

# NOTICE OF A PUBLIC MEETING

Minutes of the November 22, 2016 Regular Council Meeting

## I. CALL TO ORDER

- A. Call to order **Mayor C. Turner called the meeting to order at 5:00 pm**
- B. Pledge of Allegiance **led by Mayor C Turner**
- C. Invocation **was given by Fred Hull**

## II. ROLL CALL

Mayor Chuck Turner	Council Member Clyde Kreeger
Vice-Mayor Ron Henry	Council Member Tommy Lee Sikes
Council Member Fernando Fernandez	Council Member James Turner

**Staff present: Town Manager M Celaya; Town Clerk B Turner; Finance Director S Young; Community Services Director K Valenzuela; PWM D Morris; Parks & Recreation Director C Drury; K VanderMolen, Community Development Project Coordinator; Fire Chief F Baldrige; G Faupel**

## III. CONSENT AGENDA (all items subject to approval by a single motion; any Council Member may require any of these items to be voted on separately)

- A. **Approval of Council Meeting Minutes:** The Mayor and Town Council may discuss and possibly take action on the approval of the October 25, 2016 regular meeting minutes. **Discussion and Action.**
- B. **Payment of Claims:** The Mayor and Town Council may discuss and possibly take action to approve claims in the amount of \$181,874.61 for the period of October 16, 2016 through November 15, 2016. **Discussion and Action.**
- C. **2006 Town of Gila Bend General Plan:** The Mayor and Town Council may discuss and possibly take action to re-affirm the existing 2006 General Plan as the Town's General Plan until such a time the updated General Plan is complete. **Discussion and Action**

**Council Member J Turner moved to approve the Consent Agenda as presented; Seconded by Council Member C Kreeger. Motion to approve Consent Agenda as presented passed unanimously. (6-0)**

## IV. NEW BUSINESS – Discussion and possibly action on the following items:

- A. **Installment of Newly Elected Council:** The newly elected council members will assume office. The Town Magistrate will administer the oaths of office to the newly elected council members.

**Town Clerk administered the Oath of Office to newly elected Council: Chris Riggs, James Turner and Fernando Fernandez.**

- B. **Council Appointment:** The Mayor and Town Council may discuss and possibly take action to appoint a member to the vacant seat on the Town Council. (Council may move to enter into executive session pursuant to A.R.S. §38-431.03(A)(1) personnel matters regarding Council vacancy appointment) **(Item continued from October 25, 2016) Discussion and Action.**

**Mayor C Turner moved to enter into executive session; Seconded by Council Member F Fernandez. Motion to enter into executive session passed unanimously. (6-0)**

**Council Member J Turner moved to reconvene at 5:25 pm; Seconded by**

**Council Member F Fernandez. Motion to reconvene passed unanimously. (6-0)  
Council Member J Turner moved to appoint Bill Hollowell to the vacant seat on the Town Council; Seconded by T Sikes. Motion to appoint B Hollowell to the vacant seat passed unanimously. (6-0)**

**Town Clerk administered the Oath of Office to appointee Bill Hollowell**

- C. **Mayoral Selection:** Pursuant to Section 31.025 of the Gila Bend Municipal Code, the Town Council shall select a Mayor from among the members of the Council.

**Discussion and Action**

**Council Member J Turner moved to appoint Council Member T Sikes as Mayor; Seconded by Council Member C Riggs. Motion to appoint T Sikes as Mayor passed unanimously. (6-0)**

- D. **Vice-Mayor:** Pursuant to Section 31.025 of the Gila Bend Municipal Code, the Town Council shall select a Vice-Mayor from among the members of the Council.  
**Discussion and Action.**

**Council Member J Turner moved to appoint Chris Riggs as Vice-Mayor; Seconded by Council Member C Kreeger. Motion to appoint C Riggs as Vice-Mayor passed unanimously. (6-0)**

- E. **PUBLIC HEARING Liquor License:** The Mayor and Town Council may take Public Comment on an application submitted to the Arizona Department of Liquor License and Control for a Series 10 Liquor License for the Gila Bend Smoke Shop located at 219 W Pima. **Public Comment Only**

**Mayor Sikes opened the Public Hearing at 5:29 pm.**

**Gila Bend resident Fred Hull asked about the Gila Bend Smoke Shop's hours of operation, if any new employees could read the application, and about a permit to remodel. Hull then remarked that there are eight (8) liquor licenses in existence in the Town. Adding that in the past two (2) weeks, two (2) "beer runs" have been committed. According to Hull, Town decisions hold a lot of weight in regards to liquor licensing, him having experience in attending Liquor License and Control board meetings. In addition, Hull added that with a new County Sheriff [Paul Penzone] in office and a new liquor license in town, that it will drive up the cost to the community, adding that there will be security guards present. Hull ultimately and respectfully asked that Council deny this license, citing "beer runs" and that "someone is going to get hurt" as his reasons. Gila Bend resident Scott Smith asked if the liquor license was for beer and wine, and the Gila Bend Smoke Shop's owner replied to in the affirmative. Hull then asked for a show of hands in favor or against.**

**Gila Bend resident Patricia Riggs spoke in favor of approval of the Series 10 Liquor License for the Gila Bend Smoke Shop.**

**Council Member C Turner moved to close the Public Hearing at 5:35 pm; Seconded by Vice-Mayor C Riggs. Motion to close the Public Hearing passed unanimously. (6-0)**

- F. **Presentation:** Chas Buchanan, Director of the 56<sup>th</sup> RMO will present the importance of the Town's relationship with Luke Air Force Base Auxiliary Field.  
**Presentation Only**

**Mayor Sikes introduced Mr. Chaz Buchanan of Luke Air Force Base who spoke**

*about the importance of the Town of Gila Bend's excellent relationship with the Air Force Base. Apart from celebrating this year's 75th anniversary of Luke, it was noted that this is the largest fighter base. As s BMGWR National Training Treasure, Buchanan stated they would continue to care for the Gila Bend Auxiliary Air Force Base even if there were no Luke, DM, or Yuma bases in existence. He iterated that the Town of Gila Bend is important to Luke, further adding that the Airfield is "not going anywhere." Specialized training is accomplished in Gila Bend that cannot be done anywhere else; especially since the austere environment is similar to the desert in Iraq. Buchanan complimented Gila Bend saying that because of their relationship with Gila Bend and its training field, service men are better prepared. The Gila Bend contract operation was also discussed along with facts about the foreign military utilizing the facilities. Ultimately, Buchanan, on behalf of Luke Air Force Base, thanked the Town for its support.*

*Ron Henry asked if the Gila Bend Auxiliary Air Field will ever go military again and Buchanan replied that it does not appear so, but will still be under governmental control. Vice-Mayor C Riggs spoke about Luke Air Force Base's importance and that Gila Bend is proud to support and be a part of Luke Air Force Base.*

- G. **Liquor License:** The Mayor and Town Council may discuss and possibly take action on a recommendation to the Arizona Department of Liquor Licenses and Control for a Series 10 Liquor License for Gila Bend Smoke located at 219 W. Pima Street. **Discussion and Action**

*Vice-Mayor C Riggs moved to approve the recommendation for a Series 10 Liquor License for Gila Bend Smoke; Seconded by Council Member C Kreeger. Motion to approve the recommendation passed 4-3 with Council Members J Turner, T Sikes, and C Turner voting nay.*

- H. **Grant Application in the amount of \$153,900 to the Department of Homeland Security:** The Mayor and Town Council may discuss and possibly take action to approve the submittal of a grant application in the amount of \$153,900 to the Department of Homeland Security for Fiscal Year 2017-2018. **Discussion and Action**

*Council Member C Turner moved to approve the submittal of a grant application for \$153,900 to the Department of Homeland Security for communication equipment for the Gila Bend Volunteer Fire Department; Seconded by Council Member F Fernandez. Motion to approve the submittal passed unanimously.*

- I. **Bid Award Portable Bleachers:** The Mayor and Town Council may discuss and possibly take action to award the Portable Bleacher Contract to Norcon Industries in an amount not to exceed \$16,733.40. **Discussion and Action**

*Council Member J Turner moved to award the Portable Bleacher Contract to Norcon Industries in an amount not to exceed \$16,733.40; seconded by Vice-Mayor C Riggs. Council Member Kreeger asked if the total amount will include shipping and Mayor Sikes asked why the cost appears different. Finance and Grants Administrator S Villegas clarified that the assembly costs are included and the cost difference is a clerical error. Motion to award the contract to Norcon Industries with corrected error passed unanimously.*

- J. **Proposal for Civil Engineering and Surveying for the Gila Bend Wastewater Treatment Facility and Booster Pump Station:** The Mayor and Town Council may discuss and possibly take action to approve the proposal submitted by Ritoch-Powell & Associates for Civil Engineering and Surveying for the Gila Bend Wastewater Facility

and Booster Pump Station. **Discussion and Action**

***Town Manager M Celaya noted that Ritoch-Powell & Associates have thorough knowledge of Gila Bend, have visited our plants, and know our needs.***

***Mr. Mike Rungard of Ritoch-Powell & Associates stated that he has reviewed the Town's deficiencies within its water and wastewater systems and are working with the Town and Town staff to look into replacements for the current systems. Regarding a redundant line, it was advised no. Rungard spoke about sewer lagoons and relocating the bar screen in cell two (2). A question arose about cost: Rungard recommended performing a survey first. Councilman Riggs asked what caused the buildup in the pond. Rungard replied that the level of maintenance of the pond involves a number of contributing factors, for example, the age of the booster pumps is not known. Gila Bend resident Fred Hull brought up the previous discussion about booster stations and the installation of a large generator powered by natural gas.***

***Council Member J Turner moved to approve the proposal submitted by Ritoch-Powell & Associates for Civil Engineering and Surveying; Seconded by V-Mayor C Riggs. Motion to approve the submitted proposal for the Gila Bend Wastewater Facility and Booster Pump Station passed unanimously.***

- K. **Year to Date Financial Report:** Finance Director Stacey Young will present the year to date financial report. **Discussion Only**

***Finance Director S Young presented the year-to-date financial report. A question arose regarding the half-cent tax being transferred to the Public Safety Department to which the accounting procedure was explained. A twenty-two percent (22%) decrease in Area Agency on Aging funding was noted.***

V. **MAYOR AND COUNCIL MEMBER'S REPORT ON CURRENT EVENTS**

(This is the time Council Member's may present a brief summary on current events. The Council may not propose, discuss, deliberate or take any legal action on the information presented)

***Vice-Mayor C Riggs dispensed that it is an honor and a pleasure to serve on the Town Council. Council Member C Turner thanked everyone for their support and said it was an honor to serve his community. Council Member F Fernandez articulated that he is happy to be re-elected and wished everyone present a "Happy Thanksgiving." Council Member J Turner presented his thanks for his votes, happy to serve, and thanked all for support of their Council.***

VI. **TOWN MANAGER REPORT**

(This is the time the Town Manager may present a brief summary on current events. The Council may not propose, discuss, deliberate or take any legal action on the information presented)

***Thanked the Council.***

VII. **STAFF REPORTS**

(This is the time Staff Member's may present a brief summary on current events. The Council may not propose, discuss, deliberate or take any legal action on the information presented)

***Town Clerk B Turner reminded the Council Members about the upcoming Elected***

**Official Training.**

**Parks & Recreation Director C Drury summarized the Town of Gila Bend Holiday decorating plans: There will be a tree lighting ceremony on Monday, November 28 for the Holidays after the Town Holiday Parade. He finished with the airport status.**

- A. **Community Development:** Community Development Project Coordinator, Krista Vandermolen will update Council on the current events within the Community Development Department. **Report Only**

**Community Development Project Coordinator K Vandermolen updated everyone that she is now a certified Permit Technician. The Pima Street Grant Program is in full swing with Sofia's Mexican Restaurant intending to continue with the rehab of their building. The wall at the Yucca Motel is next along with upgrades to the 9/11 Park. Afterwards, a slideshow for the 2016 Pitch-In for Gila Bend was shown.**

- B. **Town of Gila Bend Discharge Exceedance Violations Remediation:** Public Works Manager, David Morris will update Council on the current Wastewater NOV/Consent Order. **Report Only**

**Public Works Manager D Morris reported on the current Wastewater NOV/Consent Order.**

- C. **Speed Bump Project:** Public Works Manager, David Morris will update Council on the Speed Bump Project. **Report Only**

**Public Works Manager D Morris reported on the Speed Bump Project is still in the testing phase and staff will continue to monitor the effectiveness and impact on safety. More have been ordered.**

VIII. **MSCO REPORT**

(This is the time MCSO may present a brief summary on current events. The Council may not propose, discuss, deliberate or take any legal action on the information presented)

IX. **CHAMBER OF COMMERCE REPORT**

(This is the time Chamber of Commerce may present a brief summary on current events. The Council may not propose, discuss, deliberate or take any legal action on the information presented)

**Chris Hubbard thanked Council Member C Turner and Mr. Ron Henry for their service to the Town. The Chamber is focusing their meetings on working toward the future and the rebranding of Gila Bend. Chamber plans to donate \$3,000 for the holiday lights program in Gila Bend. Hubbard reported about the status of the school bond and plan on forming a committee to work on program that will benefit all. The Chamber is also working on improving the Visitor Center and putting it back in order.**

- X. **CALL TO THE PUBLIC** (The procedures to follow if you address the Council are: Council requests that you express your ideas in three minutes or less and refrain from any personal attacks or derogatory statements about any individual . The Mayor will limit discussion whenever he deems such an action appropriate to the proper conduct of the meeting. At the conclusion of an open call to the public, individual members of the Council may respond to criticism made by those who have addressed the Council, may ask Staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take legal action on any matters

during an open call to the public unless the matters are properly noticed for discussion and legal action.)

**Mrs. Kristen Turner spoke about Mr. Colby Turner's employment. She posed the question about why was there no response to pay for lifeguards over this past summer. In addition, she said Paloma School offered to donate to the community and never received a response.**

**Mr. John Utz voiced his concern about the firing of "good men and women" at the Town of Gila Bend. He stated he is a native of Gila Bend and long-time resident. He questioned why there have been terminations without any reprimands until the last six (6) months. He also expressed concern about hiring people out of Town instead of in Town. He added that hiring is performed "without advertising" and that the person responsible should be fired because of "stupidity" and "hiding." He continued to admonish to "do some soul-searching," and that what he has done is against the law, to let him go now.**

**Ms. Loretta Mendez, Gila Bend resident and native, spoke about layoffs, "cherry-picking" Town crews, and [Town Manager M Celaya] hiring his own son. She asked why is this happening and asked why Town employees are not allowed to talk to the Council.**

**Mr. Ron Henry spoke about the east end redundant waterline and the need to re-apply for it. It is his understanding that there are funds available.**

**Mr. Fred Hull thanked Council Member J Turner and Mr. Ron Henry for their dedication to the Town and extended a congratulations to the current elected Council.**

XI. FUTURE AGENDA ITEMS

(This is the time Council Member's may request items be placed on future agenda's)

**Council Member B Turner recommended a Work Session on Well Four (4) be placed under Future Agenda Items. Council Member C Turner made a motion to set an Executive Session regarding Hiring practices. Seconded by Council Member F Fernandez. Motion to place items on future agenda passed unanimously.**

XII. EXECUTIVE SESSION: Pursuant to A.R.S. §38-431.03(A)(1) personnel matters regarding Council vacancy appointment and/or A.R.S. §38-431.03(A)(3) for purpose of obtaining legal advice relative for any of the above agenda items. **Discussion and Action**

XIII. WORK SESSION Well 4 Dump Station **Item was moved to a future work session**

XIV. ADJOURNMENT

**Council Member J Turner moved to adjourn; Seconded by F Fernandez. Motion to adjourn passed 6-0 at 6:45 pm.**

ATTEST:

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Chuck Turner, Mayor

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Beverly Turner, MMC  
Town Clerk

**CERTIFICATION:**

I hereby certify that the foregoing minutes are a true and correct copy of the Council Meeting held October 25, 2016 and the meeting was duly called and posted and that a quorum was present.

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Beverly Turner, MMC  
Town Clerk

## NOTICE OF PUBLIC MEETING

Minutes of the December 7, 2016 Special Council Meeting

CALL TO ORDER *Mayor T Sikes called the meeting to order at 4:01 pm*

ROLL CALL

Mayor Tommy Sikes  
Vice-Mayor Chris Riggs *absent*  
Council Member Fernando Fernandez  
Council Member Bill Hollowell

Council Member Clyde Kreeger  
Council Member Chuck Turner *absent*  
Council Member James "Bud" Turner

**Resolution 16-11:** A Resolution of the Town Council of the Town of Gila Bend, Maricopa County, Arizona, authorizing the Town to submit applications to the Maricopa County Community Development for Community Development Block Grant Funds and execute awarded agreements. **Discussion and Action**

*Mayor T Sikes read Resolution 16-11 by Title. Council Member J Turner moved to approve resolution 16-11 as presented; Motion to approve seconded by Council Member F Fernandez. Community Services Director K Valenzuela reviewed the application noting the request is to replace the current water meters with smart meters which would eliminate manual reading of the meters, thereby the Town would realize an annual cost savings of approximately \$16,000. There was discussion about the cost and life span of the smart meters and it was noted the cost is approximately \$155.00 each and the life span is 20 years. It was also noted that the cost to install the meters is separate at a cost of \$35,000; the time frame for installation is approximately 1 hour per meter and the old meters will be recycled. It was also discussed that the accuracy rate of the smart meters is at 100% and is monitored by 2 separate parties. With no further discussion Mayor T Sikes called for the vote. Motion to approve Resolution 16-11 authorizing the submission of an application to Community Development Block Grant Program passed unanimously (5-0).*

ADJOURNMENT

*Meeting adjourned at 4:16 pm on a motion by Council Member F Fernandez and a second by Council Member B Hollowell. Motion to adjourn passed unanimously (5-0)*

\_\_\_\_\_  
Tommy Sikes, Mayor

ATTEST:

\_\_\_\_\_  
Beverly Turner, MMC  
Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the Council Meeting held December 7, 2016 and the meeting was duly called and posted and that a quorum was present.

\_\_\_\_\_  
Beverly Turner, MMC  
Town Clerk

## Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
11/16	11/22/16	61760	1000	RANCHO SANTA F	111316	1	10-22790	.00	200.72
12/16	12/7/16	61817	1000	RANCHO SANTA F	PPE112716	1	10-22790	.00	200.72
12/16	12/7/16	61769	1642	AAPAK	S1180452	1	10-57-435	.00	142.94
12/16	12/7/16	61769	1642	AAPAK	S1180452	2	10-57-435	.00	10.48
12/16	12/7/16	61769	1642	AAPAK	S1182072	1	10-57-435	.00	64.90
12/16	12/7/16	61769	1642	AAPAK	S1182072	2	10-57-435	.00	5.58
12/16	12/7/16	61769	1642	AAPAK	S1182080	1	10-57-435	.00	14.95
12/16	12/7/16	61769	1642	AAPAK	S1182080	2	10-57-435	.00	1.28
12/16	12/7/16	61824	1765	TYCO INTEGRATE	27544872	1	24-70-685	.00	63.74
12/16	12/7/16	61824	1765	TYCO INTEGRATE	27544872	2	24-71-685	.00	133.85
12/16	12/7/16	61824	1765	TYCO INTEGRATE	27544872	3	24-73-685	.00	197.59
12/16	12/7/16	61824	1765	TYCO INTEGRATE	27544872	4	24-76-685	.00	242.21
12/16	12/7/16	61824	1765	TYCO INTEGRATE	27544872	5	24-76-685	.00	.01
12/16	12/7/16	61771	1791	AETNA	H3906242	1	10-22760	.00	25,560.83
12/16	12/7/16	61772	1912	ALL COVERED, IN	751430	1	10-46-380	.00	675.00
12/16	12/7/16	61772	1912	ALL COVERED, IN	753016	1	25-71-420	.00	113.92
12/16	12/7/16	61772	1912	ALL COVERED, IN	753016	2	10-46-380	.00	2,164.43
12/16	12/7/16	61839	1950	ALLIANCE FIRE PR	20632	1	50-52-340	.00	285.00
12/16	12/7/16	61773	1961	ALSCO - AM. LINE	NOV-16	1	10-46-680	.00	74.20
12/16	12/7/16	61777	2158	AZ APPAREL	1138	1	10-46-680	.00	52.92
12/16	12/7/16	61774	2201	ARIZONA CORREC	425216	1	10-43-610	.00	450.00
12/16	12/7/16	61774	2201	ARIZONA CORREC	425216	2	10-43-610	.00	345.68
12/16	12/7/16	61775	2224	ARIZONA DEPART	245658X	1	50-52-560	.00	1,851.11
12/16	12/7/16	61775	2224	ARIZONA DEPART	27835	1	50-52-560	.00	2,165.00
12/16	12/7/16	61776	2377	ARIZONA PUBLIC	NOV-16	1	10-46-620	.00	1,238.76
12/16	12/7/16	61776	2377	ARIZONA PUBLIC	NOV-16	2	10-57-620	.00	311.17
12/16	12/7/16	61776	2377	ARIZONA PUBLIC	NOV-16	3	10-64-620	.00	498.85
12/16	12/7/16	61776	2377	ARIZONA PUBLIC	NOV-16	4	10-84-620	.00	2,827.89
12/16	12/7/16	61776	2377	ARIZONA PUBLIC	NOV-16	5	11-55-620	.00	347.97
12/16	12/7/16	61776	2377	ARIZONA PUBLIC	NOV-16	6	21-61-620	.00	4,879.25
12/16	12/7/16	61776	2377	ARIZONA PUBLIC	NOV-16	7	24-70-620	.00	641.77
12/16	12/7/16	61776	2377	ARIZONA PUBLIC	NOV-16	8	24-71-620	.00	115.19
12/16	12/7/16	61776	2377	ARIZONA PUBLIC	NOV-16	9	24-73-620	.00	329.11
12/16	12/7/16	61776	2377	ARIZONA PUBLIC	NOV-16	10	24-76-620	.00	559.49
12/16	12/7/16	61776	2377	ARIZONA PUBLIC	NOV-16	11	24-76-620	.00	22.71
12/16	12/7/16	61776	2377	ARIZONA PUBLIC	NOV-16	12	50-52-620	.00	13,788.81
12/16	12/7/16	61776	2377	ARIZONA PUBLIC	NOV-16	13	50-62-620	.00	1,010.73
12/16	12/7/16	61776	2377	ARIZONA PUBLIC	NOV-16	14	25-71-400	.00	350.14
12/16	12/7/16	61776	2377	ARIZONA PUBLIC	NOV-16	15	10-46-620	.00	180.91
12/16	12/7/16	61778	2817	AZ GLOVE & SAFE	7407750	1	10-60-755	.00	173.88
12/16	12/7/16	61778	2817	AZ GLOVE & SAFE	7407750	2	10-60-755	.00	16.26
12/16	12/7/16	61778	2817	AZ GLOVE & SAFE	7407750	3	10-60-755	.00	26.94
12/16	12/8/16	61840	2897	AZ SEC OF STATE	12716	1	10-43-570	.00	43.00
12/16	12/7/16	61807	3140	KANSAS STATE BA	57	1	10-43-340	.00	181.25
12/16	12/5/16	61767	3255	NU-TREND ARCHI	113016	1	10-62-320	.00	2,520.00
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	687771	1	10-60-435	.00	41.07
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	688189	1	10-57-435	.00	78.76
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	688189	2	10-57-435	.00	7.72
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	688452	1	50-52-442	.00	82.81
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	688452	2	50-62-439	.00	56.76
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	688588	1	11-55-435	.00	3.41
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	688599	1	21-61-435	.00	59.29
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	688625	1	11-55-435	.00	341.46

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	688625	2	11-55-435	.00	33.46
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12/16	12/7/16	61836	3273	DAVIS BOYS INC.	688700	1	21-61-435	.00	8.09
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	688703	1	11-55-435	.00	56.94
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	688703	2	11-55-435	.00	5.58
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	688760	1	21-61-435	.00	18.71
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	688780	1	21-61-435	.00	5.09
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	688784	1	10-60-435	.00	4.45
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	688860	1	11-55-435	.00	105.60
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12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689078	1	50-52-442	.00	9.78
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689078	2	50-52-442	.00	19.69
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689078	3	50-52-442	.00	21.25
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689078	4	50-52-442	.00	4.97
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689128	1	50-52-650	.00	186.30
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689128	2	50-52-650	.00	73.75
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689128	3	50-52-650	.00	25.48
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689128	4	50-52-650	.00	50.00
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689146	1	50-62-435	.00	13.58
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689165	1	21-61-435	.00	42.16
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689232	1	21-61-435	.00	13.99
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689294	1	10-84-435	.00	18.64
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689451	1	10-84-435	.00	14.99
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689507	1	10-84-435	.00	5.48
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689509	1	11-55-435	.00	11.46
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689510	1	10-60-435	.00	5.80
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689562	1	10-84-435	.00	10.19
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689564	1	11-55-435	.00	9.28
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689576	1	10-84-435	.00	20.65
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689700	1	21-61-435	.00	3.51
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689726	1	10-60-435	.00	24.22
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689796	1	10-60-435	.00	43.90
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689806	1	10-60-435	.00	30.20
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689815	1	10-84-435	.00	49.87
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689818	1	21-61-435	.00	10.22
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689821	1	10-84-435	.00	33.77
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689885	1	21-61-435	.00	24.46
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689886	1	21-61-435	.00	6.45
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689940	1	10-60-435	.00	16.81
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	689941	1	10-60-435	.00	7.48
12/16	12/7/16	61836	3273	DAVIS BOYS INC.	690014	1	10-84-435	.00	30.52
12/16	12/7/16	61795	3289	GILA BEND FOOD	NOV-16	1	21-61-625	.00	518.61
12/16	12/7/16	61795	3289	GILA BEND FOOD	NOV-16	2	24-70-625	.00	28.37
12/16	12/7/16	61795	3289	GILA BEND FOOD	NOV-16	3	24-71-625	.00	60.80
12/16	12/7/16	61795	3289	GILA BEND FOOD	NOV-16	4	24-73-625	.00	20.27
12/16	12/7/16	61795	3289	GILA BEND FOOD	NOV-16	5	24-74-625	.00	72.96
12/16	12/7/16	61795	3289	GILA BEND FOOD	NOV-16	6	24-76-625	.00	222.93
12/16	12/7/16	61795	3289	GILA BEND FOOD	NOV-16	7	10-57-625	.00	489.02
12/16	12/7/16	61795	3289	GILA BEND FOOD	NOV-16	8	10-60-625	.00	340.74
12/16	12/7/16	61795	3289	GILA BEND FOOD	NOV-16	9	11-55-625	.00	543.81
12/16	12/7/16	61795	3289	GILA BEND FOOD	NOV-16	10	10-84-625	.00	225.23
12/16	12/7/16	61795	3289	GILA BEND FOOD	NOV-16	11	50-52-625	.00	261.88
12/16	12/7/16	61795	3289	GILA BEND FOOD	NOV-16	12	50-62-625	.00	112.23
12/16	12/7/16	61795	3289	GILA BEND FOOD	NOV-16	13	24-70-655	.00	81.35
12/16	12/7/16	61795	3289	GILA BEND FOOD	NOV-16	14	24-71-655	.00	11.09
12/16	12/7/16	61779	3297	BINGHAM EQUIPM	P00144	1	10-60-750	.00	209.72

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
12/16	12/7/16	61779	3297	BINGHAM EQUIPM	P00144	2	10-60-750	.00	13.21
12/16	12/7/16	61779	3297	BINGHAM EQUIPM	P00144	3	10-60-750	.00	12.00
12/16	12/7/16	61780	3457	BRADY INDUSTRIE	3425067	1	10-60-630	.00	30.00
12/16	12/7/16	61780	3457	BRADY INDUSTRIE	3425067	2	10-60-630	.00	2.58
12/16	12/7/16	61780	3457	BRADY INDUSTRIE	5249689	1	10-60-630	.00	31.24
12/16	12/7/16	61780	3457	BRADY INDUSTRIE	5249689	2	10-60-630	.00	23.91
12/16	12/7/16	61780	3457	BRADY INDUSTRIE	5249689	3	10-60-630	.00	4.75
12/16	12/7/16	61780	3457	BRADY INDUSTRIE	5284387	1	10-60-630	.00	295.40
12/16	12/7/16	61780	3457	BRADY INDUSTRIE	5284387	2	10-60-630	.00	25.40
12/16	12/7/16	61780	3457	BRADY INDUSTRIE	5284388	1	10-60-630	.00	39.52
12/16	12/7/16	61780	3457	BRADY INDUSTRIE	5284388	2	10-60-630	.00	3.40
12/16	12/7/16	61781	3470	BRIAN G. DI PIETR	NOV-16	1	10-42-500	.00	600.00
12/16	12/7/16	61783	3841	CASELLE, INC	76461	1	10-44-340	.00	871.67
12/16	12/7/16	61783	3841	CASELLE, INC	77073	1	10-44-340	.00	871.67
11/16	11/22/16	61755	3843	CAVANAUGH, KELL	112216	1	10-84-652	.00	42.47
12/16	12/7/16	61785	3932	CHEM TREAT, INC.	2325369	1	50-52-651	.00	2,304.36
12/16	12/7/16	61785	3932	CHEM TREAT, INC.	2325369	2	50-52-651	.00	163.41
12/16	12/7/16	61785	3932	CHEM TREAT, INC.	2325369	3	50-52-651	.00	.20
12/16	12/7/16	61785	3932	CHEM TREAT, INC.	2325796	1	50-52-550	.00	1,095.15
12/16	12/7/16	61785	3932	CHEM TREAT, INC.	2325796	2	50-52-550	.00	1,207.50
12/16	12/7/16	61785	3932	CHEM TREAT, INC.	2325796	3	50-52-550	.00	163.49
12/16	12/7/16	61792	4060	EXCELENET, INC.	1614	1	10-46-380	.00	491.00
12/16	12/7/16	61792	4060	EXCELENET, INC.	1635	1	10-46-380	.00	491.00
12/16	12/7/16	61786	4190	CNA SURETY	62940500N	1	10-43-570	.00	50.00
12/16	12/7/16	61787	4225	COLONIAL LIFE &	DEC-16	1	10-22770	.00	1,890.49
12/16	12/7/16	61787	4225	COLONIAL LIFE &	DEC-16	2	10-22770	.00	19.00
12/16	12/7/16	61789	4470	CROP PRODUCTIO	31706264	1	10-46-690	.00	91.12
12/16	12/7/16	61789	4470	CROP PRODUCTIO	31706264	2	10-46-690	.00	8.47
11/16	11/22/16	61756	4919	DRURY, COREY	112216	1	10-84-652	.00	454.72
12/16	12/8/16	61842	4919	DRURY, COREY	441163506	1	10-84-652	.00	583.56
12/16	12/7/16	61791	4929	Empire Pump Corp.	18115	1	50-62-400	.00	1,027.50
12/16	12/7/16	61790	5105	EMPIRE MACHINE	EMRA00146	1	10-84-652	.00	541.59
12/16	12/7/16	61793	5707	FREIGHTLINER OF	R001214786:	1	11-55-340	.00	429.61
12/16	12/7/16	61793	5707	FREIGHTLINER OF	R001214786:	2	11-55-340	.00	429.60
12/16	12/7/16	61793	5707	FREIGHTLINER OF	R001214787:	1	11-55-340	.00	538.00
12/16	12/7/16	61793	5707	FREIGHTLINER OF	R001214787:	2	11-55-340	.00	3.91
12/16	12/7/16	61793	5707	FREIGHTLINER OF	R001214787:	3	11-55-340	.00	44.40
12/16	12/7/16	61793	5707	FREIGHTLINER OF	XP00121481	1	11-55-435	.00	182.37
12/16	12/7/16	61793	5707	FREIGHTLINER OF	XP00121481	2	11-55-435	.00	62.04
12/16	12/7/16	61793	5707	FREIGHTLINER OF	XP00121481	3	11-55-435	.00	21.51
12/16	12/8/16	61843	5969	GILA BEND CHAM	FY16-17	1	10-62-760	.00	15,000.00
12/16	12/7/16	61798	6009	GILA BEND ROTAR	11916	1	24-76-650	.00	40.00
12/16	12/7/16	61797	6057	GILA BOTTLERS I	OCT/NOV-16	1	10-60-650	.00	16.00
12/16	12/7/16	61797	6057	GILA BOTTLERS I	OCT/NOV-16	2	10-64-650	.00	16.00
12/16	12/7/16	61797	6057	GILA BOTTLERS I	OCT/NOV-16	3	10-57-650	.00	17.05
12/16	12/7/16	61797	6057	GILA BOTTLERS I	OCT/NOV-16	4	10-46-650	.00	17.05
12/16	12/7/16	61797	6057	GILA BOTTLERS I	OCT/NOV-16	5	10-43-650	.00	17.05
12/16	12/7/16	61797	6057	GILA BOTTLERS I	OCT/NOV-16	6	10-44-650	.00	17.05
12/16	12/7/16	61797	6057	GILA BOTTLERS I	OCT/NOV-16	7	21-61-650	.00	17.05
12/16	12/7/16	61797	6057	GILA BOTTLERS I	OCT/NOV-16	8	50-52-650	.00	17.05
12/16	12/7/16	61797	6057	GILA BOTTLERS I	OCT/NOV-16	9	50-62-650	.00	17.05
12/16	12/7/16	61797	6057	GILA BOTTLERS I	OCT/NOV-16	10	10-62-650	.00	17.05
12/16	12/7/16	61797	6057	GILA BOTTLERS I	OCT/NOV-16	11	11-55-650	.00	17.05
12/16	12/7/16	61797	6057	GILA BOTTLERS I	OCT/NOV-16	12	10-84-650	.00	17.05
12/16	12/7/16	61797	6057	GILA BOTTLERS I	OCT/NOV-16	13	10-64-650	.00	17.05
12/16	12/7/16	61798	6233	GRAINGER	9283072099	1	50-62-439	.00	139.56

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
12/16	12/7/16	61798	6233	GRAINGER	9283072099	2	50-62-439	.00	9.91
12/16	12/7/16	61799	6324	H&H PEST MANAG	58203	1	10-46-640	.00	150.00
12/16	12/7/16	61799	6324	H&H PEST MANAG	58206	1	10-46-640	.00	115.00
12/16	12/7/16	61799	6324	H&H PEST MANAG	58207	1	25-71-600	.00	125.00
12/16	12/7/16	61799	6324	H&H PEST MANAG	58208	1	10-46-640	.00	80.00
12/16	12/7/16	61799	6324	H&H PEST MANAG	58209	1	10-46-640	.00	80.00
12/16	12/7/16	61799	6324	H&H PEST MANAG	58210	1	10-46-640	.00	200.00
12/16	12/7/16	61799	6324	H&H PEST MANAG	59064	1	10-46-640	.00	65.00
12/16	12/7/16	61799	6324	H&H PEST MANAG	59065	1	10-46-640	.00	55.00
12/16	12/7/16	61799	6324	H&H PEST MANAG	59066	1	10-46-640	.00	55.00
12/16	12/7/16	61799	6324	H&H PEST MANAG	59067	1	10-46-640	.00	45.00
12/16	12/7/16	61799	6324	H&H PEST MANAG	59068	1	25-71-520	.00	50.00
12/16	12/7/16	61799	6324	H&H PEST MANAG	59069	1	10-46-640	.00	35.00
12/16	12/7/16	61799	6324	H&H PEST MANAG	59070	1	10-46-640	.00	35.00
12/16	12/7/16	61799	6324	H&H PEST MANAG	59092	1	10-46-640	.00	85.00
12/16	12/7/16	61800	6533	HELPING FAMILIE	291	1	25-71-350	.00	3,116.74
12/16	12/7/16	61801	6601	HILL BROTHERS	4426594	1	50-62-651	.00	400.00-
12/16	12/7/16	61801	6601	HILL BROTHERS	4426594	2	50-62-651	.00	684.00
12/16	12/7/16	61801	6601	HILL BROTHERS	4426594	3	50-62-651	.00	58.82
12/16	12/7/16	61801	6601	HILL BROTHERS	4427168	1	50-62-651	.00	684.00
12/16	12/7/16	61801	6601	HILL BROTHERS	4427168	2	50-62-651	.00	58.82
12/16	12/7/16	61801	6601	HILL BROTHERS	4427169	1	50-52-651	.00	495.22
12/16	12/7/16	61803	6705	HOLT'S SHELL	NOV-16	1	21-61-625	.00	169.81
12/16	12/7/16	61803	6705	HOLT'S SHELL	NOV-16	2	10-60-625	.00	184.67
12/16	12/7/16	61803	6705	HOLT'S SHELL	OCT-16	1	10-60-625	.00	84.37
12/16	12/7/16	61803	6705	HOLT'S SHELL	OCT-16	2	21-61-625	.00	27.75
12/16	12/7/16	61804	6721	HOME DEPOT/GE	11029	1	10-84-645	.00	119.42
12/16	12/7/16	61804	6721	HOME DEPOT/GE	2972729	1	50-62-400	.00	1,640.67
12/16	12/7/16	61804	6721	HOME DEPOT/GE	6010048	1	10-46-690	.00	159.08
12/16	12/7/16	61804	6721	HOME DEPOT/GE	6210468	1	10-84-652	.00	71.60-
12/16	12/7/16	61804	6721	HOME DEPOT/GE	6563354	1	10-84-652	.00	316.70
12/16	12/7/16	61804	6721	HOME DEPOT/GE	6564621	1	10-84-652	.00	196.58
12/16	12/7/16	61804	6721	HOME DEPOT/GE	8971010	1	10-46-690	.00	592.11
12/16	12/7/16	61838	6725	HOMETOWN GILA	187812	1	21-61-650	.00	5.22
12/16	12/7/16	61838	6725	HOMETOWN GILA	187850	1	10-84-650	.00	24.22
12/16	12/7/16	61838	6725	HOMETOWN GILA	187853	1	10-84-650	.00	21.94
12/16	12/7/16	61838	6725	HOMETOWN GILA	187856	1	10-84-650	.00	10.41
12/16	12/7/16	61838	6725	HOMETOWN GILA	187868	1	21-61-650	.00	6.66
12/16	12/7/16	61838	6725	HOMETOWN GILA	187877	1	50-52-650	.00	3.04
12/16	12/7/16	61838	6725	HOMETOWN GILA	187879	1	21-61-650	.00	3.89
12/16	12/7/16	61838	6725	HOMETOWN GILA	187882	1	10-41-715	.00	18.01
12/16	12/7/16	61838	6725	HOMETOWN GILA	187890	1	10-84-652	.00	503.58
12/16	12/7/16	61838	6725	HOMETOWN GILA	187890	2	10-84-652	.00	542.92
12/16	12/7/16	61838	6725	HOMETOWN GILA	187890	3	10-84-652	.00	199.00
12/16	12/7/16	61838	6725	HOMETOWN GILA	187890	4	10-84-652	.00	122.06
12/16	12/7/16	61838	6725	HOMETOWN GILA	187891	1	10-84-650	.00	3.23
12/16	12/7/16	61838	6725	HOMETOWN GILA	187897	1	10-84-650	.00	9.96
12/16	12/7/16	61838	6725	HOMETOWN GILA	187899	1	10-84-650	.00	15.36
12/16	12/7/16	61838	6725	HOMETOWN GILA	187903	1	10-84-650	.00	9.91
12/16	12/7/16	61838	6725	HOMETOWN GILA	187904	1	10-84-650	.00	2.19
12/16	12/7/16	61838	6725	HOMETOWN GILA	187915	1	21-61-650	.00	43.89
12/16	12/7/16	61838	6725	HOMETOWN GILA	187931	1	10-60-630	.00	4.38
12/16	12/7/16	61838	6725	HOMETOWN GILA	187933	1	10-46-690	.00	31.56
12/16	12/7/16	61838	6725	HOMETOWN GILA	188081	1	21-61-650	.00	48.84
12/16	12/7/16	61838	6725	HOMETOWN GILA	188093	1	21-61-650	.00	17.56
12/16	12/7/16	61838	6725	HOMETOWN GILA	188095	1	10-60-630	.00	26.32

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
12/16	12/7/16	61838	6725	HOMETOWN GILA	188118	1	10-41-715	.00	16.42
12/16	12/7/16	61838	6725	HOMETOWN GILA	188121	1	10-60-630	.00	11.29
12/16	12/7/16	61838	6725	HOMETOWN GILA	188173	1	21-61-650	.00	12.06
12/16	12/7/16	61838	6725	HOMETOWN GILA	188178	1	21-61-650	.00	14.90
12/16	12/7/16	61838	6725	HOMETOWN GILA	188188	1	21-61-650	.00	7.25
12/16	12/7/16	61838	6725	HOMETOWN GILA	188196	1	21-61-650	.00	6.03
12/16	12/7/16	61838	6725	HOMETOWN GILA	188235	1	21-61-650	.00	15.35
12/16	12/7/16	61838	6725	HOMETOWN GILA	188247	1	10-41-715	.00	10.09
12/16	12/7/16	61838	6725	HOMETOWN GILA	188251	1	21-61-650	.00	6.10
12/16	12/7/16	61838	6725	HOMETOWN GILA	188269	1	10-60-830	.00	7.73
12/16	12/7/16	61838	6725	HOMETOWN GILA	188299	1	21-61-650	.00	14.89
12/16	12/7/16	61838	6725	HOMETOWN GILA	188300	1	10-60-650	.00	19.84
12/16	12/7/16	61838	6725	HOMETOWN GILA	188340	1	21-61-650	.00	21.95
12/16	12/7/16	61838	6725	HOMETOWN GILA	188357	1	25-71-520	.00	7.48
12/16	12/7/16	61838	6725	HOMETOWN GILA	188407	1	50-62-650	.00	46.01
12/16	12/7/16	61838	6725	HOMETOWN GILA	188432	1	50-62-650	.00	9.63
12/16	12/7/16	61838	6725	HOMETOWN GILA	188571	1	50-62-400	.00	19.73
12/16	12/7/16	61838	6725	HOMETOWN GILA	188590	1	10-60-650	.00	8.76
12/16	12/7/16	61838	6725	HOMETOWN GILA	188591	1	21-61-650	.00	6.35
12/16	12/7/16	61838	6725	HOMETOWN GILA	188594	1	10-60-650	.00	10.97
12/16	12/7/16	61838	6725	HOMETOWN GILA	188644	1	10-60-650	.00	13.11
12/16	12/7/16	61838	6725	HOMETOWN GILA	188679	1	10-41-715	.00	13.14
12/16	12/7/16	61838	6725	HOMETOWN GILA	188834	1	50-62-650	.00	3.49
12/16	12/7/16	61838	6725	HOMETOWN GILA	188836	1	50-62-650	.00	45.01
12/16	12/7/16	61838	6725	HOMETOWN GILA	188842	1	50-52-650	.00	28.54
12/16	12/7/16	61838	6725	HOMETOWN GILA	188899	1	21-61-650	.00	9.72
12/16	12/7/16	61838	6725	HOMETOWN GILA	189031	1	10-41-715	.00	27.72
12/16	12/7/16	61838	6725	HOMETOWN GILA	189037	1	10-60-650	.00	20.85
12/16	12/7/16	61838	6725	HOMETOWN GILA	189125	1	10-60-650	.00	18.66
12/16	12/7/16	61838	6725	HOMETOWN GILA	189128	1	10-41-715	.00	13.80
12/16	12/7/16	61838	6725	HOMETOWN GILA	189142	1	10-60-650	.00	17.29
12/16	12/7/16	61838	6725	HOMETOWN GILA	189154	1	50-52-650	.00	3.01
12/16	12/7/16	61838	6725	HOMETOWN GILA	189159	1	10-60-650	.00	7.68
12/16	12/7/16	61838	6725	HOMETOWN GILA	189174	1	10-41-715	.00	10.63
12/16	12/7/16	61838	6725	HOMETOWN GILA	189176	1	10-41-715	.00	4.60
12/16	12/7/16	61838	6725	HOMETOWN GILA	189178	1	10-41-715	.00	49.15
12/16	12/7/16	61838	6725	HOMETOWN GILA	189179	1	10-60-650	.00	6.03
12/16	12/7/16	61838	6725	HOMETOWN GILA	189224	1	10-60-650	.00	2.17
12/16	12/7/16	61838	6725	HOMETOWN GILA	189225	1	50-62-400	.00	20.85
12/16	12/7/16	61838	6725	HOMETOWN GILA	189226	1	50-52-650	.00	20.85
12/16	12/7/16	61838	6725	HOMETOWN GILA	189244	1	10-60-650	.00	18.66
12/16	12/7/16	61838	6725	HOMETOWN GILA	189253	1	10-60-650	.00	6.03
12/16	12/7/16	61838	6725	HOMETOWN GILA	189318	1	11-55-650	.00	16.46
12/16	12/7/16	61838	6725	HOMETOWN GILA	189334	1	10-60-650	.00	19.75
12/16	12/7/16	61838	6725	HOMETOWN GILA	189396	1	10-41-715	.00	6.58
12/16	12/7/16	61838	6725	HOMETOWN GILA	189405	1	10-84-650	.00	1.09
12/16	12/7/16	61838	6725	HOMETOWN GILA	189419	1	10-41-715	.00	6.95
12/16	12/7/16	61805	6940	IMPRESSIVE IMAG	12216	1	10-43-610	.00	40.00
12/16	12/7/16	61805	6940	IMPRESSIVE IMAG	12216	2	10-43-610	.00	40.00
12/16	12/7/16	61805	6940	IMPRESSIVE IMAG	12216	3	10-43-610	.00	40.00
12/16	12/7/16	61805	6940	IMPRESSIVE IMAG	12216	4	10-43-610	.00	40.00
12/16	12/7/16	61805	6940	IMPRESSIVE IMAG	12216	5	10-43-610	.00	40.00
12/16	12/7/16	61805	6940	IMPRESSIVE IMAG	12216	6	10-43-610	.00	25.00
12/16	12/7/16	61805	6940	IMPRESSIVE IMAG	12216	7	10-43-610	.00	19.58
12/16	12/7/16	61806	7105	IRONWOOD TOWI	131835	1	50-52-435	.00	17.50
12/16	12/7/16	61806	7105	IRONWOOD TOWI	131835	2	50-62-435	.00	7.50

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
12/16	12/7/16	61806	7105	IRONWOOD TOWI	131844	1	21-61-435	.00	10.00
12/16	12/7/16	61806	7105	IRONWOOD TOWI	131871	1	10-60-435	.00	12.50
12/16	12/7/16	61806	7105	IRONWOOD TOWI	131895	1	10-84-439	.00	12.50
12/16	12/7/16	61806	7105	IRONWOOD TOWI	68755	1	24-70-439	.00	144.91
12/16	12/7/16	61806	7105	IRONWOOD TOWI	68755	2	24-71-439	.00	96.61
12/16	12/7/16	61806	7105	IRONWOOD TOWI	68755	3	24-73-439	.00	78.50
12/16	12/7/16	61806	7105	IRONWOOD TOWI	68755	4	24-76-439	.00	283.79
12/16	12/7/16	61806	7105	IRONWOOD TOWI	68850	1	21-61-439	.00	115.00
12/16	12/7/16	61806	7105	IRONWOOD TOWI	68850	2	21-61-439	.00	12.50
12/16	12/7/16	61806	7105	IRONWOOD TOWI	68850	3	21-61-439	.00	2.00
12/16	12/7/16	61806	7105	IRONWOOD TOWI	68850	4	21-61-439	.00	11.22
12/16	12/7/16	61828	7493	Universal Retiremen	INV103570	1	10-43-350	.00	60.00
12/16	12/7/16	61808	7543	LEGEND TECHNIC	1616444	1	50-62-430	.00	1,350.00
12/16	12/7/16	61808	7543	LEGEND TECHNIC	1616444	2	50-52-435	.00	73.00
12/16	12/7/16	61808	7543	LEGEND TECHNIC	1617797	1	50-62-430	.00	832.00
12/16	12/7/16	61808	7543	LEGEND TECHNIC	1617798	1	50-52-435	.00	32.00
12/16	12/7/16	61809	7567	LESLIES POOLMA	645-174872	1	10-84-661	.00	95.32
12/16	12/7/16	61809	7567	LESLIES POOLMA	645-174872	2	10-84-661	.00	8.11
12/16	12/7/16	61770	7635	ADVANCED PERS	13019	1	25-71-420	.00	200.00
12/16	12/7/16	61770	7635	ADVANCED PERS	13129	1	25-71-420	.00	200.00
12/16	12/7/16	61810	7753	LOWE'S	901458	1	10-46-690	.00	425.13
12/16	12/7/16	61810	7753	LOWE'S	914477	1	10-46-690	.00	998.51
12/16	12/7/16	61810	7753	LOWE'S	915444	1	10-46-690	.00	186.90
12/16	12/7/16	61810	7753	LOWE'S	915549	1	10-41-715	.00	132.14
12/16	12/7/16	61810	7753	LOWE'S	998108	1	10-46-690	.00	93.39
12/16	12/7/16	61810	7753	LOWE'S	998806	1	10-84-650	.00	64.56
12/16	12/7/16	61810	7753	LOWE'S	998806	2	10-84-650	.00	6.00
12/16	12/7/16	61810	7753	LOWE'S	998816	1	10-84-650	.00	3.09
12/16	12/7/16	61810	7753	LOWE'S	998816	2	10-84-650	.00	21.84
12/16	12/7/16	61810	7753	LOWE'S	998816	3	10-84-650	.00	2.58
12/16	12/7/16	61810	7753	LOWE'S	998816	4	10-84-650	.00	18.55
12/16	12/7/16	61810	7753	LOWE'S	998816	5	10-84-650	.00	4.28
12/16	12/7/16	61810	7753	LOWE'S	999251	1	10-41-715	.00	135.14
12/16	12/7/16	61811	7913	MARICOPA CNTY S	DEC-16	1	10-54-340	.00	36,317.59
11/16	11/22/16	61757	7921	MARICOPA CNTY S	OCT-16	1	10-54-350	.00	1,249.20
11/16	11/22/16	61714	7969	MARICOPA COUNT	RV-00-6164	1	52-82-560	.00	170.00- V
11/16	11/22/16	61714	7969	MARICOPA COUNT	SP-02190 FY	1	10-84-660	.00	365.00- V
12/16	12/7/16	61812	7985	MARICOPA COUNT	2017.1.GB	1	10-54-900	.00	1,878.50
12/16	12/7/16	61813	8185	MC CLURE, STEVE	4TH QTR 20	1	10-42-330	.00	4,500.00
11/16	11/22/16	61758	8716	MUSCO SPORTS L	285203	1	10-84-340	.00	400.00
12/16	12/7/16	61816	9033	OFFICE DEPOT	8801916130	1	25-71-360	.00	104.98
12/16	12/7/16	61816	9033	OFFICE DEPOT	8801916130	2	25-71-430	.00	95.29
12/16	12/7/16	61816	9033	OFFICE DEPOT	8801946400	1	25-71-360	.00	9.22
12/16	12/7/16	61816	9033	OFFICE DEPOT	8801946400	2	25-71-430	.00	18.44
12/16	12/7/16	61816	9033	OFFICE DEPOT	8801946410	1	25-71-430	.00	30.61
12/16	12/7/16	61816	9033	OFFICE DEPOT	8801946420	1	25-71-360	.00	14.77
12/16	12/7/16	61816	9033	OFFICE DEPOT	8804364170	1	10-43-610	.00	412.07
12/16	12/7/16	61816	9033	OFFICE DEPOT	8804388560	1	10-43-610	.00	44.03
12/16	12/7/16	61784	9905	CENTURY LINK	OCT-16	1	10-46-530	.00	1,361.13
12/16	12/7/16	61784	9905	CENTURY LINK	OCT-16	2	24-70-530	.00	54.23
12/16	12/7/16	61784	9905	CENTURY LINK	OCT-16	3	24-71-530	.00	113.39
12/16	12/7/16	61784	9905	CENTURY LINK	OCT-16	4	24-73-530	.00	162.68
12/16	12/7/16	61784	9905	CENTURY LINK	OCT-16	5	24-76-530	.00	162.68
12/16	12/7/16	61784	9905	CENTURY LINK	OCT-16	6	25-71-420	.00	467.78
12/16	12/7/16	61784	9905	CENTURY LINK	OCT-16	7	25-71-430	.00	430.00
12/16	12/7/16	61784	9905	CENTURY LINK	OCT-16	8	25-71-420	.00	35.31

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
12/16	12/7/16	61782	10097	BROSCART FAMI	511NMARTI	1	50-21900	.00	107.12
12/16	12/7/16	61788	10097	COPPER CROWN	808WMARG	1	50-21900	.00	14.71
12/16	12/7/16	61794	10097	GABRIEL CANSINO	211WBOYER	1	50-21900	.00	3.23
12/16	12/7/16	61818	10097	RHONDA MORGAN	123NMARTI	1	50-21900	.00	11.10
12/16	12/8/16	61841	10595	DESERT EXPRESS	50	1	10-84-652	.00	400.00
12/16	12/7/16	61819	10905	SOUTHWEST GAS	NOV-16	1	24-70-620	.00	63.17
12/16	12/7/16	61819	10905	SOUTHWEST GAS	NOV-16	2	24-71-620	.00	11.64
12/16	12/7/16	61819	10905	SOUTHWEST GAS	NOV-16	3	24-73-620	.00	33.25
12/16	12/7/16	61819	10905	SOUTHWEST GAS	NOV-16	4	24-76-620	.00	58.18
12/16	12/7/16	61820	11060	STARGAZING FOR	11916	1	25-71-360	.00	216.50
11/16	11/22/16	61761	11107	STELLA POLARIS	2016-003	1	10-46-350	.00	5,407.04
12/16	12/7/16	61821	11107	STELLA POLARIS	2016-004	1	10-62-340	.00	5,191.28
12/16	12/7/16	61822	11145	STOTZ EQUIPMEN	P76742	1	10-84-650	.00	7.82
12/16	12/7/16	61823	11370	TAG TEAM SIGNS	9690	1	10-84-652	.00	1,820.00
12/16	12/7/16	61823	11370	TAG TEAM SIGNS	9690	2	10-84-652	.00	740.00
12/16	12/7/16	61823	11370	TAG TEAM SIGNS	9690	3	10-84-652	.00	161.28
12/16	12/7/16	61823	11370	TAG TEAM SIGNS	9732	1	10-84-652	.00	4,081.92
11/16	11/22/16	61759	11545	National Bank of Ari	102116	1	10-43-650	.00	6.45
11/16	11/22/16	61759	11545	National Bank of Ari	102116	2	10-44-615	.00	46.62
12/16	12/5/16	61763	11545	National Bank of Ari	NOV-16CT	1	10-46-690	.00	39.78
12/16	12/5/16	61764	11545	National Bank of Ari	NOV-16 BT4	1	10-43-650	.00	18.67
12/16	12/5/16	61764	11545	National Bank of Ari	NOV-16 BT4	2	10-43-650	.00	7.69
12/16	12/5/16	61764	11545	National Bank of Ari	NOV-16 BT4	3	10-43-650	.00	7.69
12/16	12/5/16	61764	11545	National Bank of Ari	NOV-16 BT4	4	10-43-650	.00	8.70
12/16	12/5/16	61764	11545	National Bank of Ari	NOV-16 BT4	5	10-57-650	.00	16.50
12/16	12/5/16	61765	11545	National Bank of Ari	NOV-16 MC	1	10-46-580	.00	234.08
12/16	12/5/16	61765	11545	National Bank of Ari	NOV-16 MC	2	10-46-580	.00	75.00
12/16	12/5/16	61765	11545	National Bank of Ari	NOV-16 MC	3	10-46-580	.00	34.47
12/16	12/5/16	61765	11545	National Bank of Ari	NOV-16 MC	4	10-46-580	.00	21.12
12/16	12/5/16	61765	11545	National Bank of Ari	NOV-16 MC	5	10-43-650	.00	23.60
12/16	12/5/16	61765	11545	National Bank of Ari	NOV-16 MC	6	10-41-715	.00	1,536.48
12/16	12/5/16	61765	11545	National Bank of Ari	NOV-16 MC	7	10-46-650	.00	129.40
12/16	12/5/16	61765	11545	National Bank of Ari	NOV-16 MC	8	10-46-580	.00	21.61
12/16	12/5/16	61765	11545	National Bank of Ari	NOV-16 MC	9	10-62-570	.00	199.00
12/16	12/5/16	61765	11545	National Bank of Ari	NOV-16 MC	10	10-46-580	.00	30.72
12/16	12/5/16	61765	11545	National Bank of Ari	NOV-16 MC	11	10-41-715	.00	549.84
12/16	12/5/16	61765	11545	National Bank of Ari	NOV-16 MC	12	10-62-580	.00	25.28
12/16	12/5/16	61765	11545	National Bank of Ari	NOV-16 MC	13	10-41-715	.00	66.67
12/16	12/5/16	61766	11545	National Bank of Ari	NOV-16SY	1	10-44-580	.00	490.56
12/16	12/5/16	61766	11545	National Bank of Ari	NOV-16SY	2	10-44-585	.00	29.08
12/16	12/5/16	61766	11545	National Bank of Ari	NOV-16SY	3	10-84-652	.00	453.72
12/16	12/5/16	61766	11545	National Bank of Ari	NOV-16SY	4	10-84-652	.00	140.19
12/16	12/5/16	61766	11545	National Bank of Ari	NOV-16SY	5	10-44-580	.00	33.00
12/16	12/5/16	61766	11545	National Bank of Ari	NOV-16SY	6	10-43-650	.00	11.42
12/16	12/5/16	61766	11545	National Bank of Ari	NOV-16SY	7	50-52-650	.00	182.85
12/16	12/5/16	61766	11545	National Bank of Ari	NOV-16SY	8	10-84-652	.00	496.08
12/16	12/5/16	61766	11545	National Bank of Ari	NOV-16SY	9	10-84-652	.00	48.96
12/16	12/5/16	61766	11545	National Bank of Ari	NOV-16SY	10	10-62-580	.00	83.45
12/16	12/5/16	61766	11545	National Bank of Ari	NOV-16SY	11	10-84-652	.00	26.91
12/16	12/5/16	61766	11545	National Bank of Ari	NOV-16SY	12	50-52-650	.00	54.39
12/16	12/5/16	61766	11545	National Bank of Ari	NOV-16SY	13	10-84-652	.00	115.00
12/16	12/5/16	61766	11545	National Bank of Ari	NOV-16SY	14	10-41-715	.00	13.82
12/16	12/7/16	61814	11545	National Bank of Ari	NOV-16BT06	1	10-46-650	.00	79.06
12/16	12/7/16	61814	11545	National Bank of Ari	NOV-16BT06	2	10-46-650	.00	20.00
12/16	12/7/16	61814	11545	National Bank of Ari	NOV-16BT06	3	10-84-652	.00	1,318.55
12/16	12/7/16	61814	11545	National Bank of Ari	NOV-16BT06	4	10-43-650	.00	21.38

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
12/16	12/7/16	61814	11545	National Bank of Ari	NOV-16KV	2	25-71-360	.00	37.36
12/16	12/7/16	61814	11545	National Bank of Ari	NOV-16KV	3	25-71-360	.00	61.09
12/16	12/7/16	61814	11545	National Bank of Ari	NOV-16KV	4	24-76-650	.00	13.12
12/16	12/7/16	61814	11545	National Bank of Ari	NOV-16BT06	1	10-46-650	.00	79.06- V
12/16	12/7/16	61814	11545	National Bank of Ari	NOV-16BT06	2	10-46-650	.00	20.00- V
12/16	12/7/16	61814	11545	National Bank of Ari	NOV-16BT06	3	10-84-652	.00	1,318.55- V
12/16	12/7/16	61814	11545	National Bank of Ari	NOV-16BT06	4	10-43-650	.00	21.38- V
12/16	12/7/16	61814	11545	National Bank of Ari	NOV-16KV	2	25-71-360	.00	37.36- V
12/16	12/7/16	61814	11545	National Bank of Ari	NOV-16KV	3	25-71-360	.00	61.09- V
12/16	12/7/16	61814	11545	National Bank of Ari	NOV-16KV	4	24-76-650	.00	13.12- V
12/16	12/7/16	61815	11545	National Bank of Ari	NOV-16KV	1	10-46-690	.00	232.89
12/16	12/7/16	61815	11545	National Bank of Ari	NOV-16KV	1	10-46-690	.00	232.89- V
12/16	12/8/16	61844	11545	National Bank of Ari	NOV-18KV	2	25-71-360	.00	37.36
12/16	12/8/16	61844	11545	National Bank of Ari	NOV-16KV	3	25-71-360	.00	61.09
12/16	12/8/16	61844	11545	National Bank of Ari	NOV-16KV	4	24-76-650	.00	13.12
12/16	12/8/16	61845	11545	National Bank of Ari	NOV-16KV	1	10-46-690	.00	232.89
12/16	12/8/16	61846	11545	National Bank of Ari	NOV-16BT06	1	10-46-650	.00	79.06
12/16	12/8/16	61846	11545	National Bank of Ari	NOV-16BT06	2	10-46-650	.00	20.00
12/16	12/8/16	61846	11545	National Bank of Ari	NOV-16BT06	3	10-84-652	.00	1,318.55
12/16	12/8/16	61846	11545	National Bank of Ari	NOV-16BT06	4	10-43-650	.00	21.38
12/16	12/7/16	61837	11641	TOM JONES FORD	52556	1	50-52-439	.00	161.31
12/16	12/7/16	61837	11641	TOM JONES FORD	52556	2	50-62-435	.00	403.24
12/16	12/7/16	61837	11641	TOM JONES FORD	53098	1	50-52-439	.00	779.58
12/16	12/7/16	61825	12009	U S A BLUE BOOK	104368	1	50-62-439	.00	399.95
12/16	12/7/16	61825	12009	U S A BLUE BOOK	104368	2	50-62-439	.00	28.40
12/16	12/7/16	61825	12009	U S A BLUE BOOK	104368	3	50-62-439	.00	50.00
12/16	12/7/16	61826	12032	UNIFIRST CORPO	315 1711702	1	10-46-680	.00	61.21
12/16	12/7/16	61826	12032	UNIFIRST CORPO	315 1714350	1	10-46-680	.00	58.94
12/16	12/7/16	61826	12032	UNIFIRST CORPO	315 1717013	1	10-46-680	.00	48.78
12/16	12/7/16	61826	12032	UNIFIRST CORPO	315 1719675	1	10-46-680	.00	46.31
12/16	12/7/16	61826	12032	UNIFIRST CORPO	315 1722364	1	10-46-680	.00	46.31
12/16	12/7/16	61827	12038	UNITED CONCORD	110423471	1	10-22761	.00	1,690.71
12/16	12/5/16	61768	12093	UNIVERSAL ATHLE	110429	1	10-84-652	.00	2,235.85
12/16	12/7/16	61829	12139	US FOODSERVICE	4558863	1	24-70-655	.00	813.99
12/16	12/7/16	61829	12139	US FOODSERVICE	4558863	2	24-71-655	.00	111.00
12/16	12/7/16	61829	12139	US FOODSERVICE	4558863	3	24-70-660	.00	58.70
12/16	12/7/16	61829	12139	US FOODSERVICE	4558863	4	24-71-660	.00	10.36
12/16	12/7/16	61830	12172	USABLE LIFE	DEC-16	1	10-22792	.00	175.01
12/16	12/7/16	61802	12185	HireRight, LLC	P0614879	1	10-43-350	.00	250.00
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	1	50-52-530	.00	28.03
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	2	50-62-530	.00	12.02
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	3	10-62-530	.00	54.97
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	4	10-62-530	.00	36.66
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	5	50-52-530	.00	9.61-
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	6	50-62-530	.00	4.12-
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	7	10-60-530	.00	47.32
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	8	10-46-530	.00	54.97
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	9	25-71-420	.00	132.19
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	10	10-60-530	.00	53.68
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	11	10-60-530	.00	27.43
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	12	11-55-530	.00	53.68
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	13	10-84-530	.00	53.68
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	14	10-84-530	.00	53.68
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	15	10-46-530	.00	53.68
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	16	50-52-530	.00	37.58
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667575	17	50-62-530	.00	16.10

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Discount Taken	Check Amount
12/16	12/7/16	61831	12278	VERIZON WIRELE	9774667576	1	10-41-530	.00	132.54
11/16	11/22/16	61762	12329	VILLEGAS, SUMME	111116	1	10-44-615	.00	24.39
11/16	11/22/16	61762	12329	VILLEGAS, SUMME	111116	2	10-43-610	.00	21.73
12/16	12/7/16	61832	12353	VISION SERVICE P	DEC-16	1	10-22766	.00	545.19
12/16	12/7/16	61833	12441	WASTE MANAGEM	15429-1571-	1	52-82-685	.00	5,496.17
12/16	12/7/16	61833	12441	WASTE MANAGEM	15672-1571-	1	52-82-685	.00	666.63
12/16	12/7/16	61834	12535	Western Environme	2234	1	50-52-340	.00	1,000.00
12/16	12/7/16	61834	12535	Western Environme	2234	2	50-62-350	.00	1,000.00
12/16	12/7/16	61835	12745	YOUNG, STACEY	12116	1	10-84-652	.00	45.48
Grand Totals:								.00	207,811.99

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
1020200	2,822.78	210,834.77-	207,811.99-
10-22760	25,560.83	.00	25,560.83
10-22761	1,690.71	.00	1,690.71
10-22766	545.19	.00	545.19
10-22770	1,890.49	19.00-	1,871.49
10-22790	401.44	.00	401.44
10-22792	175.01	.00	175.01
10-41-530	132.54	.00	132.54
10-41-715	2,611.18	.00	2,611.18
10-42-330	4,500.00	.00	4,500.00
10-42-500	600.00	.00	600.00
10-43-340	181.25	.00	181.25
10-43-350	310.00	.00	310.00
10-43-570	93.00	.00	93.00
10-43-610	1,518.09	.00	1,518.09
10-43-650	144.03	21.38-	122.65
10-44-340	1,743.34	.00	1,743.34
10-44-580	523.56	.00	523.56
10-44-585	29.08	.00	29.08
10-44-615	71.01	.00	71.01
10-44-650	17.05	.00	17.05
10-46-350	5,407.04	.00	5,407.04
10-46-380	3,821.43	.00	3,821.43
10-46-530	1,469.78	.00	1,469.78
10-46-580	417.00	.00	417.00
10-46-620	1,419.67	.00	1,419.67
10-46-640	1,000.00	.00	1,000.00
10-46-650	344.57	99.06-	245.51
10-46-680	388.67	.00	388.67
10-46-690	3,091.83	232.89-	2,858.94
10-54-340	36,317.59	.00	36,317.59
10-54-350	1,249.20	.00	1,249.20
10-54-900	1,878.50	.00	1,878.50
10-57-435	326.61	.00	326.61
10-57-620	311.17	.00	311.17
10-57-625	489.02	.00	489.02
10-57-650	33.55	.00	33.55
10-60-435	186.43	.00	186.43

GL Account	Debit	Credit	Proof
10-60-530	128.43	.00	128.43
10-60-625	609.78	.00	609.78
10-60-630	505.92	.00	505.92
10-60-650	185.80	.00	185.80
10-60-750	234.93	.00	234.93
10-60-755	217.08	.00	217.08
10-62-320	2,520.00	.00	2,520.00
10-62-340	5,191.28	.00	5,191.28
10-62-530	91.63	.00	91.63
10-62-570	199.00	.00	199.00
10-62-580	108.73	.00	108.73
10-62-650	17.05	.00	17.05
10-62-760	15,000.00	.00	15,000.00
10-64-620	498.85	.00	498.85
10-64-650	33.05	.00	33.05
10-84-340	400.00	.00	400.00
10-84-435	184.11	.00	184.11
10-84-439	12.50	.00	12.50
10-84-530	107.36	.00	107.36
10-84-620	2,827.89	.00	2,827.89
10-84-625	225.23	.00	225.23
10-84-645	119.42	.00	119.42
10-84-650	244.08	.00	244.08
10-84-652	16,905.67	1,390.15-	15,515.52
10-84-660	.00	365.00-	365.00-
10-84-661	103.43	.00	103.43
11-55-340	1,445.52	.00	1,445.52
11-55-435	860.96	.00	860.96
11-55-530	53.68	.00	53.68
11-55-620	347.97	.00	347.97
11-55-625	543.81	.00	543.81
11-55-650	33.51	.00	33.51
21-61-435	201.97	.00	201.97
21-61-439	140.72	.00	140.72
21-61-620	4,879.25	.00	4,879.25
21-61-625	716.17	.00	716.17
21-61-650	257.71	.00	257.71
24-70-439	144.91	.00	144.91
24-70-530	54.23	.00	54.23
24-70-620	704.94	.00	704.94
24-70-625	28.37	.00	28.37
24-70-655	895.34	.00	895.34
24-70-660	58.70	.00	58.70
24-70-685	63.74	.00	63.74
24-71-439	96.61	.00	96.61
24-71-530	113.39	.00	113.39
24-71-620	126.83	.00	126.83
24-71-625	60.80	.00	60.80
24-71-655	122.09	.00	122.09
24-71-660	10.36	.00	10.36
24-71-685	133.85	.00	133.85
24-73-439	78.50	.00	78.50
24-73-530	162.68	.00	162.68
24-73-620	362.36	.00	362.36
24-73-625	20.27	.00	20.27
24-73-685	197.59	.00	197.59
24-74-625	72.96	.00	72.96

GL Account	Debit	Credit	Proof
24-76-439	283.79	.00	283.79
24-76-530	162.68	.00	162.68
24-76-620	640.38	.00	640.38
24-76-625	222.93	.00	222.93
24-76-650	66.24	13.12-	53.12
24-76-685	242.22	.00	242.22
25-71-350	3,116.74	.00	3,116.74
25-71-360	542.37	98.45-	443.92
25-71-400	350.14	.00	350.14
25-71-420	1,149.20	.00	1,149.20
25-71-430	574.34	.00	574.34
25-71-520	57.46	.00	57.46
25-71-600	125.00	.00	125.00
50-21900	136.16	.00	136.16
50-52-340	1,285.00	.00	1,285.00
50-52-435	122.50	.00	122.50
50-52-439	940.89	.00	940.89
50-52-442	138.50	.00	138.50
50-52-530	65.61	9.61-	56.00
50-52-550	2,466.14	.00	2,466.14
50-52-560	4,016.11	.00	4,016.11
50-52-620	13,788.81	.00	13,788.81
50-52-625	261.88	.00	261.88
50-52-650	645.26	.00	645.26
50-52-651	2,963.19	.00	2,963.19
50-62-350	1,000.00	.00	1,000.00
50-62-400	2,708.75	.00	2,708.75
50-62-430	1,982.00	.00	1,982.00
50-62-435	424.32	.00	424.32
50-62-439	684.58	.00	684.58
50-62-530	28.12	4.12-	24.00
50-62-620	1,010.73	.00	1,010.73
50-62-625	112.23	.00	112.23
50-62-650	121.19	.00	121.19
50-62-651	1,485.64	400.00-	1,085.64
52-82-560	.00	170.00-	170.00-
52-82-685	6,162.80	.00	6,162.80
Grand Totals:	213,457.55	213,457.55-	.00

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

City Recorder: \_\_\_\_\_

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Report Criteria:

Report type: GL detail

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**Staff Report**

**To:** Mayor and Town Council  
**From:** Beverly Turner, Town Clerk  
**Date:** December 9, 2016, 2016  
**RE:** Resolution 16-12

**Agenda Item:**

**Resolution No. 16-12:** The Mayor and Town Council may discuss and possibly take action to approve Resolution No. 16-12 prescribing standards of financial disclosure for local elected officials. **Discussion and Action.**

**Background:**

House Bill 2429 amends Arizona Revised Statutes; amending section 38-541 and 38-542 relating to Financial Disclosure. The League of Arizona Cities and Towns has determined that the Resolution adopted by cities and towns years ago should be updated to include new language reflecting all statutory changes enacted and effective on January 1, 2017.

Attached is a copy of the updated Financial Disclosure Statement.

**Recommendation:**

Staff requests that Council approve this agenda item. Recommended motion is as follows:  
"Move to approve Resolution 16-12, a Resolution of the Town Council of the Town of Gila Bend, Maricopa County, Arizona prescribing standards of financial disclosure for local elected officials"

RESOLUTION NO. 16-12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GILA BEND, COUNTY, ARIZONA PRESCRIBING STANDARDS OF FINANCIAL DISCLOSURE FOR LOCAL ELECTED OFFICIALS.

**WHEREAS**, pursuant to the provisions of A.R.S. § 38-545, as amended, the Town of Gila Bend is required to adopt standards of financial disclosure consistent with the provisions of Title 38, Chapter 3.1, Article 1, Arizona Revised Statutes, as amended; and

**WHEREAS**, the City/Town Council has determined that the standards of financial disclosure hereinafter adopted are, with respect to the Town of Gila Bend, consistent with such standards of financial disclosure within the meaning of A.R.S § 38-545.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GILA BEND, MARICOPA COUNTY, ARIZONA**, that the following standards of financial disclosure for local elected officials are hereby adopted:

**Section 1. DEFINITIONS.** In this resolution, unless the context otherwise requires:

1. "Business" includes any enterprise, organization, trade, occupation or profession, whether or not operated as a legal entity or for profit, including any business trust, corporation, partnership, joint venture or sole proprietorship.
2. "Compensation" means anything of value of advantage, present or prospective, including the forgiveness of debt.
3. "Controlled business" means any business in which the local public officer or any member of his household has an ownership or beneficial interest, individually or combined, amounting to more than a fifty percent interest.
4. "Dependent business" means any business in which the local public officer or any member of his household has an ownership or beneficial interest, individually or combined, amounting to more than a TEN PERCENT INTEREST, AND DURING THE PRECEDING CALENDAR YEAR THE BUSINESS RECEIVED FROM A SINGLE SOURCE MORE THAN TEN THOUSAND DOLLARS AND MORE THAN FIFTY PERCENT OF ITS GROSS INCOME.
5. "Giff" includes any gratuity, special discount, favor, hospitality, service, economic opportunity, loan or other benefit received without equivalent consideration and not provided to members of the public at large. "GIFT" DOES NOT INCLUDE TRAVEL-RELATED EXPENSES THAT ARE PUBLICLY REPORTED AS REQUIRED BY LAW OR POLITICAL CAMPAIGN CONTRIBUTIONS THAT ARE PUBLICLY REPORTED PURSUANT TO TITLE 16, CHAPTER 6.
6. "Local public officer" means a person holding an elective office of the Town of Gila Bend.

7. "Member of household" means a local public officer's spouse and any minor child of whom the local public officer has legal custody.
8. "TRAVEL-RELATED EXPENSES" MEANS ANY COSTS ASSOCIATED WITH TRANSPORTATION, FOOD, LODGING AND REGISTRATION FEES AND OTHER EXPENSES DIRECTLY RELATED TO TRAVEL TO, OR FROM, A MEETING, CONFERENCE OR OTHER EVENT WHERE THE LOCAL PUBLIC OFFICER IS PARTICIPATING IN THE LOCAL PUBLIC OFFICER'S OFFICIAL CAPACITY.

**Section 2. DUTY TO FILE FINANCIAL DISCLOSURE STATEMENT; CONTENTS; EXCEPTIONS.**

- A. In addition to other statements and reports required by law, every local public officer, as a matter of public record, shall file with the Town Clerk on a form prescribed by the Town Clerk a verified financial disclosure statement covering the preceding calendar year ending December 31. The statement shall disclose:
  1. The name and HOME OR WORK address of the local public officer, WHETHER THE LOCAL PUBLIC OFFICER'S SPOUSE IS A MEMBER OF THE LOCAL PUBLIC OFFICER'S HOUSEHOLD, THE NUMBER OF MINOR CHILDREN WHO ARE MEMBERS OF THE LOCAL PUBLIC OFFICER'S HOUSEHOLD AND ALL NAMES AND ADDRESSES UNDER WHICH EACH DOES BUSINESS. IF DISCLOSURE OF THE IDENTITY OF THE LOCAL PUBLIC OFFICER'S SPOUSE OR MINOR CHILDREN OTHERWISE BE REQUIRED, A LOCAL PUBLIC OFFICER MAY COMPLY WITH THE IDENTIFICATION REQUIREMENT BY USING THE TERM "SPOUSE" OR "MINOR CHILD," AS APPLICABLE.
  2. The name and address of each employer and of each other source of compensation other than gifts amounting to more than one thousand dollars received during the preceding calendar year by the local public officer and members of his household in their own names, or by any other person for the use or benefit of the local public officer or members of his household, a description of the services for which the compensation was received and the nature of the employer's business. This paragraph shall not be construed to require the disclosure of individual items of compensation that constituted a portion of the gross income of the business from which the local public officer or members of his household derived compensation.
  3. For a controlled business, a description of the goods or services provided by the business, and if any single source of compensation to the business during the preceding calendar year amounts to more than ten thousand dollars and is more than twenty-five percent of the gross income of the business, the disclosure shall also include a description of the goods or services provided to the source of compensation. For a dependent business the statement shall disclose a description of the goods or services provided by the business and a description of the goods or services provided to the source of compensation from which the dependent business derived the amount of gross income described in Section 1, paragraph 4. If the source of compensation for a controlled or dependent business is a business, the statement shall disclose a description of the business

activities engaged in by the source of compensation.

4. The names and addresses of all businesses and trusts in which the local public officer or members of his household, or any other person for the use or benefit of the local public officer or members of his household, had an ownership or beneficial interest of over one thousand dollars at any time during the preceding calendar year, and the name and addresses of all businesses and trusts in which the local public officer or any member of his household held any office or had a fiduciary relationship at any time during the preceding calendar year, together with the amount or value of the interest and a description of the interest, office or relationship.
5. All real property interests and real property improvements, including specific location and approximate size, located in the Town of Gila Bend, in which the local public officer, any member of his household or a controlled or dependent business held legal title or a beneficial interest at any time during the preceding calendar year, and the value of any such interest, except that this paragraph does not apply to a real property interest and improvements thereon used as the primary personal residence or for the personal recreational use of the local public officer. If a local public officer, any member of his household or a controlled or dependent business acquired or divested any such interest during the preceding calendar year, he shall also disclose that the transaction was made and the date it occurred. If the controlled or dependent business is in the business of dealing in real property interests or improvements, disclosure need not include individual parcels or transactions as long as the aggregate value of all parcels of such property is reported.
6. The names and addresses of all creditors to whom the local public officer or members of his household, in their own names or in the name of any other person, owed a debt of more than one thousand dollars or to whom a controlled business or dependent business owed a debt of more than ten thousand dollars which was also more than thirty percent of the total business indebtedness at any time during the preceding calendar year, listing each such creditor. This paragraph shall not be construed to require the disclosure of debts owed by the local public officer or any member of his household resulting from the ordinary conduct of a business other than a controlled or dependent business. Nor shall disclosure be required of credit card transactions, retail installment contracts, debts on residences or recreational property exempt from disclosure under paragraph 5 of this subsection, debts on motor vehicles not used for commercial purposes, debts secured by cash values on life insurance or debts owed to relatives. It is sufficient disclosure of a creditor if the name and address or a person to whom payments are made is disclosed. If the local public officer, and any member of his household or a controlled or dependent business incurred or discharged a debt which is reportable under this subsection during the preceding calendar year, the report shall disclose that the transaction was made and the date it occurred.

7. The identification and amount of each debt exceeding one thousand dollars owed at any time during the preceding calendar year to the local public officer and member of his household in their own names, or to any other person for the use or benefit of the local public officer or any member of his household. The disclosure shall include the identification and amount of each debt exceeding ten thousand dollars to a controlled business or dependent business which was also more than thirty percent of the total indebtedness to the business at any time during the preceding calendar year. This paragraph shall not be construed to require the disclosure of debts from the ordinary conduct of a business other than a controlled or dependent business. If the local public officer, any member of his household or a controlled or dependent business incurred or discharged a debt which is reportable under this subsection during the preceding year, the report shall disclose that the transaction was made and the date it occurred.
8. The name of each source of any gift, or accumulated gifts from a single source, of more than five hundred dollars received by the local public officer and members of his household in their own names during the preceding calendar year, or by any other person for the use or benefit of the local public officer or any member of his household except gifts received by will or by virtue of intestate succession, or received by way of distribution from any intervivos or testamentary trust established by a spouse or by an ancestor, of gifts received from any other member of the household or relatives to the second degree of consanguinity. TRAVEL-RELATED EXPENSES AND POLITICAL CAMPAIGN CONTRIBUTIONS SHALL NOT BE CONSTRUED AS GIFTS IF OTHERWISE PUBLICLY REPORTED AS REQUIRED BY LAW.
9. A list of all business licenses issued, by the Town of Gila Bend, or by any other governmental agency which requires for its issuance the consideration of the application for such license by the city/town council of the Town of Gila Bend, to, held by or in which the local public officer or any member of his household had an interest at any time during the preceding calendar year, including the name in which the license was issued, the type of business and its location.
10. A list of all bonds, together with their value, issued by the Town of Gila Bend, any industrial development authority of the Town or any nonprofit corporation organized or authorized by the Town held at any time during the preceding calendar year by the local public officer or any member of his household, which bonds issued by a single entity had a value in excess of one thousand dollars. If the local public officer or any member of his household acquired or divested any bonds during the preceding calendar year which are reportable under this paragraph, the fact that the transaction occurred and the date shall also be shown.

11. THE NAME OF EACH MEETING, CONFERENCE OR OTHER EVENT WHERE THE LOCAL PUBLIC OFFICER IS PARTICIPATING IN THE PUBLIC OFFICER'S OFFICIAL CAPACITY IF TRAVEL-RELATED EXPENSES OF ONE THOUSAND DOLLARS OR MORE WERE INCURRED ON BEHALF OF THE LOCAL PUBLIC OFFICER AND THE TRAVEL-RELATED EXPENSES ARE NOT PAID BY THE LOCAL PUBLIC OFFICER.
- B. If an amount or value is required to be reported pursuant to this section, it is sufficient to report whether the amount or value of the equity interest falls within:
    1. Category 1, one thousand dollars to twenty-five thousand dollars.
    2. Category 2, more than twenty-five thousand dollars to one hundred thousand dollars.
    3. Category 3, more than one hundred thousand dollars.
  - C. This section does not require the disclosure of any information that is privileged by law.
  - D. The statement required to be filed pursuant to subsection A shall be filed by all persons who qualified as local public officers at any time during the preceding calendar year on or before January 31 of each year, with the exceptions that a local public officer appointed to fill a vacancy shall, within sixty days following his taking of such office, file a financial disclosure statement covering as his annual period the twelve month period ending with the last full month prior to the date of his taking office, AND A LOCAL PUBLIC OFFICER WHOSE FINAL TERM EXPIRES LESS THAN THIRTY-ONE DAYS INTO THE IMMEDIATELY FOLLOWING CALENDAR YEAR MAY FILE THE LOCAL PUBLIC OFFICER'S FINAL FINANCIAL DISCLOSURE AT THE SAME TIME AS THE DISCLOSURE FOR THE LAST IMMEDIATELY PRECEDING YEAR.
  - E. The City/Town Clerk shall prepare written guidelines, forms and samples for completing the financial disclosure statement required by this section. A copy of the guidelines, forms and samples shall be distributed to each local public officer and shall be made available to each candidate required to file a financial disclosure statement pursuant to Section 3 of this resolution.
  - F. ANY STATEMENTS THAT ARE REQUIRED TO BE FILED BY A LOCAL PUBLIC OFFICER PURSUANT TO THIS ORDINANCE/RESOLUTION ADOPTED PURSUANT TO A.R.S. § 38-545 MAY BE FILED IN AN ELECTRONIC FORMAT AS PRESCRIBED BY THE SECRETARY OF STATE.

**Section 3. DUTY TO FILE FINANCIAL DISCLOSURE STATEMENT BY CANDIDATE FOR LOCAL PUBLIC OFFICE.** A candidate for local public office as specified in Section 1, paragraph 6, shall file a financial disclosure statement covering the preceding twelve month period and containing the information described in Section 2 on a form prescribed by the City/Town Clerk at the time of filing nomination papers.

**Section 4.** This resolution shall become effective on the 1st day of January, 2017.

PASSED AND ADOPTED by the Town Council of the Town of Gila Bend, Maricopa County, Arizona, this 13th day of December, 2016.

APPROVED:

\_\_\_\_\_  
Tommy Sikes, Mayor                      Date

ATTEST:

\_\_\_\_\_  
Beverly Turner, Town Clerk              Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven W. McClure, Town Attorney      Date

**LOCAL PUBLIC OFFICERS  
FINANCIAL DISCLOSURE STATEMENT**

**GENERAL INFORMATION**

1. Who should file a financial disclosure statement?

- A. The Mayor and each member of the City/Town Council (hereafter referred to as local public officers).
- B. Every candidate for mayor and councilmember.

2. Where should a financial disclosure statement be filed?

City/Town Clerk

\_\_\_\_\_

Address

\_\_\_\_\_

3. When should a financial disclosure statement be filed?

- A. By every incumbent local public officer on or before the 31st day of January of each year, covering the previous calendar year.
- B. By every local public officer appointed to fill a vacancy within 60 days following the filling of such vacancy, covering as his annual period the twelve-month period ending with the last full month prior to the date of taking officer and thereafter on or before the 31st day of January of each year.
- C. By every candidate for local public officer at the time of filing of the candidate's nomination papers for the preceding twelve-month period.

4. Violations: Penalties – A.R.S. § 38-544.

Any local public officer or candidate for local public office who knowingly fails to file a financial disclosure statement required by an ordinance, rule, resolution or regulation of the City/Town, required by A.R.S. § 38-545, or who knowingly files an incomplete financial disclosure statement, or who knowingly files a false financial disclosure statement is guilty of a class 1 misdemeanor.

Any public officer, local public officer or candidate who violates this chapter is subject to a civil penalty of fifty dollars for each day of noncompliance but not more than five hundred dollars may be imposed as prescribed in A.R.S. § 16-924.

5. Definitions: Section 1 of Resolution No. \_\_\_\_\_.

- A. "Business" includes any enterprise, organization, trade, occupation or profession, whether or not operated as a legal entity or for profit, including any business trust, corporation, partnership, joint venture or sole proprietorship.
- B. "Compensation" means anything of value or advantage, present or prospective, including the forgiveness of debt.

- C. "Controlled business" means any business in which the local public officer or any member of his household has an ownership or beneficial interest, individually or combined, amounting to more than a fifty percent interest.
- D. "Dependent business" means any business in which the local public officer or any member of his household has an ownership or beneficial interest, individually or combined, amounting to more than a ten percent interest, and during the preceding calendar year the business received from a single source more than ten thousand dollars and more than fifty per cent of its gross income.
- E. "Gift" includes any gratuity, special discount, favor, hospitality, service, economic opportunity, loan or other benefit received without equivalent consideration and not provided to members of the public at large. "Gift" does not include travel-related expenses that are publicly reported as required by law or political campaign contributions that are publicly reported pursuant to Title 16, Chapter 6.
- F. "Local public officer" means a person holding an effective office of the City/Town of \_\_\_\_\_.
- G. "Member of household" means a local public officer's spouse and any minor child of whom the local public officer has legal custody.
- H. "Travel-related expenses" means any costs associated with transportation, food, lodging and registration fees and other expenses directly related to travel to, or from, a meeting, conference, or other event where the public officer is participating in the public officer's official capacity.

6. Amount or Value Categories

If an amount or value is required to be reported pursuant to this section, it is sufficient to report whether the amount or value of the equity interest falls within:

- A. CATEGORY 1 – One thousand dollars to twenty-five thousand dollars.
- B. CATEGORY 2 – More than twenty-five thousand dollars to one hundred thousand dollars.
- C. CATEGORY 3 – More than one hundred thousand dollars.

7. Information that is privileged or confidential by law need not be disclosed.

- 8. If disclosure of the identity of the local public officer's spouse or minor child would otherwise be required, a local public officer may comply with the identification requirement by using the terms "spouse" or "minor child," as applicable.

# FINANCIAL DISCLOSURE STATEMENT

(For use by Local Public Officers of the City/Town of \_\_\_\_\_)

Date \_\_\_\_\_

For Calendar Year \_\_\_\_\_

\_\_\_\_\_  
(Or other applicable period, please specify)

## 1. GENERAL INFORMATION

List your name and home or work address, whether your spouse is a member of your household and the number of minor children who are members of your household. Also, list all names under which you and members of your household did business. Include controlled and dependent businesses (see definitions) and indicate whether a business is controlled or dependent, or both.

(a) Name of Local Public Officer \_\_\_\_\_

Home or Work Address \_\_\_\_\_

(b) Is the Local Public Officer's Spouse a Member of the Household? \_\_\_\_\_

(c) What is the Number of Minors Who Are Members of the Household? \_\_\_\_\_

\_\_\_\_\_  
(d) Names under which you, your spouse and members of your household (those persons listed in (a), (b) and (c) above) did business. You may use the terms "spouse" or "minor child," as applicable.

Local Public Officers or Member of Household	Business Name	Business Address	Controlled and/or Dependent Business
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____



(1)	(2)	(3)	(4)
Name of Controlled Business (from Item 1 (d))	Goods or Services Provided by the Business	Goods or Services Provided to the Major Customer or Client (more than \$10,000 and 25% of Gross)	Business Activity of the Major Customer or Client, if a Business
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Use additional sheet if there is more than one such major customer or client of a controlled business.)

**4. INFORMATION ON DEPENDENT BUSINESS**

A "dependent business" is so-called because over half of its income is dependent on one major customer or client. A dependent business may also be a controlled business if the public officer or members of his household also own more than a fifty percent interest in the business. If a dependent business is listed as a controlled business under Item 3, it need not be listed in this item.

Describe the goods or services provided by the business, the goods or services provided to the major customer or client and the business activity if the major customer or client is a business.

**You Need Not List:**

- The identity of any customer or client.
- The amount of income from any customer or client.
- The activities of any customer or client which is not a business.

(1)	(2)	(3)	(4)
Name of Dependent Business (from Item 1 (d))	Goods or Services Provided by the Business	Goods or Services Provided to the Major Customer or Client (more than \$10,000 and 25% of Gross)	Business Activity of the Major Customer or Client, if a Business
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Use additional sheet if there is more than one such major customer or client of a controlled business.)

**5A. OWNERSHIP/BENEFICIAL INTEREST IN BUSINESS OR TRUST; INVESTMENTS**

List the names and addresses of all businesses and trusts in which you or members of your household had an ownership or beneficial interest of over \$1,000 at any time during the preceding calendar year, together with a description of the interest and value of the equity interest by category number. You should list stocks, partnerships, joint ventures, sole proprietorships and other equity interests. Also, list beneficial interests in trusts.

Name and Address of Business or Trust	Local Public Officer or Member of Household	Description of Interest	Value of Equity by Category #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**5B. OFFICES OR FIDUCIARY RELATIONSHIPS IN BUSINESS OR TRUST**

List the names and addresses of all businesses and trusts in which you or any member of your household held any office or had a fiduciary relationship at any time during the preceding calendar year, together with a description of the office or relationship.

Regardless of any financial interest, you should list all businesses and trusts of which you or any member of your household is president, treasurer, secretary or trustee, etc. (Refer to the definition of "Business".)

Name and Address of Business or Trust	Local Public Officer or Member of Household	Description of Office or Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. **REAL PROPERTY OWNERSHIP IN CITY/TOWN OF \_\_\_\_\_**

List all real property interests and real property improvements located in the City/Town of \_\_\_\_\_, including location and approximate size in which you, any member of your household or a controlled or dependent business held legal title or a beneficial interest at any time during the preceding calendar year, and the value, by category, of the equity in any such property.

If you or any member of your household or a controlled or dependent business acquired or divested any such interest during the preceding calendar year, disclose the transaction made and date that it occurred. If the controlled or dependent business is in the business of dealing in real property or improvements, disclosure need not include individual parcels or transactions, but the aggregate value of all such parcels

**You Need Not List:**

- Your primary residence.
- Property used for personal recreation by you.
- Individual parcels and transactions, if a controlled or dependent business is a dealer in real property.\*

Location and Approximate Size of Realty in City/Town	Local Public Officer or Member of Household or Business from Items 3 or 4	Value of Equity by Category	Date Acquired or #Divested
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\*Business dealers in real property—state only name of controlled or dependent business and aggregate value of equity interests, by category number, of all parcels held during the year.

Name of Controlled or Dependent Business Dealer in Real Property	Aggregate Value of Equity Interests by Category #
_____	_____
_____	_____
_____	_____
_____	_____

**7. DEBTS; EXCEPTIONS**

List names and addresses of creditors for all debts in excess of \$1,000 owed by you or members of your household either in your own names or in the names of any other persons at any time during the preceding calendar year.

List names and addresses of creditors to whom a controlled or dependent business owed a debt of more than \$10,000 which was also more than 30 percent of the total business indebtedness at any time during the preceding calendar year.

If the debt was incurred or discharged during the year, list whether it was incurred or discharged and the date.

**You Need Not List:**

- Debts resulting from the ordinary conduct of a business other than a controlled or dependent business.
- Credit card transactions.
- Debts on residences or recreational property exempt from disclosure.
- Retail installment contracts.
- Debts on motor vehicles not used for commercial purposes.
- Debts secured by cash values on life insurance.
- Debts owed to relatives.
- Any amounts.

**PERSONAL DEBTS OVER \$1,000**

Name and Address of Creditor (or Person to Whom Payments Are Made)	Date Local Public Officer or Member of Household Owing the Debt	Incurred and/or Discharged

**BUSINESS DEBTS OVER \$10,000 AND 30%**

Name and Address of Creditor (or Person to Whom Payments Are Made)	Date Local Public Officer or Member of Household Owing the Debt	Incurred and/or Discharged

8. **DEBTORS**

List the name of the debtor for each debt in excess of \$1,000 owed at any time during the preceding calendar year to you and members of your household or to any other person for the use or benefit of the aforementioned persons.

List the name of the debtor for each debt exceeding \$10,000 owed to a controlled or dependent business which was also more than 30 percent of the total indebtedness to the business at any time during the preceding calendar year.

Give the amount of each debt by category number.

If the debt was incurred or discharged during the year, list whether it was incurred or discharged and the date.

**You Need Not List:**

- Those debts owed to you or members of your household resulting from the ordinary conduct of a business other than a controlled or dependent business.

**DEBTS OVER \$1,000 OWED TO YOU PERSONALLY**

Name of Debtor	Local Public Officer or Member of Household to Whom Debt is Owed	Amount by Category #	Date Incurred and/or Discharged
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**DEBTS OVER \$10,000 AND 30% OWED TO YOUR BUSINESS**

Name of Debtor	Name of Controlled or Dependent Business to Whom the Debt is Owed (Business from Item 3 or 4)	Amount by Category #	Date Incurred and/or Discharged
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. **GIFTS**

List each source of any gift or accumulated gifts in excess of \$500 in value received during the preceding calendar year by you, members of your household or by any other person for the use or benefit of the aforementioned persons.

**You Need Not List:**

- Gifts received by will.
- Gifts received by intestate succession.
- Gifts received from intervivos (living) trusts established by a spouse or ancestor.
- Gifts received from testamentary trusts established by a spouse or ancestor.
- Gifts received from any other member of the household or relatives to the second degree of consanguinity. (Parents, grandparents, siblings, children and grandchildren of the recipient.)
- Travel-related expenses that are publicly reported.
- Political campaign contributions if publicly reported as political campaign contributions.
- Amounts.

Name of Donor of Gifts over \$500	Local Public Officer or Member of Household--Recipient

10. **BUSINESS LICENCES**

List all business licenses issued, by the City/Town of \_\_\_\_\_ or by any other governmental agency which requires for its issuance the consideration of the application for such license by the \_\_\_\_\_ council of the \_\_\_\_\_ of \_\_\_\_\_, to, held by or in which you or any member of your household had an interest at any time during the preceding calendar year.

Type of License	Name in Which License is Issued	Local Public Officer or Member of Household Holding Interest, if Not Issued in Own Name	Type of Business	Location of Business

11. **LOCAL GOVERNMENT BONDS**

List all bonds, together with their value, issued by the City/Town of \_\_\_\_\_, any industrial development authority of such city or town or any nonprofit corporation organized or authorized by such city or town held at any time during the preceding calendar year by you or any member of your household, which bonds issued by a single entity had a value in excess of \$1,000.

If the bonds were acquired or divested during the year, list whether they were acquired or divested and the date.

Bonds Over \$1,000	Issuing Agency	Local Public Officer or Member of Household	Value by Category #	Date Acquired and/or Divested
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

12. **TRAVEL-RELATED EXPENSES**

The name of each meeting, conference, or other event where you participated in your official capacity as a public officer if you incurred \$1,000 or more in travel-related expenses, which were not paid by you.

Meeting/Conference/Other Event	Amount Incurred	Name of Person/Entity Who Paid Expenses
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**VERIFICATION**

I verify under penalty of perjury that the information provided in this Financial Disclosure Statement is in true and correct and fully shows all information required to be reported by me pursuant to Resolution No. \_\_\_\_\_.

\_\_\_\_\_  
Signature of Affiant  
(Typewritten signature accepted)



**Staff Report**

**To:** Mayor and Town Council  
**From:** Beverly Turner, Town Clerk  
**Date:** December 9, 2016, 2016  
**RE:** IT Policy

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**Agenda Item:**

**Information Technology Resource Policy:** The Mayor and Town Council may discuss and possibly take action to approve an Information Technology Resource Policy to ensure that information technology resources are used properly by its employees, contractors, agents, and other resource users. **Discussion and Action.**

**Background:**

Whereas the Town of Gila Bend relies on its Communication channels and Information Technology Resources to conduct official business, it is necessary to ensure that said resources be used properly by its employees, contractors, agents, and other resource users. The Information Technology Resource Policy establishes guidelines and policy for acceptable use and security.

The rules and obligations described in the policy apply to all "users" of the Town's Information Technology Resources, wherever they may be located. Violations may result in disciplinary actions, up to and including termination, and civil and/or criminal liability. The purpose of the policy is for all users to use the Town's IT Resources responsibly, professionally, ethically, and lawfully.

Attached is a copy of the policy.

**Recommendation:**

Staff requests that Council approve this agenda item. Recommended motion is as follows:  
"Move to approve the Information Technology Resource Policy to ensure that information technology resources are used properly by its employees, contractors, agents, and other resource users."

## **1. PURPOSE**

1.1. The purpose of this Administrative Policy Instruction (API) is to establish a policy and guidelines for the acceptable use and security of the Town's Communication channels and Information Technology resources. The Town of Gila Bend relies on its Communication channels and Information Technology Resources to conduct official business. The Town has created this Information Technology Resource Policy to ensure that Information Technology Resources are used properly by its employees, contractors, agents, and other resource users.

The rules and obligations described in this policy apply to all "Users" of the Town's Information Technology Resources, wherever they may be located. Violations may result in disciplinary actions, up to and including termination, and civil and/or criminal liability.

It is every user's (as defined by section 3.2) duty to use the Town's Information Technology Resources responsibly, professionally, ethically and lawfully.

## **2. SCOPE**

2.1. This API sets forth policies and standards for the acceptable use and security of the Town of Gila Bend ("the Town") Communication, Social Media and Information Technology resources.

2.2. This API applies to all users of Information Technology resources in the Town unless an "exception" request is submitted in writing to, and approved by, the Town Manager ("the TOWN MANAGER"), or his or her designee.

## **3. DEFINITIONS**

### **3.1. Communication**

Communication is the effective exchange of meaning or understanding in formal and informal communication. It applies to communication up, down and across the organization. Everyone in the organization is accountable for the effectiveness of his or her own communication. This especially applies to those who manage others.

### **3.2. Communication Channels**

Communication channels are the means through which people in an organization communicate. Communication channels include face-to-face, email (electronic mail), FTF (file transfer protocol), printed documents, media releases, social media, websites, marketing communications and other forms of digital communication using smart and mobile devices.

### **3.3. Communications on Social Media**

Includes, but is not limited to, ideas, photos, videos, news, links, responses, and other content expressed on social media.

### **3.4. Defamatory Statements**

Includes, but are not limited to, untrue statements that are presented as fact about another individual which damages their reputation.

### 3.5. Information Technology Resource

Information Technology Resources are tools that allow access to technological devices, or are technological devices themselves that service information, access information, and the information itself. These resources include all Town-provided computers and servers; desktop workstations, laptop computers, handheld computing and tracking devices; cellular and office phones; network devices such as data, voice and wireless networks, routers, switches, hubs; peripheral devices such as printers, scanners and cameras; pagers, radios, voice messaging, facsimile transmissions, copy machines, electronic communications, external network access such as the Internet; software, including packaged and internally developed applications; and all information and data stored on Town equipment as well as any other equipment or communications that are considered an Information Technology Resource.

### 3.6. Official Town Content

Content that is published on social media platforms, websites, and any form of printed public communication consistent with this policy on behalf of the Town by department, division, program staff, or consultants at the direction of Town employees.

### 3.7. Marketing Communications

Coordinated promotional messages delivered through one or more channels such as print, radio, television, direct mail, and social media. Marketing Communications can take the form of emails, flyers, banners, door hangers, social media posts, video, speeches, presentations and slide decks, letters, public notices, labels, clothing and anything else being used to promote Town content using the Town's identity.

### 3.8. Social Media Platform

An online platform through which users can establish an account and create online communities to share information. Examples of social media platforms are Facebook, Instagram, LinkedIn, Nextdoor, Twitter, Periscope, Snapchat, Vine, and YouTube.

### 3.9. Town Identity

Is the way in which the Town visually presents itself to the public and influences the image that people, businesses and stakeholders have of the Town. Town Identity includes the Town logo, seal, slogan, branded colors, typeface and other elements of visual identity the Town uses to consistently represent itself.

### 3.10. User of Communication Channels and/or Information Technology Resources

The User is defined as any person who uses an Information Technology Resource and/or a Communication Channel. This includes employees, contractors, consultants, vendors, volunteers, temporary agency employees, guests, student interns and any other person who may have access to the Town's Information Technology resources.

## **4. ACCEPTABLE USE FOR COMMUNICATION CHANNELS & INFORMATION TECHNOLOGY**

4.1. The Town is the sole owner and may monitor and disclose contents and usage at any time of any Communication and/or Information Technology Resource provided to users. There is no reasonable expectation of privacy in the use of any Information Technology Resource or Communication Channel.

4.2. Users are responsible for the acceptable use and security of Communication Channels and/or Information Technology Resources designated for their use even if another group, division, or agency has been subcontracted to provide the support for these resources. Furthermore, if Information Technology Resources are sold or released while in the possession of a user, the user may be subject to discipline, up to and including employment or contract termination, civil, criminal liability, and removal from Town premises.

4.3. Communication Channels and/or Information Technology Resources shall be used for Official Town business. Communication Channels and/or Information Technology Resources may also be used for incidental personal use, so long as such use does not result in a significant monetary expenditure to the Town or involve the expenditure of a

significant amount of time by the user away from his or her job duties. Supervisory personnel are responsible for limiting personal use of Communication Channels and/or Information Technology Resources. Personal use of any Communications Channel and/or Information Technology Resource will be subject to Public Records Law.

4.3.1. The Town's overriding interest and expectation in deciding what is spoken, published, or broadcasted on behalf of the Town requires that Official Town Content be limited to authorized marketing communications, Official Town Social Media Accounts and/or the Town's website.

4.3.2. The Town shall utilize and manage Official Social Media Accounts and the website in a consistent manner across all of its departments and divisions to advance the Town's vision. A list of Official Accounts shall be maintained by the Town's Media and Communications Officer or his/her designee(s). The Town's Media and Communications Officer or his/her designee shall also maintain a list of the login and password information for each Official Account, so that the Town can immediately edit or remove content in accordance with this policy.

4.3.3. Official Accounts must comply with all provisions of this policy, Official Accounts that violate this policy may be removed or closed without notice, at the sole discretion and authority of the Town's Media and Communications Officer or his/her designee. Official Accounts shall comply with all applicable federal, state and local laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright, records retention, Arizona Public Records Act, First Amendment, privacy and information security policies established by the Town.

4.3.4. Official Accounts will be maintained by the Authorized Social Media and Website Manager. The Authorized Manager shall:

- Be respectful, professional, ethical, and comply with all Town policies, local, state, and federal laws.
- Regularly review, be familiar with, and comply with the Town's policies on use of Official Accounts;
- Monitor, use, and interact on Official Accounts only during regular work hours; however, this restriction does not apply to employees that are exempt, in public safety, or in the Town Manager's Office;
- Regularly monitor and manage all comments to their respective Official Accounts;
- Provide original and updated logins, passwords and other information needed to access their division's Official Accounts;
- Stay current and be consistent with the goals of the Town;
- Respect copyright laws, intellectual property, and reference/cite sources appropriately;
- Understand that postings to social media websites immediately become part of a public record and are subject to State retention schedules.
- Only Authorized Social and Website Managers may post, edit, delete, or modify information on Official Accounts

4.3.5. Prohibited content on Official Media and/or Website Accounts:

- Comments not typically related to the particular post being commented on
- Profane or obscene language or content;
- Sexual content;
- Threats;
- Defamatory statements;
- Encouragement of illegal activity;

- Violations of a legal ownership interest of any other party;
- Solicitations of commerce; Understand social media may not be used for personal gain, conducting private commercial transactions, or engaging in private business activities;
- Statements in support of or opposition to political campaigns, candidates, or ballot measures;
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation; and
- Information that may tend to compromise the safety or security of the public or public systems or post or release proprietary, confidential, sensitive, or other Town government Intellectual Property;

4.3.6. Integrating Social Media and/or Online Advertising Enterprises with the Town's Website — <http://www.gilabendaz.org> — will remain the Town's primary and predominant means of internet communication. Official Town Social Media Accounts shall supplement, but not replace, the Town's required notices and standard methods of communication.

All Official Social Media Accounts shall link back to the Town's official website for forms, online services, and other information necessary to conduct business with the Town.

#### 4.3.7. Town Employee's Personal Use of Social Media

Town employees are not prohibited from using social media platforms to express their opinions and views. However, if it can be reasonably interpreted from the content of the post (e.g., photo, comment, tweet, following, sharing, or video) or from other details provided on the Town employee's social media account that the Town employee is speaking on behalf of the Town on their personal account, the employee shall provide a disclaimer on the account or in the same post stating that their opinions and views do not reflect the opinions and views of the Town of Gila Bend. This disclaimer aids in protecting Town employee's lawful rights. However, the use of this disclaimer does not shield against discipline for violations of this policy. The Town reserves its right to regulate what is spoken or expressed on its behalf.

If a user's conduct on social media platforms adversely affects his/her job performance or the performance of his/her co-workers, is detrimental to the mission and function of the Town, or otherwise adversely affects members of the public served by the Town, people who work on behalf of the Town, or the Town's legitimate business interests, the Town may take disciplinary action against user.

4.4 Communication Channels and/or Information Technology Resources must not be used for or contain any material that may reasonably be considered offensive, disruptive, harassing, defamatory or threatening towards the Town, any user, or any third party. Furthermore, users are prohibited from engaging in any internal or external communications using Information Technology Resources that refer to violence, racism, sexism, drugs, illegal conduct, pornography, gambling, betting, or other subjects that would be offensive to a reasonable adult in the work environment. Nothing in this section shall be construed to preclude any use that is objectively reasonably necessary for the performance of an employee's job responsibilities.

4.5. Any authorized access to Communication Channels (i.e. shared accounts, user profiles, and passwords) and/or Information Technology Resources assigned to or in the possession of a user must be returned to the Town when Town management determines that the use of those resources is no longer required to conduct official Town business.

4.6. Communication Channels and Information Technology Resources that are for the purpose of external contact by the general public shall be reviewed and approved in writing by management of the department or organization submitting the information for public access.

4.7. Abuse of this policy may subject the user to discipline, up to and including employment or contract termination and removal from Town Hall premises. In determining whether to impose discipline, the following factors will be taken into account: (1) whether the use interferes with the user's or any other user's job duties or routine business activities; (2) whether the use results in significant expense to the Town; (3) whether the use is for illegal practices, personal financial profit, outside employment, or user's promotional activities; or, (4) whether the use compromises any other Town policies.

## **5. BRAND IDENTITY, MARKETING COMMUNICATION AND DESIGN PRODUCTION**

Reputation is crucial to the Town's future as it endeavors to solicit economic support, attract new business and industry, and enhance the lives of its citizens. Reputation is influenced by people's contact with the Town, by what others say about the Town, and by what they see and hear about the Town in various media outlets. Therefore, it is important to positively influence reputation and to limit the risk of damage to that reputation through careful management of the Town's brand and its identity through public communications by way of consistent messaging and marketing materials.

5.1. The management of the Town's brand and its identity aims to create a single, consistent and clear visual identity, to project the Town as a reliable and contemporary organization, and standardize the Town's visual representation in a number of applications, thereby increasing efficiency.

5.2. Approval of the Town Identity is authorized by the TOWN MANAGER and his/her designee, with the exception of the Town Logo, which requires approval by the Town Council. The TOWN MANAGER or his/her designee approves any major changes to the Town Identity that is applied to stationary, signage, uniforms, certificates, and other official or promotional applications.

5.3. All applications of the Town of Gila Bend name, logo, slogan, must be checked for brand identity compliance and approved by the TOWN MANAGER or his/her designee. The rules governing brand identity can be found in the Town's *Brand Identity Guide*, and is periodically reviewed and updated by the TOWN MANAGER or his/her designee.

5.3.1. The TOWN MANAGER or his/her designee should be responsible for coordinating the production of all official promotional material to ensure messaging and brand consistency.

5.3.2. Promotional materials at a corporate level should be contracted out to a Marketing Agency if no marketing personnel exists within Town Hall and will be responsible for writing, designing and printing such materials (i.e. annual reports, financial statements, etc).

5.3.3. For promotional materials at a department or staff level, the internal client has the responsibility for writing, proofing, and verifying the accuracy of content submitted for design and production.

5.3.4. No department or staff should engage directly with an external design studio/designer or printers without prior approval of the TOWN MANAGER or his/her designee.

5.4. There is only one Town of Gila Bend logo and only two slogans. Other logos or slogans must not be used or developed to represent departments within the Town. Special logos for joint ventures shall not be developed or used without authorization by the TOWN MANAGER or his/her designee and the approval of Town Council. Otherwise joint ventures will use the name of the joint venture and the recognized logos of the joint venture partners.

5.5. It is not permissible for staff to use any application of the Town of Gila Bend outside of work, or for any other purpose NOT approved by the TOWN MANAGER or his/her designee.

## **6. POLICY ENFORCEMENT**

6.1. The TOWN MANAGER and his or her designee shall have the primary responsibility for enforcing this API. The TOWN MANAGER will be responsible for the establishment of policies, operating procedures and guidelines governing the

technical architecture, usage, security, backup and recovery for Communication Channels and Information Technology Resources.

6.2. Any user who violates this API may be subject to discipline, up to and including employment or contract termination, civil and criminal liability and removal from Town premises.

6.3. Any user learning of or reasonably suspecting any misuse of Information Technology Resource shall notify his or her supervisor, who shall notify the TOWN MANAGER or his or her designee.

6.4. Any user who receives communication or messaging that he or she reasonably suspects may be illegal or may reasonably be considered offensive, disruptive, harassing, defamatory or threatening towards the Town, any user, or any third party shall advise his or her supervisor, who shall notify the TOWN MANAGER or his or her designee.

6.5. The absence of written policies, procedures, standards, or guidelines governing a specific issue does not relieve the user from the responsibility for the acceptable use and security of Town provided Information Technology Resources.

6.6. Authorization for access to Communication Channels and Information Technology Resources must comply with criteria, reviewed and approved by the TOWN MANAGER or his or her designees.

6.7. All Communication Channels and Information Technology Resource users must complete and submit a "User Acknowledgement Form" (Exhibit A in this API). Existing employees shall complete and submit the form within 30 days of implementation. New users shall complete and submit the form before access is granted to Information Technology Resources.

## **7. GENERAL SECURITY**

7.1. Information Technology Resource users are responsible for the protection and security of Information Technology Resources. Information Technology Resources shall be protected, to the extent reasonably possible, from misuse, including, but not limited to: theft, unauthorized access and data transfers, fraudulent manipulation or alteration of data, attempts to circumvent the security controls, and any activity that could compromise the integrity or availability of data.

7.2. Users shall not violate software license agreements or any other contractual terms and conditions of using Information Technology Resources regardless of whether harm is intended.

7.3. Users are prohibited from introducing any unauthorized Information Technology Resources into the Town's environment or infrastructure. Furthermore, the introduction of any Information Technology Resources that could disrupt any operations is prohibited.

7.4. Information Technology Resources must be free of viral infections. Virus detection devices and tools must be installed and kept up-to-date on appropriate Information Technology Resources. Furthermore, any external Information Technology Resources introduced into the environment must be scanned or reviewed for any threats before being entered into the environment.

7.5. Written Information Technology Resource Policies will be issued and updated on an as-needed basis, in conjunction with this API. New or revised Policies will be published to all users via an internal email and made available to all users on the Town's shared drive. It is the responsibility of users to check this drive when the user receives notification of modifications to the Guidelines.

7.6. Users are prohibited from violating any established written policies or guidelines that are designed to control or enforce this Communications, Social Media and Information Technology Resource policy.

## 7. EXHIBIT A— NEW USER ACKNOWLEDGEMENT

A signed paper copy of this form must be submitted, as indicated in section 4.7 of the Information Technology Resource Policy, for authorization of a new user-ID and/or access to any Information Technology (IT) resources. An electronic acknowledgement must be completed for authorization of a change in privileges associated with an existing user-ID, or periodic reauthorization of an existing user- ID. The Town will not accept modification to the terms and conditions of this agreement.

User Name (Printed):

User's Department:

User's Business Telephone Number:

User's Business Address:

I, the user, agree to take all reasonable precautions to assure the Town's internal information, or information that has been entrusted to the Town by third parties (such as customers), will not be disclosed to unauthorized persons unless required by law. At the end of my employment, appointment, or contract, with the Town, I agree to return to the Town all Information Technology Resources to which I have had access in order to do my job. I understand that I am not authorized to use any Information Technology Resource for non-employment related purposes, nor am I at liberty to provide any Official Communication or Information Technology Resource to third parties without the express written consent of the Town Manager and/or designee.

I have access to a copy of the Town's Communication, Social Media, Information Technology Resource Use Policy & Procedures. I have read and understand this policy and its relationship to my job. I understand and agree that any violation of the Town's Communication, Social Media, Information Technology Resource Use Policy & Procedures may be grounds for discipline up to and including termination of my employment, and I agree to abide by the Policy as a condition of my employment. I understand that written Communication, Social Media, Information Technology Resource Policies will be established for Communication, Social Media, Information Technology Resources, in conjunction with this policy, and that the written policies will be made available to me by the Town Clerk. Communication, Social Media, Information Technology Resource Use policies will be updated and communicated to all users of the resource. I understand and agree that it is my responsibility to read the policies and all updates as they become available, and I agree to be bound by and adhere to those policies. Printed copies of the current policies are available through the Town Clerk's Office. I understand that non-compliance may be cause for system privilege revocation, disciplinary action up to and including termination, as well as criminal or civil penalties.

I also agree to promptly report all violations or suspected violations of Information Technology Resource Policies and Guidelines to my supervisor, who shall notify the TOWN MANAGER or his or her designee.

User Signature & Date: \_\_\_\_\_



**Staff Report**

**To:** Mayor and Town Council  
**From:** Beverly Turner, Town Clerk  
**Date:** December 9, 2016, 2016  
**RE:** GoldLeaf Partners Service Agreement

**Agenda Item:**

**Goldleaf Partners Service Agreement:** The Mayor and Town Council may discuss and possibly take action to approve a service agreement between the Town of Gila Bend and Goldleaf Partners Employer Services providing administrative, consulting, or recordkeeping services regarding COBRA insurance. **Discussion and Action.**

**Background:**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires that health insurance coverage be offered to employees at the end of their employment, at their cost.

Goldleaf Partners is the Town's current provider. The contract with GoldLeaf expires February 1<sup>st</sup>. In reviewing the renewal, staff found that the cost to administer COBRA services will remain the same as previous year. (See attached Fee Schedule)

We currently have one former employee on COBRA.

**Recommendation:**

Staff requests that Council approve this agenda item. Recommended motion is as follows:  
"Move to enter into an Agreement with GoldLeaf Partners for COBRA Administration Services."



Return signed agreement to:

Attention: Operations Implementation Team  
P.O. Box 806  
Brainerd, MN 56401  
Email: sales@goldleafpartners.com  
Phone: 612.339.0498  
Fax: 612.339.0248

## SERVICE AGREEMENT

This primary Service Agreement ("Agreement"), and all applicable Sub-Agreements and Service Fee Schedules as attached, between Goldleaf Partners Employer Services, LLC. (hereinafter "Goldleaf") a Minnesota corporation headquartered at 8009 34<sup>th</sup> Avenue S., Suite 320, Minneapolis, MN 55425, and Town of Gila Bend (hereinafter "Employer") with offices at 644 West Pima Street PO Box A, Gila Bend, AZ, 85337 outlines the services Goldleaf shall provide.

### 1. EFFECTIVE DATE

The "Effective Date" of this Agreement and all applicable Sub-Agreements and Fee Schedules shall be the later of the date it is signed by Employer or Goldleaf on the Plan(s) Signature Page at the end of this Agreement. This Agreement shall continue in effect unless terminated by either party under the provisions of Section 9 of this Agreement. In any event, the Employer shall be responsible for the payment of all fees incurred prior to and in connection with such termination.

### 2. SERVICES

Goldleaf shall provide administrative, consulting, or recordkeeping services to the Plan sponsored by the Employer only as set forth and checked below.

- Payroll/Integration (Separate Service Agreement)
- COBRA Services Sub-Agreement
- Benefits Plan(s) Services Sub-Agreement
- Health Savings Account (HSA) Services Sub-Agreement
- Retirement Plan Services Sub-Agreement
- Executive Deferred Compensation Services Sub-Agreement

Each Agreement or Sub-Agreement checked above shall be incorporated herein by reference.

Goldleaf shall act only at the direction of the Employer or the participant, where applicable. The Employer must provide Goldleaf with all information reasonably requested by Goldleaf in the manner, format, and time frame requested.

As a fiduciary, the Employer is responsible for monitoring the performance of anyone providing services to the plan or Employer, including Goldleaf. The Employer must review the reports or other items that are prepared by Goldleaf on a regular basis, and notify Goldleaf as soon as administratively practicable of any errors or inconsistencies identified on any report, form or other communication from Goldleaf.

### 3. INFORMATION

The Employer acknowledges that Goldleaf must receive accurate and timely information to perform its functions under this Agreement.

The Employer acknowledges that Goldleaf shall not be responsible for any errors, delays, or additional costs resulting from the receipt of incomplete, inaccurate, or untimely information from the Employer. Goldleaf will assess additional fees equal to the then-current hourly rate set forth in the Fee Schedule for the number of hours spent correcting tasks originally completed based upon inaccurate, incomplete, or untimely information. If information is provided to Goldleaf in a format other than the requested format, Goldleaf may convert the information to an approved format and the Employer agrees to pay reasonable charge for this conversion.



The Employer acknowledges and agrees that Goldleaf may rely upon the completeness and accuracy of all information provided to Goldleaf by the Employer or other service providers engaged by the Employer, including work performed by other service providers completed prior to the effective date of this Agreement.

#### **4. FEES AND EXPENSES PAYABLE BY THE EMPLOYER**

The Employer shall pay Goldleaf directly all fees specified on the attached Service Fee Schedule(s) as applicable unless the Employer directs Goldleaf in writing to pay the fees out of the plan assets (when applicable). The Employer agrees to pay all fees within 15 days from the invoice date. A late payment charge of 1.5% per month (18% per annum) will be assessed on all account balances past 45 days. If the applicable fees are not paid within 120 days, the Employer authorizes Goldleaf to remove such amounts from plan assets (when applicable). If fees are to be paid from plan assets due to past due invoices, the Employer will be notified and provided 30 days to pay the bill or to notify Goldleaf of an objection prior to removal of the past due fees from plan assets of the Plan.

Goldleaf may amend the Fee Schedule(s) and shall give written notice at least 60 days before any amendments become effective.

Please see the attached Service Fee Schedule(s) for a clear summary and disclosure of service fees.

#### **5. ADDITIONAL SERVICES**

The Employer may request that Goldleaf provide additional services that are not contained in the attached Service Fee Schedule(s). Such request shall be in writing and Goldleaf shall provide an estimate of the total cost which the employer will agree to prior to performing any work.

#### **6. INDEMNIFICATION AND LIABILITY**

Goldleaf shall not be liable for any loss, liability, or cost suffered or incurred by the Employer or the Plan in connection with the provision of Services under this Agreement, or Sub-Agreements as applicable, except to the extent such loss, liability, or cost results from willful misconduct or gross negligence on the part of Goldleaf under the terms of this Agreement.

The Employer shall indemnify Goldleaf against, and hold Goldleaf harmless from losses, that may be incurred by, imposed upon, or asserted against Goldleaf by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan, Trust, or Employer excepting only any and all losses arising solely from Goldleaf's willful misconduct or gross negligence.

Goldleaf shall indemnify Employer against, and hold Employer harmless from losses, that may be incurred by, imposed upon, or asserted against Employer by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan, Trust, or Employer excepting only any and all losses arising solely from Employer's willful misconduct or gross negligence.

If Goldleaf is required by a government regulation, subpoena or other legal process to produce documents and/or Goldleaf personnel as a witness with respect to the provision of Services under this Agreement, Employer will reimburse Goldleaf for the cost of these Additional Services, including professional time and expenses, and reasonable attorney's fees incurred in responding to such requests, so long as Goldleaf is not the subject of or a party to the proceeding in which the information is being sought. If applicable, Employer agrees to maintain a fidelity bond as required by Department of Labor regulations. Employer acknowledges and agrees that Goldleaf is not a fiduciary to the plan.

Notwithstanding anything else in this Agreement or otherwise, neither party shall be liable or obligated with respect to the cost of procurement of substitute services, technology, or rights or for the interruption of use or loss or corruption of data. Further, neither party shall be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including without limitation, attorney's fees) in any way due to, resulting from, or arising in connection with any of the services or the performance of or failure to perform obligations under this Agreement. This disclaimer applies without limitation to claims arising from the provision of the services or any failure or delay in connection therewith; to claims for lost profits; regardless of the form of action; and regardless of whether such damages are foreseeable or whether Goldleaf has been advised of the possibility of such damages. The provisions of this section shall survive the termination of this Agreement.



Neither party shall be responsible for any claims, losses, damages, liabilities, costs, or other expenses of any kind due to factors that are out of its control, including acts of God, civil or military authority, acts of terrorism, quarantines, epidemics, war, natural disasters or catastrophes, governmental order or regulation which would require cessation of services provided under this Agreement, strikes or other work stoppages, or any other force majeure event.

Notwithstanding anything herein to the contrary, Goldleaf's total liability to Employer under this Agreement is limited to actual, direct damages and shall not exceed with respect to liabilities related to the Services the service fees paid by the Employer over the life of the Agreement.

## **7. ISSUE ARBITRATION**

In the event of any issues or disputes, both parties agree to communicate in a written form allowing the other party 10 business days to respond. If resolution is not reached within 30 days, Employer agrees that a claim can be submitted to binding arbitration pursuant to the Commercial Arbitration rules of the American Arbitration Association and that any such arbitration proceeding and hearing will take place in Minneapolis, Minnesota. To the extent not preempted by any federal law, Minnesota statutory law (including without limitation the statutes governing the award of damages in arbitration) and Minnesota common law will govern. Employer expressly waives any rights to conduct litigation or arbitration in any other forum.

Arbitration is final and binding on all parties. Arbitration fees shall be paid equally by each party. Parties shall mutually agree upon an arbitrator, and in the event a mutually agreeable arbitrator cannot be agreed to, each party shall choose an arbitrator and a third arbitrator shall be chosen by the arbitrators selected by the parties to the dispute.

## **8. ENTIRE AGREEMENT**

This Agreement, Sub-Agreements, and Service Fee Schedule(s) mentioned hereunder shall constitute the entire Agreement and terms between Goldleaf and the Employer and shall supersede all prior agreements or understanding between Goldleaf and the Employer. If any term of this Agreement is found to be illegal, invalid, or unenforceable in whole or in part for any reason, the offending term or provision shall be removed and replaced with applicable language that is legal, valid, and/or enforceable. The illegal, invalid, or unenforceable term or provision shall not render invalid any other portion of this Agreement. Failure by Employer or Goldleaf to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to written amendment.

## **9. TERMINATION**

This Agreement may be terminated by either party upon thirty (30) days written notice, at any time, for any or no reason. If no notice of termination is received, the Agreement shall continue under the original provisions. The Agreement may be terminated:

- a) By either party in the event of a material breach of this Agreement by the other party;
- b) By either party immediately upon written notice in the event that the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign;
- c) Immediately and all services under this Agreement shall cease if any fees are more than 120 days past due without further notice to the Employer.

Goldleaf or Employer shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.



**10. NOTICES AND COMMUNICATIONS**

All notices provided for herein shall be sent by either (1) confirmed facsimile, (2) guaranteed overnight mail, with tracing capability, (3) first class United States mail, with postage prepaid, addressed to the other party at their respective addresses set forth below or such other addresses as either party may designate in writing to the other from time to time for such purposes, or (4) electronic notification by email by providing an electronic email address which is suitable for electronic notification.

Employer's address for notices as described above is as detailed on page one of this Agreement.

Goldleaf's address for notices as described above is as detailed on page one of this Agreement.



## **COBRA ADMINISTRATION SERVICES SUB-AGREEMENT**

This Sub-Agreement, and all applicable COBRA Service Fee Schedules and Appendices as attached, between Universal Retirement Solutions, Inc., dba/Goldleaf Partners ("Goldleaf") and ("Employer") details the COBRA administration services Goldleaf shall provide. This Sub-Agreement is part of the primary Service Agreement ("Agreement") between Employer and Goldleaf, and is in addition to and independent of any other Sub-Agreement that the Employer may have or will enter into with Goldleaf.

The Employer understands that the engagement of Goldleaf Partners is not intended to relieve the Employer of their responsibilities under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Internal Revenue Code of 1986, as amended ("Code"), The Consolidated Omnibus Budget Reconciliation Act of 1986, as amended (COBRA), and regulations thereunder. The Employer also understands that Goldleaf has no discretionary authority under this Sub-Agreement regarding COBRA continuation coverage requirements, and this Sub-Agreement exclusively details all services Goldleaf provides to the Employer.

Goldleaf is considered a "business associate" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") with regard to the Benefit Plan(s) and, accordingly, there is a separate agreement between the Benefit Plan(s) and Goldleaf (as business associate) to document compliance with HIPAA's privacy, security, and electronic data interchange (EDI) requirements ("Business Associate Agreement").

### **1. SERVICES**

The Employer has engaged Goldleaf to assist the Employer in fulfilling its duties under the Consolidated Omnibus Budget Reconciliation Act (COBRA) regarding group health care continuation coverage. Employer gives Goldleaf the authority to act on behalf of Employer in connection with COBRA, but only as expressly stated in this Sub-Agreement or as mutually agreed in writing by Employer and Goldleaf. Goldleaf will process all transactions in accordance with the National Automated Clearing House Association's (NACHA) Operating Rules and Guidelines, as amended from time to time, and the laws of the United States of America, including the Uniform Commercial Code (UCC) 4A. Goldleaf is only authorized to process ACH transactions using the Prearranged Payment & Deposit (PPD) or Corporate Credit or Debit (CCD) Standard Entry Class (SEC) codes. The Employer agrees to be bound by these regulations, and Goldleaf holds the right to terminate or suspend the Agreement for breach of these rules.

Within ten (10) business days after Goldleaf is notified of a qualifying event described in paragraph 2.2 of this agreement, Goldleaf will send, by first class mail, a letter notifying the appropriate qualified beneficiary(ies) of their right to COBRA continuation coverage and an Election Form specifying the group health plans(s) and the cost of coverage thereof to such qualified beneficiaries.

Within ten (10) business days after Goldleaf receives a properly completed and signed election form for COBRA continuation coverage from the qualified beneficiary, Goldleaf will send an enrollment confirmation notice with payment instructions by first class mail to such qualified beneficiaries, provided the election form was returned to Goldleaf by the qualified beneficiary within sixty (60) days of the date the election form was mailed to the qualified beneficiary.

If Goldleaf receives an election form for COBRA continuation coverage after such sixty (60) day period has expired, Goldleaf will notify the Employer.

Within ten (10) business days after Goldleaf receives written or electronic notice from Employer of the names and addresses of COBRA participants entitled to extend the period of COBRA continuation coverage due to a second qualifying event, Goldleaf will send by first class mail, a letter notifying the appropriate qualified beneficiary(ies) of their right to extend such COBRA continuation coverage and an Election Form specifying the group health plans and the cost of coverage thereof.

Within ten (10) business days after Goldleaf receives the information described in paragraph 2.3 of this Sub-Agreement from Employer, Goldleaf will send by first class mail, a letter notifying the totally disabled qualified beneficiary of his or her right to extend the maximum period of continuation coverage to twenty-nine (29) months.



Goldleaf will notify COBRA participants of the date of termination of their COBRA continuation coverage, by first class mail within ten (10) business days following the date Goldleaf learns of one or more of the following reasons for termination of such coverage:

- a) failure of the COBRA participant to timely pay the correct premium for COBRA continuation coverage;
- b) coverage of the COBRA participant under another group health plan, if such plan does not contain any exclusions or limitations with respect to any preexisting condition of the COBRA participant;
- c) entitlement of the COBRA participant to Medicare;
- d) expiration of the maximum period for COBRA continuation coverage; or
- e) employer ceasing to provide any group health plan to any of its employees and all of its commonly controlled trades or businesses, within the meaning of Code Section 414.

Goldleaf will receive payments of 102% of the premium charge for COBRA continuation coverage from COBRA participants who have made a valid election of COBRA continuation coverage, and will remit 100% of the premium payment to Employer monthly. Goldleaf will retain the additional 2% of the payment, as part of its compensation for services provided under this Service Agreement.

Goldleaf can receive payments of up to 150% of the premium charge for COBRA continuation coverage from COBRA participants who have made a valid election of COBRA continuation coverage and have satisfied the requirements for the COBRA total disability extension. Goldleaf will retain 2% of any additional premium charged to participants, and remit the remainder of the payment to Employer.

Within ten (10) business days after receipt of a written or electronic notice from Employer that the premium amount for COBRA continuation coverage is changing, Goldleaf will notify the affected COBRA participants, by first class mail, of the amount and effective date of the change in premium amount.

Goldleaf will provide Employer with internet online access to electronic summary reports, including: qualified beneficiaries who elected COBRA and are in the initial forty-five (45) day grace period; qualified beneficiaries who elected COBRA and paid the required premium; and the total amount COBRA premiums received by Goldleaf in the previous month.

## **2. EMPLOYER RESPONSIBILITIES**

The Employer will provide Goldleaf all requested information, at the time and in the manner prescribed by Goldleaf, to enable Goldleaf to perform its services. The Employer is responsible for the accuracy, timeliness and completeness of the information and Goldleaf will rely on such information. The Employer understands and agrees that:

- a) Goldleaf will not be responsible for any errors, delays, or additional costs resulting from the receipt of inaccurate, incomplete, or untimely information from the Employer, and
- b) Goldleaf will assess additional fees for correcting tasks which utilized inaccurate or incomplete information received from the Employer.

**2.1 Reports.** The Employer will review all data and reports provided by Goldleaf and will provide prompt written notice to Goldleaf of any claimed error or inaccuracy in any such data or report. If Goldleaf does not receive written notice of a claimed error or inaccuracy within thirty (30) days after the data or report is provided to the Employer, the data or report will be conclusively presumed accurate and complete, and Goldleaf thereafter will not be subject to any liability to any person for any error or inaccuracy in such data or report.

**2.2 Notices of Qualifying Events.** The Employer will notify Goldleaf that a qualifying event (as defined in Code Section 4980B(f)(3)) has occurred within thirty (30) days of occurrence, and shall specify the information required by Goldleaf, including, but not limited to, the date and type of qualifying event, the names, addresses, social security numbers and birth dates of all qualified beneficiaries (within the meaning of Code Section 4980B(g)), and their relationship to each other and to the covered employee, the specific group health plans(s) and combinations of such plans under which the qualified beneficiaries are entitled to COBRA continuation coverage (including flexible spending account participation, and the level of that participation) and the monthly premiums for COBRA continuation coverage applicable to the qualified beneficiaries.



**2.3 Notice of Totally Disabled Qualified Beneficiary.** Within ten (10) business days after receiving notice of the total disability of a qualified beneficiary, as described in Code Section 4980B(f)(2)(B)(i), Employer will provide Goldleaf a copy of the letter from the Social Security Administration determining the qualified beneficiary's total disability. This letter serves as the Employer's certification that the qualified beneficiary may be entitled to receive up to twenty-nine (29) months of COBRA continuation coverage.

The Employer is responsible for providing Goldleaf with at least thirty (30) days advance written notice of an increase in the premium amount for COBRA continuation coverage.

The Employer is responsible for providing any required notification to a qualified beneficiary of his or her option of enrolling in a conversion health plan, if this option is available under Employer's group health plan.

### **3. MISCELLANEOUS PROVISIONS AND DISCLOSURES**

**3.1 Audits.** Each party shall be authorized to perform audits of the records of payment to all Participants and other data specifically related to performance of the parties under this Agreement and the NACHA Operating Rules and Guidelines upon reasonable prior written notice to the other. Audits shall be performed during normal working hours. Audits may be performed by an agent of either party provided such agent signs an acceptable confidentiality agreement. Each party agrees to provide reasonable assistance and information to the auditors. Employer acknowledges and agrees that if it requests an audit, it shall reimburse Goldleaf for Goldleaf's expenses, including copying and consulting time, in assisting Employer to perform the audit. Each party also agrees to provide such additional information and reports as the other party shall reasonably request.

**3.2 Notices and Communications.** Employer agrees that Goldleaf may communicate confidential, protected, privileged or otherwise sensitive information to Employer through a named contact designated by Employer ("Named Contact") and specifically agrees to indemnify Goldleaf and hold it harmless: (1) for any such communications directed to Employer through the Named Contact attempted via telefax, mail, telephone, e-mail or any other media, acknowledging the possibility that such communications may be inadvertently misrouted or intercepted; and (2) from any claim for the improper use or disclosure of any PHI by Goldleaf if such information is used or disclosed in a manner consistent with its duties and responsibilities hereunder or under the Business Associate Agreement.

**3.3 Existence of Other Companies.** Other companies owned partially or entirely by, or related to the Employer or its principals may also affect COBRA administration. The Employer is responsible for informing Goldleaf of the existence of such other companies and notifying Goldleaf when there is a change in this information and this is considered information and subject to the same status as outlined in the Information section in the Agreement.

**3.4 Limitations.** The Employer understands and agrees that Goldleaf will not be responsible for receiving or reviewing claims for benefits under the Employer's group health plan(s) or be liable for the payment of any claims for benefits under or in connection with such plans, including, without limitation, where sought as damages in an action against Employer, Goldleaf or otherwise. The Employer agrees to hold Goldleaf harmless (including reasonable attorney's fees and disbursements) and expressly releases all claims against Goldleaf in connection with any claim or cause of action referenced in the preceding sentence, which results from the failure, or alleged failure of Employer (its directors, officers and employees, and any entity related to or performing services on behalf of Employer), to comply with HIPAA, COBRA, ERISA, or other applicable law or the provisions of this Service Agreement.

**3.5 Provisional Payment Disclosure (UCC 4A).** Credit given by Goldleaf to the Employer with respect to an Automated Clearing House credit entry is provisional until Goldleaf receive final settlement for such entry through a Federal Reserve Bank. If Goldleaf does not receive such final settlement, the Employer is hereby notified and agrees that Goldleaf is entitled to a refund of the amount credited to the Employer in connection with such entry, and the party making payment to the Employer via such entry (i.e., the Originator of the entry) shall not be deemed to have paid the Employer the amount of such entry.



**3.6 Choice of Law Disclosure (UCC 4A).** Goldleaf may accept on Employer's behalf payments to Employer's bank account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act and Employer's rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Minnesota, unless it has been otherwise specified in a separate agreement that the law of some other state shall govern.

**3.7 Notice of Receipt Disclosure.** Under the Operating Rules of NACHA, which are applicable to ACH transactions involving Employer's bank account, Goldleaf is not required to give next day notice to the Employer of receipt of an ACH item and Goldleaf will not do so. However, Goldleaf will continue to notify the Employer of the receipt of payments in the periodic statements we provide to you.



**COBRA ADMINISTRATION SERVICES FEE SCHEDULE**

**COBRA SPECIFICATIONS**

Description	Service Fee
<b>Installation Fee</b> Set-up of customized COBRA administration portal	\$295
<b>Transfer of Current COBRA Enrollments</b> Notified and enrolled Qualified Beneficiaries	\$20/participant
<b>Monthly Fee per Enrolled Participant</b> Flat monthly administration fee	\$60/month
<b>Qualifying Event Notification</b>	\$8/notice
<b>Open Enrollment Support</b> Postage and printing charges may apply	Included

Included Services
<ul style="list-style-type: none"> <li>• Processing of qualifying event notifications and elections</li> <li>• Premium billing and collection; remittance to employer</li> <li>• Proof of elections, payment dates and late submissions</li> <li>• Toll-free customer service for employer and qualified beneficiaries</li> </ul> <p><i>Goldleaf retains the additional 2% above actual premium cost paid by the continuant.</i></p>

Optional Services	
<b>Notices required by the DOL and IRS can either be processed by the Employer or for a fee by Goldleaf Partners</b>	
<b>General COBRA Notice (Initial Enrollment Notification)</b> <input type="checkbox"/> Employer will be responsible to process notice <input type="checkbox"/> Goldleaf Partners will process notice	\$5/notice
<b>Notice of Unavailability of COBRA Coverage</b> <input type="checkbox"/> Employer will be responsible to process notice <input type="checkbox"/> Goldleaf Partners will process notice	\$5/notice



## BUSINESS ASSOCIATE AGREEMENT

This Agreement is made by and between Universal Retirement Solutions, Inc. dba Goldleaf Partners ("Business Associate") and the plan specified below ("Covered Entity"), effective as of the date specified below.

1. Business Associate has agreed to provide certain administrative services for Covered Entity, including the processing of claims for reimbursement of health care expenses.
2. Covered Entity has certain obligations and responsibilities to ensure that protected health information is kept confidential, as required by the HIPAA Rules.

THEREFORE, Business Associate and Covered Entity hereby enter into this Agreement.

### 1. DEFINITIONS

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### Other Specific definitions:

Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103.

Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Covered Entity].

HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

### 2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as required by Law.
- b) Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the protected health information other than as provided for by this Agreement.
- c) Business Associate agrees to report to Covered Entity any use or disclosure of the protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR.410, and the security incident of which it becomes aware.
- d) Business Associate agrees to, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information. Within 10 business days of receipt of the request, Business Associate agrees to provide access to protected health information in a designated record set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- e) Within 10 business days of receipt of the request, Business Associate agrees to make any amendment(s) to protected health information in a designated record set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity.
- f) Within 10 business days of receipt of the request (or the time period designated by the Secretary), Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected health information, relating to the use and disclosure of protected health information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- g) Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- h) Within 10 business days of receipt of the request, Business Associate agrees to provide to Covered Entity or an Individual, disclosure information collected, to permit Covered Entity to respond to a request by an



Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

Except as otherwise limited in this Agreement, Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the administrative services agreement, provided that such use or disclosure would not violate the HIPAA Rules and are done by Covered Entity or consistent with the Covered Entity's minimum necessary policies and procedures.

Business Associate may use or disclose protected health information as required by law.

### **4. OBLIGATIONS OF COVERED ENTITY**

- a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.
- b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information.
- c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of protected health information.

### **5. PERMISSIBLE REQUESTS BY COVERED ENTITY**

Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

### **6. TERM AND TERMINATION**

The Term of this Agreement shall be effective as of the effective date specified below, and shall terminate when all of the protected health information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy protected health information, protections are extended to such information, in accordance with the termination provisions in this Section.

Except as provided below, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If the return or destruction of protected health information is infeasible, Business Associate shall extend the protections of this Agreement to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such protected health information.

### **7. MISCELLANEOUS**

- a) A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- b) The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c) The respective rights and obligations of Business Associate under Section of this Agreement shall survive the termination of this Agreement.
- d) Nothing in this Agreement shall be construed to create any third party beneficiary rights in any person, including any participant or beneficiary of Covered Entity.

### **8. SECURITY STANDARDS FOR THE PROTECTION OF ELECTRONIC PROTECTED HEALTH INFORMATION**



Business Associate agrees to comply with the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Sections 160 and 164 (the Security Rules). In particular, Business Associate shall:

- a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information (ePHI) that it creates, receives, maintains or transmits on behalf of Covered Entity, as required by the Security Rules.
- b) Ensure that any agent, including a subcontractor to whom it provides ePHI agrees to implement reasonable and appropriate safeguards to protect it; and
- c) Report to Covered Entity any security incident involving EPHI of which it becomes aware.

Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

**9. SIGNATURES**

The fees and terms contained herein, including corresponding Service Agreement, all applicable Sub-Agreements, and Fee Schedules shall be effective on the date signed by Employer below. Employer verifies the plan specifications and number of participants stated in the agreement and acknowledges that fee estimates are based on these specifications. Employer acknowledges that actual fees may vary if specifications change.

**Town of Gila Bend**

**Goldleaf Partners**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Beverly Turner  
\_\_\_\_\_  
Name of Individual

Wendy Hyre  
\_\_\_\_\_  
Name of Individual

\_\_\_\_\_  
Title

Chief Administrative Officer  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**THE TOWN OF GILA BEND  
FACILITY USE AGREEMENT**

It is the Town of Gila Bend's desire that all patrons who periodically use the town's building, room, land, auditorium, park, horse arena, baseball stadium, field, area, airport or other town's property are able to enjoy facility usage. This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, Renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

**1. FACILITY INFORMATION**

Name of: **Facility Gila Bend Airport**

Address/Area/Location of Facility: **1500 Arizona 85, Gila Bend, AZ 85337**

**2. RENTER INFORMATION**

Contact name: **Tony Lopez (Omega Motor Sports)**

Tel.: Home: **661.301.4688**

Organization: **Omega Motor Sports**

Address, City, State, Zip: **8633 Tucana Ave Bakersfield CA. 93306**

**3. EVENT INFORMATION**

Description of event: **Car Racing Event**

Date of event: **December 17 2016**

Estimated attendance **500+**

Maximum attendance **2,500**

Time event begins (incl. set up) **6 a.m.**      Time event ends (incl. clean up) **6 p.m.**

Open to the public?      **Yes**    **No**      Will minors be present?      **Yes**    **No**

Admission fee charged?      **Yes**    **No**      Will there be music?      **Yes**    **No**



Type of music \_\_\_\_\_ **NA** \_\_\_\_\_

Will food be served?      **Yes**    **No**      Will food be sold?                      **Yes**    **No**

Will alcohol be served?    **Yes**    **No**      Will alcohol be sold?                      **Yes**    **No**

**4. CONDITIONS OF USE**

**A. RESERVATIONS**

1. Renters desirous of a Facility should make reservations well in advance of the intended date of use because demand for facilities is high and dates fill quickly.
2. A Facility is not considered rented until (1) Renter delivers to The Town of Gila Bend the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the town; and (2) the Town of Gila Bend, in its sole discretion, approves such rental in writing.
3. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this agreement and have a use permit from the county or state.
4. Renter shall provide the Town of Gila Bend Manager or his/her designee with a single contact who is to serve as the representative for Renter's activities.
5. Renter shall be responsible for securing all required permits and licenses.
6. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
7. Renter shall not use the Town of Gila Bend's name to suggest endorsement or sponsorship of the event without prior written approval of the Town of Gila Bend's Manager or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
8. Renter shall permit any the Town of Gila Bend officers, employees, or agents to visit the event described in this agreement.
9. Renter shall be responsible for picking up the keys to the Facility, if any, from the Town of Gila Bend prior to the event. Renter shall return keys immediately following the event to the Town of Gila Bend.
10. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted.



Renter is an independent contractor and not the agent or employee of the Town of Gila Bend.

**B. FEES**

1. The Town of Gila Bend may require a rental fee and/or a deposit from Renter.
2. Any person or agency holding a reservation for the use of the Town of Gila Bend facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the Facility.
3. The Town of Gila Bend may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.
4. Renter is responsible for any lost keys, and any costs that the Town of Gila Bend might incur to replace and/or re-key the Facility.
5. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by the Town of Gila Bend as a result of same and these fees shall be billed to Renter.
6. Any TOGB heavy equipment, including but not limited to, the Town Water Truck shall be reimbursed pursuant to the adopted Town fee schedule.
7. Any attendance which generates more than 2500 patrons for any event requiring TOGB fire services will require two sets of fire crews present.

**C. INDEMNIFICATION AND INSURANCE**

1. Renter shall indemnify, defend, and hold harmless the Town of Gila Bend, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the Town of Gila Bend, its officers, employees, or agents.
2. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Town of Gila Bend's facilities and adjoining property in the amount of **\$2,000,000 (two million dollars) per occurrence and \$3,000,000 (three million dollar) aggregate**. Such insurance shall be endorsed by the issuing **Insurance Company and** name the Town of Gila Bend, its officers, employees,



and agents as additional insureds prior to the rental date of the Facility. Renter shall file certificates of such insurance with the Town of Gila Bend, which shall be endorsed to provide thirty (30) days' notice to the Town of Gila Bend of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the Town of Gila Bend may deny access to the Facility.

3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Town of Gila Bend's facilities and adjoining property to the Town of Gila Bend Manager or his/her designee, in writing and as soon as practicable.
4. Renter waives any right of recovery against the Town of Gila Bend, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the Town of Gila Bend, its officers, employees, or agents.
5. Renter waives any right of recovery against the Town of Gila Bend, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the Town of Gila Bend, its officers, employees, or agents seek recovery against Renter.

**D. SECURITY**

1. The Town of Gila Bend, at its sole discretion, may require a certain number of security officers for the event. Renter shall be responsible for procuring and paying for security officers through the Town of Gila Bend or a private security agency.
2. Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The Town of Gila Bend is not responsible for providing this supervision. However, the Town of Gila Bend may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

**E. SET UP / CLEAN UP / DECORATIONS**

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.



2. Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
4. Renter shall be responsible for all cleanup of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
5. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the Town of Gila Bend Manager or his/her designee.
6. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by the Town of Gila Bend as a result.

### **F. EQUIPMENT / ACCESSORIES**

1. Renter shall not remove, relocate, or take the Town of Gila Bend property outside of the Facility for any reason without the prior written approval of the Town of Gila Bend Manager or his/her designee.
2. Renter shall not use [Town/City/Agency] equipment, tools, or furnishings located in or about the Facility without the prior written approval of the Town of Gila Bend Manager or his/her designee.
3. Renter shall not drive motorized vehicles on field or green space.
4. The Town of Gila Bend does not provide audio/visual systems, public address systems, spotlights, floodlights, or projectors. Renter, at its own cost, may bring these systems into the Facility for their use.
5. Renter shall secure the approval of the Town of Gila Bend before using audio/visual systems, public address systems, and live or recorded amplified music. Renter shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the Town of Gila Bend Manager or his/her designee.



**G. MISCELLANEOUS**

1. Renter shall comply with all local, state, and federal laws and regulations related to the use of the Facility.
2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
3. Gambling of any kind is not permitted at the Facility
4. Smoking is not permitted inside any town facilities.
5. No animals are permitted at the Facility, with the exception of guide dogs.
6. If Renter violates any part of this agreement or reports false information to the Town of Gila Bend, the town may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.
7. The Town of Gila Bend may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
8. Any person aggrieved by the Town of Gila Bend's decision with respect to this agreement may appeal to the Town of Gila Bend Manager or his/her designee in writing no later than five (5) days after the Town of Gila Bend's decision has been communicated to the aggrieved party.
9. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**IMPORTANT – READ BEFORE SIGNING**

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and addendum and agree to all of the aforementioned rules, regulations, and conditions of use herein.

Signature  \_\_\_\_\_

Print name  Tony Lopez

Organization  Omegamotorsport

Address \_\_\_\_\_

Telephone: Home  661.301.4688  Work \_\_\_\_\_



Office of the Town Manager

The Town of Gila Bend USE ONLY

Insurance Endorsement \_\_\_\_\_

Deposit

Daily Fees charged	Daily Amount	Number of days	Total due
Gila Bend Fire Dept. Fee – up to 2500 in attendance (Single rescue unit)	\$2000	1	\$2,000
Gila Bend Fire Dept. Fee – more than 2500 in attendance (Secondary rescue unit)	\$4000	NA	NA
Ambulance Service – contracted with Buckeye Valley (pay them direct)	\$1,000 Est	1	\$1,000
Gila Bend Airport Facility Rental fee	\$2000	1	\$2,000
Runway sweeping post event and cleanup	\$300		\$300
Water Truck	\$75 Per hour	2 Hours Total 2 hours per day	\$150
Maintenance Work	\$170	1	\$170
Town fees total Town of Buckeye contract (SEPARATE Ambulance)			\$4,620 \$1,000

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Date \_\_\_\_\_

Date

By \_\_\_\_\_

\_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME:		FAX (A/C, No):
	PHONE (A/C, No, Ext):	1-800-237-3355	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: T.H.E. Insurance Company		12866
INSURED Omega Motorsports 3501 Mall View Rd #115-358 Bakersfield CA 93306	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CPP01005335-00	03/10/2016	03/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ N/A PRODUCTS - COMP/OP AGG \$ 1,000,000 Errors & Omissions \$ 50,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Date(s): 12/17/2016  
 Event Location: Gila Bend Municipal Airfield  
 Event: Airport Drag  
 Additional Insured: Town of Gila Bend; Gila Bend Municipal Airfield, as additional insureds with respects to the negligence of the named insured only, pertaining to the general liability.

NO PARTICIPANT ACCIDENT

**CERTIFICATE HOLDER****CANCELLATION**

Gila Bend Municipal Airport  
 15000 AZ-85  
 Gila Bend AZ 85337

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Finance Department

### STAFF REPORT

**TO:** Mayor Sikes and Town Council  
**FROM:** Stacey Young, Finance Director  
**SUBJECT:** RFP for IT Services  
**DATE:** 12/8/2016

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**Agenda Item:**

**Award Request for Proposal for IT Service** The Mayor and Town Council shall discuss and possibly take action to grant the Request for Proposal for IT Services or reject all proposals and wave bidding requirements and award vendor listed on the State of Arizona Procurement System.

**Background:**

Staff put out on the market a Request for Proposal (RFP) for IT Services. We received four Requests for Proposals, with the breakdown for monthly services illustrated below.

Company Name	Location	Monthly Cost
Decision Consultants	Phoenix AZ	\$ 2123.00 & 125.00/hr for onsite
Executect	South Jordan, Utah	\$ 2322.58 & ½ price of normal rate onsite
InTegriLogic Corp	Tucson, AZ	\$ 3045.00 or 3505 for 4hrs onsite
MAI	Dulles, Virginia	\$ 5000.00 flat rate

Staff also contacted Mr. Gregory Fredman, the owner of AireBeam, Gila Bend's internet provider, and asked him if knew of an IT Agency. Mr. Fredman highly recommended FINCOMM Systems located in Gilbert, Arizona. Unfortunately, staff did not contact FINCOMM in time for them to participate in this RFP. FINCOMM did however send a representative down to physically inspect our IT equipment and has provided the Town a consulting agreement for IT service (this agreement is included)

Normally FINCOMM and their agreement would not be considered for this service. However, FINCOMM is a registered vendor on the State of Arizona Procurement System, and as per the Town Procurement Code could be considered for this request. FINCOMM's monthly cost for IT Service (for the same requirements written in the RFP) is \$ 1200.00 with \$ 135/hr. for onsite work.

**Recommendation:**

Staff would like to recommend to the Mayor and Town Council to reject all proposals and wave bidding requirements and award FINCOMM, a registered vendor of the State of Arizona Procurement System, to become the new IT service provider for the Town of Gila Bend.

## CONSULTING AGREEMENT

This Consulting Agreement (the "Agreement") is made this 26th day of October, 2016, between FINCOMM SYSTEMS, INC., of 1535 W. Harvard Avenue, Suite #101, Gilbert, AZ 85233 ("Consultant"), and Town of Gila Bend ("Customer").

### RECITALS

A. Customer conducts business at headquartered in the Town of Gila Bend and requires services offered by Consultant.

B. Consultant is engaged in the business of network technology consulting, including design, implementation, and maintenance.

C. Consultant agrees to provide certain services to Customer according to the terms and conditions of this Agreement. Such services shall be performed at Customer's above designated place of business.

*In consideration of the mutual promises set forth in this Agreement, Consultant and Customer agree as follows:*

**1. DESCRIPTION OF WORK.** Remote support, and management, On-site support and management (see covered services for detailed list), Firewall as a Service (FaaS).

**2. PAYMENT.**

a. Customer shall pay for the services and materials provided by Consultant in accordance with the terms as set forth in attached Exhibit A.

b. Rates quoted on a time and material basis and the terms of Exhibit A are subject to change at any time following thirty (30) days' written notice by Consultant.

c. Customer shall reimburse Consultant for disbursements such as travel expenses, telephone calls, supplies, transportation, and secretarial and messenger services, where Customer has provided prior authorization or where reasonably incurred by Consultant as the result of an error or omission by Customer, and for additional reasonable expenses incurred by Consultant in making changes requested by Customer in the services to be performed in any project description order. Customer shall reimburse Consultant's reasonable expenses for materials used in any project description order or the services provided under this Agreement.

d. Invoices covering services performed, materials supplied, and charges incurred by Consultant will be issued on a monthly basis and are payable within thirty (30) days of the invoice date. Invoices not paid on a timely basis shall accrue interest at the rate of twelve percent (18%) per annum from the due date until paid.

**3. CONSULTANT'S PERSONNEL.**

a. The personnel assigned by Consultant to perform the services described in any services or project description order hereunder will be qualified to perform the assigned duties. Consultant reserves the right to determine which of its personnel shall be assigned to any particular project and to replace or reassign such personnel during a project.

b. Consultant assumes responsibility for its personnel providing services hereunder and will make all deductions required of employers by state, federal, and local laws, including deductions for social security and withholding taxes, and contributions for unemployment compensation funds, and shall maintain worker's compensation and liability insurance for each of them.

**4. SOLICITATION OF EMPLOYEES BY CUSTOMER.** Customer shall not, during the term of this Agreement nor a period of one (1) year after its termination, solicit for employment or employ, whether as employee or independent contractor, any person who is or has been employed by Consultant during the term of this Agreement, without the prior written consent of Consultant.

**5. RELATIONSHIP OF PARTIES.**

a. The parties intend that an independent contractor-employer relationship be created by this Agreement. The conduct and control of the work will lie solely with Consultant. However, Consultant shall perform such work in accordance with current approved methods and procedures for network technology consulting and related services. Consultant shall be free to contract similar services to be performed for other customers and clients while under contract with Customer.

b. Consultant is not to be considered an agent or employee of Customer for any purpose and will not be entitled to any of the benefits Customer provides for its employees.

**6. DATA SAFEGUARDS.** All written information, submitted by Customer to Consultant in connection with services performed by Consultant under this Agreement, which is identified as proprietary information, will be safeguarded by Consultant to at least the same extent as Consultant safeguards like information relating to its own business. If such data is publicly available, is already in Consultant's possession or known to it, or is rightfully obtained by Consultant from third parties, Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

**7. PROPERTY RIGHTS.** A complete set of all documentation developed by Consultant pursuant to the services performed hereunder shall be made available to Customer on completion or termination of each project description order, and shall become the sole property of the Customer. Consultant reserves the right, however, to use thereafter any ideas and techniques as may be developed during the course of the services provided.

## **8. DURATION.**

a. The initial term of this Agreement shall commence on January 1, 2007, and shall continue in full force and effect unless terminated by mutual agreement or by either party for cause by the giving of written notice.

b. Notwithstanding the forgoing to the contrary, either party may terminate this Agreement without cause upon thirty (90) days prior written notice.

c. In the event of termination, Customer shall pay for all services performed and disbursements made by Consultant to the effective date of termination.

## **9. LIABILITY OF CONSULTANT.**

a. Consultant shall not be liable for any damages caused by delay in rendering performance hereunder arising from any cause beyond the reasonable control of Consultant, or as a result of strikes, or work stoppage.

b. Consultant shall not be liable for breach of warranty, express or implied, including without limitation any warranties of merchantability or fitness.

c. Consultant shall not be liable for negligence in respect to any performance by Consultant pursuant to this Agreement. Consultant shall not be liable for malfunctions, including but not limited to, Customer's server crashes and/or server malfunctions beyond the reasonable control of Consultant. Consultant shall in no event be liable for any incidental, special or consequential damages, unless otherwise expressly agreed to in writing.

d. In no event shall Consultant's liability for any services performed hereunder exceed the amount of money paid by Customer to Consultant under the project description order or invoice covering such services. Services performed under any project description order or invoice shall be considered to have been accepted by Customer unless written proof of claim is made to Consultant no later than thirty (30) days after the last day such services were performed by Consultant.

## **10. TERMS TO BE EXCLUSIVE.**

a. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement. In the event Customer issues a purchase order, memorandum, specifications or other instrument covering the services provided for in this Agreement, such purchase order, memorandum, specifications, or instrument is for Customer's internal purposes only and any and all terms and conditions contained therein, whether printed or written, shall be of no force or effect.

b. Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties hereto solely and not for the benefit of any other person, persons or legal entities.

**11. WAIVER OR MODIFICATION OF TERMS.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of Consultant.

**12. CONFIDENTIALITY.**

a. Customer shall not disclose to any individual or entity any confidential, proprietary information of Consultant. Customer agrees to keep confidential all terms of this Agreement and all documents, communications, and references made pursuant to this Agreement unless Consultant gives informed consent confirmed in writing.

b. Customer's disclosure in violation of paragraph (a) above shall be a breach of this Agreement and give Consultant the right to immediately cancel this Agreement and collect damages or obtain other legal or equitable relief.

**13. ASSIGNMENT.** This Agreement may not be assigned by one party without the consent of the other party.

**14. WRITTEN NOTICE.** Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may hereafter be specified by notice in writing.

**15. ATTORNEY'S FEES.** In the event of a breach by any party, the prevailing party in any such dispute shall be entitled to reimbursement of reasonable attorney's fees, court costs and other necessary expenses, including those not otherwise authorized by statute, including, but not limited to, the costs of expert witnesses, transportation, lodging, and meal costs of the parties and witnesses, costs of transcript preparation, and other reasonable and necessary direct and incidental costs of such dispute.

**16. GOVERNING LAW.** The interpretation and performance of this Agreement shall be governed by the internal substantive laws of the State of Arizona.

**17. VENUE AND JURISDICTION.** The sole and exclusive venue and jurisdiction for resolving any controversy, dispute, or claim between or involving the parties to this Agreement shall be a court of competent jurisdiction located in the State of Arizona and Maricopa County.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers or representatives, have each executed this Agreement, effective as of the date first above written.

FINCOMM SYSTEMS, INC.,  
an Arizona corporation

Town of Gila Bend

\_\_\_\_\_  
By: Bryan Colby, President

\_\_\_\_\_  
By:

**EXHIBIT A**

**2016 SERVICE RATES**

**Effective October 26, 2016**

	Rate
Monthly rate for remote support and management services	\$1000/month
On-Site (1 hour on-site minimum plus travel) M-F 8am-5PM	\$135/hr
On-Site (2 hour on-site minimum plus travel) after hours, Holiday and weekends	\$195/hr
Firewall as a Service (FaaS) per device	\$100/month
Network infrastructure analysis (one-time fee)	\$1500

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## **Covered Services**

1. Remote Support and Management
  - a. Asset inventory
    - i. Network equipment owned by client
    - ii. Computer equipment owned by client
    - iii. Servers owned by client
    - iv. Software owned by client
  - b. Virus protection
  - c. Remote Patching of network equipment
  - d. Backup Management (may be additional charge for off-site backup storage of data)
  - e. User management
  - f. Helpdesk
  - g. Remote network monitoring
  - h. Remote server monitoring
2. On-site Support ( any support item which cannot be done remotely)
3. Firewall as a Service (FaaS)
  - a. Use of Palo Alto Networks firewall with advanced features for network security.
  - b. Firmware updates
  - c. Threat protections updates
  - d. Configuration management

## **Additional Maintenance**

1. Minimum of one onsite visit per month for physical inspection of equipment and problem solving as needed.
  - a. Does not include cost of new equipment or materials
  - b. Will be billed at regular hourly rate