

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' HEARING ROOM, 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:

**SPECIAL MEETING - TUESDAY, JULY 26, 2016 - 10:00
A.M.**

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

2. **PUBLIC HEARINGS:**
 - A. Information/Discussion to obtain public comment regarding the adoption of the final FY 2016-2017 Gila County Budget. **(Jacque Sanders)** No Comments

3. **REGULAR AGENDA ITEMS:**
 - A. **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)** Information/Discussion/Action to adopt the final FY 2016-2017 Gila County Library District Budget which is included as part of the FY 2016-2017 Gila County Budget. **(Jacque Sanders) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)** Adopted

- B. Information/Discussion/Action to adopt Resolution No. 16-07-06, which authorizes the adoption of the final FY 2016-2017 Gila County Budget in the amount of \$94,014,975. **(Jacque Sanders)** Adopted
- C. Information/Discussion/Action to authorize the advertisement of Request for Qualifications No. 060916 for Pre-Design Alternatives (Phase 1)-Site Development Alternatives for the Payson Courthouse Complex of which some of the improvements may include modifications to the recently acquired NAPA building (Building A) and the existing Sheriff's Office and Jail, as shown on Exhibit A. **(Jeff Hessenius)** Authorized
- D. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's Tax Parcel No. 101-07-051. **(Marian Sheppard)** Sold
4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
- A. Approval of four separate Amendments to four separate Professional Services Contracts between Gila County and various attorneys who are utilized by the Superior Court to extend the term of their contracts for an additional one-year period, from July 1, 2016, to June 30, 2017, and to make some other minor language changes to the contracts; all of whom assist the Superior Court in Gila County as public defenders on an annual basis. Approved

- B. Approval of Amendment No. 1 to Professional Services Contract No. 041515-7 with Steven Burk to increase the contract amount by \$1,885.61 for an amended contract amount of \$100,873.61 for the contract term of July 1, 2015, to June 30, 2016. Approved
- C. Approval of the June 28, 2016, July 5, 2016, and July 12, 2016, Board of Supervisors' meeting minutes. Approved
- D. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of May 30, 2016, through June 3, 2016; and June 6, 2016, through June 10, 2016. Acknowledged
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. No Comments

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. 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-3862

Public Hearing 2. A.

Special BOS Meeting

Meeting Date: 07/26/2016

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Marian Sheppard, Clerk of the Board

Department: County Manager

Fiscal Year: 2016-2017 Budgeted?: Yes

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

Begin & End: 06-30-17

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Public hearing regarding the final FY 2016-2017 Gila County Budget.

Background Information

On June 21, 2016, the Board of Supervisors adopted the tentative FY 2016-2017 Gila County Budget.

A.R.S. §42-17103 states, "*The governing body of each county, city or town shall publish the estimates of revenues and expenses, or a summary of revenues and expenses, and a notice of public hearing of the governing body to hear taxpayers and make tax levies at at designated times and places..*"

A summary of the revenues and expenses and a notice of public hearing was published in the Arizona Silver Belt newspaper, the official County newspaper for 2016 per statutory requirements. A copy of the tentative FY 2016-2017 Gila County Budget was mailed to each library within the County; a copy of the entire budget was posted on the County's website; and a copy was made available to the public at the Clerk of the Board's office.

Evaluation

N/A

Conclusion

A public hearing must be held by the Board of Supervisors to discuss and obtain public comment regarding the adoption of the final 2016-2017 fiscal year budget for Gila County. Immediately following the hearing, the Board of Supervisors will consider the adoption of the final FY 2016-2017 Gila County Budget.

Recommendation

N/A

Suggested Motion

Information/Discussion to obtain public comment regarding the adoption of the final FY 2016-2017 Gila County Budget. **(Jacque Sanders)**

Attachments

Public Notice Re Final Budget Adoption

PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that pursuant to A.R.S. § 42-17103 through 42-17105, the Gila County Board of Supervisors will hold a public hearing and special meeting to discuss and obtain public comment regarding the adoption of the 2016-2017 fiscal year budget for Gila County.

Immediately following the hearing, the Board of Supervisors will adopt the 2016-2017 fiscal year budget.

All interested citizens are invited to attend the public hearing to discuss and obtain public comment regarding the adoption of the 2016-2017 fiscal year budget for Gila County. The public hearing will take place on Tuesday, July 26, 2016, at 10:00 a.m., or thereafter, at the Gila County Courthouse, Board of Supervisors' hearing room, 1400 East Ash Street, Globe, Arizona, and simultaneously broadcast to the Board of Supervisors' conference room at the Payson County Complex, 610 E. Highway 260, Payson, Arizona.

A complete copy of the estimates of revenues and expenses shall be made available at the Gila County libraries, Clerk of the Board Department and on the County's website. The library addresses, County website address, and the summary of the estimates of revenues and expenses are attached to this notice.

DATED AND POSTED this 21st day of June 2016.



Marian Sheppard, Clerk
Gila County Board of Supervisors

Per A.R.S. § 42-17103, listed below are the Gila County library addresses and County website address where a complete copy of the Gila County 2016-2017 fiscal year budget estimates may be found.

Globe Public Library
339 South Broad Street
Globe, Arizona 85501

San Carlos Public Library
San Carlos Avenue
San Carlos, Arizona 85550

Hayden Public Library
520 Velasco Avenue
Hayden, Arizona 85235

Tonto Basin Public Library
415 Old Highway 188
Tonto Basin, Arizona 85553

Isabelle Hunt Memorial Public Library
6124 N. Randall Place
Pine, Arizona 85544

Young Public Library
123 S. Midway Avenue
Young, Arizona 85554

Miami Memorial Library
282 S. Adonis Avenue
Miami, Arizona 85539

Payson Public Library
328 N. McLane Road
Payson, Arizona 85541

Gila County Website www.gilacountyaz.gov
Under Offices/Depts. click on "Finance,"
click on "Gila County Budgets," click on
"Gila County Tentative Budget FY 2016-2017"

GILA COUNTY
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2017

| Fiscal Year | S c h | FUNDS | | | | | | | Enterprise Funds Available | Total All Funds |
|-------------|-------------|--|----------------------|-------------------|-----------------------|----------------|-----------|-----------|----------------------------|-----------------|
| | | General Fund | Special Revenue Fund | Debt Service Fund | Capital Projects Fund | Permanent Fund | | | | |
| 2016 | E | Adopted/Adjusted Budgeted Expenditures/Expenses* | 49,545,792 | 31,228,128 | 628,150 | 4,094,238 | 2,038,756 | 5,483,247 | 93,018,311 | |
| 2016 | E | Actual Expenditures/Expenses** | 33,044,062 | 15,635,924 | 846,570 | 2,879,781 | 1,780,533 | 1,358,919 | 55,545,789 | |
| 2017 | | Fund Balance/Net Position at July 1*** | 17,700,250 | 11,919,189 | | 2,064,601 | | 4,085,500 | 35,769,540 | |
| 2017 | B | Primary Property Tax Levy | 20,794,722 | | | | | | 20,794,722 | |
| 2017 | B | Secondary Property Tax Levy | | 1,752,547 | | | | | 1,752,547 | |
| 2017 | C | Estimated Revenues Other than Property Taxes | 18,289,242 | 14,799,241 | | 370,000 | 136,683 | 1,603,000 | 35,198,166 | |
| 2017 | D | Other Financing Sources | | | | | | | | |
| 2017 | D | Other Financing (Uses) | | | | | | | | |
| 2017 | D | Interfund Transfers In | | 2,661,906 | 854,000 | 1,763,899 | 2,450,219 | 250,000 | 7,980,024 | |
| 2017 | D | Interfund Transfers (Out) | (7,408,476) | (321,548) | | | | (250,000) | (7,980,024) | |
| 2017 | | Reduction for Amounts Not Available: | | | | | | | | |
| 2017 | | LESS: Amounts for Future Debt Retirement | | | | | | | | |
| 2017 | | Total Financial Resources Available | 49,375,738 | 30,811,335 | 854,000 | 4,198,500 | 2,586,902 | 6,188,500 | 94,014,975 | |
| 2017 | E | Budgeted Expenditures/Expenses | 49,375,738 | 30,811,335 | 854,000 | 4,198,500 | 2,586,902 | 6,188,500 | 94,014,975 | |

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC expenditure limitation

| | 2016 | 2017 |
|--|---------------|---------------|
| | \$ 93,018,311 | \$ 94,014,975 |
| | 93,018,311 | 94,014,975 |
| | 52,407,427 | 53,130,250 |
| | \$ 40,610,884 | \$ 40,884,725 |
| | \$ 40,832,124 | \$ 41,535,973 |

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

GILA COUNTY
Tax Levy and Tax Rate Information
Fiscal Year 2017

| | 2016 | 2017 |
|---|---------------|---------------|
| 1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A) | \$ 28,834,264 | \$ 30,397,516 |
| 2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18) | \$ | \$ |
| 3. Property tax levy amounts | | |
| A. Primary property taxes | \$ 20,015,211 | \$ 20,794,722 |
| B. Secondary property taxes | | |
| General Fund - Override election | \$ | \$ |
| Gila County Library District | 1,158,398 | 1,203,513 |
| Pine SLID | 1,345 | 2,270 |
| East Verde SLID | 4,531 | 4,531 |
| Miami Garden SLID | 2,903 | 2,903 |
| Apache Hills SLID | 5,105 | 5,105 |
| Upper Glendale SLID | 1,081 | 1,081 |
| Midland City/Central Heights SLID | 19,533 | 19,534 |
| Claypool SLID | 17,316 | 17,316 |
| Fire District Assistance Tax | 482,515 | 496,294 |
| Total secondary property taxes | \$ 1,692,727 | \$ 1,752,547 |
| C. Total property tax levy amounts | \$ 21,707,938 | \$ 22,547,269 |
| 4. Property taxes collected* | | |
| A. Primary property taxes | | |
| (1) Current year's levy | \$ 19,636,087 | |
| (2) Prior years' levies | 270,266 | |
| (3) Total primary property taxes | \$ 19,906,353 | |
| B. Secondary property taxes | | |
| (1) Current year's levy | \$ 1,657,520 | |
| (2) Prior years' levies | 19,215 | |
| (3) Total secondary property taxes | \$ 1,676,735 | |
| C. Total property taxes collected | \$ 21,583,089 | |
| 5. Property tax rates | | |
| A. County tax rate | | |
| (1) Primary property tax rate | 4.1900 | 4.1900 |
| (2) Secondary property tax rate | | |
| General Fund - Override election | | |
| Gila County Library District | 0.2425 | 0.2425 |
| Fire District Assistance Tax | 0.1000 | 0.1000 |
| (3) Total county tax rate | 4.5325 | 4.5325 |
| B. Special assessment district tax rates | | |
| Secondary property tax rates | | |
| Pine SLID | 0.1035 | 0.1791 |
| East Verde SLID | 0.2637 | 0.2569 |
| Miami Garden SLID | 0.8870 | 0.9598 |
| Apache Hills SLID | 4.4480 | 4.4371 |
| Upper Glendale SLID | 0.9830 | 1.2304 |
| Midland City/Central Heights SLID | 0.5227 | 0.5922 |
| Claypool SLID | 0.4707 | 0.4727 |

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

ARF-3680

Regular Agenda Item 3. A.

Special BOS Meeting

Meeting Date: 07/26/2016

Submitted For: Jacque Sanders, Asst. County Manager/Librarian

Submitted By: Marian Sheppard, Clerk of the Board

Department: Asst County Manager/Library District

Fiscal Year: 2016-2017 Budgeted?: Yes

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

Begin & End: 06-30-17

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Adoption of the final FY 2016-2017 Gila County Library District Budget.

Background Information

Arizona Revised Statutes require that special taxing districts, such as the Gila County Library District, adopt a yearly budget. With regard to any issue that affects the Gila County Library District, an official action/decision must be made by the Gila County Library District Board of Directors (BOD). In Gila County, the Board of Supervisors (BOS) acts the the BOD. Prior to addressing any Library District issue, the BOS adjourns as the BOS and then convenes as the BOD.

On June 21, 2016, the Gila County Library District Board of Directors adopted the tentative 2016-2017 fiscal year budget for the Library District in the amount of \$1,203,513.

In Gila County, the Board reviews and adopts the Library District budget prior to reviewing and adopting the Gila County budget of which the Library District is included in that budget.

Evaluation

A public hearing was scheduled on this meeting agenda prior to this agenda item to allow the public an opportunity to provide comments, for or against, the final FY 2016-2017 Gila County Budget, to which the Library District's budget is a part of the County's total budget.

Conclusion

The Board of Supervisors will convene as the Gila County Library District Board of Directors in order to address this agenda item.

Recommendation

N/A

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)

Information/Discussion/Action to adopt the final FY 2016-2017 Gila County Library District Budget which is included as part of the FY 2016-2017 Gila County Budget.

(Jacque Sanders) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Attachments

No file(s) attached.

ARF-3681

Regular Agenda Item 3. B.

Special BOS Meeting

Meeting Date: 07/26/2016

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Marian Sheppard, Clerk of the Board

Department: County Manager

Fiscal Year: 2016-2017 Budgeted?: Yes

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

Begin & End: 06-30-17

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Adoption of Resolution No. 16-07-06 authorizing the adoption of the final FY 2016-2017 Gila County Budget.

Background Information

Arizona Revised Statutes require that the Board of Supervisors (BOS) adopt an annual budget for Gila County.

Per statutory requirements, the Board of Supervisors adopted the tentative FY 2016-2017 Gila County Budget on June 21, 2016, in the amount of \$94,014,975; a summary of the estimates of revenues and expenses and a notice of public hearing was published for two (2) consecutive weeks in the official newspaper of the County; a copy of the tentative FY 2016-2017 Gila County Budget was mailed to all libraries within Gila County, posted on the County's website, and made available for the public's viewing at the Clerk of the Board's office; and a public hearing was held on this date to hear taxpayers' comments on the final County budget prior to the Board's consideration to adopt the final FY 2016-2017 Gila County Budget.

Evaluation

The Board of Supervisors has complied with all statutory requirements with regard to adopting the annual budget for Gila County; therefore, it is the time for the Board to consider adopting Resolution No. 16-07-06, which authorizes the adoption of the final FY 2016-2017 Gila County Budget.

Conclusion

The Board of Supervisors needs to consider adopting the final fiscal year 2016-2017 budget for Gila County.

Recommendation

N/A

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 16-07-06, which authorizes the adoption of the final FY 2016-2017 Gila County Budget in the amount of \$94,014,975. **(Jacque Sanders)**

Attachments

Resolution No. 16-07-06

Schedule A to Resolution No. 16-07-06

Schedule B to Resolution No. 16-07-06

Fiscal Year 2017 Budget Book

FY17 Budget Presentation



RESOLUTION NO. 16-07-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE ADOPTION OF THE 2016-2017 FISCAL YEAR BUDGET FOR GILA COUNTY.

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Board of Supervisors did, on June 21, 2016, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of Gila County; and

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Board met on July 26, 2016, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses to tax levies; and

WHEREAS, it appears that publication has been duly made as required by law of said estimates together with a notice that the Board would meet on July 26, 2016, at the office of the Board for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by taxation, attached herein as Schedule B, do not in the aggregate exceed that amount as computed in A.R.S. §42-17051(A);

NOW, THEREFORE, BE IT RESOLVED that the said estimates of revenues and expenditures, attached herein as Schedule A, as now reduced or changed by the same are hereby adopted as the budget of Gila County for the 2016-2017 fiscal year.

PASSED AND ADOPTED this 26th day of July 2016, by the Board of Supervisors, 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

GILA COUNTY
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2017

| Fiscal Year | S c h | FUNDS | | | | | | | |
|-------------|--|--------------|----------------------|-------------------|-----------------------|----------------|----------------------------|-----------------|-------------|
| | | General Fund | Special Revenue Fund | Debt Service Fund | Capital Projects Fund | Permanent Fund | Enterprise Funds Available | Total All Funds | |
| 2016 | Adopted/Adjusted Budgeted Expenditures/Expenses* | E | 49,545,792 | 31,228,128 | 628,150 | 4,094,238 | 2,038,756 | 5,483,247 | 93,018,311 |
| 2016 | Actual Expenditures/Expenses** | E | 33,044,062 | 15,635,924 | 846,570 | 2,879,781 | 1,780,533 | 1,358,919 | 55,545,789 |
| 2017 | Fund Balance/Net Position at July 1*** | | 17,700,250 | 11,919,189 | | 2,064,601 | | 4,085,500 | 35,769,540 |
| 2017 | Primary Property Tax Levy | B | 20,794,722 | | | | | | 20,794,722 |
| 2017 | Secondary Property Tax Levy | B | | 1,752,547 | | | | | 1,752,547 |
| 2017 | Estimated Revenues Other than Property Taxes | C | 18,289,242 | 14,799,241 | | 370,000 | 136,683 | 1,603,000 | 35,198,166 |
| 2017 | Other Financing Sources | D | | | | | | | |
| 2017 | Other Financing (Uses) | D | | | | | | | |
| 2017 | Interfund Transfers In | D | | 2,934,006 | 854,000 | 1,787,399 | 2,487,719 | 250,000 | 8,313,124 |
| 2017 | Interfund Transfers (Out) | D | (7,741,576) | (321,548) | | | | (250,000) | (8,313,124) |
| 2017 | Reduction for Amounts Not Available: | | | | | | | | |
| LESS: | Amounts for Future Debt Retirement | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| 2017 | Total Financial Resources Available | | 49,042,638 | 31,083,435 | 854,000 | 4,222,000 | 2,624,402 | 6,188,500 | 94,014,975 |
| 2017 | Budgeted Expenditures/Expenses | E | 49,042,638 | 31,083,435 | 854,000 | 4,222,000 | 2,624,402 | 6,188,500 | 94,014,975 |

EXPENDITURE LIMITATION COMPARISON

| | 2016 | 2017 |
|--|---------------|---------------|
| 1. Budgeted expenditures/expenses | \$ 93,018,311 | \$ 94,014,975 |
| 2. Add/subtract: estimated net reconciling items | | |
| 3. Budgeted expenditures/expenses adjusted for reconciling items | 93,018,311 | 94,014,975 |
| 4. Less: estimated exclusions | 52,407,427 | 53,130,250 |
| 5. Amount subject to the expenditure limitation | \$ 40,610,884 | \$ 40,884,725 |
| 6. EEC expenditure limitation | \$ 40,832,124 | \$ 41,535,973 |

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).



Gila County, Arizona FY17 Adopted Budget



www.gilacountyaz.gov



Gila County, Arizona

Annual Budget

Fiscal Year 2017

(July 1, 2016 – June 30, 2017)

Gila County Board of Supervisors:

Tommie Cline Martin
District 1

Michael Pastor, Chair
District 2

John Marcanti
District 3

Submitted by:

Don E McDaniel, Jr.
County Manager

Budget Team:

Don E McDaniel, Jr., County Manager
Jacque Sanders, Assistant County Manager
Michael K Scannell, Deputy County Manager
Jeff Hassenius, Finance Director
Shelley McPherson, Human Resources Director
Robert J Mawson, Senior Accountant
Lisa Wilckens, Accounting Analyst

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Budget Calendar

Fiscal Year 2017

| Date | Description |
|-----------------|---|
| January 31 | Preliminary Expenditure Limitation Amount Received |
| February 10 | Property Valuation Estimates Received |
| February 23 | Budget Work Session with Board of Supervisors & Budget Review Team |
| March 10 | Budget Kick-off Meeting / Quarterly Leadership Meeting |
| March 25 | Capital Budget Requests Due from Offices / Departments |
| March 25 | Internal Service Plans Due for Fleet, Fuel and Facilities |
| April 1 | Staffing Plans & Operating Budgets Due from Offices / Departments |
| April 6 – 30 | Department Discussions / Review of Preliminary Budget Requests |
| April 30 | Preliminary Revenue / Available Resources Identified |
| April 30 | Department Budget Summaries Prepared for Budget Review Team |
| May 2 – 9 | Budget Review Team Meetings with Offices & Departments |
| May 9 – June 15 | Budget Schedules Compiled for General Fund & Special Revenue Funds |
| June 21 | Adoption of Tentative Budget for FY17 |
| June 29 – 30 | Public Forums in Payson & Globe, Respectively |
| July 26 | Adoption of Final Budget for FY17 |
| August 15 | Certification of Tax Rates for all Gila County Taxing Jurisdictions |



RESOLUTION NO. 16-07-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE ADOPTION OF THE 2016-2017 FISCAL YEAR BUDGET FOR GILA COUNTY.

WHEREAS, in accordance with the provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the Board of Supervisors did, on June 21, 2016, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of Gila County; and

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Board met on July 26, 2016, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses to tax levies; and

WHEREAS, it appears that publication has been duly made as required by law of said estimates together with a notice that the Board would meet on July 26, 2016, at the office of the Board for the purpose of hearing taxpayers and making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by taxation, attached herein as Schedule B, do not in the aggregate exceed that amount as computed in A.R.S. §42-17051(A);

NOW, THEREFORE, BE IT RESOLVED that the said estimates of revenues and expenditures, attached herein as Schedule A, as now reduced or changed by the same are hereby adopted as the budget of Gila County for the 2016-2017 fiscal year.

PASSED AND ADOPTED this 26th day of July 2016, by the Board of Supervisors, 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



Community Profiles

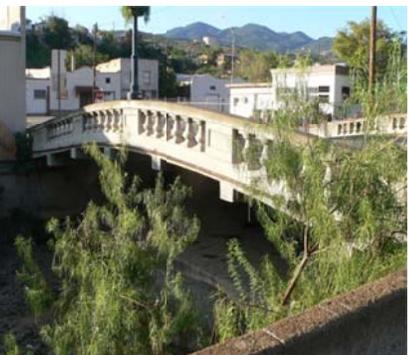
Historical Background



Above: A map of Gila County. Below: The Globe Post Office, built in 1928 and still in use.



Above: A view of the Besh-Ba-Gowah Pueblo in Globe. Below: A view of one of the bridges in Miami's downtown.



Gila County was formed from parts of Maricopa County and Pinal County on February 8, 1881. The boundary was then extended eastward to the San Carlos River by public petition in 1889. The original county seat was in the mining community of Globe City, now Globe, Arizona.

Popular theory says that the word *Gila* was derived from a Spanish contraction of Hah-quah-sa-eel, a Yuma word meaning "running water which is salty."

With a population of 54,219 residents (as of 2014) and covering 4,796 square miles, Gila County has always been a great place to live, work and play. Gila County is in Central Arizona and contains the Tonto Apache Reservation and parts of the Fort Apache and San Carlos Reservations. Cities and Towns in Gila County include Globe, Hayden, Miami, Payson, Star Valley and Winkelman, along with a large number of rural unincorporated communities, including Claypool, Pine, Strawberry, Tonto Basin, and Young. Gila County is located on the northeastern edge of the Sonoran Desert and covers a wide variety of life zones including desert, high desert plains, chaparral, piñon-juniper and pine forests. There are a number of popular recreation areas in Gila County including Roosevelt Lake, Tonto National Monument, Tonto Natural Bridge State Park, and Fossil Creek, along with several designated Wilderness Areas and popular camping areas within the Tonto National Forest.

The plans for an incorporated Globe were established in July 1876 with retail stores, banks, and Globe's first newspaper printing its first issue on May 2, 1878. By February 1881, Globe was the Gila County seat, which came with a stage coach route linking it to Silver City, New Mexico.

Due to Globe's relative isolation from the rest of Arizona and its proximity to the San Carlos Apache reservation, Globe remained a frontier town for many years. As such, Globe's history is laced with many historic events such as murders, stagecoach robberies, outlaws, lynching, and Apache raids.

Miami was founded in 1907 when it was first developed by the Miami Land and Improvement Company when they purchased a tract of land on the upper end of Miami Flats (where present-day downtown Miami is located). In 1908, Cleve Van Dyke purchased the tract from the Miami Land and Improvement Company and also began purchasing adjacent tracts of land. It was not until two days after the first train arrived on the newly constructed railroad,



Above: The Old Dominion Mine, one of many mines in the county. Below: A scene from one of Payson's rodeos.



Above: A view from atop the Mogollon Rim. Below: The Strawberry Schoolhouse (built 1884), the oldest standing school building in Arizona.



October 4, 1909, that the sale (and renting) of lots began. At this point, the town was little more than an idea on paper. Only the roughest of streets had been graded, and no utilities of any kind were available. According to the Arizona Silver Belt newspaper, 800 people were living in Miami at the beginning of 1910, an impressive number for a town that was only three months old.

Payson considers its founding year as 1882, at which time it was known as Green Valley. On March 3, 1884, a post office was established with the help of Illinois Representative Lewis Edwin Payson, and Frank C. Hise was named as its first Postmaster. In honor of Representative Payson's help, the town's name was changed to Payson.

Payson had its first rodeo in 1884. Payson considers its rodeo the "world's oldest continuous" as it has been held every year since. In 1918, author Zane Grey made his first trip to the area surrounding Payson. He would come back with regularity through 1929, and would eventually purchase two plots of land near Tonto Creek, including 120 acres from Sampson Elam Boles under Myrtle Point. Grey wrote numerous books about the area and also filmed some movies, such as *To the Last Man*, in the Payson area in the 1920s.

During the 1930s an effort began to try to get Payson a better road to connect it to the outside world. At that time Payson was very isolated, with a trip from Phoenix to Payson taking eight to twelve hours. Throughout the 1950s work on a paved road from Phoenix to Payson progressed and the paving was completed in 1958. A few years ago this highway, State Route 87 (also known as the "Beeline Highway"), was expanded to four lanes.

The Town of Star Valley was incorporated in 2005, making this community one of Arizona's newest towns. Located just south of the Mogollon rim, it sits at an elevation of 5,150 feet and is surrounded by the Tonto National Forest.

The earliest inhabitants of the northern region of Gila County are believed to have arrived here around ten thousand years ago. Mogollon culture eventually moved into the region from the east about 300 B.C. followed by the Anasazi from the north and the Hohokam from the south. It is estimated that about 1,000 sites in the Star Valley area were inhabited over the time period from 600 and 1200 A.D. The Mogollons generally lived in villages, hunted, and grew various crops in gardens. Eventually, by about 1500 A.D., the Mogollon culture had been absorbed into other tribes living in the area.

The histories of the towns of Hayden, Winkelman, and Dudleyville are closely related due to their close proximity. Hayden was founded



Above: A view of the ASARCO mining smelters from San Pedro. Below: The Gila County Historical Society.



in 1910 and laid out on three distinct hills, but not in a true north-south pattern. The central hill was referred to as 'Mill Side', and was the site of the mill, stores, and schools. To the east and across the narrow, high, one-lane bridge was 'Smelter Side', smelter and housing site of American Smelting and Refining Company (ASARCO). On the westerly side was 'San Pedro', where Mexican-American people lived. This layout maintained the segregation that was the order of the day in company-owned mining towns. Hayden had a common boundary with Winkelman, which was located on the banks of the Gila River. At that time, the entire town of Hayden was in the process of being built, and gradually the 'tent-house' town was replaced by permanent housing.

A post office for Dudleyville was established in 1882 and the area was named for Dudley Harrington, an established rancher in the area. When the railroad arrived at what is now Winkelman in 1903, it was necessary to establish an entirely separate post office. The rail line ran near the ranch owned by Peter Winkelman, a stockman. The new post office was consequently called "Winkelman." Still another community in the area at that time was known as Feldman, located on the Pusch Ranch, with Henry Feldman as manager. Although the records show the name of Dudleyville was later changed to Feldman, it is obvious that the original Feldman (the first PZ ranch) was altogether another location from present Dudleyville.

For more information about Gila County - visit the following websites:

- Gila County Historical Society - <http://www.gilahistorical.com/>
- Globe-Miami Chamber of Commerce - <http://www.globemiamichamber.com/>
- Payson Historical Society Blog - <http://paysonhistoricalsociety.blogspot.com/>
- Pine-Strawberry Historical Society - <http://pinestrawhs.org/>
- Dudleyville, Hayden, Winkleman - <http://www.copperarea.com/pages/dudleyville-winkelman-hayden-a-related-history/>
- Hayden Historical Photographs - http://www.theirminesourstories.org/?page_id=1274
- East Central Arizona History - <http://www.zybtarizona.com/index.html>

County Goals

- Maintain and enhance our Financial Sustainability.
- Improve our commitment to Organizational Development by supporting the highest level of management principles and practices.
- Provide a safe and Secure Workplace environment for employees and residents.
- Ensure a Healthy Environment within Gila County and promote healthy lifestyles for residents.
- Guarantee that Gila County is a Safe County in which visitors, businesses and residents can live, work and play.
- Foster a Comprehensive county wide commitment to superior Communication to our tax payers, citizens and visitors, as well as our employees and contractors.
- Support economic expansion, growth and diversification so that Gila County is recognized as a place of Economic Opportunity.

Leadership Principles

- “Do the right thing” for the employees.
- Be the best source to those who look to you for information.
- Adopt and implement an open-door policy.
- Plan for accomplishment.
- Promote and expect job ownership.
- “Do the right thing” for the citizens
- See Gila County citizens as customers.
- Strive for 100% customer satisfaction.
- Be cost conscious in your decisions.
- Support County Policy
- Be willing to take prudent risks.
- “Do the right thing” for yourself

County Officials

Board of Supervisors

| | |
|--------------------------------|---------------------------------|
| District 1 | Tommie Martin, Vice Chairperson |
| District 2 | Michael Pastor, Chairperson |
| District 3 | John Marcanti, Member |
| County Manager | Don E McDaniel, Jr |
| Deputy County Manager | Michael K Scannell |
| Assistant County Manager | Jacque Sanders |
| Clerk of the Board..... | Marian Sheppard |

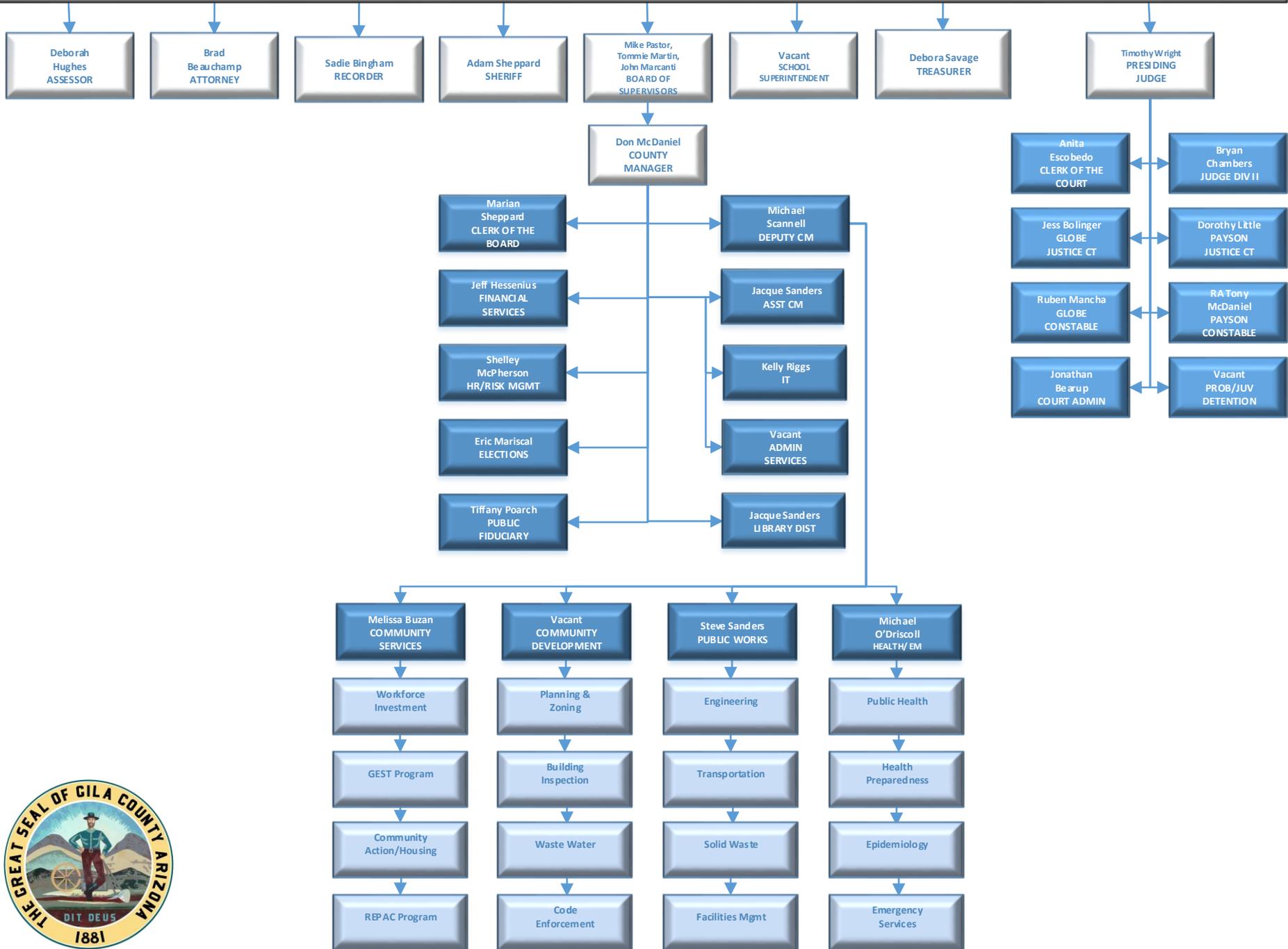
Elected Officials

| | |
|---------------------------------------|-----------------------------------|
| Clerk of the Superior Court | Anita Escobedo |
| Constable (Globe) | Ruben Mancha |
| Constable (Payson) | R A Tony McDaniel |
| County Assessor | Deborah Hughes |
| County Attorney | Bradley Beauchamp |
| County Recorder | Sadie Jo Bingham |
| County Sheriff | Adam Shepherd |
| County Superintendent of Schools..... | Vacant |
| County Treasurer | Debora Savage |
| Justice of Peace (Globe)..... | Jesse Bolinger |
| Justice of Peace (Payson) | Dorothy Little |
| Superior Court, Division I | Bryan B Chambers |
| Superior Court, Division II..... | Timothy M Wright, Presiding Judge |

Appointed Department Heads

| | |
|--|--------------------|
| Adult Probation (Chief Probation Officer)..... | Vacant |
| Community Development..... | Vacant |
| Community Services | Malissa Buzan |
| Court Administrator | Jonathan Bearup |
| Elections | Eric Mariscal |
| Health and Emergency Services | Michael O’Driscoll |
| Human Resources/Risk Management | Shelley McPherson |
| Finance Director..... | Jeff Hessenius |
| Information Technology | Kelly Riggs |
| Public Fiduciary..... | Tiffany Poarch |
| Public Works | Steve Sanders |

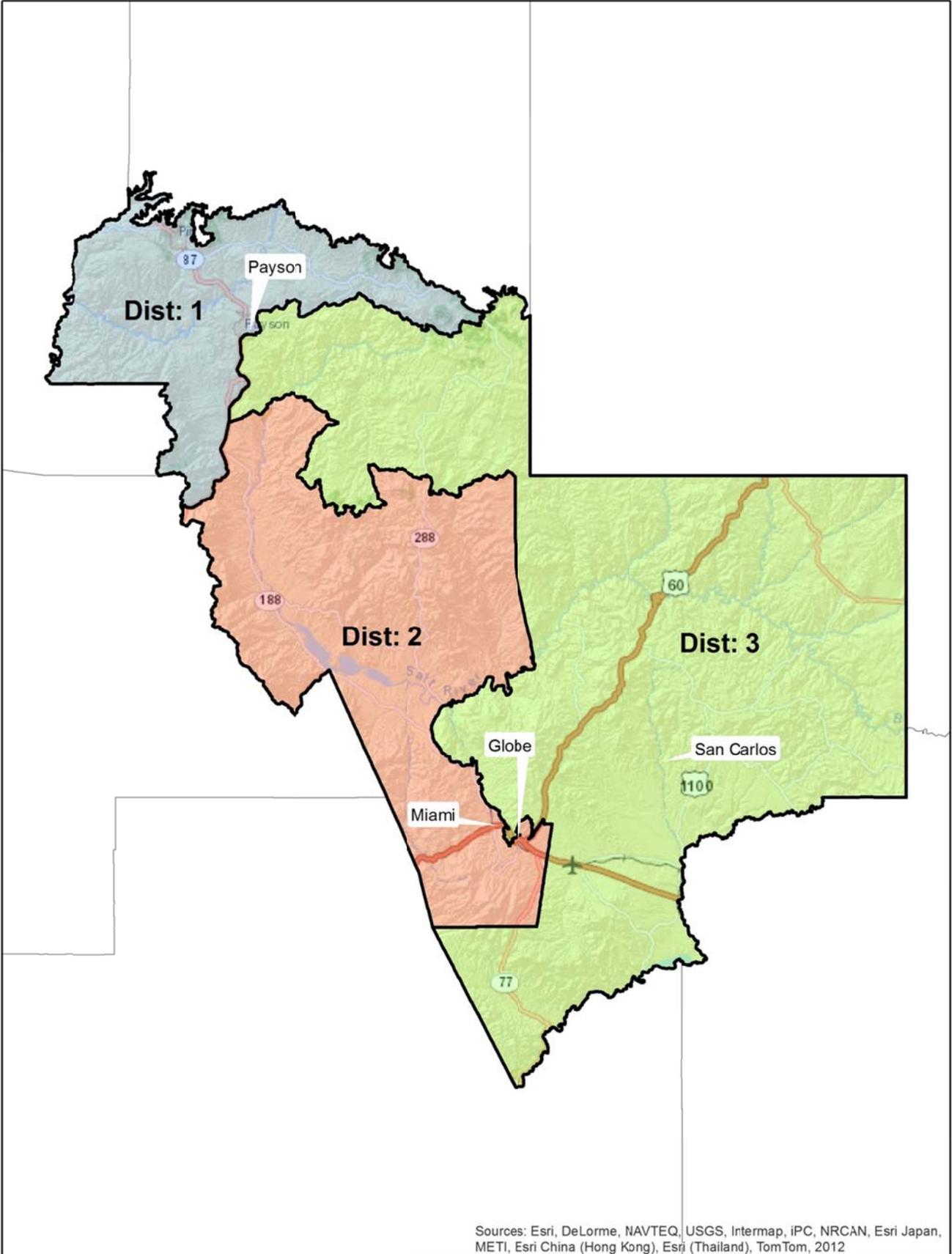
CITIZENS OF GILA COUNTY





Gila County Board of Supervisors

County Map



District I Tommie Martin, Vice Chairperson

Supervisor Martin comes from a long line of Gila County Pioneer families. One set of great grandparents came by wagon into what would become northern Gila County in the late 1800's to set up a saw mill and also prospect for minerals. About the same time another set came into the Rim country moving west and herding goats, while also establishing Mercantile's with Post Offices along the way. Another set of grandparents arrived in the Pleasant Valley area in the early 1900's to farm and ranch.



She, in turn, was raised on a ranch in Northern Gila County by parents who thought a 'liberated household' was one that had bread dough on the axe handles, and who claimed they couldn't afford to hire ranch help - so they raised it. This background led her into a varied 25-year career in Natural Resource Management work worldwide - with experience throughout the American West, western Canada, northern Mexico and eastern Africa - primarily in Somalia and Ethiopia.

As a Gila County Supervisor, some of her efforts have resulted in a Community Wildfire Protection Plan for Northern Gila County, the addition of numerous Fire-wise Communities within the area, and various strategically placed fire breaks throughout the Rim Country. Supervisor Martin also helped initiate a bladder-tank-helicopter fire-water set up for first-strike forest fire response, which has resulted, so far, in very successful initial fire suppression. This system has been awarded several national recognitions.

Supervisor Martin serves on the County Supervisors Association Legislative Policy Committee, the Board of the Coalition of Arizona/New Mexico Counties, the Tonto Natural Resource Conservation District, the US Forest Service Collaboration Cadre, and on the Steering Committee and Collaborative Stakeholder Group for the Four Forest Restoration Initiative.

Gila County Supervisor Tommie Cline Martin testified before the Congressional Subcommittee on Public Lands and Environmental Regulation oversight hearing, "Increasing Carbon Soil Sequestration on Public Lands."

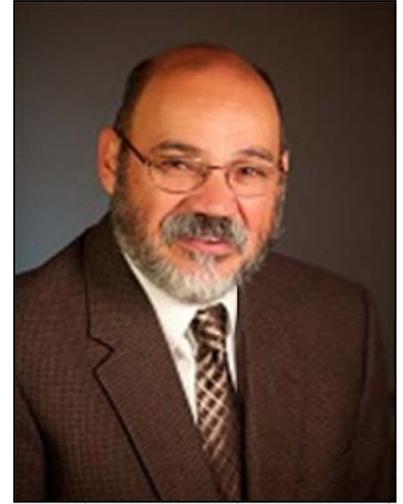
Supervisor Martin joined three other witnesses, Steven Rich, President of the Rangeland Restoration Academy; Richard Teague, Associate Resident Director of Texas A&M AgriLife Research; and John Wick, a rancher from Northern California, with the Marin Carbon Project; testifying on how opening public lands to livestock could reduce levels of atmospheric carbon dioxide and contribute to environmental improvement.

District II

Michael Pastor, Chairperson

Elected to the Board of Supervisors on November 4, 2008, Michael A. Pastor began his term on January 6, 2009, as a member of the Gila County Board of Supervisors. His fellow board members elected him to serve as the Chairman from May 2010 - August 2011. He was re-elected to office on November 6, 2012 and was re-elected as Chairman in January 2013.

As a member of the Board of Supervisors, Supervisor Pastor also serves on the CORP (Correctional Officers Retirement Plan) Board, Gila County Board of Health, CAG (Central Arizona Governments) Regional Council, Cobre Valley Community Transit System Committee, and the Rural Transportation Advocacy Council.



Mike Pastor was raised in Miami graduating from Miami High School in 1966. After serving in the United States Army during the Vietnam Era, he attended our local community college graduating in 1979. As a life-long learner, he later attended Northern Arizona University graduating with a Bachelor of Science Degree in 1996 in elementary education and has completed course work at the graduate level at Northern Arizona University and the University of Phoenix. He worked in the local copper industry for 35 years retiring to run successfully for Gila County Supervisor District 2. He and his wife, Linda, who recently retired after 47 years, owned and operated Linda's Beauty Salon, one of Globe's successful small businesses.

A life-long resident of the Globe-Miami area, Supervisor Pastor is committed to serving District Two and all the taxpayers of Gila County. He is active in church and the community and has a distinguished record of public service. His belief in traditional family values and in service to one's community has guided his public life.

District III

John Marcanti, Member

John D. Marcanti was born November 1, 1953, in Miami, Arizona, to Ernest Marcanti and Sena Cubitto. He has one older brother, Larry, 2 younger brothers, Mark and Tom, and one sister, Claire. He has been married to the former Willie Jobe for 40 years and they have 2 children, Scott and Andrea.

Mr. Marcanti was raised in Globe graduating from Globe High School in 1972. He attended Scottsdale Community College and Arizona State University on football scholarships.

As a Globe businessman of a successful family-operated business for 37 years, Mr. Marcanti, is Co-Owner/President of Marcanti Electric, Inc., which includes an electrical retail store, electrical contracting and air conditioning contracting.



John Marcanti is a strong believer in family values and has been continually active in community service. He is a life-long member of the Holy Angels Catholic Church in Globe. He formerly served as a Globe City Councilman from 1980 to 1982; has played a major role in serving several local community organizations; is a proud member of the Knights of Columbus, 4th degree; and is an avid supporter of the Special Olympics, the American Cancer Society and Globe-Miami-San Carlos youth programs. Mr. Marcanti also served as a volunteer for the Globe Fire Department and retired in 1999 after 25 years. In 2011 he was inducted as one of the first members of the Globe High School Hall of Fame.

John Marcanti was elected on November 6, 2012, to the Gila County Board of Supervisors and began his term on January 2, 2013. Supervisor Marcanti seeks to bring his years of business experience to the residents of Gila County.

As a member of the Gila County Board of Supervisors, Supervisor Marcanti is also serving on the Public Safety Personnel Retirement System Local Board, Gila County Local Emergency Planning Committee and the San Carlos Apache Tribe Partnership Steering Committee. Prior to being elected as a County Supervisor, he served on the Gila County Building Safety Advisory and Appeals Board as Vice-Chairman.



Schedule A

Summary Schedule of Estimates Revenues and Expenditures / Expenses

GILA COUNTY
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2017

| Fiscal Year | S c h | FUNDS | | | | | | | |
|-------------|--|--------------|----------------------|-------------------|-----------------------|----------------|----------------------------|-----------------|-------------|
| | | General Fund | Special Revenue Fund | Debt Service Fund | Capital Projects Fund | Permanent Fund | Enterprise Funds Available | Total All Funds | |
| 2016 | Adopted/Adjusted Budgeted Expenditures/Expenses* | E | 49,545,792 | 31,228,128 | 628,150 | 4,094,238 | 2,038,756 | 5,483,247 | 93,018,311 |
| 2016 | Actual Expenditures/Expenses** | E | 33,044,062 | 15,635,924 | 846,570 | 2,879,781 | 1,780,533 | 1,358,919 | 55,545,789 |
| 2017 | Fund Balance/Net Position at July 1*** | | 17,700,250 | 11,919,189 | | 2,064,601 | | 4,085,500 | 35,769,540 |
| 2017 | Primary Property Tax Levy | B | 20,794,722 | | | | | | 20,794,722 |
| 2017 | Secondary Property Tax Levy | B | | 1,752,547 | | | | | 1,752,547 |
| 2017 | Estimated Revenues Other than Property Taxes | C | 18,289,242 | 14,799,241 | | 370,000 | 136,683 | 1,603,000 | 35,198,166 |
| 2017 | Other Financing Sources | D | | | | | | | |
| 2017 | Other Financing (Uses) | D | | | | | | | |
| 2017 | Interfund Transfers In | D | | 2,934,006 | 854,000 | 1,787,399 | 2,487,719 | 250,000 | 8,313,124 |
| 2017 | Interfund Transfers (Out) | D | (7,741,576) | (321,548) | | | | (250,000) | (8,313,124) |
| 2017 | Reduction for Amounts Not Available: | | | | | | | | |
| LESS: | Amounts for Future Debt Retirement | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| 2017 | Total Financial Resources Available | | 49,042,638 | 31,083,435 | 854,000 | 4,222,000 | 2,624,402 | 6,188,500 | 94,014,975 |
| 2017 | Budgeted Expenditures/Expenses | E | 49,042,638 | 31,083,435 | 854,000 | 4,222,000 | 2,624,402 | 6,188,500 | 94,014,975 |

EXPENDITURE LIMITATION COMPARISON

| | 2016 | 2017 |
|--|---------------|---------------|
| 1. Budgeted expenditures/expenses | \$ 93,018,311 | \$ 94,014,975 |
| 2. Add/subtract: estimated net reconciling items | | |
| 3. Budgeted expenditures/expenses adjusted for reconciling items | 93,018,311 | 94,014,975 |
| 4. Less: estimated exclusions | 52,407,427 | 53,130,250 |
| 5. Amount subject to the expenditure limitation | \$ 40,610,884 | \$ 40,884,725 |
| 6. EEC expenditure limitation | \$ 40,832,124 | \$ 41,535,973 |

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).



Schedule B

Tax Levy and Tax Rate Information



Schedule C

*Summary by Fund Type of Revenue other Than
Property Taxes*

GILA COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2017

| SOURCE OF REVENUES | ESTIMATED REVENUES 2016 | ACTUAL REVENUES* 2016 | ESTIMATED REVENUES 2017 |
|--|-------------------------------|-----------------------------|-------------------------------|
| GENERAL FUND | | | |
| Taxes | | | |
| Auto Lieu | \$ 1,633,467 | \$ 1,640,523 | \$ 1,779,300 |
| State Shared Sales Tax | 5,511,884 | 4,757,172 | 5,511,830 |
| 1/2 Cent County Sales Tax | 2,870,000 | 2,833,608 | 2,870,000 |
| Licenses and permits | | | |
| Building Permits | 185,000 | 216,900 | 195,000 |
| Mobile Home Permits | 8,000 | 15,783 | 10,000 |
| Planning & Zoning | 12,500 | 11,427 | 10,000 |
| Septic/Alt. Sewage Permits | 96,000 | 99,073 | 107,000 |
| Business/Franchise Licenses | 80,000 | 78,321 | 80,000 |
| Intergovernmental | | | |
| Federal In Lieu Public Lands | 3,463,195 | 3,514,512 | 3,484,080 |
| SRP In Lieu | 185,000 | 188,379 | 185,000 |
| State Shared Liquor Licenses | 12,000 | 7,758 | 12,000 |
| State Shared Lottery Share | 550,000 | 550,050 | 550,000 |
| Child Support Entitlement Reimb | 600,000 | 628,345 | 600,000 |
| Intergovernmental Agreements | 10,500 | 10,500 | 10,500 |
| IGA JP Municipality Admn Court | 323,000 | 268,692 | 248,000 |
| IGA Sheriff Patrol | 383,273 | 383,273 | 444,127 |
| IGA Sheriff Detention | 24,772 | 6,264 | 24,772 |
| IGA Sheriff Dispatch | 305,000 | 246,462 | 312,552 |
| Federal Grants-Emerg Srvc | 160,000 | 160,000 | 220,000 |
| Rural Addressing | 40 | x | x |
| 911 Administration | 2,737 | x | 2,737 |
| Charges for services | | | |
| Clerk of the Court Fees | 218,000 | 213,305 | 142,363 |
| Justice Court Fees | 113,500 | 138,042 | 120,000 |
| Recorder Fees | 120,000 | 134,947 | 120,000 |
| Correctional Housing | 80,000 | 30,419 | 20,000 |
| Sheriff - Special Services | 131,761 | 107,648 | 131,361 |
| Sheriff - Impound Fees | 5,125 | 6,922 | 5,125 |
| Sheriff - Corr Housing | 130,000 | 114,399 | 130,000 |
| Sheriff Fees & Charges | 4,000 | 162 | 4,000 |
| Constables Fees | 25,000 | 18,436 | 26,000 |
| Sewage Plan Review | 4,250 | 3,480 | 2,500 |
| Public Fiduciary | 45,000 | 46,477 | 45,000 |
| Treasurer | 25,000 | 9,976 | 40,000 |
| Indigent Defense | 20,000 | x | 6,500 |
| Other | 3,500 | 4,950 | 5,000 |
| Fines and forfeits | | | |
| Justice Court Fines | 390,000 | 289,662 | 370,000 |
| Superior Court Fines | 52,000 | 43,146 | 54,249 |
| Other Fines | 7,630 | 1,708 | 1,500 |
| Investments | | | |
| Interest | 100,000 | 70,858 | 100,000 |
| Rents, royalties, and commissions | | | |

GILA COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2017

| SOURCE OF REVENUES | ESTIMATED REVENUES 2016 | ACTUAL REVENUES* 2016 | ESTIMATED REVENUES 2017 |
|-------------------------------------|--|--------------------------------------|--|
| Contributions | | | |
| Voluntary contributions | | | |
| | | | |
| | | | |
| | | | |
| Miscellaneous | | | |
| Sales of Equipment/Land | 10,000 | x | 5,000 |
| Sales of Copies/Blueprints | 5,200 | 3,640 | 5,200 |
| Cost Sharing/Reimb | 108,200 | 134,836 | 11,200 |
| Election Reimbursement | 12,346 | 8,217 | 12,346 |
| Penalties & Interest - Property Tax | 300,000 | 284,225 | 275,000 |
| | | | |
| Total General Fund | \$ 18,326,880 | \$ 17,282,496 | \$ 18,289,242 |

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

GILA COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2017

| SOURCE OF REVENUES | ESTIMATED REVENUES | ACTUAL REVENUES* | ESTIMATED REVENUES |
|--------------------------------------|-----------------------|---------------------|-----------------------|
| | 2016 | 2016 | 2017 |
| SPECIAL REVENUE FUNDS | | | |
| Road Fund: | | | |
| 1/2 Cent Transportation Excise Tax | \$ 1,368,000 | \$ 1,225,063 | \$ 1,364,856 |
| 1/2 Cent Interest | 20,500 | 15,600 | 15,600 |
| Auto License Registration | 864,000 | 964,533 | 1,020,000 |
| Highway User Revenue | 3,167,400 | 3,297,547 | 3,424,380 |
| Licenses & Permits | 2,200 | 1,624 | 1,904 |
| Forest Fees (Secure Rural Schools) | x | 98,000 | 48,000 |
| Interest | 12,000 | 11,113 | 12,000 |
| Intergovernmental Agreements | x | x | x |
| Miscellaneous | 71,921 | 48,892 | 50,000 |
| Total | \$ 5,506,021 | \$ 5,662,372 | \$ 5,936,740 |
| Health Fund: | | | |
| Food Service Licenses | \$ 100,000 | \$ 104,202 | \$ 75,000 |
| Charges for Services | 65,000 | 49,447 | 65,000 |
| Health Insurance Reimbursement | 20,000 | 15,636 | 26,000 |
| Miscellaneous | 300 | 512 | 300 |
| Total | \$ 185,300 | \$ 169,796 | \$ 166,300 |
| Other Funds: | | | |
| 1009 Rabies Control | \$ 105,100 | \$ 93,276 | \$ 105,800 |
| 1119 Emergency Response | x | x | x |
| 1825 Gila County Wellness Program | 5,000 | 1,109 | 5,000 |
| 2000 Housing | 365,222 | 279,262 | 525,660 |
| 2001 CAP | 469,939 | 412,492 | 550,823 |
| 2002 Housing Rehabilitation | 308,809 | 162,182 | 414,044 |
| 2012 GEST | 513,032 | 365,549 | 624,624 |
| 2015 Workforce Investment Progs | x | x | x |
| 2016 Workforce Investment Act IV | x | x | x |
| 2516 Health Svcs Special Projects | x | x | x |
| 2517 HIV | 4,561 | 2,629 | 4,561 |
| 2518 WIC | 317,625 | 308,369 | 317,625 |
| 2519 TB | 12,000 | 9,492 | 12,000 |
| 2521 Community Health Grant | 75,000 | 80,084 | 69,840 |
| 2524 Immunization | 134,000 | 132,816 | 134,000 |
| 2526 Private Stock Vaccines | 270,000 | 226,204 | 270,000 |
| 2527 Population Health Initiative | 43,748 | 35,048 | 53,198 |
| 2528 Commodity Supplement Food Prog | 5,635 | 6,544 | 5,635 |
| 2529 RXP OD Prevention | x | 23,879 | 95,517 |
| 2530 HIV Consortium | 217,613 | 213,816 | 217,613 |
| 2550 Public Hlth Emerg Preparedness | 200,419 | 196,324 | 186,389 |
| 2552 Tobacco Free Environment | 135,000 | 137,251 | 125,550 |
| 2557 Prop 201 Smoke Free AZ Act | 51,160 | 57,361 | 51,160 |
| 2558 Public Health Accreditation | 47,968 | 29,452 | 47,968 |
| 2559 Family Planning | 20,400 | 13,578 | 20,400 |
| 2560 Teen Pregnancy Prevention Svcs | 192,000 | 189,327 | 191,710 |
| 2562 Public Health in Action | x | x | x |
| 2564 Cenpatico Prevention Svcs | 8,517 | 10,003 | x |
| 2565 Neonatal Intensive Care Program | 9,601 | x | x |
| 2570 Maternal & Child Home Visiting | 102,000 | 66,076 | 25,500 |
| 2571 Supp Nutrition Asst Ed | x | 59,240 | 200,638 |
| 3001 Drug Gang Violent Crime Control | 272,117 | 244,779 | 252,687 |
| 3002 Sheriff Vehicle Impound/Storage | x | 11,907 | 10,000 |
| 3011 Sheriff's Justice Enhancement | 180,600 | 145,327 | 180,600 |
| 3012 Sheriff Special Projects | x | x | x |
| 3013 Sheriff Seized Eq Recapture | 5,000 | x | 5,000 |

GILA COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2017

| SOURCE OF REVENUES | ESTIMATED REVENUES | ACTUAL REVENUES* | ESTIMATED REVENUES |
|---------------------------------------|-------------------------------|-----------------------------|-------------------------------|
| | 2016 | 2016 | 2017 |
| 3014 Immigration Enforcement | x | x | x |
| 3046 Gila County Sheriff K9 | x | x | x |
| 3047 Gila Co Sheriff DARE | 2,000 | 929 | 2,000 |
| 3054 Sheriff's Victim's Rights | x | x | x |
| 3055 Sheriff's Commissary Fund | 40,000 | 19,230 | 40,000 |
| 3061 Sheriff BLESF Program | 138,000 | 139,990 | 138,000 |
| 3064 Marijuana Eradication | 20,000 | 20,000 | 20,000 |
| 3067 Methamphetamine Program | x | x | x |
| 3073 Homeland Security 14 Sheriff | x | x | x |
| 3074 HSGP - Critical Incident | x | x | x |
| 3075 GOHS STEP Sheriff | x | x | x |
| 3076 HSGP - Dispatch Communications | 25,912 | x | x |
| 3510 IV D Incentive/SSRE | 166,000 | 154,800 | 166,000 |
| 3511 Child Support Other Reimb | x | x | x |
| 3512 Child Support Incentive Funds | 32,000 | 11,650 | 32,000 |
| 3528 County Attorney Residual Fund | x | x | x |
| 3531 Attorney's Justice Enhancement | 110,450 | 151,411 | 110,450 |
| 3541 Victim Restitution/Subrogation | 8,500 | 2,028 | 4,500 |
| 3542 Diversion Program CA | 70,000 | 73,793 | 70,000 |
| 3543 County Anti Racketeering Fund | 21,770 | 11,224 | 21,770 |
| 3544 Cost of Prosecution Reimb Fund | 75,000 | 33,054 | 75,000 |
| 3545 Bad Check County Attorney | 2,100 | 2,346 | 2,100 |
| 3546 DEA Federal Asset Forfeiture | 30 | 28 | 30 |
| 3547 Deferred Prosecution Program | 8,900 | 22,484 | 8,900 |
| 3552 County Attorney Fill the Gap | 8,202 | 9,176 | 8,202 |
| 3553 Fair & Legal Employment Act | x | x | x |
| 3557 A G Victim Rights | 30,000 | 33,890 | 33,000 |
| 3560 Victim Compensation | 60,000 | x | 60,000 |
| 3561 Drug Prosecution Grant | 79,347 | 36,906 | 60,000 |
| 3563 Crime Victim Assitance Prog | 17,600 | 17,600 | 17,600 |
| 4041 Probation Class Materials | x | x | x |
| 4042 Adult Probation Service Fees | 180,000 | 205,412 | 130,000 |
| 4050 Adult Drug Court | 6,000 | 6,000 | 5,000 |
| 4051 Adult Intensive Prob Supervision | 240,581 | 184,706 | 218,826 |
| 4053 Adult JCEF IPS Assistance | 23,222 | x | 23,222 |
| 4054 CJEF S/Offender | 18,500 | 9,923 | 10,000 |
| 4055 Community Punishment Program | 35,760 | 24,000 | 25,000 |
| 4056 CJEF Substance Abuse | 27,912 | 26,377 | 26,000 |
| 4057 Drug Treatment Education | 30,693 | 21,024 | 17,000 |
| 4059 State Aid Enhancement | 279,650 | 213,422 | 375,971 |
| 4071 JPSF Treatment | 89,323 | 44,307 | 64,013 |
| 4072 JCEF ERE Assistant | 142,972 | 145,425 | x |
| 4146 Juvenile Diversion Fees | 6,500 | 8,634 | 8,000 |
| 4147 Juvenile Probation Service Fees | 15,668 | 3,013 | 2,500 |
| 4148 Juvenile Parental Reimb | x | x | x |
| 4150 Juvenile Detention Alternatives | 10,000 | x | x |
| 4151 Juvenile Evening/Wkend Res Ctr | 250,000 | 292,927 | 250,000 |
| 4177 Court Appointed Spec Advocate | 83,079 | 82,181 | 82,181 |
| 4178 CASA-Globe | x | x | 61,790 |
| 4189 Juvenile Drug Court | 12,000 | 7,000 | 5,000 |
| 4192 Juvenile Crime Reduction Grant | x | x | x |
| 4193 Family Counseling | 10,218 | 9,838 | 5,000 |
| 4194 Diversion Consequences | 15,158 | 15,822 | 16,734 |
| 4195 Diversion Intake | 250,936 | 187,170 | 179,421 |
| 4196 Juvenile Intensive Prob Superv | 125,013 | 115,888 | 122,950 |
| 4197 Juvenile Standards Probation | 188,283 | 92,762 | 98,741 |
| 4501 Law Library | 29,000 | 26,919 | 28,000 |
| 4502 Conciliation Court Fund | 16,000 | 13,465 | 14,000 |
| 4540 Local Aid to Indigent Defense | x | x | x |

GILA COUNTY
Revenues Other Than Property Taxes
Fiscal Year 2017

| SOURCE OF REVENUES | ESTIMATED REVENUES | ACTUAL REVENUES* | ESTIMATED REVENUES |
|--------------------------------------|-------------------------------|-----------------------------|-------------------------------|
| | 2016 | 2016 | 2017 |
| CAPITAL PROJECTS FUNDS | | | |
| 1115.106.960 - Natural Resources | \$ x | \$ x | \$ x |
| 1115.341.980 - PSWID Water Line | x | x | x |
| 1114 - Bond | x | x | x |
| 1007.341.936 - Vehicle Replacement | 370,000 | 362,989 | 370,000 |
| Total Capital Projects Funds | \$ 370,000 | \$ 362,989 | \$ 370,000 |
| PERMANENT FUNDS | | | |
| 6880 Facilities Mgmt | \$ 283,720 | \$ 266,847 | \$ 128,683 |
| Fairgrounds Rental | 17,000 | 7,404 | 8,000 |
| Total Permanent Funds | \$ 300,720 | \$ 274,251 | \$ 136,683 |
| ENTERPRISE FUNDS | | | |
| 6850 Recycling & Landfill Management | \$ 1,803,000 | \$ 1,430,178 | \$ 1,603,000 |
| 6855 Russell Gulch Expansion Reserve | x | x | x |
| 6856 Buckhead Mesa Expansion Reserve | x | x | x |
| Total Enterprise Funds | \$ 1,803,000 | \$ 1,430,178 | \$ 1,603,000 |
| TOTAL ALL FUNDS | \$ 34,611,659 | \$ 32,157,194 | \$ 35,198,166 |

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.



Schedule D

Transfer In / Transfer Out

GILA COUNTY
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2017

| FUND | OTHER FINANCING 2017 | | INTERFUND TRANSFERS 2017 | |
|---------------------------------------|---------------------------------|---------------------|-------------------------------------|--------------------|
| | SOURCES | <USES> | IN | <OUT> |
| DEBT SERVICE FUNDS | | | | |
| 1005.201.355 Debt Service | \$ | \$ | \$ 854,000 | \$ |
| | | | | |
| | | | | |
| Total Debt Service Funds | \$ | \$ | \$ 854,000 | \$ |
| CAPITAL PROJECTS FUNDS | | | | |
| 1007.341.817 Pine/Strawberry Shelters | \$ | \$ | \$ 15,399 | \$ |
| 1007.103.500 Election Equip Replace | | | 50,000 | |
| 1115.106.960 Natural Resources | | | 250,000 | |
| 1115.201.940 Financial Syst Upgrade | | | 27,000 | |
| 1115.101.945 Public Info Transparency | | | 45,000 | |
| 1115.101.955 Economic Develop | | | 150,000 | |
| 1115.201.941 Community College | | | 250,000 | |
| 1115.107.950 Wage Study/Plan/Impl | | | 1,000,000 | |
| | | | | |
| Total Capital Projects Funds | \$ | \$ | \$ 1,787,399 | \$ |
| PERMANENT FUNDS | | | | |
| 6870 Fleet | \$ | \$ | \$ 33,660 | \$ |
| 6880 Facilities - Bldg/Land | | | 2,126,544 | |
| 6880 Facilities - Sheriff | | | 327,515 | |
| | | | | |
| Total Permanent Funds | \$ | \$ | \$ 2,487,719 | \$ |
| ENTERPRISE FUNDS | | | | |
| 6850.341.436 Russell Gulch Expansion | \$ | \$ | \$ | \$ |
| 6850.341.435 Buckhead Mesa Expans | | | | (250,000) |
| 6855 Russell Gulch Expansion | | | | |
| 6856 Buckhead Mesa Expansion | | | 250,000 | |
| | | | | |
| Total Enterprise Funds | \$ | \$ | \$ 250,000 | \$ (250,000) |
| | | | | |
| TOTAL ALL FUNDS | \$ | \$ | \$ 8,313,124 | \$ (8,313,124) |



Schedule E

Expenditures / Expenses by Fund

GILA COUNTY
Expenditures/Expenses by Fund
Fiscal Year 2017

| FUND/DEPARTMENT | ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016 | EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016 | ACTUAL EXPENDITURES/ EXPENSES* 2016 | BUDGETED EXPENDITURES/ EXPENSES 2017 |
|--------------------------------|---|---|--|---|
| GENERAL FUND | | | | |
| 101 Board of Supervisors | \$ 1,126,297 | \$ | \$ 996,167 | \$ 1,108,180 |
| 103 Elections | 357,595 | | 282,320 | 413,944 |
| 106 Emergency Management | 270,058 | | 261,955 | 246,253 |
| 107 Human Resources | 760,526 | | 685,292 | 775,622 |
| 108 Community Development | 1,071,540 | | 940,817 | 1,099,514 |
| 115 GIS Rural Addressing | 52,850 | | 10,027 | 52,758 |
| 120 Recorder | 700,975 | | 616,076 | 702,175 |
| 143 Administrative Services | 129,691 | | 123,563 | 133,229 |
| 201.140 General Administration | 564,374 | | 691,619 | 522,161 |
| 201.140 AHCCCS/ALTCS | 3,531,100 | | 2,767,366 | 3,525,800 |
| 201.142 Professional Services | 277,500 | | 315,054 | 370,500 |
| 201/205 Finance/Purchasing | 861,634 | | 817,602 | 934,540 |
| 201.610 Community Agencies | 131,335 | | 146,300 | 242,500 |
| 203 Treasurer | 458,799 | | 454,896 | 509,048 |
| 207 Computer Services | 744,977 | | 660,560 | 821,167 |
| 221 Assessor | 1,088,921 | | 985,684 | 1,062,457 |
| 300 Sheriff | 11,185,608 | | 10,360,391 | 12,275,291 |
| 301 County Attorney | 2,063,291 | | 1,837,444 | 2,066,728 |
| 302 Clerk of Superior Court | 1,379,672 | | 1,244,798 | 1,403,046 |
| 305 Child Support Enforcement | 847,810 | | 617,765 | 842,769 |
| 311 Globe Justice Court | 598,766 | | 504,817 | 616,675 |
| 314 Payson Justice Court | 553,105 | | 527,312 | 565,955 |
| 321 Globe Constable | 153,424 | | 150,396 | 145,308 |
| 324 Payson Constable | 181,485 | | 143,245 | 180,898 |
| 329 Court Information System | 193,924 | | 170,625 | 197,526 |
| 331 Superior Court Div I | 261,321 | | 235,031 | 178,608 |
| 332 Superior Court Div II | 253,098 | | 256,063 | 176,197 |
| 333 Superior Court General | 674,608 | | 563,330 | 926,892 |
| 335 Probation | 864,894 | | 837,282 | 953,812 |
| 336 Juvenile Detention | 1,298,649 | | 1,333,517 | 1,335,112 |
| 341.104 Flood Plain Mgmt | 202,102 | | 156,118 | 202,102 |
| 345 Indigent Legal Defense | 1,193,000 | | 1,194,621 | 1,265,500 |
| 406 Public Fiduciary | 437,066 | | 448,918 | 420,421 |
| 541 Constituent Services I | 90,000 | | 6,947 | 90,000 |
| 542 Constituent Services II | 90,000 | | 79,229 | 90,000 |
| 543 Constituent Services III | 90,000 | | 72,812 | 90,000 |
| 702 School Superintendent | 390,160 | | 348,103 | 389,378 |
| 201.141 Contingency | 858,637 | | x | 386,380 |
| Indirect Costs | x | | x | (1,325,808) |
| Total General Fund | \$ 35,988,792 | \$ | \$ 31,844,062 | \$ 35,992,638 |
| RESERVES | | | | |
| 1003 CIP Reserve | \$ 3,557,000 | \$ | \$ 1,200,000 | \$ 3,050,000 |
| 1004 Rainy Day Reserve | 5,000,000 | | x | 5,000,000 |
| 1006 Cash Flow Reserve | 5,000,000 | | x | 5,000,000 |
| Total Reserve Funds | \$ 13,557,000 | \$ | \$ 1,200,000 | \$ 13,050,000 |
| SPECIAL REVENUE FUNDS | | | | |
| 1008 Health Services Fund | \$ 808,940 | \$ | \$ 696,072 | \$ 966,558 |
| 1009 Rabies Control | 406,253 | | 351,240 | 414,459 |
| 1119 Emergency Response | 266,099 | | 7,094 | 259,316 |
| 1124 Courts Security | 142,000 | | 162,815 | 289,460 |
| 1825 Gila County Wellness | 5,000 | | 3,501 | 5,000 |

| | | | | |
|-----------------------------------|---------|--|---------|---------|
| 2000 Housing | 412,137 | | 355,555 | 572,660 |
| 2001 CAP | 711,456 | | 548,531 | 645,440 |
| 2002 Housing Rehabilitation | 308,809 | | 129,406 | 414,044 |
| 2012 GEST | 551,953 | | 530,477 | 667,452 |
| 2015 Workforce Invest Act Prog | x | | x | x |
| 2016 Workforce Invest Act IV | x | | 10,995 | x |
| 2516 Health Svcs Special Proj | 105 | | 105 | x |
| 2517 HIV | 4,561 | | 3,470 | 4,653 |
| 2518 WIC | 328,636 | | 266,670 | 329,022 |
| 2519 TB | 46,161 | | 13,555 | 49,280 |
| 2521 Community Health Grant | 75,000 | | 64,798 | 71,779 |
| 2524 Immunization | 343,812 | | 71,619 | 348,358 |
| 2526 Private Stock Vaccines | 410,000 | | 279,414 | 410,000 |
| 2527 Population Health Initiative | 43,748 | | 43,461 | 70,626 |
| 2528 Commodity Supp Food Pr | 5,635 | | 625 | 5,985 |
| 2529 RXP-OD prevention | x | | 17,301 | 95,992 |
| 2530 HIV Consortium | 217,613 | | 202,460 | 222,258 |
| 2550 Public Hlth Emerg Prep | 307,002 | | 283,547 | 212,653 |
| 2552 Tobacco Free Environ | 135,000 | | 99,938 | 130,393 |
| 2557 Smoke Free AZ | 51,160 | | 46,547 | 54,913 |
| 2558 Public Hth Accredited | 97,176 | | 32,218 | 97,221 |
| 2559 Family Planning | 30,897 | | 15,769 | 31,016 |
| 2560 Teen Pregnancy Prev Svc | 192,000 | | 144,774 | 234,330 |
| 2562 Public Health in Action | x | | x | x |
| 2564 Cenpatico Prevention Svcs | 8,517 | | 5,503 | x |
| 2565 Neonatal Intensive Care | 36,171 | | 447 | 26,570 |
| 2567 Teen Pregnancy Maze | x | | x | x |
| 2568 FTE Early Childhood Scr | x | | x | x |
| 2569 Maternal & Child Health | x | | x | x |
| 2570 Maternal & Child Visit | 102,000 | | 91,328 | 81,522 |
| 2571 Supp Nutrition Ed program | X | | 157,623 | 183,431 |
| 3001 Drug Gang Violent Crime | 361,786 | | 357,842 | 387,868 |
| 3002 Sheriff Veh Impound/Stor | x | | x | x |
| 3011 Sheriff's Justice Enhance | 345,770 | | 227,102 | 345,770 |
| 3012 Sheriff Special Projects | 33,421 | | 5,790 | 33,421 |
| 3013 Sheriff Seize Eq Recap | 38,325 | | 15,398 | 68,325 |
| 3014 Immigration Enforcement | 13,554 | | x | 13,554 |
| 3046 Gila County Sheriff K9 | 353 | | x | x |
| 3047 Gila Co Sheriff DARE | 6,097 | | x | 6,597 |
| 3054 Sheriff's Victim's Rights | 1,529 | | x | 1,529 |
| 3055 Sheriff's Commissary Fund | 161,940 | | 5,189 | 162,814 |
| 3061 Sheriff BLESF Program | 153,608 | | 154,035 | 165,795 |
| 3064 Marijuana Eradication | 33,224 | | 37,496 | 33,224 |
| 3067 Methamphetamine Prog | 18,829 | | x | 18,829 |
| 3073 Homeland Security 14 | x | | x | x |
| 3074 HSGP-Critical Incident | x | | x | x |
| 3075 GOHS STEP Sheriff | x | | x | x |
| 3076 HSGP-Dispatch Comm | 25,912 | | x | x |
| 3510 IV-D Incentive/SSRE | 295,010 | | 176,664 | 298,594 |
| 3511 Child Supp Other Reimb | 812,438 | | 68,896 | 798,535 |
| 3512 Child Supp Incentive | 466,464 | | x | 480,000 |
| 3528 County Attorney Residual | 116,560 | | 66,461 | 116,560 |
| 3531 Attorney's Justice Enhance | 177,045 | | 168,470 | 229,593 |
| 3541 Victim Restitution/Subrog | 83,104 | | 10,167 | 70,000 |
| 3542 Diversion Program CA | 395,388 | | 219,993 | 403,489 |
| 3543 County Anti-Racketeering | 349,995 | | 24,209 | 349,995 |
| 3544 Cost of Prosec Reimb | 472,759 | | 82,392 | 461,602 |
| 3545 Bad Check-County Attorn | 38,809 | | 300 | 38,809 |
| 3546 DEA Federal Asset Forfeit | 7,872 | | x | 7,872 |
| 3547 Deferred Prosecution Prog | 75,382 | | 490 | 91,818 |
| 3552 County Attorney Fill the Gap | 74,853 | | 9,697 | 74,853 |
| 3553 Fair & Legal Employ Act | 60,988 | | x | 60,988 |
| 3557 AG Victim Rights | 68,666 | | 34,835 | 68,903 |
| 3560 Victim Compensation | 60,000 | | x | 60,000 |
| 3561 Drug Prosecution Grant | 75,476 | | 73,305 | 69,018 |
| 3563 Crime Victim Asst Prog | 25,026 | | 23,755 | 25,933 |

| | | | | |
|----------------------------------|-----------|---------|-----------|-----------|
| 4041 Probation Class Material | x | | x | x |
| 4042 Adult Probation Services | 470,440 | | 198,075 | 376,139 |
| 4050 Adult Drug Court | 6,500 | | 14,032 | 5,000 |
| 4051 Adult Intensive Prob Sup | 223,355 | | 214,291 | 216,621 |
| 4053 Adult JCEF IPS Assist | 23,222 | | x | 23,222 |
| 4054 CJEF S/Offender | 18,500 | | 13,092 | 10,000 |
| 4055 Community Punish Prog | 35,760 | | 9,158 | 25,000 |
| 4056 CJEF Substance Abuse | 27,912 | | 21,223 | 26,000 |
| 4057 Drug Treatment Education | 30,693 | | 8,992 | 17,000 |
| 4059 State Aid Enhancement | 373,718 | | 345,963 | 381,105 |
| 4071 JPSF-Treatment | 65,118 | | 53,286 | 68,556 |
| 4072 JPSF ERE Assistant | 142,972 | | x | x |
| 4146 Juvenile Diversion Fees | 60,934 | | x | 59,296 |
| 4147 Juvenile Probation Fees | 106,943 | | 2,477 | 106,943 |
| 4148 Juvenile Parental Reimb | 389 | | x | x |
| 4150 Juvenile Detention Altern | 20,371 | | 1,690 | x |
| 4151 Juvenile Evening/Wkend Ctr | 203,272 | | 189,715 | 205,837 |
| 4177 Court Appointed Spec Adv | 84,181 | | 69,209 | 90,495 |
| 4178 CASA- Globe | x | | 2,181 | 77,238 |
| 4189 Juvenile Drug Court | 12,000 | | 924 | 5,000 |
| 4192 Juvenile Crime Reduction | 33 | | x | x |
| 4193 Family Counseling | 17,718 | | 20,633 | 5,000 |
| 4194 Diversion-Consequences | 15,253 | | 19,089 | 17,129 |
| 4195 Diversion-Intake | 250,936 | | 173,415 | 194,306 |
| 4196 Juvenile Intensive Prob Sup | 164,577 | | 122,620 | 133,038 |
| 4197 Juvenile Standards Prob | 162,648 | | 100,907 | 110,023 |
| 4501 Law Library | 64,008 | | 64,316 | 65,606 |
| 4502 Conciliation Court Fund | 70,700 | | 59,160 | 73,800 |
| 4540 Local Aid to Indigent Def | 5 | | x | 5 |
| 4541 Local State Aid to Courts | 8,823 | | x | 8,823 |
| 4542 Local Probate Assess Fee | 46,155 | | 12,696 | 47,160 |
| 4553 State Aid to Courts | 61,266 | | x | 47,433 |
| 4555 Drug Enforcement/Sup Crt | x | | x | x |
| 4556 Field Trainer | 60,100 | | x | 3,063 |
| 4559 Children's Issues Educ | 18,941 | | 6,525 | 20,941 |
| 4566 Domestic Rel & Mediation | 7,901 | | 1,845 | 8,361 |
| 4569 Aid to Indigent Defense | 171,349 | | x | 171,349 |
| 4574 Superior Crt Cost of Pros | 261,688 | | 52,186 | 242,424 |
| 4575 DES Access Visitation | x | | x | x |
| 4577 Court Improv Project | 30,986 | | 10,504 | 31,081 |
| 4578 Expedited Child Supp/Visit | 29,018 | | 3,105 | 29,158 |
| 4740 Globe Justice Surcharge | 64,790 | | x | 64,790 |
| 4741 Payson Justice Surcharge | 148,510 | | 16,650 | 154,464 |
| 4742 FARE-Globe Jp | X | | x | x |
| 4743 Fill the Gap Globe JP | X | | 3,405 | x |
| 4744 Fill the Gap Payson Jp | x | | x | x |
| 4840 Cost of Prosec Clrk Sup Crt | 42,731 | | 10,368 | 38,339 |
| 4841 Expedited Child Support | 36,556 | | 2,015 | 23,764 |
| 4842 Document Conversion | 63,314 | | 21,544 | 56,139 |
| 4844 Spousal Maint Enforcement | 19,391 | | x | 20,072 |
| 4846 JCEF Surcharge Clrk Sup | 109,409 | | 29,750 | 92,667 |
| 4847 Family Law Commissioner | 3,139 | | x | 2,899 |
| 4848 Fill the Gap Clerk of Crt | X | | x | 10,630 |
| 5510 Gila County Education Ser | 1,311 | | x | 1,311 |
| 5520 Spec School Reserve | 5,599 | | x | 5,599 |
| 6000 Library District Grants | 188,700 | | 109,056 | 186,577 |
| 6010 Library Assistance | 1,676,735 | | 846,849 | 1,704,227 |
| 6500 Public Works | 6,586,978 | | 3,661,486 | 5,279,159 |
| 6510 PW Half Cent Trans Excise | 4,699,347 | | 1,611,128 | 4,618,696 |
| 6511 Tonto Creek Bridge | x | | x | 300,662 |
| 6512 Young 512 Road | 450,901 | | 333,338 | x |
| 6513 Intergover Agreements | 65,000 | | x | 610,106 |
| 6570 Waste Tire Fund | 233,551 | | 125,983 | 176,486 |
| 6593 TE Sidewalks Six Shooter | 5,000 | | 15,105 | 16,337 |
| 6594 TE Sidewalks Main | 5,000 | | x | 29,706 |
| 6860 Fuel Management | x | 884,264 | 272,110 | 697,723 |

| | | | | |
|-------------------------------------|----------------------|---------------------|----------------------|----------------------|
| 6870 Fleet Management | x | 148,810 | 167,097 | 649,708 |
| 7143 Assessor Surcharge | 148,478 | | 12,686 | 148,478 |
| 7144 Recorder's Suspense Acct | 24,669 | | 315 | 24,669 |
| 7145 Recorder/Document Syst | 75,914 | | x | 75,914 |
| 7146 Mine Claim Surcharge | 1,102 | | x | 1,102 |
| 7147 Computer System-Record | 226,574 | | 121,360 | 226,574 |
| 7350 Help America Vote Act | x | | x | x |
| 7351 HHS Polling Place | 75 | | x | x |
| 7430 Treasurer TIF | 11,147 | | x | 24,677 |
| 7494 EECO | x | | x | 50,000 |
| 7498 Agency Pass Thru Grants | x | | x | x |
| 7510 Pine SLID | 1,764 | | 1,771 | 1,770 |
| 7511 Apache Hills SLID | 3,272 | | 2,786 | 3,039 |
| 7512 Upper Glendale SLID | 1,396 | | 1,186 | 1,293 |
| 7513 East Verde SLID | 4,055 | | 3,727 | 4,063 |
| 7514 Miami Gardens SLID | 3,140 | | 2,911 | 2,911 |
| 7515 Midland City/Ct Hgts SLID | 16,852 | | 14,319 | 15,614 |
| 7516 Claypool/Lwr Miami SLID | 24,245 | | 20,580 | 22,439 |
| Reserve - Special Project | x | | x | x |
| CPI/Performance Pay Increases | 1,000,000 | | 37,750 | 1,000,000 |
| Total Special Revenue Funds | \$ 30,195,054 | \$ 1,033,074 | \$ 15,635,924 | \$ 31,083,435 |
| DEBT SERVICE FUNDS | | | | |
| 201.355 Debt Service | \$ 628,150 | \$ | \$ 846,570 | \$ 854,000 |
| Total Debt Service Funds | \$ 628,150 | \$ | \$ 846,570 | \$ 854,000 |
| CAPITAL PROJECTS FUNDS | | | | |
| 1007 Capital Improvements | \$ 3,439,638 | \$ | \$ 2,487,131 | \$ 3,500,000 |
| 1115 Non-Capitalized Projects | 626,250 | | 370,995 | 722,000 |
| 1114 Bond | 28,350 | | 21,655 | x |
| Total Capital Projects Funds | \$ 4,094,238 | \$ | \$ 2,879,781 | \$ 4,222,000 |
| PERMANENT FUNDS | | | | |
| 6870 Fleet | \$ | \$ | \$ | \$ 33,660 |
| 6880 Facilities Mgmt | \$ 1,744,351 | \$ | \$ 1,562,104 | \$ 2,263,227 |
| 6880 Facilities Mgmt - Sheriff | 294,405 | | 218,430 | 327,515 |
| Total Permanent Funds | \$ 2,038,756 | \$ | \$ 1,780,533 | \$ 2,624,402 |
| ENTERPRISE FUNDS | | | | |
| 6850 Recycling & Lndfl Mgmt | \$ 3,011,837 | \$ | \$ 1,358,919 | \$ 3,817,090 |
| 6855 Russell Gulch Expansion | 2,171,410 | | x | 2,071,410 |
| 6856 Buckhead Mesa Expansion | 300,000 | | x | 300,000 |
| Total Enterprise Funds | \$ 5,483,247 | \$ | \$ 1,358,919 | \$ 6,188,500 |
| TOTAL ALL FUNDS | \$ 91,985,237 | \$ | \$ 55,545,789 | \$ 94,014,975 |

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.



Schedule F

Expenditures / Expenses by Department

GILA COUNTY
Expenditures/Expenses by Department
Fiscal Year 2017

| DEPARTMENT/FUND | ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016 | EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016 | ACTUAL EXPENDITURES/ EXPENSES* 2016 | BUDGETED EXPENDITURES/ EXPENSES 2017 |
|-------------------------------|---|---|--|---|
| Board of Supervisors: | | | | |
| Board of Supervisors | \$ 1,126,297 | \$ | \$ 996,167 | \$ 1,108,180 |
| Community Agencies | 131,335 | | 146,300 | 242,500 |
| Constituent Services I | 90,000 | | 8,574 | 90,000 |
| Constituent Services II | 90,000 | | 84,620 | 90,000 |
| Constituent Services III | 90,000 | | 72,812 | 90,000 |
| EECO | x | | | 50,000 |
| Agency Pass Thru Grants | x | | | x |
| Department Total | \$ 1,527,632 | \$ | \$ 1,308,474 | \$ 1,670,680 |
| Reserves: | | | | |
| Contingency | \$ 858,637 | \$ | \$ x | \$ 972,899 |
| Cash Flow Reserve | 5,000,000 | | x | 5,000,000 |
| Rainy Day Fund | 5,000,000 | | x | 5,000,000 |
| CIP Reserve | 3,557,000 | | x | 3,050,000 |
| Department Total | \$ 14,415,637 | \$ | \$ | \$ 14,022,899 |
| Assessor: | | | | |
| Assessor | \$ 1,088,921 | \$ | \$ 985,684 | \$ 1,062,457 |
| Assessor Surcharge | 148,478 | | 12,686 | 148,478 |
| Department Total | \$ 1,237,399 | \$ | \$ 998,370 | \$ 1,210,935 |
| Recorder: | | | | |
| Recorder | \$ 700,975 | \$ | \$ 616,076 | \$ 702,175 |
| Recorder's Suspense Acct | 24,669 | | 315 | 24,669 |
| Recorder/Document Syst | 75,914 | | x | 75,914 |
| Mine Claim Surcharge | 1,102 | | x | 1,102 |
| Computer System | 226,574 | | 121,360 | 226,574 |
| Department Total | \$ 1,029,234 | \$ | \$ 737,751 | \$ 1,030,434 |
| Treasurer: | | | | |
| Treasurer | \$ 458,799 | \$ | \$ 454,896 | \$ 485,380 |
| Treasurer TIF | 11,147 | | x | 24,677 |
| Department Total | \$ 469,946 | \$ | \$ 454,896 | \$ 510,057 |
| School Superintendent: | | | | |
| School Superintendent | \$ 390,160 | \$ | \$ 348,103 | \$ 389,378 |
| Gila County Educ Srvc | 1,311 | | x | 1,311 |
| Spec School Reserve | 5,599 | | x | 5,599 |
| Department Total | \$ 397,070 | \$ | \$ 348,103 | \$ 396,288 |
| County Attorney: | | | | |
| County Attorney | \$ 2,063,291 | \$ | \$ 1,837,444 | \$ 2,066,728 |
| Child Support Enforce | 847,810 | | 617,765 | 842,769 |
| IV-D Incentive/SSRE | 295,010 | | 176,664 | 298,594 |
| Child Support Other Reimb | 812,438 | | 68,896 | 798,535 |
| Child Support Incentive | 466,464 | | x | 480,000 |
| County Att Residual Fund | 116,560 | | 66,461 | 116,560 |
| Attorney's Justice Enhance | 177,045 | | 168,470 | 229,593 |
| Victim Restit/Subrog | 83,104 | | 10,167 | 70,000 |

| | | | | |
|---------------------------|---------------------|-----------|---------------------|---------------------|
| Diversion Program CA | 395,388 | | 219,993 | 403,489 |
| County Anti-Racketeering | 349,995 | | 24,209 | 349,995 |
| Cost of Prosec Reimb | 472,759 | | 82,392 | 461,602 |
| Bad Check - CA | 38,809 | | 300 | 38,809 |
| DEA Federal Asset Forfeit | 7,872 | | x | 7,872 |
| Deferred Prosec Prog | 75,382 | | 490 | 91,818 |
| CA Fill the Gap | 74,853 | | 9,697 | 74,853 |
| Fair & Legal Employ Act | 60,988 | | x | 60,988 |
| A G Victim Rights | 68,666 | | 34,835 | 68,903 |
| Victim Compensation | 60,000 | | x | 60,000 |
| Drug Prosecution Grant | 75,476 | | 73,305 | 69,018 |
| Crime Victim Assist Prog | 25,026 | | 23,755 | 25,933 |
| Department Total | \$ 6,566,936 | \$ | \$ 3,414,843 | \$ 6,616,059 |

| | | | | |
|-------------------------------|----------------------|-----------|----------------------|----------------------|
| Sheriff: | | | | |
| Sheriff | \$ 11,185,608 | \$ | \$ 10,360,390 | \$ 12,270,580 |
| Sheriff Jail Maintenance | 294,405 | | 217,115 | 290,015 |
| Drug Gang Violent Crime | 361,786 | | 357,842 | 387,868 |
| Sheriff Vehicle Impound/Stora | x | | x | x |
| Sheriff's Justice Enhancement | 345,770 | | 227,102 | 345,770 |
| Sheriff Special Projects | 33,421 | | 5,790 | 33,421 |
| Sheriff Seized Eq Recapture | 38,325 | | 15,398 | 68,325 |
| Immigration Enforcement | 13,554 | | x | 13,554 |
| Gila County Sheriff K(| 353 | | x | x |
| Gila County Sheriff DARE | 6,097 | | x | 6,597 |
| Sheriff' Victim's Rights | 1,529 | | x | 1,529 |
| Sheriff's Commissary | 161,940 | | 5,189 | 162,814 |
| Sheriff BLESF Prog | 153,608 | | 154,035 | 165,795 |
| Marijuana Eradication | 33,224 | | 37,496 | 33,224 |
| Methamphetamine Prog | 18,829 | | x | 18,829 |
| Homeland Security 14 | x | | x | x |
| HSGP - Critical Incident | x | | x | x |
| GOHS STEP Sheriff | x | | x | x |
| HSGP - Dispatch Comm | 25,912 | | x | x |
| Department Total | \$ 12,674,361 | \$ | \$ 11,380,358 | \$ 13,798,321 |

| | | | | |
|-------------------------|-------------------|-----------|-------------------|-------------------|
| Globe Constable: | | | | |
| Globe Constable | \$ 153,424 | \$ | \$ 150,396 | \$ 145,308 |
| Department Total | \$ 153,424 | \$ | \$ 150,396 | \$ 145,308 |

| | | | | |
|-------------------------|-------------------|-----------|-------------------|-------------------|
| Payson Constable: | | | | |
| Payson Constable | \$ 181,485 | \$ | \$ 143,245 | \$ 180,898 |
| Department Total | \$ 181,485 | \$ | \$ 143,245 | \$ 180,898 |

| | | | | |
|--------------------------------|------------|----|------------|------------|
| Superior Court: | | | | |
| Superior Court Div I | \$ 261,321 | \$ | \$ 235,031 | \$ 178,608 |
| Superior Court Div II | 253,098 | | 256,063 | 176,197 |
| Superior Court General | 674,608 | | 563,330 | 926,892 |
| Court Information System | 193,924 | | 170,625 | 197,526 |
| Indigent Legal Defense | 1,193,000 | | 1,194,621 | 1,265,500 |
| Law Library Fund | 64,008 | | 64,316 | 65,606 |
| Conciliation Court Fund | 70,700 | | 59,160 | 73,800 |
| Local Aid to Indigent Defense | 5 | | x | 5 |
| Local State Aid to Courts | 8,823 | | x | 8,823 |
| Local Probate Assess Fee | 46,155 | | 12,696 | 47,160 |
| State Aid to Courts | 61,266 | | x | 47,433 |
| Drug Enforcement/Supr Crt | x | | x | x |
| Field Trainer | 60,100 | | x | 3,063 |
| Children's Issues Education | 18,941 | | 6,525 | 20,941 |
| Domestic Relations & Mediation | 7,901 | | 1,845 | 8,361 |
| Aid to Indigent Defense | 171,349 | | x | 171,349 |
| Superior Crt Cost of Prosec | 261,688 | | 52,186 | 242,424 |

| | | | | | | |
|--------------------------------|---------------------|-----------|---------------------|-----------|---------------------|-----------|
| DES Access Visitation | | x | | x | | x |
| Court Improvement Project | 30,986 | | 10,504 | | 31,081 | |
| Expedited Child Supp Visit | 29,018 | | 3,105 | | 29,158 | |
| Department Total | \$ 3,406,891 | \$ | \$ 2,630,007 | \$ | \$ 3,493,927 | \$ |
| Probation: | | | | | | |
| Probation | \$ 864,894 | \$ | \$ 837,282 | \$ | 933,415 | |
| Probation Class Material | x | | x | | x | |
| Adult Probation Services | 470,440 | | 198,075 | | 376,139 | |
| Adult Drug Court | 6,500 | | 14,032 | | 5,000 | |
| Adult Intensive Prob Supr | 223,355 | | 214,291 | | 216,621 | |
| Adult JCEF IPS Assist | 23,222 | | x | | 23,222 | |
| CJEF S/Offender | 18,500 | | 13,092 | | 10,000 | |
| Comm Punishment Program | 35,760 | | 9,158 | | 25,000 | |
| CJEF Substance Abuse | 27,912 | | 21,223 | | 26,000 | |
| Drug Treatment Education | 30,693 | | 8,992 | | 17,000 | |
| State Aid Enhancement | 373,718 | | 345,963 | | 381,105 | |
| JPSF - Treatment | 65,118 | | 53,286 | | 68,556 | |
| JPSF ERE Assistant | 142,972 | | x | | x | |
| Juvenile Diversion Fees | 60,934 | | x | | 59,296 | |
| Juvenile Probation Fees | 106,943 | | 2,477 | | 106,943 | |
| Juvenile Parental Reimb | 389 | | x | | x | |
| Court Appt Spec Advocate | 84,181 | | 69,209 | | 90,495 | |
| Juvenile Drug Court | 12,000 | | 924 | | 5,000 | |
| Juvenile Crime Reduction | 33 | | x | | x | |
| Family Counseling | 17,718 | | 20,633 | | 5,000 | |
| Diversion - Consequences | 15,253 | | 19,089 | | 17,129 | |
| Diversion - Intake | 250,936 | | 173,415 | | 194,306 | |
| Juv Intensive Probation Superv | 164,577 | | 122,620 | | 133,038 | |
| Juvenile Standards Probation | 162,648 | | 100,907 | | 110,023 | |
| CASA-Globe | x | | 2,181 | | 77,238 | |
| Department Total | \$ 3,158,696 | \$ | \$ 2,226,849 | \$ | \$ 2,880,526 | \$ |
| Juvenile Detention: | | | | | | |
| Juvenile Detention | \$ 1,298,649 | \$ | \$ 1,333,517 | \$ | 1,335,112 | |
| Juv Detention Alternatives | 20,371 | | 1,690 | | x | |
| Juv Evening/Wkend Res Cntr | 203,272 | | 189,715 | | 205,837 | |
| Department Total | \$ 1,522,292 | \$ | \$ 1,524,922 | \$ | \$ 1,540,949 | \$ |
| Globe Justice Court: | | | | | | |
| Globe Justice Court | \$ 598,766 | \$ | \$ 504,817 | \$ | 592,848 | |
| Globe Justice Crt Surcharge | 64,790 | | x | | 64,790 | |
| Fill the Gap | x | | 3,405 | | x | |
| FARE Globe JP | x | | x | | x | |
| Department Total | \$ 663,556 | \$ | \$ 508,222 | \$ | \$ 657,638 | \$ |
| Payson Justice Court: | | | | | | |
| Payson Justice Court | \$ 553,105 | \$ | \$ 527,321 | \$ | 565,955 | |
| Payson Justice Crt Surcharge | 148,510 | | 16,650 | | 154,464 | |
| Fill the Gap | x | | x | | x | |
| Department Total | \$ 701,615 | \$ | \$ 543,971 | \$ | \$ 720,419 | \$ |
| Clerk of the Superior Court: | | | | | | |
| Clerk of the Superior Court | \$ 1,379,672 | \$ | \$ 1,244,798 | \$ | 1,403,046 | |
| Cost of Pros Clrk Sup Crt | 42,731 | | 10,368 | | 38,339 | |
| Expedited Child Support | 36,556 | | 2,015 | | 23,764 | |
| Doc Conversion Superior Crt | 63,314 | | 21,544 | | 56,139 | |
| Spousal Maintenance Enforce | 19,391 | | x | | 20,072 | |
| JCEF Surcharge | 109,409 | | 29,750 | | 92,667 | |
| Family Law Commissioner | 3,139 | | x | | 2,899 | |
| Fill the Gap | X | | x | | 10,630 | |
| Department Total | \$ 1,654,212 | \$ | \$ 1,308,475 | \$ | \$ 1,647,556 | \$ |
| Elections: | | | | | | |

| | | | | |
|---------------------------|---------------------|-----------|---------------------|---------------------|
| Elections | \$ 357,595 | \$ | \$ 282,320 | \$ 413,944 |
| Help America Vote Act | x | | x | x |
| HHS Polling Place Access | 75 | | x | x |
| Department Total | \$ 357,670 | \$ | \$ 282,320 | \$ 413,944 |
| Emergency Services: | | | | |
| Emergency Management | \$ 270,058 | \$ | \$ 261,955 | \$ 246,253 |
| Emergency Response | 266,099 | | 7,094 | 260,418 |
| Natural Resources | 209,000 | | 157,151 | 250,000 |
| Department Total | \$ 745,157 | \$ | \$ 426,200 | \$ 756,671 |
| Finance/Purchasing: | | | | |
| Finance/Purchasing | \$ 861,634 | \$ | \$ 817,602 | \$ 934,540 |
| General Administration | 564,374 | | 691,619 | 522,161 |
| AHCCCS/ALTCS | 3,531,100 | | 2,767,366 | 3,525,800 |
| Professional Services | 277,500 | | 315,054 | 370,500 |
| Indirect Costs | x | | x | (1,325,808) |
| Debt Services | 628,150 | | 649,519 | 854,000 |
| Department Total | \$ 5,862,758 | \$ | \$ 5,241,160 | \$ 4,881,193 |
| Human Resources: | | | | |
| Human Resources | \$ 760,526 | \$ | \$ 685,292 | \$ 775,622 |
| Gila Cty Wellness Program | 5,000 | | 553 | 5,000 |
| CPI/Performance increase | 1,000,000 | | 37,750 | 1,000,000 |
| Department Total | \$ 1,765,526 | \$ | \$ 723,595 | \$ 1,780,622 |
| Administrative Services: | | | | |
| Administrative Services | \$ 129,691 | \$ | \$ 123,563 | \$ 133,229 |



Schedule G

*Full / Time Employees and Personnel
Compensation*

GILA COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2017

| FUND | Full-Time Equivalent (FTE) 2017 | Employee Salaries and Hourly Costs 2017 | Retirement Costs 2017 | Healthcare Costs 2017 | Other Benefit Costs 2017 | Total Estimated Personnel Compensation 2017 |
|-------------------------------|--|--|----------------------------------|----------------------------------|---|--|
| GENERAL FUND | | | | | | |
| 101 Board of Supervisors | 12.00 | 737,713 | 107,696 | 94,176 | 59,355 | 998,940 |
| 103 Elections | 4.00 | 160,834 | 18,464 | 31,392 | 12,994 | 223,684 |
| 106 Emergency Management | 1.90 | 102,984 | 11,823 | 14,911 | 11,783 | 141,501 |
| 107 Human Resources | 4.50 | 229,497 | 26,346 | 35,316 | 18,586 | 309,745 |
| 108 Community Development | 15.00 | 703,335 | 80,743 | 109,872 | 61,311 | 955,261 |
| 115 GIS Rural Addressing | 1.00 | 29,190 | 3,386 | 7,848 | 2,311 | 42,735 |
| 120 Recorders | 11.00 | 366,155 | 49,703 | 86,328 | 29,480 | 531,667 |
| 143 Administrative Services | 3.00 | 82,644 | 9,488 | 23,544 | 6,452 | 122,127 |
| 201 Finance | 13.50 | 559,559 | 64,237 | 105,948 | 44,297 | 774,042 |
| 203 Treasurer | 6.00 | 265,698 | 38,171 | 43,415 | 21,641 | 368,925 |
| 207 Computer Services | 6.59 | 342,946 | 37,772 | 51,718 | 27,315 | 459,751 |
| 221 Assessor | 17.00 | 616,795 | 75,144 | 133,416 | 49,362 | 874,717 |
| 300 Sheriff | 158.90 | 6,627,746 | 1,591,370 | 1,247,047 | 665,336 | 10,131,500 |
| 301 County Attorney | 23.60 | 1,327,842 | 167,302 | 185,736 | 105,844 | 1,786,724 |
| 302 Clerk of Superior Court | 22.40 | 852,103 | 105,490 | 172,656 | 66,379 | 1,196,628 |
| 305 Child Support Enforcement | 13.00 | 496,132 | 56,956 | 102,024 | 38,674 | 693,785 |
| 311 Globe Justice Court | 9.20 | 363,157 | 52,764 | 71,940 | 27,906 | 515,767 |
| 314 Payson Justice Court | 9.00 | 349,744 | 51,479 | 70,632 | 27,966 | 499,822 |
| 321 Globe Constable | 2.50 | 99,687 | 8,563 | 14,911 | 8,282 | 131,443 |
| 324 Payson Constable | 2.48 | 119,818 | 19,191 | 15,696 | 9,825 | 164,530 |
| 329 Court Information System | 2.00 | 84,142 | 9,660 | 15,696 | 7,640 | 117,138 |
| 331 Superior Court Div I | 2.00 | 121,542 | 13,953 | 15,696 | 4,959 | 156,150 |
| 332 Superior Court Div II | 2.00 | 124,129 | 14,250 | 15,696 | 5,160 | 159,235 |
| 333 Superior Court General | 9.56 | 580,609 | 62,569 | 69,956 | 46,450 | 759,584 |
| 335 Probation | 10.22 | 497,213 | 85,946 | 80,207 | 49,010 | 712,376 |
| 336 Juvenile Detention | 24.18 | 812,190 | 96,800 | 182,230 | 80,866 | 1,172,086 |
| 341.104 Flood Plain Mgmt | 2.00 | 121,639 | 13,964 | 15,696 | 10,352 | 161,652 |
| 406 Public Fiduciary | 7.00 | 254,773 | 29,248 | 47,088 | 20,776 | 351,885 |
| 702 School Superintendent | 6.41 | 253,186 | 36,735 | 50,306 | 20,796 | 361,022 |
| Total General Fund | 401.94 | \$ 17,283,002 | \$ 2,939,212 | \$ 3,111,097 | \$ 1,541,107 | \$ 24,874,419 |
| SPECIAL REVENUE FUNDS | | | | | | |
| 1008.404 Health Service Fund | 8.37 | \$ 358,698 | \$ 41,179 | \$ 62,784 | \$ 28,455 | \$ 491,116 |
| 1008.405 Environmental Health | 3.35 | 169,284 | 19,434 | 23,544 | 4,647 | 216,909 |

GILA COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2017

| FUND | Full-Time Equivalent (FTE) 2017 | Employee Salaries and Hourly Costs 2017 | Retirement Costs 2017 | Healthcare Costs 2017 | Other Benefit Costs 2017 | Total Estimated Personnel Compensation 2017 |
|-----------------------------------|--|--|----------------------------------|----------------------------------|---|--|
| 1009.404 Rabies Control | 6.20 | 197,017 | 22,618 | 47,088 | 15,629 | 282,352 |
| 2000 Housing | 3.70 | 165,269 | 18,973 | 34,531 | 13,428 | 232,201 |
| 2001 CAP | 3.85 | 136,787 | 15,703 | 28,959 | 10,837 | 192,286 |
| 2002-Housing Rehabilitation | 1.75 | 76,242 | 8,753 | 14,911 | 6,358 | 106,264 |
| 2012 Gest | 11.05 | 373,603 | 42,890 | 82,478 | 31,128 | 530,099 |
| 2517 HIV | 0.05 | 1,936 | 222 | | | 2,158 |
| 2518 WIC | 5.91 | 169,900 | 19,505 | 46,303 | 1,344 | 237,051 |
| 2519 TB | 0.05 | 2,279 | 255 | 392 | 154 | 3,080 |
| 2521 Community Health Grant | 1.26 | 34,286 | 2,800 | 14,125 | 2,718 | 53,928 |
| 2524 Immunization | 2.06 | 70,856 | 8,134 | 16,088 | 4,558 | 99,636 |
| 2527 Population Health Initiative | 0.50 | 29,787 | 3,924 | 3,420 | 2,297 | 39,428 |
| 2528 Commodity Supp Food Pr | 0.04 | 1,156 | 133 | 314 | 98 | 1,700 |
| 2529 RXP-OD prevention | 1.10 | 32,375 | 3,717 | 8,554 | 2,527 | 47,173 |
| 2530 HIV Consortium | 2.09 | 72,243 | 8,294 | 16,167 | 5,640 | 102,343 |
| 2550 Public Hlth Emerg Prep | 2.60 | 104,044 | 11,944 | 20,405 | 82,543 | 218,936 |
| 2552 Tobacco Free Environ | 1.81 | 57,685 | 6,622 | 10,987 | 4,572 | 79,866 |
| 2557 Smoke Free AZ | 0.10 | 38,035 | 4,366 | 7,848 | 3,017 | 53,267 |
| 2559 Family Planning | 0.05 | 2,484 | 285 | 392 | 197 | 3,358 |
| 2560 Teen Pregnancy Prev Svc | 3.36 | 129,776 | 14,898 | 26,369 | 10,152 | 181,196 |
| 2570 Maternal & Child Visit | 1.35 | 54,703 | 6,280 | 9,417 | 4,308 | 74,708 |
| 2571 Supp Nutrition Ed program | 1.00 | 41,454 | 4,759 | 7,848 | 65 | 54,126 |
| 3001 Drug Gang Violent Crime | 4.00 | 225,543 | 105,306 | 31,392 | 23,227 | 385,468 |
| 3055 Sheriff's Commissary Fund | 1.00 | 32,877 | 2,854 | 7,848 | 3,386 | 46,965 |
| 3061 Sheriff BLESF Program | 2.00 | 94,847 | 44,284 | 15,696 | 9,768 | 164,595 |
| 3510 IV-D Incentive/SSRE | 2.00 | 72,829 | 8,361 | 15,696 | 5,677 | 102,562 |
| 3511 Child Supp Other Reimb | 1.00 | 35,705 | 4,099 | 7,848 | 2,783 | 50,435 |
| 3531 Attorney's Justice Enhance | 3.00 | 129,595 | 14,878 | 23,544 | 10,101 | 178,118 |
| 3542 Diversion Program CA | 6.00 | 276,124 | 31,699 | 47,088 | 21,522 | 376,434 |
| 3544 Cost of Prosec Reimb | 2.75 | 118,301 | 13,581 | 21,582 | 9,221 | 162,685 |
| 3547 Deferred Prosecution Prog | 1.00 | 36,247 | 4,161 | 7,848 | 2,825 | 51,081 |
| 3557 AG Victim Rights | 0.90 | 32,320 | 3,710 | 6,867 | 2,519 | 45,416 |
| 3561 Drug Prosecution Grant | 1.00 | 51,285 | 5,888 | 7,848 | 3,997 | 69,018 |
| 3563 Crime Victim Asst Prog | 0.50 | 18,452 | 2,118 | 3,924 | 1,438 | 25,933 |
| 4042 Adult Probation Services | 4.75 | 169,002 | 33,553 | 37,278 | 16,327 | 256,160 |
| 4051 Adult Intensive Prob Sup | 3.50 | 145,656 | 28,072 | 27,468 | 13,883 | 215,079 |
| 4059 State Aid Enhancement | 6.50 | 256,801 | 48,939 | 51,012 | 24,352 | 381,104 |
| 4071 JPSF-Treatment | 0.78 | 41,608 | 8,688 | 6,121 | 3,369 | 59,787 |
| 4146 Juvenile Diversion Fees | 0.25 | 6,151 | 706 | 1,962 | 479 | 9,298 |
| 4151-Juvenile Ev/Wkd Res Ctr | 1.22 | 37,627 | 5,452 | 9,575 | 3,184 | 55,838 |
| 4177 Court Appointed Spec Adv | 1.50 | 54,996 | 6,313 | 11,772 | 1,215 | 74,296 |
| 4178- Casa Globe | 1.00 | 54,995 | 4,937 | 7,848 | 3,350 | 71,130 |
| 4194 Diversion-Consequences | 0.20 | 4,660 | 535 | 1,570 | 363 | 7,127 |

GILA COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2017

| FUND | Full-Time Equivalent (FTE) 2017 | Employee Salaries and Hourly Costs 2017 | Retirement Costs 2017 | Healthcare Costs 2017 | Other Benefit Costs 2017 | Total Estimated Personnel Compensation 2017 |
|-------------------------------------|---------------------------------------|--|--------------------------|--------------------------|--------------------------------|--|
| 4195 Diversion-Intake | 2.80 | 131,966 | 26,376 | 20,012 | 12,452 | 190,805 |
| 4196 Juvenile Intensive Prob Sup | 2.00 | 89,257 | 14,223 | 15,696 | 8,828 | 128,004 |
| 4197 Juvenile Standards Prob | 1.50 | 591,655 | 6,792 | 11,772 | 5,588 | 615,806 |
| 4501 Law Library | 1.00 | 28,303 | 3,249 | 7,848 | 2,205 | 41,605 |
| 4574 Superior Crt Cost of Pros | 0.60 | 25,781 | 2,960 | 4,676 | 2,008 | 35,426 |
| 4577 Court Improv Project | 0.50 | 11,990 | 1,376 | 3,924 | 2,214 | 19,504 |
| 6000 Library District Grants | 0.30 | 12,436 | 1,428 | 5,493 | 971 | 20,328 |
| 6010 Library Assistance | 4.20 | 233,285 | 26,781 | 32,962 | 18,874 | 311,902 |
| 6500 Public Works | 70.70 | 2,757,625 | 316,575 | 227,592 | 286,181 | 3,587,974 |
| 6570 Waste Tire Fund | 0.67 | 25,262 | 2,900 | 5,258 | 1,972 | 35,393 |
| 6860 Fuel Management | 0.50 | 19,329 | 2,219 | 3,924 | 1,645 | 27,117 |
| 6870 Fleet Management | 2.50 | 86,842 | 9,969 | 19,620 | 7,870 | 124,302 |
| Total Special Revenue Funds | 193.72 | \$ 8,229,249 | \$ 1,058,669 | \$ 1,193,489 | \$ 748,468 | \$ 11,229,875 |
| DEBT SERVICE FUNDS | | \$ | \$ | \$ | \$ | \$ |
| | | | | | | |
| | | | | | | |
| Total Debt Service Funds | | \$ | \$ | \$ | \$ | \$ |
| CAPITAL PROJECTS FUNDS | | \$ | \$ | \$ | \$ | \$ |
| | | | | | | |
| | | | | | | |
| Total Capital Projects Funds | | \$ | \$ | \$ | \$ | \$ |
| PERMANENT FUNDS | | | | | | |
| 6680 Facilities Mgmt. | 21.83 | \$ 696,554 | \$ 79,964 | \$ 164,808 | \$ 54,376 | \$ 995,703 |
| 6880 Facilities Mgmt Sheriff | 2.00 | 58,993 | 6,772 | 15,696 | 4,646 | 86,108 |
| Total Permanent Funds | 23.83 | \$ 755,547 | \$ 86,737 | \$ 180,504 | \$ 59,023 | \$ 1,081,811 |
| ENTERPRISE FUNDS | | | | | | |
| 6850 Recycling and Landfill Mgmt | 12.33 | \$ 421,508 | \$ 48,389 | \$ 96,766 | \$ 33,681 | \$ 600,344 |
| | | | | | | |
| Total Enterprise Funds | 12.33 | \$ 421,508 | \$ 48,389 | \$ 96,766 | \$ 33,681 | \$ 600,344 |
| INTERNAL SERVICE FUND | | \$ | \$ | \$ | \$ | \$ |
| | | | | | | |
| | | | | | | |

GILA COUNTY
Full-Time Employees and Personnel Compensation
Fiscal Year 2017

| FUND | Full-Time Equivalent (FTE) 2017 | Employee Salaries and Hourly Costs 2017 | Retirement Costs 2017 | Healthcare Costs 2017 | Other Benefit Costs 2017 | Total Estimated Personnel Compensation 2017 |
|------------------------------------|--|--|----------------------------------|----------------------------------|---|--|
| Total Internal Service Fund | | \$ | \$ | \$ | \$ | \$ |
| TOTAL ALL FUNDS | 631.82 | \$ 26,689,306 | \$ 4,133,007 | \$ 4,581,856 | \$ 2,382,280 | \$ 37,786,449 |



Appendix



Notice of Pending Financial Statement Filing

July 26, 2016

Arizona Revised Statutes (A.R.S.) §11-661 requires counties to file a copy of their financial statements with the Office of the Auditor General pursuant to A.R.S. §41-1279.07 within 9 months after the close of each fiscal year. These financial statements must be posted in a prominent location of the County's official Web site within 7 business days of filing the reports with the Auditor General.

This form is posted on our Web site in place of the financial statements until the financial statements are filed with the Office of the Auditor General. A copy of this form has been sent to the Office of the Auditor General, the Speaker of the House of Representatives, and the President of the Senate.

If the financial statements are not completed as prescribed, on or before the adoption process of our budget pursuant to A.R.S. §§42-17103 and 42-17105, this form will be published in the budget for the subsequent fiscal year to notify taxpayers that the required financial statements are pending, the reasons for the delay, and the estimated date of completion.

GILA COUNTY, ARIZONA Reporting Year: Fiscal Year 2012-2013

| | |
|-------------------------------|--|
| Reasons for delayed report: | Reports in Progress with Outside Audit Firm |
| Estimated Date of Completion: | September 30, 2016 |
| Contact Name: | Jeff Hassenius, Finance Director |
| Phone Number: | 928-425-3231 |
| Email: | jhassenius@gilacountyaz.gov |



Notice of Pending Financial Statement Filing

July 26, 2016

Arizona Revised Statutes (A.R.S.) §11-661 requires counties to file a copy of their financial statements with the Office of the Auditor General pursuant to A.R.S. §41-1279.07 within 9 months after the close of each fiscal year. These financial statements must be posted in a prominent location of the County's official Web site within 7 business days of filing the reports with the Auditor General.

This form is posted on our Web site in place of the financial statements until the financial statements are filed with the Office of the Auditor General. A copy of this form has been sent to the Office of the Auditor General, the Speaker of the House of Representatives, and the President of the Senate.

If the financial statements are not completed as prescribed, on or before the adoption process of our budget pursuant to A.R.S. §§42-17103 and 42-17105, this form will be published in the budget for the subsequent fiscal year to notify taxpayers that the required financial statements are pending, the reasons for the delay, and the estimated date of completion.

GILA COUNTY, ARIZONA Reporting Year: Fiscal Year 2013-2014

| | |
|-------------------------------|--|
| Reasons for delayed report: | Reports in Progress with Outside Audit Firm |
| Estimated Date of Completion: | June 30, 2017 |
| Contact Name: | Jeff Hassenius, Finance Director |
| Phone Number: | 928-425-3231 |
| Email: | jhassenius@gilacountyaz.gov |



Notice of Pending Financial Statement Filing

July 26, 2016

Arizona Revised Statutes (A.R.S.) §11-661 requires counties to file a copy of their financial statements with the Office of the Auditor General pursuant to A.R.S. §41-1279.07 within 9 months after the close of each fiscal year. These financial statements must be posted in a prominent location of the County's official Web site within 7 business days of filing the reports with the Auditor General.

This form is posted on our Web site in place of the financial statements until the financial statements are filed with the Office of the Auditor General. A copy of this form has been sent to the Office of the Auditor General, the Speaker of the House of Representatives, and the President of the Senate.

If the financial statements are not completed as prescribed, on or before the adoption process of our budget pursuant to A.R.S. §§42-17103 and 42-17105, this form will be published in the budget for the subsequent fiscal year to notify taxpayers that the required financial statements are pending, the reasons for the delay, and the estimated date of completion.

GILA COUNTY, ARIZONA Reporting Year: Fiscal Year 2014-2015

| | |
|-------------------------------|--|
| Reasons for delayed report: | Reports in Progress with Outside Audit Firm |
| Estimated Date of Completion: | June 30, 2017 |
| Contact Name: | Jeff Hassenius, Finance Director |
| Phone Number: | 928-425-3231 |
| Email: | jhassenius@gilacountyaz.gov |

Gila County FY17 Budget Overview

26 July 2016

Budget Process Accomplishments

- Simplified the Budget Process
- Integrated a Five-Year Capital Expenditure Plan & Planning Process
- Improved Communication and Transparency
- Deconstructed and Reconstructed the Budget
- Identified areas for Future Process Improvement
- Identified all Fixed and Future Funding Commitments
- Hosted two Public Forums, in Payson and in Globe

Budget Accomplishments

- Maintained existing Tax Rate of 4.19 percent
- Preserved Budget Reserve Balances
- Maintained existing funding for Community Agency, Constituent Funds, Economic Development, Natural Resources and the Community College.
- Provided 3.5 Million to fund FY17 Capital Expenditure Plan
- Provided for Annual Employee Pay Increases (CPI and Pay for Performance)
- Absorbed increases to Contribution Rates of all Retirement Plans
- Shared the Rate Increases (6%) associated with Medical Insurance Coverage (Average 81.5% Employer Share of Benefit Costs)

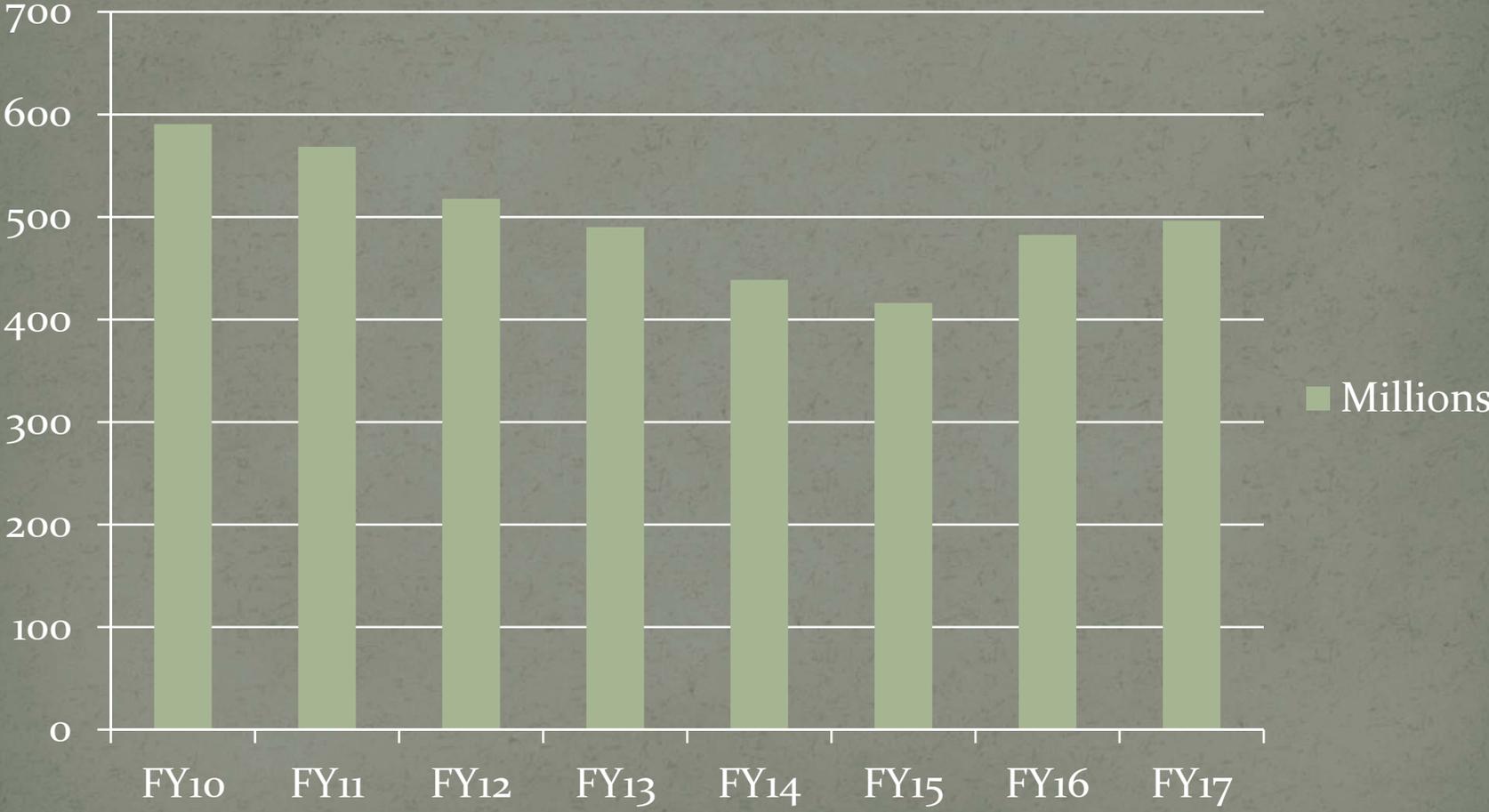
FY16 – FY17 Comparison

- Total Budget: \$94,014,975 (1% overall increase)
 - General Fund: \$49,042,638 (1% decrease)
 - Special Revenue Funds: \$31,083,435 (.5% decrease)
 - Debt Service Fund: \$854,000 (36% increase)
 - Capital Projects Fund: \$4,222,000 (3% increase)
 - Permanent Funds: \$2,624,402 (29% increase)
 - Enterprise Funds: \$6,188,500 (13% increase)

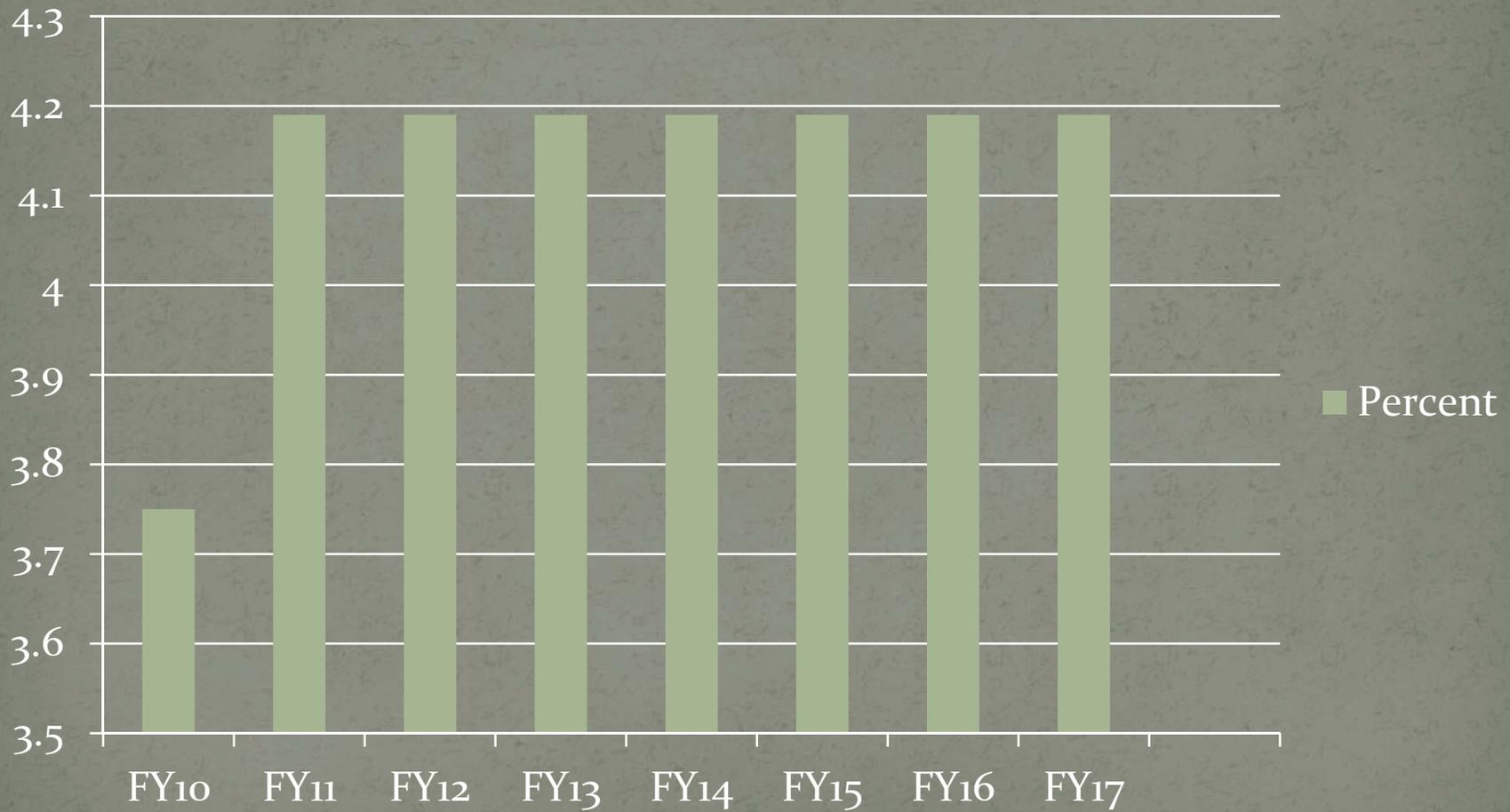
Tentative to Adopted Budget

- Total All Funds remains at \$94,014,975
 - General Fund Budget reduced by \$333,100 to offset the following increases:
 - Special Revenue Budget increased by \$272,100
 - Capital Projects Fund increased by \$23,500
 - Permanent Fund increased by \$37,500

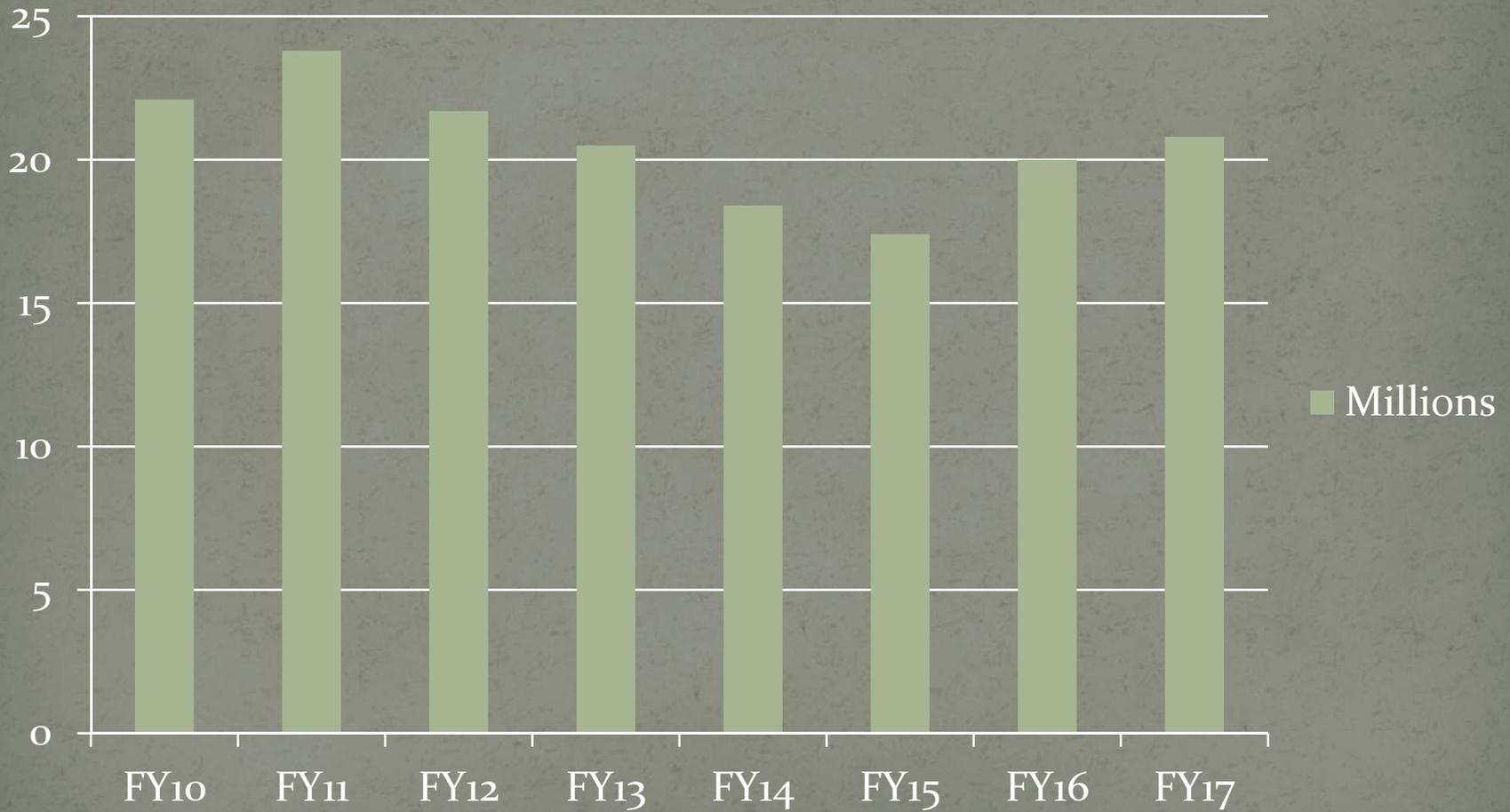
Assessed Property Values



Primary Property Tax Rate



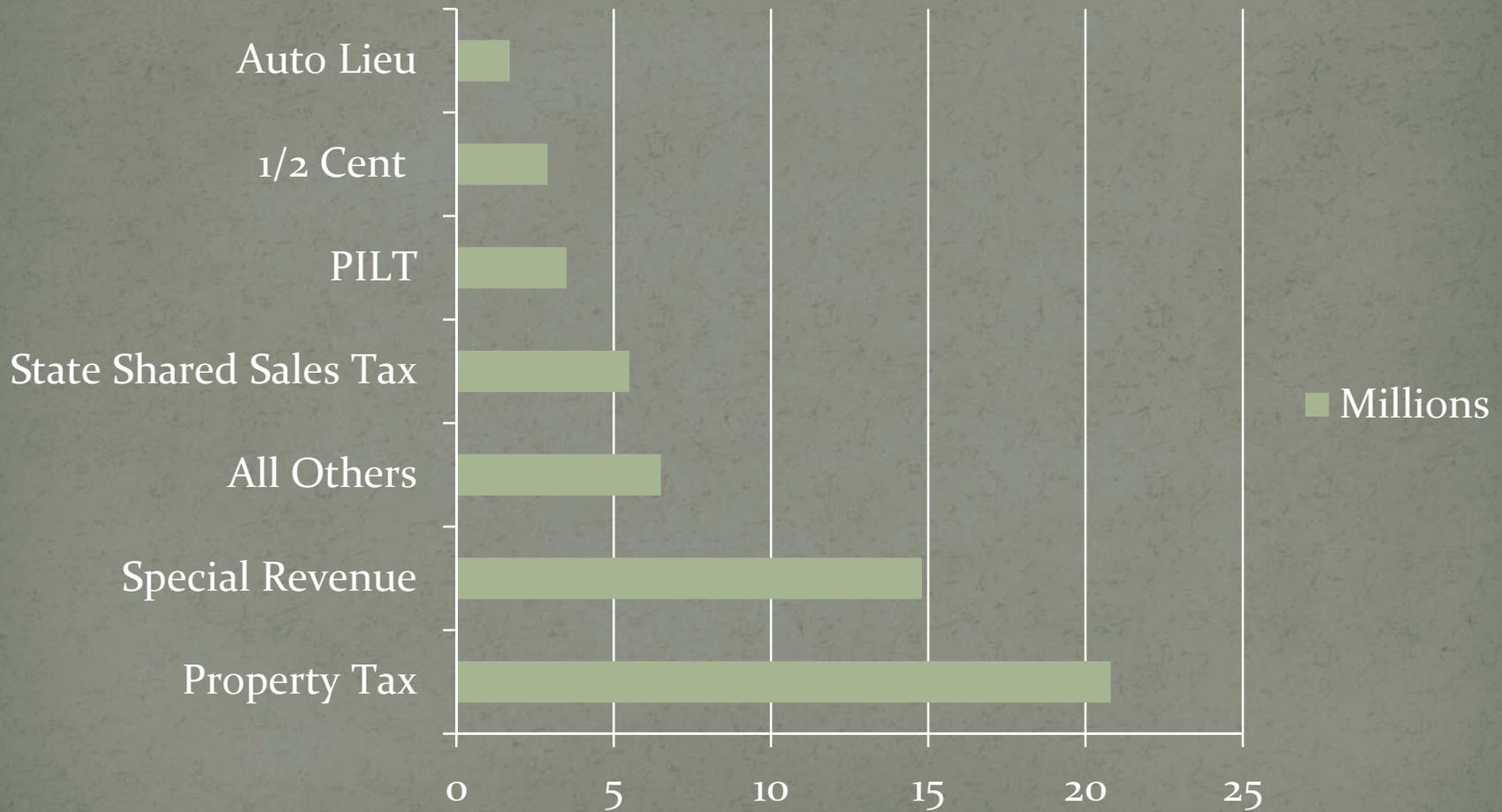
Primary Tax Levy



Levy Increases over FY16

- Primary Property Tax Levy
 - \$779,511 in additional revenue
- Secondary Library Levy
 - \$45,115 in additional revenue
- Secondary Fire District Assistance Levy
 - \$13,779 in additional revenue

Major Sources of Funds



General Fund Activities



ARF-3881

Regular Agenda Item 3. C.

Special BOS Meeting

Meeting Date: 07/26/2016

Submitted For: Steve Sanders, Submitted By: Betty Hurst, Buyer
Director

Department: Public Works

Fiscal Year: 2016-2017 Budgeted?: Yes

Contract Dates TBD Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Authorization to Advertise Request for Qualifications (RFQ) No. 060916 for Pre-design (Phase 1) - Site Development Alternatives for the Payson Courthouse Complex.

Background Information

Gila County wishes to make improvements to the Payson Courthouse Complex at 108 W Main Street in Payson and some of the improvements may include modifications to the recently acquired NAPA building (Building A) and the existing Sheriff's Office and Jail, also shown on Exhibit A. The County would like to make the best use of the entire complex to accommodate the proposed building modifications as well as the existing use of the property.

Evaluation

Gila County wishes to hire a qualified engineering design firm to perform pre-design services (hereby referred to as Phase 1). Phase 1 shall include preliminary design alternatives for the site addressing pedestrians and vehicular traffic flow, parking, drainage, existing vegetation, and the re-location of existing utilities, if needed.

The Request for Qualifications process is a two-phase process. Phase one is based on competence and qualifications only. The first phase of the RFQ process will be to assemble an evaluation committee to evaluate responses received from various contractors, and make a selection based on the evaluation scores. The second phase of the RFQ process will then be to negotiate a contract with the successful qualifier.

The specifications call for substantial completion within one hundred and twenty calendar days from the Notice to Proceed, with final completion no later than fifteen calendar days from date of substantial completion.

With the Board's approval, a notice for RFQ No. 060916 will be advertised in the Arizona Silver Belt on August 3, 2016, and August 10, 2016, with a bid due date of August 19, 2016.

Conclusion

The Payson Courthouse Complex at 108 W Main Street in Payson, Arizona, is in need of modifications and improvements and some of the improvements may include modifications to the recently acquired NAPA building (Building A) and the existing Sheriff's Office and Jail, also shown on Exhibit A. Through the RFQ process, the successful company must prepare pre-design alternatives for the site.

Recommendation

The Finance Division Director and the Public Works Division Director recommend that the Board of Supervisors approve the request to advertise RFQ No. 060916 for the Payson Courthouse Complex.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Qualifications No. 060916 for Pre-Design Alternatives (Phase 1)-Site Development Alternatives for the Payson Courthouse Complex of which some of the improvements may include modifications to the recently acquired NAPA building (Building A) and the existing Sheriff's Office and Jail, as shown on Exhibit A. **(Jeff Hassenius)**

Attachments

Request for Qualifications No. 060916-Payson Courthouse Complex

Request to Advertise for Bids

Exhibit A

Approval as to Form

REQUEST FOR QUALIFICATIONS NO. 060916

**PREDESIGN (PHASE 1) - SITE DEVELOPMENT ALTERNATIVES
FOR
THE PAYSON COURTHOUSE COMPLEX**

**Payson Courthouse Complex
108 W. Main Street**

PAYSON, ARIZONA



BOARD OF SUPERVISORS
Michael A. Pastor, Chairman
Tommie C. Martin, Vice Chairman
John D. Marcanti, Member

County Manager
Don E. McDaniel, Jr.



**GILA COUNTY
PROCUREMENT GROUP
REQUEST FOR QUALIFICATIONS**

1400 East Ash Street
Globe, Arizona
85501

**RFQ NUMBER
060916**

DUE DATE: August 19, 2016 **TIME:** 4:00 PM MST

DESCRIPTION: PreDesign (Phase 1)-Site Development Alternatives for
The Payson Courthouse Complex

PRE-BID CONFERENCE: "Not Applicable"

RFQ Opening and Submittal Location: Gila County Guerrero Conference Room
Guerrero Building
1400 E. Ash Street, Globe, AZ 85501

In accordance with A.R.S. §41-2533, Request for Qualifications No. 060916 for the materials or services specified will be received by the Gila County Finance Department at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Finance Department shall not be considered. To receive bid documents contact the Contracts Administrator at (928) 402-8612.

The Board of Supervisors 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. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County procurement code. A copy of the Code is available for review in the office of the Clerk of the Board, Gila County Courthouse, 1400 E. Ash St., Globe, AZ.

Advertisement Dates: August 3rd and August 10th, 2016

BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department: Gila County Public Works
Type of Contract: Term
Term of Contract: 120 Calendar Days
Phone Number: 928-402-4355

Signed: _____ Date: ____/____/____
Michael A. Pastor, Chairman, Board of Supervisors

Signed: _____ Date: ____/____/____
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau
Chief for Bradley D. Beauchamp, County Attorney

REQUEST FOR QUALIFICATIONS

INDEX

| | |
|-----------|---|
| Section A | Request for Qualifications |
| Section B | Purpose of the RFQ/Intent/Evaluation Criteria |
| Section C | Instructions to Respondents |
| Section D | Qualifications |
| Section E | Scope of Work |
| Section F | Proposal Certification |

ATTACHMENTS:

Exhibit A

FTP Site Instructions

Gila County General Provisions

**NOTE: The General Provisions are being provided solely for the purpose of the potential Qualifier to be aware of Gila County's liability requirements and contract format.*

Section A. **REQUEST FOR QUALIFICATIONS**

RFQ NO. 060916

Gila County is requesting Statement of Qualifications from qualified firms for:

Predesign (Phase 1) - Site Development Alternatives for the Payson Courthouse Complex project at 108 W. Main Street in Payson, AZ.

Statement of Qualifications are to be received in the Office of:

Betty Hurst, Contracts
Guerrero Building
1400 E. Ash Street
Globe, AZ 85501

Until: 4:00 p.m. on August 19, 2016, at which time a representative of the Purchasing Services Department shall announce publicly the names of those firms submitting Responses. No other public disclosure shall be made until after award of the contract.

All inquiries regarding this Request shall be directed to:

Name: Betty Hurst, Contracts
Address: 1400 E. Ash Street
Globe, AZ 85501

Phone: (928) 402-4355
Fax: (928) 402-4386
Email: bhurst@gilacountyaz.gov

Section B. PURPOSE OF THE RFQ

1. It is the intent of Gila County to hire an engineering design firm to perform the services as outlined in the “Scope of Work” (see Section E) for the Payson Courthouse Complex. Design firms interested in being selected for the proposed work shall submit their proposal to Betty Hurst – Contracts, by August 19, 2016 at 4:00 P.M.
2. There will be a mandatory pre-proposal walk through on August 10, 2016 at 9:30 A.M.
3. Any questions will be due no later than August 12, 2016 at 4:00 P.M. in writing. Please submit all questions to Betty Hurst at bhurst@gilacountyaz.gov. All questions will be answered in writing no later than August 16, 2016 by 4:00 P.M.
4. Proposals will be evaluated as follows:
 - Experience of the design firm with similar projects 25 points
 - Qualifications of the proposed design team 25 points
 - Project understanding 20 points
 - Approach to project delivery 20 points
 - Proposed Schedule 10 points

Section C. INSTRUCTIONS TO RESPONDENTS

Statement of Qualifications shall be addressed and delivered to:

Name: Betty Hurst, Contracts
Address: 1400 E. Ash Street
Globe, AZ 85501

Responses shall be in a sealed envelope marked as follows:

Name of Respondent
Title of Respondent
RFQ Title and Number
Date and Time Response is Due

No telephonic, telegraphic, or facsimile Responses shall be considered. Responses received after the time for closing shall be returned to the Respondent unopened.

1. Responses shall be submitted in **3** copies.
2. No department, school, or office at the County has the authority to solicit official responses other than the Finance Department. All solicitation is performed under the direct supervision of the Finance Director and in complete accordance with Gila County policies and procedures.
3. Responding firms may be requested to meet with the selection committee to discuss their Statement of Qualifications. Scheduling of these discussions shall be accomplished by the Public Works Department.
4. Any information considered to be proprietary by the Proposer shall be placed in a separate envelope and marked "Proprietary Information." To the extent the Finance Director concurs, this information shall not be considered public information. The Finance Director is the final authority as to the extent of material which is considered confidential. Pricing information cannot be considered proprietary.
5. If responding by express mail, allow sufficient time for delivery. Globe is considered a rural area, thereby Federal Express deliveries are often made late in the afternoon. Statement of Qualifications may not be faxed nor electronically transmitted to the County. Proposals, which are received after the deadline, will not be considered. Submitters must ensure delivery (not postmarking) by the date and time indicated above.
6. Proposals shall be signed by an authorized agent of the company.

Section D. QUALIFICATIONS

Arizona Revised Statute 34-603 allows for the procurement of professional and construction services. Engineering services falls under the statutes' definition of professional services.

This is phase one of a two-phase selection process. Phase one is based on competence and qualifications only. Discussion with the top three (3) firms MAY be included in the selection process.

Phase one shall not *“request fees, price, man-hours or any other cost information in the selection”*.

1. For consideration the following licenses and certifications shall be required.
 - A. Engineers shall be licensed in the State of Arizona, for the appropriate discipline, by the Arizona State Board of Technical Registration.
 - B. Employees assigned to this project shall have the necessary technical, theoretical and practical knowledge to fully understand the sequence and consequence of the design.
2. Additionally, the following information shall be included:
 - A. Managerial overview.
 - B. Narrative statements on design and management approaches.
 - C. Organizational charts: for company and for this project.
 - D. Qualifications and identification of Principal Engineer of Record for this Project.
3. Other items:
 - A. Ability to meet insurance requirements. See General Provisions.
 - B. If applicable, the Consulting Firm shall submit any information relating to company name changes within the last five calendar years, the reason for the name change.
 - C. Consulting Firms from out of this region (greater than 30 miles from Payson) shall show evidence of successfully managing projects from long distance.

4. References

Respondent shall include three (3) references. Be sure to include the name, title, phone number and e-mail of persons able to discuss project(s) in detail.

5. Design Schedule

- A. The Consulting Firm shall submit a schedule, with their proposal, indicating all phases of the design process, and provide the minimal amount of time to complete the work.
- B. Consulting Firm is expected to demonstrate that they can supply adequate qualified personnel in order to meet the scope of work.

Section E. SCOPE OF WORK

- 1. Gila County (“the County”) desires to make improvements to the Payson Courthouse Complex shown on Exhibit “A”. Some of the improvements may include modifications to the recently acquired NAPA building, Building “A” and the existing Sheriff’s office and jail. The County would like to make the best use of the entire complex to accommodate the proposed building modifications as well as the existing use of the property.
- 2. Gila County is seeking an engineering design firm to perform pre-design services (hereby referred to as Phase I). Phase I shall include preliminary design alternatives for the site addressing pedestrian and vehicular traffic flow, parking, drainage, existing vegetation and the re-location of existing utilities if needed. This work will need to be a collaborative effort with County staff to assure that the proposed building modifications and the proposed site improvements are complementary to each other. Phase II shall include final design plans and specifications for bidding purposes as well as an engineer’s estimate of the proposed improvements (Note: Phase II is not included with this Scope of Work).

The following is a list of available resources that the County can provide to assist with the design. (Note: Item No.’s 1, 3, 4, & 5 will be available on the County’s FTP site per the attached instructions).

Item No. 1

CAD drawing for the site prepared by the Gila County Engineer Department. The drawing was created using Autocad Civil 3D – 2013.

This drawing currently has the following information:

- Survey ground data.
- Existing features on the site-including known utilities.
- Existing property lines.
- Contours.
- Break lines used to generate contours.
- Aerial imagery from 2011 (attached from a SID file).
- Existing trees.

Item No. 2

Gila County's Engineering Department will provide any additional survey data that may be needed for the design.

Item No. 3

Aerial imagery (SID file) from 2005 along with topography (Autocad drawing with 2' contours) for the immediate and surrounding area around the Payson Courthouse Complex is available if needed.

Item No. 4

Floor plan for the Gila County Sheriff's Office and Jail proposed remodel.

Item No. 5

Floor plan for the Old NAPA building showing proposed remodel for use as a Superior Court building.

1. Section F. **RESPONSE CERTIFICATION**

(DATE)

Purchasing Services Department

The undersigned certifies that to the best of his or her knowledge: (check one)

- There is no officer or employee of Gila County who has, or whose relative has, a substantial interest in any Contract award subsequent to this Response.
- The names of any and all public officers or employees of Gila County who have, or whose relative has, a substantial interest in any Contract award subsequent to this Response are identified by name as part of the submittal

The undersigned further certifies that their firm (check one) **IS** or **IS NOT** currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the County of any change in this status, shall one occur, until such time as an award has been made under this procurement action.

In compliance with Request for Qualifications No. 060916 Predesign (Phase 1) - Site Development Alternatives for The Payson Courthouse Complex @ 108 W. Main Street, Payson, AZ, and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such services in accordance with the specifications/scope of work according to the Proposal submitted or as mutually agreed upon by subsequent negotiation.

(signed)

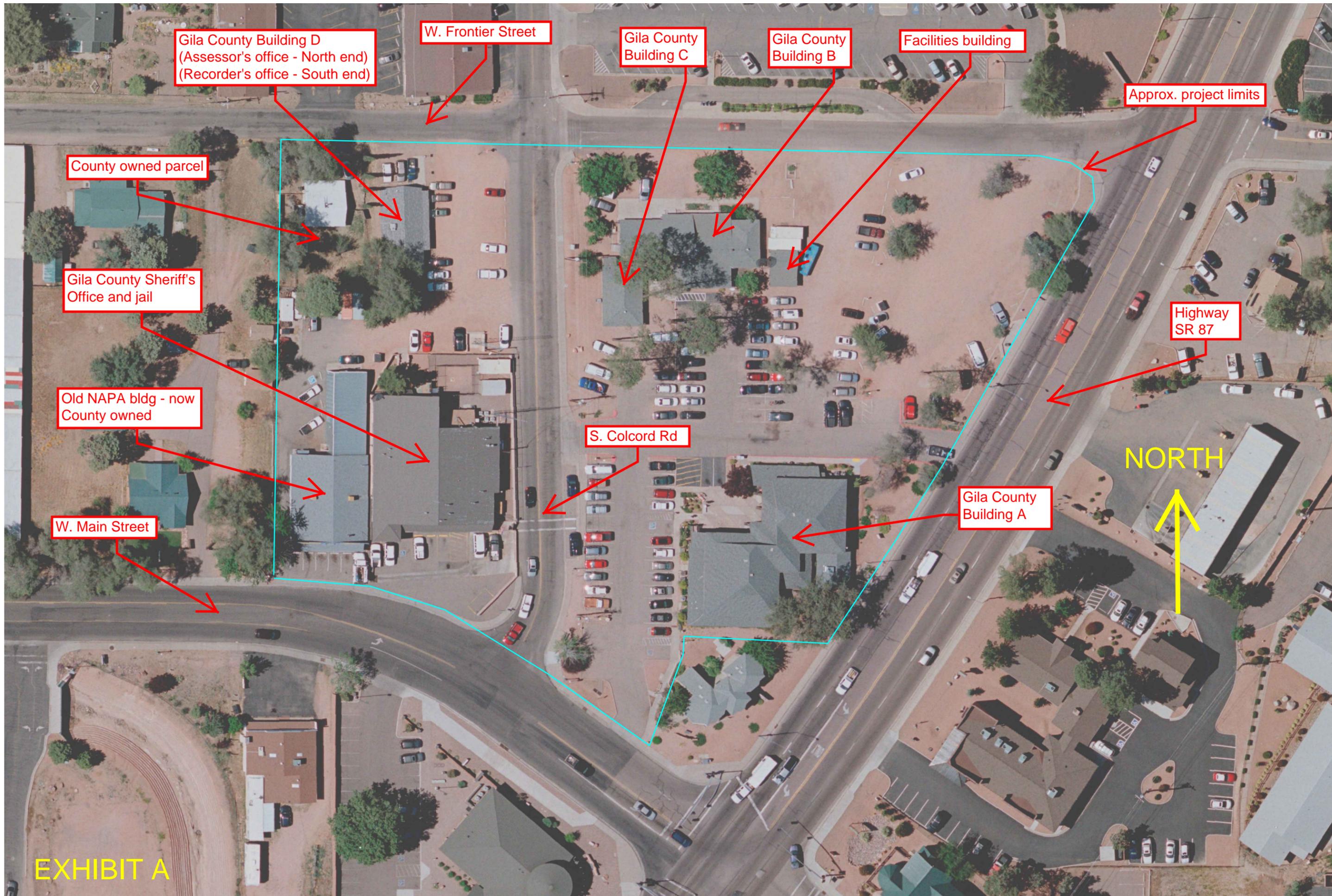
(by)

(firm)

(title)

(address)

(phone number)



Gila County Building D
(Assessor's office - North end)
(Recorder's office - South end)

W. Frontier Street

Gila County Building C

Gila County Building B

Facilities building

Approx. project limits

County owned parcel

Gila County Sheriff's Office and jail

Old NAPA bldg - now County owned

W. Main Street

S. Colcord Rd

Highway SR 87

NORTH

Gila County Building A

EXHIBIT A



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-3860

Regular Agenda Item 3. D.

Special BOS Meeting

Meeting Date: 07/26/2016

Submitted By: Marian
Sheppard, Clerk
of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Sealed Bid for Purchase of Assessor's Tax Parcel No. 101-07-051.

Background Information

On July 31, 2015, the Gila County Treasurer deeded Assessor's Tax Parcel No. 101-07-051 to the State of Arizona c/o Board of Supervisors because the previous owner did not pay taxes on the subject property for 7 consecutive years. The property address for this parcel is 691 Utah Street, Hayden, Arizona.

This parcel was included in the list of properties to be sold at the Board of Supervisors' January 19, 2016, annual property tax sale/auction; however, it did not sell. After the sale, the property was added to a list of properties that did not sell at previous Board auctions and it was made available for purchase year round.

Evaluation

Gila County Resolution No. 15-05-05 states, "*WHEREAS, the Board of Supervisors may waive the requirement to sell the property for no less than the total lien amount if a condition warrants selling a parcel at a lesser price.*" The Board of Supervisors may consider selling a property for less than the lien amount if an adjoining land owner submits proof of ownership at the time the sealed bid is presented.

An adjoining land owner has submitted a bid for the Board of Supervisors to consider selling the subject property for less than the lien amount, which is \$3,339. The subject property contains a vacant, deteriorated house. The neighborhood has many vacant, deteriorated homes and in recent times, several of the homes have been vandalized and set on fire. The adjoining land owners are concerned that this house will be set on fire, and possibly destroy their home.

Conclusion

There are many blighted properties in Gila County and the prospective buyers have indicated that they intend on tearing down the deteriorated home. It would be beneficial for the Board of Supervisors to consider selling the property for less than the lien amount because the property would once again be listed on the County's tax rolls and the prospective buyers could proceed with tearing down the home which will improve the neighborhood.

Recommendation

It is recommended that the Board of Supervisors consider the bid for the purchase of Assessor's Tax Parcel No. 101-07-051.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's Tax Parcel No. 101-07-051. **(Marian Sheppard)**

Attachments

Information for Assessor's Tax Parcel No. 101-07-051

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

691 Utah St

TREASURER'S OFFICE

Gila County, Arizona

April 16, 2015

Hayden
with a vacant,
dilapidated
house

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

and situated in Gila County, Arizona:
PARCEL # 10107051 ACCOUNT # R000591

**Legal Description: Section: 11 Township: 5 S Range: 15 LOT 11 BLOCK 3
HAYDEN TOWNSITE PLAT170, SEC 11 T5S R15E**

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

for taxes, interest and penalties and charges amounting to
\$ 3289.00
as represented in Tax Sale Certificate No. **2010-032838**

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

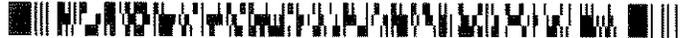
I will convey said premises unless the property is redeemed before the
stated date a treasurer's deed will be executed and delivered to the
county board of supervisors acting on behalf of this state.

Debora Savage
Treasurer of Gila County, Arizona

\$ 3289.00
50.00 Clerk's fee

\$ 3339.00

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 : 10107051

ACCOUNT NUMBER: R000591

DESCRIBED AS: Section: 11 Township: 5 S Range: 15 LOT 11 BLOCK 3 HAYDEN TOWNSITE PLAT170,SEC 11 T5S R15E

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** .

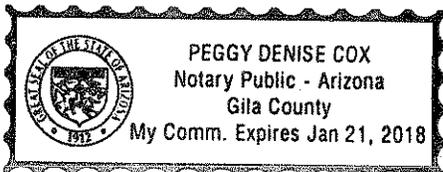


Debora Savage
Treasurer of Gila County

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



101-07-051

**THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES**

TREASURER'S OFFICE
Gila County, Arizona

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

and situated in Gila County, Arizona:
PARCEL # 10107051 ACCOUNT # R000591

Legal Description: Section: 31 Township: 5 S Range: 15 LOT 11 BLOCK 3
HAYDEN TOWNSITE PLAT 176 SEC 11 T5S R15E

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

for taxes, interest and penalties and charges amounting to
\$ 3289.00
as represented in Tax Sale Certificate No. **2010-032838**

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



Capt. E. J. ...

691

Handwritten text on a piece of paper or a board, possibly a list or a set of instructions. The text is mostly illegible due to the high contrast and grain of the image.





HAYDEN TOWNSITE
Gila County Recorded Plat 170

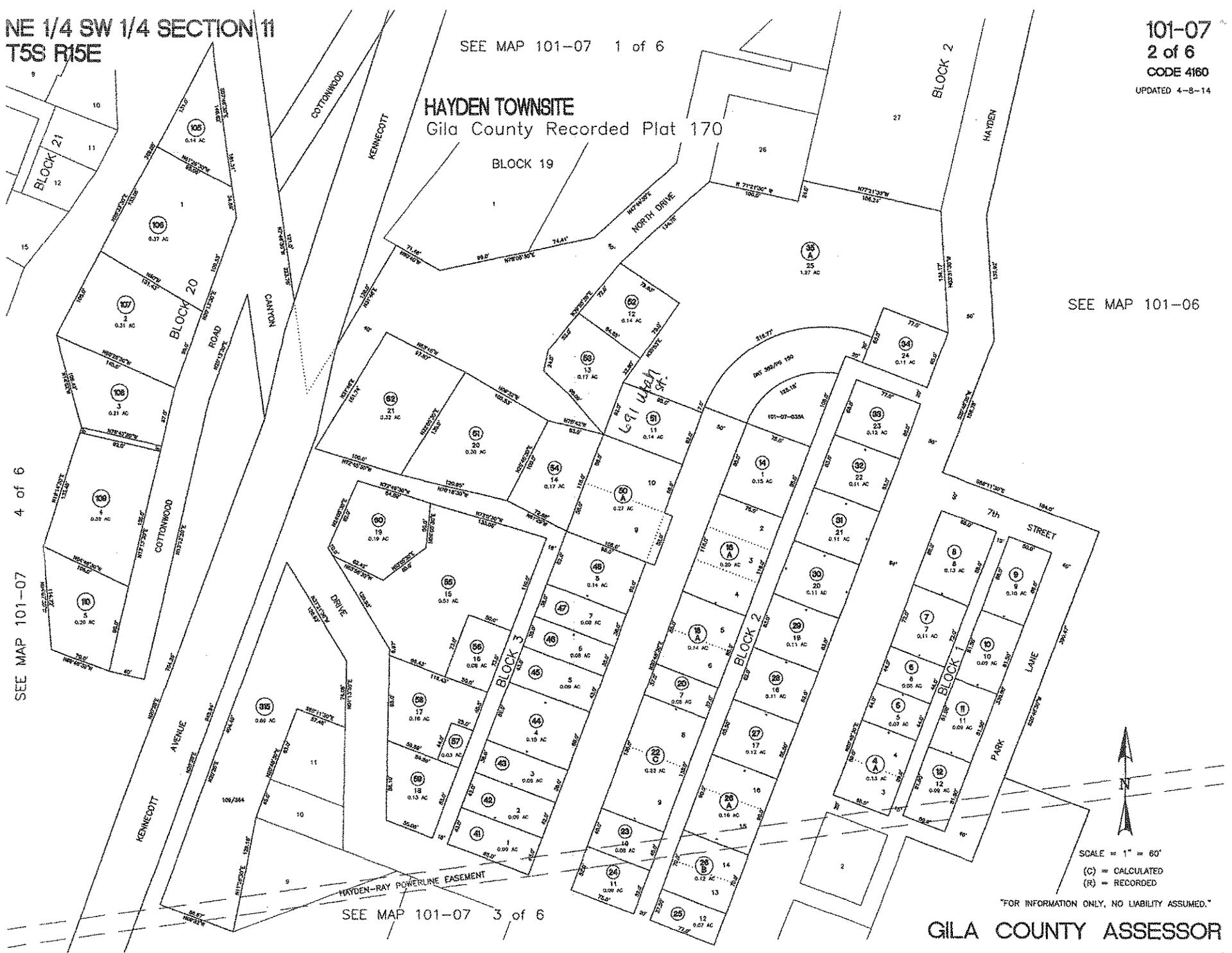
BLOCK 19

BLOCK 2

SEE MAP 101-06

SEE MAP 101-07 4 of 6

SEE MAP 101-07 3 of 6



SCALE = 1" = 60'
(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

ARF-3873

Consent Agenda Item 4. A.

Special BOS Meeting

Meeting Date: 07/26/2016

Submitted For: Jonathan Bearup, Court Administrator
Submitted By: Betty Hurst, Buyer

Department: Superior Court

Fiscal Year: 2016-2017 Budgeted?: Yes

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

Begin & End: 06-30-17

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of Amendments to Various Attorney Contracts for the Superior Court.

Background Information

Each year the Superior Court in Gila County retains various attorneys to provide professional legal services, such as representation for indigent citizens in the categories of felony and misdemeanor criminal actions, delinquency, dependency, and mental health cases, as well as mediation services.

On June 9, 2015, the Board approved the contracts for attorneys Tait Elkie of Fountain Hills Law Firm and Michael Bernays; on July 7, 2015, the Board approved the contract for attorney Timothy V. Nelson; and on July 29, 2015, the Board approved the contract for attorney Samantha Sue Elledge.

Evaluation

The Professional Services Contracts (mentioned above) for four attorneys utilized annually by the Superior Court in Gila County expired on June 30, 2016. Amendments to the contracts have been issued to extend the contract term for an additional one-year period, from July 1, 2016, to June 30, 2017, and to add language. In addition, Samantha Elledge's contract is also being increased to \$26,800.

Conclusion

Court staff wishes to execute Amendments with the four attorneys utilized by the Superior Court of Gila County to extend the term of their contracts for an additional one-year period, from July 1, 2016, to June 30, 2017, and to add language.

Recommendation

The Court Administrator for the Superior Court in Gila County recommends that the Board of Supervisors approve the Amendments to Professional Services Contracts with various attorneys, which the Court utilizes on an annual basis.

Suggested Motion

Approval of four separate Amendments to four separate Professional Services Contracts between Gila County and various attorneys who are utilized by the Superior Court to extend the term of their contracts for an additional one-year period, from July 1, 2016, to June 30, 2017, and to make some other minor language changes to the contracts; all of whom assist the Superior Court in Gila County as public defenders on an annual basis.

Attachments

Michael Bernays-Amendment No. 1

Professional Services Contract No. 041515-Michael Bernays

Timothy Nelson-Amendment No. 1

Professional Services Contract No. 041415-3-Timothy Nelson

Tait Elkie-Fountain Hills Law Firm-Amendment No. 1

Professional Services Contract No. 041515-5-Fountain Hills Law Firm

Samantha Sue Elledge-Amendment No. 4

Samantha Sue Elledge-Amendment No. 3

Samantha Sue Elledge-Amendment No. 2

Samantha Sue Elledge-Amendment No. 1

Professional Services Contract No. 071415-Samantha Sue Elledge

Approval as to Form



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041515

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 041515
LEGAL SERVICES**

MICHAEL B. BERNAYS

Effective June 09, 2015, Gila County and Michael B. Bernays entered into a contract whereby Michael B. Bernays agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 041515 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 041515 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 1 to Professional Services Contract No. 041515 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017 with a contract amount not to exceed Ninety-Two Thousand Seventy-Six dollars and 00/100's (\$92,076.00) without prior written approval from the county; and to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

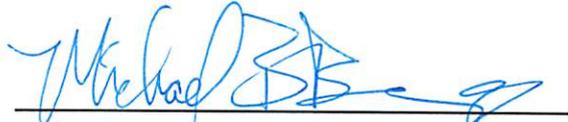
All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, three (3) 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 _____ day of _____, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515

APPROVED:

Michael A. Pastor, Chairman of the Board



Michael B. Bernays, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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



Timothy Wright, Presiding Judge

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

Michael A. Pastor, District II
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John D. Marcanti, District III
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Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 041515 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 9th day of June, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT, MICHAEL B. BERNAYS** of the City of Phoenix, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

The Attorney is required to purchase, maintain and provide proof of coverage for Lawyers Professional Liability insurance with a minimum limit of \$100,000 per occurrence and \$300,000 aggregate; Attorney shall provide a Certificate of Insurance naming Gila County and the Superior Court of Gila County as additional insureds.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **MICHAEL B. BERNAYS**, and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Compensation: The Attorney agrees to provide legal services for the sum of **NINETY-TWO THOUSAND, AND SEVENTY-SIX DOLLARS (\$92,076.00) PER YEAR**, payable at the rate of **SEVEN THOUSAND, SIX HUNDRED AND SEVENTY-THREE DOLLARS (\$7,673.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Class 1-6 Felony cases**, and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals to the extent possible.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

- 1) **Personal Attendance:** The Attorney and the defendant must be personally present.
- 2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.
- 3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.
- 4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

- 1) **Personal Appearance:** The Attorney and the defendant must be personally present.
- 2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.
- 3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.
- 4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a “No Show”.

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a “No Show”, such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515

APPROVED:



Michael A. Pastor, Chairman of the Board

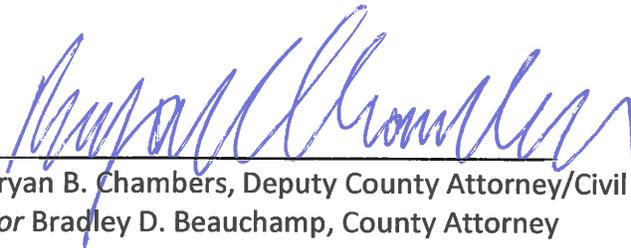


Michael B. Bernays, Attorney

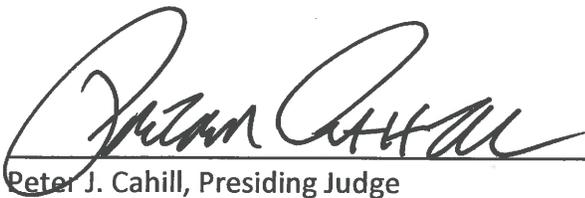


Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:



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



Peter J. Cahill, Presiding Judge



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041415-3

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 041415-3
LEGAL SERVICES**

TIMOTHY V. NELSON

Effective June 07, 2015, Gila County and Timothy V. Nelson entered into a contract whereby Timothy V. Nelson agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 041415-3 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 041415-3 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 1 to Professional Services Contract No. 041415-3 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017 with a contract amount not to exceed Eighty-Three Thousand, Seven Hundred Forty-Eight dollars and 00/100's (\$83,748.00) without prior written approval from the county; and to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, three (3) 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 _____ day of _____, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041415-3

APPROVED:

Michael A. Pastor, Chairman of the Board



Timothy V. Nelson, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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



Timothy Wright, Presiding Judge

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

Michael A. Pastor, District II
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Don E. McDaniel Jr., County Manager
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Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 041415-3 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 7th day of July, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT, TIMOTHY V. NELSON** of the City of Queen Creek, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

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

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **TIMOTHY NELSON** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Criminal Defense Compensation: The attorney agrees to provide legal services for the sum of **EIGHTY-THREE THOUSAND, SEVEN HUNDRED AND FORTY-EIGHT DOLLARS (\$83,748.00) PER YEAR**, payable at the rate of **SIX THOUSAND, NINE HUNDRED AND SEVENTY-NINE DOLLARS (\$6,979.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Class 4-6 Felony cases**, and will be subject to appointments in felony classes 2-3, and other contract categories, including but not limited to Misdemeanor, Delinquency, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

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F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a “No Show”.

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a “No Show”, such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041415-3

APPROVED:



Michael A. Pastor, Chairman of the Board



Timothy V. Nelson, Attorney



Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:



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



Peter J. Cahill, Presiding Judge



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041515-5

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 041515-5
LEGAL SERVICES**

FOUNTAIN HILLS LAW FIRM

Effective June 09, 2015, Gila County and the Fountain Hills Law Firm entered into a contract whereby the Fountain Hills Law Firm agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract No. 041515-5 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 1 to Professional Services Contract No. 041515-5 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Additionally, Amendment No. 1 to Professional Services Contract No. 041515-5 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Further, Amendment No. 1 to Professional Services Contract No. 041515-5 will serve to modify the contract to assert that the "Attorney" under contract with the Gila County Superior Court is "Tait Elkie".

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017 with a contract amount not to exceed Nineteen Thousand, Eight Hundred Forty-Eight dollars and 00/100's (\$19,848.00) without prior written approval from the county; and to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona; the Court may suspend or terminate the contract"; and to modify the contract to assert that the "Attorney" under contract with the Gila County Superior Court is "Tait Elkie".

All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, three (3) 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 _____ day of _____, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-5

APPROVED:

Michael A. Pastor, Chairman of the Board



Fountain Hills Law Firm, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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



Timothy Wright, Presiding Judge

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

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 041515-5 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 9th day of June, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT, FOUNTAIN HILLS LAW FIRM** of the City of Fountain Hills, County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 to JUNE 30, 2016**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

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

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **FOUNTAIN HILLS LAW FIRM** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 to JUNE 30, 2016**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Compensation: The Attorney agrees to provide legal services for the sum of **NINETEEN THOUSAND, EIGHT HUNDRED FORTY-EIGHT DOLLARS (\$19,848.00) PER YEAR**, payable at the rate of **ONE THOUSAND, SIX HUNDRED AND FIFTY-FOUR DOLLARS (\$1654.00) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

1) **Routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

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4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

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4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

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1) **Personal Appearance:** The Attorney and the defendant must be personally present.

2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

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2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-5

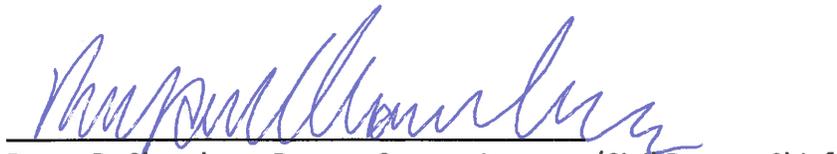
APPROVED:


Michael A. Pastor, Chairman of the Board


FOUNTAIN HILLS LAW FIRM, Attorney


Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:


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


Peter J. Cahill, Presiding Judge



AMENDMENT NO. 4 TO PROFESSIONAL SERVICES CONTRACT NO. 071415

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 071415 LEGAL SERVICES

SAMANTHA SUE ELLEDGE, PLLC

Effective July 29, 2015, Gila County and Samantha Sue Elledge, PLLC entered into a contract, in an amount of \$10,000, whereby Samantha Sue Elledge, PLLC agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 071415 was executed on November 03, 2015 to increase the original contract amount by Twenty-Thousand dollars and no/100's (\$20,000), for a new total contract amount of Thirty Thousand dollars and no/100's (\$30,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Amendment No. 2 to Professional Services Contract No. 071415 was executed on April 13, 2016 to increase the amended contract amount by Ten-Thousand dollars and no/100's (\$10,000), for a new total contract amount of Forty Thousand dollars and no/100's (\$40,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Amendment No. 3 to Professional Services Contract No. 071415 was executed on June 15, 2016 to increase the amended contract amount by Four Thousand Six Hundred dollars and no/100's (\$4,600.00), for a new total contract amount of Forty-Four Thousand, Six Hundred dollars and no/100's (\$44,600), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Professional Services Contract 071415 expires June 30, 2016. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

Amendment No. 4 to Professional Services Contract No. 071415 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017.

Further, Amendment No. 4 to Professional Service Contract No. 071415 will serve to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract".

Further, Amendment No. 4 to Professional Service Contract No. 071415 will serve to add to Article III-A, Compensation, Costs, and Billing Procedures, the clause "**Special Appointment Compensation:**" "The attorney agrees to provide legal services for special appointments for the sum of **THREE HUNDRED DOLLARS (\$300.00) PER APPOINTMENT** as "VICTIM'S REPRESENTATIVE"; **THREE HUNDRED DOLLARS (\$300.00) PER APPOINTMENT** as ATTORNEY OR INVESTIGATOR IN A PROBATE (GUARDIANSHIP/CONSERVATORSHIP) CASE; and **ONE THOUSAND DOLLARS (\$1000.00) PER APPT AS GUARDIAN AD LITEM OR BEST INTERESTS ATTORNEY.**

Further, Amendment No. 4 to Professional Service Contract No. 071415 will serve to increase the original contract amount of \$10,000.00 by Sixteen Thousand Eight Hundred dollars and 00/100's (\$16,800.00).

Consequently, the contract is amended to extend the term of the contract for one additional year from July 01, 2016 to June 30, 2017; to add the sentence "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract"; to add the language "Special Appointment Compensation"; and to increase the contract amount by \$16,800.00 for a new total contract amount not to exceed Twenty-Six Thousand Eight Hundred dollars and 00/100's (\$26,800.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and effect during the July 01, 2016 to June 30, 2017 term of the contract.

IN WITNESS WHEREOF, three (3) 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 _____ day of _____, 2016.

APPROVED:

Michael A. Pastor, Chairman of the Board


Samantha Sue Elledge, PLLC

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

Timothy Wright, Presiding Judge



AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT NO. 071415

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES CONTRACT 071415 LEGAL SERVICES

SAMANTHA SUE ELLEDGE, PLLC

Effective July 29, 2015, Gila County and Samantha Sue Elledge, PLLC entered into a contract, in an amount of \$10,000, whereby Samantha Sue Elledge, PLLC agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 071415 was executed on November 03, 2015 to increase the original contract amount by Twenty-Thousand dollars and no/100's (\$20,000), for a new total contract amount of Thirty Thousand dollars and no/100's (\$30,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

Amendment No. 2 to Professional Services Contract No. 071415 was executed on April 13, 2016 to increase the amended contract amount by Ten-Thousand dollars and no/100's (\$10,000), for a new total contract amount of Forty Thousand dollars and no/100's (\$40,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

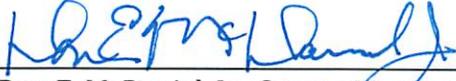
The Gila County Superior Court would like to increase the amended contract amount by an additional Four Thousand Six Hundred dollars and no/100's, to provide legal services for indigent citizens. Attorney Elledge has exceeded the amended contract amount of \$40,000.00. An additional \$4,600.00 is projected to cover the remainder of the contract term

Amendment No. 3 to Professional Services Contract No. 071415 will serve to increase the amended contract amount by Four Thousand Six Hundred dollars and no/100's (\$4,600.00), for a new total contract amount of Forty-Four Thousand, Six Hundred dollars and no/100's (\$44,600), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

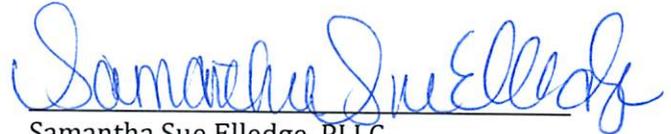
All other terms and conditions of the original agreement shall remain in full force and effect during the July 01, 2015 to June 30, 2016 term of the contract.

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 15th day of June, 2016.

GILA COUNTY:



Don E. McDaniel, Jr., County Manager



Samantha Sue Elledge, PLLC.

Date: 6/15/16

Print Name



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 071415

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 071415
LEGAL SERVICES**

SAMANTHA SUE ELLEDGE, PLLC

Effective July 29, 2015, Gila County and Samantha Sue Elledge, PLLC entered into a contract, in an amount of \$10,000, whereby Samantha Sue Elledge, PLLC agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 071415 was executed on November 03, 2015 to increase the original contract amount by Twenty-Thousand dollars and no/100's (\$20,000), for a new total contract amount of Thirty Thousand dollars and no/100's (\$30,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

The Gila County Superior Court would like to increase the amended contract amount by an additional Ten Thousand dollars and no/100's, to provide legal services for indigent citizens. Attorney Elledge has exceeded the amended contract amount of \$30,000.00. An additional \$10,000.00 is projected to cover the remainder of the contract term.

Amendment No. 2 to Professional Services Contract No. 071415 will serve to increase the amended contract amount by Ten-Thousand dollars and no/100's (\$10,000), for a new total contract amount of Forty Thousand dollars and no/100's (\$40,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the caseloads warrant.

All other terms and conditions of the original agreement shall remain in full force and effect during the July 01, 2015 to June 30, 2016 term of the contract.

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 13th day of April, 2016.

GILA COUNTY:


Don E. McDaniel, Jr., County Manager


Samantha Sue Elledge, PLLC.

Date: 4/13/16

Samantha Elledge
Print Name



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 071415

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 071415
LEGAL SERVICES**

SAMANTHA SUE ELLEDGE, PLLC

Effective July 29, 2015, Gila County and Samantha Sue Elledge, PLLC entered into a contract, in an amount of \$10,000, whereby Samantha Sue Elledge, PLLC agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 071415 will serve to increase the contract amount by Twenty-Thousand dollars and no/100's (\$20,000), for a new total contract amount of Thirty Thousand dollars and no/100's (\$30,000), for the contract term of July 01, 2015 to June 30, 2016. It is understood, by both parties, that the increase will only be drawn upon as the case loads warrant.

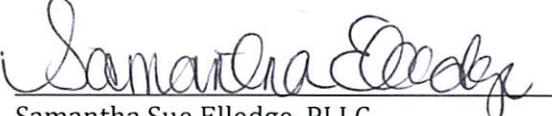
All other terms and conditions of the original agreement shall remain in full force and effect during the July 01, 2015 to June 30, 2015 term of the contract.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 03RD day of NOVEMBER, 2015.

GILA COUNTY:



Don E. McDaniel, Jr., County Manager



Samantha Sue Elledge, PLLC.

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

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hassenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 071415 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 29th day of July, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT, SAMANTHA SUE ELLEDGE, PLLC of LAW OFFICE OF SAMANTHA SUE ELLEDGE, PLLC** of the City of Globe, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

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

II. TERM OF AGREEMENT

A. **Period Covered:** It is understood between the undersigned attorney, **LAW OFFICE OF SAMANTHA SUE ELLEDGE, PLLC** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016**.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

B. **Termination:** Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

C. **A.R.S. §38-511:** This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. **Arizona Legal Workers Act:** Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

COMPENSATION, COSTS, AND BILLING PROCEDURES

A. **Indigent Dependency Representation:** The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER ASSIGNMENT** and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING ASSIGNMENT**. Total compensation for Indigent Dependency Representation shall not exceed **TEN THOUSAND (\$10,000) DOLLARS**, for the period of the contract without advance written authorization. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. **Contract Category:** To the extent practicable, the attorney will be primarily assigned **Dependency cases**, and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship, Delinquency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the special actions and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. **Conflicts:** to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. **Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. **Special Actions and Appeals:** Separate contracts exist for special actions and appeals. However, circumstances may exist which would warrant a special action or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. **Meetings with the Court:** The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. **Statistical Reports:** The Attorney agrees to accurately submit the appointments for each month when submitting monthly invoices for services rendered.

D. **Dependency Case:** The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

E. **Contact with and Representation of Client:**

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his/her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation with the exception of annual recertification.

F. **Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after being relieved as counsel, or the last action taken in the case regarding the client if not formally relieved.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. **Motions and Orders:**

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply when practicable. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether counsel and/or parties object to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the client must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference or time prescribed by court order or rules of procedure so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Mediation/Settlement Conferences:

1) **Personal Appearance:** The Attorney and the client must be personally present.

2) **Request:** Any party may request a mediation or settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of settlement and discovery disputes.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

F. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

G. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the parties, and/or counsel, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including court costs, may be imposed for late requests for continuances, whether granted or not.

H. Motions and Orders to Transport:

1) **Preparation:** When a client is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as psychological evaluations, outside of Gila County. When a client is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any hearings, mediations, or trials, before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

I. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

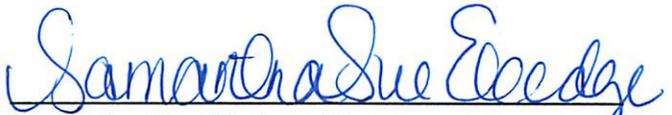
IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 071415

GILA COUNTY:

Law Office of Samantha Sue Elledge, PLLC


Don E. McDaniel, Jr., County Manager


Samantha Sue Elledge, Attorney



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-3874

Consent Agenda Item 4. B.

Special BOS Meeting

Meeting Date: 07/26/2016

Submitted For: Jonathan Bearup, Court Administrator
Submitted By: Betty Hurst, Buyer

Department: Finance

Fiscal Year: 2015-2016 Budgeted?: Yes

Contract Dates 2015-2016 Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 1 to Professional Services Contract No. 041515-7-Steven Burk.

Background Information

On November 17, 2015, the Board of Supervisors approved Professional Services Contract 041515-7 with Steven Burk, whereby Steven Burk will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning July 1, 2015, to June 30, 2016. The original contract was executed for a not to exceed, without written authorization, amount of \$98,988.

Evaluation

The number of cases that have been assigned Steven Burk by the Superior Court in Gila County from July 1, 2015, to June 30, 2016, has caused the original contract amount of \$98,988 to be exceeded. Amendment No. 1 has been issued to increase the contract amount by an additional \$1,885.61 for an amended contract amount of \$100,873.61 to cover the remainder of the contract term from July 1, 2015, to June 30, 2016.

Conclusion

Court Administration has requested an increase to Professional Services Contract No. 041515-7 with Steven Burk to cover the remainder of the contract term from July 1, 2015, to June 30, 2016.

Recommendation

It is the recommendation of Court Administrator Jonathan Bearup to increase Professional Services Contract No. 041515-7 with Steven Burk to cover the remainder of the contract term from July 1, 2015, to June 30, 2016.

Suggested Motion

Approval of Amendment No. 1 to Professional Services Contract No. 041515-7 with Steven Burk to increase the contract amount by \$1,885.61 for an amended contract amount of \$100,873.61 for the contract term of July 1, 2015, to June 30, 2016.

Attachments

Steven Burk-Amendment No. 1

Professional Services Contract No. 041515-7-Steven Burk

Approval as to Form



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 041515-7

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES CONTRACT 041515-7
LEGAL SERVICES**

STEVEN BURK

Effective November 17, 2015, Gila County and Steven Burk entered into a contract whereby Steven Burk agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 041515-7 is being issued to request an addition to the contract amount of Ninety-Eight Thousand, Nine Hundred Eighty-Eight dollars and 00/100's, to facilitate payment for legal services relating to indigent dependency representation.

Consequently, the contract is amended to increase the contract amount by \$1,885.61 for a new total contract amount not to exceed One Hundred Thousand, Eight Hundred Seventy-Three dollars and 61/100's (\$100,873.61) 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 July 01, 2015 to June 30, 2016 renewal term of the contract.

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-7

APPROVED:

Michael A. Pastor, Chairman of the Board



Steven Burk, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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



Timothy Wright, Presiding Judge

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

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753



Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hassenius, Finance Director
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319
TTY: 7-1-1

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 041515-7 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 17th day of November, 2015, by and between the Superior Court in Gila County, hereinafter designated the **COURT**, and **STEVEN E. BURK** of the City of Globe, County of Gila, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2015 TO JUNE 30, 2016**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona, and to do so in a competent, professional, ethical manner, and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment, as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

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

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **STEVEN E. BURK** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2015 TO JUNE 30, 2016**.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any assignments made prior to such termination.

The County shall have the option to renew the contract for two (2) additional one (1) year periods, upon agreement of both parties.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Delinquency Compensation: The attorney agrees to provide legal services for the sum of **SIXTY-EIGHT THOUSAND, NINE HUNDRED AND EIGHTY-EIGHT (\$68,988.00) PER YEAR**, payable at the rate of **FIVE THOUSAND, EIGHT HUNDRED AND THIRTY-TWO DOLLARS AND THIRTY FOUR CENTS (\$5,832.34) PER MONTH**, subject to the terms of this Contract and subject to acceptance of the Superior Court budget by the Board of Supervisors. Invoices may be submitted bi-weekly for payment in Net 15. Payment for said invoice amount will be issued fifteen (15) days from the date Gila County receives the invoice, with agreement of the Attorney and with approval by the Court Administrator and the Presiding Judge.

B. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT**, and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING APPOINTMENT**. Total compensation for Indigent Dependency Representation shall not exceed **THIRTY THOUSAND DOLLARS (\$30,000.00)**, for the period of the contract without advance written authorization.

C. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, may be reimbursed by the Court: mileage for travel for the purpose of a home visit; costs associated with personal services of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

D. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit an invoice bi-weekly for each month's services.

2) **Due Date for Invoices:** Invoices are due to the Court no later than 5:00 p.m. on Tuesday in order to be submitted to the County's Finance Department for payment the following week (The Finance Department has a deadline of 5:00 p.m. on Wednesdays for bills to be considered for payment by the Board at their meeting on the following Tuesday)

3) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Juvenile Delinquency cases**, and will be subject to appointments in other contract categories, including but not limited to Misdemeanor, Dependency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. Conflicts: to accommodate the Court and reduce expense to counsel, conflicts will be first assigned (without additional compensation) to another attorney in the same geographical area served, even if outside the normal category of service, then outside the geographical area.

C. Reassignment of Case: When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

D. Rule 32's and Appeals: Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

1) **Readiness and Promptness:** The Attorney agrees to be prepared and appear in Court promptly at or before the time set for hearings, and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client before the time set for hearing, not at the time set for hearing.

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. Meetings with the Court: The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. Statistical Reports: The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. Criminal Case Processing: The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

E. Dependency Case: The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999, and drastically changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar his cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. Attorney Files: The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

- 1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.
- 2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.
- 3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

- 1) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.
- 2) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.
- 3) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Special Management/Settlement Conferences:

- 1) **Personal Appearance:** The Attorney and the defendant must be personally present.
- 2) **Request:** Any party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.
- 3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.
- 4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

E. Deadline Date for Plea Agreements: Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

F. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

G. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

H. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection, and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

I. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

J. Rule 11 Evaluations:

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments, or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

K. Interpreters:

1) **Notice:** The Attorney should give the Court at least one week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-7

APPROVED:



Michael A. Pastor, Chairman of the Board

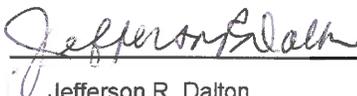

Steven E Burk

Steven E. Burk, Attorney



Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:



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



Timothy M. Wright, Presiding Judge



GILA COUNTY ATTORNEY
Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-3872

Consent Agenda Item 4. C.

Special BOS Meeting

Meeting Date: 07/26/2016

Reporting Period: June 28, 2016, July 5, 2016, and July 12, 2016

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Laurie Kline, Deputy Clerk

Information

Subject

June 28, 2016, July 5, 2016, and July 12, 2016, Board of Supervisors' meeting minutes.

Suggested Motion

Approval of the June 28, 2016, July 5, 2016, and July 12, 2016, Board of Supervisors' meeting minutes.

Attachments

[07-12-16 BOS Meeting Minutes](#)

[07-05-16 BOS Meeting Minutes](#)

[06-28-16 BOS Meeting Minutes](#)

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

Date: July 12, 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 telephone); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and, Laurie J. Kline, Deputy Clerk.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Marian Sheppard led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion regarding establishing broadband availability and resiliency in Gila County.

Jim Simms, Chief Technologist, ORAct [One Random Act, LLC, a local company], presented a slide presentation and provided information regarding broadband resiliency in northern Arizona and north central Arizona. He stated that the national, state and local broadband programs' focus is on business, law, security, education and health in order to improve quality of life. He reviewed some successes in Arizona that ORAct was a part of in Safford, Tuba City, Yavapai County and Douglas. He discussed the fact that the Rim Country, (northern Gila County area) has experienced three significant Internet and cell service outages in less than 12 months, which has had a devastating impact on the residents and the economy. He reviewed a slide with an area map of service providers and services areas, which showed gaps in certain areas where there is no Internet service. Mr. Simms explained that if Gila County chooses, it can partner with the Central and Northern Arizona

Broadband Consortium to establish broadband availability and resiliency in Gila, Apache and Navajo Counties.

Kelly Riggs, Information Technology Director, added that joining this Consortium would be a good opportunity to go east from Payson with Internet and cell service, and that it would be beneficial to develop partnerships with Internet and cell service providers and form a non-profit legal entity. It would also be helpful to get a company to come in and help the County bring the broadband that is required to the homes in Payson, which is oversubscribed right now. Mr. Riggs stated that there is a lot of business and community support, and involvement from the Payson area fire districts, Payson Regional Medical Center, Central Arizona Board of Realtors (located in Payson), Town of Payson, Town of Snowflake, and the Payson Unified School District in an effort to correct this broadband issue. The Board members commented favorably about improving broadband in both northern and southern Gila County to provide for economic growth. Chairman Pastor thanked Mr. Simms for the presentation and Mr. Riggs for participating.

B. Information/Discussion on changes implemented to the Consolidated Roads Department of the Public Works Division.

Steve Sanders, Public Works Division Director, stated that recently there have been drastic changes to the Consolidated Roads Department (Roads Department) in an effort to create a more proactive rather than reactive approach to doing business. These changes came about based on the results of the Doolittle Report. It was recommended in a recent Roads Department study to implement a 60-day planning schedule for future road work, which has since been implemented and well received by staff. The focus of the Roads Department is more on customers and having the work schedule has made it easier to schedule, track and provide meaningful information to the public. A blading schedule for County maintained roads was recently developed and implemented. The schedule is posted on the Gila County website under Public Works/Consolidated Roads/Blading Maintenance Database, which is updated on a frequent and regular basis to keep the public informed. Mr. Sanders stated that marketing has been done to make the public aware of this information. On the topic of Roads Department equipment, the Roads Department is finding that it needs less equipment to perform the same amount of work; thus, staff is doing more with less. As a result, it is possible for some equipment to be sold at auction. Vice-Chairman Martin commented that she is delighted that the County is headed in this direction and that she appreciated the update. She stated that she had some questions for Mr. Sanders which she would ask at another time. Supervisor Marcanti and Chairman Pastor commented that they have heard positive feedback regarding the Roads Department. Mr. Sanders added that the goal for the Roads Department is to be more of a maintenance department than a construction department; consequently, putting more jobs “out on the street” which will be

paid for by the Highway User Revenue Fund and the Half-Cent Transportation Excise Tax.

C. Information/Discussion/Action authorizing the Chairman to sign a letter terminating the current lease agreement with Globe Office Building Partners, LLC for office space located at 1100 Monroe St. Globe, AZ.

Michael Scannell, Deputy County Manager, advised that the scheduled completion date for the Copper Administration Building (CAB) is September 13, 2016, and the Probation Department is scheduled to move from the office space located at 1100 Monroe Street into the CAB on September 24th and 25th. In order to facilitate this move, the County must submit 60 days' written notice to vacate and terminate the lease agreement per the terms of the current lease agreement to the manager of the office space, which is Globe Office Building Partners, LLC. Mr. Scannell added that moving the Probation Department to the CAB will be conducted in the first of two phases. All remaining departments are scheduled to be moved in the second phase, which is slated for early October. This will help manage the logistics and not interrupt payroll functions. He also explained that the interior of the CAB is scheduled to be completed by September 2nd, and site work outside of the building is scheduled for September 3rd through 13th; however, this time can be used to complete the interior of the building if necessary in order to meet the September 13th completion date. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor, the Board authorized the Chairman to sign a letter terminating the current lease agreement with Globe Office Building Partners, LLC for office space located at 1100 Monroe St. Globe, AZ. The phone connection with Vice-Chairman Martin was lost prior to the motion.

D. Information/Discussion/Action to adopt Resolution No. 16-07-05 and to join with other counties, the National Association of Counties Organization, the Council of State Governments Justice Center, the American Psychiatric Foundation and the National Sheriffs' Association in support of the Stepping Up Initiative.

Don McDaniel, County Manager, stated that he is presenting the resolution on behalf of David's Hope Arizona Mental Health Criminal Justice Coalition, and that it is also a NACo (National Association of Counties) sponsored effort. There are approximately 273 counties nationwide that have passed resolutions addressing the need to reduce the number of people with mental illnesses in jails. He then paraphrased a few items in Resolution No. 16-07-05 as follows: There are an estimated two million people with serious mental illnesses admitted to jails across the nation; the prevalence rates of serious mental illnesses in jails are three to six times higher than for the general population; almost three-quarters of adults with serious mental illnesses in jails have co-occurring substance use problems; and, these individuals tend to stay longer in jail. He stated that the resolution does not institute any immediate action

by the Board, but rather it indicates interest and concern for the initiative to reduce the number of people with serious mental illnesses admitted to jails. Supervisor Marcanti commented that he thinks the federal and state government needs to spend more money treating people with mental illnesses before they are sent to prison instead of trying to take care of them while they are in prison. Chairman Pastor stated that he spoke with Steve Harvey of David's Hope at the time when NACo had just become involved with this effort, and he is in favor of adopting this resolution. He invited Steve Harvey of David's Hope Arizona Mental Health Criminal Justice Coalition to the podium.

Mr. Harvey stated that he appreciates Gila County's participation by adopting a resolution supporting this effort, and he thanked the Board and Gila County on behalf of David's Hope Arizona Mental Health Criminal Justice Coalition. Upon motion by Supervisor Marcanti, seconded by Chairman Pastor the Board adopted Resolution No. 16-07-05. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

E. Information/Discussion/Action to vote to go into executive session to receive legal advice from its attorney regarding the lawsuit of Strawberry Ridge Estates LLC v. Gila County, 1 CA-TX-14-0004; consider its position in the lawsuit; and instruct its attorney how to proceed pursuant to A.R.S. § 38-431.03(A)(3)-(4). If the Board does go into executive session, the County Attorney's Office suggests that after the work session has been reconvened, the Board vote to instruct the County Attorney's Office to proceed as directed in executive session.

At 10:56 a.m., Supervisor Marcanti made a motion to go into executive session, which was seconded by Chairman Pastor and approved.

At 12:01 p.m., Chairman Pastor reconvened the regular session at which time Vice-Chairman Martin joined the meeting via telephone.

Chairman Pastor asked the Board for a motion on agenda item 2E. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously instructed the County Attorney's Office to proceed as directed in executive session.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a

matter be put on a future agenda for further discussion and decision at a future date.

There were no requests to speak from the public.

Item 4 – 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.

Vice-Chairman Martin presented information on current events. Chairman Pastor, Supervisor Marcanti and Mr. McDaniel did not provide any comments.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 12:03 p.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

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

Date: July 5, 2016

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Marian E. Sheppard
Clerk of the Board

JOHN D. MARCANTI
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Michael A. Pastor, Chairman via ITV); Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Member; Don E. McDaniel, Jr., County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; and, Marian E. Sheppard, Clerk of the Board.

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

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors’ hearing room. J. Adam Shepherd led the Pledge of Allegiance and Pastor Nic Jones of the Maranatha Baptist Church in Globe delivered the invocation.

Item 2 – PRESENTATIONS:

A. Recognition of the 40th anniversary of the Gila County Courthouse.

Bryan Chambers, Gila County Superior Court Judge, advised that July 4th marked the 40th anniversary of the date that the Gila County Courthouse was officially commemorated by the Board of Supervisors. He referred to the Constitution of the United States of America and he pointed out that in its Preamble, the goals of the Constitution are outlined, which is to establish justice and citizen sovereignty. Mr. Chambers believes that the Gila County Courthouse is a symbol of both. He stated, “People expect justice when they come here, so this building has become a symbol of justice for the people of Gila County.” He added that the present Board of Supervisors and previous boards should be commended for ensuring that the building is fully functioning and continually maintained. He talked briefly about the differences in the infrastructure of the previous Courthouse building and the one presently being used. He pointed out that the building was commemorated by Chairman James H. Dowdy, and Members Lynn M. Sheppard and Adolph A. Trujillo. Mr. Chambers invited the Board and members of the public to his courtroom where

punch and cake would be served at 11:00 a.m. He then called upon Jerry DeRose, a previous Gila County Attorney, to address the Board. Mr. DeRose recalled the many changes that have taken place since 1972 to present day and he shared a couple of stories. He was most proud that his father, Barry DeRose, was a prior Gila County Superior Court Judge. Supervisor Marcanti shared some of his memories and experiences with the new Courthouse building, especially with regard to the stories told by Mr. DeRose. The Board members thanked Mr. Chambers and Mr. DeRose for sharing their stories.

Item 3 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve an Intergovernmental Agreement between Maricopa County and Gila County regarding the use of the Maricopa County's Sheriff's Office Detention Officer Training Academy for the period of July 1, 2016, through June 30, 2019.

Justin (Matt) Solberg, Sheriff's Office Detention Commander, advised that the Gila County Sheriff's Office does not have its own training academy, but is required to train its detention officers. The cost of the training is \$150 per registrant and Commander Solberg advised that training will be offered every other month, and he was pleased that the training session has now expanded from 8 weeks to 12 weeks. He added that the initial agreement is for a period of one year and it may be renewed for one additional three-year period. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the Intergovernmental Agreement as stated above.

B. Information/Discussion/Action to approve an Intergovernmental Agreement (IGA) between the Town of Payson and Gila County to provide centralized dispatch services to the Gila County Sheriff's Office in the amount of \$279,000 for one year effective when the IGA has been fully executed by both parties, and with the option to renew the agreement for two additional one-year periods.

Sheriff J. Adam Shepherd advised that his Office initiated contact with the Town of Payson (Town) officials for this service. He stated, "We found in having separate dispatching centers, we were always competing for the same resources (employees)...In this case, the Town is the host because they have the largest facility which has been recently upgraded." Vice-Chairman Martin was especially pleased with this new arrangement because she said that in times of emergencies, she has experienced frustration from the call being transferred from one agency to another so she is hopeful the response to calls will be expedited. Supervisor Marcanti commented that it will be especially beneficial to first responders as they will "all be on the same page." Chairman Pastor asked if the length of the agreement began on July 1, 2016, through July 17, 2017. Marian Sheppard, Clerk of the Board, clarified that the agreement goes into effect at the time the IGA has been executed by both parties for a period of

one year, and there is the option to renew the agreement subject for two additional one-year periods subject to and contingent on an annual review. The annual review must be performed 45 days prior to the end of each year. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the Intergovernmental Agreement as stated above.

C. Information/Discussion/Action to approve Intergovernmental Agreement No. 061716 (Economic Development Grant) between Gila County and the Town of Miami in the amount of \$61,000 in order to assist the Town of Miami with its Cobre Valley Community Transit System; and further, the Board determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

Don McDaniel, County Manager, advised that the Cobre Valley Transit System (CVTS) has been in place for several years and that Gila County has provided monetary support to CVTS since August 2012, at which time the County provided an economic development grant to assist the Town of Miami with its purchase of a building for the CVTS. For the last two years, the County has contributed \$31,500 per year. He stated that the funding request is different this year due to the results of a ridership study conducted by the Town of Miami which show that the ridership is more heavily weighted to riders within the City of Globe limits and within unincorporated Gila County. Mr. McDaniel then called on Joseph Heatherly, Town of Miami Manager, to address the Board. Mr. Heatherly presented a PowerPoint presentation on the CVTS. He advised that the transit program actually began in 1987 as the "Dial-A-Ride" Program, and in 2013, a deviated fixed route was added, which was a bus system with scheduled stops. In total, there are 24 stops; 18 within the City limits, 3 within the Town limits and 3 within unincorporated Gila County. Mr. Heatherly advised that the Town has provided between \$97,000 and \$147,000 per year over the past four years and it is not in a financial position to continue providing a majority of the funding for the CVTS. He proposed dividing the cost into thirds between the County, City and Town. In concluding his presentation Mr. Heatherly stated that the CVTS will need to buy a new van in the future, so he will most likely be presenting a future funding request to the Board. He stated that at the end of each year the Town will review projected costs against actual costs and, if needed, reimbursements will be made to the City and County. Mr. McDaniel stated that Paul Jepson, City of Globe Manager, was present at the meeting and Chairman Pastor asked Mr. Jepson if he wanted to add any comments. Mr. Jepson stated that the City agrees with the proposal. He stated, "The City believes this is an important regional partnership that serves an under-represented population. The Council has approved the \$61,000 match and it encourages the Board of Supervisors to support this as well." Vice-Chairman Martin offered her support of this partnership and she stated that she anticipates the same type of partnership to be formed for a

similar transit system in northern Gila County. Supervisor Marcanti also offered his support. She also recommended that a “true-up” of expenses not be done but rather, if there is a credit, that amount should be placed in a reserve fund for future unexpected expenditures. Chairman Pastor inquired if the Boys and Girls Club was included as one of the stops to which Mr. Heatherly replied that it is not included at this time; however, he will look into the possibility of adding that stop to the route. On behalf of the Board, Chairman Pastor thanked Mr. Heatherly for the presentation and he asked for a motion from the Board. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Intergovernmental Agreement No. 061716.

D. Information/Discussion/Action to accept or reject a Citizens' Petition to begin the process to establish Cohea Lane as a Primitive Road.

Steve Sanders, Public Works Division Director, advised that Cohea Lane is located off of Baker Ranch Road in Young and it serves a number of homes. The County received a petition to establish the road as a Primitive Road and Mr. Sanders pointed out that some of the residents that signed the petition stated that they are residents; however, they are not year-round residents. After receiving the petition, staff reviewed the road and recommended that the Board of Supervisors proceed with the process. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously accepted the Citizens' Petition.

E. Information/Discussion/Action to approve Amendment No. 3 to Contract No. 041414 to extend the contract term with Canyon State Oil in the amount of \$750,000 to provide bulk fuel and lubricants at various Gila County locations from June 24, 2016, to June 23, 2017.

Jeff Hessenius, Finance Division Director, advised that an agreement has been in place with Canyon State Oil for two years. This Amendment will extend the contract for one additional year as stated in the agenda item. Mr. Hessenius advised that the contract renewal for last year was in the amount of \$935,000. Chairman Pastor inquired whether the reduced amount for this year is due to a decrease in the cost of fuel or if it is due to a cost reduction program implemented by the Public Works Division. Mr. Hessenius replied that the reduction in price is due to lower fuel costs. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Amendment No. 3 to Contract No. 041414.

F. Information/Discussion/Action to adopt Resolution No. 16-07-02 authorizing staff to submit an application to the Central Federal Lands Highway Division of the Federal Highway Administration to construct a bridge over Tonto Creek in Tonto Basin.

Mr. Sanders advised that in April 2016, the Central Federal Lands Highway Division issued a call for projects to be funded from its Federal Lands Access Program. He advised that last month the Board of Supervisors adopted a similar resolution to apply for these funds which, if approved, would be used for improvements to the Young Road. This resolution will be to obtain authorization to apply for funds to build a bridge over Tonto Creek. A local match of 5.7% is required if the project is funded. If successful, the match will come from the County's half-cent transportation excise tax. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 16-07-02. **(A copy of the Resolution is attached to the minutes and permanently on file in the Board of Supervisors' Office.)**

G. Information/Discussion/Action to adopt the 2016 Gila County Emergency Operations Plan.

Michael O'Driscoll, Health and Emergency Management Division Director, stated that the Gila County Emergency Operations Plan serves as a guide to facilitate the County's response to all disasters within its jurisdiction, and to coordinate resources of state, federal, city, town, tribal, non-governmental organizations and private sector relief organizations in the response and recovery process. He advised that the Plan will be reviewed and revised periodically, and each time any updates or changes have been made to the Plan, they will be presented to the Board of Supervisors. Mr. O'Driscoll commented that Todd Whitney, Emergency Management Communications Coordinator, was present to answer any questions as he is the "expert" on the Plan. Supervisor Marcanti advised that he serves on the Gila County Board of Health, and the Plan has been reviewed extensively by the Board, so he believes the Plan to be very thorough. Jon Cornell, KQSS radio station reporter, inquired if the Plan would be placed on the County's website to which Mr. O'Driscoll responded that it would be placed on the web page entitled readygila.com and it would also be linked to the Gila County website. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted the 2016 Gila County Emergency Operations Plan.

H. Information/Discussion/Action to adopt the 2016 updates to the Northern Gila County Community Wildfire Protection Plan and the Southern Gila County Community Wildfire Protection Plan.

Mr. O'Driscoll advised that these two Plans have not been updated in 10-12 years. Mr. Whitney has spent the last 12 months working with the County's partners to update the Plans. Supervisor Marcanti complimented Mr. Whitney and Josh Beck, Public Health Emergency Preparedness Manager, for their work on the Plans. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously adopted the 2016 updates to the

Northern Gila County Community Wildfire Protection Plan and the Southern Gila County Community Wildfire Protection Plan.

I. Information/Discussion/Action to adopt an Order designating polling places within each election precinct and appointing poll workers and election board workers for the purpose of conducting the Primary Election to be held on August 30, 2016.

Eric Mariscal, Elections Department Director, advised that the Arizona Revised Statutes require that the Board of Supervisors adopt this Order; however, in a continuing effort to provide transparency in Gila County government, this item was being presented as a regular agenda item rather than a consent agenda item. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted the Order as specified above. **(A copy of the Order is attached to the minutes and permanently on file in the Board of Supervisors' Office.)**

J. Information/Discussion/Action to adopt Resolution No. 16-07-01 whereby the Board of Supervisors is declaring the need to address governmental cooperation and protective measures regarding predatory animals, including introduced, experimental and managed species, interaction with humans, domesticated animals, and livestock as a result of the U.S. Fish and Wildlife Service's recent finalized changes to the Mexican Wolf Experimental Population Rule in Arizona and New Mexico; and further that this Resolution be provided immediately to Arizona Governor Doug Ducey, Arizona Game and Fish Department, United States Fish and Wildlife Service, Arizona Congressional Delegation and the Arizona Legislature.

Supervisor Marcanti introduced this item and stated, "I wanted to bring this to the Board of Supervisors' (BOS) attention because it probably has been introduced and talked about more than any other agenda item in the last 3 to 5 years." He briefly outlined the topic. Vice-Chairman Martin agreed with the need to cooperate with other agencies regarding the manner and number of wolves that are to be introduced into certain areas within Gila County and other areas; however, she disagreed with the language contained in the proposed Resolution because it addresses "all predatory animals," and the Board of Supervisors' responsibility to protect the citizens and all domesticated animals and livestock within Gila County. She doesn't understand the reason the Board of Supervisors would want to take on that enormous responsibility because it is unachievable. She also added that the Resolution contains language whereby the BOS would "direct its elected officials and appointed department heads acting within their statutory authority to take appropriate action to protect County residents, domesticated animals and livestock from the potential harm by predatory animals..." She commented that she does not believe the BOS has the power to direct other elected officials in this manner.

Chairman Pastor agreed with Vice-Chairman Martin and he also talked about the liability to the County if the Resolution is adopted as written. The Board further discussed the language contained in the Resolution and then Chairman Pastor called upon Jeff Dalton, Deputy Gila County Attorney and Civil Bureau Chief, to clarify the Board's legal responsibility. In summary, Mr. Dalton affirmed that the County would have some liability because of the manner in which the Resolution is written, which would cause numerous concerns. Chairman Pastor recommended that the BOS table this item to a future meeting to which Supervisor Marcanti did not agree and he asked to make a motion at this time. Supervisor Marcanti made a motion to adopt Resolution No. 16-07-01 (as written). There being no second to the motion, the motion died for lack of a second.

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

A. Approval of the Drug, Gang, and Violent Crime Control Grant Agreement (FY2017 Award Cycle 30-Grant No. DC-17-004) between the Gila County Sheriff's Office and the Arizona Criminal Justice Commission in the amount of \$318,376 (\$130,534 in federal funds, \$108,248 in state funds and \$79,594 in matching funds from the County's General Fund) to provide continued funding for the Gila County Drug, Gang, and Violent Crimes Task Force for the period of July 1, 2016, through June 30, 2017.

B. Approval of an Independent Contractor Agreement (Contract No. 07012016-17) between the Arizona Community Action Association (ACAA) and the Gila County Community Services Division, Community Action Program (CAP), whereby ACAA will administer funding in the amount of \$102,341, which will be used to provide weatherization services, utility repair and replacement, utility deposits and bill assistance to eligible citizens residing in Gila County for the period of July 1, 2016, through June 30, 2017.

C. Approval of Agreement No. 203-16 between the Arizona Department of Housing and the Gila County Division of Community Services, Housing Services, to provide Department of Energy Weatherization Assistance Program for Low Income Persons funding in the amount of \$33,959; Low Income Home Energy Assistance Program funding in the amount of \$87,770; and, Southwest Gas Corporation Weatherization Assistance Program funding in the amount of \$27,150 to be used to provide weatherization services to eligible citizens residing in Gila County for the period of July 1, 2016, through June 30, 2017.

D. Approval of the Supplemental Nutrition Assistance Program (SNAP) Community Outreach Partner Application for Federal Fiscal Year 2017, between the Arizona Community Action Association and the Gila County Community Services Division, Community Action Program which, if approved, will allow Gila County to continue to be a SNAP Outreach Partner and be reimbursed for expenses in an estimated amount of \$14,000.94 for the period of October 1, 2016, through September 30, 2017.

E. Approval of Amendment No. 13 to an Agreement for Energy Wise Low-Income Weatherization Program Implementation (Contract No. 700518523) between Arizona Public Service (APS) and the Gila County Division of Community Services, Weatherization Program, whereby APS will provide additional funding in the amount of \$60,000 not to exceed \$166,429 to be used to provide weatherization services to eligible low-income citizens residing in Gila County for the period from June 1, 2016, through December 31, 2016.

F. Approval to adopt an Order canceling precinct committeemen elections and appointing precinct committeemen as shown in Attachment A of the Order, who have filed a nomination petition for precinct committeeman of their party in the precinct shown. (A copy of the Order is attached to the minutes and permanently on file in the Board of Supervisors' Office.)

G. Approval of Amendment No. 1 to Contract No. 110514-Janitorial Service for Southern Gila County to extend the contract term with Jani-Serv, Inc. from May 5, 2016, to May 04, 2017, at a cost of \$92,036.86.

H. Approval of Amendment No. 1 to Professional Services Contract No. 040815 between the Superior Court in Gila County and Raymond Geiser to increase the contract amount by \$14,000 for an amended contract amount of \$154,643 to cover the remainder of the contract term from July 1, 2015, to June 30, 2016.

I. Approval of Amendment No. 7 to Professional Services Agreement No. 062813-Medical Examiner Services between Gila County and Mark A. Fischione, M.D., PLC, to increase the current contract amount by \$30,000, from \$65,000 for a new total contract amount of \$95,000 for the contract term of January 7, 2016, to July 6, 2016.

J. Approval of Amendment No. 1 to Professional Services Contract No. 041515-3 between the Superior Court in Gila County and Myers & Associates, PLLC to increase the contract amount by \$6,930 for an amended contract amount of \$57,930 for the contract term of July 1, 2015, to June 30, 2016.

K. Approval of the ten separate Amendments to ten separate Professional Services Contracts, which are between Gila County and various attorneys (attached to the agenda item) who are utilized by the Superior Court to extend the term of the contracts for an additional one-year period, from July 1, 2016, to June 30, 2017; all of whom assist the Superior Court in Gila County as public defenders on an annual basis.

L. Approval of a fee-waiver request submitted by Our Lady of the Blessed Sacrament Roman Catholic Church Parish for Father Jay's Appreciation Dinner at the Gila County Fairgrounds Exhibition Hall on July 22, 2016.

M. Approval of a Special Event Liquor License Application submitted by Pleasant Valley Community Council, Inc. to serve liquor at the Annual Pleasant Valley Days to be held in Young on July 15-17, 2016.

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

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

P. Acknowledgment of the May 2016 monthly activity report submitted by the Recorder's Office.

Q. Approval of the June 21, 2016, and June 23, 2016, Board of Supervisors' meeting minutes.

R. Acknowledgment of the Human Resources reports for the weeks of June 7, 2016, June 14, 2016, June 21, 2016, and June 28, 2016.

JUNE 7, 2016

DEPARTURES:

1. Lee Alexander – Sheriff's Office – Detention Officer Lt. – 05/25/16 – General Fund – DOH 10/04/04
2. Beverly Puhara – County Attorney's Office – Child Support Services Supervisor – 05/06/16 – General Fund – DOH 03/18/96

NEW HIRES:

3. Karla Fandrich – Community Services – Administrative Clerk Senior – 06/20/16 – CAP(.40)/GEST(.60) Funds – Replacing Evelyn Guevera

DEPARTMENTAL TRANSFERS:

4. Christian Leos – County Attorney's Office – From Legal Secretary Underfill – To Legal Secretary – 06/06/16 – From Cost of Prosecution Reimbursement Fund – To General Fund – Replacing Lisa King
5. Jonathan Bearup – Superior Court Administrator – From Deputy Court Administrator – To Court Administrator – 07/01/16 – General Fund – Replacing Mary Hawkins

REQUEST TO POST:

6. County Attorney's Office – Child Support Services Supervisor – Vacated by Beverly Puhara
7. County Attorney's Office – Legal Secretary – Vacated by Christian Leos
8. Superior Court – Deputy Court Administrator – Vacated by Jonathan Bearup
9. Probation – Surveillance Officer – Vacated by Marcos Diaz

JUNE 14, 2016

DEPARTURES:

1. Ryan Holguin – Constituent Services 2 – Temporary Laborer – 05/31/16 – General Fund – DOH 02/29/16
2. Laura Real – Clerk of Superior Court – Courtroom Clerk Technician– 06/08/16 – General Fund – DOH 11/30/15
3. Sarah Roberts – Probation – Administrative Clerk Senior – 06/01/16 – General(.80)/Diversion Consequences(.20) Funds – DOH 05/31/16

NEW HIRES:

4. Tucker Kilbourne – Sheriff's Office – Deputy Sheriff – 06/16/16 – General Fund – Replacing Wayne Dorsett
5. Edwiges Moreno-Roberts – Globe Justice Court – Justice Court Clerk Associate(.60) – 06/27/16 – General Fund – Replacing Jeannette Castillo

TEMPORARY HIRES TO COUNTY SERVICES:

6. Diana Jones – Finance – Temporary Accounting Analyst – 06/06/16 – General Fund
7. Destinee Bajas – Constituent Services 2 – Temporary Laborer – 06/20/16 – General Fund – Replacing Savannah Barajas
8. Kiani Kame – Constituent Services 2 – Temporary Laborer – 06/20/16 – General Fund – Replacing Destinee Barajas

END PROBATIONARY PERIOD:

9. Mariah Campagna – Health and Emergency Services – Community Health Specialist – 06/07/16 – Teen Pregnancy Prevention Services Fund

DEPARTMENTAL TRANSFERS:

10. Johnie Brake – Sheriff's Office – From Detention Officer – To Deputy Sheriff – 06/20/16 – General Fund – Replacing Robert Corn
11. Craig Humphrey – Health and Emergency Services – From Communicable Disease Specialist – To PHEP Coordinator – 06/20/16 – Public Health Emergency Preparedness Fund – Replacing Dezirae Williams
12. John Garrett – From Health and Emergency Services – To Community Development – Environmental Engineer Manager – 06/09/16 – General Fund
13. Svanhildur Jafetsdottir – From Health and Emergency Services – To Community Development – Environmental Engineering Specialist – 06/09/16 – General Fund

OTHER ACTIONS:

14. Thersea Mikeworth – Superior Court – Calendar Administrator – 06/06/16 – General(.904)/Superior Court Cost of Prosecution(.096) Funds – Rescinded resignation

15. Savannah Barajas – Clerk of Superior Court – Temporary Court Clerk – 06/20/16 – Document Conversion Superior Court Fund – Increase in hours from 19 to 40 per week

REQUEST TO POST:

16. Sheriff's Office – Accounting Clerk Specialist – Vacated by Lieneke Mellema
17. Sheriff's Office – Detention Officer Part-Time – Vacated by Ted Schaefer
18. Sheriff's Office - Medical Assistant – Vacated by Noreen Prater
19. Clerk of Superior Court – Courtroom Clerk Technician – Vacated by Laura Real
20. Probation – Administrative Clerk Senior – Vacated by Sarah Roberts

JUNE 21, 2016

DEPARTURES:

1. Christine Lopez – Community Development – Temporary Administrative Clerk – 06/16/16 – General Fund – DOH 11/30/15
2. Adela Johnson – County Attorney's Office – Legal Secretary – 06/24/16 – General Fund – DOH 05/04/15

NEW HIRES:

3. Elaine Votruba – Library District – Public Services Librarian – 06/27/16 – Library District Grant(.30)/Library Assistance(.70) Funds – Replacing Nola Magneson
4. Carl Melford – Health and Emergency Services – From Temporary Executive Administrative Assistant – To Executive Administrative Assistant – 06/27/16 – General Fund

END PROBATIONARY PERIOD:

5. Amber Warden – Finance – Accountant Senior – 07/05/16 – General Fund
6. Stephanie Chaidez – Purchasing – Buyer – 06/22/16 – General Fund
7. Brian Jennings – Public Works – Public Works Roads Supervisor – 06/28/16 – Public Works Fund
8. Jace Johnson – Public Works – Building Maintenance Technician Lead – 06/28/16 – Facilities Management Fund

DEPARTMENTAL TRANSFERS:

9. Veronica Guadiana – From Clerk of Superior Court – To Superior Court Division 2 – From Courtroom Clerk Technician – To Judicial Assistant – 06/27/16 – General Fund – Replacing Emma Yeoman
10. Erich Kenney – Sheriff's Office – From Detention Officer Sgt. – To Detention Officer Lt. – 06/20/16 – General Fund – Replacing Lee Alexander
11. Kevin Roberts – Sheriff's Office – From Detention Officer – To Detention Officer Sgt. – 06/20/16 – General Fund – Replacing Erich Kenney

REQUEST TO POST:

12. County Attorney's Office – Legal Secretary – Vacated by Adela Johnson

JUNE 28, 2016

DEPARTURES:

1. Dakota McCall – Sheriff's Office – Detention Officer – 07/04/16 – General Fund – DOH 03/07/16

2. Shirley Lance – Clerk of Superior Court – Accounting Clerk Specialist – 06/30/16 – General Fund – DOH 08/03/98

3. Samantha Dickison – Health and Emergency Services – Animal Control Officer – 07/04/16 – Rabies Control Fund – DOH 03/19/12

NEW HIRES:

4. Sheldon Benedict – Health and Emergency Services – Animal Control Officer – 07/11/16 – Rabies Control Fund – Replacing Hannah Moore

END PROBATIONARY PERIOD:

5. Jessica Moul – Health and Emergency Services – Community Health Specialist – 06/28/16 – WIC(.99)/Commodity Supplement Food Program(.01) Funds

DEPARTMENTAL TRANSFERS:

6. Victoria Waynick – From Superior Court – To Clerk of Superior Court – From Administrative Clerk Senior – To Courtroom Clerk Technician – 07/04/16 – General Fund – Replacing Veronica Guadiana

7. Amber Dean – From Probation – To Clerk of Superior Court – From Administrative Clerk Senior – To Courtroom Clerk Technician – 07/04/16 – General Fund – Replacing Laura Real

8. Stephanie Canizales – County Attorney’s Office – From Child Support Case Manager – To Child Support Services Supervisor – 07/04/16 – General Fund – Replacing Beverly Puhara

9. Denice Ripple – From Superior Court Division 2 – To Superior Court – Court Reporter – 07/01/16 – General Fund

OTHER ACTIONS:

10. Kenneth Wortman – County Attorney’s Office – Diversion Officer – 06/27/16 – Diversion Program CA Fund – Temporary reduction in hours

11. Sarah Chavez – Health and Emergency Services – Accounting Clerk – 07/01/16 – Various Funds – Change in fund codes

12. Malissa Buzan – Community Services – Director of Community Services – 07/01/16 – Various Funds – Change in fund codes

13. Dana True – Community Services – Accounting Clerk Senior – 07/01/16 – Various Funds – Change in fund codes

14. Debra Blevins – Health and Emergency Services – Accounting Analyst – 07/01/16 – Various Funds – Change in fund codes

15. Karla Fandrich – Community Services – Administrative Clerk Senior – 07/01/16 – Various Funds – Change in fund codes

16. Allison Torres – Community Services – Social Services Case Manager – 07/01/16 – Various Funds – Change in fund codes

17. Gabriel Eylicio – Community Services – Housing Project Administrator – 07/01/16 – Various Funds – Change in fund codes

18. Celena Cates – Health and Emergency Services – Executive Administrative Assistant – 07/01/16 – Various Funds – Change in fund codes

19. Joshua Beck – Health and Emergency Services – EM/PHEP Manager – 07/01/16 – Various Funds – Change in fund codes

20. Michael O’Driscoll – Health and Emergency Services – Director of Health and Emergency Services – 07/01/16 – Various Funds – Change in fund codes

21. Paula Horn – Health and Emergency Services – Deputy Director of Health – 07/01/16 – Various Funds – Change in fund codes

REQUEST TO POST:

22. Health and Emergency Services – Animal Control Officer – Vacated by Samantha Dickison

23. Probation – Administrative Clerk Senior – Vacated by Amber Dean

24. County Attorney’s Office – Child Support Case Manager – Vacated by Stephanie Canizales

S. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of May 16, 2016 through May 20, 2016; and May 23, 2016 through May 27, 2016.

T. Approval of finance reports/demands/transfers for the weeks of May 30-June 5, 2016, in the amount of \$1,601,544.96; June 6-12, 2016, in the amount of \$571,855.66; June 13-19, 2016, in the amount of \$2,144,223.40; and June 20-26, 2016, in the amount of \$239.268.75.

(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 4A – 4T.

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

There were no comments from the public.

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 11:25 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

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

Date: June 28, 2016

MICHAEL A. PASTOR
Chairman

MARIAN E. SHEPPARD
Clerk of the Board

TOMMIE C. MARTIN
Vice-Chairman

By: Marian E. Sheppard
Clerk of the Board

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; Marian E. Sheppard, Clerk of the Board; and, Laurie J. Kline, Deputy Clerk.

There was no County Attorney present.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Gila County Board of Supervisors met in a work session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Robert Mawson led the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve a priority listing of capital items and projects which are included in the 2017-2021 Capital Expenditure Plan and can be completed with Capital Improvement Project (CIP) Funds as approved in the FY2017 Final Budget.

Don McDaniel, County Manager, advised that the Board of Supervisors adopted the Fiscal Year (FY) 2016-2017 Gila County Tentative Budget on June 21, 2017. He referred to Schedule E of the budget book which contains a section entitled "Capital Project Funds" in the amount of \$4,198,500, and of that amount a total of \$3,500,000 is recommended to be appropriated for capital improvement projects and \$698,500 is recommended to be appropriated for non-capitalized projects. He stated that the objective of today's meeting is to review, discuss and prioritize the list of proposed capital improvement projects. Michael Scannell, Deputy County Manager, provided a brief overview of the process for the review of the capital improvement projects proposed to be appropriated in FY16-17 and he advised that the spreadsheets also contain budget projections beginning with FY17-18 through FY20-21. The categories

are as follows: Buildings and Land, Computer Hardware/Software, Department/Office Equipment, Fleet, Transportation Projects, and Public Works Vehicles/Equipment. He encouraged the Board members to interrupt the presentation at any time for questions. Robert Mawson, Accountant Senior, led the remainder of the presentation, as follows:

Buildings and Land – Funding in the amount of \$3,729,076 was recommended to be appropriated in FY16-17; of that amount is \$1,065,544 is carry forward funding and \$2,663,532 is new funding. All of the carry forward funding is being applied to the line item entitled “Copper Administration Building-Acquisition & Improvements.” There was considerable discussion amongst Board members and Mr. McDaniel regarding the line item entitled “Animal Control Facility–Acquisition & Improvements” of which there is \$250,000 recommended to be appropriated in FY18-19 and \$500,000 recommended to be appropriated in FY19-20. Mr. McDaniel explained that this was a priority issue with the previous City of Globe Manager; however, after his departure it was recognized by the new City Manager and City Council members that there isn’t as much urgency to relocate the County’s Animal Control Shelter from its current location, so that is the reason the majority of the money is recommended to be appropriated in FY19-20. Supervisor Marcanti was anxious to commit money to this endeavor “sooner than later” by having ongoing discussions with City officials, so Mr. McDaniel recommended moving \$125,000 of the \$250,000 recommended to be appropriated in FY18-19 to FY17-18, to which each Board member agreed.

Vice-Chairman Martin questioned line items entitled “Juvenile Detention Facility-Control System Upgrade” of which there is \$94,000 of new funding recommended to be appropriated in FY16-17; and, “Juvenile Detention Facility-Roofing Replacement” of which there is \$300,000 proposed to be appropriated in FY19-20. Given the small number of juveniles that are housed in Gila County’s Juvenile Detention Facility and the amount proposed to be spent on the roof replacement in the future, she suggested that the County consider partnering with other Arizona counties to consider housing some of Gila County’s juveniles in other counties, or to consider any other options to make the best use of existing County facilities so as to limit the amount of money to be spent on infrastructure improvements. She suggested utilizing the same approach to explore possible options for all County-owned facilities, especially the Payson Courts Complex. Vice-Chairman Martin mentioned the importance of addressing improvements that need to be made to the sally port that goes from the Payson jail to the courtroom. She suggested possibly erecting some temporary fencing for the inmates going to and from the jail to the courtroom. Chairman Pastor agreed that this is an important issue with regard to safety; however, he wasn’t sure if temporary fencing would be cost effective. He requested that Mr. Scannell schedule a meeting to explore options for the sally port, to which Mr. Scannell agreed.

The last item of discussion regarding this spreadsheet was the need for a centralized records retention facility to be used for records storage and for the Sheriff's Office evidence storage. Bob Hickman, Facilities Manager, and Shannon Coons, Fiscal Services Manager, of the Public Works Division briefly addressed this topic. Under the line item entitled "Permanent Records Storage Facility (Location TBD)" there is \$150,000 of new funding recommended to be appropriated in FY16-17 and \$600,000 recommended to be appropriated in FY17-18. Ms. Coons advised that the biggest obstacle will be to determine the amount of space that will be required. Vice-Chairman Martin asked Sheriff J. Adam Shepherd if he had any other issues that were not presented on the spreadsheet. Sheriff Shepherd replied "There is only so much that can be done in one year..." so he is satisfied that his priorities have all been listed.

Computer Hardware/Software – New funding in the amount of \$345,991 was recommended to be appropriated in FY16-17. Of that amount, \$50,500 will be derived from the Special Revenue fund and the remaining \$295,491 will be derived from the General Fund. Kelly Riggs, Information Technology (IT) Department Manager, provided an overview of the County's needs and the projected time lines for expenditures. In the line item entitled "Server Replacement & Offsite Data Center," there is \$100,000 recommended to be appropriated in FY16-17 and \$100,000 for each fiscal year through FY20-21, and the same methodology is being applied to the line item entitled "IT Infrastructure Replacement" of which there is \$40,000 recommended to be appropriated in FY16-17 and \$40,000 for each fiscal year through FY20-21. All other line items for new funding in FY16-17 are at the request of the County Attorney for \$70,000, Fuel Management Department for \$15,000, Library District for a total of \$35,500, and the Sheriff for a total of \$85,491.

Department/Office Equipment – New funding in the amount of \$239,077 was recommended to be appropriated in FY16-17. Of that amount, \$31,000 will be derived from the Special Revenue fund and the remaining \$208,077 will be derived from the General Fund. In the line item entitled "Election Equipment Replacement Fund," there is \$30,000 recommended to be appropriated in FY16-17 and \$30,000 each fiscal year through FY20-21. All of the other line items were at the request of the Sheriff for a total of \$209,077.

Fleet – New funding in the amount of \$392,900 was recommended to be appropriated in FY16-17 and derived from the General Fund. Mr. Mawson advised that requests for vehicles were submitted from the following departments/elected offices: Sheriff – (Detention) 1 15-passenger van for \$37,000, and (Patrol) 4 SSVs (side by side vehicles) for accident replacements for \$146,800 and 3 SSVs for mileage replacements for 110,100; Assessor – 1 mid-size car for \$25,000; and, Buildings and Land Department – 2 pickup trucks for \$74,000. Mr. McDaniel added that the list does not reflect all of the requests made by the Sheriff's Office due to limited funds, so County staff will be working with the Sheriff. Sheriff Shepherd affirmed that there have been

numerous discussions on the issue of vehicles needed by his Office. He stated that some vehicles that were approved for purchase from last year's budget have been ordered but not yet delivered, so they have been included in this year's budget request. The discussion continued on the state of the existing vehicles utilized by the Sheriff's Office and Chairman Pastor commented that the conversation must continue to meet the Sheriff's Office needs.

Transportation Projects – New funding in the amount of \$1,877,444 was recommended to be appropriated in FY16-17 and derived from the Special Revenue fund. Vice-Chairman Martin questioned whether or not the conversation regarding the proposed project to construct the Tonto Creek Bridge was getting “stale.” Mr. Sanders replied that Public Works Division staff has been working diligently on preparing and submitting the paperwork to obtain FLAP (Federal Lands Access Program) funding from the Central Federal Lands Highway Division of the Federal Highway Administration for this project, so he is hopeful that it will come to fruition in the future. Some of the larger projects include line items entitled “Baker Ranch Road” for \$350,000, “Bay, Dime, Wagon Wheel Strawberry” for \$240,900, “Broadway & El Camino Intersection Improvements” for \$240,000, and “Monroe Reconstruction” for \$700,000.

Public Works Vehicles/Equipment – New funding in the amount of \$807,705 was recommended to be appropriated in FY16-17 and derived from the Special Revenue fund. Vice-Chairman Martin commented that the County seems to be shifting its focus from construction to maintenance, so she inquired if the County has any equipment that could be sold. Mr. Sanders replied that a list is being compiled of equipment that could be sold at an auction. He added that the County is beginning to reduce its equipment inventory; however, equipment such as the semi-tractor and belly dumps are not being considered for sale until it has been decided that the County will no longer need them for any future projects. Supervisor Marcanti stated that some older vehicles have been “handed down” to other departments to which Mr. Sanders affirmed that was true, but at the same time other older vehicles are being sent to auction. Vice-Chairman Martin began the discussion regarding recycling bins that are in the Payson area and she commented that one of the bins seems to continually filled to its capacity. She asked Sharon Winters, Recycling and Landfill Manager, if the bins should be emptied more times per week. Ms. Winters replied that recycling bins are located in various locations in the Payson area; however, that one bin seems to be most used. It was agreed that Ms. Winters would look into the situation and report back to the Board.

In concluding the discussion on this agenda item, Mr. Mawson stated that only one change was made at the request of the Board, which was to move \$125,000 of the \$250,000 recommended to be appropriated in FY18-19 to FY17-18, to which the Board agreed. He added that the total dollar amount for capital improvement projects will remain unchanged.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the list of capital items and projects which are included in the 2017-2021 Capital Expenditure Plan and can be completed with Capital Improvement Project (CIP) Funds as approved in the FY2017 Final Budget with \$125,000 being moved from FY18-19 to FY17-18 for the line item entitled "Animal Control Facility – Acquisition & Improvements."

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no requests to speak from the public.

Item 4 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Each Board member presented information on current events. The County Manager provided no comments.

There being no further business to come before the Board of Supervisors, Chairman Pastor adjourned the meeting at 11:45 a.m.

APPROVED:

Michael A. Pastor, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-3867

Consent Agenda Item 4. D.

Special BOS Meeting

Meeting Date: 07/26/2016

Reporting Period: June 3, 2016; and June 10, 2016

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 06-03-16; and 06-10-16.

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of May 30, 2016, through June 3, 2016; and June 6, 2016, through June 10, 2016.

Attachments

Report for County Manager Approved Under \$50,000 for Weeks Ending 06-03-16 and 06-10-16

Amendment No. 1-121215-3

Amendment No. 1-121014-3

Service Agreement No.-052516

Amendment No. 4- 080913-2

BizHub C368 Maintenance Agreement

Amendment No. 1-091515

Service Agreement No. 052516-2

Amendment No. 3-022514-1

Northern Mechanical-Amendment No. 1

Amendment No. 1-Virtual Server Change Over

Amendment No. 1 to Service Agreement No. 122914

Mohave Contract JOC #14G-PMAC2-0903

Speedie & Associates-ADSP016-00005912

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

May 30, 2016 thru June 03, 2016

| Number/Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|--|---|-------------|----------------------|----------|---|--|
| 121215-3 Hanlon Engineering Architecture, Inc. | Amendment No. 1 will extend contract end date. Gila County Courthouse 1 st and 2 nd Floor Air Flow Testing, Analysis and HVAC Design Services | N/A | 04-22-16 | 06-01-16 | Expires | The contract expired on February 29, 2016. Like to extend the term of the contract to April 22, 2016. Amendment No. 1 will serve to extend the term to April 22, 2016. Several remodels have occurred on the Courthouse 1 st and 2 nd floors since it was built in 1976. The HVAC and air distribution has not been mechanically engineered since then and on-going complaints from the occupants warrant this correction. The previous Contracts with Hanlon Engineering Architecture for HVAC Engineering on these floors did not include Airflow testing and equipment survey. Investigations and reports have shown that this service is necessary. Design and Engineering of any recommended changes to HVAC system. |
| 121014-3 Jean Turney-Shaw | Amendment No. 1 will extend the term of the contract from 01-01-16 to 12-31-16 and increase the contract due to combining the Globe and Payson Clinics | \$15,000.00 | 01-01-16 to 12-31-16 | 06-01-16 | Option to renew for two additional one-year periods | Amendment No. 1 has been issued to extend the term of the contract from January 01, 2016 to December 31, 2016; and to increase the contract amount by \$10,000.00 due to the due to combining the Globe and Payson Clinics, which Jean Turney-Shaw will now service |
| 052516 Rodriguez Construction, Inc. | Weatherization Project HH#7872 | \$12,953.00 | 06-01-16 to 06-30-16 | 06-01-16 | Expires | The purpose of this Weatherization contract is, but not limited to, Installing water heater access door, LCNC weather-strip door, install vinyl replacement windows, repair ductwork and SEAL, replace furnace and A/C system, and fiberglass belly insulation.. |

May 30, 2016 thru June 03, 2016

| | | | | | | |
|---|--|--|-------------------------------------|----------|--|---|
| 080913-2 Barbara Stone, MSW, BSW, RN, MSN, FNO-C, PMHNP-C | Amendment No. 4 will extend the term of the contract from 04-01-16 to 03-31-17, and decrease the contract due to change in clientele in area of service. | \$6,000.00 | 04-01-16 to 03-31-16 | 06-01-16 | Expires | The purpose of this Weatherization contract is, but not limited to, correcting electric problems. |
| Mohave Contract 15M-KMBS-0128 Konica Minolta Business Solutions | BizHub 368 Maintenance & Service Agreement-36 month | \$368.04 | 36 months after delivery of machine | 06-01-16 | Option to renew for two additional one-year periods | Service and maintenance agreement for new copier for the Community Development area. Maintenance includes all supplies (except paper), toner, parts, labor and service calls per Mohave contract 15i-KMBS-0128. |
| 091515 Aztec Alarms | Amendment No. 1 will extend the term of the contract from 07-01-16 to 06-30-17. | \$864.00 | 07-01-16 to 06-30-17 | 06-01-16 | Option to renew for two additional one-year periods | Amendment No. 1 will extend the term of the contract for an additional year from July 01, 2016 to June 30, 2017. The Contractor will provide monitoring of various burglar alarm systems in Northern Gila County. |
| 052516-2 Wilson Electric | Solar Canopy Lighting Repairs | \$611.19 | 06-10-16 | 06-01-16 | Expires | Lights under canopy at Courthouse are off and need to be repaired. |
| 022514-1 Messinger Mortuary & Chapel, Inc. | Amendment No. 3 will increase the contract amount. | Increase original contract amount of \$20,000.00 by \$8,000.00 for an amended contract amount of \$28,000.00 | 10-14-15 to 10-13-16 | 06-01-16 | Option to renew for two additional one-year periods. | Amendment No. 3 will serve to increase the contract amount by \$8,000.00 to ensure that funds are available to cover costs incurred on Service Agreement No. 022514-1, if needed , throughout the remainder of the contract term. Messinger Mortuary's facilities are utilized when the County Medical Examiner performs autopsies. |
| 010416-1 Pueblo Mechanical & Controls, Inc. | On-Call Service and Repair for Jail Boiler System | \$5,000.00 | 06-01-16 to 05-31-17 | 06-01-16 | Option to renew for two additional one-year periods. | Contractor will provide On-Call Service and Repair for the Rote Boiler System at the Jail in Globe, and handle repairs or emergencies as needed. |

| Number/Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|---|---|--|----------------------|----------|--|---|
| 13412 City of Avondale S.A.V.E CO-OP Stanley Security Solutions Stanley Security Solutions | Amendment No. 1 will serve to extend the contract end date to 06-30-16 | N/A | 06-30-16 | 06-08-16 | Expires | Amendment No. 1 will serve to extend the contract end date to June 30, 2016. I.T. was not ready when the contract was approved. I.T. is now ready to have Stanley Convergent perform the work. Communication between the physical stand-alone server and PC's is breaking down. I.T. says the server is not repairable. The best solution is to virtualize the system so Management can access program from any County networked PC. |
| 122914 Earthquest Plumbing, Inc. | Amendment No. 1 will increase the contract amount to repair drains in the Jail Showers as needed. | Increase original contract amount of \$2,000.00 by \$8,000.00 for an amended contract of \$10,000.00 | 01-07-16 to 01-06-17 | 06-08-16 | Option to Renew for two additional one-year periods. | Amendment No. 2 will serve to increase the contract amount by \$8,000.00 to repair drains in the Jail Showers, as needed for remodel, and any additional repairs needed during the January 07, 2016 to January 06, 2017 term of the contract. A blanket contract has been issued to cover any emergency repairs that may come up for any of the Sheriff's facilities. |
| Mohave JOC #14G-PMAC2-0903 Pueblo Mechanical & Controls, Inc. | Gila County Superior Courthouse HVAC Modifications 2 nd Floor | \$43,372.61 | 09-09-16 | 06-08-16 | Expires | Gila County wishes to utilize the Mohave JOC contract with Pueblo Mechanical & Controls, Inc. on the Superior Courthouse HVAC 2 nd Floor Modifications In order to expedite the remedy of the discomfort the employees and public are experiencing on the 2 nd floor of the Courthouse, the Engineering report was given to Pueblo Mechanical to devise a scope of work. They have provided a cost Proposal #16-04-083 under Mohave JOC #14G-PMAC2-0903 for \$43,372.61 with a possible refund from APS of \$145.50 for the high efficiency unit. |

June 06, 2016 thru June 10, 2016

| Number/Vendor | Title | Amount | Term | Approved | Renewal Option | Summary |
|--|---|------------|-----------------------------------|----------|----------------|---|
| ADSP016-00005912 Speedie and Associates | Copper Administration Building-Geotechnical Investigation | \$3,000.00 | 30 days from Notice to proceed | 06-08-16 | Expires | Gila County wishes to utilize Speedie and Associates on the Cooper Administration Building Geotechnical Investigation. The Contractor will provide will perform a geotechnical investigation of the Copper Administration Building site for ground stabilization and develop recommendations for repair. All Documents executed by the State of Arizona on Contract No. ADSP016-00005912, apply to this procurement between Gila County and Speedie and Associates. |



AMENDMENT NO. 1

The following amendments are hereby incorporated into the agreement for the below project

PROFESSIONAL SERVICES CONTRACT NO. 121215-3

GILA COUNTY COURTHOUSE 1ST AND 2ND FLOOR AIRFLOW TESTING, ANALYSIS AND HVAC DESIGN SERVICES

Effective January 13, 2016, Gila County and Hanlon Engineering Architecture, Inc. entered into a contract whereby Hanlon Engineering Architecture, Inc. agreed to provide Gila County Courthouse 1st and 2nd Floor Airflow Testing, Analysis, and HVAC Design Services.

The contract term expires on February 29, 2016. The Facilities Management Department would like to extend the term of the contract to April 22, 2016.

Amendment No. 1 to Professional Services Contract No. 121215-3 will serve to extend the term of the contract to April 22, 2016.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the January 13, 2016 to April 22, 2016 contract term.

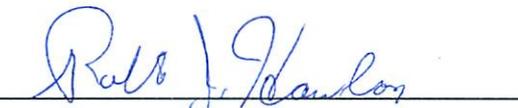
IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 1st day of June, 2016.

GILA COUNTY



Don E. McDaniel Jr., County Manager

HANLON ENGINEERING ARCHITECTURE



Signature



Print Name



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 121014-3

The following amendments are hereby incorporated into the contract documents for the below stated project:

**PROFESSIONAL SERVICES AGREEMENT
FAMILY PLANNING CONSULTING SERVICES
BETWEEN
GILA COUNTY AND JEAN TURNEY-SHAW, FNP**

Effective January 28, 2015, Gila County and Jean Turney-Shaw, FNP, entered into a contract whereby Jean Turney-Shaw, FNP would provide Family Planning Consulting Services for the Gila County Division of Health and Emergency Services.

The contract expires December 31, 2015. Per page 4, Article X, of the contract, Gila County has the right, at its sole option, to renew the contract for as many as two (2) additional one (1) year periods.

In addition Health and Emergency Services would like to increase the original contract amount of Five Thousand dollars and no/100's (\$5,000.00) by an additional Ten Thousand dollars and no/100's (\$10,000.00), to combine the Globe and Payson Clinics. Jean Turney-Shaw will now provide services to the Payson Clinic, which was formerly serviced by Lori Burke, as well as the Globe Clinic.

Amendment No. 1 to Service Agreement No. 121014-3 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from 01/01/2016 to 12/31/2016.

Further, Amendment No. 1 to Service Agreement No. 121014-3 will serve to increase the original contract amount of \$5,000.00 by Ten Thousand dollars and no/100's (10,000.00) for a new amended contract amount of Fifteen Thousand dollars and no/100's (\$15,000.00).

Consequently, the contract is amended to increase the contract amount by \$10,000.00 for a new total contract amount of not to exceed Fifteen Thousand dollars and no/100's (\$15,000.00) 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 January 01, 2016 to December 31, 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 1st day of June, 2016.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 6/1/16

JEAN TURNEY-SHAW, FNP


Signature

Jean Turney-Shaw, FNP
Print Name

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

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 052516
WEATHERIZATION PROJECT HH#7872
COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 15th day of June, 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 052516** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 052516** 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 052516**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. Worker's Compensation and Employers' Liability

| | |
|-------------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **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 June 01, 2016 and remains in effect through June 30, 2016.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of **\$12,953.00** for completion of the projects as outlined in the Scope of Services, in two (2) increments. Contractor shall submit an invoice for fifty percent (50%) upon commencement of the project, followed by an invoice for the remaining fifty percent (50%) upon completion of the project.

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. 052516 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: 02/11/10


Signature

Miranda Erendu
Print Name

Gila County Housing Services

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

R.O.N by 9:00 am



SCOPE OF WORK

Case Number:

BID DATE: 5/9/16

CONTRACTOR INFORMATION:

Name: Rodriguez Constructions, Inc.

Address: 5475 EAST ST
Globe AZ 85501

Jurisdiction Gila County
Census: 1

Owner:

Voice: _____

email: _____

BID TOTAL \$: ~~15,815.00~~ Q.P.
12,953.00 Q.P.

[Signature]
Contractor Signature

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

Contractor Bid

Case#

Page# 2 of 3

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LINE ITEMS - COMPLETE WRITE-UP

General 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.

Doors

5 \$ 350

Install water heater Access Door

Install a new door for the water heater access make sure it has the correct amount of combust air for the water heater.

6 \$ 250

LCNC Weatherstrip Door

Install adjustable tubular weatherstripping snugly against both front and back doors without gaps. Include threshold and sweep and check for smooth operation.

Windows

7 \$ 1500

Install Home Owners Vinyl Replacement Windows

Install HOME OWNER PROVIDED new vinyl, double pane double hung window in place of all existing windows unless otherwise specified. Make any repairs needed to insure the integrity of rough opening. Include all hardware and trim (exterior wood to be wrapped). Include drip cap and aluminum screen. All interior and exterior wall repair to be included. Caulk as necessary.

Contractor Bid

Case#

Page# 3 of 3

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Windows are to be provided by the HOME OWNER we need to provide the labor and thumb gum - chalking as needed to install windows.

Mechanical

8 \$ 920

Repair Ductwork and SEAL

Remove all defective material and replace with new To meet Wap Standards flow and leakage to minium of 1.Pa. or less per register.

9 \$ 816⁰⁰

Replace Furnace and A/C System

Remove old furnace and A/C unit neatly and take to WAP shed. Then make any cabinet repairs so you can install a new energy star approved model as specified to meet WAP Standards. **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 with a 14 seer 2 Ton A/C with a digital thermostat as specified including, any needed ductwork, thermostat, registers, and main disconnect to code.

1) size the new furnace and A/C 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.

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 new installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan condensing pump ect. on this unit must provide a Manuel J and may have to Modify furnace cabinet to install units properly. may have to repair ducts and out flues as well.

** Verify operation or lack thereof of a/c unit to avoid potential disputes. If problems are noted, obtain home owner signature indicating such. Also must have a copy of all warranties and signed by home owner that they have received all of the new equipment paperwork.

Insulation

10 \$ 1250

Fiberglass belly Insulation. Floor - (R19) Batt *where needed*

Insulation shall be installed with vapor barrier facing conditioned area; Insulation shall completely fill area between joists or studs and shall be secured with the appropriate mechanical fasteners. Material shall meet ASTM C665-86 or subsequently amended. all belly pan repairs should be seamless and attached security in uniform to all areas.

Job Total Cost: \$ 12,953⁰⁰



AMENDMENT NO. 4

The following amendments are hereby incorporated into the contract documents for the below stated project:

PROFESSIONAL SERVICES AGREEMENT NO. 080913-2 HIV CARE AND SERVICES

Effective April 01, 2013, Gila County and Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C entered into a contract whereby Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C would provide HIV Care and Services for Gila County Division of Health and Emergency Services.

Amendment No. 1 to Professional Services Agreement 080913-2 was executed on March 10, 2014 to extend the contract term for one (1) additional year from April 01, 2014 to March 31, 2015.

Amendment No. 2 to Professional Services Agreement No. 080913-2 was executed on May 27, 2015 to extend the contract term for one (1) additional year from April 01, 2015 to March 31, 2016. Total annual compensation shall not exceed \$10,000.00, without written approval from the County.

Amendment No. 3 to Professional Services Agreement No. 080913-2 was executed on July 07, 2015 to decrease the dollar amount by Four Thousand Five Hundred dollars and no/100's (\$4,500.00) for a new total contract amount not to exceed Five Thousand Five Hundred dollars and no/100's (\$5,500.00), without written approval from the County.

The contract expires March 31, 2016. Per page 5, Article X-Term, of the contract, Gila County has the right, at its sole option, to renew the contract for as many as five (5) additional one (1) year periods.

In addition, Health and Emergency Services would like to decrease the original contract amount of Ten Thousand dollars and no/100's (\$10,000.00) by Four Thousand dollars and no/100's (\$4,000.00), due to the change in the number of clientele in the area of service.

Amendment No. 4 to Service Agreement No. 080913-2 will allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from April 01, 2016 to March 31, 2017.

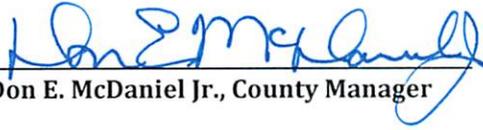
Further, Amendment No. 4 to Service Agreement No. 080913-2 will serve to decrease the original contract amount of \$10,000.00 by Four Thousand dollars and no/100's (\$4,000.00) for a new amended contract amount of Six Thousand dollars and no/100's (\$6,000.00).

Consequently, the contract is amended to extend the term of the contract for one additional year, from April 01, 2016 to March 31, 2017, and to decrease the contract amount by \$4,000.00 for a new total contract amount of not to exceed Six Thousand dollars and no/100's (\$6,000.00) without prior written approval from the County.

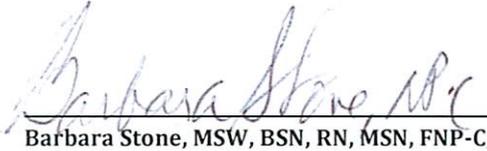
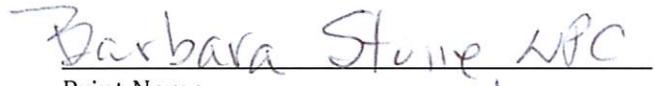
All other terms, conditions and provisions of the original Contract shall remain the same and apply during the April 01, 2016 to March 31, 2017 renewal period.

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 1st day of June, 2016.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

CONTRACTOR:


Barbara Stone, MSW, BSN, RN, MSN, FNP-C, PMHNP-C

Print Name



KONICA MINOLTA

Mohave Educational Services Cooperative Contract 10i-KMBS-0127

KMBS CPC Service & Maintenance Agreement

Sold To: (legal name) _____ Ship To: _____

Name: Gila County Account Number: _____ Name: Gila County Account Number: _____

Address Line 1: _____ Address Line 1: _____

Address Line 2: Community Development Address Line 2: _____

Street Address: 1400 E. Ash Street Street Address: _____

City: Globe State: Az Zip: 85501 City: Globe State: Az Zip: 85501

Tax Exemption No Yes (Certificate required) Tax Exemption Number: _____

PO Required No Yes (Copy required) PO Number: _____ PO Expiration Date: _____

Advantage CPC Maintenance Plan

Cost Per Copy With Supplies Without Supplies - Purchased Separately Effective Date: 90 Days from Install

Billing for CPC contract: Monthly Quarterly Annually Contract Term (Months): 12 24 36 48 60
 Overages billed: Monthly Quarterly Annually

Product Covered Under Contract:

| Item | Model Description | Serial Number | Type | Start Meter Read | Monthly Min Volume | CPC | Monthly Min \$ | Overage CPC |
|------|-------------------|---------------|------|-----------------------|--------------------|------------|----------------|-------------|
| 1 | BizHub C368 | | C | | | \$ 0.03770 | | \$ 0.03770 |
| | | | B/W | Flat Rate - Unlimited | | | \$ 30.67 | |
| 2 | | | C | | | | 368.04 Annual | |
| | | | B/W | | | | | |
| 3 | | | C | | | | | |
| | | | B/W | | | | | |
| 4 | | | C | | | | | |
| | | | B/W | | | | | |
| 5 | | | C | | | | | |
| | | | B/W | | | | | |
| 6 | | | C | | | | | |
| | | | B/W | | | | | |

Comments

This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESCC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

Customer Name: Don E. McDaniel, Jr. KMBS Representative: [Signature] 3-30-16 Date
 Signature: [Signature] 3/30/16 Date
 Authorized Representative of Customer
 Title: County Manager

FOR INTERNAL USE

New Customer Maintenance w/ Equipment Order Maintenance Only Maintenance Billed by KMBS Maintenance Billed by Lease Company Dealer Serviced
 PE #: _____ Agreement #: _____ Customer Code 1: Mohave Contract
 Promotion #: _____ Price Plan #: _____ Customer Code 2: _____
 Subfleet #: _____ Customer Code 3: _____

Key Operator Contact: _____ Phone: _____ Email Addr: _____
 Meter Read Contact: _____ Phone: _____ Email Addr: _____
 Accounts Payable Contact: _____ Phone: _____ Email Addr: _____

Special Instructions: _____ Additional Documents Attached: Price Exception Tax Exempt Certificate
 Purchase Order Credit Application

| Originating: | Sales Rep Number | Sales Rep Name (Please Print) | Sales Rep Email Address |
|---------------|------------------|-------------------------------|------------------------------|
| | | <u>Robert Barney</u> | <u>robbarney@cablone.net</u> |
| Order Taking: | | | |
| Servicing: | | | |

Contract Processed: Windsor, CT Branch Interstate Copy Shop (Branch Name)



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 091515

The following amendments are hereby incorporated into the agreement for the below project

MONITOR VARIOUS ALARM SYSTEMS FOR NORTHERN GILA

AZTEC ALARMS, INC.

Effective September 23, 2015, Gila County and Aztec Alarms, Inc. entered into a contract whereby Aztec Alarms, Inc. provides the Monitoring of Various Alarm Systems for Northern Gila County Facilities.

Service Agreement No. 091515 will expire on June 30, 2016. **Per Article 14-Term**, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional (1) year periods.

AMENDMENT NO. 1 to Service Agreement No. 091515, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from July 01, 2016 to June 30, 2017, for a contract amount not to exceed Eight Hundred Sixty-Four dollars and no/100's (\$864.00) 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 July 01, 2016 to June 30 2017 renewal period.

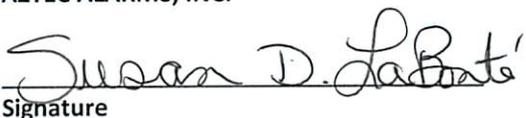
IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 15th day of June, 2016.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 6/15/16

AZTEC ALARMS, INC.


Signature

Susan D LaBonte
Print Name

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

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



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

GILA COUNTY
www.gilacountyaz.gov

SERVICE AGREEMENT NO. 052516-2
SOLAR CANOPY LIGHTING REPAIRS
FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Wilson Electric, 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 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 052516-2** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 052516-2** 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 052516-2**, 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 "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

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

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. Worker's Compensation and Employers' Liability

| | |
|-------------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$100,000 |
| Disease - Each Employee | \$100,000 |
| Disease - Policy Limit | \$500,000 |

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **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 for seven days.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$611.19 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. 052516-2 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

WILSON ELECTRIC


Don E. McDaniel Jr., County Manager


Signature

Date: 6/1/16

STEVE PIERCE
Print Name
5/25/16



PROPOSAL

JOB NAME: Gila County Public Works Solar Canopy Lighting Repairs DATE: 5/24/2016
 ESTMT #: 16-1051-05.23.2016-2 ESTIMATOR: Mark Gravill

CLIENT: Gila Globe Courthouse
 1400 East Ash St.
 Globe, Arizona 85501
 Robert

JOB: Gila Globe Courthouse
 1400 E Ash St
 Globe, Arizona 85501
 Robert Hickman

Dear Robert,

We appreciate the opportunity to provide you with our proposal for your anticipated project. Please review the following list of scope elements, inclusions and exclusions. If you have any questions or need any additional information please do not hesitate to contact me.

FINAL PRICE: \$ 611.19

WILSON ELECTRIC SERVICES CORP. STANDARD EXCLUSIONS-

Unless otherwise written, the following items are EXCLUDED from this proposal: taxes, bonds, permits, permit fees, engineering, temporary power, fixture support wires, demo (make safe only) , haul-away, landscape replacement and patching (drywall, concrete, asphalt, roof, etc.) . This proposal excludes labor hours and other resources for customer specific safety training or special security procedures required at customer's facility. Any delays resulting from customer's security personnel, security pre-screening, security procedures, security escorts, mandatory safety/facility training, etc. will result in additional costs to this proposal to be paid by the customer. Unless otherwise written, all work is to be performed Monday thru Friday during traditional daytime business hours. Material will not be procured and work will not commence without signed acceptance. The signature below indicates that the signer is authorized to approve this work, indicates an acceptance of this proposal and all terms herein and indicates an authorization to proceed.

Project Specialist: Mark Gravill

CONTACT: 602-513-9089

WORK DESCRIPTION: Excavate and Repair existing Lighting Conduit

SPECIFIC INCLUSIONS

Final price includes applicable sales or transaction privilege tax.

SPECIFIC EXCLUSIONS

·Permit, Bond, Engineering

Wilson Electric Services, Corp.
 600 E Gilbert Dr. Tempe, Arizona 85281
 AZROC License Number 181769 K11 Electric

The above proposal and pricing is valid for 30 days

5/24/2016 8:13:55 AM



AMENDMENT NO. 3 to SERVICE AGREEMENT NO 022514-1

The following amendments are hereby incorporated into the agreement for the below project

SERVICE AGREEMENT NO. 022514-1 FORENSIC CENTER FACILITY FOR GILA COUNTY MEDICAL EXAMINER

MESSINGER MORTUARY & CHAPEL, INC.

Effective October 14, 2014 Gila County and Messinger Mortuary & Chapel, Inc. entered into a contract whereby Messinger Mortuary & Chapel, Inc. and its wholly owned subsidiaries including (Messinger Payson Funeral Home, Inc.) agreed to provide a facility for the Gila County Medical Examiner to perform autopsies.

AMENDMENT NO. 1 to Service Agreement No. 022514-1, was executed to increase the original contract amount of Twenty Thousand dollars and no/100's (\$20,000.00) by Two Thousand dollars and no/100's (\$2,000.00) for a new total contract amount of Twenty-Two Thousand dollars and no/100's (\$22,000.00) through October 13, 2015.

Amendment No. 2 to Service Agreement No. 022514-1 was executed on October 20, 2015 extending the contract term for one (1) one (1) year term from October 14, 2015 to October 13, 2016, with a not to exceed Twenty Thousand dollars and no/100's (\$20,000.00), without prior written approval from the County.

Health Services would like to increase the contract amount by an additional Eight Thousand dollars and no/100's (\$8,000.00) to ensure that funds are available to cover costs incurred on Service Agreement No. 022514-1, *if needed*, throughout the remainder of the contract term.

The contractor will continue to bill for services pursuant to Article 2-Fees of the original Service Agreement but in no event shall charges for the October 14, 2015 to October 13, 2016 term exceed Twenty-Eight Thousand dollars and no/100's (\$28,000.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the October 14, 2015 to October 13, 2016 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 15th day of JUNE, 2016.

GILA COUNTY:


Don E. McDaniel Jr., County Manager

Date: 6/15/16

MESSINGER MORTUARY & CHAPEL, INC.:


Signature

Joseph A Leaser
Print Name

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

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511



GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 010416-1
ON-CALL SERVICE AND REPAIR FOR JAIL BOILER SYSTEM
SHERIFF'S DETENTION OFFICE

THIS AGREEMENT, made and entered into this 1st day of June, 2016, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Pueblo Mechanical & Controls, Inc., of the City of Tucson, 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 **Sheriff's Detention Office** 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 010416-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 010416-1** 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 010416-1**, 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 for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$5,000.00 for completion of the projects as outlined in the Scope of Services, *if required during the term of this contract.*

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.

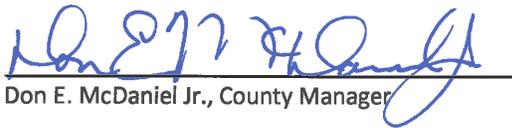
Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

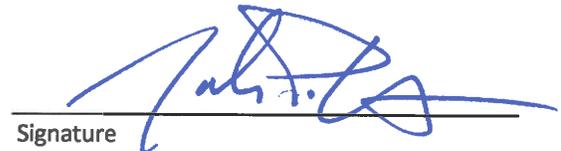
The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 010416-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

PUEBLO MECHANICAL & CONTROLS, INC.


Don E. McDaniel Jr., County Manager


Signature

Date: 6/1/16

John Neuser
Print Name

**REQUEST FOR QUOTE NO. 010416-1
GILA COUNTY**



ON-CALL SERVICE AND REPAIR FOR JAIL BOILER SYSTEM

**QUOTES NOT SUBMITTED ON THE REQUEST FOR QUOTE FORM, WILL BE
CONSIDERED NON-RESPONSIVE**

JOB/PROJECT DESCRIPTION

Project consists of a Contractor to provide On-Call Service and Repair for a Rite Boiler System, S/N 8017912, located at the Jail in Globe, AZ.

Location:

Gila County Jail
1100 South Street
Globe, AZ 85501

Scope of Work and Specifications:

- Labor costs per hour, during regular business hours, specify business hours.
- Labor costs for after business hours, and holidays.
- Travel cost if applicable.
- Cost for common repair/replacement parts for a Rite Boiler System.
- Cost of required replacement parts would have to be approved by the Facilities Manager prior to installation.

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on, March 14, 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: <u>Pueblo Mechanical and Controls Inc.</u> | |
| Contractor Address: <u>6771 E. Outlook Dr. Tucson, AZ 85756</u> | |
| Contractor Phone #: <u>(520) 545 - 1044</u> | Email Address: <u>Brethth@pueblo-mechanical.com</u> |
| Contractor Signature: <u></u> | |
| TOTAL COST FOR MATERIAL & INSTALLATION | |
| LABOR COST | \$ <u>97.25/ Hour</u> (TAXES INCLUDED) |
| MATERIAL COST | \$ <u>See Proposal</u> (TAXES INCLUDED) |
| PLEASE ATTACH DETAIL QUOTE INCLUDING MATERIALS AND INSTALLATION CHARGE. | |

THIS IS AN INFORMAL "REQUEST FOR QUOTE". ONLY THE SUCCESSFUL VENDOR WILL BE NOTIFIED OF GILA COUNTY'S INTENT TO ENTER INTO A CONTRACT FOR THE GOODS OR SERVICES QUOTED. ALL TELEPHONE 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.



(800) 840-9170

PROPOSAL - Gila County Jail Rite Boiler Common Parts Repairs & Replacement

~~Monave JOC~~
~~#1740-PMAC2-0903~~

Bid *LA*

PMC Proposal #:16-03-049

From: Pueblo Mechanical and Controls, Inc.

Date: 03/25/2016

Attn: Jeannie Sgroi
Gila County Government
Attn: Accounts Payable
1400 E. Ash Street
Globe, AZ 85501

Dear Jeannie,

Pueblo Mechanical and Controls appreciates the opportunity to look at this project and is pleased to provide the following scope for Gila County Jail Rite Boiler. The following list will cover the more common parts that fail over time on Rite Boilers. The price and scope of work included will cover the initial service call, parts & labor as per pricing breakouts. All major repairs will require a full write up and additional quoting/ costs.

Scope of Work To Replace Low Water Cut Out:

- Disconnect power to equipment and lock out/ tag out.
- Isolate the water valve and drain any water in the system.
- Remove/ replace low water cut out switch with auto reset.
- Turn on the water valve and refill the system.
- Remove lock out/ tag out and reconnect power to equipment.
- Start up and check operation of Rite Boiler Serial No. 8017912.

| | |
|---|------------------|
| Complete Material Cost | \$ 838.42 |
| Service Labor: 6 Hr. @ 97.25/hr. | \$ 583.50 |

Scope of Work To Replace Main Pilot Burner:

- Disconnect power to equipment and lock out/ tag out.
- Isolate the gas valve and relieve any gas pressure in the line.
- Remove/ replace main pilot burner.
- Turn the gas valve on and check for leaks.
- Remove lock out/ tag out and reconnect power to equipment.
- Start up and check operation of Rite Boiler Serial No. 8017912.

| | |
|---|------------------|
| Complete Material Cost | \$ 348.80 |
| Service Labor: 6 Hr. @ 97.25/hr. | \$ 583.50 |

ALL PRICES QUOTED ABOVE ARE VALID FOR 120 DAYS

6771 E. Outlook Drive, Tucson, AZ 85756 • 11052 N. 24th Avenue, Phoenix, AZ 85029

Office - (800) 840.9170 • Fax - (888) 473-4374

www.pueblo-mechanical.com

AZ LIC: CR-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: CR-74 # ROC260462



(800) 840-9170

Scope of Work To Replace Honeywell Flame Safeguard Assembly:

- Disconnect power to equipment and lock out/ tag out.
- Isolate the gas valve and relieve any gas pressure in the line.
- Remove/ replace Honeywell flame safeguard to include wiring conversion kit.
- Turn the gas valve on and check for leaks.
- Remove lock out/ tag out and reconnect power to equipment.
- Start up and check operation of Rite Boiler Serial No. 8017912.

Complete Material Cost**\$ 947.20****Service Labor: 8 Hr. @ 97.25/hr.****\$ 778.00****Scope of Work To Replace Ignition & Flame Rod Leads:**

- Disconnect power to equipment and lock out/ tag out.
- Isolate the gas valve and relieve any gas pressure in the line.
- Remove/ replace ignition & flame rod leads.
- Turn the gas valve on and check for leaks.
- Remove lock out/ tag out and reconnect power to equipment.
- Start up and check operation of Rite Boiler Serial No. 8017912.

Complete Material Cost**\$ 223.66****Service Labor: 6 Hr. @ 97.25/hr.****\$ 583.50****We Exclude The Following:**

- Repair or replacement of any existing device found to be inoperable.
- Chemical Treatment or Glycol for water based systems; this service is assumed to be by clients' provider.
- There is a 3.2% fee associated with our accepting credit cards for payment.

All projects over \$100,000 must be individually bonded, projects under this amount are at the discretion of the customer, by accepting this proposal you agree to waive bonding for this project if the project is under the mandated \$100,000 amount.

ALL PRICES QUOTED ABOVE ARE VALID FOR 120 DAYS6771 E. Outlook Drive, Tucson, AZ 85756 • 11052 N. 24th Avenue, Phoenix, AZ 85029

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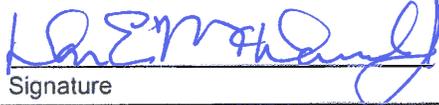
(800) 840-9170

We look forward to providing this important service; please call if you have any questions.

Best Regards,

Rhonda Bishop
Hvac Solutions
(520) 310-7394
Rhonda@pueblo-mechanical.com

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

| | | |
|---|--|-----------------------|
| <u>Don E. McDaniel, Jr.</u> Name <i>County Manager</i> | <u></u> Signature | <u>6/1/16</u> Date |
|---|--|-----------------------|

Due to the high cost of equipment and/or extended nature of this project progress billing may be required; if a purchase order is created for this project the owner agrees to accept progress billing for demonstrated and verifiable completed work and/or arrival of equipment items pending installation.

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EXECUTIVE SUMMARY FORM

Contract Name: Stanley Virtual Server Change Over 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 end date to June 30, 2016. I.T. was not ready when the contract was approved. I.T. is now ready to have Stanley Convergent perform the work. Communication between the physical stand-alone server and PC's is breaking down. I.T. says the server is not repairable. The best solution is to virtualize the system so Management can access program from any County networked PC.

Contract End Date: 06-30-16

Renewal Option: Yes No

Maximum Dollar Limit: \$2,292.67

Contract Information

Firm Name: Stanley Security Solutions Contact Person: Matt Alvey

Address: 4666 S. Ash Avenue Phone No: 480-216-9273

City: Tempe State: AZ Fax: _____ Email: malvey@stanleyworks.com

Fund: Superior & JP Courts Security/Finance/General Administration/Professional services Software

Type of Funds: Restricted Grant General Fund Other

Fund Code: 1124.140.201.4210.60

Date Sent for Legal Review: n/a

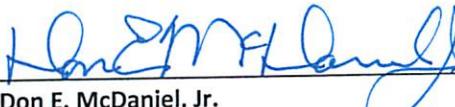
Date Returned: _____

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: Virtual Server Change Over approved this 8th day of June, 2016.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.



AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 122914

The following amendments are hereby incorporated into the agreement for the below project

EMERGENCY REPAIRS AT VARIOUS SHERIFF'S FACILITIES

SHERIFF'S OFFICE

Effective January 7, 2015 Gila County and Earthquest Plumbing, Inc. entered into a contract whereby Earthquest Plumbing, Inc. agreed to provide emergency service and repair at various Gila County Sheriff's Facilities.

Amendment No. 1 to Service Agreement No. 122914, was executed on January 01, 2016 extending the term of the Agreement for one (1) additional one (1) year term, from January 07, 2016 to January 06, 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.

The Sheriff's Office would like to increase the original contract amount of Two Thousand dollars and 00/100's (\$2,000.00) by an additional Eight Thousand dollars and 00/100's (\$8,000.00) to repair drains in the Jail Showers, as needed for remodel, and any additional repairs needed during the January 07, 2016 to January 06, 2017 term of the contract.

Consequently, the contract is amended to increase the contract amount by \$8,000.00 for a new total contract amount of Ten Thousand dollars and 00/100's (\$10,000.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the January 07, 2016 to January 06, 2017 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 8th day of June, 2016.

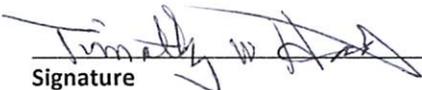
GILA COUNTY:



Don E. McDaniel Jr., County Manager

Date: 6/8/16

EARTHQUEST PLUMBING, INC.



Signature

Timothy W. Hayes

Print Name

EXECUTIVE SUMMARY FORM

Contract Name: Gila County Superior Courthouse HVAC Modifications 2nd Floor Contract No.: Mohave JOC # 14G-PMAC2-0903

Statement of Mutual Consent and Intent

Gila County wishes to utilize the Mohave JOC contract with Pueblo Mechanical & Controls, Inc. on the Superior Courthouse HVAC 2nd Floor Modifications In order to expedite the remedy of the discomfort the employees and public are experiencing on the 2nd floor of the Courthouse, the Engineering report was given to Pueblo Mechanical to devise a scope of work. They have provided a cost Proposal #16-04-083 under Mohave JOC #14G-PMAC2-0903 for \$43,372.61 with a possible refund from APS of \$145.50 for the high efficiency unit.

Contract End Date: 09-09-16

Renewal Option: Yes No

Maximum Dollar Limit: \$43,372.61

Contract Information

Firm Name: Pueblo Mechanical & Controls, Inc. Contact Person: Brett Hunt
Address: 6771 E. Outlook Drive Phone No: 800-840-9170
City: Tucson State: AZ Fax: 520-545-1048 Email: bretth@pueblo-mechanical.com

Special Notes: Gila County is part of the Mohave Cooperative for cooperative purchasing. By using the Mohave contract with Pueblo Mechanical & Controls, it will save the County in both time and money for a rate that has already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the Mohave JOC #14G-PMAC2-0903 Gila County Superior Courthouse HVAC 2nd Floor Modifications approved this 8th day of June, 2016.

Gila County Manager


Don E. McDaniel, JR



(800) 840-9170

PROPOSAL - Gila County Superior Courthouse HVAC Modifications

**Mohave JOC
#14G-PMAC2-0903**

PMC Proposal #:16-04-083

From: Pueblo Mechanical and Controls, Inc.

Date: 05/13/2016

Attn: Robert Hickman
Gila County
1400 East Ash Street
Globe, AZ 85501

Dear Robert,

Pueblo Mechanical and Controls appreciates the opportunity to look at this project and is pleased to provide the following scope for Gila County Superior Courthouse HVAC Modifications base on drawings: M-000, M-001, M-002, M-003, and M-006 produced by Hanlon Engineering and Architecture Inc. dated 4/15/2016.

Scope of Work:

- Demo and remove existing duct work as called out on plans in (3) sections specified, 2-14, 2-15, and 2-16.
- Demo existing thermostats and wire from (2) existing units as shown on the drawings.
- Provide and install (2) new thermostats and wire as shown on the drawings.
- Provide and install (1) to platform curb for new condensing unit.
- Patch roof around new platform (roofing to be performed by Custom Roofing Co)
- Provide and install (1) new Trane 4 ton split system
 - Condenser model # 4TWA3048B3
 - Air Handler model # TAM7A0C48E
 - Hail guard
 - New programmable thermostat
 - 15 SEER
- Provide and install new duct work per drawings.
- Provide and install new electrical line set from nearest available panel to new AHU and condensing unit.
- Provide and install new refrigerant lines.
- Provide and install new electrical lines sets for split system.
- Provide and install new disconnects, whips, and wire.
- Provide and install new thermostat wire for new unit.
- Provide and install new condensate pump and pipe condensate line to nearest termination.
- Provide and install steel tags for new equipment.
- Test and balance (2) systems that had ductwork modified.
- Test and balance new unit.
- Crane and riggings as required.
- Start-up and test for proper operation.
- 2 year parts and labor warranty.

ALL PRICES QUOTED ABOVE ARE VALID FOR 120 DAYS

6771 E. Outlook Drive, Tucson, AZ 85756 • 11052 N. 24th Avenue, Phoenix, AZ 85029

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- Operation and maintenance manuals for new equipment.
- Work to be performed during nights and weekends.

We Exclude The Following:

- Repair or replacement of any existing device found to be inoperable.
- There is a 3.2% fee associated with our accepting credit cards for payment.
- Engineering, permits and fees.
- Exhaust fans.
- Asbestos abatement, testing, reporting.
- Any work not included in scope of work listed above.
- Repairing other duct systems outside of scope.
- Any not on the second floor.

| | | | |
|---|--------|----|-----------|
| Material, Service, & Labor Subtotal: | | \$ | 43,372.61 |
| Bonding: | [None] | \$ | 0.00 |
| Total Cost: | | \$ | 43,372.61 |

Estimated Rebates:

We have reviewed the offerings of this proposal and determined the items listed below may qualify for rebates from your local utility company. Please note there are potentially higher rebates available if the efficiencies are increased, if desired we will price the project with greater efficiencies at your request.

High Efficiency HVAC units

The total rebate value shown below is estimated and subject to approval & funds available by the local Utility Company; these funds will go directly back to your organization in the form of a rebate check from the qualifying utility. Pueblo mechanical will assist with the preparation of all required documentation but the completed forms are ultimately the responsibility of the customer.

| | | | |
|--------------------------------|--|----|--------|
| Potential Rebate Value: | | \$ | 145.50 |
|--------------------------------|--|----|--------|

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(800) 840-9170

All projects over \$100,000 must be individually bonded, projects under this amount are at the discretion of the customer, by accepting this proposal you agree to waive bonding for this project if the project is under the mandated \$100,000 amount.

We look forward to providing this important service please call if you have any questions.

Best Regards,

Rhonda Bishop
HVAC Solutions
Pueblo Mechanical & Controls, Inc.
Cellular: (520) 310-7394
rhonda@pueblo-mechanical.com

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

| | | |
|--|---------------------------------|-----------------------|
| <u>Don E. McDaniel Jr.</u> Name <u>County Manager</u> | <u>[Signature]</u> Signature | <u>6/5/16</u> Date |
|--|---------------------------------|-----------------------|

Due to the high cost of equipment and/or extended nature of this project progress billing may be required; if a purchase order is created for this project the owner agrees to accept progress billing for demonstrated and verifiable completed work and/or arrival of equipment items pending installation.

ALL PRICES QUOTED ABOVE ARE VALID FOR 120 DAYS

6771 E. Outlook Drive, Tucson, AZ 85756 • 11052 N. 24th Avenue, Phoenix, AZ 85029

Office - (800) 840.9170 • Fax - (888) 473-4374

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AZ LIC: CR-39 # ROC176640 • AZ LIC: B-01 # ROC173953 • AZ LIC: CR-74 # ROC260462

CONTRACT AGREEMENT FORM

Contract Name: Copper Administration Building-Geotechnical Investigation Contract No.: ADSP016-00005912 State of Arizona Procurement Office

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize Speedie and Associates on the Cooper Administration Building Geotechnical Investigation. The Contractor will provide will perform a geotechnical investigation of the Copper Administration Building site for ground stabilization and develop recommendations for repair. All Documents executed by the State of Arizona on Contract No. ADSP016-00005912, apply to this procurement between Gila County and Speedie and Associates.

Contract End Date: 30 days from Notice to proceed. Renewal Option: Yes No
Maximum Dollar Limit: Not to exceed \$3,000.00

Contract Information

Firm Name: Speedie and Associates Contact Person: Ken Karaba
Address: 3125 East 47th Street Phone No: 520-419-2023
City: Tucson State: AZ Fax: _____ Email: kkaraba@speedie.net

Special Notes:
Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with ~~Creative Communications~~ Speedie and Associates, it will save the county in both time and money for a rate that has already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADSP016-00005912, for Engineering Services approved this 8th day of June, 2016.

GILA COUNTY MANAGER


Don E. McDaniel, Jr.

June 6, 2016

Mr. Mark Guereña, P.E., R.L.S.
County Engineer
Gila County Public Works Department
745 North Rose Mofford Way
Globe, Arizona 85501

RE: Proposal for Limited Geotechnical Assessment
Copper Administration Building Site Subsidence
1350 East Monroe Street
Globe, Arizona
Proposal No. 57514

Dear Mr. Guereña:

Speedie and Associates, Inc. (S&A) is pleased to provide our cost estimate to conduct a limited soil assessment at the above-referenced site to evaluate the subsidence area at the referenced building site. All work on this project will be completed under the overall supervision of a registered Professional Engineer in the state of Arizona.

We understand that the subsided area at the south southwest corner of the building became evident after a recent rain storm and Gila County wishes to evaluate and repair the area. S&A's experience with the site includes a geotechnical evaluation dated December 4, 2015 (S&A Report Number 151891ST). S&A would conduct an assessment of the subsided area and develop recommendations for repair options. This proposal is based on our review of the geotechnical report, a site visit conducted on May 27th, 2016, and our conversations about the site with you and Mr. Robert Hickman, Gila County Public Works Facilities Manager.

We propose to provide the services set forth herein under our contract with the State Procurement Office - Contract No. ADSP016-00005912 on a time and materials basis for and **estimated** amount not to exceed **\$3,000.00**, which includes all testing, engineering, reimbursable expenses and a written report in electronic (pdf format) to be emailed upon completion of our services. Charges for our services have been determined on the basis of our standard Fee and Rate Schedule, a copy of which is attached and made a part hereof. We would not exceed our authorized budget without your prior approval.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign the attached copy and return it for our records.

Respectfully submitted,
SPEEDIE & ASSOCIATES



Kenneth Karaba, R.G.

APPROVED AND ACCEPTED

By: 

Print Name: Don E. McDaniel Jr.
County Manager

Date: June 8, 2016

ENGINEERING SERVICES
2016 Fee and Rate Schedule

Fees for services will be based upon the time worked on the project at the following rates:

| Title | Rate Per Hour |
|---------------------------------|----------------------|
| Principal | \$ 130.00 |
| Project Manager | 100.00 |
| Sr. Geologist/Engineer | 100.00 |
| Project Engineer/Geologist | 90.00 |
| Environmental Specialist | 85.00 |
| Architectural Special Inspector | 85.00 |
| Structural Special Inspector | 70.00 |
| Staff Engineer/Geologist | 70.00 |
| Sr. Engineering Technician | 55.00 |
| Draftsman | 50.00 |
| Materials Testing Technician | 40.00 |
| Clerical/Administrative | 40.00 |

REIMBURSABLE EXPENSES

Light Truck Mileage Rate: \$0.50 per mile

The following items are reimbursable to the extent of actual expenses plus 25%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

TEST BORINGS AND FIELD INVESTIGATIONS

On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

SUBCONTRACTORS/SUBCONSULTANTS CHARGES

Any charges for subcontractors/subconsultants are subject to a 25% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

SPECIAL RATES

The following rates may be subject to a 35% increase:

- > Overtime – time over 8 hours per weekday and on Saturday
- > Sunday and Holidays
- > Rush orders

EXPERT WITNESS

Deposition and testimony; 4-hour minimum, \$250.00 per hour.

The following Terms and Conditions are included and hereto made a part of this agreement.

TERMS AND CONDITIONS

1. STANDARD OF CARE

In performing our professional engineering services, Speedie & Associates, Inc. (S&A) will use the degree of care and skill ordinarily exercised by members of our profession currently practicing in the same locality under similar conditions. No warranty, expressed or implied, is made or intended by our proposal for consulting services, our contract, oral or written reports, or services.

2. SCOPE OF SERVICES

2.1 "ON-CALL" SERVICES

Unless otherwise agreed by both parties in writing, all construction materials testing will be performed on an "on-call" basis. Both parties agree that test results for "on-call" testing, where the CLIENT does not request S&A's continuous construction and field observation, will be based only on the representative sample or limited location tested.

2.2 CONSTRUCTION/FIELD OBSERVATION OR REMEDIATION OBSERVATION

If the CLIENT desires more extensive or full-time project observation to help reduce the risk of problems arising during construction, the CLIENT shall request such services as "Additional Services" in accordance with the terms of this agreement. Should the CLIENT for any reason choose not to have S&A provide construction or field observation during the implementation of S&A's specifications or recommendations, or should the CLIENT unduly restrict S&A's assignment of observation personnel, CLIENT shall, to the fullest extent permitted by law, waive any claim against S&A, and indemnify, defend, and hold S&A harmless from any claim or liability for injury or loss arising from field problems allegedly caused by findings, conclusions, recommendations, plans or specifications developed by S&A. CLIENT also shall compensate S&A for any time spent or expenses incurred by S&A in defense of any such claim. Such compensation shall be based upon S&A's prevailing fee and rate schedule.

3. OWNERSHIP OF DOCUMENTS

All reports, plans, specifications, field data, notes and other documents prepared by S&A shall remain the property of S&A. Any reuse of such documents for other purposes must be with the written consent of S&A.

4. SAFETY

While on a CLIENT'S jobsite, S&A's personnel have no authority to exercise any control over any construction contractor, any other entity, or their employees in connection with their work, health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the CLIENT'S agreement with the General Contractor. The CLIENT may be charged for additional work for interruption, downtime required, or safety measures required by hazardous job conditions.

5. INSURANCE

Upon request, S&A will furnish certificates of insurance for Workers Compensation, General and Auto insurance, and Professional Errors or Omissions insurance. S&A is not responsible for damage of any cause beyond the coverage of its insurance.

6. INDEMNIFICATION

6.1 ENVIRONMENTAL SERVICES

It is understood and agreed that should the CLIENT hire S&A in matters involving the actual or potential presence of hazardous substances, the CLIENT will indemnify S&A, and its employees and representatives, from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, its employees or representatives. S&A will indemnify the CLIENT from and against claims that are solely the result of negligent acts or omissions on the part of S&A, its employees or representatives.

6.2 NON-ENVIRONMENTAL SERVICES

Both parties agree that S&A's scope of services will not include asbestos, hazardous or toxic materials. Should it become known in any way that such materials may be present at the jobsite or adjacent area that may affect the performance of S&A's services, S&A may suspend its services without any liability until the CLIENT retains appropriate consultation to identify, abate, and/or remove the asbestos, hazardous or toxic materials and warrants that the jobsite is in compliance with applicable laws and regulations. The CLIENT will indemnify S&A and his employees and representatives from and against claims that are the result of negligent acts or omissions on the part of the CLIENT, his employees and representatives. S&A shall indemnify the CLIENT from and against claims, which are solely the result of negligent acts or omissions on the part of S&A, its employees and representatives.

7. LIMITS OF LIABILITY

The CLIENT agrees that S&A shall not be liable for losses caused by or arising from any acts of the CLIENT, his employees or subcontractors. Should any of S&A's employees be found to have been negligent in the performance of professional services rendered, the CLIENT agrees that the maximum aggregate amount of S&A's liability shall be limited to \$50,000.00 or the amount of the fee paid to S&A for professional services, whichever amount is greater.

8. WAIVER OF LIMITATION OF PROFESSIONAL LIABILITY

In the event the CLIENT is unwilling or unable to limit liability in accordance with the paragraph above, then CLIENT shall agree to pay S&A a sum equivalent to an additional 20% of the total fee to be charged for the professional services. Said sum is to be called "Waiver of Limitation of Liability Charge." This charge will in no way be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved in performing the work up to the limit of proceeds available from S&A's professional insurance coverage.

9. SAMPLE DISPOSAL

9.1 NON-HAZARDOUS SAMPLES

Test samples are substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples are disposed of thirty (30) days after submission of our report. If requested in writing, samples can be held after thirty (30) days for an additional storage fee, or returned to the CLIENT.

9.2 HAZARDOUS SAMPLES

If toxic or hazardous substances are involved, S&A will return such samples to the CLIENT. Or using a manifest signed by the CLIENT, S&A will have such samples transported to a location selected by the CLIENT for final disposal. The CLIENT agrees to pay all costs for storage, transport and disposal of samples. The CLIENT recognizes and agrees that S&A is acting as a bailee and at no time assumes title to samples involving hazardous or toxic materials.

10. PAYMENT

Progress invoices will be submitted to the CLIENT monthly with a final billing at completion of services. Invoices are due and payable upon receipt. The CLIENT agrees to pay a finance charge of 1.5 % per month on all past due accounts over thirty (30) days. The CLIENT'S obligation to pay for all work contracted is in no way dependent upon the CLIENT'S ability to obtain financing, zoning approval, or the CLIENT'S successful completion of the project. S&A reserves the right to suspend work under its agreement if the CLIENT fails to pay invoices as due. The CLIENT agrees to pay all costs for collection of payment, including attorney's fees.

11. LITIGATION

In the event of litigation between parties to this agreement, if S&A is the prevailing party, S&A shall be entitled to recover all related costs, expenses, and reasonable attorney fees.