

PURSUANT TO A.R.S. SECTION 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' AUDITORIUM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

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**REGULAR MEETING - TUESDAY, JULY 1, 2014 - 10:00 A.M.**  
**R E V I S E D**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PUBLIC HEARINGS:**
  - A. Information/Discussion/Action to adopt Order No. LL-14-04, a liquor license application submitted by Ralph N. Killmer for a new Series 10 Beer & Wine Store License with an interim permit to operate at Killmer's Kountry Store located north of Globe. **(Marian Sheppard)**
  - B. Information/Discussion/Action to adopt Order No. LL-14-05, an application submitted by Ray Stephens, Jr. for a new Series 13 Domestic Farm Winery License for Trident Winery located in Pine. **(Marian Sheppard)**
3. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to approve a Standard Software Maintenance Agreement between Gila County and New World Systems Corporation in the amount of \$422,810 plus sales tax for a four-year term from July 1, 2014, to June 30, 2018, to provide continued maintenance on the County licensed New World application packages. **(Jeff Hessenius)**
  - B. Information/Discussion/Action to approve an Intergovernmental Agreement among the Pima County School Superintendent, the Maricopa County School Superintendent, the Yavapai County School Superintendent, the Gila County School Superintendent and the Navajo County School Superintendent to establish the Arizona Education and Technology Consortium for the purpose of establishing, managing, and operating an interactive television system for the purpose of providing instructional services to students, professional development services to education professionals, and to assign a Fiscal Agent for the Consortium, to become effective on the date of final signature and terminate on June 30, 2019. **(Linda O'Dell)**
  - C. Information/Discussion/Action to adopt Resolution No. 14-07-02 establishing the November 4, 2014, General Election for the voters to decide whether or not to continue the Gila County 1/2 Cent Transportation Excise Tax and to share the revenue with the city and towns in the County. **(Don McDaniel)**
  - D. Information/Discussion/Action to purchase the NAPA Auto Parts property at 110 W. Main Street in Payson, Arizona, in an amount not to exceed \$450,500 and authorize the Chairman to sign all required documents.  
**(Don McDaniel/Steve Stratton)**

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 Amendment No. 11 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, to increase the contract amount by \$8,000, from \$118,400.01 to \$126,400.01.
  - B. Approval of a Request for Release of Funds between the Gila County Housing Services and the Arizona Department of Housing, which will allow Housing Services to request a release of funds for multiple contracts and multiple years if said contracts are awarded.
  - C. Approval of two Special Event Liquor License Applications submitted by Pine Strawberry Fuel Reduction, Inc. to serve liquor at the Fire on the Rim Mountain Bike Race fund-raising event to be held September 12-14, 2014, and the fund-raising dinner to benefit Pine Strawberry Fuel Reduction wildfire prevention programs to be held on September 20, 2014.
  - D. Approval of a Special Event Liquor License Application submitted by the Isabelle Hunt Memorial Public Library of Pine, Arizona, to serve liquor at a fund-raising event to be held on October 11, 2014.
  - E. Approval to appoint Ken Volz, represented as a Citizen and head of the Gila County Personnel Commission, to the Correctional Officers Retirement Board (CORP) Local Board for Detention Officers and Non-Uniformed Officers and to the CORP Local Board for Dispatchers to fill a vacancy for the term beginning July 1, 2014, through December 31, 2017; and to re-appoint Ed Carpenter, represented as a Citizen, to the same two CORP Local Boards for the term of November 2, 2014, through December 31, 2015, in order to align Mr. Carpenters' term of service with the correct term of office.
  - F. Acknowledgment of the appointment of Ardith Hogan to the East Verde Park Fire District Governing Board to complete Mary Cambier's unexpired term of office through December 31, 2016.
  - G. Acknowledgment of the February 2014 and May 2014 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
  - H. Acknowledgment of the April 2014 monthly activity report submitted by the Recorder's Office.
  - I. Acknowledgment of the May 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.
  - J. Approval of the May 27, 2014, and June 3, 2014, Board of Supervisors' meeting minutes.

- K. Acknowledgment of the Human Resources reports for the weeks of June 3, 2014, June 10, 2014, June 17, 2014, and June 24, 2014.
  - L. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of June 9, 2014, to June 13, 2014.
  - M. Approval of finance reports/demands/transfers for the week of July 1, 2014.
  - N. Adoption of Resolution No. 14-06-09 **(Amended)**, a resolution providing funding to be used for highway and street purposes including costs of right of way acquisitions and expenses related thereto and construction, reconstruction, maintenance, repair and roadside development of county, city and town roads, streets and bridges and payment of principal and interest on highway and street bonds, and for regional transportation projects that are included in the regional transportation plan of the County prepared by the County, any city, town or regional planning agency; and levying a transportation excise tax to provide moneys for said purposes. **Section 10. Effective Date; Time in Effect** of the Resolution was amended to reflect some minor changes.
5. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues 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. SECTION 38-431.03(A)((3)

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

**ARF-2575**

**Public Hearing 2. A.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

Submitted For: Marian Sheppard,  
Clerk, BOS

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

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Order No. LL-14-04, a Liquor License Application for Killmer's Kountry Store

Background Information

Ralph N. Killmer has submitted an application to the Arizona Department of Liquor Licenses and Control (DLLC) for a new Series 10 Beer & Wine Store License for Killmer's Kountry Store in Globe. Part of the statutory process is once the DLLC accepts and processes the license, it is sent to the local governing body in which city, town or county the establishment is located. Upon the local governing body's review of the application, a recommendation is then issued by the local governing body, which in Gila County it is the Board of Supervisors (Board), to the DLLC to either approve, deny or issue a "no recommendation" decision.

This application was initially sent by the DLLC to the City of Globe, and then it was forwarded and received by the Clerk of the Board on May 28th for processing.

Per statutory requirements, a notice of hearing by the Board was posted at the establishment for a period of 20 days, specifically to inform any person residing or owning or leasing property within a one-mile radius of the establishment regarding this application. To date, the Clerk of the Board's Department has not received any objections to this application.

Evaluation

This application has been forwarded to the Gila County Clerk of the Board of Supervisors Department for submission to the Board. An internal review has been conducted by both the Gila County Building Permit Department and the Health Department. The Health Department and Building Permit Department have visited the establishment and don't have any issues with regard to other permits required by Gila County. Neither departments have any objection with regard to this liquor license application.

Conclusion

This application has been reviewed by several County departments with no objections and no one has submitted a written objection to this application; therefore, a public hearing should be held by the Board to entertain any comments from the public with regard to this application before the Board takes an action to issue a recommendation to the DLLC.

Recommendation



The Clerk of the Board of Supervisors recommends that the Board issue an approval recommendation to the DLLC.

Suggested Motion

Information/Discussion/Action to adopt Order No. LL-14-04, a liquor license application submitted by Ralph N. Killmer for a new Series 10 Beer & Wine Store License with an interim permit to operate at Killmer's Kountry Store located north of Globe. **(Marian Sheppard)**

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Attachments

Liquor License Application

Interoffice Memos LL-14-04

S.O. Affidavit of Posting



## INTEROFFICE MEMORANDUM

**DATE:** May 28, 2014  
**TO:** Sarah White, Chief Administrative Officer  
**FROM:** Marian Sheppard, Clerk of the Board *JS*  
**SUBJECT:** Liquor License Application

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Please be advised that the following Liquor License Application was filed with the Arizona Department of Liquor Licenses and Control (Department) on May 14, 2014. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Department **within sixty days of the filing date.**

I've attached a copy of the Application for Liquor License, Notice, and Affidavit of Posting pertaining to the following:

Applicant:	Ralph N. Killmer
No./Type:	10043071 #10 Beer & Wine
Business Name:	Killmer's Kountry Store
Location:	Highway 88 4 Miles N. of Globe
Current License Owner:	Jan R. Reynolds
Location of License:	Same as above

Please post the Notice and Application for Liquor License **INSIDE THE ESTABLISHMENT FACING OUT TOWARD THE PUBLIC** for a period of 20 days. If access to the establishment cannot be obtained, the Notice and Application must be posted in a conspicuous place on the front of the premises where the business is proposed to be conducted. It is important to note that every attempt should be made to post the Notice and Application inside the establishment to prevent the paperwork from being blown away or being removed by an unauthorized person.

**POST THE APPLICATION DIRECTLY UNDER THE NOTICE.**


May 28, 2014  
Gila County Sheriff's Office  
Page Two

Please direct the deputy to immediately notify Sarah White at the Globe Sheriff's Office of the posting date. Sarah can be reached at (928) 425-3231 ext. 8572.

After the 20-day period has ended, I would appreciate the Notice being taken down as quickly as possible. (Note: The Notice must be taken down on the 21<sup>st</sup> day or after, not the 20<sup>th</sup> day.) Upon removal of the Notice and Application, the deputy should complete the Affidavit of Posting form and all of the paperwork should be immediately sent to Ms. White, who will record the removal date and then forward all paperwork including this letter signed by the Sheriff to the Clerk of the Board.

I can be contacted at (928) 402-8757 if you have questions.

THE APPLICATION FOR LIQUOR LICENSE AND NOTICE WERE POSTED AT THE ABOVE ADDRESS FOR A PERIOD OF TWENTY DAYS AS REQUIRED BY LAW.

Signed:  CHIEF DEPUTY FOR  
Sheriff Adam Shepherd

## ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor  
 Phoenix AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

LL-14-04

## AFFIDAVIT OF POSTING

Date of Posting: 6-4-14 Date of Posting Removal: 6-25-14

Applicant Name: Killmer Ralph N.  
 Last First Middle

Business Address: Hwy 88 4 miles N. Globe, Globe, 85501  
 Street City Zip

License #: 10043071

14 MAY 23 14 PM 12:27

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Gilbert Olivarez

Print Name of City/County Official

Deputy

Title

928 701 1550

Telephone #

Gilbert Olivarez

Signature

6-30-14

Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

**ARF-2604**

**Public Hearing 2. B.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

Submitted For: Marian Sheppard,  
Clerk, BOS

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

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Order No. LL-14-05, a Liquor License Application for Trident Winery

Background Information

Ray Stephens, Jr. has submitted an application to the State Department of Liquor Licenses and Control (DLLC) for a New Series 13 Domestic Farm Winery License for Trident Winery located in Pine. Part of the statutory process is once the DLLC accepts and processes the license, it is sent to the local governing body in which city, town or county the establishment is located. Upon the local governing body's review of the application, a recommendation is then issued by the local governing, which in Gila County it is the Board of Supervisors (Board), to the DLLC either approve, deny or issue a "no recommendation" decision.

Per statutory requirements, a notice of hearing by the Board was posted at the establishment for a period of 20 days, specifically to inform any person residing or owning or leasing property within a one-mile radius of the establishment regarding this application. To date, the Clerk of the Board Department has not received any objections to this application.

Evaluation

This application has been forwarded to the Gila County Clerk of the Board of Supervisors' Department for submission to the Board. An internal review has been conducted by both the Planning and Zoning Department and the Health Department. Both departments have submitted paperwork stating there are no issues related to this application with regard to their departmental policies/procedures.

Conclusion

All of Gila County's requirements have been met with regard to this application; no one has submitted a written objection to this application; therefore, a public hearing should be held by the Board to entertain any comments from the public with regard to this application before the Board takes an action to issue a recommendation to the DLLC.

Recommendation

The Clerk of the Board of Supervisors recommends that the Board issue an approval recommendation to the DLLC.

Suggested Motion

Information/Discussion/Action to adopt Order No. LL-14-05, an application submitted by Ray Stephens, Jr. for a new Series 13 Domestic Farm Winery License for Trident Winery located in Pine. **(Marian Sheppard)**

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Attachments

LL-14-05 Application for Liquor License

LL-14-05 Interoffice Memorandums for Approval

LL-14-05 Sheriff's Affidavit of Posting

**Arizona Department of Liquor Licenses and Control**  
 800 West Washington, 5th Floor  
 Phoenix, Arizona 85007  
 www.azliquor.gov  
 602-542-5141

**APPLICATION FOR LIQUOR LICENSE**  
 TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

**SECTION 1** This application is for a:

- ☐ MORE THAN ONE LICENSE  
☐ INTERIM PERMIT *Complete Section 5*  
☒ NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*  
☐ PERSON TRANSFER (Bars & Liquor Stores ONLY)  
*Complete Sections 2, 3, 4, 11, 13, 15, 16*  
☐ LOCATION TRANSFER (Bars and Liquor Stores ONLY)  
*Complete Sections 2, 3, 4, 12, 13, 15, 16*  
☐ PROBATE/WILL ASSIGNMENT/DIVORCE DECREE  
*Complete Sections 2, 3, 4, 9, 13, 16* (fee not required)  
☐ GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

**SECTION 2** Type of ownership:

- ☐ J.T.W.R.O.S. *Complete Section 6*  
☐ INDIVIDUAL *Complete Section 6*  
☒ PARTNERSHIP *Complete Section 6*  
☐ CORPORATION *Complete Section 7*  
☐ LIMITED LIABILITY CO. *Complete Section 7*  
☐ CLUB *Complete Section 8*  
☐ GOVERNMENT *Complete Section 10*  
☐ TRUST *Complete Section 6*  
☐ OTHER (Explain) \_\_\_\_\_

**SECTION 3** Type of license and fees LICENSE #(s): # 13

1. Type of License(s): DOMESTIC FARM LICENSE  
 \$ 144.00

2. Total fees attached:

\$ 144.00 Department Use Only

**APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.**

The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

**SECTION 4** Applicant

1. Owner/Agent's Name: ☒ Mr. Stephens, Jr. Ray  
 (Insert one name ONLY to appear on license) Last First Middle  
 2. Corp./Partnership/L.L.C.: Urban Survival Partnership B1052443  
 (Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Troident Winery  
 (Exactly as it appears on the exterior of premises)

4. Principal Street Location: 34105 Harps way Pine Gila 85544  
 (Do not use PO Box Number) City County Zip

5. Business Phone: 928-642-0618 Daytime Phone: 928-978-0912 Email: Azhon47@yahoo.com

6. Is the business located within the incorporated limits of the above city or town? ☐ YES ☒ NO

7. Mailing Address: N/A County Address 1400 Ash St Gila AZ 85501

8. Price paid for license only bar, beer and wine, or liquor store: Type N/A \$ N/A Type N/A \$ N/A

**DEPARTMENT USE ONLY**

Fees: \$100.00 Application — Interim Permit — Site Inspection \$44.00 Finger Prints \$144.00  
**TOTAL OF ALL FEES**

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? ☒ YES ☐ NO

Accepted by: DW Date: 6/4/14 Lic. # 13043003

**SECTION 5 Interim Permit:** 14 MAY 28 Lic. Dept #1002 14 MAY 16 Lic. Dept #1152

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. \_\_\_\_\_
4. Is the license currently in use? ☐ YES ☐ NO If no, how long has it been out of use? \_\_\_\_\_

**ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.**

I, \_\_\_\_\_, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,  
(Print full name)  
MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

X \_\_\_\_\_  
(Signature)

My commission expires on: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_  
Day Month Year  
(Signature of NOTARY PUBLIC)

**SECTION 6 Individual or Partnership Owners:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE FORM LIC0101, AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

**1. Individual:**

Last	First	Middle	% Owned	Mailing Address	City State Zip
				Urban Survival Partnership	

Partnership Name: (Only the first partner listed will appear on license)

Ray Stephens Jr.

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input checked="" type="checkbox"/> <input type="checkbox"/>	Stephens	Ray	Jr	51	POB 1461 Pine Az 85544	
<input checked="" type="checkbox"/> <input type="checkbox"/>	La Magna	Julie	Ann	49	POB 1461 Pine Az 85544	
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

Y R A S S E C E N F I T

2. Is any person, other than the above, going to share in the profits/losses of the business? ☐ YES ☒ NO  
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#



**SECTION 7 Corporation/Limited Liability Co.:**

14 MAY 16 11:52 14 MAY 28 11:02

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

- ☐ CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**  
☐ L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

1. Name of Corporation/L.L.C.: \_\_\_\_\_  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: \_\_\_\_\_ State where Incorporated/Organized: \_\_\_\_\_
3. AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
4. AZ L.L.C. File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
5. Is Corp./L.L.C. Non-profit? ☐ YES ☐ NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

**SECTION 8 Club Applicants:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$22 PROCESSING FEE FOR EACH CARD.

1. Name of Club: \_\_\_\_\_ Date Chartered: \_\_\_\_\_  
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit? ☒ YES ☐ NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

**SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:**

1. Current Licensee's Name: \_\_\_\_\_  
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: \_\_\_\_\_  
Last First Middle
3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_ Date of Last Renewal: \_\_\_\_\_
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

**SECTION 10 Government: (for cities, towns, or counties only)**

1. Governmental Entity: \_\_\_\_\_
2. Person/designee: \_\_\_\_\_  
Last First Middle Contact Phone Number

**A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.**

**SECTION 11 Person to Person Transfer:**

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: \_\_\_\_\_ Entity: \_\_\_\_\_  
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: \_\_\_\_\_  
(Exactly as it appears on license)
3. Current Business Name: \_\_\_\_\_  
(Exactly as it appears on license)
4. Physical Street Location of Business: Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
6. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
7. Current Mailing Address: Street \_\_\_\_\_  
(Other than business) City, State, Zip \_\_\_\_\_
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? ☐ YES ☐ NO
9. Does the applicant intend to operate the business while this application is pending? ☐ YES ☐ NO If yes, complete Section 5 of this application, attach fee, and current license to this application.
10. I, \_\_\_\_\_, hereby authorize the department to process this application to transfer the  
(print full name)  
privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.
- I, \_\_\_\_\_, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER  
(print full name)  
STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

\_\_\_\_\_  
(Signature of CURRENT LICENSEE)

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this

\_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_

**SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)**

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

1. Current Business: Name \_\_\_\_\_  
(Exactly as it appears on license) Address \_\_\_\_\_
2. New Business: Name \_\_\_\_\_  
(Physical Street Location) Address \_\_\_\_\_
3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
4. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
5. What date do you plan to move? \_\_\_\_\_ What date do you plan to open? \_\_\_\_\_

**SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):**

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02) c) Government license (§ 4-205.03)  
b) Hotel/motel license (§ 4-205.01) d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 7300 ft. Name of school Pine Elementary  
Address 3866 N Pine Creek Dr Pine AZ 85544  
928-476-3283 City, State, Zip
2. Distance to nearest church: 2300 ft. Name of church Church on Randall Place  
Address 6338 W Randall Pl Pine AZ 85544  
928-476-4244 City, State, Zip
3. I am the: ☒ Lessee ☐ Sublessee ☐ Owner ☐ Purchaser (of premises)
4. If the premises is leased give lessors: Name Dale Oestman 928-476-3279  
Address 3640 N Hwy 87 Pine AZ 85544  
City, State, Zip
- 4a. Monthly rental/lease rate \$ 840 What is the remaining length of the lease 2 yrs. 9 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ 0 or other N/A  
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0  
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip
<u>N/A</u>							

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Farm Winery Operation

14 MAY 16 14:49:14 PM 152 14 MAY 28 14:49:14 PM 152

### SECTION 13 - continued

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?  
☐ YES ☒ NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? ☐ YES ☒ NO
9. Is the premises currently licensed with a liquor license? ☐ YES ☒ NO If yes, give license number and licensee's name:  
License # N/A (exactly as it appears on license) Name N/A

### SECTION 14 Restaurant or hotel/motel license applicants:

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? ☐ YES ☒ NO  
If yes, give the name of licensee, Agent or a company name:  
N/A and license #: N/A  
Last First Middle
2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this ☐ hotel/motel ☐ restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

N/A  
applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit [www.azliquor.gov](http://www.azliquor.gov) and click on the "Information" tab.

N/A  
applicants initials

### SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

1. Check ALL boxes that apply to your business:  
☒ Entrances/Exits ☒ Liquor storage areas Patio: ☐ Contiguous  
☐ Service windows ☐ Drive-in windows ☐ Non Contiguous
2. Is your licensed premises currently closed due to construction, renovation, or redesign? ☐ YES ☒ NO  
If yes, what is your estimated opening date? N/A  
month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

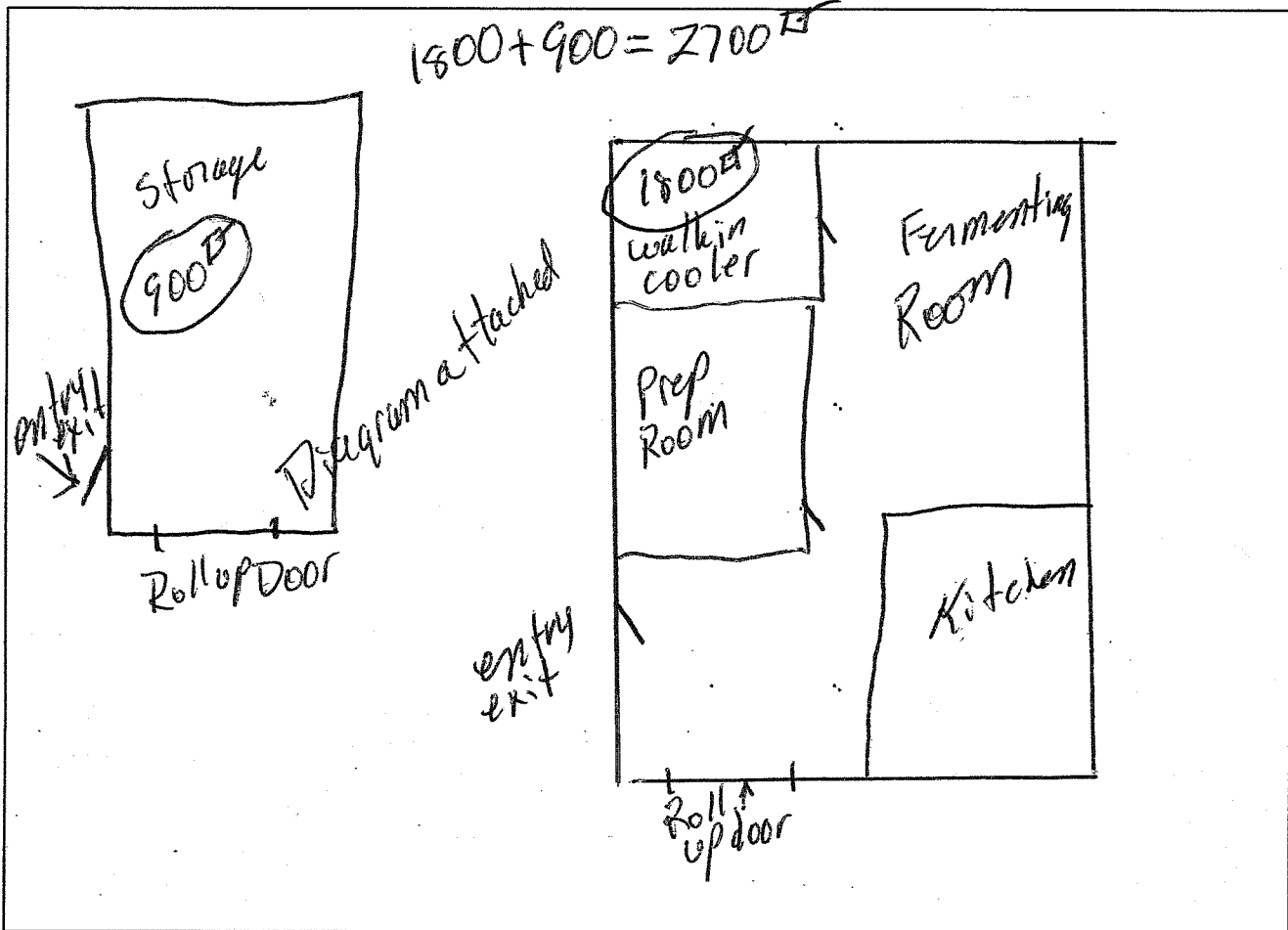
As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

RS  
applicants initials

**SECTION 15 Diagram of Premises**

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

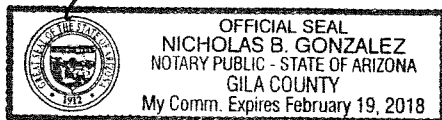


14 MAY 19 11:47. Dept FM12413 MAY 28 11:47. Dept HM10002

**SECTION 16 Signature Block**

I, Ray Stephens Jr., hereby declare that I am the OWNER AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X Ray Stephens Jr.  
(signature of applicant listed in Section 4, Question 1)




State of Arizona County of Gila

The foregoing instrument was acknowledged before me this

15<sup>th</sup> of May, 2014  
Day Month Year

Nicholas B. Gonzalez  
signature of NOTARY PUBLIC

My commission expires on: 19/2/2018  
Day Month Year

Trident Winery Property Layout  no interior walls



Google earth

feet  
meters

14 MAY 28 1:17 PM EDT PM1002

14 MAY 19 1:17 PM EDT PM1245

200



## INTEROFFICE MEMORANDUM

**DATE:** June 6, 2014

**TO:** Scott Buzan, Chief Building Official

**FROM:** Marian Sheppard, Clerk of the Board

**SUBJECT:** Liquor License Application

Please be advised that the following Liquor License Application was filed with the Arizona Department of Liquor Licenses and Control (Department) on June 4, 2014. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Department **within sixty days of the filing date.**

Applicant:	Ray Stephens, Jr.
No. /Type:	13043003 Series 13 Domestic Farm License
Business Name:	Trident Winery
Location:	3465 Harps Way, Pine, AZ 85544
Current License Owner:	N/A
Location of License:	N/A

Please indicate (below) whether this application meets zoning and building clearances and return to Marian Sheppard as soon as possible.

\*\*\*\*\*

This applicant does meet ~~does not meet~~ the County's Building Code clearance requirements for this establishment.

Signed: \_\_\_\_\_

Comments: NO OPEN PERMITS OR CODE

VIOLATIONS





## INTEROFFICE MEMORANDUM

**DATE:** June 6, 2014

**TO:** Michael O'Driscoll  
Health and Emergency Services Division Director

**FROM:** Marian Sheppard, Clerk of the Board

**SUBJECT:** Liquor License Application

---

Please be advised that the following Liquor License Application was filed with the Arizona Department of Liquor Licenses and Control (Department) on June 4, 2014. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Department **within sixty days of the filing date.**

**Applicant:** Ray Stephens, Jr.  
**No. /Type:** 13043003 Series 13 Domestic Farm License  
**Business Name:** Trident Winery  
**Location:** 3465 Harps Way, Pine, AZ 85544  
**Current License Owner:** N/A  
**Location of License:** N/A

Please indicate (below) if there are permitting issues or concerns within your department that are related to this business and return to Marian Sheppard as soon as possible.

☒ No pending issues.  
Issues pending, as follows:

---

Signed: \_\_\_\_\_ 7/1/14





## INTEROFFICE MEMORANDUM

**DATE:** June 6, 2014  
**TO:** Amber Warden, Executive Administrative Assistant  
**FROM:** Marian Sheppard, Clerk of the Board  
**SUBJECT:** Liquor License Application

---

Please be advised that the following Liquor License Application was filed with the Arizona Department of Liquor Licenses and Control (Department) on June 4, 2014. In accordance with A.R.S. §4-201, the Board of Supervisors is required to accept, deny, or return a "no recommendation" decision regarding this application to the Department **within sixty days of the filing date.**

I've attached a copy of the Application for Liquor License, Notice, and Affidavit of Posting pertaining to the following:

Applicant:	Ray Stephens, Jr.
No. /Type:	13043003 Series 13 Domestic Farm License
Business Name:	Trident Winery
Location:	3465 Harps Way, Pine, AZ 85544
Current License Owner:	N/A
Location of License:	N/A

Please post the Notice and Application for Liquor License **INSIDE THE ESTABLISHMENT FACING OUT TOWARD THE PUBLIC** for a period of 20 days. If access to the establishment cannot be obtained, the Notice and Application must be posted in a conspicuous place on the front of the premises where the business is proposed to be conducted. It is important to note that every attempt should be made to post the Notice and Application inside the establishment to prevent the paperwork from being blown away or being removed by an unauthorized person.

**POST THE APPLICATION DIRECTLY UNDER THE NOTICE.**

June 6, 2014  
Gila County Sheriff's Office  
Page Two

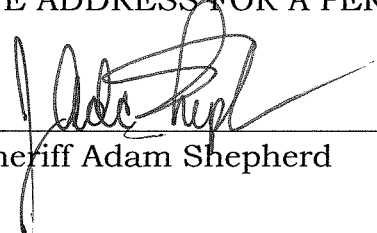
Please direct the deputy to immediately notify Amber Warden at the Globe Sheriff's Office of the posting date. Amber can be reached at (928) 425-3231 ext. 8584.

After the 20-day period has ended, I would appreciate the Notice being taken down as quickly as possible. (Note: The Notice must be taken down on the 21<sup>st</sup> day or after, not the 20<sup>th</sup> day.) Upon removal of the Notice and Application, the deputy should complete the Affidavit of Posting form and all of the paperwork should be immediately sent to Ms. Warden, who will record the removal date and then forward all paperwork including this letter signed by the Sheriff to the Clerk of the Board.

I can be contacted at (928) 402-8757 if you have questions.

THE APPLICATION FOR LIQUOR LICENSE AND NOTICE WERE POSTED AT THE ABOVE ADDRESS FOR A PERIOD OF TWENTY DAYS AS REQUIRED BY LAW.

Signed: \_\_\_\_\_

  
Sheriff Adam Shepherd

## ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL

800 W Washington 5th Floor  
 Phoenix AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

LL-14-05

## AFFIDAVIT OF POSTING

Date of Posting: 6/11/14 1730 Date of Posting Removal: ~~7-1-14~~ 6.0.  
7-2-14

Applicant Name: Stephens, Jr. Ray  
 Last First Middle

Business Address: 3465 Harps Way Pine 85544  
 Street City Zip

License #: 13043003

I hereby certify that pursuant to A.R.S. § 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Gilbert Olivarez

Print Name of City/County Official

Deputy

Title

926 201 1550

Telephone #

Gilbert Olivarez

Signature

7-1-14

Date Signed

Return this affidavit with your recommendation (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.

If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring special accommodations please call (602) 542-9027

**ARF-2602**

**Regular Agenda Item 3. A.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

Submitted For: Jeffrey  
Hessenius,  
Finance  
Director

Submitted By:  
Dana Sgroi, Contracts Support  
Specialist, Finance Division

Department: Finance Division

Fiscal Year: FY 2014-2018 Budgeted?: Yes

Contract Dates 7-1-2014 to Grant?: No

Begin & End: 6-30-2018

Matching No Fund?: Renewal

Requirement?:

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Information

Request/Subject

Software Maintenance Agreement with New World Systems Corporation

Background Information

January 17, 2006, Gila County contracted with New World Systems Corporation to provide the County with a software accounting system. Per the agreement, new or updated modules may be added to the current County licensed new world application packages.

On May 17, 2011, the Board of Supervisors approved a Standard Software Maintenance Agreement for the New World software accounting system. The term of that agreement was July 1, 2011, to June 30, 2014.

Evaluation

The current Software Maintenance Agreement between Gila County and New World Systems Corporation for the accounting software utilized by Gila County will expire on June 30, 2014. The Software Maintenance Agreement with New World provides for customer service support, software updates and any software enhancements to our current packages.

Conclusion

This agreement will benefit the County by providing an up-to-date accounting system and will enhance financial accountability and reporting.

Recommendation

The Finance Director recommends that the Board of Supervisors approve the Software Maintenance Agreement between New World Systems Corporation for modules within the licensed new world application packages.

Suggested Motion

Information/Discussion/Action to approve a Standard Software Maintenance Agreement between Gila County and New World Systems Corporation in the amount of \$422,810 plus sales tax for a four-year term from July 1, 2014, to June 30, 2018, to provide continued maintenance on the County licensed New World application packages. **(Jeff Hessenius)**

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Attachments

New World Standard Software Maintenance Agreement for 2014 to 2018

Standard Software Maintenance Agreement for 7-1-11 to 6-30-14

Legal Explanation

**NEW WORLD SYSTEMS CORPORATION**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT**

This Standard Software Maintenance Agreement (SSMA) between **New World** Systems Corporation (New World) and **Gila County, AZ (Customer)** sets forth the standard software maintenance support services provided by **New World**. This agreement is subject to A.R.S § 38-511.

**1. Service Period**

This SSMA shall remain in effect for a period of four (4) years from (start date) 7/1/14 to (end date) 6/30/18.

**2. Services Include**

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

**3. Maintenance for Modified Licensed Standard Software and Custom Software**

**Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain.** If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

**4. Billing**

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

**5. Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

## **6. Requests for Software Correction on Licensed Standard Software**

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

## **7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server**

**New World** agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

<u>Application Package</u>	<u>Number of Modules</u>
1. <b>Logos®</b> Financial Management Suite	15
2. <b>Logos®</b> Payroll & Human Resources Suite	9
3. <b>Logos®</b> Decision Support Software	3
4. <b>Logos®</b> eSuite	2

**ANNUAL  
MAINTENANCE COST: See Below**

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
7/1/2014 to 6/30/2015	\$100,550	6/15/2014
7/1/2015 to 6/30/2016	\$103,570	6/15/2015
7/1/2016 to 6/30/2017	\$106,680	6/15/2016
7/1/2017 to 6/30/2018	\$112,010	6/15/2017

**Note:** Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

**ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.**

**8. Legal Arizona Works Act Compliance**

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

**9. Non-funding Provision**

In the event **Customer** does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the **Customer** shall have given **New World** written notice ninety (90) days prior to the anniversary date on which they are exercising the non-funding provision, and further provided that any other payments due to **New World** are fully paid, and further provided that **New World's** obligations and services under this SSMA shall also be terminated. Without **Customer's** fulfillment of the above provisions, **Customer's** obligation to pay **New World** the annual SSMA payments remains in effect through the expiration date of this SSMA Agreement.

**10. Terms and Conditions**

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Gila County Board of Supervisors

Name: \_\_\_\_\_

Title: Chairman, Board of Supervisors

Date: \_\_\_\_\_

ACCEPTED BY:

New World Systems Corporation

Name: 

Title: President

Date: 06-23-14

ATTEST:

Name: \_\_\_\_\_

Title: Clerk of the Board

APPROVED AS TO FORM:

Name: \_\_\_\_\_

Title: Deputy Attorney Principal

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.



# **Gila County, AZ (Logos)**

Licensed Application Software

At March, 2014

## **1. Logos® Financial Management Suite**

- Financial Management Base Suite .NET
  - General Ledger
  - Budget Management
  - Annual Budget Preparation
  - Accounts Payable
  - Revenue/Cash Receipting
- Purchasing Base .NET
- Add'l FM Standard Users .NET
- Project Accounting .NET
- Requisition Processing .NET
- 3rd Party Receivables Interface (Batch) .NET
- Government (GASB) Reporting .NET
- Grant Management .NET
- Asset Management .NET
- Misc. Billing & Receivables .NET
- Bank Reconciliation .NET

## **2. Logos® Payroll & Human Resources Suite**

- Human Resources Mgt. Base Suite .NET
  - Base
  - Payroll Processing
  - Personnel Management
  - Position Control
- Applicant Tracking .NET
- Add'l HR Standard Users .NET
- Position Control .NET
- Position Budgeting .NET
- Employee Event Tracking .Net

## **3. Logos® Decision Support Software**

- Finance Analytics .NET
- HR/Payroll Analytics .NET
- Decision Support Base Datamart

## **4. Logos® eSuite**

- eSuite Base
- eEmployee

When recorded deliver to:

**Marian Sheppard, Chief Deputy Clerk  
Gila County Board of Supervisors  
(5/17/11 #5G)**



---

## **CAPTION HEADING:**

**Standard Software Maintenance Agreement for 7/1/11 to 6/30/14  
Between  
Gila County  
and  
New World Systems Corporation**

**DO NOT REMOVE**

**This is part of the official document**

**NEW WORLD SYSTEMS CORPORATION**  
**STANDARD SOFTWARE MAINTENANCE AGREEMENT**

This Standard Software Maintenance Agreement (SSMA) between **New World Systems Corporation** (New World) and **Gila County, AZ** (**Customer**) sets forth the standard software maintenance support services provided by **New World**.

**1. Service Period**

This SSMA shall remain in effect for a period of three (3) years from (start date) 7/1/11 to (end date) 6/30/14.

**2. Services Include**

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by **New World**).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to **Customer** by electronic means.

Additional support services are available as requested by **Customer** using the then-current hourly rates or applicable fees.

**3. Maintenance for Modified Licensed Standard Software and Custom Software**

**Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain.** If **New World** agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at **Customer's** request, then the additional **New World** maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

**4. Billing**

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the **Customer** and will be remitted to **New World** upon being invoiced.

**5. Additions of Software to Maintenance Agreement**

Additional Licensed Standard Software licensed from **New World** will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to **Customer** on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

#### 6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if **Customer** believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, **Customer** must notify **New World** in writing that there is a claimed defect and specify which feature and/or report **Customer** believes to be defective. Before any notice is sent to **New World**, it must be reviewed and approved by the **Customer** Liaison. Documented examples of the claimed defect must accompany each notice. **New World** will review the documented notice and when a feature or report does not conform to the published specifications, **New World** will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than **New World** personnel;
- (b) situations where **Customer's** use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

#### 7. Maintenance Costs for Licensed Standard Software Packages Covered for .NET Server

**New World** agrees to provide software maintenance at the costs listed below for the following **New World** Standard Software packages licensed by the **Customer**:

<u>Application Package</u>	<u>Number of Modules</u>
1. <b>Logos</b> ® Financial Management Suite	11
2. <b>Logos</b> ® Payroll & Human Resources Suite	6
3. <b>Logos</b> ® Business Analytics	2
4. <b>Logos</b> ® eSuite	2

ANNUAL  
MAINTENANCE COST: See Below

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
7/1/2011 to 6/30/2012	\$83,694	6/15/2011
7/1/2012 to 6/30/2013	\$90,390	6/15/2012
7/1/2013 to 6/30/2014	\$97,620	6/15/2013

**Note:** Unless extended by **New World**, the above costs are available for 90 days after submission of the costs to **Customer**. After 90 days, **New World** may change the costs.

**ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.**

#### 8. Anti-Terrorism Warranty

Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

**9. Non-funding Provision**

In the event **Customer** does not appropriate funds to complete payments due under this SSMA, the amount due for the fiscal year not appropriated shall be terminated; provided, however, the **Customer** shall have given **New World** written notice ninety (90) days prior to the anniversary date on which they are exercising the non-funding provision, and further provided that any other payments due to **New World** are fully paid, and further provided that **New World's** obligations and services under this SSMA shall also be terminated. Without **Customer's** fulfillment of the above provisions, **Customer's** obligation to pay **New World** the annual SSMA payments remains in effect through the expiration date of this SSMA Agreement.

**10. Legal Arizona Works Act Compliance**

Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

**11. Terms and Conditions**

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Gila County Board of Supervisors

Name: Michael A. Fauter

Title: Chairman, Board of Supervisors

Date: 5/17/11

ACCEPTED BY:

New World Systems Corporation

Name: Samy D. Clewett

Title: President

Date: 04-27-11

ATTEST:

Name: Marilyn Deever

Title: ~~Chief~~ Deputy Clerk of the Board

APPROVED AS TO FORM:

Name: Theresa M. Hamilton

Title: Chief Deputy County Attorney

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

# **Gila County, AZ (Logos)**

Licensed Application Software

At February, 2011

1. **Logos® Financial Management Base Suite .NET**
  - Financial Management Base Suite .NET
  - Purchasing Base.NET
  - Add'l FM Standard Users.NET
  - Project Accounting .NET
  - Requisition Processing.NET
  - 3rd Party Receivables Interface (Batch) .NET
  - Government (GASB) Reporting .NET
  - Grant Management .NET
  - Asset Management .NET
  - Misc. Billing & Receivables .NET
  - Bank Reconciliation NET
2. **Logos® Human Resources Mgt. Base Suite .NET**
  - Human Resources Mgt. Base Suite .NET
  - Applicant Tracking .NET
  - Add'l HR Standard Users.NET
  - Position Control .NET
  - Position Budgeting .NET
  - Employee Event Tracking .Net
3. **Logos® Business Analytics - Financial Mgt .NET**
  - Business Analytics - Financial Mgt .NET
  - Business Analytics - HR.NET
4. **Logos® eSuite Base**
  - eSuite Base
  - eEmployee



## *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-2640**

**Regular Agenda Item 3. B.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

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

Department: School Superintendent's Office

Fiscal Year: FY2014-15      Budgeted?: No

Contract Dates FY2015 -      Grant?: No

Begin & End: FY2019

Matching No      Fund?: New  
Requirement?:

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Information

Request/Subject

Intergovernmental Agreement among the Pima County School Superintendent, the Maricopa County School Superintendent, the Yavapai County School Superintendent, the Gila County School Superintendent and the Navajo County School Superintendent.

Background Information

Arizona was awarded \$25 million through the U.S. Department of Education's "Race to the Top" (RTTT) Phase 3 grant program in 2011 to advance Arizona's education reform efforts. Targeted elements of the grant included activities in four areas: 1) Standards and Assessments; 2) Data Systems; 3) Developing "Great Teachers and Leaders"; and 4) Support for Low-Achieving Schools. The Arizona Department of Education (ADE), the Governor's Office of Education Innovation and Arizona's County School Superintendents were named as the major partners and collaborators to develop and implement the RTTT grant activities.

The creation of five Regional Education Service Centers was central to the development and implementation of RTTT grant activities and delivery of services, including professional development and technical support to local schools, districts and educators. The fifteen County School Superintendents collaboratively agreed to the configuration of five Regional Education Service Centers in early 2012.

The Gila County School Superintendent's Office is part of the East Central Regional Service Center (ECRSC), in partnership with the offices of the School Superintendents of Pinal, Graham and Greenlee Counties. The Gila County School Superintendent's Office is the fiscal agent for the ECRSC. While the majority of funding for the Regional Service Centers has come from the RTTT grant, other resources have been made available through the Governor's Office of Education Innovation; some activities and services provided on behalf of the ECRSC through the Education Service Agencies of the four counties are paid for with RTTT allocations made directly to local school districts.

The collaborative efforts of the Regional Education Service Centers has led to discussion of ways to leverage and sustain the regional partnerships and provide expanded services and support for schools, districts, educators and students on a state-wide basis. The establishment of the Arizona Education and Technology Consortium (Consortium) is an outgrowth of those conversations. Initial funding for the Consortium will come from a \$29,000 allocation of RTTT funds from each of the five regional service centers. It is intended that the Consortium and its activities will be subsequently sustained through fees for services, grants and other funding sources.

The purpose of the IGA is to establish the Arizona Education and Technology Consortium for the purpose of establishing, managing and operating an interactive television system for the purpose of providing instructional services to students, professional development services to education professionals, and to assign the Pima County School Superintendent as the Fiscal Agent for the Consortium.

### Evaluation

The Intergovernmental Agreement (IGA) among the Pima County School Superintendent, the Maricopa County School Superintendent, the Yavapai County School Superintendent, the Gila County School Superintendent and the Navajo County School Superintendent will establish the Arizona Education and Technology Consortium for the purpose of establishing, managing, and operating an interactive television system for the purpose of providing instructional services to students, professional development services to education professionals, and to assign a Fiscal Agent for the Consortium. The IGA is to become effective on the date of final signature and terminate on June 30, 2019. Modifications to or extension of the contract termination date shall be by formal written amendment of all parties. The IGA was drafted by the Pima County Attorney's Office with input from the County School Superintendents.

### Conclusion

The approval of the Intergovernmental Agreement among the Pima County School Superintendent, the Maricopa County School Superintendent, the Yavapai County School Superintendent, the Gila County School Superintendent, and the Navajo County School Superintendent will authorize the establishment of the Arizona Education and Technology Consortium for the purpose of establishing, managing, and operating an interactive television system for the purpose of providing instructional services to students, professional development services to education professionals, and to assign the Pima County School Superintendent as the Fiscal Agent for the Consortium.

### Recommendation

The Gila County School Superintendent recommends that the Gila County Board of Supervisors approve the Intergovernmental Agreement among the Pima County School Superintendent, the Maricopa County School Superintendent, the Yavapai County School Superintendent, the Gila County School Superintendent, and the Navajo County School Superintendent to establish the Arizona Education and Technology Consortium for the purpose of establishing, managing, and operating an interactive television system for the purpose of providing instructional services to students, professional development services to education professionals, and to assign the Pima County School Superintendent as the Fiscal Agent for the Consortium.

#### Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement among the Pima County School Superintendent, the Maricopa County School Superintendent, the Yavapai County School Superintendent, the Gila County School Superintendent and the Navajo County School Superintendent to establish the Arizona Education and Technology Consortium for the purpose of establishing, managing, and operating an interactive television system for the purpose of providing instructional services to students, professional development services to education professionals, and to assign a Fiscal Agent for the Consortium, to become effective on the date of final signature and terminate on June 30, 2019. **(Linda O'Dell)**

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#### Attachments

Gila County IGA ITV Final 062014

Legal Explanation

**INTERGOVERNMENTAL AGREEMENT AMONG  
THE PIMA COUNTY SCHOOL SUPERINTENDENT,  
THE MARICOPA COUNTY SCHOOL SUPERINTENDENT,  
THE YAVAPAI COUNTY SCHOOL SUPERINTENDENT,  
THE GILA COUNTY SCHOOL SUPERINTENDENT AND  
THE NAVAJO COUNTY SCHOOL SUPERINTENDENT.**

This is an Intergovernmental Agreement, hereinafter referred to as "IGA" entered into by and among Pima County, on behalf of the Pima County School Superintendent, Maricopa County, on behalf of the Maricopa County School Superintendent, Yavapai County, on behalf of the Yavapai County School Superintendent, Gila County, on behalf of the Gila County School Superintendent, and Navajo County, on behalf of the Navajo County School Superintendent.

**1. Recitals**

The purpose of this IGA is to establish the Arizona Education and Technology Consortium ("Consortium") for the purpose of establishing, managing, and operating an interactive television system for the purpose of providing instructional services to students, professional development services to education professionals, and to assign a Fiscal Agent for the Consortium.

**2. Authority**

The counties and county school superintendents have the authority to enter into this agreement pursuant to A.R.S. §§ 11-952 and 15-302(C).

**3. Regions Defined**

A. For purposes of this IGA, the State of Arizona is divided into five (5) Regions defined as:

- i. East Central Regional Service Center (ECRSC) shall include Graham County, Greenlee County, Gila County, and Pinal County; and
- ii. Maricopa County Education Service Agency (MCESA) shall include Maricopa County;
- iii. Northeastern Arizona Regional Service (NEAZRC) shall include Apache County, Coconino County, and Navajo County;
- iv. Southern Arizona Regional Education Center (SAREC) shall include Cochise County, Pima County, and Santa Cruz County;
- v. West Central Regional Service Center (WCRSC) shall include La Paz County, Mohave County, Yavapai County, and Yuma County.

B. The Lead County School Superintendent for each Region is:

- i. For ECRSC, the lead shall be Gila County
- ii. For MCESA, the lead shall be Maricopa County.

- iii. For NEAZRC, the lead shall be Navajo County.
- iv. For SAREC, the lead shall be Pima County
- v. For WCRSC, the lead shall be Yavapai County

**4. Board of Directors**

- A. A 15-member Board of Directors ("Board") shall consist of three (3) representatives from each of the five Regions.
- B. Representatives from each Region shall be designated by the Lead County School Superintendent for that Region.
- C. Each Lead County School Superintendent shall confer with the other member counties in their Region in appointing or removing representatives to the Board. The representatives shall serve at the pleasure of the Lead County School Superintendent who appointed them.
- D. The Board shall:
  - i. Recommend an Executive Director, employees, agents, or other persons necessary to carry out the purposes of the Consortium, and salaries and fringe benefits of employees
  - ii. Approve a fee schedule for services provided
  - iii. Establish bylaws for the operation of the Consortium consistent with this IGA.

**5. Designation of a Fiscal Agent**

The five Lead County School Superintendents shall designate a county school superintendent as the Fiscal Agent for the operations of the Consortium. The Fiscal Agent shall:

- A. Follow the requirements of the Uniform System of Financial Records (USFR), described in A.R.S. § 15-271, for all necessary revenue and expenditure accounting and reporting.
- B. Hold, manage, and maintain funds, property purchased, leased or loaned to the Consortium.
- C. Establish the necessary funds to account for the deposit of all funds for the operation and administration of the Consortium.
- D. Prepare reports of all financial activity of the Consortium, at least on a monthly basis and at the request of the Board.
- E. Contract for services to be provided by vendors for the operations and administration of the Consortium.
- F. Distribute one-fifth of net proceeds to each Regional Center.
- G. Manage the implementation of an annual budget that is determined by the Consortium.
- H. Conduct all audits required by the Fiscal Agent, at the request of the Board, or as required by law.
- I. Ensure all records for the operation and administration of the Consortium are properly retained in accordance with applicable law.

- J. Acquire by lease, purchase, construction, donation, or otherwise any property necessary for the purposes of the Consortium and transfer and dispose of such property as authorized by law.
- K. Maintain a comprehensive inventory of all capital equipment and assets purchased on behalf of the Consortium.
- L. Perform all duties that are required by the Fiscal Agent's County policies and procedures that ensure proper financial management of the Consortium.
- M. Perform all necessary functions to employ the necessary personnel for the operations and administration of the Consortium.
- N. Cooperate in the conduct of audits required by a political subdivision who is a party to this IGA, an agency of the State of Arizona, an agency of the Federal government, and the Board.

**6. Initial Funding**

Each Lead County School Superintendent will, within thirty (30) days after this IGA is fully executed, pay to the Fiscal Agent \$29,000. These funds will be deposited in a special fund and used by the Fiscal Agent only for expenses related to operation of the Consortium, including quarterly reimbursement of Fiscal Agent for overhead costs reasonably allocated by the Fiscal Agent to performance of work for the Consortium, such as salaries and benefits and facilities costs.

**7. Disposition of Net Proceeds**

The Fiscal Agent will, no earlier than August 29<sup>th</sup> and no later than September 30<sup>th</sup> of each year, provide to the Board, and to the county school superintendent of each participating county, a report showing the Consortium's revenues and expenses for the previous fiscal year, reasonably summarized by category. There shall be no distribution of net proceeds during the first year of the Consortium. Beginning in the fiscal year ending June 30, 2016, if the Consortium's revenues exceeded its expenses for that year, the Fiscal Agent will, at the same time and upon direction of the Board, distribute 20% of any excess fund balance to each Lead County School Superintendent. An "excess fund balance," for purposes of this IGA, means the amount by which the Consortium's available funds, at the time of distribution, exceed an amount that the Board, in consultation with the Fiscal Agent, has determined is a reasonable starting fund balance for the next fiscal year, up to but not in excess of 25% of the previous year's net revenues. This distribution of net proceeds shall take place under the following conditions:

- A. The annual financial report shall account for all revenues received and deposited, and all expenditures posted by the Fiscal Agent, for the previous fiscal year, by August 29<sup>th</sup>.
- B. Any revenues or expenditures posted after August 29<sup>th</sup> shall not be included in the available balance of net proceeds eligible for distribution until the succeeding fiscal year.

- C. No distribution shall be made earlier than August 29.
- D. Each Lead County School Superintendent will retain any and all distributions until the initial contribution made pursuant to Section 6 above has been fully reimbursed. Thereafter, each Lead County School Superintendent will divide any distributions among the counties in that Region as those counties have agreed.

**8. Term, Renewal, Extensions**

- A. This IGA shall become effective on the date of final signature, and shall terminate on June 30, 2019.
- B. Any modification, or extension of the contract termination date, shall be by formal written amendment executed by parties hereto.
- C. Amendments to this IGA must be approved by the parties hereto before any work or deliverables commences under the Amendment.

**9. Withdrawals and Termination**

- A. Any party to this IGA may withdraw for any reason without further obligation except those obligations incurred prior to the effective date of the withdrawal. A written notice of withdrawal shall be provided to the Fiscal Agent at least thirty (30) days in advance. If necessary, the Board shall determine a pro-rata basis of distribution of net proceeds.
- B. The Board reserves the right to terminate this IGA at any time and without cause by serving upon each party a thirty (30) day advanced written notice of such intent to terminate. In the event of such termination, the Fiscal Agent's only obligation to Consortium shall be for payment of obligations incurred prior to the date of termination, the distribution of net proceeds to each county school superintendent, and any initial investment.

**10. Disposition of Property**

Upon termination of this IGA, the Fiscal Agent may dispose of any property held by the Fiscal Agent on behalf of the Consortium in any manner authorized by law. The net proceeds of this disposal, together with any fund balance remaining after payment of all outstanding obligations incurred by Fiscal Agent on behalf of the Consortium, will be divided equally and distributed by Fiscal Agent to the various Lead County School Superintendents. Any disposal of property shall comply with property control policies of the Fiscal Agent and applicable federal and state laws, regulations, and policies.

**11. Non-Assignment**

No party to this IGA shall assign its right to this IGA, in whole or in part, without prior written approval of the remaining parties. Approval may be withheld at the sole discretion of the Board of Directors, provided that such approval shall not be unreasonably withheld.

**12. Cancellation**

This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provision of which is incorporated into this IGA by reference.

**13. Entire Agreement**

This document constitutes the entire agreement between the parties to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA may be modified, amended, altered, or extended only by a written amendment signed by the parties.

**14. Severability**

Each provision of this IGA stands alone, and any provision of this IGA found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this IGA.

**15. Governing Law**

The laws and regulations of the State of Arizona shall govern the rights, performance and disputes of and between the parties. Any action relating to this IGA shall be brought in a court of the State of Arizona in the county of the Fiscal Agent. Any changes in the governing laws, rules, and regulations during an agreement shall apply, but do not require an amendment/revisions.

**16. Non-Discrimination**

Each party agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 **including flow down of all provisions and requirements to any subcontractors**. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website [http://www.azgovernor.gov/dms/upload/EO\\_2009\\_09.pdf](http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf) which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, each party shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**17. Authority to Contract**

Each party warrants its right and power to enter into this IGA. If any court or administrative agency determines that any party does not have authority to enter into this IGA, the Consortium shall not be liable to party or any third party by reason of such determination or by reason of this IGA.

**18. Remedies**

Either party may pursue any remedies provided by law for the breach of this IGA. No right or remedy is intended to be exclusive of any other right or remedy and each shall be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this IGA.



**19. Legal Arizona Workers Act Compliance**

Each party warrants compliance with all Federal immigration laws and regulations relating to the employees and warrants its compliance with A.R.S. §23-214(A). If this compliance requirement disqualifies any of the parties' key personnel or individuals working at the direction of any of the parties and no acceptable alternative is provided the Board may terminate this IGA.

A breach of warranty regarding compliance under this section shall be deemed a material breach of the IGA that is subject to penalties up to and including termination of the IGA.

The Board of Directors and the Fiscal Agent retain the legal right to audit and inspect the papers of any of the parties' employees or subcontractor's employees who work on the IGA to ensure that the parties' personnel and any person working at the direction of any party is complying with the warrant under this section.

**20. Indemnity**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which results in vicarious/derivative liability to the Indemnitee are caused by act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

**21. Worker's Compensation**

Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

**22. No Third Party Beneficiaries**

Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of any party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

**23. Notices**

All official notices required by this IGA shall be mailed or personally delivered to the respective parties at the following addresses:

**FOR GILA COUNTY**

Dr. Linda O'Dell  
Gila County School Superintendent  
1400 E. Ash St  
Globe, AZ 85501

**FOR MARICOPA COUNTY**

Dr. Don Covey  
Maricopa County School Superintendent  
4041 N. Central Ave., Suite 1200  
Phoenix, AZ 85012

**FOR NAVAJO COUNTY**

Dr. Linda Morrow  
Navajo County School Superintendent  
PO Box 668  
Holbrook, AZ 86025

**FOR PIMA COUNTY**

Dr. Linda Arzoumanian  
Pima County School Superintendent  
200 N. Stone Ave.  
Tucson, AZ 85701

**FOR YAVAPAI COUNTY**

Mr. Tim Carter  
Yavapai County School Superintendent  
2970 Centerpointe East Dr.  
Prescott, AZ 86301

**24. Fingerprinting**

The parties shall comply with all fingerprinting requirements pursuant to A.R.S. §§ 15-512 and 15-534, as applicable, unless otherwise exempted.

**25. Counterparts**

This IGA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

In Witness Whereof, the parties hereby have executed this IGA by signing below.

**GILA COUNTY:**

\_\_\_\_\_  
CHAIR, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTEST:**

\_\_\_\_\_  
CLERK, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**APPROVED AS TO CONTENT:**

*Linda L. O'Dell*  
COUNTY SCHOOL SUPERINTENDENT

6-27-2014  
DATE

The foregoing IGA has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who has determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the IGA represented by the undersigned.

\_\_\_\_\_  
DEPUTY ATTORNEY PRINCIPAL

\_\_\_\_\_  
DATE



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

**ARF-2639**

**Regular Agenda Item 3. C.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

**Submitted For:** Don McDaniel Jr., County Manager  
**Submitted By:** Sarayl Shunkamolah, Management Associate, County Manager

**Department:** County Manager

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Information

Request/Subject

Gila County 1/2 Cent Transportation Excise Tax General Election Resolution No. 14-07-02

Background Information

On October 29, 2013, the Board of Supervisors agreed to appoint a Citizens Committee to explore the advisability of holding an election in November 2014 to get voter approval to continue the 1/2 Cent Transportation Excise Tax for an additional 20 years.

On January 7, 2014, a 16 member Citizens Committee was established by the Board of Supervisors. The Committee met twice and after receiving a considerable amount of information from County staff regarding the positive impact the tax has had for the last twenty years and transportation needs in the future, they unanimously agreed to call for a continuation of the tax.

On March 4, 2014, the Board of Supervisors voted to: 1) receive the Transportation Excise Tax Continuation Citizens Committee recommendation to adopt a resolution calling for a November 4, 2014, election providing funding to be used solely for highway and street purposes; 2) thank and acknowledge the following sixteen Committee members with a certificate of appreciation: Gary Andress, Don Ascoli, Robert Bleyl, Ed Carpenter, Darryl Dalley, Rex Hinshaw, Mitch Malkovich, Ronnie McDaniel, Joe Miller, Dixie Mundy, Mickie Nye, Melvin Palmer, Marie Petroff, Cliff Potts, Rick Powers and Joe Sanchez; and, 3) officially disband the Committee.

Since the Board accepted the Committee's recommendation in March, staff has been working with consultants to develop a brochure of pertinent facts and plans and to provide information to the public through community meetings and presentations to various civic and community organizations.

On June 24, 2014, the Board of Supervisors adopted Resolution No. 14-06-09, a resolution providing funding to be used for highway and street purposes including costs of right of way acquisitions and expenses related thereto and construction, reconstruction, maintenance, repair and roadside development of county, city and town roads, streets and bridges and payment of principal and interest on highway and street bonds, and for regional transportation projects that are included in the regional transportation plan of the County prepared by the County, any city, town or regional planning agency; and levying a transportation excise tax to provide funds for said

purposes.

### Evaluation

Resolution No. 14-07-02 is a resolution establishing the November 4, 2014, General Election for the continuation of the Gila County 1/2 Cent Transportation Excise Tax. The resolution is recommended pursuant to applicable sections of A.R.S 42-6107, that a majority of qualified voters voting at a general election shall approve a transportation excise tax in a county with a population of four hundred thousand or fewer persons.

### Conclusion

The Citizens Committee thoroughly reviewed uses to which this tax has been put in the past 20 years and studied the future needs as set forth in the transportation plans of the County and major population centers in the County and recommended that the Board call for an election to continue the tax.

The tax revenue would be collected by the State Department of Revenue and distributed to Gila County for use within the unincorporated areas of the County and to the incorporated cities and towns for use within their jurisdictions. The calculation of the amounts to be distributed shall be made on the basis that the population of each jurisdiction (Gila County, cities, towns) bears to the total population of the County.

Each respective jurisdiction shall receive a minimum of 0.85% of the total amount to be distributed. In addition, after the distribution of the minimum to each jurisdiction, the remaining amount shall be distributed to each jurisdiction in the amount to be determined by multiplying the total tax revenues remaining after the minimum distribution, by a fraction, the numerator being the population of each respective jurisdiction and denominator being the total population of Gila County including the cities and towns in the County.

This call for an election by the Board of Supervisors is a necessary step in providing the voters the opportunity to vote to continue the 1/2 cent transportation excise tax in Gila County and to share the revenue with the city and towns in the County.

### Recommendation

Staff recommends that the Board of Supervisors adopt Resolution No. 14-07-02 establishing the November 4, 2014, General Election for the continuation of the Gila County 1/2 Cent Transportation Excise Tax.

### Suggested Motion

Information/Discussion/Action to adopt Resolution No. 14-07-02 establishing the November 4, 2014, General Election for the voters to decide whether or not to continue the Gila County 1/2 Cent Transportation Excise Tax and to share the revenue with the city and towns in the County. **(Don McDaniel)**

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### Attachments

Resolution No. 14-07-02







**RESOLUTION NO. 14-07-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, ESTABLISHING THE NOVEMBER 4, 2014, GENERAL ELECTION FOR THE CONTINUATION OF THE GILA COUNTY ½ CENT TRANSPORTATION EXCISE TAX**

**WHEREAS**, A.R.S. 42-6107 provides that a majority of qualified voters voting at a General Election shall approve a transportation excise tax in a county with a population of four hundred thousand or fewer persons; and,

**WHEREAS**, the Gila County Board of Supervisors has on June 24, 2014, passed, adopted and approved Resolution No. 14-06-09 which is a resolution to provide funding for highway and street purposes including costs of rights of way acquisitions and expenses related thereto and construction, reconstruction, maintenance, repair and roadside development of county, city and town roads, streets and bridges and payment of principal and interest on highway and street bonds, and for regional transportation projects that are included in the regional transportation plan of the County prepared by the County, any city, town or regional planning agency, and levying a transportation excise tax to provide moneys for said purposes (2014 Gila County ½ Cent Transportation Excise Tax Resolution).

**NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA** does hereby establish the November 4, 2014, General Election for the purpose of referring the proposed 2014 Gila County ½ Cent Transportation Excise Tax to the qualified voters of Gila County.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of July 2014, at Globe, Gila County, Arizona.

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board

\_\_\_\_\_  
Michael A. Pastor, Chairman

Approved as to form:

\_\_\_\_\_  
Bryan Chambers  
Deputy Attorney Principal

**ARF-2645**

**Regular Agenda Item 3. D.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

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

Department: Clerk of the Board of Supervisors

Fiscal Year: 2014 Budgeted?: No

Contract Dates N/A Grant?: No

Begin & End:

Matching No Fund?: Renewal

Requirement?:

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Information

Request/Subject

Acquisition of the NAPA Auto Parts Property at 110 W. Main Street in Payson, AZ.

Background Information

In 2007, Gila County began the process of developing a Long Range Facility Management Plan to accommodate County managerial needs and growth. It was determined in 2007, that the acquisition of future properties would be needed as the County Government expanded to meet the needs of the constituency.

The Board of Supervisors discussed this issue at its meeting of May 6, 2014, and, at that time, the Board voted to continue the discussion to the Board's June 24th meeting. The June 24th meeting includes an agenda item to adopt the County's Tentative Fiscal Year 2014-2015 Budget, so the Board felt it was appropriate to decide upon this proposed expense during the budget discussions.

Also, at the May 6th meeting the Board requested more information regarding all of the alternatives to address our office space needs for County operations including square footage requirements. Consultant Brevick has developed the inventory and projection of square footage requirements which will be discussed at the July 29, 2014 Board Work Session.

Evaluation

The Long Range Facility Management Plan, conducted in 2007, has recently been updated to review the condition of current existing County facilities in the Globe and Payson areas. While there has not been a drastic rise in population in Gila County in recent years, the business of providing programs and assistance that will benefit and aid the residents of Gila County is an ongoing endeavor. It takes staff and resources to apply for grants, manage resources and implement programs that will assist Gila County citizens. In particular, the facilities in the Payson area are sorely in need of expansion. Parking continues to be an ongoing problem for residents needing to access Gila County buildings. The purchase of the NAPA Auto Parts Building at 110 W. Main Street in Payson, AZ will aid in alleviating some of the space restraints Gila County is currently experiencing in Payson.

In addition, other office and court space needs must be considered on a county-wide basis.

### Conclusion

Purchasing the NAPA Auto Parts Building will enable Gila County to expand the Gila County Payson complex to acquire the land for future expansion of facilities as referenced in the Amended Long Range Facilities Management Plan.

The plan which was presented at the February 25, 2014, Board of Supervisors' Work Session has been amended with the inclusion of building square footage availability and future needs for the entire county. Additional discussion and consideration be given to the overall space needs of the County at the July 29, 2014 Board Work Session.

### Recommendation

Staff recommends that the Board consider purchasing the NAPA Auto Parts property on Main Street in Payson for a cost of not to exceed \$450,500.

### Suggested Motion

Information/Discussion/Action to purchase the NAPA Auto Parts property at 110 W. Main Street in Payson, Arizona, in an amount not to exceed \$450,500 and authorize the Chairman to sign all required documents.

**(Don McDaniel/Steve Stratton)**

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**ARF-2616**

**Consent Agenda Item 4. A.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

Submitted For: Kendall Dee  
Rhyne, Chief  
Probation  
Officer

Submitted By:

Sylvia Hernandez, Probation Officer  
Manager, Superior Court

Department: Superior Court Division: Probation Department

Fiscal Year: 2014-2015 Budgeted?: Yes

Contract Dates 04/01/2011 Grant?: No

Begin & End: to 03/31/2015

Matching No Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Amendment No. 11 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center.

Background Information

The Gila County Juvenile Detention Center has contracted with the Bureau of Indian Affairs for several years. This contract is an excellent source of income for Gila County. The Detention Center provides housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting adjudication, serving sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within the agency's jurisdiction.

Evaluation

Amendment No. 11 to Contract No. A11PC00100 increases the total contract amount by \$8,000, from \$118,400.01 to \$126,400.01.

Conclusion

Amendment No. 11 to Contract No. A11PC00100 increases the total contract amount by \$8,000, from \$118,400.01 to \$126,400.01.

Recommendation

The Gila County Probation Department recommends the approval of Amendment No. 11 to contract No. A11PC00100 with the Bureau of Indian Affairs.

Suggested Motion

Approval of Amendment No. 11 to Contract No. A11PC00100 between the Bureau of Indian Affairs and Gila County, on behalf of the Gila County Juvenile Detention Center, to increase the contract amount by \$8,000, from \$118,400.01 to \$126,400.01.

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Attachments

Amendment No. 11

Amendment No. 10

Amendment No. 9

Amendment No. 8

Amendment No. 7

Amendment No. 6

Amendment No. 5

Amendment No. 4

Amendment No. 3

Amendment No. 2

Amendment No. 1

Contract No. A11PC00100

Legal Explanation

**Amendment No. 0011**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0011		3. EFFECTIVE DATE 05/21/2014		4. REQUISITION/PURCHASE REQ. NO. 0040146847	
5. PROJECT NO. (If applicable)		6. ISSUED BY DOI, BIA WRO Contracting Office 2600 N CENTRAL AVENUE SUITE 400 MAILROOM Phoenix AZ 85001		7. ADMINISTERED BY (If other than Item 6) CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GILA, COUNTY OF Attn: ATTN Government POC 5515 S APACHE AVE STE 100 GLOBE		(x)		9A. AMENDMENT OF SOLICITATION NO.	
CODE 0070849786		FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x		10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100	
				10B. DATED (SEE ITEM 13) 08/30/2012	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
01 Net Increase: \$8,000.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. INCREASE the total amount by \$8,000.00, from \$118,400.01 to \$126,400.01.

Legacy Doc #: A11PC00100

Delivery: 09/30/2014

Payment Terms:

ACCP

Delivery Location Code: 0009062034


BIA WRO JUSTICE SVCES D III

2600 N CENTRAL AVENUE

PHOENIX AZ 85004 US

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Michael A. Pastor, Chairman</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GERALD KNOX	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED		16C. DATE SIGNED 05/21/2014	

**CONTINUATION SHEET**

 REFERENCE NO. OF DOCUMENT BEING CONTINUED  
 A11PC00100/0011

PAGE 2 OF 2

 NAME OF OFFEROR OR CONTRACTOR  
 GILA, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00012	Account Assignment: K G/L Account: 6100.252Z0 Business Area: A000 Commitment Item: 252Z00 Cost Center: AAKL004000 Functional Area: A0J313030.T56300 Fund: 145A2100DD Fund Center: AAKL004000 PR Acct Assign Line: 01 FOB: Destination Period of Performance: 04/01/2011 to 03/31/2015  Increase funding Obligated Amount: \$8,000.00 IT Approval Num: N  POINT OF CONTACT: BERNADETTE SANCHEZ (505) 563-3880				8,000.00



Attest:

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Marian Sheppard, Clerk of the Board

Approved as to form:

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Bryan Chambers,  
Deputy Attorney Principal

**Amendment No. 0010**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

0010

3. EFFECTIVE DATE

01/16/2014

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

A11

7. ADMINISTERED BY (If other than Item 6)

CODE

DOI, BIA WRO  
Contracting Office  
2600 N CENTRAL AVENUE  
SUITE 400 MAILROOM  
Phoenix AZ 85001

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

GILA, COUNTY OF  
Attn: ATTN Government POC  
5515 S APACHE AVE STE 100  
GLOBE

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

x

10A. MODIFICATION OF CONTRACT/ORDER NO.

A11PC00100

10B. DATED (SEE ITEM 13)

08/30/2012

CODE 0070849786

FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

## 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR Clause No. 52.217-09 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return \_\_\_\_\_ 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. EXERCISE the option to extend the contract term from March 31, 2014 to March 31, 2015.

VENDOR CODE: 147259191

Legacy Doc #: A11PC00100

Payment Terms:

ACCP

Period of Performance: 04/01/2011 to 03/31/2015

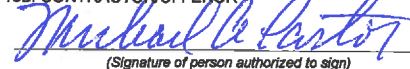
POINT OF CONTACT: BERNADETTE SANCHEZ (505) 563-3880

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Michael A. Pastor, Chairman

15B. CONTRACTOR/OFFEROR



(Signature of person authorized to sign)

15C. DATE SIGNED

3-4-14

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

GERALD KNOX

16B. UNITED STATES OF AMERICA



(Signature of Contracting Officer)

16C. DATE SIGNED

01/16/2014

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

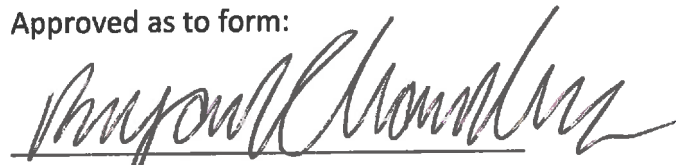
Prescribed by GSA

FAR (48 CFR) 53.243

Attest:

  
Marian Sheppard, Clerk

Approved as to form:

  
Bryan Chambers,  
Deputy Attorney Principal

**Amendment No. 0009**

**to**

**Contract No. A11PC00100**

**between**

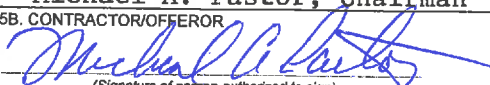

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 2									
2. AMENDMENT/MODIFICATION NO. 0009		3. EFFECTIVE DATE 11/15/2013		4. REQUISITION/PURCHASE REQ. NO. 0040121274									
5. PROJECT NO. (If applicable)		6. ISSUED BY DOI, BIA WRO Contracting Office 2600 N CENTRAL AVENUE SUITE 400 MAILROOM Phoenix AZ 85001		7. ADMINISTERED BY (If other than Item 6)									
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  GILA, COUNTY OF Attn: ATTN Government POC 5515 S APACHE AVE STE 100 GLOBE		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  9C. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100 9D. DATED (SEE ITEM 13) 08/30/2012		10. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$5,000.00									
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS													
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.													
12. ACCOUNTING AND APPROPRIATION DATA (If required) 01													
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.													
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;">CHECK ONE</td> <td>A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.</td> </tr> <tr> <td>X</td> <td>B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).</td> </tr> <tr> <td></td> <td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td> </tr> <tr> <td></td> <td>D. OTHER (Specify type of modification and authority)</td> </tr> </table>						CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		D. OTHER (Specify type of modification and authority)
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.												
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	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:												
	D. OTHER (Specify type of modification and authority)												
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ 0 copies to the issuing office.													
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)													
A. INCREASE the total amount by \$5,000.00, from \$113,400.01 to \$118,400.01.													
VENDOR CODE: 147259191 Legacy Doc #: A11PC00100 Delivery: 03/31/2014 Payment Terms: ACCP Delivery Location Code: 0009062034 BIA WRO JUSTICE SVCES D III 2600 N CENTRAL AVENUE Continued ...													
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.													
15A. NAME AND TITLE OF SIGNER (Type or print)  Michael A. Pastor, Chairman			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  GERALD KNOX										
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 3-4-14		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)									
				16C. DATE SIGNED 11/15/2013									
NSN 7540-01-152-8070 Previous edition unusable			STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243										

## CONTINUATION SHEET

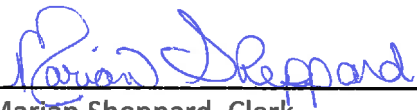
REFERENCE NO. OF DOCUMENT BEING CONTINUED  
A11PC00100/0009

PAGE 2 OF 2


NAME OF OFFEROR OR CONTRACTOR  
GILA, COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00011	PHOENIX AZ 85004 US  Account Assignment: K G/L Account: 6100.252Z0 Business Area: A000 Commitment Item: 252Z00 Cost Center: AAKL004000 Functional Area: A0J313030.999900 Fund: 134A2100DD Fund Center: AAKL004000 PR Acct Assign Line: 01 FOB: Destination Period of Performance: 04/01/2011 to 03/31/2014  INCREASE FUNDS Obligated Amount: \$5,000.00 IT Approval Num: N  POINT OF CONTACT: BERNADETTE SANCHEZ (505) 563-3880				5,000.00

Attest:

  
\_\_\_\_\_  
Marian Sheppard, Clerk

Approved as to form:

  
\_\_\_\_\_  
Bryan Chambers,  
Deputy Attorney Principal



**Amendment No. 0008**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES	
				1 2	
2. AMENDMENT/MODIFICATION NO. 0008		3. EFFECTIVE DATE 06/05/2013		4. REQUISITION/PURCHASE REQ. NO. 0040092198	
5. PROJECT NO. (If applicable)		6. ISSUED BY DOI, BIA WRO Contracting Office 2600 N CENTRAL AVENUE SUITE 400 MAILROOM Phoenix AZ 85001		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GILA, COUNTY OF Attn: ATTN Government POC 5515 S APACHE AVE STE 100 GLOBE		(x) 9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 0070849786 FACILITY CODE		x 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100		10B. DATED (SEE ITEM 13) 08/30/2012	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$.01  
01

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.217-09 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor ☒ is not. ☐ is required to sign this document and return 0 copies to the issuing office.



**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

A. Exercise the option to extend the term of the contract from March 31, 2013 to March 31, 2014 for detention and medical services. This action was delayed by factors relating to the implementation of FBMS. As funding becomes available, the contract will be increased by modification action.

B. Increase the total amount by .01, from \$113,400.00 to \$113,400.01.

VENDOR CODE: 147259191  
Legacy Doc #: A11PC00100  
Delivery: 03/31/2014  
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael A. Pastor, Chairman		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GERALD KNOX	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 10-22-13	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 06/05/2013

## CONTINUATION SHEET

REFERENCE NO. OF DISCONTINUATION  
A11PC00100/0008

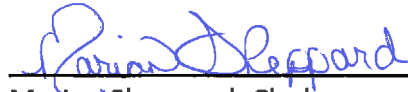
PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR  
GILA, COUNTY OF


ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment Terms: ACCP Delivery Location Code: 0009062031 BIA WRO MAILROOM 2600 N CENTRAL AVENUE PHOENIX AZ 85004 US  Account Assignment: K G/L Account: 6100.252Z0 Business Area: A000 Commitment Item: 252Z00 Cost Center: AAKLH04000 Functional Area: A0J313030.T57500 Fund: 134A2100DD Fund Center: AAKLH04000 PR Acct Assign Line: 01 FOB: Destination Period of Performance: 04/01/2011 to 03/31/2014				
00010	Extend Detention Contract to 03/31/2014 Obligated Amount: \$.01 IT Approval Num: N  POINT OF CONTACT: BERNADETTE SANCHEZ (505) 563-3880				.01

Contract No. A11PC00100 – Amendment No. 0008  
between Bureau of Indian Affairs and Gila County,  
on behalf of the Gila County Juvenile Detention Center  
Page 4 of 4

Attest:

  
\_\_\_\_\_  
Marian Sheppard, Clerk

Approved as to form:

  
\_\_\_\_\_  
Bryan Chambers,  
Deputy Attorney Principal

**Amendment No. 0007**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

Page  
1 of 3

2. AMENDMENT/MODIFICATION NO. 0007	3. EFFECTIVE DATE 08/30/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050		CODE 00011	7. ADMINISTERED BY (If other than Item 6) BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF 1400 E ASH ST  GLOBE, AZ 85501-1093		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100	
		(X) 10B. DATED (SEE ITEM 13) 07/13/2011	
CODE *		FACILITY CODE	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

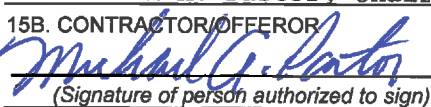

A. CHANGE the accounting data cited in Modification No. 0006:

From: KOL400 2012 2013 J3120 258A

To: KOL400 2012 2013 J3130 258A

The total increased amount of \$30,000.00 remains the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael A. Pastor, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10-22-13
16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 08/30/2012



**Address Detail****Title**  
COUNTY OF GILA**Document Number**  
A11PC00100/0007**Page**  
3 of 3**Shipping Addresses**

Code	Detail
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> District III 2600 N Central Avenue 8th Floor  Phoenix AZ 85004 <b>Attn:</b> Jaki Baha-Alchesay, Law Enforcement Assistant <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

**Invoice Addresses**

Code	Detail
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

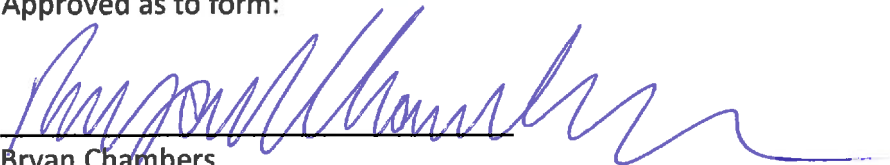


Contract No. A11PC00100 – Amendment No. 0007  
between Bureau of Indian Affairs and Gila County,  
on behalf of the Gila County Juvenile Detention Center  
Page 5 of 5

Attest:

  
\_\_\_\_\_  
Marian Sheppard, Clerk

Approved as to form:

  
\_\_\_\_\_  
Bryan Chambers,  
Deputy Attorney Principal

**Amendment No. 0006**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

Page

1 of 4

2. AMENDMENT/MODIFICATION NO. 0006	3. EFFECTIVE DATE 08/28/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050		CODE 00011	7. ADMINISTERED BY (If other than Item 6) BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF 1400 E ASH ST  GLOBE, AZ 85501-1093		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  (X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100 (X) 10B. DATED (SEE ITEM 13) 07/13/2011	
CODE *		FACILITY CODE	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

2012 - 2013 - - K0L400 - - 258A - - J3120 - - - - - \$30,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

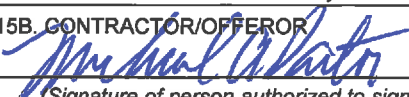
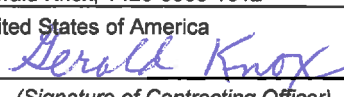
A. CHANGE the accounting data cited in Modification No. 0005:

From : H0L400 2012 2013 J3120 258A

To: K0L400 2012 2013 J3120 258A

The total increased amount of \$30,000.00 remains the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael A. Pastor, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10-22-13	16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 08/28/2012

<b>Line Item Summary</b>	<b>Document Number</b> A11PC00100/0000	<b>Title</b> COUNTY OF GILA	<b>Page</b> 2 of 4
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FYs

Fund

Budget Org

Sub

Object Class

Sub

Program

Cost Org

Sub

Proj/Job No.

Sub

Reporting Category

Division

Closed FYs

Cancelled Fund

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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VENDOR CODE: 147259191

No Changed Line Item Fields

Previous Total:

\$113,400.00

Modification Total:

\$0.00

Grand Total:

\$113,400.00

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051

Note: Funding shall be incorporated by Modification upon availability of funds.

<b>Contract Level Funding Summary</b>	<b>Document Number</b> A11PC00100/0uu6	<b>Title</b> COUNTY OF GILA	<b>Page</b> 3 of 4
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<b><u>Funding Strip Code</u></b>	<b><u>Change in Funded Amount</u></b>
2012 - 2013 - - K0L400 - - 258A - - J3120 - - - - -	\$30,000.00

## Address Detail

**Title**  
COUNTY OF GILA

**Document Numbr**  
A11PC00100/0006

**Page**  
4 of 4

### Shipping Addresses

Code	Detail
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> District III 2600 N Central Avenue 8th Floor  Phoenix AZ 85004 <b>Attn:</b> Jaki Baha-Alchesay, Law Enforcement Assistant <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

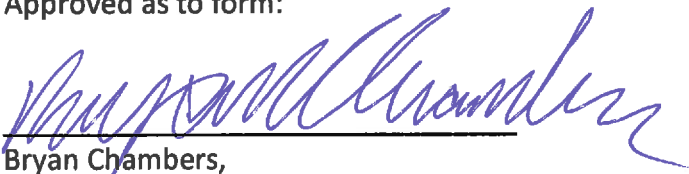
### Invoice Addresses

Code	Detail
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

Attest:

  
\_\_\_\_\_  
Marian Sheppard, Clerk

Approved as to form:

  
\_\_\_\_\_  
Bryan Chambers,  
Deputy Attorney Principal

**Amendment No. 0005**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County**

**on behalf of the**

**Gila County Juvenile Detention Center**



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				CONTRACT ID CODE		Page 1 of 4	
2. AMENDMENT/MODIFICATION NO. 0005		3. EFFECTIVE DATE 08/25/2012		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050				7. ADMINISTERED BY (If other than Item 6) BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF 1400 E ASH ST  GLOBE, AZ 85501-1093				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100			
				(X) 10B. DATED (SEE ITEM 13) 07/13/2011			
CODE *		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

2012 - 2013 - - H0L400 - - 258A - - J3120 - - - - - \$30,000.00

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

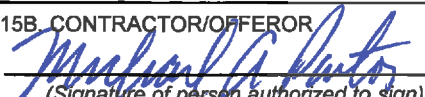
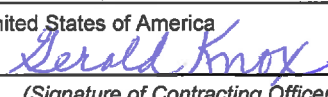
<b>CHECK ONE</b>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

**14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)**

A. INCREASE the total contract amount by \$30,000.00 for payment purpose.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Michael A. Pastor, Chairman		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10-22-13	16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 08/25/2012

<b>Line Item Summary</b>	<b>Document Nur</b> A11PC00100/0005	<b>Title</b> COUNTY OF GILA	<b>Page</b> 2 of 4
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**Total Funding:** \$113,400.00

<b>FYs</b>	<b>Fund</b>	<b>Budget Org</b>	<b>Sub</b>	<b>Object Class</b>	<b>Sub</b>	<b>Program</b>	<b>Cost Org</b>	<b>Sub</b>	<b>Proj/Job No.</b>	<b>Sub</b>	<b>Reporting Category</b>
<b>Division</b>	<b>Closed FYs</b>	<b>Cancelled Fund</b>									

<b>Line Item Number</b>	<b>Description</b>	<b>Delivery Date</b> (Start date to End date)	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost</b>
-------------------------	--------------------	--	-----------------	----------------------	-------------------	-------------------

VENDOR CODE: 147259191

0003	Option Year 1 - Contracted bed space for Tribal offenders	03/31/2013 (04/01/2012 to 03/31/2013)	0.00	YR	\$30,000.00	\$30,000.00
	Change in Unit Price					OPTION PERIOD

**Previous Total:** \$83,400.00  
**Modification Total:** \$30,000.00  
**Grand Total:** \$113,400.00  
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051  
Note: Funding shall be incorporated by Modification upon availability of funds.

<b>Contract Level Funding Summary</b>	<b>Document Number</b> A11PC00100/0005	<b>Title</b> COUNTY OF GILA	<b>Page</b> 3 of 4
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<u><b>Funding Strip Code</b></u>	<u><b>Change in Funded Amount</b></u>
2012 - 2013 - - HOL400 - - 258A - - J3120 - - - - -	\$30,000.00

**Address Detail****Title**  
COUNTY OF GILA**Document Numt**  
A11PC00100/0005**Page**  
4 of 4**Shipping Addresses**

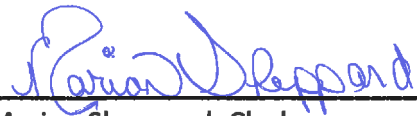
<b>Code</b>	<b>Detail</b>
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> District III 2600 N Central Avenue 8th Floor  Phoenix AZ 85004 <b>Attn:</b> Jaki Baha-Alchesay, Law Enforcement Assistant <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

**Invoice Addresses**

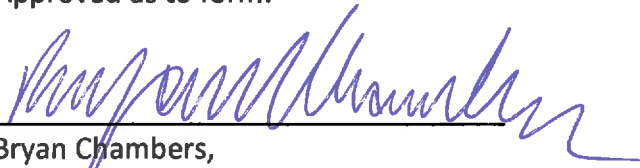
<b>Code</b>	<b>Detail</b>
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

Contract No. A11PC00100 – Amendment No. 0005  
between Bureau of Indian Affairs and Gila County,  
on behalf of the Gila County Juvenile Detention Center  
Page 6 of 6

Attest:

  
\_\_\_\_\_  
Marian Sheppard, Clerk

Approved as to form:

  
\_\_\_\_\_  
Bryan Chambers,  
Deputy Attorney Principal

**Amendment No. 0004**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County on behalf of the**

**Gila County Juvenile Detention Center**

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

Page

1 of 3

2. AMENDMENT/MODIFICATION NO. 0004	3. EFFECTIVE DATE 05/31/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050		CODE 00011	7. ADMINISTERED BY (If other than Item 6) BIA - Western Regional Office Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400 Phoenix, AZ 85004-3050
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF 1400 E ASH ST GLOBE, AZ 85501-1093		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100	
		(X) 10B. DATED (SEE ITEM 13) 07/13/2011	
CODE *		FACILITY CODE	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

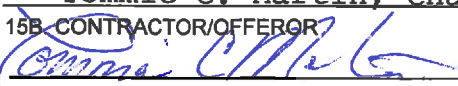
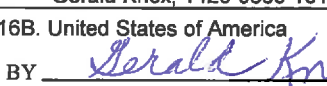
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. DECREASE the total contract amount by \$17,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Tommie C. Martin, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8/7/12
16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 05/31/2012

<b>Line Item Summary</b>	<b>Document Num'</b> A11PC00100/0004	<b>Title</b> COUNTY OF GILA	<b>Page</b> 2 of 3
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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VENDOR CODE: 147259191

0003	Option Year 1 - Contracted bed space for Tribal offenders	03/31/2013 (04/01/2012 to 03/31/2013)	0.00	YR	(\$17,000.00)	(\$17,000.00)
	Change in Unit Price					OPTION PERIOD

**Previous Total:** \$100,400.00  
**Modification Total:** (\$17,000.00)  
**Grand Total:** \$83,400.00  
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051  
Note: Funding shall be incorporated by Modification upon availability of funds.



**Address Detail**

Title

COUNTY OF GILA

Document Number

A11PC00100/0004

Page

3 of 3

**Shipping Addresses**

Code	Detail
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> District III 2600 N Central Avenue 8th Floor  Phoenix AZ 85004 <b>Attn:</b> Jaki Baha-Alchesay, Law Enforcement Assistant <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

**Invoice Addresses**

Code	Detail
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

Contract No. A11PC00100 - Amendment No. 0004  
between Bureau of Indian Affairs and Gila County,  
on behalf of the Gila County Juvenile Detention Center

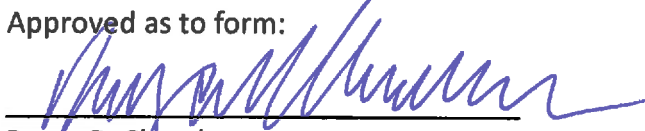
Page 5 of 5

Attest:

A handwritten signature in blue ink, appearing to read "Marian Sheppard", written over a horizontal line.

Marian Sheppard, Chief Deputy Clerk

Approved as to form:

A handwritten signature in blue ink, appearing to read "Bryan B. Chambers", written over a horizontal line.

Bryan B. Chambers,  
Chief Deputy County Attorney

Amendment No. 0003

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

Page  
1 of 4

2. AMENDMENT/MODIFICATION NO. 0003

3. EFFECTIVE DATE  
03/14/2012

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE 00011

BIA - Western Regional Office  
Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400  
Phoenix, AZ 85004-3050

7. ADMINISTERED BY (If other than Item 6)

CODE 00011

BIA - Western Regional Office  
Division of Acquisition - Western, 2600 N. Central Avenue, Suite 400  
Phoenix, AZ 85004-3050

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)

GILA, COUNTY OF  
1400 E ASH ST  
GLOBE, AZ 85501-1093

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

(X) 10A. MODIFICATION OF CONTRACT/ORDER  
NO. A11PC00100(X) 10B. DATED (SEE ITEM 13)  
07/13/2011

CODE \* FACILITY CODE

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

2012 - 2013 - - K0L400 - - 258A - - J3130 - - - - - \$25,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN  
THE CONTRACT ORDER NO. IN ITEM 10A.B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as  
changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:



D. OTHER (Specify type of modification and authority)



FAR Clause No. 52.217-09 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. EXTEND the period of performance from March 31, 2012 to March 31, 2013, Option Year 1.

B. INCREASE the total contract amount by \$25,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Tommie C. Martin, Chairman

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Gerald Knox, 1420-0660-1012

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. United States of America

16C. DATE SIGNED

(Signature of person authorized to sign)

4/17/12

BY

Gerald Knox

(Signature of Contracting Officer)

03/14/2012

# Line Item Summary

Document Number

A11PC00100/01

Title

COUNTY OF GILA

Page

2 of 4

Total Funding: \$100,400.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
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Division	Closed FYs	Cancelled Fund
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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VENDOR CODE: 147259191

0003	Option Year 1 - Contracted bed space for Tribal offenders	03/31/2013 (04/01/2012 to 03/31/2013)	0.00	YR	\$25,000.00	\$25,000.00
	Change in Unit Price					OPTION PERIOD

Previous Total: \$75,400.00

Modification Total: \$25,000.00

Grand Total: \$100,400.00  
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051  
Note: Funding shall be incorporated by Modification upon availability of funds.

<u>Funding Strip Code</u> 2012 - 2013 - - K0L400 - - 258A - - J3130 - - - - -	<u>Change in Funded Amount</u> \$25,000.00
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**Address Detail****Title**

COUNTY OF A

**Document Number**

A11PC00100/000:

**Page**

4 of 4

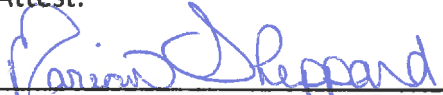
**Shipping Addresses**

<b>Code</b>	<b>Detail</b>
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> District III 2600 N Central Avenue 8th Floor  Phoenix AZ 85004 <b>Attn:</b> Jaki Baha-Alchesay, Law Enforcement Assistant <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

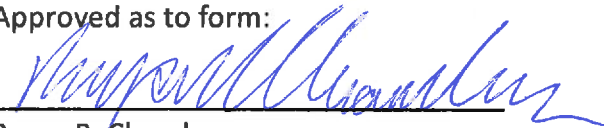
**Invoice Addresses**

<b>Code</b>	<b>Detail</b>
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

Attest:

  
\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

Approved as to form:

  
\_\_\_\_\_  
Bryan B. Chambers,  
Chief Deputy County Attorney



Amendment No. 0002

to

Contract No. A11PC00100

between

Bureau of Indian Affairs

and

Gila County on behalf of the

Gila County Juvenile Detention Center

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

Page  
1 of 3

2. AMENDMENT/MODIFICATION NO. 0002	3. EFFECTIVE DATE 10/21/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004		CODE KH0230	7. ADMINISTERED BY (If other than Item 6) BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF 1400 E ASH ST  GLOBE, AZ 85501-1093		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100	
		(X) 10B. DATED (SEE ITEM 13) 07/13/2011	
CODE *		FACILITY CODE	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

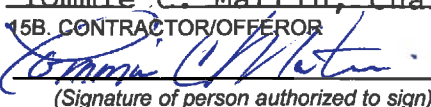

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. INCREASE the total contract amount by \$12,300.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Tommie C. Martin, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/15/11
16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10/21/2011

<b>Line Item Summary</b>	<b>Document Numr</b> A11PC00100/0002	<b>Title</b> COUNTY OF GILA	<b>Page</b> 2 of 3
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Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
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VENDOR CODE: 147259191

0001	Contracted bed space for juvenile offenders at the negotiated rate of \$131.40 per day per (04/01/2011 to 03/31/2012)	03/31/2012	0.00	YR	\$12,300.00	\$12,300.00
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**Change in Unit Price**

juvenile for Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.

The Contractor will assist BIA/OJS by providing housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting awaiting adjudication, servicing sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within Agency's jurisdiction.

**Previous Total:** \$63,100.00  
**Modification Total:** \$12,300.00  
**Grand Total:** \$75,400.00  
(Includes Discounts)

Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051  
Note: Funding shall be incorporated by Modification upon availability of funds.

**Address Detail**

Title

COUNTY OF GILA

Document Numb

A11PC00100/0002

Page

3 of 3

**Shipping Addresses**

Code	Detail
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> District III 2600 N Central Avenue 8th Floor  Phoenix AZ 85004 <b>Attn:</b> Jaki Baha-Alchesay, Law Enforcement Assistant <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

**Invoice Addresses**

Code	Detail
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

Attest:

  
Marian Sheppard, Chief Deputy Clerk

Approved as to form:

  
Bryan B. Chambers,  
Chief Deputy County Attorney

**Amendment No. 0001**

**to**

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County on behalf of the**

**Gila County Juvenile Detention Center**

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

CONTRACT ID CODE

Page

1 of 4

2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 07/27/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004		CODE KH0230	7. ADMINISTERED BY (If other than Item 6) BIA - OCFO-Western Division of Acquisition, 2600 N. Central Avenue, Suite 450 Phoenix, AZ 85004
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code)  GILA, COUNTY OF 1400 E ASH ST  GLOBE, AZ 85501-1093		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  (X) 10A. MODIFICATION OF CONTRACT/ORDER NO. A11PC00100 (X) 10B. DATED (SEE ITEM 13) 07/13/2011	
CODE *		FACILITY CODE	

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

2011 - 2012 - - K0L400 - - 258A - - J3130 - - - - - \$63,000.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

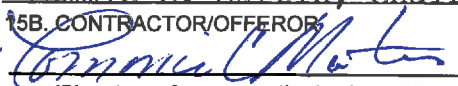

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

A. INCREASE the total contract amount by \$63,000.00.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Tommy C. Martin, Chairman	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gerald Knox, 1420-0660-1012
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 11/15/11
16B. United States of America BY  (Signature of Contracting Officer)	16C. DATE SIGNED 07/27/2011

<b>Line Item Summary</b>	<b>Document Num'</b> A11PC00100/0001	<b>Title</b> COUNTY OF GILA	<b>Page</b> 2 of 4
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**Total Funding:** \$63,100.00

FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org	Sub	Proj/Job No.	Sub	Reporting Category
Division		Closed FYs	Cancelled Fund								

Line Item Number	Description	Delivery Date (Start date to End date)	Quantity	Unit of Issue	Unit Price	Total Cost
---------------------	-------------	---	----------	------------------	------------	------------

**VENDOR CODE: 147259191**

0001	Contracted bed space for juvenile offenders at the negotiated rate of \$131.40 per day per (04/01/2011 to 03/31/2012)	03/31/2012	0.00	YR	\$63,000.00	\$63,000.00
------	---	------------	------	----	-------------	-------------

### Change in Unit Price

juvenile for Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.

The Contractor will assist BIA/OJS by providing housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting adjudication, servicing sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within Agency's jurisdiction.

**Previous Total: \$100.00**

**Modification Total: \$63,000.00**

**Grand Total: \$63,100.00**  
(Includes Discounts)

*Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051  
Note: Funding shall be incorporated by Modification upon availability of funds.*



<b>Contract Level Funding Summary</b>	<b>Document Number</b> A11PC00100/0001	<b>Title</b> COUNTY OF GILA	<b>Page</b> 3 of 4
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<b><u>Funding Strip Code</u></b>	<b><u>Change in Funded Amount</u></b>
2011 - 2012 - - K0L400 - - 258A - - J3130 - - - - -	\$63,000.00

**Address Detail****Title**

COUNTY OF GILA

**Document Number**

A11PC00100/0001

**Page**

4 of 4

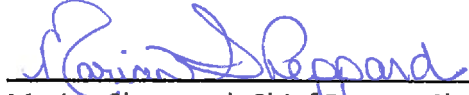
**Shipping Addresses**

Code	Detail
0001	<b>Org:</b> BIA - Office of Justice Services <b>Addr:</b> District III 2600 N Central Avenue 8th Floor  Phoenix AZ 85004 <b>Attn:</b> Jaki Baha-Alchesay, Law Enforcement Assistant <b>Phone:</b> (602) 379-6958 ext. <b>Fax:</b> (602) 379-6462 ext.

**Invoice Addresses**

Code	Detail
0001	<b>Org:</b> BIA-Albuquerque Accounting Operations <b>Addr:</b> 1001 Indian School Road NW, Suite 352  Albuquerque NM 87104 <b>Attn:</b> Cecilia Clark, Financial Manager <b>Phone:</b> (505) 563-3151 ext. <b>Fax:</b> (505) 563-3038 ext.

Attest:

  
Marian Sheppard, Chief Deputy Clerk

Approved as to form:

  
Bryan B. Chambers,  
Chief Deputy County Attorney

**Contract No. A11PC00100**

**between**

**Bureau of Indian Affairs**

**and**

**Gila County on behalf of the**

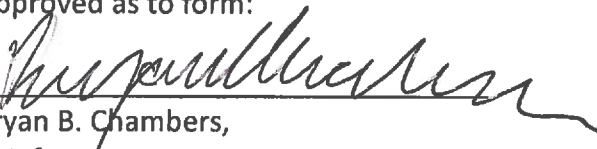
**Gila County Juvenile Detention Center**

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		Rating	Page 1	of Pages 33	
2. CONTRACT (Proc. inst. ident.) NO. A11PC00100		3. EFFECTIVE DATE 04/01/2011		4. REQUISITION/PURCHASE REQUEST PROJECT NO.			
5. ISSUED BY BIA - OCFO-Western Division of Acquisition 2600 N. Central Avenue, Suite 450  Phoenix, AZ 85004-		CODE KH0230	6. ADMINISTERED BY (If other than Item 5) BIA - OCFO-Western Division of Acquisition 2600 N. Central Avenue, Suite 450  Phoenix, AZ 85004-		CODE KH0230		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  GILA, COUNTY OF  1400 E ASH ST GLOBE, AZ 85501-1093			8. DELIVERY <input type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See below)				
			9. DISCOUNT FOR PROMPT PAYMENT				
CODE *		FACILITY CODE		10. SUBMIT INVOICES (4 Copies unless other - - wise specified) To THE ADDRESS SHOWN IN:		ITEM 12	
11. SHIP TO/MARK FOR Jaki Baha-Alchesay BIA - Office of Justice Services District III 2600 N Central Avenue 8th Floor  Phoenix, AZ 85004-		CODE H0L300	12. PAYMENT WILL BE MADE BY BIA-Albuquerque Accounting Operations 1001 Indian School Road NW, Suite 352  Albuquerque, NM 87104-2303		CODE ABQ		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (1 )			14. ACCOUNTING AND APPROPRIATION DATA 2010 - 2011 - - K0L400 - - 258A - - J3130 - - - - -				
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
	<b>SEE LINE ITEM DETAIL</b>						
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$ 100.00</b>		
16. TABLE OF CONTENTS							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION CONTRACT FORM		X	I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS/WORK STATEMENT		X	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES AND PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as attached or incorporated by reference herein.  (Attachments are listed herein.)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) <b>Michael A. Pastor, Chairman</b>				20A. NAME OF CONTRACTING OFFICER Gerald Knox, 1420-0660-1012			
19B. NAME OF CONTRACTOR By <u>Michael A. Pastor</u> (Signature of person authorized to sign)		19C. DATE SIGNED <u>6/27/11</u>		20B. UNITED STATES OF AMERICA By <u>Gerald Knox</u> (Signature of Contracting Officer)		20C. DATE SIGNED <u>05/06/11</u>	

Attest:

  
\_\_\_\_\_  
Marian Sheppard, Chief Deputy Clerk

Approved as to form:

  
\_\_\_\_\_  
Bryan B. Chambers,  
Chief Deputy County Attorney

Line Item Summary		Document Number		Title		Page	
		A11PC00100		COUNTY OF GILA		2 of 33	
Total Funding:		\$100.00					
FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org
2010 2011		KOL400		258A		J3130	
Division		Closed FYs		Cancelled Fund			
Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)	Quantity	Unit of Issue	Unit Price	Total Cost (Includes Discounts)
VENDOR CODE: 147259191							
0001	Contracted bed space for juvenile offenders at the negotiated rate of \$131.40 per day per	0001	03/31/2012	1.00	YR	\$100.000	\$ 100.00
(04/01/2011 to 03/31/2012)							
juvenile for Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.							
The Contractor will assist BIA/OJS by providing housing within its juvenile detention facility for juveniles who have been arrested and awaiting transport, or awaiting awaiting adjudication, servicing sentences, and /or awaiting release from custody as a result of having been arrested or having been convicted of Tribal violations occurring in Indian Country within the BIA Truxton Canon Agency, Fort Apache Agency, Colorado River Agency and Salt River Agency, within Agency's jurisdiction.							
0002	Medical Expenses	0002	03/31/2012	1.00	YR	\$ .000	\$ 0.00
(04/01/2011 to 03/31/2012)							
Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.							
0003	Option Year 1 - Contracted bed space for Tribal offenders	0003	03/31/2013	1.00	YR	\$ .000	\$ 0.00
(04/01/2012 to 03/31/2013)							
OPTION PERIOD							
0004	Option Year 1 - Medical Expenses	0004	03/31/2013	1.00	YR	\$ .000	\$ 0.00
(04/01/2012 to 03/31/2013)							
Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.							
0005	Option Year 2 - Contracted bed space for Tribal offenders	0005	03/31/2014	1.00	YR	\$ .000	\$ 0.00
(04/01/2013 to 03/31/2014)							
OPTION PERIOD							

Line Item Summary		Document Number		Title		Page	
		A11PC00100		COUNTY OF GILA		3 of 33	
Total Funding:		\$100.00					
FYs	Fund	Budget Org	Sub	Object Class	Sub	Program	Cost Org
2010 2011		K0L400		258A		J3130	
Division		Closed FYs		Cancelled Fund			
Line Item Number	Description	CLIN Ref	Delivery Date (Start Date to End Date)		Quantity	Unit of Issue	Total Cost (Includes Discounts)
0006	Option Year 2 - Medical Expenses	0006	03/31/2014		1.00	YR	\$ 0.00
			(04/01/2013 to 03/31/2014)				OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0007	Option Year 3 - Contracted bed space for Tribal offenders		03/31/2015		1.00	YR	\$ 0.00
			(04/01/2014 to 03/31/2015)				OPTION PERIOD
0008	Option Year 3 - Medical Expenses		03/31/2015		1.00	YR	\$ 0.00
			(04/01/2014 to 03/31/2015)				OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						
0009	Option Year 4 - Contracted bed space for Tribal offenders		03/31/2016		1.00	YR	\$ 0.00
			(04/01/2015 to 03/31/2016)				OPTION PERIOD
0010	Option Year 4 - Medical Expenses		03/31/2016		1.00	YR	\$ 0.00
			(04/01/2015 to 03/31/2016)				OPTION PERIOD
	Emergencies such as needed medical/psychological treatment, prescriptions for inmates or emergencies (Section 3.2.3 and 3.2.7) such as detention center closures as identified in Section 3.2 of Statement of Work.						



<b>Line Item Summary</b>	<b>Document Number</b> A11PC00100	<b>Title</b> COUNTY OF GILA	<b>Page</b> 4 of 33
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<b>Total Funding:</b>	\$100.00									
<b>FYs</b>	<b>Fund</b>	<b>Budget Org</b>	<b>Sub</b>	<b>Object Class</b>	<b>Sub</b>	<b>Program</b>	<b>Cost Org</b>	<b>Sub</b>	<b>Proj/Job No.</b>	<b>Sub Reporting Category</b>
<b>Division</b>	<b>Closed FYs</b>		<b>Cancelled Fund</b>							

<b>Line Item Number</b>	<b>Description</b>	<b>(Start Date to End Date)</b>	<b>Quantity</b>	<b>Unit of Issue</b>	<b>Unit Price</b>	<b>Total Cost (Includes Discounts)</b>
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**Total Cost:** \$100.00

*Contractor Point of Contact: Gila County Juvenile Detention (928) 425-6051  
Note: Funding shall be incorporated by Modification upon availability of funds.*

<b>Contract Level Funding Summary</b>	<b>Document Number</b> A11PC00100	<b>Title</b> COUNTY OF GILA	<b>Page</b> 5 of 33
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2010 - 2011 - - K0L400 - - 258A - - J3130 - - - - -

\$100.00

**Total Funding: \$100.00**

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 6 of 33</b>
-----------------------	-----------------------------------	---	---------------------

# TABLE OF CONTENTS

SECTION C -- Descriptions and Specifications	7
C.1 Statement of Work	7
SECTION F -- Deliveries or Performance	12
F.1 Stop-Work Order	12
SECTION G -- Contract Administration Data	13
G.1 Invoice and Payment	13
SECTION I -- Contract Clauses	14
I.1 Contract Terms and Conditions--Commercial Items	14
I.2 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items	17
I.3 Option to Extend Services	20
I.4 Option to Extend the Term of the Contract	20
I.5 Availability of Funds	20
I.6 Availability of Funds for the Next Fiscal Year	20
SECTION J -- List of Documents, Exhibits and Other Attachments	22
J.1 ALL DOI NATIONWIDE - PROHIBITION ON TEXTING WHILE DRIVING	22
J.2 Medical Voucher - Attachment 1	23
J.3 SERVICE CONTRACT ACT - WAGE DETERMINATIONS	24

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 7 of 33</b>
-----------------------	-----------------------------------	---	---------------------

## SECTION C -- DESCRIPTIONS AND SPECIFICATIONS

### C.1 STATEMENT OF WORK

#### Statement of Work Gila County Juvenile Facility

### SECTION 1 - DEFINITIONS

#### 1.1. General Definitions

- 1.1.1. "BIA-OJS" or "Agency" means the United States Department of the Interior, Bureau of Indian Affairs (BIA), Office of Justice Services.
- 1.1.2. "District" means the region(s) of BIA-OJS as designated in this contract.
- 1.1.3. "County" means the County of Gila, in the State of Arizona, and the Gila County Juvenile Detention Center, Globe, Arizona.
- 1.1.4. "Contractor" means the facility, tribe or local government providing the service.
- 1.1.5. "Agency's jurisdiction" means the jurisdiction of the BIA-OJS, Tribes, Truxton Canon Agency, Fort Apache Agency, Colorado River Agency, Salt River Agency, including within the exterior boundaries of the Indian Reservation(s) and Indian Allotments.
- 1.1.6. "Juvenile" means any person who has not attained the age of 18.
- 1.1.7. "BIA-OJS Supervisory Corrections Specialist" means the Agency's District III Supervisory Correctional Specialist (SCS)
- 1.1.8. "Indian Country" has the same meaning as that term is defined in Section 1151 of Title 18, United States Code.
- 1.1.9. "Indian reservation or reservation" means within the exterior boundaries of the Indian Reservation(s) and Indian Allotment(s) under the Fort Apache Agency, Truxton Canon Agency, Colorado River Agency, Salt River Agency.
- 1.1.10. "Tribal prisoner or tribal inmate" means a juvenile arrested under authority of the Tribal Codes(s) of the respective tribes under the jurisdiction of the Fort Apache Agency, Truxton Canon Agency, Colorado River Agency, Salt River Agency, or convicted by a Tribal Court with personal jurisdiction over the offender and subject matter jurisdiction over the offense for a violation of the Tribal code, within the Agency's jurisdiction.
- 1.1.11. "Delinquent child" means a person under (18) years of age, who has committed an act that violates the Law and Order Code and/or or would be a crime if committed by an adult, or is verified fugitive from another jurisdiction. [As amended by Ordinance DOI 3(98)] or detained or convicted by a Tribal Court with personal jurisdiction over the child/offender and subject matter jurisdiction over the Agency's jurisdiction.
- 1.1.12. "Tribal violation" means a violation which offends the criminal laws of the Tribal Court or Code of Federal Regulations Court having jurisdiction of the arresting agency. This provision will not permit the confinement of juvenile offenders whose only charge or conviction is for a status offense as defined by the Office of Juvenile Justice and Delinquency Act of 1974 and subsequent revisions.

### SECTION 2 - GENERAL INFORMATION

#### 2.1. Scope of Work

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 8 of 33</b>
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The contractor shall provide safe and secure detention/correctional services in accordance with the specific tasks as outlined in Section 3.

2.1.1. Purpose. The (Gila County Juvenile Detention Center) will actively assist the BIA-OJS by providing housing within its detention facility, for adult individuals who have been arrested and awaiting transport, or awaiting adjudication, serving sentences and/or awaiting release from custody as a result of having been arrested, or having been convicted of tribal violations occurring in Indian Country within the Truxton Canon Agency jurisdiction.

## 2.2 Contractor Personnel

2.2.1 The contractor shall provide or designate a qualified and capable on-site contract manager who shall be responsible for the performance of the work.

2.2.1.1. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to the daily operation of this contract.

2.2.1.2. The contract manager or alternate shall be available during normal working hours to discuss issues relating to the contract with authorized government officials specific to this contract.

2.2.2. Contractor Employees. The contractor shall ensure contract employees are qualified and trained in accordance with contractor facility standards.

## 2.3 Quality Control

2.3.1. The contractor shall make available any reports of inspection and/or sanitation reports.

## 2.4 Quality Assurance

2.4.1. The government reserves the right to visit the facility to ensure adequate services are being provided.

## 2.5 Cost for services.

2.5.1 The cost shall be \$131.40 per prisoner day.

2.5.1.1 For the purpose of computing daily cost a "day" shall begin at 12:01 a.m. and end the following midnight.

2.5.1.2. Any part of a day shall be paid on a pro-rated basis (daily).

## 2.6 Contract Information

2.6.1 Contractor: Gila County Juvenile Detention Center  
1425 E South Street  
Globe, AZ 85501  
(928) 425-6051  
Fax (928) 425-3952

2.6.2 Agency: Vincente M. Anchondo, SCS  
2600 N Central Ave  
Phoenix, Arizona 85004  
(602) 379-6958 ext 1809  
(602) 541-7166 (cellular)

## 2.7 Period of Performance.

2.7.1. Shall be for the period beginning April 1, 2011 to March 31, 2016.

## Section 3 - Specific Tasks

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 9 of 33</b>
-----------------------	-----------------------------------	---	---------------------

3.1. The Gila County Juvenile Detention Center will accept juvenile offenders who have committed violations of tribal criminal law and who are placed there by the District III SCS or their authorized agents.

3.1.1. The Gila County Juvenile Detention Center agrees to house juvenile inmates and provide the necessary food, shelter and supervision services. Any Bureau or Tribal inmate lodged in the Gila County Juvenile Detention Center facility shall be subject to the same rules and regulations as any other person lodged within the facility.

3.1.2. Any Bureau or Tribal arrestee/prisoner awaiting adjudication or awaiting release who has not served his/her full sentence shall not be released except upon written orders from the appropriate tribal court.

3.1.3. The Gila County Juvenile Detention Center will not accept any person that has attained the age of 18 years for lodging within the facility. Gila County Juvenile Detention Center will accept female and male inmates.

3.1.4. The Agency making the arrest shall be responsible for transporting tribal arrestees and prisoners to the Gila County Juvenile Detention Center, Globe, Arizona, while awaiting adjudication, serving sentence and/or while awaiting release from custody.

3.1.5. Any unusual incident which affects any Bureau or tribal juvenile inmate held under this contract/purchase order will require the Gila County Juvenile Detention Center to contact the SCS within twenty-four (24) hours of its' occurrence, unless the incident resulted in serious injury or medical condition, death, escape, change of location of the tribal arrestee or prisoner, in such instances, the Gila County Juvenile Detention Center will notify the SCS, District III, immediately.

3.2. Medical needs of prisoners.

3.2.1. Whenever feasible and practicable, emergency medical, mental or dental needs of Bureau or Tribal juvenile inmates, who are enrolled members of a Federally-recognized Tribe, shall be provided by the Indian Health Service or a tribal health care facility/provider.

3.2.2. The Gila County Juvenile Detention Center shall promptly notify the BIA-OJS, District III SCS, or designee of such needs to afford the Agency the opportunity to arrange for the treatment and the transport to treatment or to otherwise advise the Gila County Juvenile Detention Center on action to be taken.

3.2.3. In case of extreme emergency where it is not feasible or practicable to seek BIA-OJS advice in advance, the Gila County Juvenile Detention Center may obtain such care for prisoners at local, Federal, or state facilities as emergency needs dictate.

3.2.3.1 In such instances the care provider will be advised by the Gila County Juvenile Detention Center to contact the nearest Indian Health Service facility for further instructions and for claims advice within 72 hours of first furnishing care or treatment.

3.2.3.2. The Gila County Juvenile Detention Center shall promptly notify the SCS, District III of actions taken when such emergency circumstances occur.

3.2.4. The following are health care facilities closest to the Gila County Juvenile Detention Center:

Cobre Valley Community Hospital  
5880 S Hospital Drive  
Globe, Arizona 85501  
(928) 425-3261

3.2.4.1. In case of extreme emergency only, the following Health Care Facility will be used:

Cobre Valley Community Hospital  
5880 S Hospital Drive  
Globe, Arizona 85501  
(928) 425-3261

3.2.5. In instances where Indian Health Service rejects claims for care provided by a non-Indian facility and the costs cannot be recovered by the provider under other federal or state programs, the Gila County Juvenile Detention Center will be billed by the provider.

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 10 of 33</b>
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3.2.6. BIA-OJS Division of Corrections will only reimburse the Gila County Juvenile Detention Center for medical services if the treatment has been approved by BIA-OJS. BIA-OJS will only reimburse the contractor and not the actual provider of treatment, for authorized emergency medical, mental and dental care and medications.

3.2.7. A medical voucher will be prepared listing alphabetically the health care providers and total amount due to each vendor, the full inmate name, services provided, date of service, and total amount billed for each inmate. Original invoices from the health care provider must be attached to the medical voucher. Invoices must contain name and address of vendor, full inmate name, itemized description of services provided, date of service, cost of inmate's treatment, and total amount to be reimbursed by BIA-OJS. A statement certifying the accuracy of the medical voucher shall be placed on the bottom of each medical voucher by the Gila County Juvenile Detention Center facility administrator.

3.2.8. BIA-OJS will be responsible for providing a medical release of information form signed by the juvenile offender's parent/guardian or custodian for the purpose of obtaining the medical records.

3.2.8.1. The Gila County Juvenile Detention Center will be responsible for providing medical screening of the inmate at the time of booking and the BIA-OJS Police Officer, from their respective Agency, shall provide information regarding any current medical concerns at the time of transportation and booking.

3.2.8.2. BIA OJS or Tribal Police Officer shall be responsible to obtain medical clearance for any known or obvious medical needs prior to incarceration at Gila County Juvenile Detention Center.

#### Section 4 - Negative Declaration

4.1. This Statement of Work (SOW) does not reflect, in this or any other context any party's position with respect to the jurisdictional authority of another. Nothing in this SOW, or in any conduct undertaken pursuant to this SOW, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the provisions of this SOW. Nothing herein affects to any extent, statutory or tribal code provisions regarding the sovereign immunity of the parties. Neither this SOW nor the activities of the parties pursuant to this SOW shall be used to affect the legal or equitable position of any party in any pending or future litigation. Nothing in this Statement of Work shall be construed to impact or impair the extradition authority and processes of the Parties.

4.1.2. Nothing in this SOW shall be construed as waiving the sovereign immunity of Gila County Juvenile Detention Center or their employees from suit in State, Tribal or Federal court. Liability for suit in State, Tribal or Federal court is determined by existing State, Tribal and Federal law and is not altered by this Agreement. Nothing in this Agreement waives the sovereign immunity of the United States or BIA Police Officers, except as provided for in the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-2680.

#### Section 5 - Board Bill

5.1. The Gila County Juvenile Detention Center will submit, by the tenth day of the month, a board bill for the previous month's costs of housing BIA-OJS inmates. The board bill will contain the name and address of the Contractor, the contract or purchase order number, date that the board bill is prepared, name of each inmate housed for BIA-OJS, in conjunction with the number of days or portion of days each inmate was physically housed by the Gila County Juvenile Detention Center, daily inmate rate, and the total amount to be paid by BIA-OJS Division of Corrections. Any discrepancies shall be justified in writing by the Gila County Juvenile Detention Center.

5.1.1. The monthly board bill is to be mailed to:

Bureau of Indian Affairs  
OJS-Accounting Operations  
Attn: Cecilia Clark  
1001 Indian School Road, NW, Suite 352  
Albuquerque, NM 87104

#### Section 6 - Right to Refuse Placement

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 11 of 33</b>
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6.1. Notwithstanding any of the above provisions of this SOW, should a limit be set by statute, judicial, or administrative decision, or otherwise, on the number of prisoners, which the Gila County Juvenile Detention Center may lawfully lodge in its facility at any one time, then Gila County Juvenile Detention Center may refuse to lodge any BIA-OJS prisoners if the number of prisoners in the Gila County Juvenile Detention Center at that time has reached 75 % of the maximum capacity allowable by law.

#### Section 7 - Hold Harmless

7.1. The Gila County Juvenile Detention Center agrees to hold harmless the BIA-OJS from:

7.1.1. Violation of constitutional rights arising from the detention of persons in the Gila County Juvenile Detention Center pursuant to this SOW.

7.1.2. The BIA-OJS and the Gila County Juvenile Detention Center agrees to assume its' own liability for any and all claims of any nature, including all costs, expenses and attorney's fees, which may in any manner, result from or arise out of this agreement.

#### Section 8 - Indemnification, Liability, and Insurance

8.1 The BIA-OJS assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the County or its officers, pursuant to this SOW.

8.2. The Gila County Juvenile Detention Center assumes no liability and will not defend or indemnify for any claims, judgments, or liabilities by third parties for property damage, personal injury, or civil liability arising from the actions of the BIA-OJS.

8.3. Each party shall remain solely responsible for the ordinary expenses of its employees and property, including insurance.

8.4. The Gila County Juvenile Detention Center will at all times maintain insurance coverage to protect the BIA-OJS from reasonable loss by liability claims arising out of the negligence of Grady County Detention or its agents or employees in the performance of this SOW.

8.5. Nothing in this SOW is intended to alter the parties' insurance obligations toward their employees or others.



<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 12 of 33</b>
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## SECTION F -- DELIVERIES OR PERFORMANCE

### F.1 52.242-15 STOP-WORK ORDER

AUGUST 1989

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 13 of 33</b>
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## SECTION G -- CONTRACT ADMINISTRATION DATA

### G.1 INVOICE AND PAYMENT

The Contractor shall submit all original invoice(s) to the Designated Billing Office. In addition, one (1) courtesy copy shall be sent to the Contracting Officer and the Contracting Officer's Representative (COR).

Submit original invoices to:

Designated Billing Office: The designated billing office also services as the payment office and will be responsible for obtaining certification from the COR that the payment has been approved (authorized) for payment by the Contracting Officer. Payment will be made by the following designated billing office:

**BIA-Albuquerque Accounting Operations**  
**Attn: Cecilia Clark, Financial Manager**  
**1001 Indian School Road NW, Suite 352**  
**Albuquerque, NM 87104**  
**Telephone No.: (505)563-3151 Facsimile No.: (505)563-3038**

Submit copy of the invoice to the Contracting Officer:

**Gerald Knox, Contract Specialist**  
**BIA-Western Regional Office - Division of Acquisition**  
**2600 N. Central Avenue, 4th Floor**  
**Phoenix, Arizona 85004**  
**Telephone No.: (602)379-4029 Facsimile No.: (602)379-6763**

Submit copy of the invoice to the Contracting Officer's Representative:

**Jaki Baha-Alchesay, Contracting Officer's Representative**  
**BIA - Western Regional Office**  
**District III/Corrections/LEA**  
**2600 N. Central Avenue, 4th Floor**  
**Phoenix, Arizona 85004**  
**Telephone No.: (602) 379-6958 X1824 Facsimile No.: (602)379-6462**

<b>Award/Contract</b>	<b>Document No.</b>	<b>Document Title</b>	<b>Page 14 of 33</b>
	A11PC00100	COUNTY OF GILA	

## SECTION I -- CONTRACT CLAUSES

### I.1 52.212-04 CONTRACT TERMS AND CONDITIONS--COMMERCIAL JUNE 2010 ITEMS

(a) **Inspection/Acceptance.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **Assignment.** The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) **Changes.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-01, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions.** The clause at FAR 52.202-01, Definitions, is incorporated herein by reference.

(f) **Excusable delays.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **Invoice.** (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 15 of 33</b>
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(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest. (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 16 of 33</b>
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(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

<b>Award/Contract</b>	<b>Document No.</b>	<b>Document Title</b>	<b>Page 17 of 33</b>
	A11PC00100	COUNTY OF GILA	

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-05.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

## I.2      52.212-05      **CONTRACT TERMS AND CONDITIONS REQUIRED TO      MARCH 2011** **IMPLEMENT STATUTES OR EXECUTIVE ORDERS--** **COMMERCIAL ITEMS**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

<b>Award/Contract</b>	<b>Document No.</b>	<b>Document Title</b>	<b>Page 18 of 33</b>
	A11PC00100	COUNTY OF GILA	

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_x\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (JUL 2010) (Pub. L. 111-5).

\_\_\_ (6) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

\_\_\_ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (8) [Reserved]

\_\_\_ (9)(i) 52.219-6, Notice of Total Small Business Set- Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6.

\_\_\_ (10)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7.

\_\_\_ (11) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_ (12)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2010) (15 U.S.C. 637(d)(4)).

\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.

\_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_ (iv) Alternate III (JUL 2010) of 52.219-9.

\_\_\_ (13) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_ (14) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_ (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_ (16) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (17) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f).

\_\_\_ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

\_x\_ (20) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_x\_ (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

\_\_\_ (22) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

\_x\_ (23) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

\_x\_ (24) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

\_x\_ (25) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

\_x\_ (26) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

\_x\_ (27) 52.222-54, Employment Eligibility Verification (JAN 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (29) 52.223-15, Energy Efficiency in Energy- Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_\_\_ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_x\_ (31) 52.223-18, Contractor Policy to Ban Text Messaging While Driving (SEP 2010) (E.O. 13513).

<b>Award/Contract</b>	<b>Document No.</b>	<b>Document Title</b>	<b>Page 19 of 33</b>
	A11PC00100	COUNTY OF GILA	

- \_\_\_ (32) 52.225-1, Buy American Act—Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- \_\_\_ (33)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (34) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_\_ (35) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (36) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- \_\_\_ (37) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- \_\_\_ (38) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (39) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_x\_ (40) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (41) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (42) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
- \_\_\_ (43) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- \_\_\_ (44)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- \_x\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- \_x\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).
- \_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to ment of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for



<b>Award/Contract</b>	<b>Document No.</b>	<b>Document Title</b>	<b>Page 20 of 33</b>
	A11PC00100	COUNTY OF GILA	

construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

### I.3 52.217-08 OPTION TO EXTEND SERVICES

NOVEMBER 1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

### I.4 52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT

MARCH 2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (Base Year + 4 Option Years).

### I.5 52.232-18 AVAILABILITY OF FUNDS

APRIL 1984

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

### I.6 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL

APRIL 1984

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 21 of 33</b>
-----------------------	-----------------------------------	---	----------------------

YEAR

Funds are not presently available for performance under this contract beyond **December 31, 2011** . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **December 31, 2011**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 22 of 33</b>
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## SECTION J -- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### J.1 ALL DOI NATIONWIDE - PROHIBITION ON TEXTING WHILE DRIVING

#### Memorandum

**To:** All DOI Employees

**From:** Deputy Secretary

**Subject:** Prohibition on Texting While Driving

Recent deadly crashes involving drivers distracted by text messaging while driving highlight a growing danger. Text messaging causes drivers to take their eyes off the road and at least one hand off the steering wheel, endangering both themselves and others. President Obama recently issued Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." This important order prohibits Federal employees from text messaging while doing any of the following:

- " Driving Government-owned, Government-leased, or Government-rented vehicles (GOVs);
- " Driving privately-owned vehicles (POV) while on official Government business; and
- " Using electronic equipment supplied by the Government (including, but not limited to, cell phones, Blackberries, or other electronic devices) while driving.

A Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment will help save lives, reduce injuries, and set an example for state and local governments, private employers, and individual drivers.

Texting or text messaging means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

In addition, the Executive Order requires Federal agencies to take steps to encourage Federal contractors, subcontractors, recipients, and sub recipients of financial assistance to adopt and enforce their own policies that ban employees from texting while driving GOVs or company-owned, company-leased, or company-rented vehicles or while driving POVs on official Government business or when performing work for, or on behalf of, the Government. Those entities are further encouraged to educate their employees and to urge voluntary compliance with a texting ban for off-duty employees.

All DOI employees are directed to comply with E.O. 13513 immediately, and human capital, procurement, and other applicable teams are directed to update all relevant policies and procedures to include the express prohibitions of the Order as soon as possible. In addition, employees and contractors are strongly encouraged to refrain from off-duty text messaging on personal devices while operating POVs.

#### PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING:

Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (Ref.: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government. Clause 1450-0016-002 is provided in Section I.

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 23 of 33</b>
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J.2 MEDICAL VOUCHER - ATTACHMENT 1

United States Department of the Interior  
BUREAU OF INDIAN AFFAIRS  
Office of Justice Services  
Division of Corrections

**MEDICAL VOUCHER**

(Attach original invoices only, statements will not be accepted)

I certify that services have been rendered as indicated on the invoice and payment is now due for care provided for Tribal inmate/prisoner as listed on the attached invoice.

\_\_\_\_\_  
Signature of Certifying Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

<b>Award/Contract</b>	<b>Document No.</b>	<b>Document Title</b>	<b>Page 24 of 33</b>
	A11PC00100	COUNTY OF GILA	

### J.3 SERVICE CONTRACT ACT - WAGE DETERMINATIONS

WD 05-2024 (Rev.-13) was first posted on www.wdol.gov on 12/14/2010

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
 WASHINGTON D.C. 20210

Wage Determination No.: 2005-2024  
 Shirley F. Ebbesen Division of | Revision No.: 13  
 Director Wage Determinations| Date Of Revision: 12/08/2010

State: Arizona

Area: Arizona Counties of Apache, Coconino, Gila, Maricopa, Navajo, Pinal,  
 Yavapai

#### \*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	14.85	
01012 - Accounting Clerk II	16.68	
01013 - Accounting Clerk III	18.65	
01020 - Administrative Assistant	25.36	
01040 - Court Reporter	16.73	
01051 - Data Entry Operator I	12.52	
01052 - Data Entry Operator II	13.66	
01060 - Dispatcher, Motor Vehicle	16.40	
01070 - Document Preparation Clerk	13.55	
01090 - Duplicating Machine Operator	13.55	
01111 - General Clerk I	12.53	
01112 - General Clerk II	13.67	
01113 - General Clerk III	15.34	
01120 - Housing Referral Assistant	20.78	
01141 - Messenger Courier	12.33	
01191 - Order Clerk I	12.32	
01192 - Order Clerk II	14.86	
01261 - Personnel Assistant (Employment) I	14.98	
01262 - Personnel Assistant (Employment) II	16.76	
01263 - Personnel Assistant (Employment) III	18.69	
01270 - Production Control Clerk	20.26	
01280 - Receptionist	12.58	
01290 - Rental Clerk	14.97	
01300 - Scheduler, Maintenance	16.66	
01311 - Secretary I	16.66	
01312 - Secretary II	18.64	
01313 - Secretary III	20.78	
01320 - Service Order Dispatcher	14.32	
01410 - Supply Technician	25.36	
01420 - Survey Worker	16.63	
01531 - Travel Clerk I	13.28	
01532 - Travel Clerk II	14.46	
01533 - Travel Clerk III	15.61	
01611 - Word Processor I	13.82	

Award/Contract	Document No.	Document Title	Page 25 of 33
	A11PC00100	COUNTY OF GILA	

01612 - Word Processor II	15.78
01613 - Word Processor III	17.54
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.34
05010 - Automotive Electrician	20.30
05040 - Automotive Glass Installer	19.42
05070 - Automotive Worker	19.42
05110 - Mobile Equipment Servicer	16.62
05130 - Motor Equipment Metal Mechanic	22.69
05160 - Motor Equipment Metal Worker	19.62
05190 - Motor Vehicle Mechanic	21.59
05220 - Motor Vehicle Mechanic Helper	15.12
05250 - Motor Vehicle Upholstery Worker	18.14
05280 - Motor Vehicle Wrecker	19.62
05310 - Painter, Automotive	22.12
05340 - Radiator Repair Specialist	19.58
05370 - Tire Repairer	14.21
05400 - Transmission Repair Specialist	21.59
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.03
07041 - Cook I	10.50
07042 - Cook II	12.16
07070 - Dishwasher	8.60
07130 - Food Service Worker	10.17
07210 - Meat Cutter	16.58
07260 - Waiter/Waitress	9.75
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.50
09040 - Furniture Handler	10.88
09080 - Furniture Refinisher	16.50
09090 - Furniture Refinisher Helper	12.16
09110 - Furniture Repairer, Minor	14.59
09130 - Upholsterer	16.50
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.97
11060 - Elevator Operator	9.97
11090 - Gardener	12.96
11122 - Housekeeping Aide	11.10
11150 - Janitor	11.10
11210 - Laborer, Grounds Maintenance	10.31
11240 - Maid or Houseman	9.59
11260 - Pruner	10.14
11270 - Tractor Operator	12.53
11330 - Trail Maintenance Worker	10.31
11360 - Window Cleaner	12.00
12000 - Health Occupations	
12010 - Ambulance Driver	13.87
12011 - Breath Alcohol Technician	18.71
12012 - Certified Occupational Therapist Assistant	24.60
12015 - Certified Physical Therapist Assistant	18.94
12020 - Dental Assistant	16.61
12025 - Dental Hygienist	34.70
12030 - EKG Technician	21.08
12035 - Electroneurodiagnostic Technologist	21.08
12040 - Emergency Medical Technician	13.87
12071 - Licensed Practical Nurse I	16.73
12072 - Licensed Practical Nurse II	18.71
12073 - Licensed Practical Nurse III	20.87
12100 - Medical Assistant	14.39

Award/Contract	Document No.	Document Title	Page 26 of 33
	A11PC00100	COUNTY OF GILA	

12130 - Medical Laboratory Technician	19.61	
12160 - Medical Record Clerk	13.11	
12190 - Medical Record Technician	15.57	
12195 - Medical Transcriptionist	17.02	
12210 - Nuclear Medicine Technologist	33.98	
12221 - Nursing Assistant I	10.25	
12222 - Nursing Assistant II	11.53	
12223 - Nursing Assistant III	12.58	
12224 - Nursing Assistant IV	14.12	
12235 - Optical Dispenser	15.39	
12236 - Optical Technician	14.85	
12250 - Pharmacy Technician	14.15	
12280 - Phlebotomist	14.12	
12305 - Radiologic Technologist	24.34	
12311 - Registered Nurse I	26.93	
12312 - Registered Nurse II	33.08	
12313 - Registered Nurse II, Specialist	33.08	
12314 - Registered Nurse III	40.02	
12315 - Registered Nurse III, Anesthetist	40.02	
12316 - Registered Nurse IV	47.96	
12317 - Scheduler (Drug and Alcohol Testing)	23.09	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	17.08	
13012 - Exhibits Specialist II	21.08	
13013 - Exhibits Specialist III	25.71	
13041 - Illustrator I	18.79	
13042 - Illustrator II	23.18	
13043 - Illustrator III	28.27	
13047 - Librarian	23.06	
13050 - Library Aide/Clerk	14.20	
13054 - Library Information Technology Systems Administrator	20.92	
13058 - Library Technician	14.08	
13061 - Media Specialist I	15.03	
13062 - Media Specialist II	16.81	
13063 - Media Specialist III	18.75	
13071 - Photographer I	14.99	
13072 - Photographer II	17.27	
13073 - Photographer III	21.32	
13074 - Photographer IV	26.01	
13075 - Photographer V	31.55	
13110 - Video Teleconference Technician	16.68	
14000 - Information Technology Occupations		
14041 - Computer Operator I	15.04	
14042 - Computer Operator II	17.51	
14043 - Computer Operator III	20.13	
14044 - Computer Operator IV	22.75	
14045 - Computer Operator V	24.82	
14071 - Computer Programmer I	23.00	
14072 - Computer Programmer II	24.90	
14073 - Computer Programmer III	(see I)	
14074 - Computer Programmer IV	(see I)	
14101 - Computer Systems Analyst I	(see I)	
14102 - Computer Systems Analyst II	(see I)	
14103 - Computer Systems Analyst III	(see I)	
14150 - Peripheral Equipment Operator	15.04	
14160 - Personal Computer Support Technician	22.75	
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)	29.46	

Award/Contract	Document No.	Document Title	Page 27 of 33
	A11PC00100	COUNTY OF GILA	

15020 - Aircrew Training Devices Instructor (Rated)	36.56	
15030 - Air Crew Training Devices Instructor (Pilot)	40.22	
15050 - Computer Based Training Specialist / Instructor	29.46	
15060 - Educational Technologist	21.91	
15070 - Flight Instructor (Pilot)	40.22	
15080 - Graphic Artist	21.68	
15090 - Technical Instructor	20.91	
15095 - Technical Instructor/Course Developer	25.58	
15110 - Test Proctor	16.87	
15120 - Tutor	16.87	
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler	9.06	
16030 - Counter Attendant	9.06	
16040 - Dry Cleaner	11.32	
16070 - Finisher, Flatwork, Machine	9.06	
16090 - Presser, Hand	9.06	
16110 - Presser, Machine, Drycleaning	9.06	
16130 - Presser, Machine, Shirts	9.06	
16160 - Presser, Machine, Wearing Apparel, Laundry	9.06	
16190 - Sewing Machine Operator	12.05	
16220 - Tailor	12.81	
16250 - Washer, Machine	9.86	
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)	16.74	
19040 - Tool And Die Maker	22.78	
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator	13.52	
21030 - Material Coordinator	19.58	
21040 - Material Expediter	19.58	
21050 - Material Handling Laborer	11.91	
21071 - Order Filler	12.24	
21080 - Production Line Worker (Food Processing)	13.52	
21110 - Shipping Packer	14.52	
21130 - Shipping/Receiving Clerk	14.52	
21140 - Store Worker I	9.13	
21150 - Stock Clerk	14.39	
21210 - Tools And Parts Attendant	13.52	
21410 - Warehouse Specialist	13.52	
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder	26.77	
23021 - Aircraft Mechanic I	25.34	
23022 - Aircraft Mechanic II	26.77	
23023 - Aircraft Mechanic III	28.40	
23040 - Aircraft Mechanic Helper	17.74	
23050 - Aircraft, Painter	24.07	
23060 - Aircraft Servicer	21.28	
23080 - Aircraft Worker	22.80	
23110 - Appliance Mechanic	18.79	
23120 - Bicycle Repairer	12.92	
23125 - Cable Splicer	29.26	
23130 - Carpenter, Maintenance	17.36	
23140 - Carpet Layer	15.63	
23160 - Electrician, Maintenance	20.14	
23181 - Electronics Technician Maintenance I	18.00	
23182 - Electronics Technician Maintenance II	23.29	
23183 - Electronics Technician Maintenance III	25.37	
23260 - Fabric Worker	14.70	
23290 - Fire Alarm System Mechanic	19.80	
23310 - Fire Extinguisher Repairer	15.17	



Award/Contract	Document No.	Document Title	Page 28 of 33
	A11PC00100	COUNTY OF GILA	

23311 - Fuel Distribution System Mechanic	29.33
23312 - Fuel Distribution System Operator	20.70
23370 - General Maintenance Worker	17.48
23380 - Ground Support Equipment Mechanic	25.34
23381 - Ground Support Equipment Servicer	21.28
23382 - Ground Support Equipment Worker	22.80
23391 - Gunsmith I	15.17
23392 - Gunsmith II	18.14
23393 - Gunsmith III	21.09
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.83
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.95
23430 - Heavy Equipment Mechanic	21.55
23440 - Heavy Equipment Operator	21.23
23460 - Instrument Mechanic	24.18
23465 - Laboratory/Shelter Mechanic	19.62
23470 - Laborer	11.55
23510 - Locksmith	19.50
23530 - Machinery Maintenance Mechanic	25.00
23550 - Machinist, Maintenance	17.73
23580 - Maintenance Trades Helper	13.00
23591 - Metrology Technician I	24.18
23592 - Metrology Technician II	25.25
23593 - Metrology Technician III	26.51
23640 - Millwright	23.72
23710 - Office Appliance Repairer	19.75
23760 - Painter, Maintenance	16.50
23790 - Pipefitter, Maintenance	20.86
23810 - Plumber, Maintenance	19.81
23820 - Pneudraulic Systems Mechanic	21.09
23850 - Rigger	21.09
23870 - Scale Mechanic	18.14
23890 - Sheet-Metal Worker, Maintenance	17.99
23910 - Small Engine Mechanic	16.52
23931 - Telecommunications Mechanic I	22.60
23932 - Telecommunications Mechanic II	26.99
23950 - Telephone Lineman	18.23
23960 - Welder, Combination, Maintenance	17.37
23965 - Well Driller	21.09
23970 - Woodcraft Worker	21.09
23980 - Woodworker	14.71
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.73
24580 - Child Care Center Clerk	16.79
24610 - Chore Aide	10.71
24620 - Family Readiness And Support Services Coordinator	15.56
24630 - Homemaker	18.38
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.78
25040 - Sewage Plant Operator	22.71
25070 - Stationary Engineer	23.78
25190 - Ventilation Equipment Tender	14.81
25210 - Water Treatment Plant Operator	22.71
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.73
27007 - Baggage Inspector	11.01
27008 - Corrections Officer	19.77

Award/Contract	Document No.	Document Title	Page 29 of 33
	A11PC00100	COUNTY OF GILA	

27010 - Court Security Officer	20.49	
27030 - Detection Dog Handler	16.13	
27040 - Detention Officer	19.77	
27070 - Firefighter	21.80	
27101 - Guard I	11.01	
27102 - Guard II	16.13	
27131 - Police Officer I	25.69	
27132 - Police Officer II	28.53	
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator	13.84	
28042 - Carnival Equipment Repairer	15.17	
28043 - Carnival Equipment Worker	9.89	
28210 - Gate Attendant/Gate Tender	14.95	
28310 - Lifeguard	11.90	
28350 - Park Attendant (Aide)	16.73	
28510 - Recreation Aide/Health Facility Attendant	12.21	
28515 - Recreation Specialist	17.99	
28630 - Sports Official	13.33	
28690 - Swimming Pool Operator	19.72	
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer	19.45	
29020 - Hatch Tender	19.45	
29030 - Line Handler	19.45	
29041 - Stevedore I	17.16	
29042 - Stevedore II	21.45	
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77	
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66	
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16	
30021 - Archeological Technician I	17.49	
30022 - Archeological Technician II	19.58	
30023 - Archeological Technician III	24.25	
30030 - Cartographic Technician	24.59	
30040 - Civil Engineering Technician	21.56	
30061 - Drafter/CAD Operator I	17.49	
30062 - Drafter/CAD Operator II	19.84	
30063 - Drafter/CAD Operator III	22.12	
30064 - Drafter/CAD Operator IV	26.82	
30081 - Engineering Technician I	16.02	
30082 - Engineering Technician II	17.98	
30083 - Engineering Technician III	21.48	
30084 - Engineering Technician IV	25.33	
30085 - Engineering Technician V	30.27	
30086 - Engineering Technician VI	34.64	
30090 - Environmental Technician	22.20	
30210 - Laboratory Technician	22.92	
30240 - Mathematical Technician	24.69	
30361 - Paralegal/Legal Assistant I	21.19	
30362 - Paralegal/Legal Assistant II	25.09	
30363 - Paralegal/Legal Assistant III	30.61	
30364 - Paralegal/Legal Assistant IV	37.15	
30390 - Photo-Optics Technician	24.69	
30461 - Technical Writer I	22.49	
30462 - Technical Writer II	27.51	
30463 - Technical Writer III	31.24	
30491 - Unexploded Ordnance (UXO) Technician I	22.74	
30492 - Unexploded Ordnance (UXO) Technician II	27.51	
30493 - Unexploded Ordnance (UXO) Technician III	32.97	
30494 - Unexploded (UXO) Safety Escort	22.74	

Award/Contract	Document No.	Document Title	Page 30 of 33
	A11PC00100	COUNTY OF GILA	

30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 22.12
30621 - Weather Observer, Senior	(see 2) 24.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.17
31030 - Bus Driver	17.45
31043 - Driver Courier	13.84
31260 - Parking and Lot Attendant	10.32
31290 - Shuttle Bus Driver	15.35
31310 - Taxi Driver	10.88
31361 - Truckdriver, Light	15.35
31362 - Truckdriver, Medium	18.71
31363 - Truckdriver, Heavy	19.29
31364 - Truckdriver, Tractor-Trailer	19.29
99000 - Miscellaneous Occupations	
99030 - Cashier	11.86
99050 - Desk Clerk	10.74
99095 - Embalmer	24.27
99251 - Laboratory Animal Caretaker I	10.57
99252 - Laboratory Animal Caretaker II	13.33
99310 - Mortician	28.19
99410 - Pest Controller	14.44
99510 - Photofinishing Worker	13.44
99710 - Recycling Laborer	18.15
99711 - Recycling Specialist	23.31
99730 - Refuse Collector	17.29
99810 - Sales Clerk	12.38
99820 - School Crossing Guard	8.69
99830 - Survey Party Chief	26.46
99831 - Surveying Aide	15.94
99832 - Surveying Technician	22.46
99840 - Vending Machine Attendant	14.89
99841 - Vending Machine Repairer	18.88
99842 - Vending Machine Repairer Helper	14.89

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 31 of 33</b>
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THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 32 of 33</b>
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represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444

<b>Award/Contract</b>	<b>Document No.</b> A11PC00100	<b>Document Title</b> COUNTY OF GILA	<b>Page 33 of 33</b>
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should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



*GILA COUNTY ATTORNEY*  
*Bradley D. Beauchamp*

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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



**Regular BOS Meeting****Meeting Date:** 07/01/2014**Submitted For:** Malissa Buzan, Community Services Division Director  
**Submitted By:** Christine Lopez, Administrative Clerk Specialist, Community Services Division**Department:** Community Services Division **Division:** Comm. Action Program/Housing Servs.

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InformationRequest/Subject

Notice of Intent to Request Release of Funds for Residential Rehabilitation Projects Using RER/Appendix A Tiered Review Protocol

Background Information

The Arizona Department of Housing (ADOH) administers Community Development Block Grant (CDBG) funding for programs through units of local government in some communities that provide emergency repair to properties owned and occupied as the primary resident of low-income homeowners.

ADOH also administers CDBG funding for programs through units of local government and non-profit agencies that provide rehabilitation to certain property types owned and occupied as the primary residence of low-income homeowners.

Evaluation

Gila County Housing Services has or will be applying for funding through the Arizona Department of Housing. If contracts are awarded, ADOH requires that agencies receiving funds submit a Request for Release of Funds. ADOH has changed the process for requesting a release of funds in that they are now allowing for a one-time request to cover multiple contracts and multiple years instead of submitting a request for each contract awarded.

Housing Services will be applying for the following funding through ADOH: Community Development Block Grant and Regional Account and Community Development Block Grant State Special Projects funding. If contracts are awarded and funding is received, it will be used to rehabilitate approximately 14 homes/units to eligible citizens residing in Gila County.

Conclusion

If contracts are awarded to Gila County Housing Services through the Arizona Department of Housing, approval of this request to release funds will ensure that Housing Services is in compliance with any contracts that are awarded.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this Request for Release of Funds.

Suggested Motion

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

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Attachments

Notice of Intent to Request Release of Funds ADOH



## E-12 Request for Release of Funds and Certification

(HUD Form 7015.15/ OMB No. 2506-0087 exp. 10/31/2014)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

### Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Number (Optional) CDBG, SSP, CDBG RA	2. HUD/State Identification Number 86-6004791	3. Recipient Identification Gila County Community Services Div.
4. OMB Catalog Number(s) (CFDA #) 25006-0087	5. Name and Address of Responsible Entity Michael A. Pastor Gila County Board of Supervisors 1400 E. Ash Street Globe, AZ 85501	
6. For information about this request, contact (name and phone number) Malissa Buzan Phone: 928-425-7631		
7. HUD or State Agency and office unit to receive request Arizona Department of Housing	8. Name and address of Recipient (if different than Responsible Entity) Gila County Community Services 5515 S. Apache Ave., Suite 200 Globe, AZ 85501	

The recipient(s) of assistance under the program listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following:

9. Program Activity(ies)/Project Name(s) CDBG – Multiple Projects from FY 13 through FY 16 SSP – Multiple Projects from FY 13 through FY 16 CDBG RA – Multiple Projects from FY 13 through FY 16	10. Location (Street address, city, county state) Locations will vary throughout Gila County, with the exclusions of Indian Reservations and Floodplains.
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#### 11. Program Activity/Project Description

CDBG – Owner Occupied Housing Rehabilitation on a minimum 6 projects per contract per Fiscal Year  
SSP - Owner Occupied Housing Rehabilitation on a minimum 6 projects per contract per Fiscal Year  
CDBG RA - Owner Occupied Housing Rehabilitation on a minimum 2 projects per contract per Fiscal Year

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## Part 2. Environmental Certification (to be completed by Responsible Entity)

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With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the Responsible Entity, certify that:

1. The Responsible Entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the Project(s) named above.
2. The Responsible Entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal ☐ did ☒ did not require the preparation and dissemination of an environmental impact statement.
5. The Responsible Entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the Responsible Entity will advise the recipient (if different from the Responsible Entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated Certifying Official of the Responsible Entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the Responsible Entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as Certifying Officer of the Responsible Entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer Michael A. Pastor, Chairman, Gila County Board of Supervisors
X	Date Signed July 1, 2014
Address of Certifying Officer 1400 E. Ash Street, Globe, Arizona 85501	

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## Part 3. To be completed when the Recipient is not the Responsible Entity

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The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date Signed

**WARNING:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; U.S.C. 3729, 3802)

PREVIOUS EDITIONS ARE OBSOLETE

**ARF-2635**

**Consent Agenda Item 4. C.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

Submitted For: Marian  
Sheppard,  
Clerk, BOS

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

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Pine Strawberry Fuel Reduction, Inc., Special Event Liquor License Applications for September 12-14, and September 20, 2014

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the attached applications and has determined that they have been completed correctly.

Conclusion

This civic organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the Department, the Pine Strawberry Fuel Reduction, Inc., will have used 4 days of the allowable 10 days per year to serve liquor at a special event in 2014.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve these applications to allow the Pine Strawberry Fuel Reduction, Inc., to serve liquor at the Fire on the Rim Mountain Bike Race fund-raising event on September 12-14, 2014, and the fund-raising dinner to benefit Pine Strawberry Fuel Reduction wildfire prevention programs to be held on September 20, 2014.

Suggested Motion

Approval of two Special Event Liquor License Applications submitted by Pine Strawberry Fuel Reduction, Inc. to serve liquor at the Fire on the Rim Mountain Bike Race fund-raising event to be held September 12-14, 2014, and the fund-raising dinner to benefit Pine Strawberry Fuel Reduction wildfire prevention programs to be held on September 20, 2014.

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Attachments

Special Event Application 9-12-14-2014

Special Event Application 9-20-2014

# ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor  
Phoenix, Arizona 85007-2934  
(602) 542-5141

## APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only  
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.**  
PLEASE ALLOW **10** BUSINESS DAYS FOR PROCESSING.

**\*\*Application must be approved by local government before submission to  
Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY  
LICENSE #

1. Name of Organization: Pine Strawberry Fuel Reduction, Inc.
2. Non-Profit/I.R.S. Tax Exempt Number: DLN: 17053155096038 EIN: 26-1648961
3. The organization is a: (check one box only)
- ☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
- ☒ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both

Fund raiser as part of the Fire on the Rim Mountain Bike Race

5. Location of the event: 3180 Bradshaw Drive Pine Gila 85544  
Address of physical location (Not P.O. Box) City County Zip

**Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**

6. Applicant: Brandt Janet 10-03-1952  
Last First Middle Date of Birth
7. Applicant's Mailing Address: PO Box 1407 Pine AZ 85544  
Street City State Zip
8. Phone Numbers: ( 928 ) 978-1278 ( 928 ) 476-3180 ( 928 ) 595-0204  
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>September 12, 2014</u>	<u>Friday</u>	<u>7:00 am</u>	<u>11:00 pm</u>
Day 2:	<u>September 13, 2014</u>	<u>Saturday</u>	<u>7:00 am</u>	<u>11:00 pm</u>
Day 3:	<u>September 14, 2014</u>	<u>Sunday</u>	<u>7:00 am</u>	<u>2:00 pm</u>
Day 4:	<u></u>	<u></u>	<u></u>	<u></u>
Day 5:	<u></u>	<u></u>	<u></u>	<u></u>
Day 6:	<u></u>	<u></u>	<u></u>	<u></u>
Day 7:	<u></u>	<u></u>	<u></u>	<u></u>
Day 8:	<u></u>	<u></u>	<u></u>	<u></u>
Day 9:	<u></u>	<u></u>	<u></u>	<u></u>
Day 10:	<u></u>	<u></u>	<u></u>	<u></u>

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for <sup>3</sup>\_\_\_\_\_ days this year, including this event  
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO  
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL  
EVENT LIQUOR SALES.**

Name Pine Strawberry Fuel Reduction, Inc. 100%  
Percentage

Address PO Box 67 Pine, AZ 85544

Name \_\_\_\_\_ Percentage

Address \_\_\_\_\_  
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have  
any questions regarding the law or this application, please contact the Arizona State Department of Liquor  
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."**

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

<sup>3</sup>\_\_\_\_\_ # Police ☒ Fencing  
<sup>2</sup>\_\_\_\_\_ # Security personnel ☒ Barriers

The venue will be patrolled nightly by reserve members of the Gila County Sheriffs Posse. At least 3 Posse and/or Mounted Posse members  
will provide security during hours of operation. Temporary fencing with a single secured entrance will serve as a barrier to prevent  
unauthorized entrance to the beer garden area.

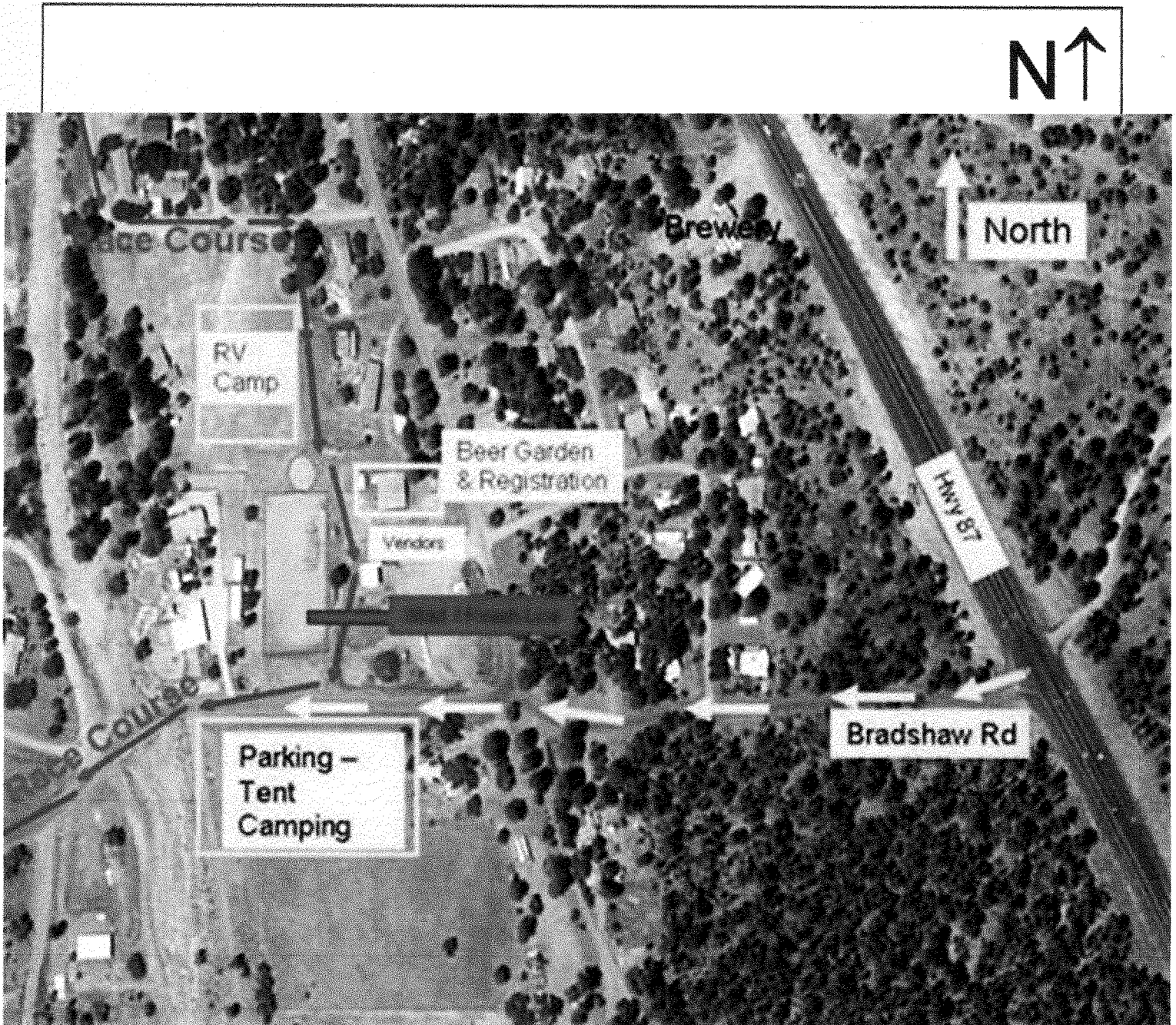
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO  
If yes, does the existing business agree to suspend their liquor license during the time  
period, and in the area in which the special event license will be in use? ☐ YES ☐ NO  
**(ATTACH COPY OF AGREEMENT)**

\_\_\_\_\_  
Name of Business ( ) \_\_\_\_\_  
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors  
under the provisions of your license. The following page is to be used to prepare a diagram of your special  
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control  
measures and security positions.

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

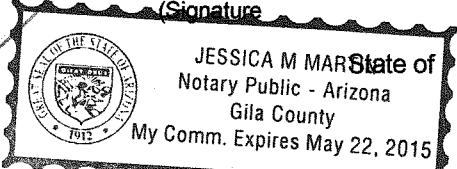
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.





**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

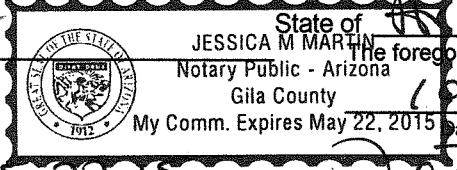
18. I, Janet Brandt declare that I am an Officer/Director/Chairperson appointing the  
(Print full name)  
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Joost Broodt Chairperson June 9, 2014 (928 ) 595-0204  
(Signature) (Title/Position) (Date) (Phone #)  
 Arizona County of Gila  
The foregoing instrument was acknowledged before me this  
10<sup>th</sup> June 2014  
Day Month Year  
Joost Broodt  
(Signature of NOTARY PUBLIC)

My Commission expires on: 5.22.15  
(Date)

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, Janet Brandt declare that I am the APPLICANT filing this application as  
(Print full name)  
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

Joost Broodt State of Arizona County of Gila  
(Signature) (Title/Position) (Date) (Phone #)  
 The foregoing instrument was acknowledged before me this  
10<sup>th</sup> June 2014  
Day Month Year  
Joost Broodt  
(Signature of NOTARY PUBLIC)

My commission expires on: 5.22.15  
(Date)

**You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_ hereby recommend this special event application  
(Government Official) (Title)  
on behalf of \_\_\_\_\_  
(City, Town or County) (Signature of OFFICIAL) (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:

\_\_\_\_\_  
(Employee) (Date)

☐ APPROVED

☐ DISAPPROVED

BY:

\_\_\_\_\_  
(Title) (Date)

**SERIES:**

**15 SPECIAL EVENT LICENSE (Temporary)**

**Non-transferable**

**On-sale retail privileges**

**PURPOSE:**

**Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.**

**ADDITIONAL RIGHTS AND RESPONSIBILITIES:**

**The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.**

**If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.**

**Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.**

**The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.**

**A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.**

**AVERAGE APPROVAL TIME: One (1) to seven (7) days.**

**PERIOD OF ISSUANCE:**

**Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.**

**FEES: \$25.00 per day.**

**ARIZONA STATUTES AND REGULATIONS:**

**ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.**

**Disabled individuals requiring special accommodations please call (602) 542-9027**

# ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor  
Phoenix, Arizona 85007-2934  
(602) 542-5141

## APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only  
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.**  
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

**\*\*Application must be approved by local government before submission to  
Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY  
LICENSE #

1. Name of Organization: Pine Strawberry Fuel Reduction, Inc.
2. Non-Profit/I.R.S. Tax Exempt Number: DLN: 17053155096038 EIN: 26-1648961
3. The organization is a: (check one box only)
- ☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
- ☒ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both

Fund raiser dinner to benefit Pine Strawberry Fuel Reduction wildfire prevention programs.

5. Location of the event: 10379 West Fossil Creek Rd Strawberry Gila 85544  
Address of physical location (Not P.O. Box) City County Zip
- Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**

6. Applicant: Brandt Janet 10-03-1952  
Last First Middle Date of Birth
7. Applicant's Mailing Address: PO Box 1407 Pine AZ 85544  
Street City State Zip
8. Phone Numbers: ( 928 ) 978-1278 ( 928 ) 476-3180 ( 928 ) 595-0204  
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>September 20, 2014</u>	<u>Saturday</u>	<u>2:00 pm</u>	<u>9:00 pm</u>
Day 2:	<u></u>	<u></u>	<u></u>	<u></u>
Day 3:	<u></u>	<u></u>	<u></u>	<u></u>
Day 4:	<u></u>	<u></u>	<u></u>	<u></u>
Day 5:	<u></u>	<u></u>	<u></u>	<u></u>
Day 6:	<u></u>	<u></u>	<u></u>	<u></u>
Day 7:	<u></u>	<u></u>	<u></u>	<u></u>
Day 8:	<u></u>	<u></u>	<u></u>	<u></u>
Day 9:	<u></u>	<u></u>	<u></u>	<u></u>
Day 10:	<u></u>	<u></u>	<u></u>	<u></u>

\*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for <sup>4</sup>\_\_\_\_\_ days this year, including this event  
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO  
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL  
EVENT LIQUOR SALES.**

Name Pine Strawberry Fuel Reduction, Inc. 100%  
Percentage

Address PO Box 67 Pine, AZ 85544

Name \_\_\_\_\_ Percentage \_\_\_\_\_

Address \_\_\_\_\_  
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have  
any questions regarding the law or this application, please contact the Arizona State Department of Liquor  
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

<sup>0</sup> \_\_\_\_\_ # Police ☒ Fencing  
<sup>4</sup> \_\_\_\_\_ # Security personnel ☒ Barriers

This fundraiser dinner will be held outside in a roped/fenced off area. Security personnel will be at the front entrance and will also patrol the event  
to ensure that beer and wine provided at the dinner will not leave the premises.

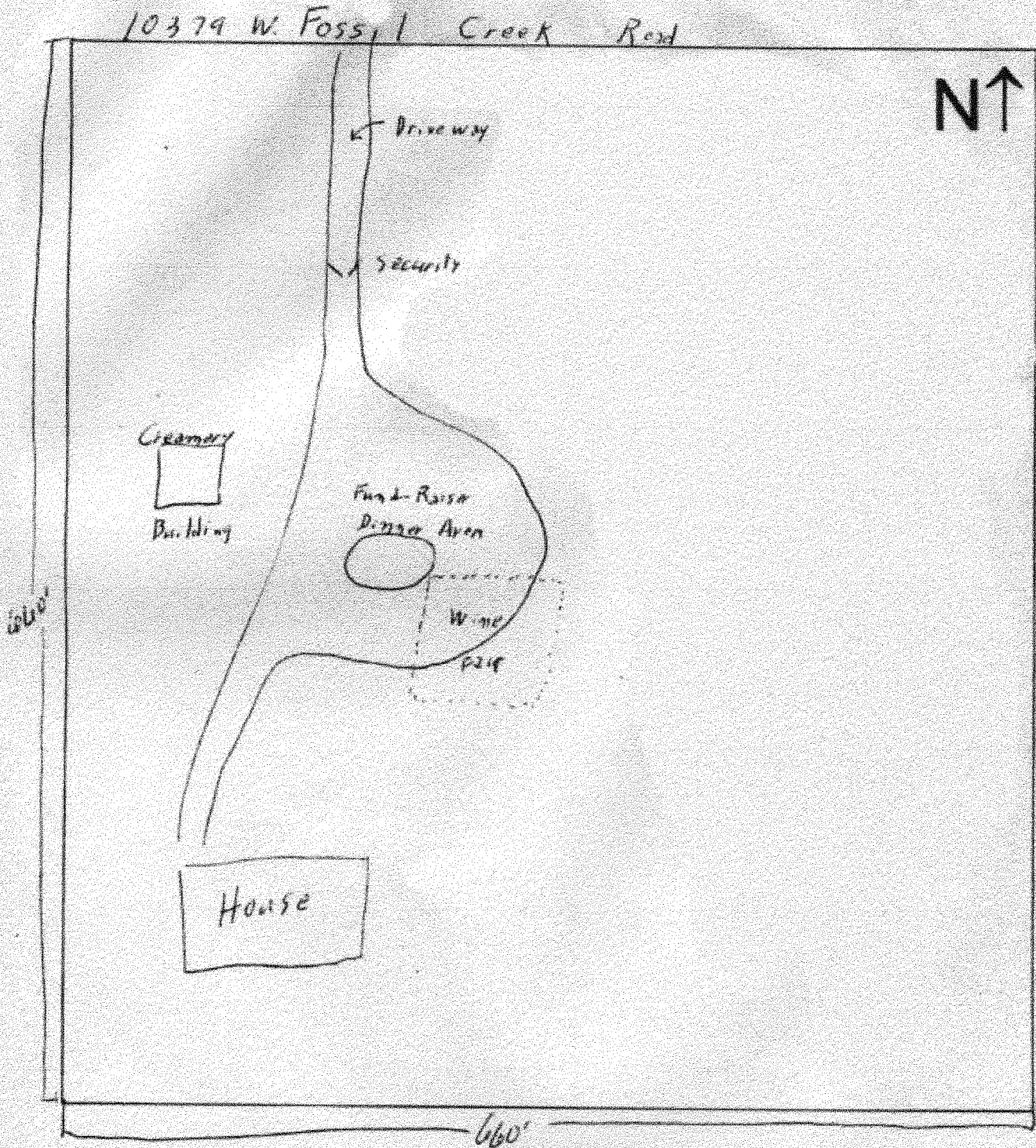
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO  
If yes, does the existing business agree to suspend their liquor license during the time  
period, and in the area in which the special event license will be in use? ☐ YES ☐ NO  
**(ATTACH COPY OF AGREEMENT)**

\_\_\_\_\_  
Name of Business ( ) \_\_\_\_\_  
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors  
under the provisions of your license. The following page is to be used to prepare a diagram of your special  
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control  
measures and security positions.

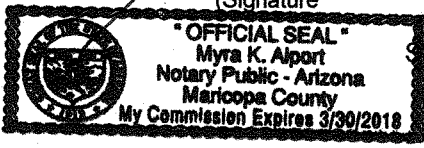
**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



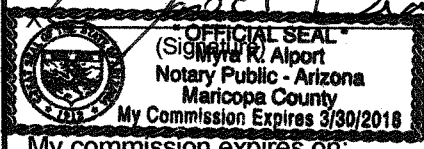
**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, Janet Brandt declare that I am an Officer/Director/Chairperson appointing the  
(Print full name)  
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Janet Brandt Director June 9, 2014 (928 ) 595-0204  
(Signature) (Title/Position) (Date) (Phone #)  
 State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this  
12 June 2014  
Day Month Year  
My Commission expires on: 3/30/2018 (Date)  
Myra K. Alport (Signature of NOTARY PUBLIC)

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, Janet Brandt declare that I am the APPLICANT filing this application as  
(Print full name)  
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

Janet Brandt State of Arizona County of Maricopa  
The foregoing instrument was acknowledged before me this  
12 June 2014  
Day Month Year  
 My commission expires on: 3/30/2018 (Date)  
Myra K. Alport (Signature of NOTARY PUBLIC)

**You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_ hereby recommend this special event application  
(Government Official) (Title)  
on behalf of \_\_\_\_\_  
(City, Town or County) (Signature of OFFICIAL) (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:

\_\_\_\_\_  
(Employee) (Date)

☐ APPROVED

☐ DISAPPROVED

BY:

\_\_\_\_\_  
(Title) (Date)

**SERIES:            15 SPECIAL EVENT LICENSE (Temporary)**

**Non-transferable  
On-sale retail privileges**

**PURPOSE:**

**Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.**

**ADDITIONAL RIGHTS AND RESPONSIBILITIES:**

**The applicant for a special event license must request a special event application from the Department and file the application with the governing body of the city or town, or Board of Supervisors of an unincorporated area of a county (where the special event is to take place) for approval or disapproval. Some local governing bodies may require approximately 60 days prior notice.**

**If the application is approved by the local authority, and the event meets the requirements for granting the license, the Director will issue a special event license to the qualifying organization.**

**Qualifying organizations will be granted a special event license for no more than ten (10) days in a calendar year. Events must be held on consecutive days and at the same location or additional licenses will be required. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.**

**The qualified organization must receive at least twenty-five percent (25 %) of the gross revenues of the special event liquor sales.**

**A person selling spirituous liquor under a special event license must purchase the spirituous liquor from the holder of a license authorized to sell off-sale; *except that*, in the case of a non-profit organization which has obtained a special event license for the purpose of charitable fund raising activities, a person may receive the spirituous liquor from a wholesaler as a donation.**

**AVERAGE APPROVAL TIME: One (1) to seven (7) days.**

**PERIOD OF ISSUANCE:**

**Issued for no more than a cumulative total of ten (10) days in a calendar year. A special event may be held for more than one (1) day, but it must be held on consecutive days and at the same location or additional licenses will be required.**

**FEES:    \$25.00 per day.**

**ARIZONA STATUTES AND REGULATIONS:**

**ARS 4-203.02, 4-244, 4-261; Rule R19-1-228, R19-1-235, R19-1-309.**

**Disabled individuals requiring special accommodations please call (602) 542-9027**

**ARF-2622**

**Consent Agenda Item 4. D.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

Submitted For: Marian  
Sheppard,  
Clerk, BOS

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

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Isabelle Hunt Memorial Public Library Special Event Liquor License Application for October 11, 2014

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the attached application and has determined that it has been completed correctly.

Conclusion

This charitable organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the DLLC, the Isabelle Hunt Memorial Public Library of Pine, Arizona, will have used 1 day of the allowable 10 days to serve liquor at a special event in 2014.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application to allow the Isabelle Hunt Memorial Public Library to serve liquor a fund-raising event to be held at the Isabelle Hunt Memorial Public Library 6124 N. Randall Place, in Pine, Arizona to be held on October 11, 2014.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Isabelle Hunt Memorial Public Library of Pine, Arizona, to serve liquor at a fund-raising event to be held on October 11, 2014.

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Attachments

Isabelle Hunt Special Event Liquor License Application



# ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor  
Phoenix, Arizona 85007-2934  
(602) 542-5141

## APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.**  
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

**\*\*Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLLC USE ONLY

LICENSE #

1. Name of Organization: Isabelle Hunt Memorial Public Library
2. Non-Profit/I.R.S. Tax Exempt Number: 86-030811
3. The organization is a: (check one box only)
- ☒ Charitable    ☐ Fraternal (must have regular membership and in existence for over 5 years)
- ☐ Civic    ☐ Religious    ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☒ on-site consumption    ☐ off-site consumption (auction)    ☐ both

Raise funds to purchase library materials.

5. Location of the event: 6124 N. Randall Pl    Pine    Gila    85544  
Address of physical location (Not P.O. Box)    City    County    Zip

**Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**

6. Applicant: Waer    Becky    Lynn    12-18-1953  
Last    First    Middle    Date of Birth

7. Applicant's Mailing Address: 515 W. Laredo Loop    Payson    AZ    85541  
Street    City    State    Zip

8. Phone Numbers: ( 928 ) 476-3678    ( 928 ) 476-3678    ( 928 ) 978-6162  
Site Owner #    Applicant's Business #    Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>October 11, 2014</u>	<u>Saturday</u>	<u>3pm</u>	<u>7pm</u>
Day 2:	<u></u>	<u></u>	<u></u>	<u></u>
Day 3:	<u></u>	<u></u>	<u></u>	<u></u>
Day 4:	<u></u>	<u></u>	<u></u>	<u></u>
Day 5:	<u></u>	<u></u>	<u></u>	<u></u>
Day 6:	<u></u>	<u></u>	<u></u>	<u></u>
Day 7:	<u></u>	<u></u>	<u></u>	<u></u>
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Day 10:	<u></u>	<u></u>	<u></u>	<u></u>

\*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
☐ YES ☒ NO (attach explanation if yes)

11. This organization has been issued a special event license for 1 days this year, including this event  
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO  
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL EVENT LIQUOR SALES.**

Name Isabelle Hunt Memorial Public Library 100%  
Percentage

Address PO Box 229 6124 N. Randall Pl Pine AZ 85544-0299

Name \_\_\_\_\_  
Percentage

Address \_\_\_\_\_  
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
**"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."**

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

       # Police ☐ Fencing  
3 # Security personnel ☒ Barriers

Gila County Sheriff Posse (Volunteer Organization)

Library parking lot will be roped off for the safety of participants.

16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO  
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO

**(ATTACH COPY OF AGREEMENT)**

\_\_\_\_\_  
Name of Business ( ) Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, Becky L. Waer declare that I am an Officer/Director/Chairperson appointing the  
(Print full name)  
applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Becky L. Waer Library Manager / Event Chair 6/5/2014 (928 ) 476-3678  
(Signature) (Title/Position) (Date) (Phone #)



MARY LOU MYERS  
Notary Public - State of Arizona  
GILA COUNTY  
My Commission Expires Nov. 14, 2016

State of ARIZONA

County of GILA

The foregoing instrument was acknowledged before me this

10 Day June Month 2014 Year

My Commission expires on: 11/14/2016  
(Date)

Mary Lou Myers  
(Signature of NOTARY PUBLIC)

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, Becky L. Waer declare that I am the APPLICANT filing this application as  
(Print full name)  
listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Becky L. Waer State of ARIZONA County of GILA  
(Signature) The foregoing instrument was acknowledged before me this



MARY LOU MYERS  
Notary Public - State of Arizona  
GILA COUNTY  
My Commission Expires Nov. 14, 2016

10 Day June Month 2014 Year

Mary Lou Myers  
(Signature of NOTARY PUBLIC)

**You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_ hereby recommend this special event application  
(Government Official) (Title)  
on behalf of \_\_\_\_\_  
(City, Town or County) (Signature of OFFICIAL) (Date)

**FOR DLLC DEPARTMENT USE ONLY**

Department Comment Section:

\_\_\_\_\_  
(Employee) (Date)

☐ APPROVED

☐ DISAPPROVED

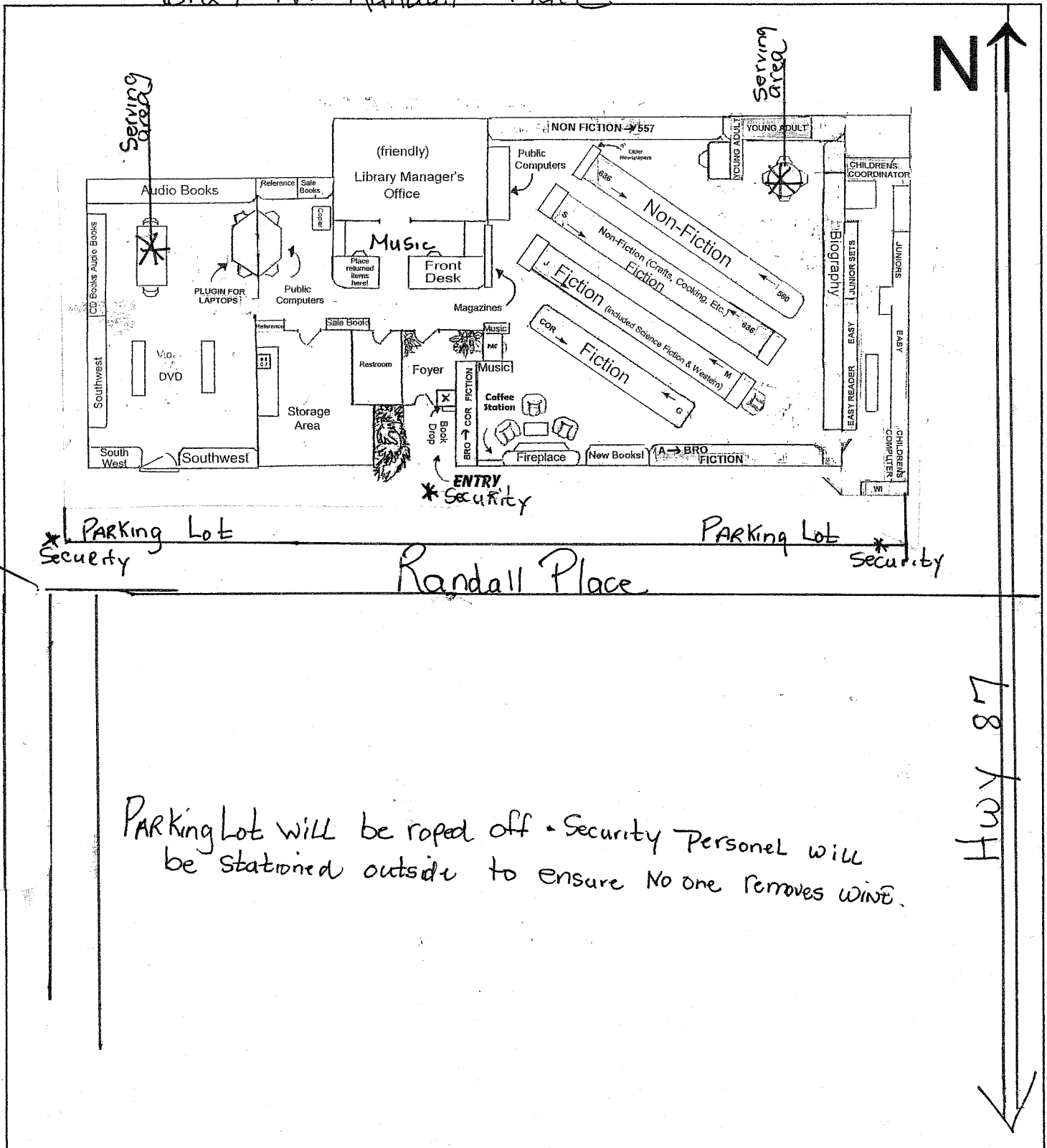
BY:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.

Isabelle Hunt Memorial Public Library  
6124 N. Randall Place



**ARF-2637**

**Consent Agenda Item 4. E.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

Submitted For: Sarah White, Submitted By:

Chief  
Administrative  
Officer

Marian Sheppard, Clerk, BOS, Clerk of  
the Board of Supervisors

Department: Sheriff's Office

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Information

Request/Subject

CORPS Local Boards Updated Membership

Background Information

Gila County has two local boards that oversee the Correctional Officers Retirement Plan (CORP) of which certain Sheriff's Office employees are enrolled. One local board is for Dispatchers of the Gila County Sheriff's Office, and one local board is for Detention Officers and Non-Uniformed Officers of the Gila County Sheriff's Office.

Per A.R.S. §38-893, these local boards are comprised of the following membership: the Chairman of the Gila County Board of Supervisors (BOS) or another Supervisor as recommended by the Chairman and appointed by the BOS; a Citizen who must be the head of the local governing board's personnel commission and is appointed by the BOS; one other Citizen who is appointed by the BOS; and two Members who are elected by secret ballot by other Members of the local board and are presented to the BOS for its "acknowledgment" of the new member's appointment or re-appointment.

Evaluation

A review of these local boards has been conducted and it was realized that there needs to be some one-time adjustments to board members' dates of service in order to align with the correct terms of office. Information for both local boards is being presented to the BOS for the BOS to take action on two Citizens and to be informed of the status of the elected Members for each local board.

Ophelia James, Chairman of the Gila County Personnel Commission, resigned from the Personnel Commission on August 19, 2013. Ms. James' term of office on both local boards expired on December 31, 2013, so there is a vacancy on both local boards which needs to be filled by the head of the Gila County Personnel Commission. Ken Volz is currently the Chairman of the Personnel Commission, so he needs to be appointed to both local boards.

Ed Carpenter has served as a Citizen on both local boards for many years. His current term is due to expire on November 1, 2014. In order to align his term of service with the correct term of office, Mr. Carpenter needs to be reappointed to serve from November 2, 2014, through December 31, 2015.

Conclusion

The BOS is being requested to re-appoint Ed Carpenter, represented on both local boards as a Citizen, for the term beginning November 2, 2014, through December 31, 2015. This will be a one-time adjustment to align Mr. Carpenter's term with the correct term of office, which is January 1, 2012, through December 31, 2015.

The BOS is also being requested to appoint Ken Volz, Chairman of the Gila County Personnel Commission, to fill a vacancy on both local boards and to be represented as a Citizen, who is the head of the local governing body's personnel commission. His term of service will be July 1, 2014, through December 31, 2017. His term of office also ends on December 31, 2017.

#### Recommendation

It is recommended that the BOS approve the appointment of Ken Volz and reappointment of Ed Carpenter to both local CORP boards.

#### Suggested Motion

Approval to appoint Ken Volz, represented as a Citizen and head of the Gila County Personnel Commission, to the Correctional Officers Retirement Board (CORP) Local Board for Detention Officers and Non-Uniformed Officers and to the CORP Local Board for Dispatchers to fill a vacancy for the term beginning July 1, 2014, through December 31, 2017; and to re-appoint Ed Carpenter, represented as a Citizen, to the same two CORP Local Boards for the term of November 2, 2014, through December 31, 2015, in order to align Mr. Carpenters' term of service with the correct term of office.

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#### Attachments

CORP Local Board for Detention Officers and Non-Uniformed Officers

CORP Local Board for Dispatchers

CORRECTIONAL OFFICERS RETIREMENT PLAN LOCAL BOARD OF DIRECTORS-  
FOR GILA COUNTY SHERIFF'S OFFICE DETENTION OFFICERS AND NON-UNIFORMED OFFICERS  
(Proposed to the BOS on 7/1/14 and if approved, the list will be as follows)

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Mike Pastor (appointed by BOS)	B	A (01/10/12)	-	01/10/12-12/31/15	01/01/12-12/31/15
<del>Ophelia James-CITIZEN (appointed by BOS and head of Personnel Commission)</del>	<del>B</del>	<del>A (01/10/12)</del>	<del>-</del>	<del>01/10/12-01/09/14</del> Resigned 08/19/13	<del>01/10/12-12/31/13</del>
Ken Volz-CITIZEN (appointed by BOS and head of Personnel Commission)	B	B (07/01/14) (vacancy created by Ophelia James)	-	07/01/14- 12/31/17	01/01/14-12/31/17
Ed Carpenter-CITIZEN (appointed by BOS)	B	C (07/01/14)	11 years	<del>11/02/10-11/01/14</del> 11/02/14-12/31/15 (a one-time adjustment to align with term of office)	01/01/12-12/31/15
Swede Carlson-MEMBER (elected by Plan members) (An election needs to be held to either re-elect Swede or another Plan member to serve until 12/31/15. This will be a one-time adjustment to the term of incumbent to align with the term of office through 12/31/15.)	C	C (01/10/12)	9 years?	<del>04/08/10-04/07/12</del> (3/13/13 minutes state he was re-elected from 5/21/12 to 5/21/14.)	01/01/12-12/31/15 This will be the corrected term.
Richard Hobson-MEMBER (elected by Plan members) (An election needs to be held to either re-elect Richard or another Plan member to serve until 12/31/17. This will be a one-time adjustment to the term of incumbent to	C	A (01/10/12)	-	<del>04/08/10-04/07/14</del> (This term expired and there is no record of an election being held to re-appoint him.)	01/01/14-12/31/17 This will be the corrected term.

align with the term of office through 12/31/17.)					
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<sup>1</sup> Appointment Information:

- A. Date of creation: August 16, 2004
- B. The powers and duties of the Local Board are outlined in A.R.S. §38-893.
- C. The Local Board is comprised of 5 members of which one member represents the Board of Supervisors (BOS) Chairman and is appointed by the BOS; 2 members represent “Citizens” and are appointed by the BOS; and 2 members are elected by secret ballot by those members of the CORP and who are employees of Gila County. The BOS “acknowledges” those 2 board member appointments.
- D. Per statute, terms of office are for 4 years, with terms staggered 2 years apart so that 1 Member’s and 1 Citizen’s term of office will end on the same date; and the other Member’s and Citizen’s term of office will end on the same date 2 years apart from the other Member and Citizen. **Note: Some one-time adjustments will be made to the terms of incumbent and terms of office in order to align this board with statutory requirements.**

<sup>2</sup> Appointment Designation:

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

<sup>3</sup> Appointment Type

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



CORRECTIONAL OFFICERS RETIREMENT PLAN LOCAL BOARD OF DIRECTORS-  
FOR GILA COUNTY SHERIFF'S OFFICE DISPATCHERS  
(Proposed to the BOS on 7/1/14 and if approved, the list will be as follows)

Name of Member & Appointment Info. <sup>1</sup>	Appointment Designation <sup>2</sup>	Appointment Type <sup>3</sup> & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Mike Pastor (appointed by BOS)	B	A (01/10/12)	-	01/10/12-12/31/15	01/01/12-12/31/15
<del>Ophelia James-CITIZEN (appointed by BOS and head of Personnel Commission)</del>	<del>B</del>	<del>A (01/10/12)</del>	<del>-</del>	<del>01/10/12-01/09/14</del> Resigned 08/19/13	<del>01/10/12-12/31/13</del>
Ken Volz-CITIZEN (appointed by BOS and head of Personnel Commission)	B	B (07/01/14) (vacancy created by Ophelia James)	-	07/01/14- 12/31/17	01/01/14-12/31/17
Ed Carpenter-CITIZEN (appointed by BOS)	B	C (07/01/14)	11 years	<del>11/02/10-11/01/14</del> 11/02/14-12/31/15 (a one-time adjustment to align with term of office)	01/01/12-12/31/15
<del>Lyndi Lopez-MEMBER (elected by Plan members)</del> VACANCY	<del>C</del>	<del>A (01/10/12)</del>	<del>-</del>	<del>04/08/10-04/07/12</del> (7/9/13 minutes state she was re-elected but didn't state the term.) Resigned from Gila County on 11/3/13. An election will be held to fill this vacancy through 12/31/17.	01/01/14-12/31/17 This will be the corrected term.
<del>Chadwick Peters-MEMBER (elected by Plan members)</del> VACANCY	<del>C</del>	<del>A (01/10/12)</del>	<del>-</del>	<del>04/08/10-04/07/14</del> Resigned from Gila County on 2/5/14. An election will be held to fill this vacancy through 12/31/15.	01/01/14-12/31/15 This will be the corrected term.

<sup>1</sup> Appointment Information:  
A. Date of creation: August 16, 2004

- B. The powers and duties of the Local Board are outlined in A.R.S. §38-893.
- C. The Local Board is comprised of 5 members of which one member represents the Board of Supervisors (BOS) Chairman and is appointed by the BOS; 2 members represent “Citizens” and are appointed by the BOS; and 2 members are elected by secret ballot by those members of the CORP and who are employees of Gila County. The BOS “acknowledges” those 2 board member appointments.
- D. Per statute, terms of office are for 4 years, with terms staggered 2 years apart so that 1 Member’s and 1 Citizen’s term of office will end on the same date; and the other Member’s and Citizen’s term of office will end on the same date 2 years apart from the other Member and Citizen. **Note: Some one-time adjustments will be made to the terms of incumbent and terms of office in order to align this board with statutory requirements.**

<sup>2</sup> Appointment Designation:

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

<sup>3</sup> Appointment Type

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

**ARF-2615**

**Consent Agenda Item 4. F.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

Submitted For: Eric Mariscal, Submitted By: Cate Gore, Administrative Clerk,  
Elections Director Elections Department

Department: Elections Department

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Information

Request/Subject

East Verde Park Fire District Governing Board Appointment.

Background Information

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

Evaluation

At the East Verde Park Fire District Governing Board meeting of April 21, 2014, the Governing Board appointed Ardith L. Hogan to complete Mary Cambier's term of office, who passed away, which expires on December 31, 2016.

Conclusion

Ardith L. Hogan has agreed to serve out the term of Mary Cambier.

Recommendation

The Elections Department recommends that the Board of Supervisors acknowledge the the appointment of Ardith L. Hogan as the new governing board member for the East Verde Park Fire District.

Suggested Motion

Acknowledgment of the appointment of Ardith Hogan to the East Verde Park Fire District Governing Board to complete Mary Cambier's unexpired term of office through December 31, 2016.

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Attachments

East Verde Park

## LOYALTY OATH OF OFFICE

STATE OF ARIZONA )  
: ss.  
COUNTY OF GILA )

I, hereby do solemnly swear that I, Arnth L. Hogen,  
will support the Constitution of the United States and the Constitution and Laws  
of the State of Arizona; that I will bear true faith and allegiance to the same and  
defend them against all enemies whatsoever, foreign and domestic, and that I will  
faithfully and impartially discharge the duties of Governing Board Member, for  
the East Verde Park Fire District Board district, so help me God.

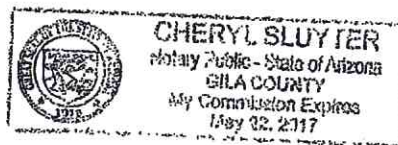
Arnth L. Hogen  
Signature

Subscribed and sworn to before me this 19th day of May, 2014

Cheryl Sluyter  
Notary Public

My Commission Expires:

May 22, 2017



**East Verde Park Fire District Board  
Meeting Minutes from Monday, April 21st, 2014**

**Call to Order**

The regular meeting of the East Verde Park Fire District Board (EVPFD) herein referred to as The Board, was called to order at 6:40 pm by Matalyn Gardner.

**Roll Call**

Present were Matalyn Gardner, Polly Weaver, Jim Hinton and Tamara Kinnaman.

**Approval of minutes from last meeting**

The board reviewed the meeting minutes from the Monday, March 17th, 2014 meeting. There was one correction noted. On unfinished business, item #4 stated that Matalyn would be following up with Marti DeMasi on the fire break/fuel break, when actually she was going to do that on item #1, regarding fire reduction/prevention. Polly Weaver made a motion the minutes be approved with the one item changed and Jim Hinton seconded. All were in favor. Motion passed and minutes accepted.

**Financial Report**

Matalyn Gardner gave the financial report, due to Mary Cambier's passing. The starting balance was \$47,001.19. The distribution (taxes received) were \$3,374.32. The journal fund interest allocation (interest earned on the fund) was \$0.10. Warrant #8223865, in the amount of \$863.00 was paid to Crabdree Insurance. The ending balance is \$49,512.61, with a change in balance of \$2,511.42.

The Board has not received a bill from the Town of Payson as of today, for fire contract services. This will need to be paid by the end of the fiscal year, which is June.

Polly Weaver made a motion that we accept the financial report as given and Jim Hinton seconded. All in favor.

**Current Events**

The Gila county Department of Elections sent the Board special



district board member candidate forms for the two Board positions that are ending this year. The two positions effected are for Matalyn Gardner and Tamara Kinnaman. The first date partisan candidates can file petitions is Monday, April 28<sup>th</sup>, 2014 and the last date is Wednesday, May 28<sup>th</sup>, 2014. If two people sign up, an election does not have to occur. According to the filing paperwork, this results in significant cost savings for our District. Matalyn has written a post in the Spring EVP Newsletter regarding this. It reads, "Two board seats come up for reelection this fall – mine and Tamara Kinnaman. I'm not sure that either of us has made a firm decision on what we will do, but there has appeared to be a lack of interest in the board in recent years and it would be good to find that we have people in the community willing to serve. To qualify, you must live in East Verde Park and be registered to vote in Gila County. If you're interested, please contact me or any Fire Board member and you will be provided with the information and forms required. You should also attend meetings to understand the needs and responsibilities of the board."

During further discussion, it was brought up that resident Ardith Hogan has indicated interest in being on the Board.

#### **Correspondence/New Business**

Two Agenda items were switched, due to an error in placement. Therefore, Item #1 on Correspondence/New Business was placed in Unfinished Business and Item #6 on Unfinished Business was placed in Correspondence/New Business. Apologies for the error.

1. Ardith Hogan has indicated an interest in taking a position on the Board, due to the sad and untimely death of Mary Cambier. Polly Weaver made a motion that we acknowledge the passing of Mary Cambier and that she is no longer a Board member. Jim Hinton seconded the motion. All were in favor of filling Mary's vacant Board position. Polly Weaver made a recommendation that we accept Ardith Hogan as a member of the EVPFD Board. Jim Hinton seconded the motion. All were in favor. Tamara Kinnaman made a motion that Ardith Hogan be nominated for the position of Treasurer. Jim Hinton seconded the motion and all Board members were in favor. Matalyn Gardner will be meeting with Ardith and supplying her with the required documents to complete her Oath of Office for the Board position with Gila County.

### Unfinished Business

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

1. Proposed annual budget.

Matalyn Gardner will supply Ardith Hogan with the financial paperwork and forms needed for the budget to be completed. This will be reviewed at the next Board meeting on May 19<sup>th</sup>, 2014. Matalyn will be following up with one of Mary's Son's to arrange to pick up any financial documents from her home.

2. Dumpster & Chipper

Up for vote was the Board paying for one of the dumpsters for brush debris removal. The next dumpster is scheduled for May 1<sup>st</sup>. The dumpster is scheduled to be here for 1 week. Residents are encouraged to bring their brush to the location designated behind the clubhouse. The cost of a dumpster is \$150.00 and the cost for a chipper is \$250.00. Polly Weaver made a motion that the Board approve the cost of paying for the dumpster and for a chipper if needed, for the May 1<sup>st</sup> dumpster. Jim Hinton seconded. All were in favor.

3. Water Bladder update

Matalyn reported that she had met with a fire representative, who gave her an estimated cost breakdown of what it will cost for EVP to have a bladder. He feels that Gila County will donate the sand, so that will be a cost that we will not have to pay. The Town of Payson or Gila County will supply the bladder and the sand bags. The cost of labor was \$1,056.00, materials and parts \$600.00, \$0.00 for the bladder and \$0.00 for the sandbags. Total cost of \$1,656.00. She spoke with Todd Wheeler, an East Verde resident who owns a tree cutting business. He has indicated that he has the equipment to do the dirt work and would be willing to donate his time and work with the fire department personnel to complete this task within their guidelines. The Lot being considered for the water bladder would be at the intersection of Wayne Drive and Mary Patricia, which is owned by the EVP HOA. Dan Bramble spoke to Matalyn also. He said that the bladder is 20,000 gallons and covers an area of 20' x 30'. In measuring the lot in question, the dimensions are 60' along Wayne Dr and 42' along Mary Patricia, if the Shed on the lot is moved, 28' if not. Todd thought that



his equipment would be capable of lifting and moving the shed. The lot closest to the Clubhouse is also being considered, for one bladder, or as a location for a 2<sup>nd</sup> bladder placement. EVP would then have 2 bladders, one before 2<sup>nd</sup> crossing and one after, providing for excellent coverage in EVP. EVP Resident John Gilligan has stated that he would be willing to contact the owner of lot closest to the Clubhouse to discuss selling it to EVP. It was also brought up that our interest rates would be lowered if we had adequate water storage in the community specifically for fire suppression. Matalyn distributed an estimated cost breakdown to each Fire Board Member and 2 photos of the bladder that was constructed at Freedom Acres. This information will be displayed on the EVPFDB for view by residents. The only items not included in the cost is a fence and the cost of plumbing. The Payson Fire Dept will fill the tank with water for free and they will also maintain the bladder. This item is not on the agenda for approval at this time. Board members agreed that Matalyn should continue to research this issue and report back on any further information she obtains. Tamara Kinnaman made a motion that Matalyn continue to research the water bladder for EVP and Polly Weaver seconded. All were in favor.

#### 4. Early Warning System/Disaster Plan/Emergency

Jim Hinton reported that the two individuals he was working with, Larry Coury and the Hellsgate Firefighter, have passed away. He is going to have to go back to the State to try and find the best contacts for setting up a reverse 911 system. He will report on this as he gathers information regarding the costs for setting up the system.

#### 5. Fire Reduction/Prevention

Tamara Kinnaman took photos of the properties that Mary Cambier and Jim Hinton listed as needing attention regarding fire prevention. Mary gave Tamara a few different formats for letters that have been sent to residents in the past. Tamara will be sending these letters to Matalyn for review. All Board members agreed that she could then make a recommendation on which format to use and letters will then be mailed out, with photos enclosed. A homeowners list of addresses will be forwarded to Tamara by Polly. Compliance is voluntary.

#### 6. Fire Permits/Leaf burning incident on Helen Drive

Tamara Kinnaman spoke to Monica at the Payson Fire Department



and verified that it is their policy that there are no issuance of fire permits in EVP. She also left another message for Lt. Tim Scott to report on any findings reference the leaf burning incident on Helen Drive, but had not received a response at the time of this meeting. It was discussed and the consensus was that the matter has been taken care of and the organizations involved are aware of what transpired. No further action will be taken.

#### **Arizona Legislative Updates Regarding Fire Board Districts**

Nothing to report.

#### **Call to the Public**

This is the time for the public to comment. Members of the Board may not discuss items that are not on the agenda. Therefore, action taken as a result of public comments will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date. No residents were in attendance for public comment.

#### **Future Meeting Dates and Items for Future Agendas**

The next Board meeting will be held on Monday, May 19th, 2014 at 6:30 PM.

1. Update on water bladders
2. Letters for homeowners regarding fire prevention
3. Reverse 911 system
4. Annual Budget - Draft
5. Fire Break/Fuel Break Update

#### **Adjournment**

Polly Weaver made a motion that the meeting be adjourned. Seconded by Jim Hinton. All were in favor. Meeting was adjourned at 7:55 pm, Monday, April 21st, 2014.

Respectfully submitted,

  
Tamara Kinnaman

Clerk of the Board of EVPFD

Any person with any disability may request a reasonable accommodation,

by contacting any Board Member. Requests should be made as early as possible to arrange the accommodation.



## Arizona State Legislature

Bill Number Search: 

Fifty-first Legislature - Second Regular Session

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

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

B. If a vacancy occurs on the district board other than from expiration of a term, the remaining board members shall fill the vacancy by appointment of an interim member. If the entire board resigns or for any reason cannot fulfill its duties, the board of supervisors shall appoint an administrator to administer the district with the same duties and obligations of the elected board. If the board of supervisors fails to appoint an administrator within thirty days, a special election shall be held to fill the vacancies on the fire district board.

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

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

E. The district board shall elect from its members a chairman and a clerk.

F. Of the members first elected to district boards consisting of three members, the two people receiving the first and second highest number of votes shall be elected to four-year terms, and the person receiving the third highest number of votes shall be elected to a two-year term. Of the members first elected to district boards consisting of five members, the three people receiving the first, second and third highest number of votes shall be elected to four-year terms, and the two people receiving the fourth and fifth highest number of votes shall be elected to two-year terms.

Thereafter, the term of office of each district board member shall be four years from the first day of the month next following such member's election. Of the members elected as additional members to a five member district board, the person with the highest number of votes is elected to a four-year term and the person with the second highest number of votes is elected to a two-year term. If a district resolves to increase the governing board to seven members pursuant to subsection A, the governing board may appoint two additional members to serve until the next general election. After the general election at which the two additional members are elected, the newly elected member with the highest number of votes serves a four-year term and the other member serves a two-year term. Thereafter, the term of office for these two new members is four years.

**ARF-2638**

**Consent Agenda Item 4. G.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

**Reporting Period:** February 2014 and May 2014

**Submitted For:** Dorothy Little **Submitted By:** Dorothy Little, Justice of the  
Peace-Payson Region, Justice  
Court-Payson Regional

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### **Information**

#### **Subject**

Payson Regional Justice of the Peace's Office Monthly Reports for February 2014 and May 2014

#### **Suggested Motion**

Acknowledgment of the February 2014 and May 2014 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

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### **Attachments**

May 2014

February 2014

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: May 2014

	CRIMINAL TRAFFIC			
	D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
Pending 1st of Month	81	6	141	228
Filed	13	0	22	35
Transferred In	0	0	0	0
SUBTOTAL	94	6	163	263
Transferred Out	0	0	0	0
Other Terminations	7	1	12	20
TOTAL TERMINATIONS	7	1	12	20
Statistical Correction	0	0	0	0
Pending End of Month	87	5	151	243

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

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
172	3	0	175	0	2	2	0	173

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

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

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
437	270	0	707	0	9	238	247	0	460

Civil Traffic Hearings Held: **2**

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)									
Filed	63	Trans In	0	TOTAL	63				

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: May 2014

MISDEMEANOR								
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
465	34	0	499	0	46	46	0	453
47	0	0	47	0	0	0	0	47
512	34	0	546	0	46	46	0	500

## TRIALS HELD

Misdemeanor Court/FTA Trials Held:

1

Misdemeanor/FTA Jury Trials Held:

0

FELONY								
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
29	3	0	32	0	8	8	0	24

Felony Preliminary Hearings Held:

0

Felony, Misdemeanor, Criminal Traffic Initial: Appearances:

98

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

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: May 2014

### CIVIL COMPLAINTS

	Small Claims	Forcible Detainer/ Eviction Action	Other Civil	TOTAL
	(a)	(b)	(c)	(d)
Pending 1st of Month	50	20	251	321
Filed	7	4	53	64
Transferred In	0	0	0	0
<b>SUBTOTAL</b>	<b>57</b>	<b>24</b>	<b>304</b>	<b>385</b>
Transferred Out	0	0	0	0
Other Terminations	3	5	23	31
<b>TOTAL TERMINATIONS</b>	<b>3</b>	<b>5</b>	<b>23</b>	<b>31</b>
Statistical Correction	0	0	0	0
Pending End of Month	54	19	281	354

Small Claims Hearings Held/Defaults: **1**                      Civil Court Trials Held: **7**

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

### DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	10	10	0	10
Harassment	7	6	2	8

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

Order of Protection: **6**                      Injunction Against: **2**

### SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed:	0	Fugitive Complaints Filed:	0
Juvenile Hearings Held:	0	Search Warrants Issued:	9

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report

Month/Year: May 2014

### WARRANTS OUTSTANDING

#### TRAFFIC WARRANTS OUTSTANDING

D.U.I. 141

Serious Violations 8

All Other Violations 454

**TRAFFIC TOTAL** 603

#### CRIMINAL WARRANTS OUTSTANDING

Felony 125

Misdemeanor 674

**CRIMINAL TOTAL** 799

**MAIL BY THE 20TH WORKING DAY OF MONTH:**

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

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

  
Signature of the Judge/Magistrate (or designee)

Dorothy A. Little  
Name of Preparer

6-12-14  
Date of Preparation



PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

MAY, 2014	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 92.70	\$ 4.64	\$ 88.06
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	\$ 48.74		\$ 48.74
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 142.50	\$ 7.13	\$ 135.37
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ 7.50	\$ 0.38	\$ 7.12
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,187.00		\$ 1,187.00
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 5,578.18	\$ 278.91	\$ 5,299.27
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 1,820.00	\$ 91.00	\$ 1,729.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 698.03	\$ 34.90	\$ 663.13
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 694.04	\$ 34.70	\$ 659.34
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 2,188.18	\$ 109.41	\$ 2,078.77
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 10,852.54	\$ 542.63	\$ 10,309.91
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 830.64	\$ 41.53	\$ 789.11
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 150.91	\$ 7.55	\$ 143.36
Extra DUI Assessment \$500	ZGFUD	0912000-000-000-2061-00	T912-2061	\$ 1,517.07	\$ 75.85	\$ 1,441.22
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 360.27		\$ 360.27
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 308.63	\$ 15.43	\$ 293.20
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 669.06		\$ 669.06
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 706.53	\$ 35.33	\$ 671.20
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 2,250.31		\$ 2,250.31
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 894.92	\$ 44.75	\$ 850.17
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,542.94	\$ 77.15	\$ 1,465.79
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,513.53	\$ 75.68	\$ 1,437.85
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 189.16	\$ 9.46	\$ 179.70
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 1.67	\$ 0.08	\$ 1.59
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 90.50	\$ 4.53	\$ 85.97
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 648.64	\$ 32.43	\$ 616.21
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 12.00	\$ 0.60	\$ 11.40
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 4.00	\$ 0.20	\$ 3.80
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 21.52	\$ 1.08	\$ 20.44
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ 400.00	\$ 20.00	\$ 380.00
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 73.02	\$ 3.65	\$ 69.37
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 3,858.52	\$ 192.93	\$ 3,665.59
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 27.25	\$ 1.36	\$ 25.89
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 2,183.00	\$ 109.15	\$ 2,073.85
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 871.91		\$ 871.91
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 581.26		\$ 581.26
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ -	\$ -	\$ -
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 28.67	\$ 1.43	\$ 27.24
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 790.78	\$ 39.54	\$ 751.24
DUI Abatement	ZDUIA		STATE	\$ 250.00	\$ 12.50	\$ 237.50
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 150.00	\$ 7.50	\$ 142.50
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,237.04		\$ 1,237.04
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 651.99		\$ 651.99
Game and Fish - Wildlife	ZGF		STATE	\$ 107.16	\$ 5.36	\$ 101.80
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 3,187.82	\$ 159.39	\$ 3,028.43
Registrar of Contractors	ZRCA		STATE	\$ 53.80	\$ 2.69	\$ 51.11
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 36.24	\$ 1.81	\$ 34.43
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ -	\$ -	\$ -
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 49,510.17</b>	<b>\$ 2,082.66</b>	<b>\$ 47,427.51</b>
				<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>		<b>\$ 47,427.51</b>

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
6/2/14	5134	\$ 43,246.89	GILA COUNTY TREASURER
	5135	\$ 6,263.28	ARIZONA STATE TREASURER
		\$ -	GILA COUNTY BAD CHECK PROGRAM
		\$ -	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		<b>\$ 49,510.17</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for MAY, 2014.

DOROTHY A. LITTLE  
Gila County Justice of the Peace

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 1 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: February 2014

CRIMINAL TRAFFIC			
D.U.I. (a)	Serious* Violations (b)	All Other Violations (c)	TOTAL (d)
85	8	152	245
11	0	25	36
0	0	0	0
96	8	177	281
0	0	0	0
22	5	25	52
ONS 22	5	25	52
0	0	0	0
74	3	152	229

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

TRAFFIC FAILURE TO APPEAR**								
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
166	7	0	173	0	3	3	0	170

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

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

CIVIL TRAFFIC									
Pending 1st of Month	Filed	Trans In	SUB- TOTAL	Trans Out	Default Judg- ment	Other Term.	TOTAL TERM.	Stat. Corr.	Pending End of Month
488	261	0	749	1	12	281	294	0	455

Civil Traffic Hearings Held: 4

VIOLATIONS OF A.R.S. 28-702.01 AND 28-702.04 (Part of Civil Traffic Above)					
Filed	107	Trans In	0	TOTAL	107

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

Court ID: 404

Page 2 Processing

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: February 2014

MISDEMEANOR								
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Tran Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
452	31	0	483	0	48	48	0	435
49	1	0	50	0	0	0	0	50
501	32	0	533	0	48	48	0	485

## TRIALS HELD

Misdemeanor Court/FTA Trials Held:

1

Misdemeanor/FTA Jury Trials Held:

0

FELONY								
Pending 1st of Month (a)	Filed (b)	Trans In (c)	SUB TOTAL (d)	Trans Out (e)	Other Term (f)	TOTAL TERM (g)	Stat. Corr. (h)	Pending End of Month (j)
25	2	0	27	0	3	3	0	24

Felony Preliminary Hearings Held:

0

Felony, Misdemeanor, Criminal Traffic Initial: Appearances: 109

LOCAL NON-CRIMINAL ORDINANCES						
	Pending 1st of Month	Filed	SUB- TOTAL	Terminated	Stat. Corr.	Pending End of Month
Parking	0	0	0	0	0	0
Non-Parking	0	0	0	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 3 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report Month/Year: February 2014

CIVIL COMPLAINTS				
	Small Claims	Forcible Detainer/ Eviction Action	Other Civil	TOTAL
	(a)	(b)	(c)	(d)
Pending 1st of Month	52	19	233	304
Filed	2	3	38	43
Transferred In	0	0	0	0
<b>SUBTOTAL</b>	<b>54</b>	<b>22</b>	<b>271</b>	<b>347</b>
Transferred Out	0	0	0	0
Other Terminations	2	3	20	25
<b>TOTAL TERMINATIONS</b>	<b>2</b>	<b>3</b>	<b>20</b>	<b>25</b>
Statistical Correction	0	0	0	0
Pending End of Month	52	19	251	322

Small Claims Hearings Held/Defaults: 0 Civil Court Trials Held: 3

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

### DOMESTIC VIOLENCE/HARASSMENT PETITIONS

	Filed	Order Issued	Petition Denied	TOTAL TERM.
Domestic Violence	6	6	0	6
Harassment	13	7	5	12

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

Order of Protection: 2 Injunction Against: 0

### SPECIAL PROCEEDINGS/ACTIVITIES

Peace Bond Complaints Filed: 0 Fugitive Complaints Filed: 0  
Juvenile Hearings Held: 0 Search Warrants Issued: 11

# LIMITED JURISDICTION COURTS MONTHLY STATISTICAL REPORT

## Page 4 Processing

Court ID: 404

County: PAYSON REGIONAL JUSTICE COURT

Report

Month/Year: February 2014

### WARRANTS OUTSTANDING

#### TRAFFIC WARRANTS OUTSTANDING

D.U.I.	145
Serious Violations	10
All Other Violations	470
<b>TRAFFIC TOTAL</b>	<b>625</b>


#### CRIMINAL WARRANTS OUTSTANDING

Felony	126
Misdemeanor	693
<b>CRIMINAL TOTAL</b>	<b>819</b>

**MAIL BY THE 20TH WORKING DAY OF MONTH:**

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

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

  
Signature of the Judge/Magistrate (or designee)

  
Name of Preparer

3-17-14  
Date of Preparation

PAYSON JUSTICE COURT TREASURER'S RECAP FY2013

FEBRUARY, 2014	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 65.58	\$ 3.28	\$ 62.30
Arson Detection Reward Fund 41-2167D	ZADRF	0901000-000-000-2061-00	T901-2061	\$ -	\$ -	\$ -
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	\$ 78.21	\$ -	\$ 78.21
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 61.75	\$ 3.09	\$ 58.66
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ 3.25	\$ 0.16	\$ 3.09
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,423.81	\$ -	\$ 1,423.81
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 6,690.78	\$ 334.54	\$ 6,356.24
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 2,170.00	\$ 108.50	\$ 2,061.50
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 859.65	\$ 42.98	\$ 816.67
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 490.81	\$ 24.54	\$ 466.27
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,645.22	\$ 82.26	\$ 1,562.96
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 13,224.04	\$ 661.20	\$ 12,562.84
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 996.38	\$ 49.82	\$ 946.56
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ 139.30	\$ 6.97	\$ 132.33
Extra DUI Assessment \$500	ZGFUD	0912000-000-000-2061-00	T912-2061	\$ 1,742.64	\$ 87.13	\$ 1,655.51
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 563.31	\$ -	\$ 563.31
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 218.29	\$ 10.91	\$ 207.38
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 1,046.13	\$ -	\$ 1,046.13
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 499.57	\$ 24.98	\$ 474.59
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 1,116.00	\$ -	\$ 1,116.00
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ 387.53	\$ 19.38	\$ 368.15
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,850.64	\$ 92.53	\$ 1,758.11
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,810.79	\$ 90.54	\$ 1,720.25
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 226.31	\$ 11.32	\$ 214.99
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 5.50	\$ 0.28	\$ 5.22
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 170.75	\$ 8.54	\$ 162.21
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 724.27	\$ 36.21	\$ 688.06
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 5.00	\$ 0.25	\$ 4.75
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 20.43	\$ 1.02	\$ 19.41
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ 100.00	\$ 5.00	\$ 95.00
Probation Surcharge 2006 (\$10.00)	ZPRS6	0871000-000-000-2061-00	T871-2061	\$ 97.91	\$ 4.90	\$ 93.01
Probation Surcharge 2009 (\$20.00)	ZPRS9	0871000-000-000-2061-00	T871-2061	\$ 4,670.77	\$ 233.54	\$ 4,437.23
Probation Surcharge \$5.00	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 8.07	\$ 0.40	\$ 7.67
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 901.00	\$ 45.05	\$ 855.95
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 1,295.74	\$ -	\$ 1,295.74
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 863.82	\$ -	\$ 863.82
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ 30.00	\$ 1.50	\$ 28.50
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 180.38	\$ 9.02	\$ 171.36
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 513.65	\$ 25.68	\$ 487.97
DUI Abatement	ZDUIA		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 65.00	\$ 3.25	\$ 61.75
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 2,038.85	\$ -	\$ 2,038.85
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,305.81	\$ -	\$ 1,305.81
Game and Fish - Wildlife	ZGF		STATE	\$ 50.27	\$ 2.51	\$ 47.76
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund	ZPCOF		STATE	\$ 2,634.89	\$ 131.74	\$ 2,503.15
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ 26.17	\$ 1.31	\$ 24.86
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ 75.00	\$ -	\$ 75.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 237.82	\$ 11.89	\$ 225.93
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
<b>TOTALS</b>				<b>\$ 53,331.09</b>	<b>\$ 2,176.22</b>	<b>\$ 51,154.87</b>
				<b>TOTAL ADJUSTED BALANCE VERIFICATION</b>		<b>\$ 51,154.87</b>

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
3/6/14	5081	\$ 46,388.65	GILA COUNTY TREASURER
	5082	\$ 6,641.51	ARIZONA STATE TREASURER
	5083	\$ 75.00	GILA COUNTY BAD CHECK PROGRAM
	5084	\$ 225.93	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		<b>\$ 53,331.09</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for FEBRUARY, 2014.

DOROTHY A. LITTLE  
Gila County Justice of the Peace

**ARF-2623**

**Consent Agenda Item 4. H.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

**Reporting Period:** Recorder's Office Monthly Report for April 2014

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

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**Information**

**Subject**

Recorder's Office Monthly Report for April 2014

**Suggested Motion**

Acknowledgment of the April 2014 monthly activity report submitted by the Recorder's Office.

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**Attachments**

Recorder's April 2014 Monthly Report



## **GILA COUNTY RECORDER**

### **REPORT FOR THE MONTH OF APRIL 2014**

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

  
Sadie Jo Bingham, Gila County Recorder



GRANT # \_\_\_\_\_

REMITTING AGENCY Recorder (120)[illegible]

Approved Signature: Robert D. Bingham Title: Recorder

TREASURER By James M. M. Date 6/3/61

127414

# GILA COUNTY RECORDER

Report for April 2014

GILA COUNTY RECORDER					
Report for April 2014					
SECTION I		CREDIT	DEBIT	TOTAL	EXPLANATION
1005 (GENERAL FUND)	PAID INTO SUSPENSE ACCT	\$4,973.00	\$0.00	\$4,973.00	
	PAID OUT OF SUSPENSE ACCT	\$0.00	\$7,360.60	\$7,360.60	
	RECORDING FEES	\$8,447.10	\$131.82	\$8,315.28	Check Order
	REFUNDS- EXCESS FEES	\$0.00	\$10.00	\$10.00	
	INTEREST PD TO ACCT	\$0.58	\$0.00	\$0.58	
Staled Checks		\$0.00			
TOTAL 1005 FUNDS		\$13,420.68	\$7,502.42	\$5,918.26	
SECTION II					
	7145 FUND (RECORDER)	\$3,795.00	\$0.00	\$3,795.00	
	7146 FUND (MINING - 80% STATE TREAS)	\$12.00	\$12.00	\$0.00	
	7146 FUND (MINING - 20% RECORDER)	\$3.00	\$0.00	\$3.00	
	7147 FUND (COMPUTER SVCS)	\$7,881.45	\$0.00	\$0.00	
TOTAL SEC II FUNDS		\$11,691.45	\$12.00	\$11,679.45	
COMBINED TOTALS - TOTAL FEES COLLECTED		\$25,112.13	\$7,514.42	\$17,597.71	

Sadie Bingham					<b>New Fiscal Year Form</b>	
Gila County Recorder						
	<b>FY</b>	<b>2013-2014</b>				
<b>Month</b>	<b>No of Doc.</b>	<b>Recorder Storage &amp; Retrieval 7145</b>	<b>Recording Fees 1005</b>	<b>Computer Svcs 7147</b>	<b>Mining fees 7146</b>	<b>Recorder Check to Treasurer</b>
<b>July</b>	1,329	4,891.50	14,550.45	873.52	4.00	20,319.47
<b>Aug</b>	1,389	5,386.50	14,030.06	745.00	19.00	20,180.56
<b>Sept</b>	1,129	4,274.50	18,983.29	15,975.96	12.00	39,245.75
<b>Oct</b>	1,046	4,382.00	8,489.03	943.55	1.00	13,815.58
<b>Nov</b>	1,289	4,831.50	13,157.69	212.10	7.00	18,208.29
<b>Dec</b>	1,053	4,035.50	12,905.89	1,370.00	12.00	18,323.39
<b>Jan</b>	931	3,475.00	4,279.89	12,518.16		20,273.05
<b>Feb</b>	1,234	4,606.00	5,893.48	2,837.50	1.00	13,337.98
<b>Mar</b>	1,031	3,799.25	13,330.14	7,735.00	1.00	24,865.39
<b>Apr</b>		3,795.00	5,918.26	7,881.45	3.00	17,597.71
<b>May</b>						0.00
<b>June</b>						0.00
<b>Total</b>	<b>10,431</b>	<b>43,477</b>	<b>111,538.18</b>	<b>51,092.24</b>	<b>60.00</b>	<b>206,167.17</b>
<b>Fiscal Year</b>		<b>206,167.17</b>				
<b>All Monies</b>						

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP  
N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-  
ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-  
TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1  
copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(\$76.00)	\$3.00	\$0.00	(\$73.00)
ADOR-M	STATE OF ARIZONA - DEPT OF REVENUE	(\$109.57)	\$54.80	\$0.00	(\$54.77)
ADOT	AZ DEPT OF TRANS	(\$273.00)	\$0.00	\$0.00	(\$273.00)
APS	APS/COPIES	(\$185.00)	\$0.00	\$0.00	(\$185.00)
APSR	APS/RECORDINGS	(\$494.00)	\$0.00	\$0.00	(\$494.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(\$98.00)	\$16.00	\$0.00	(\$82.00)
AWC	ARIZONA WATER COMPANY	(\$206.00)	\$0.00	\$0.00	(\$206.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(\$1,830.00)	\$16.00	\$0.00	(\$1,814.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(\$2,042.00)	\$0.00	\$0.00	(\$2,042.00)
CARD	Cardon Hiatt / The Vineyard Group	(\$105.00)	\$0.00	\$0.00	(\$105.00)
CRSI	Colorado Records Sooner Inc	(\$100.00)	\$12.00	\$0.00	(\$88.00)
CTS	COMPLETE TITLE SOLUTIONS	(\$39.00)	\$10.00	\$0.00	(\$29.00)
DS	DATA SERVICES	(\$1,000.00)	\$18.00	(\$18.00) ✓	(\$1,000.00)
EPN	eRecording Partners Network	(\$1,000.00)	\$0.00	\$0.00	(\$1,000.00)
EQUIT	EQUITY SERVICES	(\$146.00)	\$14.00	\$0.00	(\$132.00)
EXCEL	EXCEL DOCUMENT SERVICES	(\$25.00)	\$0.00	\$0.00	(\$25.00)
FARES	CORELOGIC	(\$996.40)	\$190.00	\$0.00	(\$806.40)
FATM	FIRST AMERICAN MICROFICHE	(\$978.40)	\$251.80	\$0.00	(\$726.60)
FB	FLOYD BLEAK / NANCY SHEPPARD	(\$549.00)	\$0.00	\$0.00	(\$549.00)
FNDS	LPS APPLIED ANALYTICS	(\$238.20)	\$190.00	(\$1,250.00)	(\$1,298.20)
GCCD	GILA COUNTY COMMUNITY DEVELOPMENT	\$164.50	\$0.00	\$0.00	\$164.50
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(\$28.00)	\$24.00	(\$100.00)	(\$104.00)
IMAPP	IMAPP, INC	(\$53.40)	\$0.00	\$0.00	(\$53.40)
INDECOMM	INDECOMM	(\$1,000.00)	\$59.00	(\$59.00) ✓	(\$1,000.00)
INDEPTH	INDEPTH SOLUTIONS INC	(\$48.00)	\$28.00	\$0.00	(\$20.00)
Ingeo	Ingeo - eRecording	(\$1,055.00)	\$456.00	(\$456.00) ✓	(\$1,055.00)
IRS	INTERNAL REVENUE SERVICE	(\$82.00)	\$72.00	(\$72.00) ✓	(\$82.00)
LA001	First American Title Lenders Advantage	(\$428.50)	\$0.00	\$0.00	(\$428.50)
MHK	MORRIS HALL KINGHORN	(\$266.00)	\$0.00	\$0.00	(\$266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(\$877.00)	\$0.00	\$0.00	(\$877.00)
NewAcct1	Applied Technology Resources Inc	(\$200.00)	\$0.00	\$0.00	(\$200.00)
NTC	NATIONWIDE TITLE CLEARING	\$0.00	\$0.00	(\$1,000.00) ✓	(\$1,000.00)
PIONE	PIONEER TITLE AGENCY FICHE	(\$521.00)	\$175.00	\$0.00	(\$346.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(\$7,229.00)	\$3,610.00	\$0.00	(\$3,619.00)
Public Works Floodplain	Gila County	(\$100.00)	\$0.00	\$0.00	(\$100.00)

M,ADOT,APS,APSR,ARARS,AWC,AZDOR,AZDORI,AZRE/COPIES,AZRE/RECORDING,CARD,CRSI,CTS,DOCUT,DS,EP  
 N,EQUIT,ERAY,EXCEL,FARES,FATM,FATR2,FB,FNDS,GCCD,HANSEN-  
 ENGINEERING,IMAPP,INDECOMM,INDEPTH,Ingeo,IRS,IRS2,LA001,MHK,NBOA,NBOAC,NDTS-  
 TSG,NewAcct1,NTC,PIONE,PTP2,Public Works Floodplain,RSSI,RUI,simplifile,SOUTHWES DIV,TD,Title 1  
 copy,tyler,VOTER

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
RSSI	RECORD SEARCHING SERVICES INC	(\$146.00)	\$24.00	\$0.00	(\$122.00)
RUI	RESEARCH UNLIMITED INC	(\$93.00)	\$0.00	\$0.00	(\$93.00)
simplifile	Simplifile - eRecording	(\$1,089.00)	\$2,137.00	(\$2,018.00) ✓	(\$970.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(\$1,104.20)	\$0.00	\$0.00	(\$1,104.20)
TD	Timely Documents	(\$100.00)	\$0.00	\$0.00	(\$100.00)
<b>Totals</b>		<b>(\$24,746.17)</b>	<b>\$7,360.60</b>	<b>(\$4,973.00)</b>	<b>(\$22,358.57)</b>

# Bank Deposit

From 04/01/2014 To 04/30/2014

3553 Apr 3, 2014 previousday / 3600 \$18.00 \$18.00 Bank Account

Total \$25,111.55 \$25,111.55  
Non-Deposit Total (\$10,983.60) (\$10,983.60)  
Deposit Total \$14,127.95 \$14,127.95  
Total Till Over/Short \$0.00

## Journal Activity

Account		Debits	Credits	Net
<b>Asset</b>				
1005 Suspense Pre Pay Accounts	1005 Suspense - Prepay	\$4,618.60	(\$1,350.00)	\$3,268.60
Cash	Cash/Check	\$14,127.95	\$0.00	\$14,127.95
D-1005-120-01-4612-003	Postage(deferred)	\$9.00	(\$9.00)	\$0.00
D-1005-120-01-4612-023	Recording Fee(deferred)	\$27.00	(\$27.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval(deferred)	\$36.00	(\$36.00)	\$0.00
E Transfer	Electronic Transfers	\$3,623.00	\$0.00	\$3,623.00
	<b>Total</b>	<b>\$22,441.55</b>	<b>(\$1,422.00)</b>	<b>\$21,019.55</b>
<b>Liability</b>				
1005 Suspense Charge Accounts	1005 Suspense - Charge	\$72.00	(\$72.00)	\$0.00
	<b>Total</b>	<b>\$72.00</b>	<b>(\$72.00)</b>	<b>\$0.00</b>
<b>Expense</b>				
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Revenue</b>				
1005-120-01-4612-001	Copies	\$0.00	(\$404.00)	(\$404.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$72.00)	(\$72.00)
1005-120-01-4612-003	Postage	\$0.00	(\$722.60)	(\$722.60)
1005-120-01-4612-005	Affidavit of Property Value	\$0.00	(\$346.00)	(\$346.00)
1005-120-01-4612-008	Additional Transaction Fee	\$0.00	(\$39.00)	(\$39.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$34.00)	(\$34.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$58.00)	(\$58.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$6,706.50)	(\$6,706.50)
1005-120-01-4612-026	Refunds	\$0.00	(\$10.00)	(\$10.00)
1005-120-01-4612-027	Fax	\$0.00	(\$55.00)	(\$55.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$3,795.00)	(\$3,795.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$3.00)	(\$3.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$12.00)	(\$12.00)
7147-120-01-4612-013	Microfiche	\$0.00	(\$3.00)	(\$3.00)
7147-120-01-4612-018	Voter	\$0.00	(\$196.25)	(\$196.25)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$7,682.20)	(\$7,682.20)
eRecording	eRecording	\$2,670.00	(\$3,551.00)	(\$881.00)
	<b>Total</b>	<b>\$2,670.00</b>	<b>(\$23,689.55)</b>	<b>(\$21,019.55)</b>
	<b>Total</b>	<b>\$25,183.55</b>	<b>(\$25,183.55)</b>	<b>\$0.00</b>

## Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash Cash/Check	\$14,127.95	\$0.00	\$14,127.95
	Range Total	\$14,127.95	\$0.00	\$14,127.95

# Bank Deposit

From 04/01/2014 To 04/30/2014

## Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,218.50	
Check	\$12,909.45	
Total Deposit	\$14,127.95	

## Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
3451	Apr 1, 2014	2_ReceiptStation1_Tue / 3497	\$597.00	\$597.00		Bank Account
3452	Apr 1, 2014	12_Payson_Tue / 3498	\$133.00	\$133.00		Bank Account
3453	Apr 2, 2014	3_ReceiptStation1_Wed / 3500	\$697.00	\$697.00		Bank Account
3454	Apr 3, 2014	4_ReceiptStation1_Thu / 3501	\$408.00	\$408.00		Bank Account
3455	Apr 3, 2014	14_Payson_Thu / 3502	\$296.00	\$296.00		Bank Account
3456	Apr 4, 2014	5_ReceiptStation1_Fri / 3503	\$1,070.80	\$1,070.80		Bank Account
3457	Apr 4, 2014	15_Payson_Fri / 3504	\$269.00	\$269.00		Bank Account
3458	Apr 7, 2014	1_ReceiptStation1_Mon / 3505	\$1,649.00	\$1,649.00		Bank Account
3459	Apr 7, 2014	11_Payson_Mon / 3506	\$184.00	\$184.00		Bank Account
3460	Apr 8, 2014	2_ReceiptStation1_Tue / 3508	\$339.00	\$339.00		Bank Account
3461	Apr 8, 2014	12_Payson_Tue / 3507	\$63.00	\$63.00		Bank Account
3462	Apr 9, 2014	3_ReceiptStation1_Wed / 3509	\$1,866.00	\$1,866.00		Bank Account
3463	Apr 9, 2014	13_Payson_Wed / 3510	\$116.50	\$116.50		Bank Account
3464	Apr 10, 2014	14_Payson_Thu / 3512	\$196.00	\$196.00		Bank Account
3465	Apr 10, 2014	4_ReceiptStation1_Thu / 3511	\$7,208.20	\$7,208.20		Bank Account
3466	Apr 11, 2014	5_ReceiptStation1_Fri / 3513	\$502.00	\$502.00		Bank Account
3467	Apr 11, 2014	15_Payson_Fri / 3514	\$255.00	\$255.00		Bank Account
3468	Apr 14, 2014	11_Payson_Mon / 3516	\$237.00	\$237.00		Bank Account
3469	Apr 14, 2014	1_ReceiptStation1_Mon / 3515	\$533.00	\$533.00		Bank Account
3470	Apr 15, 2014	2_ReceiptStation1_Tue / 3517	\$500.00	\$500.00		Bank Account
3471	Apr 15, 2014	12_Payson_Tue / 3518	\$167.00	\$167.00		Bank Account
3472	Apr 16, 2014	3_ReceiptStation1_Wed / 3519	\$538.00	\$538.00		Bank Account
3473	Apr 16, 2014	13_Payson_Wed / 3520	\$111.00	\$111.00		Bank Account
3474	Apr 17, 2014	4_ReceiptStation1_Thu / 3521	\$514.00	\$514.00		Bank Account
3475	Apr 17, 2014	14_Payson_Thu / 3522	\$117.00	\$117.00		Bank Account
3476	Apr 18, 2014	5_ReceiptStation1_Fri / 3523	\$556.00	\$556.00		Bank Account
3477	Apr 18, 2014	15_Payson_Fri / 3524	\$210.00	\$210.00		Bank Account
3478	Apr 21, 2014	1_ReceiptStation1_Mon / 3525	\$548.00	\$548.00		Bank Account
3479	Apr 21, 2014	11_Payson_Mon / 3526	\$130.00	\$130.00		Bank Account
3480	Apr 22, 2014	2_ReceiptStation1_Tue / 3527	\$642.00	\$642.00		Bank Account
3481	Apr 22, 2014	12_Payson_Tue / 3528	\$238.00	\$238.00		Bank Account
3482	Apr 23, 2014	13_Payson_Wed / 3529	\$118.00	\$118.00		Bank Account
3483	Apr 23, 2014	3_ReceiptStation1_Wed / 3530	\$373.00	\$373.00		Bank Account
3484	Apr 24, 2014	14_Payson_Thu / 3532	\$199.00	\$199.00		Bank Account
3485	Apr 24, 2014	4_ReceiptStation1_Thu / 3531	\$503.80	\$503.80		Bank Account
3486	Apr 25, 2014	5_ReceiptStation1_Fri / 3533	\$468.00	\$468.00		Bank Account
3487	Apr 25, 2014	15_Payson_Fri / 3534	\$417.00	\$417.00		Bank Account
3488	Apr 28, 2014	1_ReceiptStation1_Mon / 3535	\$629.25	\$629.25		Bank Account
3489	Apr 28, 2014	11_Payson_Mon / 3536	\$96.00	\$96.00		Bank Account
3490	Apr 29, 2014	12_Payson_Tue / 3538	\$306.00	\$306.00		Bank Account
3491	Apr 29, 2014	2_ReceiptStation1_Tue / 3537	\$314.00	\$314.00		Bank Account
3492	Apr 30, 2014	3_ReceiptStation1_Wed / 3540	\$371.00	\$371.00		Bank Account
3493	Apr 30, 2014	13_Payson_Wed / 3539	\$301.00	\$301.00		Bank Account
3552	Apr 17, 2014	previousday / 3599	\$107.00	\$107.00		Bank Account





ARIZONA STATE TREASURER'S OFFICE  
1700 West Washington, Phoenix, Arizona 85007-2812  
(602) 604-7800 FAX: (602) 542-7176

STATE REMITTANCE REPORT

Report Period: April 2014  
Date: 06 / 13 / 2014  
Depositor Code # 5393

Prepared By: Kaycee Stratton  
Title: Chief Deputy Recorder  
Phone #: 928-402-8734

Depositor Name: Gila County Recorder  
Address: 1400 E. Ash St.  
Globe, AZ

**negative amounts are not to be used on this form**  
(contact this Office for guidance regarding negative entries)

DESCRIPTION	STATUTE (ARS #)	AMOUNT
<b>FINES &amp; FEES</b>		
Confidential Inter Fund	08-135; 12-284.03A8	
Juvenile Family Counseling	08-263C	
Victim's Rights - Juvenile	08-418; 41-191.08	
AHCCCS	11-292	
JCEF-Filing Fees	12-284.03A7; 22-281C1; 22-404C1	
JCEF - Time Payment	12-116B	
JCEF - Diversion Fee	12-114	
JCEF- Probation Assessment	12-114.01	
DNA Penalty Assessment	12-116.01C, J	
Domestic Violence	12-284.03A2	
Drug Prevention Res Center	12-284.03; 41-2402H	
Child Abuse	12-284.03A3	
Sex Offender Assessment	13-3824	
Anti-Racketeering Fund	13-811B; 13-2314.01	
Drug & Gang Enforce Acct	13-811C; 41-2402	
Community Punishment		
Program Drug Fines	13-821; 12-299	
Citizens Clean Election Fund	16-949D; 16-954C	
Game & Fish - Wildlife	17-313A	
AZ Lengthy Trial Fund	21-222	
Alternative Dispute	22-281C2; 12-135;	
Resolution Fund	12-284.03A5	
Mining Fees	27-208D	12.00
Child Passenger Restraint	28-907C	
DPS - Civil Penalty	28-2533C; 28-4139	
DUI Abatement Fund	28-1304; 28-1382, 3	
Civil Penalties (Gen. Fund)	28-737; 28-876; 28-2416; 32-1166	
AZ Highway Fines (HURF)	28-5438F; 28-2533C	
Victim Comp/Assistance	31-411F; 31-466B	
Registrar of Contractors	32-1107; 32-1124	
MSEF Penalty Assessment	36-2219.01; 12-116.02F	
CJEF Penalty Assessment	41-2401; 12-116.01	
Arson Detection Reward Fund	41-2167	
FTG Penalty Assessment 7%	41-2421J; 12-116.01B	
Prison Const & Ops Fund	41-1651; 5-395.01A4	
Dept of Law - Crim. Cases	41-2421E4	
GIITEM	41-1724; 11-1051	

DESCRIPTION	STATUTE (ARS #)	AMOUNT
<b>FINES &amp; FEES (continued)</b>		
DUI, OUI Assessment	5-395.01; 5-396, 7; 28-1381-3; (public safety equip fund) 28-8284, 6-8; 14-1723	
FARE General Services Fee		
FARE Delinquent Fee		
FARE Special Collections Fee		
FARE Installment Fee		
Constable Ethics Fund	11-445 (80%)	
Constable Ethics Fund	11-445 (20%)	
Photo Enforcement Fee	41-1722	
Photo Enforcement Process Serving Fee		
<b>OTHER FINES &amp; FEES (describe and indicate ARS #)</b>		
<b>TAXES</b>		
Prior Year Real Property	42-208	
Personal Property	42-208	
County Education District	15-991.01A	
Property-Min School Tax	15-992B, C	
State Water Banking	48-3715.03; 45-2425	
C.A.W.C.D.	48-3715	
Groundwater Replenishment	48-3773.A3; 48-3772	
<b>OTHER TAXES (describe and indicate ARS #)</b>		
<b>90/10 REVENUE</b>		
Mobile Home Relocation	33-1476.03 (90%)	
Mobile Home/Ins. & Cost	33-1476.03 (10%)	
<b>TOTAL AMOUNT REMITTED:</b>		
By Check		
By Cr Advice (Wire)		
<b>TOTAL</b>		12.00

NOTES:

Certain funds are required to be remitted to the State Treasurer directly, while others are to be remitted to other entities; i.e., county treasurer, city treasurer, etc. Only use this form to remit funds to the Arizona State Treasurer as required by Arizona Revised Statutes (A.R.S.). For all other remittances, please check with your city or county. Form TRE 102A is to be used by counties for required detailed information. Please keep a copy of this report for your records.

FOR STATE TREASURER USE ONLY



**ARF-2632**

**Consent Agenda Item 4. I.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

**Reporting Period:** Clerk of the Superior Court's Office Report for the Month of May 2014

**Submitted For:** Anita  
Escobedo

**Submitted By:** Vicki Aguilar, Chief Deputy Clerk of the  
Superior Court, Clerk of the Superior  
Court

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**Information**

**Subject**

Clerk of the Superior Court's Office Monthly Report for May 2014

**Suggested Motion**

Acknowledgment of the May 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.

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**Attachments**

Clerk of Court report for May 2014

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

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**CLERK'S REPORT**

**FOR**

**MAY 2014**

**TO THE HONORABLE BOARD OF SUPERVISORS:**

**I herewith present the annexed report as and for a true and correct account  
of all fees earned and collected by me as Clerk of the Superior Court.**

A handwritten signature in cursive script, appearing to read "Anita Escobedo", written in black ink.

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

# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 6/3/2014 10:42:52 AM

Criteria : From Date : 5/1/2014 To Date : 5/31/2014

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	\$25491.99		(\$30385.44)		(\$4893.45)	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$20866.01				\$20866.01 ✓	\$0.00
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM			\$47.98		\$47.98 ✓	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2327.72				\$2327.72 ✓	\$116.39
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	\$5.00		\$1.00		\$6.00	\$0.30
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	\$40.00		\$8.00		\$48.00	\$2.40
		ZVAPB	30% INTERSTATE COMPACT	\$39.00				\$39.00	\$1.95
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$202.69		\$100.00		\$302.69	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$52.83				\$52.83	\$2.64
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$910.00				\$910.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$105.00				\$105.00	\$5.25

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

# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZFEE	BASE FEES (GENERAL FUND)	\$4808.59				\$4808.59	\$240.43
		ZFINE	BASE FINES	\$4619.30		\$1755.08		\$6374.38	\$318.72
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$324.36				\$324.36	\$16.22
		ZCEF	CLEAN ELECTIONS FUND	\$335.49		\$255.37		\$590.86	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$69.82				\$69.82	\$3.49
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$3.68				\$3.68	\$0.18
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$39.29				\$39.29	\$1.96
		ZJDET	COUNTY JUV DETENTION	\$217.97		\$2966.21		\$3184.18	\$159.21
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2326.32				\$2326.32	\$116.32
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$1614.95		\$1348.64		\$2963.59	\$148.18
		ZDNAS	DNA STATE SURCHARGE	\$202.00		\$93.94		\$295.94	\$14.80
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$912.66				\$912.66	\$45.63
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$292.97				\$292.97	\$14.65
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$90.00				\$90.00	\$4.50

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# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$1578.85		\$968.74		\$2547.59	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1142.73				\$1142.73	\$57.14
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2595.71				\$2595.71	\$129.79
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$95.19		\$17.50		\$112.69	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$176.79		\$32.50		\$209.29	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40			\$176.80		\$176.80	\$8.84
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40			\$508.11		\$508.11	\$25.41
		ZJS	JUVENILE PROBATION SERV FEES	\$1018.88		\$1583.01		\$2601.89	\$130.09
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$446.32		\$367.44		\$813.76	\$40.69
		ZMISC	MISCELLANEOUS FEES	\$74.04				\$74.04	\$3.70
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	\$12.00				\$12.00	\$0.60
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	\$8.00		\$4.00		\$12.00	\$0.60
		ZOVF	OVERPAYMENT FORFEITED	\$5.27		(\$5.27)		\$0.00	\$0.00
		ZPP	PASSPORT APPLICATION FEES	\$1650.00				\$1650.00	\$82.50

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# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$1471.57				\$1471.57	\$73.58
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$1043.82		\$706.54		\$1750.36	\$87.52
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$198.80				\$198.80	\$9.94
		ZDCRT	DRUG COURT FEE FUND	\$375.00				\$375.00	\$18.75
		ZDUIA	DUI ABATEMENT FUND	\$60.00		\$190.00		\$250.00	\$12.50
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$310.50				\$310.50	\$15.53
		ZWITN	EXPERT WITNESS FUND	\$1140.00				\$1140.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$476.03		\$286.96		\$762.99	\$38.15
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$576.65		\$497.31		\$1073.96	\$53.70
		ZEXT	EXTRADITION REIMBURSEMENT	\$400.00				\$400.00	\$0.00
		ZFAR2	FARE DELINQUENCY FEE	\$35.00		\$70.00		\$105.00	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$27.94		\$103.32		\$131.26	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$234.82		\$178.75		\$413.57	\$20.68
		ZCC	GEN JURIS CONCILIATION COURT	\$1036.65				\$1036.65	\$51.83
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$3157.65		\$1937.44		\$5095.09	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$526.26		\$322.90		\$849.16	\$0.00

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# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZPCOF	PRISON CONSTRUCTION AND	\$2637.45		\$506.73		\$3144.18	\$157.21
		ZPRS6	PROB SURCH 2006	\$1.18				\$1.18	\$0.06
		ZPBA	PROBATION FEE ADULT	\$11381.78		\$5876.41		\$17258.19	\$862.91
		ZPRSU	PROBATION SURCHARGE (\$5.00)			\$0.21		\$0.21	\$0.01
		ZPUBZ	PUBLIC DEFENDER FEES	\$119.00		\$730.46		\$849.46	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$305.00				\$305.00	\$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$74.76				\$74.76	\$3.74
		ZSTAT	STATE TREASURER - GENERAL FUND	\$280.00		\$283.50		\$563.50	\$28.18
		ZTECH	TECHNICAL REGISTRATION FUND	\$15.00				\$15.00	\$0.75
		ZVAF	VICTIMS ASSISTANCE FUND	\$91.00				\$91.00	\$4.55
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$60.00		\$75.00		\$135.00	\$6.75
		ZPRS9	ZPRS9	\$129.55		\$20.00		\$149.55	\$7.48
<b>Agency Name : JUVENILE FAMILY COUNSELING FEE</b>									
ZJFC	JUVENILE FAMILY COUNSELING FEE	ZJFC	JUVENILE FAMILY COUNSELING FEE	\$6.88				\$6.88 ✓	\$0.34
<b>Agency Name : OVERPAYMENT FUND</b>									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	\$200.00		\$5.27		\$205.27 ✓	\$0.00

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# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$18514.98		\$8365.59		\$26880.57 ✓	\$0.00
Total:				\$119588.69		\$0.00		\$119588.69	\$3146.74

Less Shaded Areas: \$ 50,334.43

69,254.26

Money Released From Hold: + 4,893.45

74,147.71

Less F.A.R.E. Pymts. - 236.26

\$73,911.45

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STATE OF ARIZONA       )  
                                      ) ss:  
County of Gila            )

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

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of MAY, 2014.

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

SUBSCRIBED AND SWORN to before me this 9<sup>TH</sup> day of June 2014.

  
Deputy

**ARF-2643**

**Consent Agenda Item 4. J.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

**Reporting Period:** May 27, 2014 and June 3, 2014

**Submitted For:** Marian  
Sheppard,  
Clerk, BOS

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

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**Information**

**Subject**

May 27, 2014, and June 3, 2014, Board of Supervisors' Meeting Minutes

**Suggested Motion**

Approval of the May 27, 2014, and June 3, 2014, Board of Supervisors' meeting minutes.

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**Attachments**

BOS 06-03-14 Meeting Minutes

BOS 05-27-14 Meeting Minutes

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

Date: June 3, 2014

**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

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel, Jr., County Manager; Bryan B. Chambers, Deputy Attorney Principal; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

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

The Gila County Board of Supervisors met in a regular session at 1:30 p.m. this date in the Board of Supervisors' hearing room. Sheriff Shepherd led the Pledge of Allegiance and Pastor Anthony Garrisi of the First Baptist Church in Payson delivered the invocation.

**Item 2 – PRESENTATIONS:**

**A. Public recognition of four employees for May's "Spotlight on Employees" Program, as follows: John Dzera, George Hernandez, Curtis Johnson and Austin Payne.**

Erica Raymond, Human Resources Assistant Senior, read aloud the Spotlight on Employees Program nomination letter submitted by Michael A. Pastor, District 2 Supervisor, which highlighted the professionalism and integrity exhibited by the Gila County employees listed above for the return of computer equipment that was found during the course of the work day, which belonged to the Miami School District.

**Item 3 – PUBLIC HEARINGS:**

**A. Information/Discussion/Action to adopt Resolution No. 14-06-03 to name a previously unnamed section of road in Globe as E. James Dean Trail.**

Steve Stratton, Public Works Division Director, stated a public notice was mailed to surrounding property owners advising them of the proposed road name, which was in accordance with the requirements of Gila County Street Naming and Property Numbering Ordinance No. 11-03. The public notice contained a map of the area, the date for filing objections and the date scheduled for the public hearing before the Board of Supervisors. No written objections were received nor were there any alternative street names offered within the deadline for such submissions.

Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adopted Resolution No. 14-06-03 to name a previously unnamed section of road in Globe as E. James Dean Trail. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

**B. Information/Discussion/Action to adopt Resolution No. 14-06-04 which approves Gila County Planning & Zoning Department Case No. Z-14-01, an application submitted by Beau Woodring to rezone tax parcel number 301-19-055B located in Pine from R1-D12 (Single Family Residential with a minimum residential lot size of 12,000 square feet) and TR (Transitional Residential) to C2 (Commercial) in order to establish a retail store on the property.**

Bob Gould, Community Development Division Director, provided background information regarding this application. He read aloud the concerns of the local citizens. He advised that the Planning and Zoning Commission held a public hearing on May 15, 2014, to review this application and it has issued an approval recommendation to the Board of Supervisors contingent on the stipulations being met as stated in the departmental staff report.

Public participation forms were submitted by Mitzi Paul of Strawberry, Arizona, Cindy Maack of Pine, Arizona, Maureen Pastika of Pine, Arizona, and Maher Hazine of Strawberry, Arizona. Each of the citizens voiced concerns and opposition to the aforementioned application. A summary of the concerns include; increased ingress and egress traffic posing a hazard to the highway; the potential of having a vacant building for lack of business during the winter months; poor visibility of, and lack of signage to notify residents of the application; a desire to keep the status quo with regard to peace and quiet; wastewater issues; fire issues; fear that what is proposed *initially*, would not be developed *finally* with regard to the application.

Beau Woodring of Southwest General Development of Scottsdale, Arizona and who is the applicant, explained that a community meeting was held a couple of months ago at which time citizens voiced a number of concerns.

In working with the citizens and the Planning and Zoning Commission, Mr. Woodring advised that those concerns have since been addressed. With regard to the citizens' concern that the building would someday be vacant; Mr. Woodring advised that there is a 15-year lease on the building, which will generate approximately \$50,000 per year in sales tax revenue with an additional approximate amount of \$10,000 per year being generated for property taxes. Over the life of the lease, that would generate additional revenue of approximately \$750,000 within the County. He assured the Board and audience that the building would not be empty. With regard to the concern of increased traffic, Mr. Woodring advised that a Traffic Impact Statement has been generated and submitted to the Arizona Department of Transportation (ADOT). ADOT has viewed and approved the site entrance off of the highway and has also reviewed the Traffic Impact Statement. He stated that the requested zoning of C2 is harmonious with surrounding properties that have the same zoning designation, all of which are highway frontage land. He emphasized that he is in agreement with all of the stipulations of approval that were outlined by the Planning and Zoning Commission. He also agreed to add to one of the stipulations an 18-month reversionary clause as discussed.

Mr. Gould added for clarification that upon Board of Supervisors' approval, it would be wise to include a reversionary clause; however, he thinks that 18 months does not provide an adequate amount of time, so he suggested a time period of 2 years or 3 years. Mr. Gould agreed to modify the language in the resolution to state "selling" alcoholic beverages rather than "serving" alcoholic beverages. He also stated that he and his staff would review the public notice requirements with regard to rezoning requests. Mr. Gould further stated that he believes that a lot of local citizens were aware of this requested rezoning on the subject parcel. He advised that a public hearing notice was published in the 2014 official newspaper of the County, which is the Arizona Silver Belt newspaper. He stated that it would have been preferred to publish the same notice in the Payson Roundup newspaper as an added courtesy to the local residents; however, due to the cost being approximately 2 to 3 times that of the official newspaper of the County it was cost prohibitive.

Supervisor Marcanti asked Mr. Woodring to clarify his association with Dollar General. Mr. Woodring replied that his employer, Southwest General Development, is developing this property for Dollar General Corporation.

Due to the concerns voiced by the citizens, the Board agreed to continue this issue to its July 15, 2014, meeting. In preparation for the July meeting, Mr. Gould advised that he would review this application again with the Planning and Zoning Commission to add the 18-month reversionary clause and change the stipulation from "serving alcohol" to "selling alcohol"; he would arrange for a community meeting to be held in Pine prior to the July Board meeting; and he would place a larger public hearing notice for the July Board of Supervisors' meeting at the subject property. Mr. Gould commented that his staff followed

the same process with regard to providing notice of this public hearing in the same manner as all other similar applications, so he believes that ample notice was provided to the citizens; however, his staff will conduct a review of the entire public hearing process. He also stated that public notices would be re-sent to the citizens who may be affected by this application.

There being no additional comments from the public, Chairman Pastor closed the public hearing.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin the Board unanimously referred this item to the Planning and Zoning Commission and continued this item to the July 15, 2014, Board of Supervisors' meeting.

**C. Information/Discussion/Action to authorize the submission of an Application for FY 2014 State Community Development Block Grant (CDBG) funds in the amount of \$113,139 that will be used for a proposed CDBG housing rehabilitation project in Gila County and an additional \$300,000 in State Special Project funds that may be utilized for Owner-Occupied Housing Rehabilitation for FY 2014, and adopt related Resolution Nos. 14-06-01, 14-06-02, and 14-05-02, which are included as part of this application.**

Malissa Buzan, Community Services Division Director, requested that the Board approve this item to submit this application in order to receive federal funds that are disbursed via the Arizona Department of Housing and locally through the Central Arizona Association of Governments as stated above. She added that the application process requires that a public hearing is held for both projects as stated above.

Chairman Pastor opened the public hearing and no comments were received; therefore, he closed the public hearing. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously authorized the submission of an Application for FY 2014 State Community Development Block Grant (CDBG) funds in the amount of \$113,139 that will be used for a proposed CDBG housing rehabilitation project in Gila County and an additional \$300,000 in State Special Project funds that may be utilized for Owner-Occupied Housing Rehabilitation for FY 2014, and adopted related Resolution Nos. 14-06-01, 14-06-02, and 14-05-02, which are included as part of this application. **(Copies of the Resolutions are permanently on file in the Board of Supervisors' Office.)**

#### **Item 4 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to authorize the Chairman's signature on Intergovernmental Agreement No. 101613 Consolidated Administration and Operation of Limited Jurisdiction Courts in order to**

**provide a means for compensation from the Town of Miami to Gila County for the costs associated with the Magistrate Court utilizing Gila County facilities, personnel, equipment, supplies and overhead for the operation of the Magistrate Court to conduct Town of Miami business.**

Rebecca Baeza, Globe Justice Court Lead, requested approval of the Intergovernmental Agreement (IGA) with the Town of Miami to facilitate receipt of payment for services currently being provided to the Town of Miami with regard to court and business services. She stated that the IGA also clearly states the terms and conditions of payment to the County and supersedes all other related agreements as referenced in the IGA.

Supervisor Marcanti made a motion which was seconded by Vice-Chairman Martin; however, before the vote was taken, Don McDaniel, County Manager, advised of a correction in the IGA number; therefore, Chairman Pastor corrected the IGA number from 10163 (as stated in the original agenda item) to 101613, which the Board unanimously approved.

**B. Information/Discussion/Action to instruct staff to request additional and revised financial information from David Buckmaster ensuring the viability of the successful purchase and operation of the Roosevelt Lakeview Park, and to bring this item back to the Board when the information has been received, evaluated and is ready for Board of Supervisors' approval.**

Mr. Gould stated that per the Board of Supervisors' direction provided at the May 6, 2014, Board meeting, this matter was continued until such time as all of the documents and financial information requested of the applicant David Buckmaster has been received by County staff. To date, this has not occurred; therefore, it is recommended to again continue this item until such time as the information is received from Mr. Buckmaster. Chairman Pastor requested that Mr. McDaniel assist in getting this item moving forward.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously continued this item and instructed staff to request additional and revised financial information from David Buckmaster ensuring the viability of the successful purchase and operation of the Roosevelt Lakeview Park, and to bring this item back to the Board when the information has been received, evaluated and is ready for Board of Supervisors' approval.

**C. Information/Discussion/Action to authorize the submission of a State Housing Fund Application for Owner Occupied Housing Rehabilitation Programs to the Arizona Department of Housing in the amount of \$275,000 to be utilized for housing rehabilitation for fiscal year 2014, and to adopt related Resolution Nos. 14-04-03 and 14-04-04, which are included as part of the application.**



Ms. Buzan stated that the funds available from the Arizona Department of Housing have not been available for approximately two to three years as a result of State of Arizona legislative funding cuts. At this time, there is funding available from the State combining state and federal monies which provide for this grant. Supervisor Marcanti inquired if the County provided heating and cooling emergency services to the senior citizens of the County, to which Ms. Buzan stated replied in the affirmative. The Housing Services Department has procedures and licensed contractors in place to help in situations that arise with regard to heating and cooling issues throughout all of Gila County. Chairman Pastor inquired as to the number of units that the \$275,000 amount will assist and as to the number of citizens on the waiting list to receive housing rehabilitation services. Ms. Buzan replied that the \$275,000 will provide services for approximately 5 units and that the waiting list to receive such services is approximately 35 to 38 homes, families, and seniors in Gila County. She added that the waiting list is monitored by the Arizona Department of Housing and she briefly explained the guidelines and basic criteria to be eligible to receive housing rehabilitation services via this program.

Chairman Pastor advised Ms. Buzan to publish this information in the County newsletter, to which she agreed.

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board authorized the submission of a State Housing Fund Application for Owner Occupied Housing Rehabilitation Programs to the Arizona Department of Housing in the amount of \$275,000 to be utilized for housing rehabilitation for fiscal year 2014, and to adopt related Resolution Nos. 14-04-03 and 14-04-04, which are included as part of the application. **(Copies of the Resolutions are permanently on file in the Board of Supervisors' Office.)**

**D. Information/Discussion/Action to approve the Human Resources Action Items report, Classification & Compensation Study Implementation (Attachment A), including grade changes, title changes, and salary changes reflected in the Study in the amount of approximately \$1,315,000, effective June 30, 2014, with changes to pay being reflected in employee paychecks dated July 18, 2014.**

Linda Eastlick, Human Resources Director, stated that the Classification and Compensation Study (Study) is complete and it is ready to be implemented after approximately a year of work and preparation. Components of the Study included the following: conducting town hall meetings with employees, completing position description questionnaires, a supervisory review of the information that was received, completion of job descriptions, and an evaluation of jobs using numerous job complexity factors to develop grade changes, title changes and salary adjustments. Additionally, employee recommended salaries were developed in accordance with the guidelines

provided by the consultants. The Board members expressed appreciation to Ms. Eastlick, Mr. McDaniel and all staff for the amount of time and effort they have invested in this endeavor. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved the Human Resources Action Items report, Classification & Compensation Study Implementation (Attachment A), including grade changes, title changes, and salary changes reflected in the Study in the amount of approximately \$1,315,000, effective June 30, 2014, with changes to pay being reflected in employee paychecks dated July 18, 2014.

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

**A. Approval of an Application for Contract Renewal FY15 to Contract Number 0014-0444 between Gila-Pinal Council for Senior Citizens (PGCSC), Area Agency on Aging, Region V, and Gila County Community Services, whereby PGCSC will allocate funding in the amount of \$6,242 to provide home repairs and renovations to eligible citizens residing in Gila County for the period from July 1, 2014, to June 30, 2015.**

**B. Acknowledgment of the resignation of Michael Peterson from the Canyon Fire District Governing Board and the appointment of Sterling White to complete the term of Mr. Peterson, which expires December 31, 2016.**

**C. Acknowledgment of the April 2014 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.**

**D. Acknowledgment of the April 2014 monthly activity report submitted by the Globe Regional Constable's Office**

**E. Approval of the April 29, 2014, Board of Supervisors' meeting minutes.**

**F. Acknowledgment of the Human Resources reports for the weeks of May 6, 2014, May 13, 2014, May 20, 2014, and May 27, 2014.**

**MAY 6, 2014**

**DEPARTURES:**

1. Kay St. Laurent – Superior Court Div. 1 – Judicial Assistant – 05/30/14 – General Fund – DOH 04/19/04
2. Simone Sheppard – Recorder's Office – Recorder's Clerk – 05/02/14 – General Fund – DOH 01/06/14

**NEW HIRES:**

3. Shealene Stidham – Recorder's Office – Recorder's Clerk – 05/05/14 – General Fund – Replacing Melanie Boyer
4. Sally Denny – Sheriff's Office – 911 Dispatcher – 05/12/14 – General Fund – Replacing Prestina Preston-Lynch

**END PROBATIONARY PERIOD:**

5. Christine Duarte – Sheriff's Office – Detention Officer Lieutenant – 04/29/14 – General Fund

**DEPARTMENTAL TRANSFERS:**

6. Daniel Lowe – Probation – Deputy Probation Officer 1 – 04/28/14 – From State Aid Enhancement Fund – To Adult Intensive Probation Supervision Fund – Replacing Gretchen McAnerny
7. Gretchen McAnerny – Probation – Deputy Probation Officer 2 – 04/28/14 – From Adult Intensive Probation Supervision Fund – To State Aid Enhancement Fund – Replacing Daniel Lowe
8. Jay Boyer – Probation – Deputy Probation Officer Supervisor – 04/28/14 – From Diversion Intake(.50)/Juvenile Intensive Probation Supervision (.50) Funds – To Diversion Intake Fund – Replacing Kimberly Bittner

**MAY 13, 2014**

**NEW HIRES:**

1. Bruce Myers – County Attorney's Office – Detective – 05/13/14 – General Fund – Replacing Dana Lindsey
2. K. Todd Baty – County Attorney's Office – Detective – 05/19/14 – Cost of Prosecution Fund – Replacing Kenneth Wortman

**TEMPORARY HIRES TO COUNTY SERVICES:**

3. Mary Stemm – Library District – Temporary Library Assistant Senior – 04/28/14 – Library District Fund – Temporary employment

**END PROBATIONARY PERIOD:**

4. Brian Rogers – Public Works – Custodian (.85) – 05/18/14 – Facilities Management Fund
5. Patty Comstock – Public Fiduciary – Public Fiduciary Services Specialist – 05/05/14 – General Fund

**DEPARTMENTAL TRANSFERS:**

6. Kenneth Wortman – County Attorney's Office – From Detective – To Diversion Officer – 05/19/14 – From Cost of Prosecution Fund – To Diversion Program CA Fund – Replacing Cheryl Sluyter

**OTHER ACTIONS:**

7. Lisa Dzera- Sheriff's Office – Administrative Clerk – To Administrative Clerk (Temporary Assignment) - 04/28/14 – General Fund – Temporary assignment
8. Joann Fane – Sheriff's Office – Administrative Clerk – To Administrative Clerk (Temporary Assignment) – 04/28/14 – General Fund – Temporary assignment
9. Paul Larkin – Payson Regional Justice Court – Judge Pro-Tempore – 05/01/14 – General Fund – Correcting pay rate

REQUEST TO POST:

10. Health and Emergency Services – Health Services Program Manager – Vacated by Lorraine Dalrymple

11. Superior Court – Judicial Assistant – Vacated by Kay St. Laurent

12. Health and Emergency Services – Community Health Specialist (.50) – New grant funded position

**MAY 20, 2014**

DEPARTURES:

1. Jeremy Schnepf – Assessor's Office – Property Appraiser – 05/22/14 – General Fund – DOH 02/18/14

END PROBATIONARY PERIOD:

2. Sarah White – Sheriff's Office – Chief Administrative Officer – 05/20/14 – General Fund

3. Jenny Valenzuela – Community Services – Community Services Worker – 06/16/14 – GEST Fund

4. Sarayl Shunkamolah – Board of Supervisors – Management Associate – 06/09/14 – General Fund

5. Deeadra Ursin-Zachary – Health and Emergency Services – Community Health Assistant Senior – 05/12/14 – General Fund

6. Christian Leos – County Attorney's Office – Legal Secretary (underfill) – 05/04/14 – General Fund

DEPARTMENTAL TRANSFERS:

7. Joel McDaniel – Public Works – From Road Maintenance and Equipment Operator – To Road Maintenance and Equipment Operator Senior – 05/26/14 – Public Works Fund – Replacing Fred Lavin

8. Allison Torres – Community Services – From Administrative Clerk Senior – To Social Services Case Manager – 06/02/14 – From Various Funds – To CAP Fund – Replacing Maria Brusoe

9. Jamie Cunningham – Sheriff's Office – From Detention Officer – To Detention Officer Sgt. – 05/26/14 – General Fund – Replacing Johnnie Brake

10. Johnnie Brake – Sheriff's Office – From Detention Officer Sgt. (underfill) – To Detention Officer – 05/26/14 – General Fund – Replacing Jacob Martin

OTHER ACTIONS:

11. Alberta Lancieri – Probation – Deputy Probation Officer II – 04/28/14 – From Juvenile Standards Probation(.50)/Adult Probation Service Fees(.50) Funds – To Juvenile Standards Probation(.50)/Juvenile Intensive Probation Supervision(.50) Funds – Change in funding

REQUEST TO POST:

12. Assessor's Office – Property Appraiser – Vacated by Jeremy Schnepf

13. Community Services – Administrative Clerk Senior – Vacated by Allison Torres

**MAY 27, 2014**

DEPARTURES:

1. Shawn Osborn – Sheriff's Office – Deputy Sheriff – 05/16/14 – General Fund – DOH 11/05/12
2. Eloise Price – Court Information Systems – Court Information Systems Director – 05/30/14 – General Fund – DOH 01/01/89
3. C. Brent Bailey – Public Works – Road Maintenance and Equipment Operator – 05/29/14 – Public Works Fund – DOH 01/27/14
4. Tol Johnson – Public Works – Solid Waste Services Worker – 05/20/14 – Recycling and Landfill Management Fund – DOH 06/10/13
5. Sean Bowyer – Sheriff's Office – Detention Officer – 05/18/14 – General Fund – DOH 04/29/13
6. Terry Hudgens – Sheriff's Office – Deputy Sheriff Sgt. (.48) – 04/27/14 – General Fund – DOH 09/09/02

NEW HIRES:

7. John McCrory – Public Works – Flood Control Technician – 06/02/14 – General Fund – Replacing Sine Scott
8. Amanda Olvera – Health and Emergency Services – Animal Care Worker – 06/02/14 – Rabies Control Fund – Replacing Christopher Stuhmer
9. Pamela Morgan-Moore – Clerk of Superior Court – Courtroom Clerk – 06/02/14 – General Fund – Replacing Jonathan Bearup
10. Dwight Payne – Sheriff's Office – IT Administration and Support Technician Senior – 06/09/14 – General Fund – Replacing Patrick McGraw

TEMPORARY HIRES TO COUNTY SERVICES:

11. Dezirae Williams – Health and Emergency Services – Temporary Public Health Emergency Preparedness Assistant – 06/02/14 – Bio Terrorism Program Fund

END PROBATIONARY PERIOD:

12. Nicholas Montague – Community Services – Fiscal Services Manager – 05/18/14 – Various Funds
13. Robert Swinford – County Attorney's Office – Deputy County Attorney – 06/02/14 – Cost of Prosecution Reimbursement Fund

DEPARTMENTAL TRANSFERS:

14. Sally Denny – From Sheriff's Office – To Clerk of Superior Court – From 911 Dispatcher – To Courtroom Clerk – 05/27/14 – General Fund – Replacing Teresa Griego
15. Cassie Durnan – From Clerk of Superior Court – To Superior Court – From Courtroom Clerk – To Judicial Assistant – 05/27/14 – General Fund – Replacing Kay St. Laurent
16. Brian Rogers – Public Works – From Custodian (.85) – To Building Maintenance Technician – 06/02/14 – From Facilities Management Fund – To General Fund – Replacing Daniel Gregson

OTHER ACTIONS:

17. Susan O'Connor – School Superintendent's Office – Administrative Assistant – 05/27/14 – General Fund – Change in hours
18. Austin Payne – Constituent Services II – Temporary Laborer – 06/09/14 – General Fund – Extending temporary employment through 08/01/14

19. Rachel Wright – Clerk of the Superior Court – Court Clerk (.40) –  
05/19/14 – General Fund – Change in temporary assignment

REQUEST TO POST:

20. Public Works – Solid Waste Services Worker – Vacated by Tol Johnson

21. Public Works – Custodian (.85) – Vacated by Brian Rogers

**G. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of May 5, 2014, to May 9, 2014; and May 12, 2014, to May 16, 2014.**

**H. Approval of finance reports/demands/transfers for the week of June 3, 2014.**

**June 3, 2014**

\$247,917.53 was disbursed for County expenses by check numbers 262099 through 262231. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda action items 5-A through 5-H.

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

There were no comments from the public.

**Item 7 – At any time during this meeting pursuant to A.R.S. §38-31.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues 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 2:43 p.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

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

Date: May 27, 2014

**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

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PRESENT: Michael A. Pastor, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); John D. Marcanti, Supervisor; Don E. McDaniel, Jr., County Manager; Jacque Griffin, Assistant County Manager/Librarian; Bryan B. Chambers, Deputy Attorney Principal; Marian E. Sheppard, Clerk of the Board; and Laurie J. Kline, Deputy Clerk.

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

The Gila County Board of Supervisors met in a regular session at 10:00 a.m. this date in the Board of Supervisors' hearing room. Steve Stratton led the Pledge of Allegiance and Reverend Bill Norton of the First Presbyterian Church in Globe delivered the invocation.

**Item 2 – PRESENTATIONS:**

**A. Information/Discussion: Update of legislative activity in Washington, D.C. by Patricia Power of Bose Public Affairs Group.**

Patricia Power (via telephone) provided a summary of the following recent legislative activities relevant to Gila County.

- Prepared for and joined Vice-Chairman Martin during her visit to Washington for the National Association of Counties' (NACo) Rural Action Caucus fly-in.
- Meetings Attended: Department of Transportation (DOT) Acting Deputy Secretary Victor Mendez and his staff; Senator John McCain and his staff; Representative Paul Gosar and his staff; staff for Senator Jeff Flake and Representative Ann Kirkpatrick; DOT legislative staff; and Department of Agriculture Rural Development and other staff.



- Continued to research new approaches to funding the County's transportation projects, including legislative options.
- Continued to monitor County priorities including forest health and wildfire threats and 4FRI (Four Forest Restoration Initiative), transportation needs, including ongoing forest road projects and the Tonto Creek Bridge, Payment In-Lieu of Taxes, Secure Rural Schools, Endangered Species Act decision impact, water projects in Payson, and broader issues such as immigration.

Vice-Chairman Martin stated that she has a meeting scheduled with Representative Paul Gosar on Wednesday June 4<sup>th</sup> in Payson for a "quasi-field hearing" regarding forest health. A letter was sent to Senators Jeff Flake and John McCain regarding the eastern counties "bridge the gap" in an effort to get wood product industry coming from 4FRI moved through northeast Arizona.

Chairman Pastor stated that at the Western Regional Conference he recently attended there was "pot stirring" with regard to federal regulations relating to environmental protection, the United States Forest Service, and the Endangered Species Act, as well as concerns regarding the topic of waterways of America. He stated that when information regarding these issues is received from NACo he will forward that information to Ms. Power.

**B. Presentation of the 2014 Gila County Spelling Bee Winner, Kendra Martinez of High Desert Middle School.**

Dr. Linda O'Dell, School Superintendent via video conference in Payson, congratulated this year's Gila County Spelling Bee winner, eighth grader Kendra Martinez, who was present in Globe to accept the award. Dr. O'Dell also acknowledged and thanked the Board of Supervisors and the local community for its continued support of school activities.

**C. Presentation of a Certificate of Appreciation by Town of Miami Manager Jerry Barnes in recognition of the Board of Supervisors' support of the Town of Miami's Cobre Valley Community Transit Program.**

Jerry Barnes, Town of Miami Manager, stated that the Town of Miami was recently presented with the 2014 Excellence Award from the Arizona Department of Transportation and the Arizona Transit Association for its small rural transit system known as the Cobre Valley Community Transit Program. He then read aloud the Certificate of Appreciation and presented it to the Board and displayed the trophy that was received for Outstanding Urban and Rural Transport System.

**D. Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and 2014-2015 fiscal year budget request to be considered for approval during Gila County's regular budget**

**process.**

Jim Sprinkle, Ph.D., University of Arizona Area Extension Agent, Animal Science and Gila County Cooperative Extension Director, expressed his appreciation to the Board and other local citizens for their efforts in helping the Cooperative Extension program successfully secure increased fiscal year 2014-2015 funds from the State's budget. Since 2008, the Cooperative Extension funding has been reduced by 40% and the State has now increased the budget by 33%. Dr. Sprinkle requested \$60,000 of funding, which is the same level of funding provided by the County in past years.

A slide presentation was then provided which showcased some highlights of the past year. A focus group was formed and the group held meetings in order to receive input from the stakeholders of the Cooperative Extension program, which resulted in the following goals:

Goal 1: Educate and equip people and communities to manage and utilize natural resources to improve economic sustainability.

Goal 2: Promote safe, profitable, and sustainable plant and animal systems.

Goal 3: Strengthen economic vitality of communities by developing leadership, workplace skills and life skills of youth and adults to assist them to be contributing community members.

Goal 4: Enhance the growth and development of Arizona children and youth so that young people will contribute positively to the community.

Goal 5: Improve the physical, mental, emotional, and financial health of individuals and families.

Dr. Sprinkle stated that Cooperative Extension has submitted a request for consideration to the Cooperative Extension Administration to add an area agent who would deal with forest health and forest products. This person would work out of the Globe Cooperative Extension Office and serve Gila, Navajo, and Yavapai Counties. He added that he would send the draft job description that was submitted to the Cooperative Extension Administration to the Board of Supervisors in order to keep the Board apprised of the progression of this effort.

He added that Cooperative Extension is 100 years old as of May 8, 2014, and the Board of Supervisors will soon receive an invitation to the celebration.

Vice-Chairman Martin gave kudos to Dr. Sprinkle and the Cooperative Extension program. Supervisor Marcanti stated that last year he met with Brent Billingsley, Globe City Manager, who composed the letter of support that was sent to the Governor and Arizona legislators for increased funding by the State, and he is pleased that the results of that effort will work out well for the local community. Chairman Pastor thanked Dr. Sprinkle for the presentation and stated that he appreciates the work of Cooperative Extension.

### **Item 3 – REGULAR AGENDA ITEMS:**

**A. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Pine-Strawberry Water Improvement District Board of Directors.) Information/Discussion/Action to canvass the election results of the Pine-Strawberry Water Improvement District Special Election held on May 20, 2014, in Gila County, Arizona, and declare the results official. (Motion to adjourn as the Pine-Strawberry Water Improvement District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously adjourned as the Gila County Board of Supervisors and convened as the Pine-Strawberry Water Improvement District Board of Directors.

Eric Mariscal, Elections Department Director, summarized the election results of the Pine-Strawberry Water Improvement District (PSWID) Special Election as follows: There were 2,316 registered voters; 1,054 ballots were tabulated; the voter turnout was 45.51%; there were 9 provisional ballots cast from residents; 4 provisional ballots cast from non-residents; there were 0 rejected provisional ballots cast; and all 13 votes were verified for tabulation.

Chairman Pastor inquired if 45.51% was a good voter turnout, to which Mr. Mariscal replied that it was, in fact, a good turnout of voters and a higher percentage than was expected. He anticipated approximately a 30% turnout for this type of election held at this time of year. Supervisor Marcanti thanked Mr. Mariscal, County Manager Don McDaniel, and the Gila County Attorney's Office for working together to make this Special Election transpire smoothly and beneficially to all involved parties. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously canvassed the election results of the Pine-Strawberry Water Improvement District Special Election held on May 20, 2014, in Gila County, Arizona, and declared the results official.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board adjourned as the Pine-Strawberry Water Improvement District Board of Directors and reconvened as the Gila County Board of Supervisors.

**B. Information/Discussion/Action to canvass the election results of the Pine-Strawberry Water Improvement District Special Election held on May 20, 2014, in Gila County, Arizona and declare the results official.**

Mr. Mariscal provided spiral-bound copies of the booklet titled "Canvass of Election Results Pine-Strawberry Water Improvement District Special Election May 20, 2014" to the Board for review which contained the results of the

election as stated above. Mr. Mariscal thanked the Gila County Elections Department staff, Recorder's Office staff, and David Rogers, System and Network Communication Analyst for the Information Technology Department, for their help with this election.

Richard James of Strawberry, Arizona thanked the Board for directing the process to elect a new Board of Directors (BOD) for the Pine-Strawberry Water Improvement District (PSWID). He asked that all documents that were turned over to the Board of Supervisors during the time it assumed authority as the PSWID BOD and any newly created documents be provided to the newly elected PSWID BOD. He advised that the PSWID BOD is interested in the findings of the audit of the PSWID that was conducted by the State Auditor General. He further stated that the information was to be provided in the month of May to the newly formed board. Chairman Pastor deferred to Mr. McDaniel who replied that the State Auditor General is continuing to look at all of the information that has been presented by the citizens of the PSWID and by Gila County. He added that the audit is not complete; however, those individuals who are conducting the audit are apprising Gila County staff as to the progress being made on the audit. He assured Mr. James that once the audit is complete, the information will be provided to the County as well as to the PSWID BOD. Mr. James then inquired as to the date and time the newly elected board would be sworn in. Mr. McDaniel replied that any PSWID staff member may swear in the new members as was the past practice of the PSWID; however, he added that arrangements could be made for Dorothy Little, Payson Regional Justice of the Peace, to swear in newly elected board members. He added that the other point of order for resolution by the newly elected board is to determine which board members will initially serve a two-year term instead of a four-year term in order to initiate the cycle of having an election occur every two years for four-year terms of office.

Chairman Pastor stated that Eric Mariscal, Elections Director, will be able to direct the new board to the applicable statutes should the PSWID BOD need assistance. He added that Open Meeting Law information will also be provided to the new Board members.

Vice-Chairman Martin reiterated Mr. McDaniel's comments regarding the swearing-in process.

Bryan Chambers, Deputy Attorney Principal, advised that the important event in this transition process is for each of the newly elected board members to sign an oath-of-office form and forward the originals to Mr. Mariscal. He stated that now that the election results have been officially canvassed, the members are in office and any swearing-in of newly elected members would only be ceremonial.

Vice-Chairman Martin inquired if the oath-of-office forms have been sent to the PSWID. Mr. Mariscal replied that he has been in contact with Rebecca Sigeti, District Office Staff, who has the oath-of-office forms available and he advised that she can swear-in the newly elected board members.

Pam Mason of Pine, Arizona thanked the Board of Supervisors for allowing an election to take place in May. She stated that she is confident that the newly elected board will exercise due diligence, transparency, and fiscal responsibility.

The Board of Supervisors thanked staff and the newly elected PSWID Board of Directors for a smooth transition and wished them success.

**C. Information/Discussion/Action to approve an Intergovernmental Agreement between the Young Elementary District and the Gila County Sheriff's Office for a School Resource Officer for a performance period of November 4, 2013, through May 24, 2014.**

Michael L. Johnson, Undersheriff, stated that this Intergovernmental Agreement (IGA) was held up in the review process and that was the reason for the delay in presenting the item to the Board of Supervisors. He stated that Linda Cheney, Superintendent of the Young Elementary School District, contacted him regarding the availability of the grant funding for the position as stated above. Gary Eggert, Deputy Sheriff, was identified to fill this position. He received the necessary training to fulfill the grant requirements and filled this position of School Resource Office for the Young Elementary School District for the period as stated above. Mr. Johnson added that the Young Elementary School District is billed on a monthly basis to reimburse the County for the officer's salary as stated in the IGA. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board approved an Intergovernmental Agreement between the Young Elementary District and the Gila County Sheriff's Office for a School Resource Officer for a performance period of November 4, 2013, through May 24, 2014.

**D. Information/Discussion/Action to approve the distribution of \$1,469,776.59 of Gila County's Secure Rural Schools and Communities Funds (SRSC - 'Forest Fees') for FY2013-14 as follows: \$50,000.00 to Roads and \$1,419,776.59 to Gila County School Districts.**

Linda O'Dell, School Superintendent, stated that the above referenced funding is federal FY2013 funding that is being spent in the FY2013-2014 school year. The County Manager and the School Superintendent are in agreement as to the distribution of funds as outlined above which is based on a formula that provides a base amount for all school districts and additional amounts based on forest acreage and student enrollment of each district. Each Board member commented in support of this distribution of funds. Upon motion by

Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved the distribution of \$1,469,776.59 of Gila County's Secure Rural Schools and Communities Funds (SRSC - 'Forest Fees') for FY2013-14 as follows: \$50,000.00 to Roads and \$1,419,776.59 to Gila County School Districts.

**E. Information/Discussion/Action to approve the submission of a grant application by the Gila County Public Works Department for a "Secure Rural Schools and Community Self-Determination Act of 2000", as reauthorized by HR 527 Helium Stewardship Act, Title II - Special Project Grant for fiscal year 2014 funding for a Forest Road 512 Surfacing Project.**

Jacque Griffin, Assistant County Manager/Librarian, explained that this item is to for the Board of Supervisors to authorize the submission of a grant application for the other portion of the Secure Rural Schools funding, Title II. She stated that the Board of Supervisors in the past has determined that 80% of the total funds received for Secure Rural Schools are to be used for schools, Title I, and 20% of the funds are to be used for special projects such as forest service roads improvements, Title II. The grant application for Secure Rural Schools must be submitted to the United States Department of Agriculture, Forest Service, by May 31, 2014. The Public Works Division has completed as much of Forest Service Road 512 as there was funding, and the intent is to now complete the remaining section of Forest Service Road 512 that is not surfaced *as grant funds allow*. Ms. Griffin added that the County has received letters of support for this project from the Tonto National Forest Supervisor and the Gila County Sheriff's Office. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board approved the submission of a grant application by the Gila County Public Works Department for a "Secure Rural Schools and Community Self-Determination Act of 2000", as reauthorized by HR 527 Helium Stewardship Act, Title II - Special Project Grant for fiscal year 2014 funding for a Forest Road 512 Surfacing Project.

**F. Information/Discussion/Action to endorse and support the Mexican Wolf 10(j) Revision Cooperating Agencies Alternative, and submit a letter to the U.S. Fish and Wildlife Service (USFWS) requesting formal National Environmental Policy Act (NEPA) Consistency Review for the Mexican Wolf 10(j) Revision Cooperating Agencies Alternative.**

Ms. Griffin stated that this is a 5<sup>th</sup> alternative to the Draft Environmental Impact Statement that the County Cooperating Agency, consisting of Arizona and New Mexico counties, has participated in preparing. The request today is to authorize submission of a letter to the U.S. Fish and Wildlife Service (USFWS) requesting an official review and to consider the 5<sup>th</sup> alternative to the 10j Rule regarding the Mexican wolf nonessential experimental population. Vice-Chairman Martin clarified the 5<sup>th</sup> alternative stating that this alternative

accomplishes the following: no wolves are to be released in Gila County; the wolf population is to be stabilized at 300 versus the 1,500 estimated by USFWS; and, it broadens the area that the wolves may travel to den outside of the release area, but also allows for the management of the wolves with the authorization to deal with them as necessary by not designating the wolves as an endangered species. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously endorsed and supported the Mexican Wolf 10(j) Revision Cooperating Agencies Alternative, and submitted a letter to the U.S. Fish and Wildlife Service (USFWS) requesting formal National Environmental Policy Act (NEPA) Consistency Review for the Mexican Wolf 10(j) Revision Cooperating Agencies Alternative.

**G. Information/Discussion/Action to approve Amendment No. 1 to Professional Services Contract No. 042913 between Gila County and Ulibarri-Mason Global HR, LP to allow for the addition of three new tasks to the Classification and Compensation Study scope of work, for an additional cost of \$6,000 plus reimbursable travel expenses, for a new total contract amount of \$95,000 plus reimbursable travel expenses; and to extend the contract term from May 14, 2014, to November 13, 2014.**

Don McDaniel, County Manager, stated that this agenda item is not for the purpose of delaying the implementation of the Classification and Compensation Study, but rather to extend the services of Ulibarri-Mason Global HR, LP, beyond the results of the Study, specifically, for the purpose of assisting the Human Resources Department with understanding the methodology of the training and manuals with regard to integrating them with County policies that will be implemented upon Board approval. Additionally, Ulibarri-Mason staff will provide guidance to the Human Resources Department relating to the new job titles, grades, and salaries moving forward with new positions. Mr. McDaniel stated that the transformation will take effect, if approved by the Board, at the June 3, 2014, Board of Supervisors' meeting, with any salary changes to be effective the June 30, 2014, pay period, and to appear on the July 18, 2014, paycheck. Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board unanimously approved Amendment No. 1 to Professional Services Contract No. 042913 between Gila County and Ulibarri-Mason Global HR, LP to allow for the addition of three new tasks to the Classification and Compensation Study scope of work, for an additional cost of \$6,000 plus reimbursable travel expenses, for a new total contract amount of \$95,000 plus reimbursable travel expenses; and to extend the contract term from May 14, 2014, to November 13, 2014.

**H. Information/Discussion/Action to approve lump-sum performance payments ranging from 3.5% to 1.5% for qualified employees at a cost of approximately \$654,000 to the County.**

Linda Eastlick, Human Resources/Risk Management Director, stated that last year the lump-sum performance based payments given to employees were introduced as appreciation for the hard work and dedication demonstrated by the employees of the County. The County has budgeted for these payments again this year and is ready to proceed with the payments to employees. The payment will be made to all active, full-time and part-time employees who were hired on or before January 2, 2014, who are still employed by the County the week ending June 30, 2014, **the correct date is week ending June 13, 2014**, and for whom the Human Resources Department has received a 2014 performance appraisal. The average payment to employees is approximately 2.5% and will be paid in the June 20, 2014, paycheck. Chairman Pastor added for clarification that any future lump-sum payments will be reviewed by the Board and this is subject to change as a result of the Classification and Compensation Study implementation. Upon motion by Supervisor Marcanti, seconded by Vice-Chairman Martin, the Board unanimously approved lump-sum performance payments ranging from 3.5% to 1.5% for qualified employees at a cost of approximately \$654,000 to the County.

Vice-Chairman Martin briefly revisited agenda item 3G. She wanted the 3 tasks which are to be performed by Ulibarri-Mason to be included in the record, as follows:

- 1) Implementation of the new salary schedule
- 2) Revisions of and to finalize the new classification policies
- 3) Provide manuals and training materials to ensure a smooth transition moving forward.

Mr. McDaniel stated that it was a favorable action for Vice-Chairman Martin to state these items for the record and include them in the permanent record for the public.

Chairman Pastor addressed agenda item 4 at this time and he asked for a motion from the Board on this item.

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

**A. Approval of an Intergovernmental Agreement (DPS Contract No. 2014-026) between the Arizona Department of Public Safety, Arizona Counter Terrorism Information Center (ACTIC) and the Gila County Sheriff's Office whereby the Sheriff's Office will assign one deputy as the certified Terrorism Liaison Officer to become effective upon the final signatures by both parties and shall remain in effect until such time that either party submits a 30-day written notice to terminate.**



**B. Approval of Contract No. 07012014-15 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 \$93,047.12, 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, 2014, through June 1, 2015.**

**C. Approval of the Chairman's signature on the State of Arizona Surplus Property Authorization and Update for Eligibility Recertification & Records Update form and the Nondiscrimination Assurance form for Gila County authorized signers to purchase State surplus property for Gila County.**

**D. Approval of an Application for Fireworks Display submitted by Fireworks Productions of Arizona sponsored by Freeport-McMoRan Copper & Gold, Inc.-Miami Operations to provide a fireworks display on July 4, 2014, at the Miami Operations mine site of Freeport-McMoRan Copper & Gold, Inc.**

**E. Approval of Amendment No. 1 to Service Agreement No. 040214-2 for Major Rehabilitation Project No. HH#3335 between Gila County and Rodriguez Constructions, Inc. to increase the original contract amount by \$4,500 for a total contract amount of \$51,283.85 in order to allow for the correction of the structural issues of the residence.**

**F. Acknowledgment of the March 2014 monthly activity report submitted by the Globe Regional Constable's Office.**

**G. Acknowledgment of the April 2014 monthly activity report submitted by the Payson Regional Constable's Office**

**H. Acknowledgment of the April 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.**

**I. Acknowledgment of the April 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.**

**J. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of April 21, 2014, to April 25, 2014; and April 28, 2014, to May 2, 2014.**

**K. Approval of finance reports/demands/transfers for the weeks of May 13, 2014, May 20, 2014, and May 27, 2014.**

### **May 13, 2014**

\$3,163,051.44 was disbursed for County expenses by check numbers 261605 through 261803.

### **May 20, 2014**

\$653,656.84 was disbursed for County expenses by check numbers 261804 through 261928.

### **May 27, 2014**

\$1,491,454.16 was disbursed for County expenses by check numbers 261929 through 262098. **(An itemized list of disbursements is permanently on file in the Board of Supervisors' Office.)**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Marcanti, the Board approved Consent Agenda action items 4A through 4K as presented.

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

There were no comments from the public.

Chairman Pastor returned to agenda item 3I and called on County Manager Don McDaniel to present this item.

**I. Information/Discussion to review and provide comments regarding the 2014 Gila County 1/2 Cent Transportation Excise Tax as follows: (1) a time line of events; (2) a draft needs and levy Resolution with the understanding that the Needs and Levy Resolution will be presented at the June 24, 2014 Regular meeting for adoption; (3) a draft Resolution to call for an election in November with the understanding that the call for an election Resolution will be presented at the July 1, 2014 Regular meeting for adoption; (4) the method of distribution of the proceeds to the cities and towns; and (5) a draft suggested resolution of support from the cities and towns.**

Don McDaniel, County Manager, advised that initially this item was scheduled to be discussed during the Board's work session, but it has since been moved to this meeting. He reviewed the timeline of events and reminded the Board that many of these dates are set in order to meet statutory requirements.

<b>Transportation Excise Tax Time Line of Events For a Tuesday 11/04/14 Election</b>		
<b>Activities to be Completed</b>		<b>Days Before Election And Completion Dates</b>
BOS Decides to Pursue Trans Tax Continuation		000 - 10/29/13
BOS Appoints Citizens Committee		000 - 01/07/14
Citizens Committee Recommendation Due		000 - 03/04/14
BOS Accepts Rec & Disbands Cit Com		000 - 03/04/14
Prepare History, Fact Sheet, Publicity Information		
Consultant Public Presentations		000 - 05/05/14
AQ Deadline for 5/27/14 Work Session Agenda		000 - 05/12/14
BOS Work Session Discuss Status & Schedule		161 - 05/27/14
AQ Deadline for 6/24/14 BOS Regular Agenda		000 - 06/09/14
AQ Deadline for 7/1/14 BOS Regular Agenda		000 - 06/16/14
BOS Reg Mtg to Adopt Needs and Levy Resolution		133 - 06/24/14
Notice to AZ Department of Revenue		133 - 06/24/14
BOS Reg Mtg to Call for Election in November		126 - 07/01/14
Advertise for Public Arguments		126 - 07/01/14
Campaign Committee (CC) May Legally Form		000 - 07/02/14
CC Registers as a Political Action Committee		000 - 07/02/14
CC Contracts with Legal Counsel & Fin Consultant		000 - 07/02/14
LAST DAY to Call the Election		120 - 07/07/14
Submit Ballot Language to Department of Revenue		110 - 07/17/14
Submit Pamphlet Language to Printer		90 - 08/06/14
Submit Ballot Language to Printer		90 - 08/06/14
Arguments Due from the Public		90 - 08/06/14
US Department of Justice Submission		60 - 09/05/14
Pamphlets Mailed (must be delivered before early ballots)		40 - 09/25/14
Last Day to Register to Vote		29 - 10/06/14
Early Ballots Mailed Out		26 - 10/09/14

Mr. McDaniel stated that the needs and levy resolution to be adopted not only states the purpose of the tax, but it also states the type of businesses that would pay the tax. Additionally, the resolution determines which entity will distribute the revenue. He then explained the differences in having the County distribute the funds or having the Department of Revenue distribute the funds generated by the ½ Cent Transportation Excise Tax. It was recommended to

the Board that the Department of Revenue take the responsibility to distribute the funds as well as take the responsibility for any audit of the expenditures of funds. Chairman Pastor inquired if the entity that distributes the funds was the only difference in the two resolutions for consideration. Mr. McDaniel replied in the affirmative and stated that the difference is located on Page 4, Section 9 of the resolution; one stating that the County would distribute the funds; and the other one stating that the Department of Revenue would distribute the funds. He added that this resolution allows for future changes in population and incorporation changes in cities and towns with regard to the ½ Cent Transportation Excise Tax.

The next resolution for consideration is to establish the date of November 4, 2014, for the General Election at which time the Gila County ½ Cent Transportation Excise Tax would be on the ballot. He added that on July 1, 2014, a call for election would take place, and July 7, 2014, is the deadline for the call for election. Proceeding from those important dates, Mr. McDaniel explained that several steps follow those dates, such as advertising for public arguments, and the development of the brochure by County staff. He stated that as soon as possible after the June 24<sup>th</sup> meeting, at which time the needs and levy resolution would be adopted, he is hopeful that the Citizens Committee will step forward and set about the task of putting the campaign in place for the ultimate success of this election. He cautioned that at that time, anyone working for the County, cities and towns is prohibited from working on the campaign for this election.

Chairman Pastor inquired as to the prudence of working to gain support from Gila County citizens at this time in order to form a committee, which would essentially be a political action committee. Mr. McDaniel stated that the Citizens Committee that was formed by the Board of Supervisors for the purpose of determining the need for the continuation of the ½ Cent Transportation Excise Tax was disbanded by the Board after their recommendation to continue the tax was presented to the Board. He added that it was hoped that the individuals who served on that Committee would continue with this effort by forming and serving on a political action committee. Mr. McDaniel stated that all of the information that has been provided to the Board of Supervisors has also been provided to the former members of the Citizens Committee. Mr. McDaniel cautioned that the Board of Supervisors has no authority over a political action committee.

Chairman Pastor asked for further clarification from Bryan Chambers, Deputy Attorney Principal, who then stated that the challenge would be **not** to use any County time, resources or services to create the committee. What Board members do individually is the same as what is permitted in campaigning for an election and has the same types of limitations.

Supervisor Marcanti asked for clarification as to the responsibility to conduct audits of the entities receiving the funds to ensure the proper use of funds. Mr. McDaniel stated that the Department of Revenue distributes the funds and has the responsibility to conduct audits. The Department of Revenue conducts audits every five years; hence, Mr. McDaniel emphasized the importance of the resolution to place the responsibility on the Department of Revenue to oversee the use of the tax within their jurisdiction. There was a brief discussion regarding monitoring the expenditures of the cities and towns, but it was agreed that it would be advisable for the Department of Revenue to monitor the revenue collected by the ½ Cent Transportation Excise Tax.

Mr. McDaniel then reviewed the information shown below.

**2014 GILA COUNTY ½ CENT TRANSPORTATION EXCISE TAX  
DISTRIBUTION FORMULA FOR CITY AND TOWNS IN GILA COUNTY**

The table below shows data equitably distributing the Gila County Transportation Excise Tax for the years 2015-2034 should the County decide to request that the voters extend the current tax, and should the voters decide to extend the current tax. The data is based on the following:

1. The current sales tax rate of 0.5% generated \$3,003,850 in fiscal year 2013.
2. The population for each of the incorporated entities within Gila County was obtained from the 2014 Arizona Local Government Directory prepared by the League of Arizona Cities and Towns. Those populations are as follows: Globe – 7,532; Hayden – 798; Miami – 1,837; Payson – 15,301; Star Valley – 2,310; and Winkelman – 353. (Based on Gila County numbers the population for Hayden is 798 rather than the 662 shown in the League book.)
3. The population for the unincorporated areas of Gila County (the area where the County is responsible for the roads) was also taken from the League Directory. The overall County population is 53,597. Subtracting the summation of the incorporated entities within Gila County (28,131) from the total County population leaves the population in the unincorporated areas of Gila County at 25,466.

This table below is based on dividing the funds received from the transportation excise tax on population, but includes a minimum amount to be given to each incorporated entity of \$50,000. This would give Hayden and Winkelman each \$50,000 with the remainder being divided among the other five entities based on population. This results in the following potential

allocations:

Entity	Population	Percentage of Distribution	Allocation Based on FY13 Collection
Gila County (Unincorporated) Area)	25,466	46.94%	\$1,410,011.14
Globe	7,532	13.88%	\$417,034.63
Hayden	798	1.66%	\$50,000.00
Miami	1,837	3.39%	\$101,711.71
Payson	15,301	28.20%	\$847,191.57
Star Valley	2,310	4.26%	\$127,900.96
Winkelman	353	1.66%	\$50,000.00
Total	53,597	100.00%	\$3,003,850.00

Mr. McDaniel then stated that the last attachment for review is a draft resolution which would be finalized and distributed to the cities and town in order for a resolution to be adopted by each city and town supporting the ½ Cent Transportation Excise Tax.

Chairman Pastor provided a brief history of this item for the media stating that the County hasn't shared the ½ Cent Transportation Excise Tax revenue with any cities or towns during the 20 years this tax has been in place, so this would be the first step to invite those entities to share in the tax revenues. Vice-Chairman Martin added that twenty years ago, it is her understanding that the cities and towns were invited to participate in these tax revenues; however, they declined. She added that the tax has been used for improvement to unincorporated roads and she feels the County has used the revenue from this tax wisely and for the good of all of Gila County.

Although no action was taken, Chairman Pastor advised that the Board is in agreement and supportive of moving forward with this process. Mr. McDaniel added that the revenue received from the ½ Cent Transportation Excise Tax has been critical to the condition of the road in Gila County and that the County has used the revenue judiciously in the right places at the right time. He added that any information regarding the specific projects that have been completed using this tax and specific projects planned for the future will be made readily available to the public to promote the continuation of the ½ Cent Transportation Excise Tax in Gila County.

**Item 6 – At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues 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 12:04 p.m.

APPROVED:

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Michael A. Pastor, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**ARF-2568**

**Consent Agenda Item 4. K.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

**Reporting Period:** Human Resources reports for the weeks of 06/03/14, 06/10/14, 06/17/14, and 06/24/14.

**Submitted For:** Linda Eastlick  
**Submitted By:** Erica Raymond, Human Resources Assistant, Human Resources Department

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**Information**

**Subject**

Human Resources reports for the weeks of June 3, 2014, June 10, 2014, June 17, 2014, and June 24, 2014.

**Suggested Motion**

Acknowledgment of the Human Resources reports for the weeks of June 3, 2014, June 10, 2014, June 17, 2014, and June 24, 2014.

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**Attachments**

June Human Resources Summary Report

06/03/14 Human Resources Report

06/10/14 Human Resources Report

06/17/14 Human Resources Report

06/24/14 Human Resources Report



Summary	Year To												
	Date	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14
<b>Human Resources Action Items</b>													
DEPARTURES	<b>65</b>	10	8	12	16	9	10						
NEW HIRES REGULAR STATUS	<b>40</b>	4	5	6	13	8	4						
NEW HIRES TEMPORARY STATUS	<b>12</b>	6	0	2	0	2	2						
NEW VOLUNTEERS	<b>0</b>	0	0	0	0	0	0						
DEPARTMENTAL TRANSFERS	<b>31</b>	5	6	3	3	12	2						
END PROBATIONARY PERIOD	<b>53</b>	14	10	5	9	10	5						
OTHER ACTIONS	<b>25</b>	5	1	2	3	8	6						
REQUEST TO POST	<b>45</b>	9	4	4	13	7	8						
<b>Total Transactions</b>	<b>271</b>	<b>53</b>	<b>34</b>	<b>34</b>	<b>57</b>	<b>56</b>	<b>37</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**HUMAN RESOURCES ACTION ITEMS**  
**JUNE 3, 2014**

**DEPARTURES:**

1. Joseph Dorame – Probation – Juvenile Detention Officer – 05/28/14 – General Fund – DOH 10/28/13
2. Christine Ortiz – Public Works – Administrative Clerk Specialist – 05/30/14 – Public Works Fund – DOH 11/03/08
3. LeRoy Bagwell – Probation – Deputy Probation Officer II – 05/29/14 – Adult Probation Services Fees Fund – DOH 10/14/08
4. Jennifer Meyer – Probation – Administrative Clerk Senior – 05/20/14 – State Aid Enhancement Fund – DOH 04/28/14

**END PROBATIONARY PERIOD:**

5. Kimberly Bittner – Probation – Juvenile Detention Officer – 06/24/14 – General Fund
6. Andressa Kumparak – Probation – Juvenile Detention Officer – 06/24/14 – General Fund

**DEPARTMENTAL TRANSFERS:**

7. April Fogle – Probation – Administrative Clerk Senior – 05/20/14 – From General Fund – To State Enhancement Fund – Replacing Jennifer Meyer

**OTHER ACTIONS:**

8. David Jones – Probation – Deputy Probation Officer Supervisor – 06/03/14 – State Aid Enhancement (.50)/Adult Intensive Probation Supervision(.50) Funds – Extending probationary period for 6 months
9. Christian Leos – County Attorney's Office – Legal Secretary (underfill) – 06/09/14 – Cost of Prosecution Reimbursement Fund – Temporary increase to 29 hours week

**HUMAN RESOURCES ACTION ITEMS**  
**JUNE 10, 2014**

**DEPARTURES:**

1. Mary Stemm – Library District – Temporary Library Assistant Senior – 05/16/14 – Library Assistance Fund – DOH 04/28/14

**NEW HIRES:**

2. Marina Cohn – Sheriff's Office – 911 Dispatcher – 06/16/14 – General Fund – Replacing Denise Doney

**TEMPORARY HIRES TO COUNTY SERVICES:**

3. Larry Speer – Assessor's Office – Temporary Appraiser – 06/02/14 – General Fund – Temporary assignment through 08/01/14

**END PROBATIONARY PERIOD:**

4. Delia Ronquillo – Community Services – Administrative Clerk Senior – 06/02/14 – From Workforce Investment Act Fund – Workforce Investment Act Programs Fund

**DEPARTMENTAL TRANSFERS:**

5. Rebecca Taylor – Public Works – From Custodian (.48) – To Custodian (.85) – 06/16/14 – Facilities Management Fund – Replacing Brian Rogers

**HUMAN RESOURCES ACTION ITEMS**  
**JUNE 17, 2014**

**DEPARTURES:**

1. Curtis Johnson – Constituent Services II – Temporary Laborer – 06/06/14 – General Fund – DOH 03/17/14

**NEW HIRES:**

2. Daniel Sterling – Public Works – Automotive Mechanic – 06/23/14 – Fleet Management Fund – Replacing Derek Bartling
3. Adrian Marks – Community Services – Administrative Clerk Senior – 06/23/14 – Various Funds – Replacing Allison Torres

**END PROBATIONARY PERIOD:**

4. Rebecca Taylor – Public Works – Custodian(.85) – 07/27/14 – Facilities Management Fund

**OTHER ACTIONS:**

5. Vanessa Amairia – Sheriff's Office – Administrative Clerk – 06/24/14 – General Fund – Extending probationary period for 6 months

**REQUEST TO POST:**

6. Constituent Services II – Temporary Laborer – Vacated by Curtis Johnson, Matthew Cruz and Tannyn Garcia
7. Community Development – Permit Technician – Vacated by Beverly Valenzuela

## **HUMAN RESOURCES ACTION ITEMS**

**JUNE 24, 2014**

### **DEPARTURES:**

1. Larry Speer – Assessor's Office – Temporary Property Appraiser 1 – 06/18/14 – General Fund - DOH 06/02/14
2. Roland Boyer – Public Works – Materials Tester and Safety Representative – 06/30/14 – Public Works Fund – DOH 04/16/07
3. Peter Licavoli – Sheriff's Office – Deputy Sheriff SRO – 06/06/14 – General Fund – DOH 08/21/06
4. Pamela Morgan-Moore – Clerk of the Superior Court – Courtroom Clerk – 06/13/14 – General Fund – DOH 06/02/14

### **NEW HIRES:**

5. Kirby King – Assessor's Office – Property Appraiser 2 – 06/30/14 – General Fund – Replacing Jeremy Schnepf

### **TEMPORARY HIRES TO COUNTY SERVICES:**

6. Nyomi Sandle – Community Development – Temporary Clerk – General Fund

### **END PROBATIONARY PERIOD:**

7. Mark Warden – Public Works – Building Maintenance Technician Lead – 07/27/14 – Facilities Management Fund

### **OTHER ACTIONS:**

8. Christopher Heath – Public Works – Automotive Mechanic – 07/07/14 – Fleet Management Fund – Extending probationary period for 6 months
9. Stephanie Dean – Library District – Temporary Library Community Liaison – 07/01/14 – Library District Grants Fund – Extending employment through 6/30/15
10. Gloria Thompson – Library District – Temporary Early Literacy Program Coordinator – 07/01/14 – Library District Grants Fund – Extending employment through 6/30/15

### **REQUEST TO POST:**

11. Library District – Globe/Miami Temporary Early Literacy Community Liaison – Vacated by Delores Guerrero
12. Library District – Hayden/Winkelman Temporary Early Literacy Community Liaison – Vacated by Amanda Aguirre
13. Library District – Payson/Star Valley/Pine/Strawberry/Tonto Basin/Roosevelt Temporary Early Literacy Community Liaison – Vacated by Robin Holt and Maxine Piper
14. Library District – Bylas Temporary Early Literacy Community Liaison – New grant position
15. Clerk of Superior Court – Courtroom Clerk – Vacated by Pamela Morgan-Moore
16. Public Works – Administrative Clerk Specialist – Vacated by Christine Ortiz

**ARF-2614**

**Consent Agenda Item 4. L.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 for Week Ending 6-13-14

**Submitted For:** Jeffrey Hessenius,  
Finance Director  
**Submitted By:** Dana Sgroi, Contracts Support  
Specialist, Finance Division

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Week Ending 6-13-14.

**Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of June 9, 2014, to June 13, 2014.

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**Attachments**

Report for County Manager Approved Contracts Under \$50,000 for Week Ending 6-13-14

Service Agreement No. 053014-1 with Mountain Retreat Builders

Service Agreement No. 053014 with Mountain Retreat Builders

Service Agreement 060314-3 with Mountain Retreat Builders

Amendment 1 to Contract No 040214-3 with Mountain Retreat Builders

Service Agreement No. 031214 with Wantland & Sons Construction

Service Agreement No 060314-4 with KWIK KOOL Refrigeration

Service Agreement No 052714 with Deborah Leverance

Amendment 1 to Contract No 040214-1-with Rodriguez Constructions

Authorization to Utilize Maricopa County Contract No. 13024-S

Amendment No. 1 to Limited Services Contract with Redwood Toxicology Laboratory

Service Agreement No 060514 with H&H Heating and Cooling

Amendment No. 2 to Contract 042312 with Sun Devil Fire Equipment

Document Conversion Contract Services No. 052114 with Lin-Cum, Inc.

Support & Maintenance Agreement 36813CONSVR with HOV Services

Amendment No 1 to Contract No 041214 with Alhambra MHP & Storage, LLC

**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000**

**June 9, 2014 to June 13, 2014**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
053014-1 Mountain Retreat Builders	Service Agreement No. 053014-1 Weatherization Project No. HH#5687	\$8,755.55	6-11-14 to 6-30-14	6-11-14	Expires	Contractor shall perform the following scope of work: install a gas pack, seal ductwork, weatherstrip doors, install ASHREA fan, remove/replace evaporative cooler, repair gas piping and add insulation.
053014 Mountain Retreat Builders	Service Agreement No. 053014 Weatherization Project No. HH#2715	\$9,915.55	6-11-14 to 6-30-14	6-11-14	Expires	Contractor shall perform the following scope of work: remove/replace furnace, install ASHREA fan, remove evaporative cooler, seal vents, insulate the attic and belly, replace refrigerator and add sun screens.
060314-3 Mountain Retreat Builders	Service Agreement No. 060314-3 Pinal/Gila Project No. HH#3922	\$1,500.00	6-11-14 to 6-30-14	6-11-14	Expires	Contractor shall perform the following scope of work: make existing deck and ramp handicap accessible, add new plywood to old deck for support and add a rail to outside of ramp for safety.
040214-3 Mountain Retreat Builders	Amendment No. 1 to Service Agreement No. 040214-3 Major Rehab Project No. HH#9736	\$500.00	6-11-14 to 6-30-14	6-11-14	Expires	Scope of work to include, but not limited to: install a bathing fan.
031214 Wantland & Sons Construction	Service Agreement No. 031214 Masonry Wall Repair Project	\$6,383.97	6-11-14 to 6-30-14	6-11-14	Expires	A vehicle accident resulted in damage to Gila County masonry wall at Besich Blvd and Russell Road in Globe. In order for the insurance company to create a claim, they need a quote. A Request for Quote was sent out to nine contractors. Wantland was the lowest, responsible bidder of the bids that were received by the County.

**June 9, 2014 to June 13, 2014**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
060314-4 Kwik Kool Refrigeration	Service Agreement No. 060314-4 URRD Work Contract	\$7,000.00	6-11-14 to 6-10-13	6-11-13	Option to renew for two (2) additional one (1) year periods	The purpose of this contract is to enable Kwik Kool to continue URRD services for Housing Clients.
052714 Deborah Leverance	Service Agreement No. 052714 Gila County Library District Early Literacy Advocacy and Outreach Grant	\$800.00	6-11-14 to 6-10-13	6-11-13	Option to renew for two (2) additional one (1) year periods	Contractor shall continue to work with area Kindergarten teachers and their Principals to develop and conduct reading readiness data for beginning kindergarten students in the Gila Regional Service Area. These services are required per the renewal for the First Things First Community-Based Early Literacy Grant for the Gila County Library District.
040214-1 Rodriguez Constructions, Inc.	Amendment No. 1 to Service Agreement No. 040214-1 Weatherization Project No. HH#8326	\$3,902.06	6-11-14 to 6-30-14	6-11-14	Expires	Amendment No. 1 has been issued to cover additional costs for unexpected changes in the original scope of work. See Attachment "A" to Amendment No. 1 for cost breakdown of Change Order.
13024-S Norment Security Group	Authorization to Utilize Maricopa County Contract No. 13024-S with Norment Security Group	\$13,683.11	6-11-14 to 6-30-14	6-11-14	Expires	Vendor needs to install a security system for the new bypass & entry gate that is being installed at the Globe jail.
Redwood Toxicology Laboratory	Amendment No. 1 to Limited Services Contract Professional Drug Testing Laboratory for Detection of Chemical Substances or Alcohol	\$35,000.00	7-1-14 to 6-30-15	6-11-14	Expires	Amendment No. 1 will extend the contract term with Redwood Toxicology Labs for an additional year. Redwood provides professional drug testing.



**June 9, 2014 to June 13, 2014**

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
060514 H&H Heating & Cooling	Service Agreement No. 060514 Emergency Repair A/C Unit Assessor's Office, Payson, AZ	Amount not to exceed \$700.00	6-11-14 to 7-10-14	6-11-13	Expires	Currently the A/C is not working and needs to be repaired immediately.
042312 Sun Devil Fire Equipment	Amendment No. 2 to Service Agreement No. 042312 Fire Extinguisher Inspections Southern Gila County	\$3,500.00	5-1-14 to 4-30-15	6-11-13	Expires	Amendment No. 2 has been issued to extend the term of the contract for one additional year. Contractor will perform annual fire extinguisher inspections for the estimated 254 extinguishers in Southern Gila County. They shall also perform maintenance and repair as needed upon County request.
052114 Lin-Cum, Inc.	Document Conversion Services Contract No. 052114 Clerk of the Superior Court	\$16,345.65	7-1-14 to 6-30-15	6-11-14	Renews	Contractor will provide document conversion services for the Clerk of Superior Court. The contractor will pickup and prepare records for filming; documents are usually prep-prepared; staples removed, etc. Microfilm archival-process and QC. Microfiche-jacket, title and index. Store original microfiche jackets in Lin-Cum vaults, for offsite backup and disaster recovery.
36813CONSVR HOV Services	Support and Maintenance Agreement No. 36813CONSVR	\$1,010.00	7-21-14 to 7-20-15	6-11-14	Expires	Support and maintenance agreement for the Minolta RP605Z, Minolta RFC11 Roll Film Carrier, Minolta FC5 Fiche Carrier. A microfilm reader for the Recorder's Office.
040214 Alhambra MHP & Storage	Amendment No. 1 to Lease Agreement No. 040214 Alhambra MHP & Storage, LLC	\$1,428.00	6-1-14 to 5-30-15	6-11-14	Expires	The Globe County Attorney's office rents storage space at Alhambra Mobile Home Park & Storage in Globe. Amendment No. 1 will add one (1) storage unit; \$115, for an additional \$1,428.00 per year.

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 Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://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. 053014-1**  
**WEATHERIZATION PROJECT NO. HH#5687**

**THIS AGREEMENT**, made and entered into this 11th day of JUNE, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#5687, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to Attachment "A" to Service Agreement 053014-1 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 053014-1 by mention made a binding part of this agreement as set forth herein

**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. 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](mailto: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 – 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 7–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 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:** Contract shall be effective date signed by the County Manager and expire on June 30, 2014.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$8,755.55 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. 053014-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 6/10/14

**MOUNTAIN RETREAT BUILDERS**

  
Signature  
  
Print Name



Gila County Housing Services

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



**RESPEC  
Work Write-up**

Case Number:

BID TOTAL \$:

8,755<sup>55</sup>

Property Information:

656 W. Blake St.  
Globe AZ 85501-

Jurisdiction: City of Globe

Target Area: General Area

Census: 2

Owner:

Ronnie Rivers  
656 W. Blake St.  
Globe AZ 85501-

Phone: (928)200-8604

Mobile:

BID OPENING DATE 0

CONTRACTOR INFORMATION

Name:

M R B LLC

Address:

745 East Seneca Dr

Globe AZ

85501

Voice:

Fax:

928-606-4674

email:

Single Family Dwelling

Unit Info:

Single Family

Owner

Rivers Ronnie  
656 W. Blake St.

Phone: (928)961-4126 Work Phone: (928)200-8604



RESPEC Contractor Bid Case#

Page# 2 of 3

Printed on: 5/29/2014 7:55:49 AM

**Interior****Single Family Dwelling****Single Family****House****Performance**

1	0000000002	0 ea	0	\$
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**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.

2	0000000000	0 NA	0	\$
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**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-.

3	0000000001	0 NA	0	\$
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**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.

**Cooling system**

4	0120010003	0 NO	0	\$	5697 <sup>00</sup>
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**Install GAS PACK**

Remove old furnace and replace with new GAS Pack A/C system 2.5 Ton 14 Seer as specified to code.

NEATLY tie into existing duct work. Install new t-stat and flue liner.\*\*\*\*( Flue liner as needed for orphaned gas appliances, water heater etc. If not necessary, indicate in writing.)

Install a new 90+% AFUE, ENERGY STAR rated furnace and digital thermostat as specified including, any needed ductwork, thermostat, registers, and main disconnect to code.

1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your request for payment, showing the sizing of the furnace for the design heat load. Do not over size the unit.

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 ) and do a static pressure check between supply and return ducts.

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 Leave home owner with a case of filters to fit fram. )

8) ALL provisions of this item must be met to warrant payment.

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the

RESPEC Contractor Bid Case#

Page# 3 of 3  
Printed on: 5/29/2014 7:55:49 AM

addition of a properly drained overflow pan. If roof mounted must be installed directly above ducts on a manufactured curb.

\*\* Verify operation or lack thereof of a/c unit to avoid potential disputes. If problems are noted, obtain home owner signature indicating such.

5	0120020002	0 LF	0	\$	<u>950<sup>00</sup></u>
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**Seal Ductwork**

Remove all defective material and replace with new Seal all seams with mastik as shown reteast duct to met wap standards of 1 pa for existing or .5 pa for new register.

6	0060020002	0 NO	0	\$	<u>100<sup>00</sup></u>
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**Weatherstrip Door**

Install adjustable tubular weatherstripping snugly against door without gaps. Include threshold and sweep and check for smooth operation front door.

**Mechanical**

7	0180170017	0	0	\$	<u>350<sup>00</sup></u>
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**Install ASHREA Fan**

Install a Ashrea fan to met calculator requirments of 62.2

8	0180040041	0	0	\$	<u>500<sup>00</sup></u>
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**Remove old cooler and windoe a/c units.**

Remove the evaporative cooler patch opening, remove water line and call rehab specialists to pick up old appliances.

**Plumbing Repairs**

9	0130090090	0	0	\$	<u>200<sup>00</sup></u>
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**Repair gas piping.**

Remove the gas flex line and valve for the stove that is in the laundry room and relocate it threw the wall so that it is in the kitchen and install new gas valve and flex to the stove, check for gas leaks and for ppms.

**Insulation**

10	0060010006	0 S.F.	0	\$	<u>768<sup>55</sup></u>
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**Blown Fiberglass, Open Attic - ( R38)**

Coverage should be as level as possible, and to the depth of material that corresponds with each R- value. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging. Material shall meet and conform to ASTM C764-84. Adding a R-19 to existing only after all misalignment repairs are made then make sure we have bag info and ruler installed. Make sure to met WAP Standards.

Total for: House	\$	<u>                    </u>
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Total for: Interior	\$	<u>                    </u>
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Job Total Cost:	\$	<u>8,755<sup>55</sup></u>
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Cost 8,209<sup>21</sup>  
Tx 546  
8,755<sup>55</sup>

**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 Marcanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

**Jeff Hessenius, Finance Director**

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 053014**  
**WEATHERIZATION PROJECT NO. HH#2715**

**THIS AGREEMENT**, made and entered into this 11<sup>TH</sup> day of JUNE, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below for Weatherization Project HH#2715, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to Attachment "A" to Service Agreement 053014 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 053014 by mention made a binding part of this agreement as set forth herein

**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. **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](mailto: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.

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

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

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 – 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 7–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 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:** Contract shall be effective date signed by the County Manager and expire on June 30, 2014.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$9,915.55 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

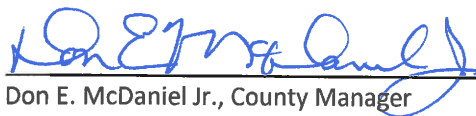
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

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.

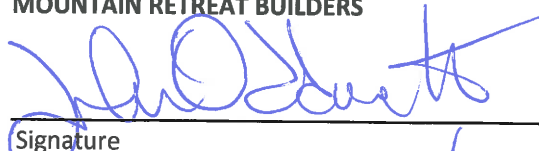
**IN WITNESS WHEREOF,** Service Agreement No. 053014 has been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 6/11/14

**MOUNTAIN RETREAT BUILDERS**

  
Signature

John O'Donnette  
Print Name



Gila County Housing Services

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



## RESPEC Work Write-up

Case Number:

BID TOTAL \$:

9,915 <sup>55</sup>

## Property Information:

205 S. Franz Ave  
Miami AZ 85539-

Jurisdiction: Town of Miami

Target Area: General Area

Census: 2

Owner:

Vera Goss  
205 S. Franz Ave  
Miami AZ 85539-

Phone: (928)473-4350

Mobile:

BID OPENING DATE 0

## CONTRACTOR INFORMATION

Name:

Address:

Voice:

Fax:

email:

M.R.B. LLC

745 E. + Santa Ar

Globe, AZ

85539

928-606-4674

## Mobile Home

Unit Info:

Single Family

Owner

Goss Veras

205 S. Franz Ave

Phone: (928)473-4350 Work Phone:

RESPEC Contractor Bid

Case#

Page# 2 of 3

Printed on: 5/29/2014 7:56:18 AM

**Interior****Mobile Home****Single Family****House****Performance**

1	0000000000	0 NA	0	\$	
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**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-.** All entities are willing to wave fees, in order to get paid out contractor must provide all permits required by building commissions to complete work write up!

2	0000000001	0 NA	0	\$	
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**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	0000000002	0 ea	0	\$	
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**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	0000000003	0 1	0	\$	
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**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.

Note: no lead Found at this project, and home is a post 1978.

**Cooling system**

5	0180020020	0	0	\$	5715 <sup>00</sup>
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**Remove and replace the furnace.**

Remove the old furnace with a 1.5 Ton 14 seer 40K or correctly sized 80%A.F.U.E. gas pack system. With a new digital T-stat and local valve and flex. Also seal the furnace cabinet and duct to heater area with mastic, and seal all registers to Arizona's weatherization standards.

**Mechanical**

6	0180170017	0	0	\$	350 <sup>00</sup>
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**Install the correct ASHRAE Fan**

Install ASHREA fan to Specifications verify cfm with Calculator and set fan to meet requirements, must have on off capabilities and be adjustable.

7	0180100010	0	0	\$	
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RESPEC Contractor Bid

Case#

Page# 3 of 3

Printed on: 5/29/2014 7:56:18 AM

**Remove cooler**

Remove the evaporative cooler, and window A/C units, replace missing glass and make sure windows are sealed operable. Remove the stand and dispose of deliver or call Housing services specialist to pick up old appliances at time of removal.

8 0180140141 0 0 \$ 200.00

**Seal vents**

Seal all the supply and return air vents with mastic to meet Arizona's weatherization standards of 0.5 Pa on new duct and 1.0 pa on existing system.

**Attic**

9 0060010006 0 S.F. 0 \$ 650.00

**Blown Fiberglass, Open Attic - (R38)**

Coverage should be as level as possible, and to the depth of material that corresponds with each R- value. According to each individual manufacturer's recommendations for initially installed thickness and settled density: usually found in the coverage table on the material packaging. Material shall meet and conform to ASTM C764-84. and to Arizona's weatherization standards.

**Insulation**

10 0060010011 0 S.F. 0 \$ 650.00

**Fiberglass Belly Insulation Repair**

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. Easiest way to achieve all requirements is to install insulation with out vapor barrier to complete a complete coverage, then install tyveks or a vapor barrier to complete job to weaterization standards.

**Appliances**

11 0330010010 0 0 \$ 650.00

**Refrigerator replacement**

Replace the old refrigerator with a new 18 cubic ft energy star model and operate to confirm safe operation and meter unit with watts up record readings at time of install.

Note: Must call rehab specialist at time of delivery and provide old unit for there removal same as the rest of the appliance's removed from the project!

**Weatherzation**

12 006007 0 0 \$ 350.00

**Sun Screens**

Install sun screens on all windows indicated. Screens must be aesably removed and attached by locking hardware.

Locations needed are 2 on the south and 3 on the west side of home.

Total for: House \$ \_\_\_\_\_

Total for: Interior \$ \_\_\_\_\_

Job Total Cost: \$ 7,915.55

Subtotal 9296.82  
Tax 618.73

**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](http://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  
Fax: (928) 425-7056

1400 E. Ash Street  
Globe, AZ 85501

## **SERVICE AGREEMENT NO. 060314-3**

### **Pinal/Gila Project HH#3922**

**THIS AGREEMENT**, made and entered into this 11<sup>TH</sup> day of JUNE, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Mountain Retreat Builders**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below for Pinal/Gila County Project HH#3922, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 060314-3, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 060314-3, by mention made a binding part of this agreement as set forth herein.

**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. **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** 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 emailed to Jeannie Sgroi at [jsgroi@gilacountyaz.gov](mailto: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 – 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 7 – 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 or 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 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:** Contract shall be effective date signed by the County Manager and expires June 30, 2014.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$1,500.00 for completion of the projects as outlined in the Scope of Services



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

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

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

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

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

**IN WITNESS WHEREOF**, two (2) identical counterparts of Service Agreement No. 060314-3, 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 11 day of JUNE, 2014.

**GILA COUNTY:**

  
Don E. McDaniel, Jr., County Manager

**MOUNTAIN RETREAT BUILDERS**

  
Signature

  
Print Name



### **AMENDMENT NO. 1**

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

---

### **SERVICE AGREEMENT NO. 040214-3 MAJOR REHABILITATION PROJECT NO. HH#9736 MOUNTAIN RETREAT BUILDERS**

Effective April 2, 2014, Gila County and Mountain Retreat Builders entered into a contract whereby Mountain Retreat Builders agreed to provide labor and materials required for performing all work for construction in Rehabilitation Project No. HH#9736, in Globe, Arizona.

**Service Agreement 040214-3** was issued for a total flat fee of \$39550.55. **Amendment No. 1 to Service Agreement 040214-3** is being issued to request an addition to the contract scope in the amount of Five Hundred dollars and 00/100's (\$500.00), to install a bath fan. Refer to attached Attachment "A" to Amendment No. 1 to Service Agreement 040214-3 by mention made a binding part of this Amendment.

Consequently, the contract is amended to increase the contract amount by \$500.00 for a new total contract amount of Forty Thousand, fifty dollars and 55/100's (\$40,050.55).

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



**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 11<sup>TH</sup> day of JUNE, 2014.

**GILA COUNTY:**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 6/11/14

**MOUNTAIN RETREAT BUILDERS**

  
\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
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 Mercanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

**Jeff Hessanius, Finance Director**  
Phone (928) 402-8743

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 031214**

**MASONRY WALL REPAIR PROJECT**

**THIS AGREEMENT**, made and entered into this 11TH day of JUNE, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Wantland & Sons Construction LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Public Works Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona. All work performed by Contractor shall be in conformance with industry standards and best practices.

**Scope of Work:** Refer to Request for Quote No. 031214 attached, and Attachment "A" by mention made a binding part of this agreement as set forth herein.

**Contractor Fee's:** Refer to Request for Quote No. 031214 attached, and Attachment "A" by mention made a binding part of this agreement as set forth herein.

**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. 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@gilacountvaz.gov](mailto:jsgroi@gilacountvaz.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 - 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 7- 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 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:** Contract shall be effective date signed by the County Manager and expire three weeks from Notice to Proceed.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$6,383.97 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.

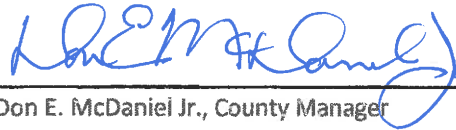


Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

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. 031214 has been duly executed by the parties hereinabove named, on the date and year first above written.

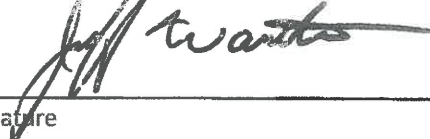
GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 6/11/14

WANTLAND & SONS CONSTRUCTION LLC



Signature

Jeff Wantland

Print Name

Please Allow 6 wks for manufacturing  
of block before we can start the job.  
Thank you

## REQUEST FOR QUOTE NO. 031214 GILA COUNTY



### JOB/PROJECT DESCRIPTION

Project consists of masonry wall repair at the southwest corner of Besich Boulevard and Russell Road in Globe, AZ.

Location: S.W.C. of Besich Boulevard and Russell Road  
Globe, AZ

#### Scope of Work and Specifications:

- Per Attachment "A", Scope, Bid Schedule and Drawings
- Contractor is to use the Bid Schedule on Page 2 of Attachment "A" to submit their quote.
- A mandatory walk through is scheduled for 8:00 A.M. on Wednesday, March 18, 2014. The Project Manager is Mike Gillette, 928-200-3249. If vendor does not complete the mandatory site visit, the County will not accept their bid.
- The contractor will be responsible for all material and labor to perform the above work. It is the contractor's responsibility to inspect the project site to determine the necessary materials to complete the project prior to providing a bid.

QUOTE DUE DATE: Please email or fax quote by, 11:00 A.M. on Wednesday, March 26, 2014 to,  
Jeannie Serot, [jserot@gilacountyaz.gov](mailto:jserot@gilacountyaz.gov), fax 928-402-4386

Contractor Name: <u>Wentland &amp; Sons Const. LLC</u>	
Contractor Address: <u>P.O. Box 11632 Payson Ar 85547</u>	
Contractor Phone #: <u>928-978-1109</u>	Email Address: <u>hakeaccounting@gmail.com</u>
Contractor Signature: <u>[Signature]</u>	
<b>TOTAL COST FOR MATERIAL &amp; INSTALLATION</b>	
LABOR COST	\$ <u>4979.50</u> (TAXES INCLUDED)
MATERIAL COST	\$ <u>1404.27</u> (TAXES INCLUDED)
<b>Total \$ <u>6383.77</u></b>	

**Block Wall Repair Project at Beach Boulevard and Russell Road in Globe**

**Demo:**

- Remove and dispose of approximately 14 lf x 4 ft of existing damaged wall and approximately 8 lf of damaged footing.
- Protect in place existing undamaged wall and curb and gutter.

**Construct:**

- Approximately 14 lf x 4 ft of wall and approximately 8 lf footing per ADOT Standard Detail SD 8.02-1 Sound Barrier Wall (field modified).

**Scope:**

The project is located on the south west corner of Beach Boulevard and Russell Road in Globe, Arizona and consists of removing and replacing approximately 14 lf of existing damaged wall and approximately 8 lf of damaged footing. The project duration will be three weeks and work hours will be 6 am until 5 pm Monday thru Friday. The contractor shall obtain a Right of Way permit from the Gila County Public Works Engineering Department prior to beginning work. The contractor shall protect in place all existing structures including non-damaged walls, curb and gutter. The contractor shall demo and remove approximately 14 lf of the damaged wall and 8 lf of the footing.

The contractor shall construct approximately 14 lf of block wall and 8 lf of footing per modified per ADOT Standard Detail SD 8.02 sound barrier wall (field modified). If the existing rebar reinforcing is to be reused the rebar must be thoroughly cleaned and reshaped. If new rebar reinforcing is to be used the exposed existing rebar is to be cut off cleanly and new rebar drilled and epoxy set into sound concrete with a minimum embedment length of 6 in for vertical bars and 8 in for horizontal bars. The #6 x 1'-6" epoxy coated dowels in the vertical control joint can be reused if the bar and epoxy coating are sound. Compaction, grout, and mortar testing will be the responsibility of the contractor. All testing and sampling as specified herein shall be performed by a geotechnical laboratory. In order to expedite the inspection and testing of materials, the Contractor's Engineer shall furnish complete statements to the Owner's Project Manager as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

All bids shall include a unit price breakdown however, the bid will be awarded based on a not to exceed lump sum amount. The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, he shall immediately call upon the Owner's Project Manager for his interpretation and decision, and such decision shall be final.

The original block was purchased at Superlite Block in Phoenix and the color is Cocoa Brown. The mortar was from Amerimix mortar color #68.

## Bid schedule:

Bid Item	Description	Unit Price	Unit (sq, lb, ton)	Extended Price
1	Demo	1474.12	1	1474.12
2	Masonry	1308.82	1	1308.82
3	Mortar	131.62	1	131.62
4	Grout	1652.82	1	1652.82
5	Rebar	10.52	30	315.80
6	Traffic Control	894.82	1	894.82
7	Testing	2145.89	1	2145.89
	Lump Sum Bid Total			\$ 6223.97

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



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

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 060314-4**

**URRD WORK CONTRACT**

**THIS AGREEMENT**, made and entered into this 11<sup>TH</sup> day of JUNE, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **KWIK KOOL Refrigeration**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 – SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Director** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 060314-4** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 060314-4** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 060314-4**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

**ARTICLE 2 – TERMINATION:** The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

**ARTICLE 3 - INDEMNIFICATION:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers,

directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**ARTICLE 4 – INSURANCE REQUIREMENTS:** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

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

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **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.



- 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](mailto: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 – 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 7 – 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 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:** This 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 option to renew the contract for two (2) additional one (1) year periods upon agreement of both parties.

**ARTICLE 15 – PAYMENT/BILLING:** Contractor shall be paid on a Time and Materials basis per the mutually agreed upon rate schedule found in Attachment "A" to Service Agreement No. 0060314-4, in an amount of up to, but not to exceed without prior written authorization, \$ 7,000.00.

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

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

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

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

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

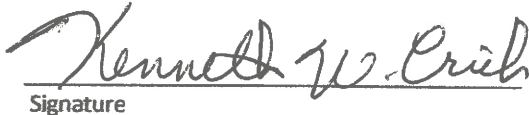
**IN WITNESS WHEREOF**, Service Agreement No. 060314-4 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
Don E. McDaniel Jr., County Manager

Date: 6/11/14

KWIK KOOL REFRIGERATION, INC.

  
Signature

Kenneth W. Crick  
Print Name

5-13-17

**Kwik KOOL Refrigeration, Inc.**  
**Service Call Rate Chart**

**Basic Service Call Rate for Globe-Miami:**

**Residential - \$50.00 + \$5.00 fuel surcharge**

**Commercial - \$65.00 + \$5.00 fuel surcharge**

**Basic Service Call Rate for Surrounding Area including Peridot, San Carlos,**

**Superior: Residential & Commercial - \$65.00 + \$10.00 fuel surcharge**

**Basic Service Call Rate for Hayden, Winkelman, Kearny, Roosevelt Lake**

**Residential & Commercial - \$75.00 + \$10.00 fuel surcharge**

**Basic Service Call Rate for Dylas, Mammoth, Apache Jct., etc.:**

**Residential & Commercial - \$100.00 + \$10.00 fuel surcharge**

**Hourly Rates:**

**Note: Can charge 30 minute minimum**

**One Technician:**

**Residential - \$50.00 (All locations)**

**Commercial - \$65.00 (All locations)**

**One Technician & Helper:**

**Residential - \$75.00 (All locations)**

**Commercial - \$97.50 (All locations)**

**Note: No overtime charged to customer at any time**

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**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](http://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. 052714**

**GILA COUNTY LIBRARY DISTRICT EARLY LITERACY ADVOCACY AND OUTREACH GRANT**

**THIS AGREEMENT**, made and entered into this 11th day of JUNE, 2014, by and between the Gila County Library District, a political subdivision of the State of Arizona hereinafter designated the District, and Deborah Leverance, of the City of Globe, State of Arizona, hereinafter designated the Evaluator.

**WITNESSETH:** The Evaluator, for and in consideration of the sum to be paid him by the District, 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 Evaluator will work with the area Kindergarten teachers and their Principals to develop and conduct a survey to collect baseline data regarding the reading readiness of beginning kindergarten students in the Gila Regional Service Area.

**ARTICLE 2 – EARLY TERMINATION:** Contract shall terminate thirty (3) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or reports shall be prepared and submitted, all within thirty (30) days. The District's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

**ARTICLE 3 - INDEMNIFICATION:** Evaluator shall indemnify, defend, save and hold harmless the District 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 Evaluator or any of its owners, officers, directors, agents, employees. 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 Evaluator 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 Evaluator from and against any and all claims. It is agreed that Evaluator 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 Evaluator agrees to waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by the Evaluator for the District.

**ARTICLE 4 – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** Evaluator hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Evaluator's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Evaluator shall further ensure that each Subcontractor who performs any work for Evaluator under this contract likewise complies with the State and Federal Immigration Laws. District shall have the right at any time to inspect the books and records of Evaluator and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Evaluator'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 Evaluator 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, Evaluator 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.

Evaluator shall advise each Subcontractor of District'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 District 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 Evaluator. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Evaluator's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Evaluator shall be entitled to an extension of time, but not costs.

**ARTICLE 5 – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Evaluator shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Evaluator. The Evaluator shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**ARTICLE 6 – CANCELLATION:** This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the District shall be liable only for payment for services rendered and accepted material received by the District before the effective date of termination.

**ARTICLE 7 – NON-APPROPRIATIONS CLAUSE:** Evaluator acknowledges that the District 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 District's obligations under this contract, then this contract shall automatically expire without penalty to District after written notice to Evaluator of the unavailability and non-appropriation of public funds. It is expressly agreed that the District shall only activate this non-appropriation provision as an emergency fiscal measure. The District shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the District to contract with another Evaluator for the same supplies or services covered under this Addendum.

**ARTICLE 8 – ENTIRE CONTRACT CLAUSE:** The Evaluator and the District 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 9 – NON-WAIVER OF ENFORCEABILITY:** Failure of the District to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Evaluator 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 District to enforce each and every provision

**ARTICLE 10 – 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 11– TERM:** This Agreement 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 option to renew the contract for two (2) additional one (1) year periods upon agreement of both parties.

**ARTICLE 12 – PAYMENT/BILLING:** The scope of Services as outlined above will be performed with a not-to-exceed budget of \$800.00.

The District will distribute these funds payable at \$20.00 per hour worked upon receipt by the District of a progress report submitted by the Evaluator that verifies the survey activities and work performed. It will further be the responsibility of The Evaluator to submit a final completion report to the District within 30 days of completion of the project work.

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 District. Any unauthorized work may result in non-payment to the Evaluator.

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

The Evaluator 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 Evaluator does not have a current W-9.

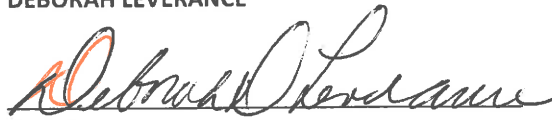
IN WITNESS WHEREOF, Service Agreement No. 052714 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
Don E. McDaniel Jr., County Manager

Date: 6/11/14

DEBORAH LEVERANCE

  
Signature

Deborah D Leverance  
Print Name





### **AMENDMENT NO. 1**

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

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**SERVICE AGREEMENT NO. 040214-1  
WEATHERIZATION PROJECT NO. HH#8326  
RODRIGUEZ CONSTRUCTIONS, INC.**

Effective April 9, 2014, Gila County and Rodriguez Constructions, Inc. entered into a contract whereby Rodriguez Constructions, Inc. agreed to provide labor and materials required for performing all work for construction in Rehabilitation Project No. HH#8326, in Globe, Arizona.

**Service Agreement 040214-1** was issued for a total flat fee of \$32,567.87. **Amendment No. 1 to Service Agreement 040214-1** is being issued to request an addition to the contract scope in the amount of Three Thousand, Nine Hundred and Two dollars and 06/100's (\$3,902.06), for additional construction on north walls, sheet goods on floors and screens on west porch. Refer to attached Attachment "A" to Amendment No. 1 to Service Agreement 040214-1 by mention made a binding part of this Amendment as set forth herein.

Consequently, the contract is amended to increase the contract amount by \$3,902.06 for a new total contract amount of Thirty-six Thousand, Four Hundred and Sixty-Nine dollars and 93/100's (\$36,469.93).

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

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 11th day of JUNE, 2014.

**GILA COUNTY:**

  
\_\_\_\_\_  
Don E. McDaniel Jr., County Manager

Date: 6/11/14

**RODRIGUEZ CONSTRUCTION, INC.**

  
\_\_\_\_\_  
Signature

Art Rodriguez  
\_\_\_\_\_  
Print Name



## ATTACHMENT "A" TO AMENDMENT NO. 1 TO SERVICE AGREEMENT 040214-1



Miami, AZ 85539

Phone: 928-425-7244

Fax: 928-425-5337

rodriguezconst@hotmail.com

RES/COMM. LIC:  
ROC247373K42  
RES. LIC: ROC247371B  
COMM. LIC: Roc247372 B-01

Invoice

Date	Invoice #
6/2/2014	1537

Gila County Housing  
5515 South Apache Avenue  
P. O. Box 1254  
Globe, AZ 85502

Change Order #1  
Window Installation  
Sheet goods

		2014-00000771	
Description	Qty	Rate	Amount
Item 1: Window installation Had to rebuild all north walls to accommodate new windows. This required extensive materials and labor. In addition all windows in concrete openings had to have rough opening resized to accommodate custom order windows installed.		1,580.00	1,580.00
Item 2: Using the material allowance under, Item #17 install sheet goods and wood based trim, our subcontractor price could not meet your allowance. After receiving an estimate from John's Furniture ( \$3,842.87) it is determined we need an additional \$1342.87 in order to complete this portion of the scope of work.		1,342.87	1,342.87
Item 3: Install 8 screens to the west side of home		796.80	796.80
Sales Tax		6.24%	102.39
		Payments/Credits	50.00
		Balance Owed	\$3,902.06

WE ACCEPT VISA AND MASTERCARD

## EXECUTIVE SUMMARY FORM

Contract Name:

Globe Jail Pedestrian Bypass & Entry Gate Security System

Contract No.:

13024-S Maricopa County/  
S.A.V.E. Co-op

**Statement of Purpose and Need (3-5 Sentences)**

Vendor will need to install a security system for the new bypass & entry gate that is being installed at the Globe jail.

Contract End Date:

As soon as possible

Renewal Option:

☐ Yes  
☒ No

Maximum Dollar Limit:

\$13,683.11

**Contract Information**

Firm Name: Norment Security Group, Inc.

Contact Person: Matt Bauer

Address: 446 North Austin Drive Suite 1

Phone No: 480-940-6970

City: Chandler

State: AZ

Fax: 480-753-3533

Email: [matt.bauer@normentsecurity.com](mailto:matt.bauer@normentsecurity.com)

Fund: Cap Improvements/Sheriff/Globe Jail/Capital Outlay-CIP

Type of Funds:

☐ Restricted  
☐ Grant  
☐ General Fund  
☐ Other

Fund Code: 1007.300.883.000.4500.19

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 Maricopa County, for cooperative purchasing. By using the Maricopa County contract with Norment Security Group, Inc., it will save the county in both time and money for a rate that already been established in the Maricopa County bidding process.

Authorization to use a Cooperative Purchasing Agreement with Maricopa County, Contract No. 13024-S, for Security Electronic Systems: Parts, Maintenance & Repair approved this 11 day of JUNE, 2014.

GILA COUNTY MANAGER

  
Don E. McDaniel, Jr.

**Norment Security Group, Inc.**  
446 North Austin Drive, Suite 1  
Chandler, Arizona 85226-2634  
Phone: (480) 940-6970 Facsimile: (480) 753-3533

**Proposal**

**Project:** Gila County Jail  
**Location:** Globe, AZ  
**Customer:** Gila County Jail  
**Contact:** David Hom  
**Phone No.:** 928-701-2335  
**Fax No.:**

**Prepared By:** H. Pearsall

**Date:** 4/17/2014  
**Time:** 21:42  
**Proposal No.:** 999962141071A  
**Page:** 1

**Scope of Work:** Provide the following for adding man gates to existing touchscreen/plc security system

- (2) Mag locks - materials only - owner to install
- (2) DPS switches - materials only - owner to install
- (2) Wire/cables for above devices - materials only - owner to install
- (1) Intercom Station - owner to install
- (1) Wire/cable for intercom - owner to install
- (1) Power supply system with battery for above lock devices
- Labor for wire terminations at EOL and relay/inputs
- Labor for software modifications to PLC and Touchscreen

**Note:** All terms and conditions of Maricopa County Contract No. 13024-S apply

**Price Summary:**

<b>Materials:</b>	<b>\$4,717.50</b>
<b>Tax:</b>	<b>\$365.61</b>
<b>Installation:</b>	<b>\$8,600.00</b>
<b>Total This Proposal:</b>	<b>\$13,683.11</b>

**Special Terms:** Pricing is valid for a period of 90 days from the date of this proposal.  
Payment terms are net 30 days from date of invoice.  
Pricing includes a one-year warranty on parts and labor.  
Standard freight (ground) is included and is F.O.B. destination

**Proprietary**  
**Norment Security Group, Inc.**  
4/17/2014

**From:** [Matt Bauer](#)  
**To:** [Sgroi, Jeannie](#)  
**Subject:** Additional information on Proposal#99996214107A Gila County Jail - Add Gate controls and Mag Locks  
2014\_04\_17Revised  
**Date:** Wednesday, June 04, 2014 12:00:35 PM  
**Attachments:** [Gila County Jail Gates Additional Information 6-4-14.pdf](#)

---

Ms. Sgroi;

Per our phone conversation today, I have attached a break down for the above project. Please let me know if you have any additional questions.

Have an excellent week!

Matt Bauer

Norment Security Group, Inc.

Matt Bauer  
Maintenance Manager  
Norment Security Group, Inc. - Southwest  
Phone: (480) 940-6970  
Fax (480) 753-3533

**Gila County Jail**  
**Globe Jail Pedestrian Bypass & Entry Gate Security System project**

Date: June 4, 2014

Item	Code	Qty.	Manufacturer	Part Number	Description	Unit Cost	Extended Cost	Unit Price	Extended Price
1	M	2			Mag Locks - 12VDC - for fence main gate	\$1,225.00	\$2,450.00	\$1,225.00	\$2,450.00
2	M	2			DPS switches for fence main gate wiring/cable - 2c DPS, 2c Lock - 4c Total #14THHN - 200ft per(?)	\$52.50	\$105.00	\$52.50	\$105.00
3	M	2	Connect Air		Omron Relay for Trentech 237 board (if not already installed)	\$285.00	\$570.00	\$285.00	\$570.00
4	M	2	Omron	LYIN	12VDC @6A with battery charger & (4) fused outputs	\$14.33	\$28.66	\$14.33	\$28.66
5	M	1	Altronix	AL600ULPD4	12V7AH BATTERY	\$281.00	\$281.00	\$281.00	\$281.00
6	M	1	Yuasa	NP7-12	Weather-resistant IC Station w/ Call Switch	\$27.00	\$27.00	\$27.00	\$27.00
7	M	1	Atlas Sound	WPVT-6SN	Weather-resistant backbox	\$109.35	\$109.35	\$109.35	\$109.35
8	M	1	Atlas Sound	SEN	2pr, ind shield, 22AWG - 100ft - Intercom cable	\$34.55	\$34.55	\$34.55	\$34.55
9	M	1	Connect-Air	W222P-2009B	PLC Software Labor	\$168.00	\$168.00	\$168.00	\$168.00
10					Touchscreen Software Labor	\$0.00	\$0.00	\$0.00	\$0.00
11	L	24	Norment		Travel, hotel, etc...	\$0.00	\$768.00	\$32.00	\$768.00
12	L	24	Norment		Install (2 men 2 days)	\$0.00	\$768.00	\$32.00	\$768.00
13						\$0.00	\$0.00	\$0.00	\$0.00
14	S	2	Norment			\$0.00	\$0.00	\$0.00	\$0.00
15	L	32	Norment			\$0.00	\$0.00	\$0.00	\$0.00
							\$0.00	\$100.00	\$3,200.00
									\$13,317.50

Total	Materials:	\$4,717.50
	Sales Tax:	\$365.61
	Labor:	\$8,000.00
	T&L	\$600.00
	Sell Price:	\$13,683.11

**Proprietary**  
**Norment Security Group, Inc.**  
**June 4, 2014**



### **AMENDMENT NO. 1**

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

---

## **LIMITED SERVICES CONTRACT PROFESSIONAL DRUG TESTING LABORATORY FOR DETECTION OF CHEMICAL SUBSTANCES OR ALCOHOL**

### **REDWOOD TOXICOLOGY LABORATORY**

Effective July 1, 2013, Gila County and Redwood Toxicology Laboratory entered into a contract whereby Redwood Toxicology Laboratory agreed to provide Professional Drug Testing Laboratory for the detection of chemical substances or alcohol, as requested by the Gila County Superior Court. Per Section I, TERM OF CONTRACT, the contract period may be renewed by Gila County, for four (4) additional one (1) year periods.

The contract expires June 30, 2014. The parties hereby agree to exercise the renewal option and agree to extend the contract term for one (1) year from July 1, 2014, to June 30, 2015.

Amendment No. 1 will serve to extend the contract period from July 1, 2014 to June 30, 2015.

Contractor will continue to bill for services pursuant to Section VIII, PAYMENT FOR SERVICES, ALLOWANCES AND OTHER APPROVED EXPENSES, of the original contract, but in no event shall charges for the July 1, 2014 to June 30, 2015 extension exceed \$35,000.00, without prior written agreement of the County.


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

**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 11 day of JUNE, 2014.

**GILA COUNTY**

**REDWOOD TOXICOLOGY LABORATORY**

  
Don E. McDaniel, Jr., County Manager

  
Authorized Signature

Tommy 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. Marcariti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

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

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

1400 E. Ash Street  
Globe, AZ 85501

**SERVICE AGREEMENT NO. 060514**

**EMERGENCY REPAIR A/C UNIT  
Assessor's Office, Payson AZ**

**THIS AGREEMENT**, made and entered into this 11<sup>TH</sup> day of JUNE, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and H & H Heating & Cooling, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

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

**ARTICLE 1 - SCOPE OF SERVICES:** The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Public Works Facilities 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 060514** by mention made a binding part of this agreement as set forth herein.

**Contractor Fee's:** Refer to Attachment "A" to **Service Agreement 060514** 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 060514**, 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. 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](mailto: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

**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 shall be effective from date awarded and expire thirty days later.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid an amount not to exceed \$700.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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


IN WITNESS WHEREOF, Service Agreement No. 060514 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

  
Don E. McDaniel Jr., County Manager

Date: 6/11/14

H & H Heating and Cooling

  
Signature

Herm Holtz  
Print Name

2014-06-05 11:06 Norm Holtz

4727551 &gt;&gt;

P 2/2

ATTACHMENT "A" TO SERVICE AGREEMENT 060514 PAGE 1 OF 1

H & H HEATING & COOLING  
1201 W. GOLD NUGGET LN  
PAYSON, AZ 85541

O: 928-472-4401

F: 928-472-7551

C: 928-970-0477

ROC: 172785-K39

PAYSON 7362

JOB GILA COUNTY FINANCE DEPT

DATE 6-5-14

ADDRESS 1400 E. ASH STREET

GOLBE, AZ

JOB ADDRESS GILA COUNTY ASSESSOR OFFICE 201 W. FRONTIER ST PAYSON AZ  
PHONE DAVID 970-1640

WE HEREBY SUBMIT AN ESTIMATE: TO REPLACE INDOOR BLOWER MOTOR ON ROOF TOP UNIT  
MODEL WCC024F100BG SER. 4152KED1H OLD MOTOR BAD BEARINGS DAVID SAID NEEDS  
REPLACED.

WARRANTY ON MOTOR 1 YEAR LABOR 30 Days.

ESTIMATED COST OF MOTOR, UPS, TAX, LABOR

\$ 350.00

MOTOR SHOULD BE HERE 6-6-14 BY UPS AND INSTALLED 6-6-14

ALL MATERIAL IS GUARANTEED AS PER SPECIFIED ALL WORK TO BE COMPLETED IN A OR  
DEVIATION FROM SPECIFICATIONS INVOLVING EXTRA COST WILL BE EXECUTED ONLY UPON  
WRITTEN ORDERS AND WILL BECOME AN EXTRA CHARGE OVER THE ESTIMATED. ALL  
AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENT, OUR WORKERS ARE FULLY COVERED BY  
WORKMAN'S INSURANCE COMPENSATIONS INSURANCE.

AUTHORIZED BY: H & H HEATING & COOLING. 

ACCEPTANCE OF THE ABOVE PROPOSAL PRICES, SPECIFICATIONS AND CONDITIONS ARE  
SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS  
SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. NOTE THIS PROPOSAL MAY BE  
WITHDRAWN BY H & H IF NOT ACCEPTED WITHIN 30 DAYS.

SIGNATURE: 

DON E. MCDANIEL, JR., COUNTY MANAGER





**AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 042312**

*The following amendments are hereby incorporated into the agreement for the below project*

---

**GILA COUNTY  
AND  
SUN DEVIL FIRE EQUIPMENT INC**

**Effective** May 23, 2012, Sun Devil Fire Equipment, Inc. entered into a contract whereby Sun Devil Fire Equipment, Inc. agreed to provide Fire Extinguisher Inspections to various locations in Southern Gila County. Per Article 14 of the contract, this period may be renewed by Gila County, at its sole option, for two (2) additional one (1) year periods.

**AMENDMENT NO. 1** to Service Agreement No. 042312 was executed on March 13, 2013, to extend the term of the contract for one (1) year from May 1, 2013 to April 30, 2014.

**Service Agreement No. 042312** will expire on April 30, 2014. Per article 14 – Term, of the contract, Gila County shall have the right, at its sole option, to renew the contract for one (1) year term.

**AMENDMENT NO. 2** to Service Agreement No. 042312, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from May 1, 2014 to April 30, 2015.

Contractor will continue to bill for services pursuant to Article 15, but in no event shall charges for the May 1, 2014 to April 30, 2015 extension exceed \$3,500.00 without prior written agreement of the County.

All other terms, conditions and provisions of the original Contract, including previously executed Amendments, shall remain the same and apply during the May 1, 2014 to April 30, 2015 renewal period.

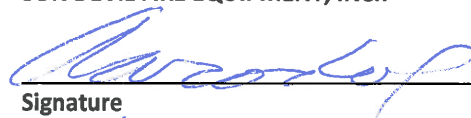
**IN WITNESS WHEREOF**, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 11 day of JUNE, 2014.

**GILA COUNTY:**

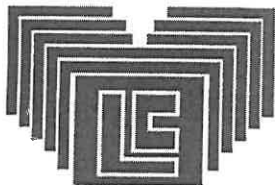
  
Don E. McDaniel Jr., County Manager

Date: 6/11/14

**SUN DEVIL FIRE EQUIPMENT, INC.:**

  
Signature

Aaron Cox  
Print Name



LIN-CUM, INC.  
3020 W. Windsor  
Phoenix, AZ 85009  
(602)233-1230  
(800)224-1230  
Fax (602)233-1393  
e-mail [clientservicing@lincum.com](mailto:clientservicing@lincum.com)

## DOCUMENT CONVERSION SERVICES CONTRACT No. 052114

LIN-CUM, INC., an Arizona Corporation with Federal Tax I.D. #86-0458048 (hereinafter referred to as LIN-CUM), located at 3020 W. Windsor Ave. in Phoenix, Arizona, herein agrees to perform the document services described in the paragraphs below.

This agreement is made between Lin-Cum, Inc. and Gila County Clerk of Superior Court; 1400 E. Ash, Globe, Arizona 85501, herein referred to as "The Client". The terms and conditions, and pricing stated herein, may be applied to the same or similar projects performed for other departments or facilities of Gila County under this same agreement. However, any dissimilarities in document sizes or procedures to be employed may require additional evaluation and/or altered pricing for those projects.

Terms and conditions of this agreement shall remain in effect for a period of twelve (12) months. The agreement may be extended for additional twelve (12) month periods, or until terminated by either party by written notice 30 days prior to such termination. However, pricing is subject to change at the end of each twelve (12) month period.

Charges shown shall remain in effect for a twelve (12) month period. Unit pricing shown shall prevail, regardless of volumes for each department serviced. Quantities uses are based upon actual records LCI microfilmed during FY 2012-13. Indexing is based upon the fields agreed upon in previous years.

### I. APPLICATIONS:

Case files; By Case Class  
(est. volumes based on files  
converted in 2013-2014);  
26 boxes; 68,498 images/pages;

### ANNUAL EST. VOLUME

See Section IV for breakdown

### INDEX BY\*\*

Date, Event Code,  
by Case Class

6/25/2013 thru 5/31/2014      est. 100,000 images/pages

Date, Event Code,  
by Case Class

## II. PROPOSED PROCEDURES – OPTIONS:

### A. Microfilm to microfiche (previous procedure):

Pick up and prepare records for filming; documents are usually pre-prepared; staples removed, etc. Microfilm, archival-process and QC, to roll film, or microfiche-jacket, title and index, (depending upon Case Classes); store original microfilm rolls and/or microfiche jackets in LIN-CUM vaults, for offsite backup and disaster recovery.

LIN-CUM will have an authorized County Superior Court representative sign a Certificate of Authenticity, (see attached copy) certifying that the records picked up are original documents or facsimiles thereof. When the document conversion is completed, the LIN-CUM technician signs the Certificate of Authenticity, and certification is so noted on the CD. A copy of this Certification will be provided to The Client. However, this certification is only valid for the records as they reside on the CD-R.

An Arizona DLAPR Certificate of Compliance shall also be completed by LIN-CUM, and submitted to The Client, for completion and forwarding to AZ DLAPR; (see attached example).

The original source document files shall be retained at LIN-CUM for up to 90 days, free, for the Client to verify and accept the CD-R files. At that time, at the discretion of The Client, the paper documents shall be shredded and certified-destroyed by LIN-CUM at the fee listed, or returned to The Client at the standard transport charge, or when the next pickup is scheduled at no charge.

## III. DOCUMENT CONVERSION

	UNIT PRICING
Pickup and delivery, per trip*	optimized for cost-efficiency*
Set up, per application	NC
Document sort/preparation, <u>as required</u> ; per hour	15.25
Microfilming – letter/legal size	.04
Microfilming – maps, drawings to 35mm microfilm; per sheet	.39
Scanning – standard size; high quality, simplex, 200 dpi; per image	.055
Scanning – maps, drawings, to standard formats; per sheet	1.10
Scanning-microfiche; to standard TIFF or PDF file format; per image	.08
OCR image scanning for full-searchability; per image (PDF format)	.02
Microfiche-jacketing, titling and indexing; per jacket	.95
Duplicate Microfiche	.30
Scanned images copied and processed to archival microfilm; per image	.045
Microfiche jacket image scanning to electronic images	.08
Electronic indexing (up to 6 fields; per document)	.09
Compiling indexed files to CD-R/DVD and labeling	30.00/35.00
Duplicating (incl. retrieval software); per CD/DVD	15.00/20.00
Microfilm duplicating; per roll	9.00
Shredding and AZ DLAPR certified destruction; per 1.2 cu ft. box	5.00



\*Trip charges are apportioned to all clients serviced on the same trip. All attempts will be made to schedule and maximize the trip load, to make the trip most cost-effective.

**IV. UNIT PRICING, EXTENDED TO ANNUAL ESTIMATED CHARGES:  
2014-2015 files to be Microfilmed, or microfiche-jacketed (depending upon case class)  
Criminal, Civil, Divorce, Minor Dependency, Supplements, Transcripts**

Description	Unit Price	Extended Price
Estimated 100,000 Images Microfilmed	0.04	\$4,000.00
Est. 8,296 jackets Indexed	0.95	7,881.20
Est. 8,296 Duplicate Jackets	0.30	2,488.80
Est. 5 microfilm rolls duplicated	9.00	45.00
Estimated pickup trips, (4), and product shipping	60.00	374.00
Est. shredding and certified destruction; (est. 35 boxes)	5.00	175.00
Estimated Total; 2014-2015 files		<b>\$14,964.00</b>
Estimated sales taxes (currently 9.3% of \$14,964.00)		1,391.65
<b>Estimated Grand total for 2014-15</b>		<b>\$16,345.65</b>

The above totals are estimates only, based upon 2013-2014 volumes processed and projected to FYE, June 30, 2014. Actual charges will be based on total images scanned/microfilmed and services performed. Applicable sales taxes are included, based upon current rate of 9.3%.

**ARCHIVAL VAULT STORAGE** is covered under a different Contract, since the annual numbers of microfilm rolls, microfiche jackets that are archivally-stored increase year-by-year.

**V. TURNAROUND PROPOSED**

Standard scheduled turnaround for microfilming averages 8 hours per 3,000 images; for scanning averages 8 hours per 1,500 images. Therefore, the entire job could be done at one time, in approximately one week. Shorter turnarounds may be arranged as required. Access to records while in production is available upon customer-authorized request, with copies faxed to the requestor as needed. Records are stored for up to 90 days after filming/scanning, (free), to allow time for media approval. Records are then returned or destroyed, at the Client's request.

**VI. QUALITY ASSURANCE**

All jobs are quality checked at each stage; prep., filming/scanning, processing, titling and indexing, duplicating, and final. Film chemicals and film are tested at the beginning of every job and each roll. Only deep bath, five-stage processing is used, to assure longevity of the film. Any workmanship or material discrepancies are re-filmed/scanned at no charge.

## **VII. DATA PROTECTION/LIABILITY ASSUMPTION**

LIN-CUM, INC., (LCI), is liability-insured for coverage amounts in compliance with the requirements of the State of Arizona agencies. All LIN-CUM employees are bonded by Employee Agreement against dissemination or disclosure of confidential information.

## **VIII. ARCHIVAL CERTIFICATION**

Methylene Blue testing (residual thiosulphate) is done routinely to insure archival quality. This testing is in compliance with Federal Regulations 1230, Sec. 36, ANSI/NAPM IT9.1-1992, and PH4.8-1985, (archival for >100 years minimum). This periodic assurance testing is normal procedure for which there is no additional charge.

**LIN-CUM cannot certify archival quality of optical/laser disk-stored data, beyond that of the media manufacturers, which vary from 30-100 years. LIN-CUM suggests re-copying laser disk recorded data every five (5) years or less, thereby "restarting the clock" for another such period. This will ensure long-term preservation, until such time as archivability can be properly tested and assured throughout the industry. Arizona State Supreme Court has also approved procedural use of CD/OD for archiving their court files with periodic recopying procedures, or recopied during technology migration, whichever comes first.\***

**\* LIN-CUM participated in reviewing and inputting to the Arizona State Supreme Court standards and procedures, adopted in 1998;**

**[http://www.supreme.state.az.us/cot/Standards/Standards\\_default.htm](http://www.supreme.state.az.us/cot/Standards/Standards_default.htm)**

**Lin-Cum vault-stored electronic media are inventoried by production date, and scheduled for re-write every five (5) years, to perpetuate archivability.**

## **X. TERMS**

Monthly invoices will be submitted for work completed during that period. Each invoice will bear the Contract Number or Purchase Order Number, and will itemize the work that was performed, for accounting purposes. Payment of the invoice is due within 30 days from the invoice date, provided the work has been completed in a satisfactory manner, unless official notification has been provided by Gila County that the work as listed on the invoice has not been completed in a satisfactory manner.

This agreement will become effective on July 1, 2014, and shall remain in force for a period of twelve (12) months. The agreement may be extended for up to twelve (12) months by mutual agreement of LIN-CUM, INC. and The Client. However, either party may terminate this Agreement by providing the other party at least thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event of a material breach of the terms of this Agreement by providing written notice to the party in breach. This agreement is subject to the cancellation provisions of A.R.S. §38-511.

This agreement supersedes any prior proposals, agreements, commitments, or representations of any kind, whether oral or written, with respect to LIN-CUM's document conversion services. The

client hereby affirms that this agreement is not entered into in reliance upon any representations at variance with the terms of this agreement as set forth herein. This agreement may be executed on behalf of LIN-CUM only by an authorized officer/representative of LIN-CUM, INC.

Any attachments hereto are incorporated as though fully set forth herein, and become a part of this agreement.

IN WITNESS WHEREOF, the parties hereby execute and approve this agreement as to form and content in its entirety:

LIN-CUM, INC. ACCEPTANCE:

By Charles C. Cummins, Jr.  
Charles C. Cummins, Jr.  
Title Vice President -Client Servicing

Date \_\_\_\_\_

CLIENT ACCEPTANCE:

By Don E. McDaniel, Jr.  
DON E. MCDANIEL, JR.  
Title COUNTY MANAGER

Date 6/11/14

#### ATTACHMENT "A"

**Legal Arizona Workers Act Compliance:** Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor.

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

**Cancellation:** This agreement is subject to cancellation pursuant to A.R.S. §38.S11

## Support and Maintenance Agreement

5/13/2014

Page 1

### Installation Location

GILA COUNTY  
RECORDER  
1400 E. ASH STREET  
GLOBE, AZ 85501

SADIE DALTON 928 402 8740

### Description

Agreement #: 36813CONSVR  
Type: Premium Hardware  
Amount: \$1,010.00  
Effective: 7/21/2014 through 7/20/2015  
Payment Terms: Annual

Amount shown does not include applicable taxes  
See attached Terms and Conditions on page 2

### Covered Components

#### Description

Minolta RP605Z  
MINOLTA FC5 FICHE CARRIER  
MINOLTA RFC11 ROLL FILM CARRIER

#### LASON Tag #

3566-18040

#### Serial #

369227  
615617  
2197

### Covered Services

On-Site Support/Labor  
Parts  
Phone Support

Unlimited Service Calls Allowed  
Includes 1 Scheduled Preventive Maintenance Call(s)

### Notes or Considerations

THIS CONTRACT IS SUBJECT TO THE CANCELLATION PROVISIONS OF  
A.R.S. 38-511  
ATTACHMENT "A" TO SERVICE AGREEMENT NO. 35186CONSVR, BY  
MENTION MADE A BINDING PART OF THIS AGREEMENT.

Service Location: 18040

Customer Code: CUS01168

Your Purchase Order Number: \_\_\_\_\_

P.O. Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.**

#### **RETURN TO**

HOV Services/LASON Service Administration  
11850 Hempstead Highway, Suite 270  
Houston, TX 77092  
Fax: 713-957-4858

Signature \_\_\_\_\_

Authorized HOV Services/LASON Representative

Date \_\_\_\_\_

07/21/2014

# Support and Maintenance Agreement

5/13/2014

Page 2

## Terms and Conditions

1. This agreement is intended to provide technical support and maintenance by HOV Services for the covered components described on page one of this document and subject to the terms and conditions described herein. This agreement shall cover: support and maintenance service calls requested by customer except for those specified herein, all labor charges except for those specifically mentioned herein, and parts except for those specifically mentioned herein. HOV Services will take prompt corrective action via one or more means specified on page one under covered services deemed necessary to make the covered components perform in accordance with published and documented specifications. Technical support and maintenance is provided during normal business hours Monday through Friday 8:00 AM through 5:00 PM with the exception of HOV Services and customer observed holidays, unless otherwise specified on page one under covered services.
2. HOV Services shall diagnose and repair problems relative to the covered components. The customer shall promptly inform HOV Services of any problems arising from the use of these components. The disposition of diagnosed and/or reported problems concerning their severity and scheduling for repair, shall be the decision of the Customer and HOV Services. HOV Services shall perform routine preventative maintenance to the covered components on a periodic basis spaced equally throughout the term of this agreement as identified in the covered services section on page one of this agreement according to the manufacturer's specifications, and the Customer's usage requirements. This agreement may also be limited to the number of on-site service calls performed during the term of the agreement as specified in the covered services section on page one. HOV Services hereby covenants and promises that it shall provide support and maintenance to the Customer on a timely basis and in a professional manner. All HOV Services personnel performing system maintenance and support shall be factory trained and knowledgeable about the Customer's specific components and configurations.
3. Special Conditions for Service Agreements Covering Equipment and Hardware
  - 3.1 This agreement does not cover any supply items such as: Starter Toner (developer), Toner, Glass Flats, Glass Cylinders, Paper, Fuser Oil, Bulbs, Ammonia, or any other supply item. HOV Services will not be responsible for installing such items or damages incurred by not installing such items as required.
  - 3.2 Standard Hardware Support and Maintenance Agreement. HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Consumable items such as: PC Drums, Developer Units, Fuser Rollers, Fuser Units, Imaging Units, Separable pads, pick/feed rollers, or any other part identified by the manufacturer as consumable items shall be replaced HOV Services at the manufacturer's recommended intervals or as needed, and invoiced to the customer at current HOV Services pricing. Supplies are not covered under this type of agreement.

Premium Hardware Support and Maintenance Agreement, HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and consumable items. Supplies items are not covered under this type of agreement.
4. Special Conditions Service Agreements Covering Computer Systems and Software
  - 4.1 HOV Services will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV Services shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.
  - 4.2 The manufacturer's Software License Agreement for all software products under this agreement must be in effect without default on the part of any party prior to the signing of this agreement.
  - 4.3 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and or supported by HOV Services, software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.
  - 4.4 HOV Services shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services actions necessitated by and through the above will be undertaken by HOV Services only on the Customer's approval of estimated additional charges and the Customer's Agreement to pay the actual charges incurred.
  - 4.5 Premium System Support and Maintenance Agreement. HOV Services will make available to the Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.
5. Special Conditions for Service Agreements Covering Wicks and Wilson Scanners
  - 5.1 HOV Services will provide maintenance according to these Terms and Conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Part identified by the manufacturer as consumable items shall be replaced by HOV Services at the manufacturer's recommended intervals or as needed, and invoiced to the customer at current HOV Services pricing. Supplies are not covered under this type of agreement.
  - 5.2 HOV Services will make available to the Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.
  - 5.3 HOV Services will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV SERVICES shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.
  - 5.4 This agreement does not cover travel expenses for non-scheduled emergency repairs for Customers located more than 100 miles from the HOV Services service centers in Beltsville Maryland or Anaheim California. All travel expense for such services will be billed upon completion of repair.
  - 5.5 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and or supported by HOV Services, software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.
  - 5.6 HOV Services shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services actions necessitated by and through the above will be undertaken by HOV Services only on the Customer's approval of estimated additional charges and the Customer's Agreement to pay the actual charges incurred.
  - 5.7 The manufacturer's Software License Agreement for all software products under this agreement must be in effect without default on the part of any party prior to the signing of this agreement.
6. This agreement does not cover service, parts, components or repairs due to misuse, vandalism, mishandling, accident, fire, water, unstable electrical source or other casualty, repairs or service by non-HOV Services personnel, parts, components or attachments not supplied by HOV Services or use of supplies, parts or components not meeting HOV Services and manufacturer's specifications.
7. This agreement shall be in effect for the term listed next to "Effective" and "Expiration" dates on page 1 of this Preventive Maintenance Agreement. Prior to, or upon expiration of this agreement, the customer shall be notified of the expiration of this agreement and offered a renewal agreement for a similar time period. The customer must respond to this renewal notice within 15 working days to prevent a lapse in maintenance coverage.
8. HOV Services may cancel this agreement within 30 days of written notice for the following reasons 1) If the equipment or covered components are moved from the location specified on page 1 of this PMA. 2) If the equipment or covered components are sold, leased, or transferred to another party. 3) If the equipment or covered components are operated by any party not authorized by the customer. This agreement is based upon the equipment and covered components being operated normally by the customer. Any misuse or excessive use of the covered components that is not recommended by HOV Services or the manufacturer, may also allow HOV Services to cancel this PMA through written notice.
9. Payment for this agreement shall be made in accordance with the accompanying invoice. If payment is not made in accordance with the terms of the invoice, a finance charge equal to the maximum allowable rate by law shall be assessed. The Customer shall be invoiced for and agree to pay HOV Services any labor or other expenses required for diagnosis, repair, and/or assistance, which is not specified in the Agreement. The Customer shall be invoiced for and agree to pay HOV Services any additional amount for devices, upgrades, special programs, and services other than those provided to the Customer by HOV Services under this Agreement. The amount of the maintenance charges under this agreement are subject to any applicable tax, or user fee assessed by any federal, state, or local authority.
10. At the end of the contract period, HOV Services may change prices, terms and conditions for the new contract period due to unforeseen market changes, availability of parts, etc. beyond HOV Service's control. Customer shall receive a minimum of thirty, (30) days written notice for the renewal of this agreement. Should any lapse of maintenance coverage occur, HOV Services reserves the right to invoice the Customer for any time the components were not covered under this agreement.
11. This agreement constitutes the entire agreement between HOV Services and the Customer. No amendment or waiver of the terms of this agreement may be made except by a written agreement signed by both parties. The laws of the state of Michigan will govern this agreement.

## **ATTACHMENT "A"**

### **Gila County Contractor Standard Terms and Conditions Addendum**

#### **A. Addendum Applicability**

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

#### **B. Contract Defined**

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

#### **C. Contractor Defined**

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

G. Entire Contract Clause

The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral provision in conflict with this Contract shall have any force or effect.

H. Non-Waiver of Enforceability

Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Governing Law

Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

J. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.



K. Legal Arizona Workers Act Compliance


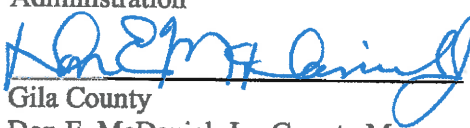
Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

  
HOV Services/LASON Service  
Administration  
  
Gila County  
Don E. McDaniel, Jr., County Manager

7-8-13  
Date

7/17/13  
Date





## Support and Maintenance Agreement

May 13, 2014

GILA COUNTY  
RECORDER  
1400 E ASH STREET  
GLOBE, AZ 85501  
Attn: SADIE DALTON

**\*\* Notice of Renewal \*\***

Dear HOV Services/LASON Customer,

It is that time of year to remind you that the Support and Maintenance Agreement for your document imaging / management products is due to expire on **July 20, 2014**. In order for these products to sustain a high level of quality performance and utilization for your organization, we strongly recommend that you renew this agreement for an additional term to avoid a lapse in support coverage.

Please sign the enclosed agreement and provide your purchase order number and return to our Service Administration Department at the address below. Once we receive the signed agreement, you will be invoiced for the amount shown on the contract, plus any applicable tax.

We hope that the performance of these products and HOV Services/LASON's support has met your expectations, and as always, we appreciate your business.

If you have any questions  
to 5:00PM.

Sincerely,

Charnita Pradia  
HOV Services/LASON Service  
11850 Hempstead Highway, Suite 100  
Houston, TX 77092  
800-899-4863

Jeannie

We are going to need  
this re-newed-

Shawna  
Kuyper



**AMENDMENT NO. 1 to LEASE AGREEMENT NO. 041214**

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

**GILA COUNTY ATTORNEY'S OFFICE  
AND  
ALHAMBRA MHP & STORAGE, LLC**

**Effective** March 1, 2014, Gila County Attorney's Office and Alhambra MHP & Storage LLC entered into a Lease Agreement whereby the Gila County Attorney's Office is leasing Three Storage Units at 1421 E. Monterey Drive, Globe, Arizona 85501 for the annual Storage Fee of Four Thousand Two Hundred Eighty-Four dollars and 00/100's (\$4,284.00).

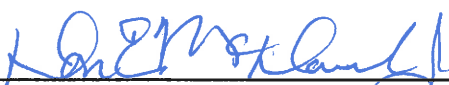
Amendment No. 1 to Lease Agreement No. 040214 will exercise the option to add a fourth Storage Unit, at a cost of \$1,428.00 per year. This will increase the contract scope in the amount of One Thousand Four Hundred Twenty-Eight dollars and 00/100's (\$1,428.00.)

Consequently the Lease Agreement is amended to add Storage Unit #S115 and increase the contract amount by \$1,428.00 for a new total contract amount of Five Thousand Seven Hundred, Twelve dollars and No/100's (\$5,712.00).

All other terms, conditions and provisions of the original Lease Agreement shall remain the same and apply during the March 1, 2014 to April 28, 2015 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 11 day of JUNE, 2014.

**GILA COUNTY**

  
Don E. McDaniel Jr., County Manager

Date: 6/11/14

**ALHAMBRA MHP & STORAGE LLC**

  
Signature

Nancy Sturges  
Print Name

**ARF-2656**

**Consent Agenda Item 4. N.**

**Regular BOS Meeting**

**Meeting Date:** 07/01/2014

**Submitted For:** Don McDaniel Jr., County Manager  
**Submitted By:** Marian Sheppard, Clerk, BOS, Clerk of the Board of Supervisors

**Department:** County Manager

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Information

Request/Subject

Transportation Needs and Tax Levy Resolution No. 14-06-09 (Amended)

Background Information

On June 24, 2014, the Board of Supervisors adopted Resolution No. 14-06-09 providing funding to be used for highway and street purposes including costs of right-of-way acquisitions and expenses related thereto and construction, reconstruction, maintenance, repair and roadside development of county, city and town roads, streets and bridges and payment of principal and interest on highway and street bonds, and for regional transportation projects that are included in the regional transportation plan of the County prepared by the County, any city, town or regional planning agency; and levying a transportation excise tax to provide moneys for said purposes.

Since that time it was discovered that a couple of minor corrections need to be made to **Section 10. Effective Date; Time in Effect** of the resolution.

Evaluation

Resolution No. 14-06-09 needs to be amended in order to make some minor corrections to **Section 10. Effective Date; Time in Effect** of the resolution, as follows:

**Section 10. Effective Date; Time in Effect.**

The 2014 Gila County ½ Cent Transportation Excise Tax shall take effect on January 1, 2015, if theretofore a majority of the qualified Gila County electors voting at ~~a countywide special~~ the November 4, 2014, general election approves the 2014 Gila County ½ Cent Transportation Excise Tax, and shall be in effect for a period of 20 years from such effective date.

Conclusion

The Board of Supervisors needs to adopt amended Resolution No. 14-06-09 which includes the corrected language as provided by Bryan Chambers, Deputy Attorney Principal.

Recommendation

Staff recommends that the Board of Supervisors adopt Resolution No. 14-06-09 **(Amended)** establishing the uses, levying a 1/2 Cent Transportation Excise Tax and prescribing the method of distribution of the tax revenue to the County, cities and towns.

Suggested Motion

Adoption of Resolution No. 14-06-09 **(Amended)**, a resolution providing funding to be used for highway and street purposes including costs of right of way acquisitions and expenses related thereto and construction, reconstruction, maintenance, repair and roadside development of county, city and town roads, streets and bridges and payment of principal and interest on highway and street bonds, and for regional transportation projects that are included in the regional transportation plan of the County prepared by the County, any city, town or regional planning agency; and levying a transportation excise tax to provide moneys for said purposes. **Section 10. Effective Date; Time in Effect** of the Resolution was amended to reflect some minor changes.

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Attachments

Resolution No. 14-06-09 (Amended)



## **RESOLUTION NO. 14-06-09 (AMENDED)**

**A RESOLUTION PROVIDING FUNDING TO BE USED FOR HIGHWAY AND STREET PURPOSES INCLUDING COSTS OF RIGHTS OF WAY ACQUISITIONS AND EXPENSES RELATED THERETO AND CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR AND ROADSIDE DEVELOPMENT OF COUNTY, CITY AND TOWN ROADS, STREETS AND BRIDGES AND PAYMENT OF PRINCIPAL AND INTEREST ON HIGHWAY AND STREET BONDS, AND FOR REGIONAL TRANSPORTATION PROJECTS THAT ARE INCLUDED IN THE REGIONAL TRANSPORTATION PLAN OF THE COUNTY PREPARED BY THE COUNTY, ANY CITY, TOWN OR REGIONAL PLANNING AGENCY; AND LEVYING A TRANSPORTATION EXCISE TAX TO PROVIDE MONEYS FOR SAID PURPOSES.**

**BE IT RESOLVED** by the Board of Supervisors of Gila County, as follows:

### **Section 1. Title.**

This resolution shall be known as the **“2014 Gila County ½ Cent Transportation Excise Tax Resolution.”**

### **Section 2. Purpose.**

A. This resolution is adopted pursuant to applicable sections of Arizona Revised Statutes Title 42, Chapter 6, Article 3, to provide funds for the transportation needs of Gila County including the unincorporated County areas and the incorporated cities and towns located therein. In order to adequately provide for those transportation needs for the safety of the public, and in a manner which takes into consideration the population growth of both the County and the cities and towns within the County during the twenty (20) year period this Gila County ½ Cent Transportation Excise Tax is in effect, it is the intention of the Gila County Board of Supervisors that the funds collected be used for any and all transportation uses authorized by statute. Currently, uses are prescribed in Arizona Revised Statutes Title 28, Chapter 17, Article 3, and (Transportation Excise Tax Distribution in Less Populated Counties). The revenues raised from the tax levied pursuant to the terms hereof shall be used for transportation purposes such as:

1. Highway and street purposes including roadway construction, reconstruction, maintenance, repair and roadside construction of county, city or town roads, streets,

- bridges, and railroad crossings.
2. Payment of principal and interest on highway and street bonds.
  3. Multi-modal transportation systems including single and multi-use trails, sidewalks and curbs, and pedestrian pathways.
  4. Regional transportation studies.
  5. Cooperative transportation projects and studies between the federal government and its agencies, the State government and its agencies, and the incorporated cities and towns within the County.
- B. It is the intention of the Gila County Board of Supervisors that any statutory changes affecting the transportation uses of the funds collected herefrom shall be applicable and included as authorized uses of the funds in addition to those uses presently included in the statute(s).
- C. The hereinabove described uses are severable. Should any provision of this resolution be deemed by a Court to be illegal or invalid, the validity of the remaining parts, terms, provisions, or any valid use of the revenues collected shall not be affected thereby, and said illegal or invalid part, term or provision shall not be deemed a part of this resolution and shall be severed therefrom, notwithstanding any other provision of this resolution to the contrary.

### **Section 3. Definitions**

**2014 Gila County ½ Cent Transportation Excise Tax.** The tax imposed by this resolution.

**Board.** The Board of Supervisors of Gila County, Arizona.

**County.** The County of Gila, a political subdivision of the State of Arizona.

**Department.** The Department of Revenue of the State of Arizona.

**Population.** “Population” means the population determined in the most recent United States decennial census or the most recent special census as provide in § 28-6532 and revisions to the decennial or special census certified by the United States bureau of the census.

Added by Laws 1995, Ch. 132 § 3, eff. Oct. 1, 1997. Amended by Laws 1996, ch. 76, § 245, eff. October 1, 1997.

**Transportation Excise Tax.** The 2014 Gila County ½ Cent Transportation Excise Tax.

### **Section 4. Other Definitions.**

To the extent terms are not defined herein, the definition of terms set forth in Arizona Revised Statutes § 42-5001, a copy of which is on file in the Gila County Clerk’s office and is by this reference made a part hereof, are adopted herein.

## **Section 5. Imposition of Tax.**

There is hereby levied upon persons as a result of their business activities within the County, cities and towns and shall be collected by the Department, Transportation Excise Taxes at rates equal to ten percent (10%) of the State of Arizona transaction privilege tax rates applying to each person engaging or continuing in the County, cities and towns in a business taxed under Arizona Revised Statutes Title 42, Chapter 5, Article 1. Such taxes shall be measured by the amount or volume of business transacted by persons on account of their business activities, and in the amounts to be determined by the application of rates against values, gross proceeds of sales or gross income, as the case may be, as prescribed by this resolution.

## **Section 6. Schedule of Tax Rates.**

The Transportation Excise Taxes levied by this resolution are levied and shall be collected at the following rates applied to the values, gross proceeds of sale or gross income, as the case may be from the business of every person engaging or continuing in the County in the business classifications contained in Arizona Revised Statutes (A.R.S.) Title 42, Chapter 5, Article 1 as amended, copies of which are on file in the Gila County Clerk's office and are by this reference made a part hereof, as follows:

- |     |   |         |
|-----|---|---------|
| (a) | A.R.S. § 42-5010.A.1.a.<br>Intrastate transportation of persons, freight or property as defined and described in A.R.S. § 42-1062 – Transportation classification.  | ½ of 1% |
| (b) | A.R.S. § 42-5010.A.1.b.<br>Producing and furnishing electricity, natural or artificial gas and water to consumers as described in A.R.S. § 42-5063 – Utilities classification; definitions.                                   | ½ of 1% |
| (c) | A.R.S. § 42-5010.A.1.c.<br>Telecommunication services, as described in A.R.S. § 42-5064 – Telecommunications classification; definition.  | ½ of 1% |
| (d) | A.R.S. § 42-5010.A.1.d.<br>Intrastate operation of pipelines and conduits for transporting oil or natural or artificial gas from one point to another as defined and described in A.R.S. § 42-5067 – Pipeline classification. | ½ of 1% |
| (e) | A.R.S. § 42-5010.A.1.e.<br>Intrastate operation of private car lines as defined and described in A.R.S. § 42-5068 – Private car line classification and A.R.S. § 42-1430, et seq.   | ½ of 1% |
| (f) | A.R.S. § 42-5010.A.1.f.<br>Publication of newspapers, magazines and other periodicals and publications if published in this state as defined and described in A.R.S. § 42-5065 – Publication classification; definition.      | ½ of 1% |
| (g) | A.R.S. § 42-5010.A.1.g.<br>Job printing, engraving, embossing and copying as defined and described in A.R.S. § 42-5066 – Job printing classification.   | ½ of 1% |
| (h) | A.R.S. § 42-5010.A.1.h.   | ½ of 1% |

	Prime contracting and dealership of manufactured buildings as defined and described in A.R.S. § 42-5075 – Prime contracting classification; exemptions; definitions.	
(i)	A.R.S. § 42-5010.A.1.i. Operating as an owner builder as described and defined in A.R.S. § 42-5076 – Owner builder sales classification; definitions.	½ of 1%
(j)	A.R.S. § 42-5010.A.1.j. Operation of an amusement business as defined and described in A.R.S. § 42-5073 – Amusement classification.	½ of 1%
(k)	A.R.S. § 42-5010.A.1.k. Operation of a restaurant as defined and described in A.R.S. § 42-5074 – Restaurant classification.	½ of 1%
(l)	A.R.S. § 42-5010.A.1.l. The leasing or renting of tangible personal property as defined and described in A.R.S. § 42-5071 – Personal property rental classification.	½ of 1%
(m)	A.R.S. § 42-5010.A.1.m. Retail sales as defined and described in A.R.S. § 42-5061.	½ of 1%
(n)	A.R.S. § 42-5010.2. Engaging in the business of transient lodging classification as described in A.R.S. § 42-5070.	11/20 of 1%
(o)	A.R.S. § 42-5010.3 Engaging in continuing in the mining classification as described in A.R.S. § 42-5072 – Mining classification; definition.	313/1000 of 1%
(p)	Any additional business classifications the State of Arizona may deem to be taxable.	

## **Section 7. Exemptions, Exclusions, Deductions and Definitions**

All exemptions, exclusions, deductions and definitions contained in A.R.S. Title 42, Chapter 5, shall apply to the categories of businesses listed in Section 6 hereinabove and to the transactions described therein. Copies of these statutes are on file in the Gila County Clerk's office and are made a part hereof by this reference.

## **Section 8. Administration.**

Unless the context otherwise requires, the administration of the Transportation Excise Tax shall be governed by the provisions of A.R.S. Title 42, Chapter 5, Article 1, except:

1. A separate license is not required for the tax imposed by this resolution, and the tax due hereunder shall be included, reported and paid with the transaction privilege tax of the State of Arizona.
2. A separate bond is not required of employees of the Department in administering the Transportation Excise Tax.
3. The tax imposed by this resolution may be included without segregation in any notice and lien filed for unpaid transaction privilege tax of the State of Arizona.



**Section 9. Distribution of Revenues.**

The Department shall distribute the tax revenues raised, to Gila County for use within the unincorporated areas of the County, and to the incorporated cities and towns for use within their jurisdictions. Any cities and towns hereafter incorporated shall be entitled to their share of the tax revenues distributable to the County, cities and towns beginning in the first quarter of the Arizona State fiscal year after their incorporation. The calculation of the amounts to be distributed shall be made on the basis that the population of each jurisdiction (Gila County, cities, towns) bears to the total population of the County.

Each respective jurisdiction shall receive a minimum of 0.85% of the total amount to be distributed. In addition, after the distribution of the minimum to each jurisdiction, the remaining amount shall be distributed to each jurisdiction in amounts to be determined by multiplying the total tax revenues remaining after the minimum distribution, by a fraction, the numerator being the population of each respective jurisdiction and the denominator being the total population of Gila County including the cities and towns in the County.

The revenues raised by this excise tax shall not be subject to the jurisdiction's expenditure and revenue limitations.

The cities, the towns and the County shall only use the tax revenues for the purposes authorized by this resolution.

**Section 10. Effective Date; Time in Effect.**

The 2014 Gila County ½ Cent Transportation Excise Tax shall take effect on January 1, 2015, if theretofore a majority of the qualified Gila County electors voting at the November 4, 2014, general election approves the 2014 Gila County ½ Cent Transportation Excise Tax, and shall be in effect for a period of 20 years from such effective date.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of June 2014, and **AMENDED** this 1<sup>st</sup> day of July 2014.

**ATTEST:**

**GILA COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Marian Sheppard, Clerk

\_\_\_\_\_  
Michael A. Pastor, Chairman

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bryan Chambers  
Deputy Attorney Principal