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

REGULAR MEETING - TUESDAY, MAY 27, 2014 - 10:00 A.M.

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

2. **PRESENTATIONS:**

A.	Information/Discussion: Update of legislative activity in Washington, D.C. by Patricia Power of Bose Public Affairs Group.	Presented
B.	Presentation of the 2014 Gila County Spelling Bee Winner, Kendra Martinez of High Desert Middle School. **(Linda O'Dell)**	Presented
C.	Presentation of a Certificate of Appreciation by Town of Miami Manager Jerry Barnes in recognition of the Board of Supervisors' support of the Town of Miami's Cobre Valley Community Transit Program.	Presented
D.	Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and 2014-2015 fiscal year budget request to be considered for approval during Gila County's regular budget process. **(Jim Sprinkle)**	Presented

3. **REGULAR AGENDA ITEMS:**

A.	**(Motion to adjourn as the Gila County Board of Supervisors and convene as the Pine-Strawberry Water Improvement District Board of Directors.)** Information/Discussion/Action to canvass the election results of the Pine-Strawberry Water Improvement District Special Election held on May 20, 2014, in Gila County, Arizona, and declare the results official. **(Eric Mariscal)** **(Motion to adjourn as the Pine-Strawberry Water Improvement District Board of Directors and reconvene as the Gila County Board of Supervisors.)**	Declared Official
B.	Information/Discussion/Action to canvass the election results of the Pine-Strawberry Water Improvement District Special Election held on May 20, 2014, in Gila County, Arizona and declare the results official. **(Eric Mariscal)**	Declared Official

C.	Information/Discussion/Action to approve an Intergovernmental Agreement between the Young Elementary District and the Gila County Sheriff's Office for a School Resource Officer for a performance period of November 4, 2013, through May 24, 2014. **(Mike Johnson)**	Approved
D.	Information/Discussion/Action to approve the distribution of $1,469,776.59 of Gila County's Secure Rural Schools and Communities Funds (SRSC - 'Forest Fees') for FY2013-14 as follows: $50,000.00 to Roads and $1,419,776.59 to Gila County School Districts. **(Linda O'Dell)**	Approved
E.	Information/Discussion/Action to approve the submission of a grant application by the Gila County Public Works Department for a "Secure Rural Schools and Community Self-Determination Act of 2000", as reauthorized by HR 527 Helium Stewardship Act, Title II - Special Project Grant for fiscal year 2014 funding for a Forest Road 512 Surfacing Project. **(Steve Stratton, Steve Sanders, Jacque Griffin)**	Authorized
F.	Information/Discussion/Action to endorse and support the Mexican Wolf 10(j) Revision Cooperating Agencies Alternative, and submit a letter to the U.S. Fish and Wildlife Service (USFWS) requesting formal National Environmental Policy Act (NEPA) Consistency Review for the Mexican Wolf 10(j) Revision Cooperating Agencies Alternative. **(Jacque Griffin)**	Approved
G.	Information/Discussion/Action to approve Amendment No. 1 to Professional Services Contract No. 042913 between Gila County and Ulibarri-Mason Global HR, LP to allow for the addition of three new tasks to the Classification and Compensation Study scope of work, for an additional cost of $6,000 plus reimbursable travel expenses, for a new total contract amount of $95,000 plus reimbursable travel expenses; and to extend the contract term from May 14, 2014, to November 13, 2014. **(Don McDaniel)**	Approved
H.	Information/Discussion/Action to approve lump-sum performance payments ranging from 3.5% to 1.5% for qualified employees at a cost of approximately $654,000 to the County. **(Linda Eastlick)**	Approved

I.	Information/Discussion to review and provide comments regarding the 2014 Gila County 1/2 Cent Transportation Excise Tax as follows: (1) a time line of events; (2) a draft needs and levy Resolution with the understanding that the Needs and Levy Resolution will be presented at the June 24, 2014 Regular meeting for adoption; (3) a draft Resolution to call for an election in November with the understanding that the call for an election Resolution will be presented at the July 1, 2014 Regular meeting for adoption; (4) the method of distribution of the proceeds to the cities and towns; and (5) a draft suggested resolution of support from the cities and towns. **(Don McDaniel)**	Discussed

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

A.	Approval of an Intergovernmental Agreement (DPS Contract No. 2014-026) between the Arizona Department of Public Safety, Arizona Counter Terrorism Information Center (ACTIC) and the Gila County Sheriff's Office whereby the Sheriff's Office will assign one deputy as the certified Terrorism Liaison Officer to become effective upon the final signatures by both parties and shall remain in effect until such time that either party submits a 30-day written notice to terminate.	Approved
B.	Approval of Contract No. 07012014-15 between the Arizona Community Action Association (ACAA) and the Gila County Community Services Division, Community Action Program (CAP), whereby ACAA will administer funding in the amount of $93,047.12, which will be used to provide weatherization services, utility repair and replacement, utility deposits and bill assistance to eligible citizens residing in Gila County for the period of July 1, 2014, through June 1, 2015.	Approved
C.	Approval of the Chairman's signature on the State of Arizona Surplus Property Authorization and Update for Eligibility Recertification & Records Update form and the Nondiscrimination Assurance form for Gila County authorized signers to purchase State surplus property for Gila County.	Approved

D.	Approval of an Application for Fireworks Display submitted by Fireworks Productions of Arizona sponsored by Freeport-McMoRan Copper & Gold, Inc.-Miami Operations to provide a fireworks display on July 4, 2014, at the Miami Operations mine site of Freeport-McMoRan Copper & Gold, Inc.	Approved
E.	Approval of Amendment No. 1 to Service Agreement No. 040214-2 for Major Rehabilitation Project No. HH#3335 between Gila County and Rodriguez Constructions, Inc. to increase the original contract amount by $4,500 for a total contract amount of $51,283.85 in order to allow for the correction of the structural issues of the residence.	Approved
F.	Acknowledgment of the March 2014 monthly activity report submitted by the Globe Regional Constable's Office.	Acknowledged
G.	Acknowledgment of the April 2014 monthly activity report submitted by the Payson Regional Constable's Office	Acknowledged
H.	Acknowledgment of the April 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.	Acknowledged
I.	Acknowledgment of the April 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.	Acknowledged
J.	Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of April 21, 2014, to April 25, 2014; and April 28, 2014, to May 2, 2014.	Acknowledged
K.	Approval of finance reports/demands/transfers for the weeks of May 13, 2014, May 20, 2014, and May 27, 2014.	Approved

5.	**CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.	No Comments
6.	At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the Chief Administrator may present a brief summary of current events. No action may be taken on issues presented.	Presented

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. SECTION 38-431.03(A)((3)

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

ARF-2314 **Presentation Agenda Item 2. A.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Reporting Period:

Submitted For: Don McDaniel Jr.

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

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Information

Subject

Update of legislative activity in Washington, D.C. by Patricia Power of Bose Public Affairs Group

Suggested Motion

Information/Discussion: Update of legislative activity in Washington, D.C. by Patricia Power of Bose Public Affairs Group.

Attachments

Patty Power's Report for 5/27/14 BOS meeting

BOSE
publicaffairs
group

May 12, 2014

Mr. Don McDaniel
County Manager, on behalf of the
Gila County Board of Supervisors
1400 East Ash Street
Globe, Arizona

Dear Don,

On behalf of Bose Public Affairs Group (Bose) and for our federal government relations services for Gila County, enclosed is the May 2014 invoice reflecting April's monthly retainer and ordinary business expenses. Please note that, in accordance with our contract, Bose bills our monthly retainer for the work completed the month before along with covered expenses accrued the month before.

Tommie Martin returned to Washington in early April for the National Association of Counties (NACo) Rural Action Caucus fly-in. Tommie joined 20 other county officials from rural counties across the country for a series of briefings and meetings with legislative staff and members and executive branch officials to both learn about and inform federal policy and legislative development on issues of greatest concern to rural counties, including transportation, agriculture and rural development, immigration, education, land management and related resource issues, and water. I accompanied Tommie to all of these meetings and covered additional meetings where appropriate (see below).

In addition to our on-going monitoring of issues of interest to Gila County, such as federal budget related to forest and transportation, surface transportation reauthorization, and forest management issues, I provide the following activity update:

- Prepared for and joined Supervisor Martin during her visit to Washington for the NACo's Rural Action Caucus fly-in.
- Attended meetings included: Department of Transportation (DOT) Acting Deputy Secretary Victor Mendez and his staff; Senator John McCain and his staff; Rep. Paul Gosar and his staff; staff for Senator Jeff Flake and Rep. Ann Kirkpatrick; DOT legislative staff; and Department of Agriculture Rural Development and other staff.
- Continued to research new approaches to funding the County's transportation projects, including legislative options.
- Continued to monitor County priorities including forest health and wildfire threats and 4FRI, transportation needs, including ongoing forest road projects

and the Tonto Creek Bridge, PILT and SRS, Endangered Species Act decision impacts, water projects in Payson, and broader issues like immigration.

Please let me know if you have any questions about this month's invoice or report.

And as always, we are honored to serve the citizens of Gila County. Thank you for the opportunity.

Sincerely,

Patty Power

Patricia A. Power
Enclosure

cc: Tommie Martin, District One Supervisor
Mike Pastor, District Two Supervisor
John Marcanti, District Three Supervisor
Jacque Griffith, Deputy County Manager

051166 Gila County, AZ
c/o Gila County Finance Department
ATTN: Accounts Payable
1400 E. Ash Street
Globe, AZ 85501

May 9, 2014
Invoice No.598791
Fed. I.D. 35-2111522

For April Services and Costs in Connection With:

Matter: 051166-0001 Transportation and Wildfire Prevention Funding Projects
P.O. #2013-00000062

Total for Services	$6,500.00
Total Disbursements and Charges	$178.09
Total This Invoice	$6,678.09

051166 Gila County, AZ

May 9, 2014
Invoice No.598791

REMITTANCE COPY

PLEASE SEND WITH CHECK TO:

BOSE PUBLIC AFFAIRS GROUP LLC
111 MONUMENT CIRCLE, SUITE 2700
INDIANAPOLIS, IN 46204

Total Due Invoice 598791 $6,678.09

Please call (317) 684-5400 with any questions. Thank you!

Payment Due Upon Receipt

ARF-2550 **Presentation Agenda Item 2. B.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Submitted For: Linda O'Dell, School Superintendent

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

Department: School Superintendent's Office

Information

Request/Subject

Presentation of the 2014 Gila County Spelling Bee Winner, Kendra Martinez of High Desert Middle School.

Background Information

The 2014 Gila County Spelling Bee was held on Thursday, February 20 at Miami High School. Twenty-four students from Gila County competed in this year's bee, which lasted 10 rounds. This year's winner is Kendra Martinez, an eighth grader at High Desert Middle School. Alyssa Miller, a sixth grader at Payson Community Christian School placed second; Brett Beckham, a seventh grader at Payson's Rim Country Middle School, placed third. Kendra represented Gila County at the Arizona State Spelling Bee on Saturday, March 29 at the Eight/Arizona PBS Studio in Phoenix. This year's Gila County Spelling Bee pronouncers were Mrs. Lynn Haak and Mrs. Claudia Armer. This year's judges were Gila County Treasurer Debi Savage, Gila County Attorney Bradley Beauchamp, and Gila County Clerk of the Court Anita Escobedo.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of the 2014 Gila County Spelling Bee Winner, Kendra Martinez of High Desert Middle School. **(Linda O'Dell)**

1

ARF-2519 **Presentation Agenda Item 2. C.**

Regular BOS Meeting

Meeting Date: 05/27/2014

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Presentation of a Certificate of Appreciation by the Town of Miami for its Cobre Valley Community Transit Program

Background Information

The Town of Miami was recently presented with the 2014 Excellence Award from the Arizona Department of Transportation and the Arizona Transit Association for its small rural transit system known as the Cobre Valley Community Transit Program.

Evaluation

A request was made by the Town of Miami to be placed on an upcoming Board of Supervisors' meeting agenda in order to present a Certificate of Appreciation to the Board.

Conclusion

Town of Miami Manager Jerry Barnes would like to present the Board of Supervisors with a Certificate of Appreciate for the contributions that Gila County has made to the Town's Cobre Valley Community Transit Program.

Recommendation

N/A

Suggested Motion

Presentation of a Certificate of Appreciation by Town of Miami Manager Jerry Barnes in recognition of the Board of Supervisors' support of the Town of Miami's Cobre Valley Community Transit Program.

ARF-2492 **Presentation Agenda Item 2. D.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Submitted For: Marian Sheppard, Clerk, BOS

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

University of Arizona, Gila County Cooperative Extension Office Annual Report and FY 2014-2015 Budget Request

Background Information

Each year Jim Sprinkle, Ph.D., University of Arizona (U of A) Area Extension Agent, Animal Science and Gila County Cooperative Extension Director, presents the Board of Supervisors with the U of A, Gila County Cooperative Extension Office's Annual Report. During this presentation Dr. Sprinkle provides an overview of the faculty's accomplishments and program activities for the Cooperative Extension offices located in Payson, Globe and San Carlos, which is followed by an official budget request for the upcoming fiscal year to be considered during the County's regular budget process.

Evaluation

County elected officials and department heads are currently compiling their budgets to be considered by the Board of Supervisors on June 24, 2014, at which time the Gila County tentative budget will be adopted, so it is beneficial that the Board consider all budget requests as soon as possible.

Conclusion

The Gila County fiscal year 2014-2015 tentative budget is scheduled to be presented to the Board of Supervisors for adoption at its June 24th meeting; therefore, all budget requests should be submitted to the Board for its consideration prior to that date.

Recommendation

It is recommended that Dr. Sprinkle present the Annual Report and annual budget request to the Board of Supervisors for the Gila County Cooperative Extension Office.

Suggested Motion

Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and 2014-2015 fiscal year budget request to be considered for approval during Gila County's regular budget process.
(Jim Sprinkle)

Attachments

CALS Cooperative Extension, Gila County Focus Group-August 14, 2013

2013 Annual Report

CALS Cooperative Extension, Gila County Focus Group – August 14, 2013

I. Process

When the discussion group attendees were selected, our goal was to obtain a broad representation of Gila County. We tried to prevent domination by any program interest group. We contacted these individuals in July and asked them to respond to a Doodle Poll for an August focus group meeting.

We invited the 7 member Extension Advisory Board, 1 member of the Board of Supervisors, 4 each from each program area {e.g.; 4-H/Youth Development, Master Gardeners/Horticulture, Natural Resources (Farm Crops, Forestry, Ranching, etc.), Family & Consumer Sciences}, 3 youth, and 4 from the San Carlos Tribe. Additionally, we tried to select the four program area participants from different areas of the county. The final attendees (excluding Extension employees) totaled 24 people and included the following:

4 members of the Extension Advisory Board
1 member of the Gila County Board of Supervisors
1 Superintendant of Gila County Schools
4 from 4-H/Youth Development program focus area (selected by Lani Hall)
4 from Master Gardeners/Horticulture/AG Natural Resources (selected by Chris Jones)
2 from San Carlos (selected by Sabrina Tuttle)
4 from Natural Resources & Ranching (selected by Jim Sprinkle)
3 youth (selected by Lani Hall)

Participants were pre-assigned to four different discussion groups. We tried to balance program interests and locations among the different groups to make them as diverse as possible.

Extension employees were only there to observe and provide assistance with electronic clickers, registration, audiovisual equipment, etc. They did not participate in focus group discussions or voting.

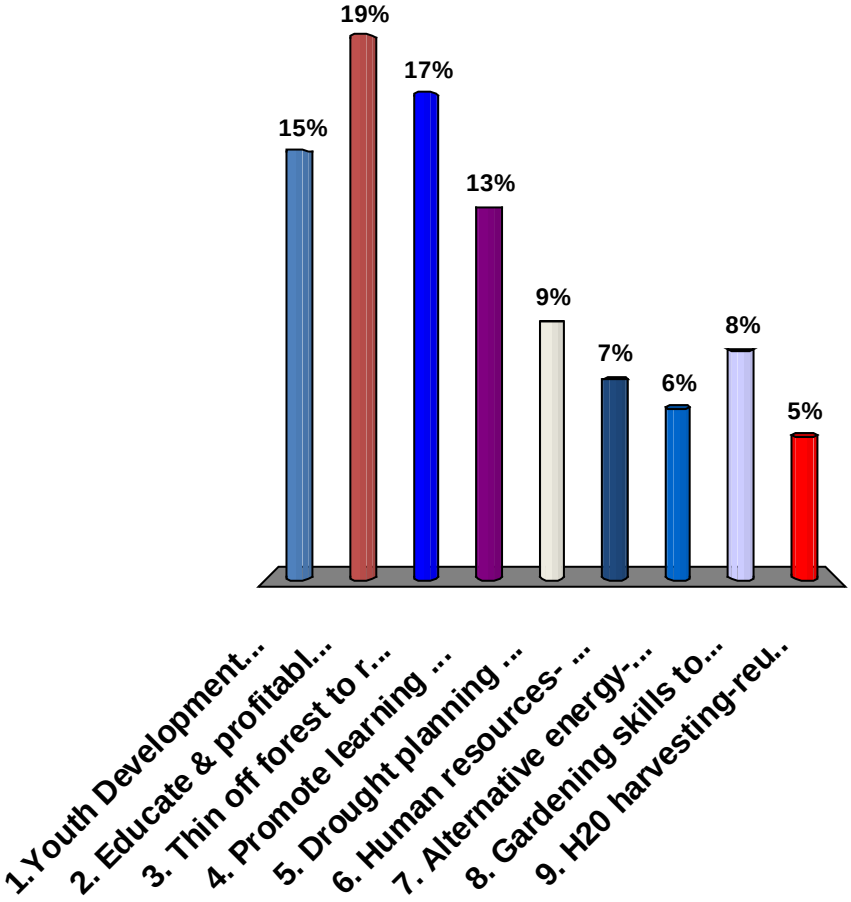
We did hire a professional facilitator to conduct the focus group meeting. We started the meeting with a general history and discussion of Cooperative Extension and an outline of what would be accomplished during and following the focus group meeting.

Forest restoration and thinning, family and parent education, youth mentoring, life skills, and early childhood literacy were big priorities for Gila County. The results of this focus group meeting will be combined with those from the other 14 Arizona Counties and a mail out survey will be sent out to a larger audience for response. The participants in the focus group meeting will be allowed a chance to respond to the mail out survey.

II. Results

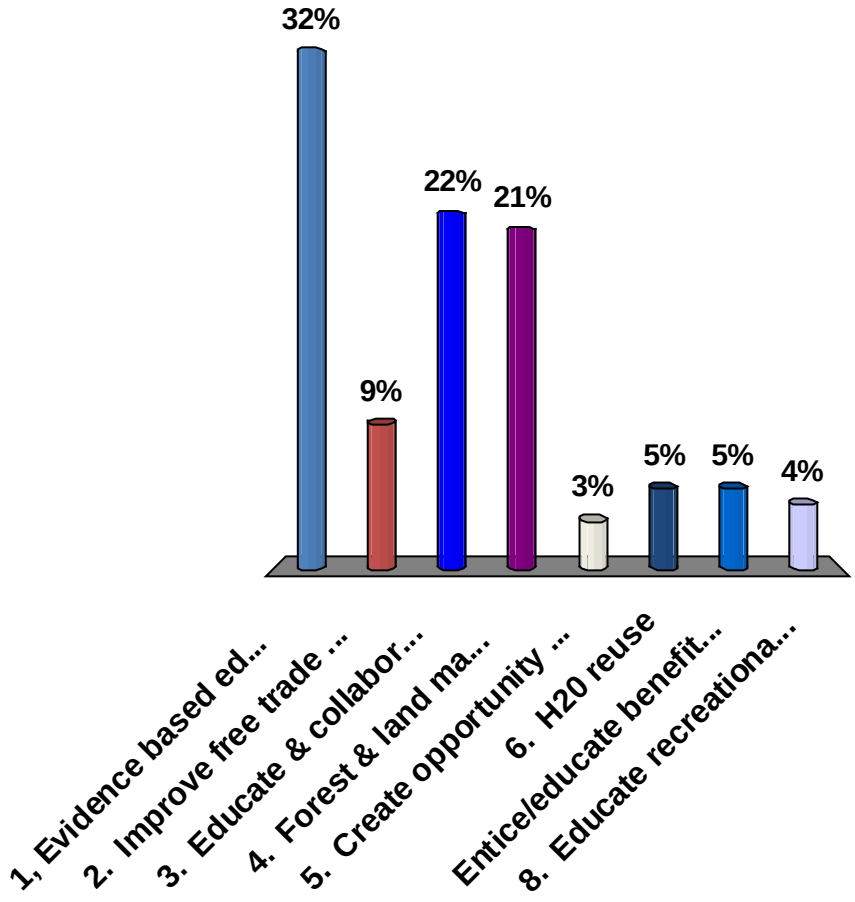
Goal #1. Educate and equip people and communities to manage and utilize natural resources to improve economic sustainability. (Priority Ranking)

	Percent	Weighted Count
2. Educate & profitably optimize use of NR eg: 4 FRI thinning firebreaks	19.45%	107
3. Thin off forest to reduce fire hazards=Financial gain	17.27%	95
1. Youth Development-ecosystem/financial impact	15.09%	83
4. Promote learning opportunities-collaborating & cooperate with agencies, optimize	12.91%	71
5. Drought planning & education, re-use of H2o, reclaim stations homes	9.45%	52
8. Gardening skills to be more sufficient	8.18%	45
6. Human resources- kids & tourism	6.55%	36
7. Alternative energy-wind + solar + wind +fossil to provide remote areas	6.36%	35
9. H_20 harvesting-reuse of H_2O.	4.73%	26



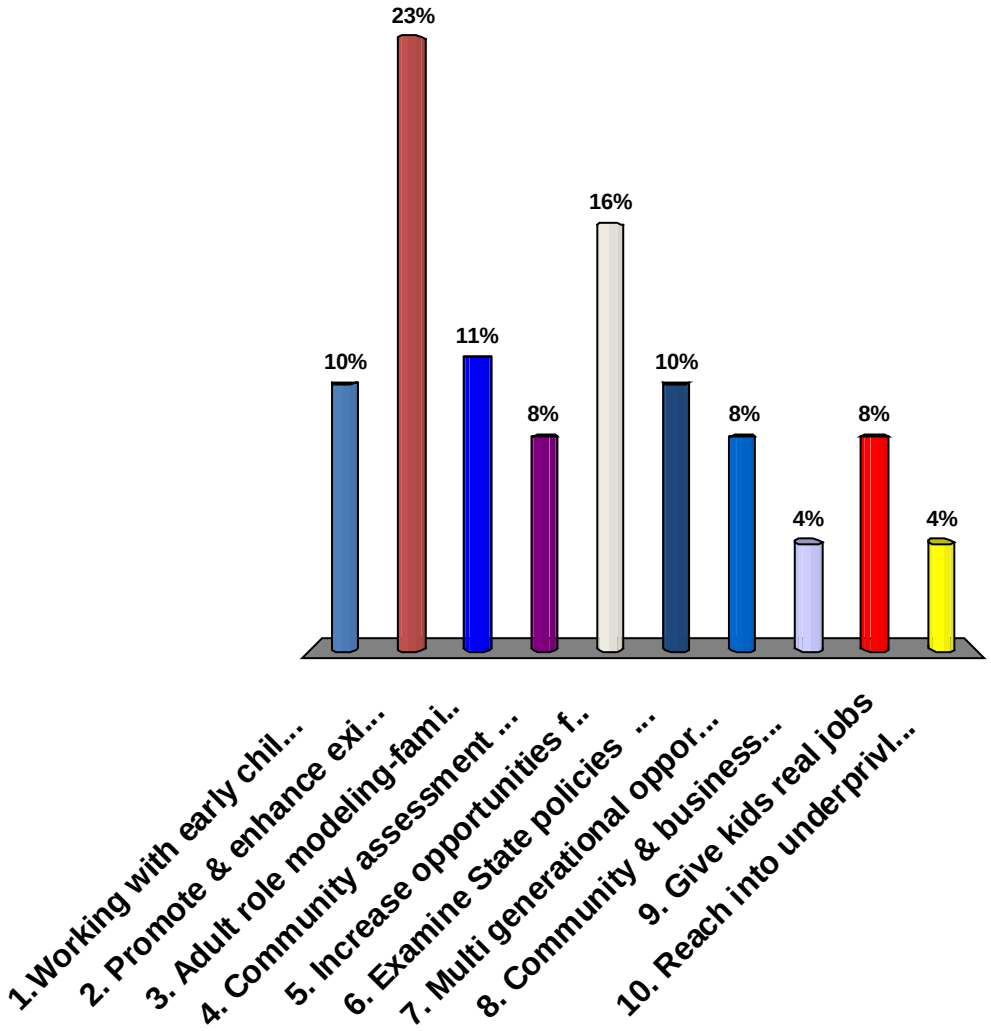
Goal #2. Promote safe, profitable, and sustainable plant and animal systems. (Priority Ranking)

	Percent	Weighted Count
1. Evidence based education for the consumer, rancher & public from the "pasture to the plate" (government & USDA)	31.62%	160
3. Educate & collaborate-working field trips on ranches & mines for middle school student; gardening for youth; septic system education; community gardening (coop); fair & farmer's market; USFS & broad collaborations	21.54%	109
4. Forest & land management for better grazing & return water to the streams (through thinning)	20.75%	105
2. Improve free trade & commerce	9.29%	47
6. H_20 reuse	4.94%	25
7. Entice/educate benefits to vegetables for youth	4.94%	25
8. Educate recreationalists about cattle grazing	3.56%	18
5. Create opportunity with tribal communities	3.36%	17



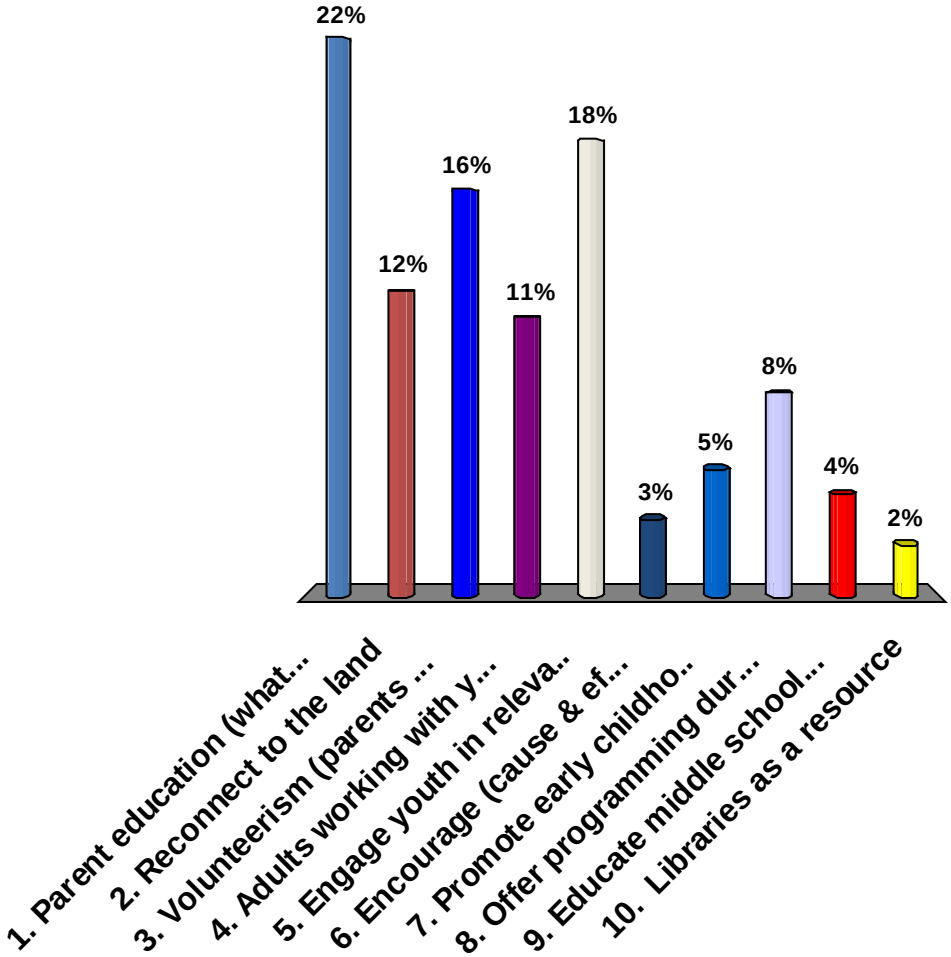
Goal #3. Strengthen economic vitality of communities by developing leadership, workplace skills and life skills of youth and adults to assist them to be contributing community members. (Priority Ranking)

	Percent	Weighted Count
2. Promote & enhance existing programs w/ an emphasis on life skills	23.01%	104
5. Increase opportunities for collaboration on issues that cause barriers to existing programs	16.15%	73
3. Adult role modeling-family & volunteering opportunities, retirement mentoring; using the farmer's market as a tool for management skills	10.62%	48
6. Examine State policies & regulations that might impact programs (example: JTEC)	10.18%	46
1. Working with early childhood education 0-5/school preparation, 4-H Cloverbuds	9.73%	44
7. Multi generational opportunities (workshop/interviews)	7.74%	35
9. Give kids real jobs	7.74%	35
4. Community assessment for basic skills (example: San Carlos-career planning)	7.52%	34
8. Community & business awareness (example: awareness of the extension programs)	3.76%	17
10. Reach into underprivileged populations	3.54%	16



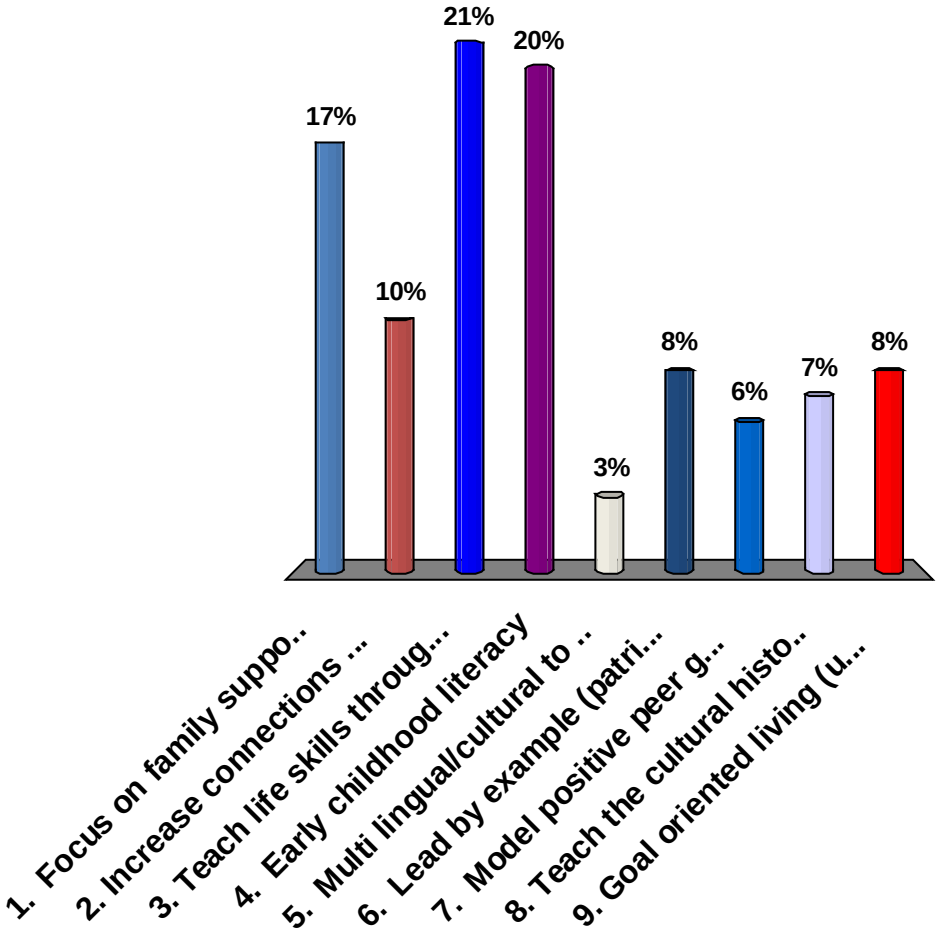
Goal #4. Enhance the growth and development of Arizona children and youth so that young people will contribute positively to the community. Priority Ranking

	Percent	Weighted Count
1. Parent education (what their role is, education of their child mentoring) leading by example	21.89%	130
5. Engage youth in relevant learning activities	18.01%	107
3. Volunteerism (parents & caring adults, giving back to the community)	16.16%	96
2. Reconnect to the land	12.29%	73
4. Adults working with youth to sustain themselves (skills + protection + jobs, community non-profits)	10.94%	65
8. Offer programming during school hours (program to student not student to program)	7.74%	46
7. Promote early childhood programming & collaboration (0-5)	4.55%	27
9. Educate middle school children (career killers)	4.04%	24
6. Encourage (cause & effect) leadership	2.69%	16
10. Libraries as a resource	1.68%	10



Goal #5. Improve the physical, mental, emotional, and financial health of individuals and families. Priority Ranking

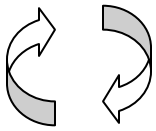
	Percent	Weighted Count
3. Teach life skills through family education using volunteers, instill values, project based learning (emphasis on record keeping)	20.86%	111
4. Early childhood literacy	19.55%	104
1. Focus on family support (what resources are available)	17.48%	93
2. Increase connections to community (eg: chefs to kids, community culture centers)	9.77%	52
9. Goal oriented living (understand and adopt)	7.89%	42
6. Lead by example (patriotism, healthy living)	8.27%	44
8. Teach the cultural history to everyone in the community (eg: mining history, primitive Indian history)	6.58%	35
7. Model positive peer groups	6.39%	34
5. Multi lingual/cultural to #1 priority	3.20%	17



Other Ideas for Goal #5:

Complete Communities

Reason to Stay



Reason to Return

- Activities for all ages
- Jobs to Support a family – varied
- Community support network
- Volunteerism – help those who need it

GENERAL QUESTIONS:

<u>WHAT SHOULD WE DO</u>
For all the goals discussed today, what should Cooperative Extension and the College of Agriculture and Life Sciences do with respect to these issues?

1. Educate public
2. Readdress mission statement
3. Put them into action
4. Report back to government entities
5. Conduct outreach/messaging about Extension

<u>BARRIERS</u>
For all the goals discussed today, what are the barriers to implementing the action plan discussed above? This will be answered together at the end of the focus group meeting.

1. Lack of funding/leveraging funds = engage population in funding
2. Knowledge of alternative outreach approaches
3. Accessibility/visibility of Extension Agent to go to for service
4. Existing policies and regulations
5. Changes in roles
6. People are resistant to change

THE UNIVERSITY OF ARIZONA

COLLEGE OF AGRICULTURE AND LIFE SCIENCES

COOPERATIVE EXTENSION
Gila County

COOPERATIVE EXTENSION 1914-2014 100 SMITH-LEVER ACT EXTENDING KNOWLEDGE CHANGING LIVES

2013 Annual Report to:

Gila County Board of Supervisors
Gila County Extension Advisory Board
The San Carlos Apache Tribal Council

COVER PHOTO: Entrance to Coffeepot Cabin on the 76 Ranch. Photo by Jim Sprinkle.

2013 OVERVIEW

The following pages describe the work of the Gila County Faculty. Faculty implement programs that are planned and conducted in response to needs assessments accomplished through surveys, interviews and discussions with Advisory Boards, County Supervisors, county residents, San Carlos Apache Tribal organizations and Tribal members. In addition to the planned programming efforts of Extension Faculty, a large amount of time is devoted to assisting county residents with specific questions. Volunteers are an integral part of Gila County Extension programming.

Gila County Cooperative Extension has offices in three locations. If you have questions or would like additional information, please contact us:

Gila County Cooperative Extension Offices:
Payson: (928) 474-4160
Globe: (928) 402-8585
San Carlos: (928) 475-2350

GILA COUNTY COOPERATIVE EXTENSION FACULTY AND STAFF

FACULTY

Jim Sprinkle
County Extension Director & Area Extension Agent, *Animal Science*
Payson Office

Christopher Jones
Extension Agent, *Agriculture/Natural Resources*
Globe Office

Sabrina Tuttle
Extension Agent, *Assistant Professor Agriculture/Natural Resources & 4-H Youth Development*
San Carlos Office

STAFF

Susan Bolt
Administrative Associate
Payson Office

Patricia Dodd
Administrative Secretary
Globe Office

Londa Ortega
SNAP ED Instructional Specialist
Southern Gila County

Teri James
SNAP-ED Instructional Specialist
Northern Gila County

Juan Arias
First Things First Instructional Specialist
San Carlos Office

Lani Hall
Coordinator, 4-H Programs,
Payson Office

Michael Leonard
Office Specialist
Globe Office

GILA COUNTY BOARD OF SUPERVISORS 2013

District II—Mr. Michael Pastor, Chair

District I—Mrs. Tommie C. Martin, Vice Chair

District III—Mr. John Marcanti, Member

GILA COUNTY COOPERATIVE EXTENSION ADVISORY BOARD 2013

Lori Brown
Letha Cline
David Cook
Kenny Evans
Albert Hunt
Fred Jimenez
Clark Richins, Chair

SAN CARLOS APACHE TRIBAL COUNCIL 2013

Terry Rambler-Tribal Chairman

Dr. John Bush-District Vice-Chairman

Gilson Wash District: Tao Etpison & Simon Hooke

Seven Mile Wash District: Bernadette Goode & Mitchell Hoffman

Peridot District: Fred Ferreira & Wendsler Nosie, Sr.

Bylas District Hugh Moses, Jonathan Kitcheyan &

Alicia Talgo Cadmus

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THE UNIVERSITY OF ARIZONA COLLEGE OF AGRICULTURE COOPERATIVE EXTENSION MISSION STATEMENT

The mission of Arizona Cooperative Extension is to engage people through applied research and education to improve lives, families, communities and the environment in Arizona and beyond.

LEGAL PROVISIONS FOR COOPERATIVE EXTENSION AND EXTENSION ADVISORY BOARDS

Passage of the Smith-Lever Act by Congress in 1914 officially established the Cooperative Extension Service. The Act provided states with federal funds to carry out Extension work as agreed upon by the respective land-grant colleges and the federal government.

When the Arizona Legislature accepted the provisions of the Smith-Lever Act of 1914, it empowered county governments to appropriate funds to provide additional support to each local county Extension program. It was this cooperative funding from federal, state and county governments that led to the current name, "Cooperative Extension."

In 1921 the State Legislature endorsed the organization of County Farm Bureaus to be the official, county-level sponsors for Extension programs. The enactment of Arizona Senate Bill #179 in 1964 repealed the 1921 legislation. This 1964 legislation established County Extension Boards, appointed by the Board of Supervisors, to be the official sponsors of Extension programs offered in each county.

House Bill #2125, passed in 1974, amended the 1964 legislation to provide greater latitude in the criteria for appointment of County Extension Board members. This legislation also allows counties greater flexibility in the amount of their financial support of County Extension budgets. A further revision in 1986, Senate Bill #1306, addressed the responsibility of each County Board of Supervisors to provide reasonable office space for Cooperative Extension.

In 1991, Congress established the Extension Indian Reservation Program (EIRP) under section 1677 of P.L. 101-624, the Food, Agriculture and Trade Act ("Farm Bill"), which reinstated federal support for extension programs on Indian Reservations. Currently, there are 31 projects on 29 reservations, one of which is on the San Carlos Apache Reservation. Federally Recognized Tribal Extension Program (FRTEP) Extension Agents are employees of the 1862 land grant Cooperative Extension Program, although funding is through the federal Extension branch, National Institute of Food and Agriculture.

Ranchers at the Steve Bixby sale. Left to right: Miriam Boice, Bob Boice, Joe Goff and Frank (Pancho) Boice. Picture taken in1960. Courtesy of AZ Memory Project.

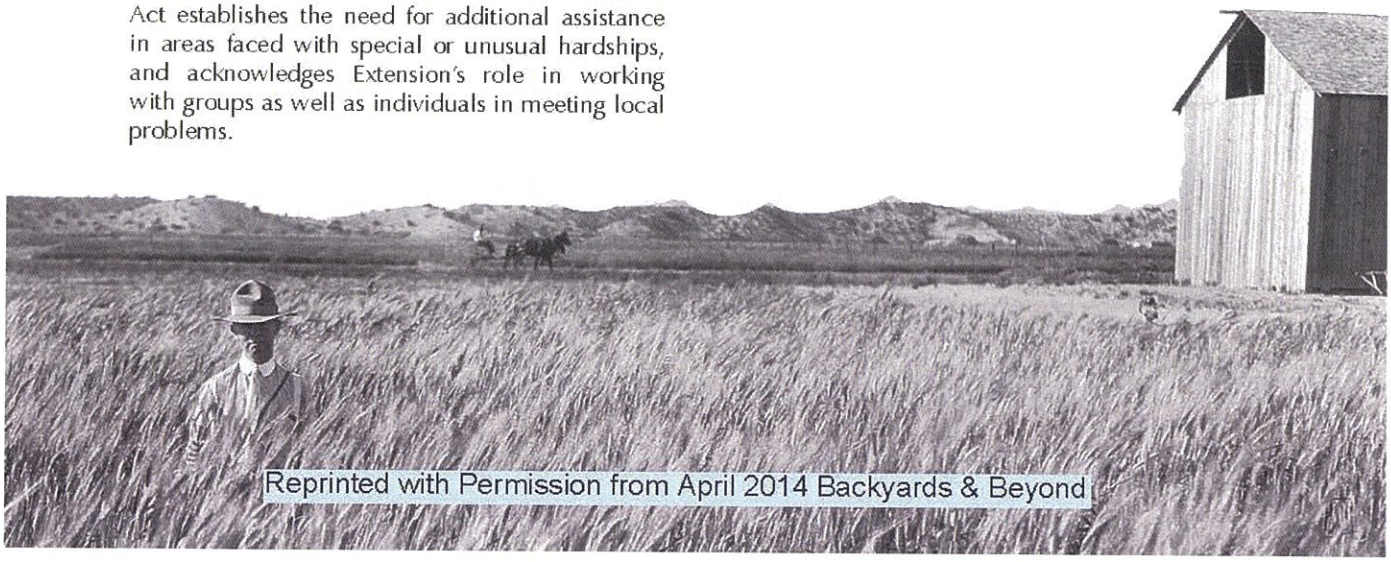
Celebrating 100 years

Cooperative Extension enjoys a rich and proud history in this country. On May 8, 2014, we celebrate the Smith-Lever Act, which established the Agricultural Extension Service, known today as Cooperative Extension. Cooperative Extension is a unique educational partnership between the U.S. Department of Agriculture, the nation's land-grant universities and the county governments that extends research-based knowledge through a state-by-state network of extension educators. Working together, we recognize that we achieve much more than we can alone. While the authors of the enabling legislation for Cooperative Extension could not foresee the future, the mandates implicit within the legislation, is as applicable today as in 1914:

- **Serve Agriculture and the Public** - The Smith-Lever Act gave Extension a very broad clientele base—"the people of the United States"—yet also specified that its programs should be concerned with "agriculture and home economics and subjects relating thereto."
- **Define Agriculture Broadly** - The term "agriculture" was used in a comprehensive sense in the Smith-Lever Act and subsequent legislation to include producing, processing and marketing farm and forest products, plus those businesses and industries concerned with supplying the resources needs in the production and marketing process.
- **Enhance Human Development** - The underlying mandate is to provide educational programs for individuals and families which will enhance human development and maximize the individual's contribution to society.
- **Meet Local Problems** - Section 8 of the Smith-Lever Act establishes the need for additional assistance in areas faced with special or unusual hardships, and acknowledges Extension's role in working with groups as well as individuals in meeting local problems.

At the heart of Cooperative Extension is the deep rooted belief that engaging people through applied research and education will improve the quality of their lives, communities and the economy. This mission is the driving force behind 100 years of Cooperative Extension in Arizona. Our populations have changed with fewer Americans living on farms and in rural communities, but Cooperative Extension has constantly changed to meet the shifting needs of people. Our ability to be relevant in the years to come is based on our ability to listen and respond to our "customers"--the people in our communities. Cooperative Extension listens to, learns from, and respects local knowledge. We value our partnerships and believe community voices are critical to success. We look forward to working with you, as together we create the next chapters of our continuing history.

Learn more about our Centennial Celebrations at:
http://extension.arizona.edu/centennial



1912 Arizona became a state.

1918 Tractor demonstrations conducted in Maricopa County.

1930's Cattle feeding industry began to show signs of real growth. The first feeders association in the U.S. was formed in Arizona.

1942 State 4-H Roundup was cancelled as a results of war-time travel restrictions. The war manpower shortage made leaders difficult to find.

1978 Kathryn Ojerio becomes first full time 4-H Agent in Gila County.

2014 Arizona Cooperative Extension celebrates 100 years of improving lives, communities and the economy.

1913 2013

1913 Arizona 4-H begins.

1929 Development of water on the range was given first priority by Extension staff.

1929 The phrase "4-H Club" first appeared in use.

1935 Sam Armstrong serves as first Gila County Extension Agent until his passing in 1959.

1942 Home demonstration agents emphasized programs related to victory gardens and food preservation.

1970's Irrigating by plant needs and not on a calendar schedule was advocated.

2000 The college name changes from the College of Agriculture to the College of Agriculture and Life Sciences.

1862 President Lincoln signs the Morrill Act, establishing land-grant colleges in each state.

1914 - 1918 Production of food from home gardens received much attention during the World War I years. With the Armistice in 1918, War Gardens became Victory Gardens and continued to receive emphasis.

1924 Agent J.J. Hamilton organized Arizona's first noxious weed control district in Yuma County.

1930's Extension home economists were busy helping families coping with the devastation of the Great Depression.

1959 Campaign launched to bring the pink bollworm under control.

1981 Project CENTRL (Center for Rural Leadership) initiated.

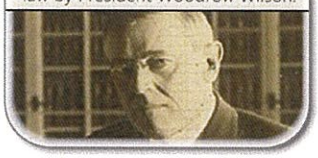
The University of Arizona | College of Agriculture and Life Sciences | Cooperative Extension

COOPERATIVE EXTENSION HISTORIC MILESTONES

1875	1900	1950	2000

1887 Hatch Act establishes Agricultural Experiment Stations tied to land-grant universities for the purposes of scientific research.

May 8, 1914 The Smith-Lever Act signed into law by President Woodrow Wilson.

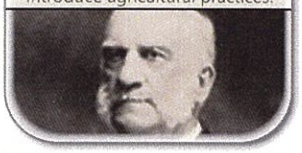


1954 U.S. Secretary of Agriculture, Ezra Taft Benson, directed that all Extension employees would be under USDA. This separated Extension from the Farm Bureau and other farm groups.

1983 Computers delivered for Extension use with WordStar and InfoStar software.

September 28, 1994 Improving America's School Act - land-grant status was conferred on 29 Native American colleges.

1903 Seaman A. Knapp (Extension's first demonstrator) establishes first demonstration farm in Terrell, Texas to introduce agricultural practices.



1919 First Home Demonstration work conducted in southeastern counties.

1950's Cooperative Extension work begins on the San Carlos Reservation.

1950's Irrigation programs emphasized lining ditches with concrete.

Late 1960's The first paraprofessionals, funded from federal grant money (EFNEP), were hired to assist the home economics program in Santa Cruz County.

1990's Partnerships grow as Cooperative Extension collaborates with more public and private groups; Home Economics Extension becomes Family and Consumer Sciences.

1922 The first home demonstration club in Pima County was the Fort Lowell Homemakers.

1942 The U.S. entered World War II on December 7th. All efforts were turned to wartime efforts and increasing farm production and the conservation of farm and household goods.

1970 Arizona 4-H Youth Foundation founded with leadership from Dr. Bart Cardon.

1980 Range Task Force formed to assist in solving permittee-agency conflicts on management of public lands.

1912 College of Agriculture inaugurated the Demonstration Train. Researchers & educators gave lectures and demonstrations at each of 30 stops.

1922 A motion picture machine was purchased for Extension work.

Mid 50's A period of revitalization. Extension offices were opened in Santa Cruz and Mohave Counties; home economics program extended with at least one agent in each county by 1962; State legislature increased appropriations to help meet growing demands. Mechanization on Arizona farms moved forward rapidly.

1960's 4-H increased emphasis on science. Balance of experiences in project work, personal development opportunities and leadership. The "skilled citizen" being the prime end-product.

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Cooperative Extension Centennial Honorees 2014

Campus

Beryl Burt
Bartley P. Cardon
Jim Christenson
Gerry Eberline-Schultz
Barry N. Freeman
Ellen Goldsberry
Sarah Harman
Howard Jones
Colin Kaltenbach
Al Lane
Shirley O'Brien
Kenneth S. Olson
Charles U. Pickrell
Roy Rauschkolb
Gene Sander
David M. Stewart
Larry Sullivan
Shirley Jo Harris Taylor
Ray Weick

Apache

Dan Heap
Dick Hext
Charles Leonard Isaacson
Ruth Patterson
Dick & Myna Udall

Cochise

G. T. "Gerry" Bohmfalk
Don & Laura Burnett
Betty Craig
Joe Lane
Louise Moser
Claire Owen
Carmy Page
Dora Teran
Bertha Virmond

Coconino

Bill Brechan
Ernest W. Chilson
H. Stuart Houston
Jim Mast
Herb Metzger
Bob & Judy Prosser
Beth Tucker

Gila

Robert G "Bob" Boice
Lori Brown
David Cook
Kenny J. Evans
James A. "Jimmy" Griffin
Senator A.V. Bill Hardt
Alvin L. Medina
Cayci Vuksanovich
Terry Wheeler

Graham

Lee J Clark
Ronald E. Cluff
Farrel Dennis "Denny" Layton
Carol Willis

Greenlee

Mabel (Flint) Bussard
Daisy Mae Cannon
Bill Cook
Richard Lunt

LaPaz

Janice Shelton
Woodie Winans

Maricopa

Bas Aja
Grant Boice
Leah Brilman
Bill Emerson
Lin Evans
Jeannette Fish
Ron Gass
Cheryl Goar
Marifloyd Hamil
Harper Family
W. Bruce Heiden
Sharon Hoelscher-Day
Jim Kirkpatrick
Dan Klingenberg
Charles "Chuck" Lakin
C.B. "Doc" Lane
George Peabody
Pamela Perry
Gary & Sharon Petterson
Ron Rayner
Gilbert "Shag" Rogers
Emil & Ruth Rovey
Mark & Carrie Schnepf
Carol Ward-Morris
Jim Webb
Carl Weiler

Mohave

Stuart Anderson Family
Lynne Durrant
Howard Grounds Family
Robin Grumbles
Frank Hunt
Del Wakimoto

Navajo

Senator Franklin "Jake" Flake
Ann Jeffers
Emma Malone
Esther Peterson

Pima

Evalyn Bentley
Linda Block
Jean Buzzard
Cynthia Flynn
Marian Hannon
Billie Mauntel
Barbara Stockwell

Pinal

Oliver Anderson
Lavern Chase
Bill & Doris Combs
Dora Duarte
Jim & Mary Faul
M. Alberta Harris
K.K. Henness
Edward Y. Hooper
Keith Jones
Louise Lucy
Walt & Francie Meyer
Paul Prechel
Lupe de Santiago
Bill Stambaugh
Hiawatha Vance
Howard Wuertz
Wilbur Wuertz

Santa Cruz

Dan Bell
Richard Harris
Janet Paz
Bill & Posy Piper

Yavapai

John D. "Danny" Freeman
Andrew Groseta
Delbert Pierce
Marta Stuart
Deborah Young

Yuma

Karen Bowen
Fatima Corona
Robert J Moody
Vickie Steinfelt
Eric Wofford

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COOPERATIVE EXTENSION IMPACTS GILA COUNTY

$953,372 salaries, programs and equipment and
18,150 face-to-face contacts with county residents with
2,469 hours of donated time from 497 volunteers

COOPERATIVE EXTENSION

- Is in more than 100 colleges and universities that comprise the nation's Land-Grant University System
- Is in all 50 states and U.S. Trust Territories
- Has an office in or near most of the nation's approximately 3,000 counties
- Has support from more than 600,000 volunteers nationwide, impacting 6.5 million young people in 4-H

ADDRESSING CRITICAL ISSUES IN GILA COUNTY

- 4-H Youth Development
- Animal Science
- Range Livestock Production
- Youth Leadership
- Home Horticulture & Pests
- American Indian Programs
  - Livestock & Range Management
  - 4-H Youth Development
- Natural Resources
  - Forest Health/Firewise
  - Range Management/Monitoring
  - Noxious Weeds
  - Climate Education
- Water/Watershed Education

In 1862, Abraham Lincoln signed into law the Morrill Act, which started land grant universities.

University of Arizona Resources in Gila County 2013

The following have provided programs, consultations, mediations, or other forms of support on one or more occasions.

Joyce Alves, Family & Consumer Sciences Agent, Apache County Cooperative Extension

Robert Armstrong, Support Systems Analyst, Sr., Arizona Cooperative Extension

Dr. Kirk Astroth, Youth Development Director, State 4-H

LoriAnn Barnett, Program Coordinator, National Phenology Network, Arizona Program

Dr. Julie Brugger, Assistant Staff Scientist, Climate Assessment for the Southwest, Institute of the Environment, University of Arizona

Dr. Michael Crimmins, Climate Specialist, Department of Soil, Water, & Environmental Science

Laura Crumbacher, Curatorial Specialist, U of A Herbarium

Dr. Del Despain, Research Specialist, Sr., School of Natural Resources and the Environment

Peter Ellsworth, Integrated Pest Management Extension Specialist, Arizona Pest Management Center

Dr. Dan Faulkner, Beef Extension Specialist, Department of Animal Sciences

Dr. Larry Howery, Range Management Specialist, School of Natural Resources and the Environment

Ed Franklin, Associate Professor, Department of Agricultural Education

Victor Jimenez, Extension Agent, 4-H Youth Development, Maricopa Agricultural Center

Eric Larsen, Assistant Agent, 4-H Youth Development

Dr. Ed Martin, Associate Director, Programs, Arizona Cooperative Extension

Dr. Mitch McClaran, Professor, School of Natural Resources and the Environment

Andy Medina, Support Systems Analyst, Sr., Arizona Cooperative Extension

Dr. Kitt Farrell-Poe, Water Quality Specialist, Agriculture & Biosystems Engineering

Dr. Steve Poe, Professor Agriculture & Biosystems Engineering

Dr. George Ruyle, Range Management Specialist, School of Natural Resources and the Environment

Cody Sheehy, Videographer, College of Agriculture and Life Sciences

Dr. Jeff Silvertooth, Associate Dean for Economic Development and Director of Arizona Cooperative Extension

Trent Teegerstrom, Associate Specialist, Production Economics, Crop Budget Development & Risk Management Education , FRTEP Project Director

Dr. Doug Tolleson, Rangeland Management Specialist, V Bar V Ranch

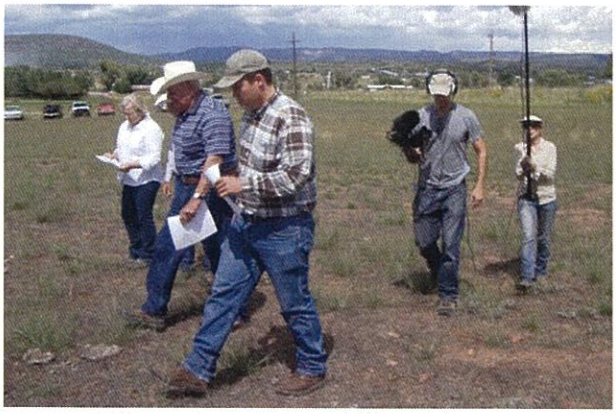
Paul Wolterbeek, Volunteer Coordinator, Boyce Thompson Arboretum

2013 Program Focus Areas

- Home Horticulture and Master Gardener Program
- Climate, Natural Resources and Sustainability Education
- Reading the Range
- Nutrient Requirements of the Beef Female in Extensive Grazing Systems
- Rangeland Monitoring for Gila County
- Linking Rangeland Monitoring to Adaptive Management and NEPA Project Planning
- Natural Horticulture
- Beef
- Ranch Financial Management
- Horse Production
- How Do I Use Range Monitoring Data Now That I Have It?
- Resources Education for Youth
- Overnight Camping Experiences
- Youth Development
- Teen Leadership
- Supplemental Nutrition Assistance Program Education (SNAPed)
- Ag. Awareness
- Life Skills Development
- School Enrichment
- Financial Education
- Career Readiness

Master Gardeners, Kamon Lilly (left and Tarenta Baldeshi (right) discuss organic wheat production at the Avalon Organic Gardens and Eco-village in Tumacori, Arizona.

Small stock projects and showmanship are a favorite throughout the county.



University of Arizona College of Agriculture & Life Sciences Cody Sheehy and his wife videotaping the Range Monitoring Workshop in Young Arizona. 3 minute *Reading the Range* video available at: https://www.youtube.com/watch?v=oTNgwiPNO3Y .

Personal Impacts to Gila County Residents

Animal Science, Agriculture and Natural Resources

Jim Sprinkle demonstrates how to use a compass to students from Winslow at a range field day at the Padre Canyon Ranch near Flagstaff.

From a rancher participating in *Reading the Range*, "You do everything that is expected of you .... and then some."

From a landowner who requested information from Jim Sprinkle on juniper control and pasture seeding, "I am astounded by the expertise, scope and detail in your recommendation."

From the President of the Arizona Cattle Growers Association, "You (Jim Sprinkle) are to be commended for your dedication in working with and helping the ranchers on the Tonto National Forest."

From a state legislator who was provided information on Arizona watershed research, "I want to make sure I thank you (Jim Sprinkle) for getting this to me so quickly...Thanks again for all you do for Arizona."

From a FFA participant in the Northern Gila County Fair, "Thank you, Dr. Sprinkle, for all the time you put into helping me find the best ration for my steer. I couldn't have done it without your help."

San Carlos, Agriculture and Natural Resources

San Carlos Planning Office grant writer Francie Brown noted the following about Associate Extension Agent Sabrina Tuttle, in communication about a sustainable agriculture/Rehabilitation and Detention Center Aftercare grant they worked on together: "I know you have much to offer our people here in San Carlos as I have seen your selfless acts conducted over and over again with various members of our population."

4-H Youth Development

Shooting sports projects continued to grow in Gila County in 2013. Both rifle and shotgun project clubs were formed in Northern Gila County. Five adult leaders were certified in shooting sports. Youth archery members from all areas of the county participated in three county level archery shoots as well as various others around the state. Several members attended the State Archery Shoot in Tucson and excelled. Gila County had three division winners, several top five finishers and one senior member that has been invited to compete at the 2014 National competition in Nebraska. The senior archery team from Gila County dominated the state competition and has been invited to compete at the national level as well.

Gila County held the 5th Annual "Tween Camp" at Roosevelt Lake. The camp is a special opportunity for 9-13 year old youth and has a strong focus on leadership development. Twelve "senior age" 4-H members went through training and served as camp counselors at the 2013 Camp. Over 80 youth attended the three day camp. Evaluations based on the life skills of peer interactions, healthy choices and decision making showed substantial pre and post experience results. Comments included: "Camp is the best part of summer." "I want to be a camp counselor so I can make sure it is always this fun."

Youth from Southern Gila County participated in Livestock Judging contests at the state level and did very well. One senior member was selected to travel to Denver in January 2014 to participate in the National Livestock Judging event for 4-H Youth. Quality Assurance is taught to all market livestock exhibitors along with animal nutrition classes and numerous hands-on clinics which make youth in our county stellar showmen and producers.

"Launch into Life" was held at the Payson High School with approximately 290 youth and adults volunteers in attendance. Youth attended workshops on topics including: career planning, interview skills, financial education, and resume writing. Youth were also involved in a real-life stimulation activity that involved utilizing skills learned and preparing them for future decisions and situations.

Climate Science and Extension Program Recognition

"It was a pleasure working with you on the National Extension Climate Science Initiative Conference! Your leadership was essential to pulling off this conference. I felt the conference was highly successful and you were the key to its success. I enjoyed working with you and see you interact with everyone in such a positive way. Your Peace Corps experience came through in your human interactions and values. Thanks so much for your work. I value working with you as a colleague and friend.

– Mike Kroenke (Conference Co-chair; Program Director, Sustainable Forests Education Cooperative, University of Minnesota, Cloquet, MN)

"Congratulations on your recent recognition at the Galaxy IV conference for your excellent extension work, by the Association of Natural Resources Extension Professionals with the Distinguished Career Leadership Award and by the National Association of County Agricultural Agents with the Distinguished Service Award. On behalf of the College of Agriculture and Life Sciences, I would like to congratulate you on this honor. It is a tribute to your talent, your hard work, and your commitment to excellent in all that you do. Very best wishes for your future endeavors."

-Shane C. Burgess, Vice Provost and Dean

Chris Jones extols the efforts of the Gila County Master Gardeners at the Arizona Highlands Garden Conference with emcee Jay Spehar. Photo by Jeannie Putnam.

Program Highlights 2013

Gila County 4-H
Lani Hall

The life skills learned in 4-H are teaching our youth to Make the Best Better!

"Contemporary 4-H focuses less on agriculture and more on building life skills through 'hands-on' educational projects, which may include communication, technology, outdoor education and recreation, leadership styles and personal development" (Singletary, Smith and Evans, 2001)." Gila County has addressed these needs while continuing a strong focus on traditional programming. 4-H has four essential elements, belonging, generosity, independence and mastery. These elements are a priority in all 4-H youth development programming with Gila County. Positive growth is always the top priority for Gila County 4-H.

In 2013, the shooting sports programs continued to grow in Gila County with the certification of new volunteer leaders in archery, rifle and shotgun throughout Gila County through the state program. Along with the Payson Rim Country Deadshots, and the Globe Arrowslingers, the Payson Rifle Club began. Youth attended mandatory safety courses and participated in several tournaments around the state. The project clubs quickly became very popular and have grown tremendously! Additional volunteers have become certified in order to form more clubs and meet the increasing numbers of youth enrolling. In 2013, Gila County hosted three archery shoots and had several youth participate and score well at the state shooting match. Gila County has become the dominant county in 4-H Archery Tournaments. Two junior members won their divisions and the senior team has qualified to compete at the National competition in 2014 in Nebraska.

The sixth annual "Kids Day at the Fair" was held in Northern Gila County. Approximately 1,000 K-5th grade students from all areas of Northern Gila County were in attendance. This activity not only provides an opportunity for children to learn more about the 4-H programs but current members can exhibit their projects and provide educational activities for the attendees. In addition to the fairs, 4-H members participated in various parades around the county and had several service project activities. Participation in the March of Dimes, Relay for Life as well as the Mountain High games were activities that helped develop generosity within our youth.

Throughout our nation there is a widespread concern about the increase of children that are becoming separated from the natural world which surrounds them. Encouraging youth to become "nature-smart" is one way that Gila County 4-H is addressing the need to "connect children with nature." In 2013 the fifth annual Gila County Tween Camp was held at Roosevelt lake. Over 75 youth were in attendance along with twelve "teen counselors." The teen counselors attended pre-training and planning meeting in preparation for the three day camping experience. An educational workshop was provided by the Arizona Game and Fish on animals and their habitat in the area. In addition youth experienced wood working, crafts, physical games, and various other involvement activities. Both the campers and teen counselors were given life skills evaluations that showed strong gains in healthy lifestyle choices, communication skills, decision making and peer interactions. Most importantly the results showed positive changes and great memories of fun!

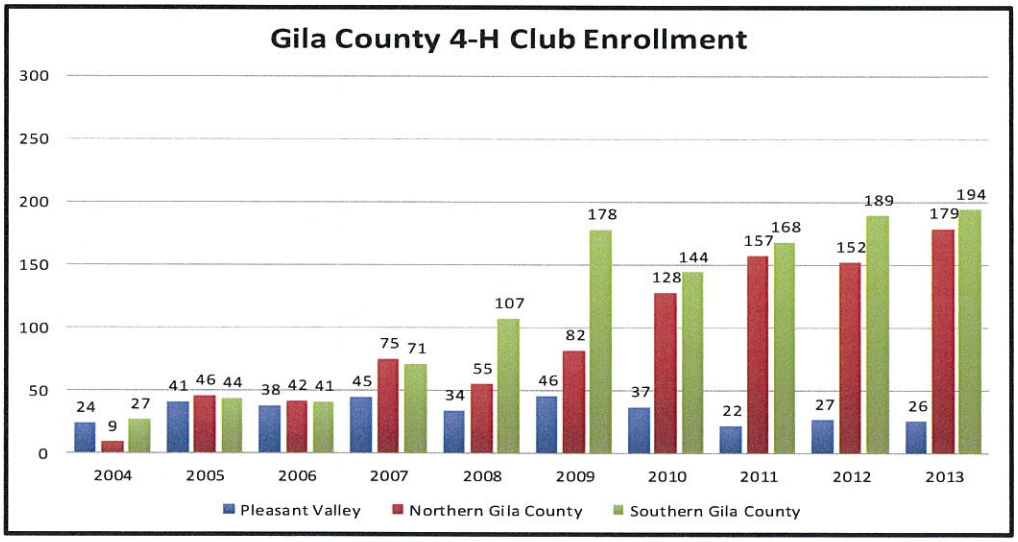
Teen members from all parts of Gila County attended the 26th Annual JOLT (Journey of Opportunities for Leaders of Tomorrow) camp near Heber. This stellar camping experience focuses on leadership skills development and dealing with challenges. This year one of our own Gila County youth served on the state JOLT leadership team. Youth from Gila County also attended the Arizona National Livestock Junior Livestock Judging Contest. One top competitor from Gila County was chosen to represent the state at the 2014 National Judging competition in Denver!

The highly successful Agriculture Awareness program continues to be in the Gila county schools. The second year of the program enabled over 800 youth to participate in this program. The agent has developed this program in conjunction with the Tonto Natural Resource Conservation district board. All fourth grade students have the opportunity to participate. The program includes 6 lessons that are standards based with an agricultural or natural resource theme. Topics include mining, recycling, ranching, cotton farming, poultry science and agriculture careers. The program culminates with a "hands-on" field trip experience where the youth can see and do some of the activities they have learned about in classroom lessons. Participating teachers request to continue their involvement early each year as it is a favorite program amongst the children.

The nationwide Supplemental Nutrition Assistance Program education grant was approved in 2012 for Gila County and continued in 2013. This program not only allows for two full-time instructional specialists but will see that both children and adults will receive much needed nutritional education. This program is in all schools within the county as well as various other adult education areas including food banks, federal assistance offices, low-income housing and other public events. As we make a difference in lives in Gila County, we will see changes in nutritional choices and overall lifestyle.

Partnerships with community organizations and businesses have enabled Gila County 4-H to grow and provide enriched opportunities in 2013. Tractor Supply Company opened in 2013 in Miami and has provided tremendous support to 4-H. Youth have participated in numerous activities to strengthen public relations which have resulted in Gila County receiving not only monetary support but being named the Regional Champion for the Fall 2013 Paper Clover Drive! Corporate Support from local companies has resulted in equipment donations and increased volunteer time.

In 2013 the 4-H programs continued to grow and thrive. New project clubs were developed to meet the expressed interests of the youth. New projects included photography, communications, life skills and gardening. Livestock projects continue to be a favorite and the continuous support of our communities make this a positive rewarding experience. Judging days and demonstration days were held in all three parts of the county along with showmanship clinics, quality assurance classes, horse shows and community club activities. Gila County 4-H members are learning vital life skills while making wonderful memories and developing into strong optimistic citizens of Gila County!



Program Highlights 2013

Agriculture, Farmer's Market, Master Gardener Program

Chris Jones

Miami Town Mayor, Rosemary Castaneda (right) and Gila County Master Gardener Association President, Fred Jimenez (left), in front of the newly renovated Bullion Plaza Museum. Picture by Tara Celentano.

Home Horticulture and Master Gardeners

Chris Jones and the Gila County Master Gardener Association hosted the 14th Annual Arizona Highlands Garden Conference in Miami, Arizona on October 12, 2013. When determining where to hold the conference last year, several venues were explored in the Globe-Miami area. Bullion Plaza Museum, a historic school built for Hispanic students in 1927, had recently been restored. The school's gymnasium, however, was badly dilapidated, including a leaky roof for over 20 years. The gardeners and the Town of Miami agreed to partner: if we would commit to hold the conference at their venue, they would have the gymnasium restored (a longtime but backburner goal). Fundraising began in January 2013 when the agent found a call for grant proposals from the Phoenix Suns and APS for basketball court renovation. The agent and VISTA assisted Mayor Rosemary Castaneda (the lead grant writer), the Town and non-profit group Genesis to write the proposal, which then served as a base document for grant requests and soliciting support from local copper mines Freeport McMoRan Gold & Copper Company, BHP Billiton Copper Company, KGHM International and Resolution Copper Company. The Master Gardeners also painted a portion of the gymnasium interior, and designed and installed a picnic area between the museum and the gymnasium.

Globe-Miami Farmer's Market

VISTA Tara Celentano served as the volunteer coordinator for the Master Gardeners in 2013. In addition to the garden conference, she played an important role supporting the Globe-Miami Farmers' Market. The farmers' market ran from June 2 to October 27 on Saturday mornings. Tara supported market manager Holly Brantley and provided logistics and promotion. Master Gardeners Pat and Manuel Romero, Cayci Vuksanovich, Jerry Ullum, Bob Zache and Fred Jimenez served as board members and vendors. An average of 15 vendors per week sold fresh local produce, homemade goods and crafts bringing in $37,687 to the local economy.

Through a program co-chaired by Cochise County Area Agent Mark Apel and Chris Jones, funds were acquired through the UA Green Fund to employ a college student from the University of Arizona for the summer, ie, Sustainability Extern." Hometown Briana Ortega worked as the assistant to the farmers' market manager. Working with Tara and Holly, she helped assure the market's success through promotional activities including the market's FaceBook page and weekly newsletters, conducting kid's and market day activities, and client survey and a mid-market survey report.

Holly Brantley and Tara Celentano enjoy the last day of the Globe-Miami Farmer's Market for 2013.

With the support of the VISTA program, Master Gardeners led the creation of the Globe-Miami Farmers' Market in 2011. When 2013 survey respondents were asked "What impact has the Farmers' Market had on you and the community?" every single person had an answer about the good that comes from the farmers' market. It not only provides healthy foods for the community but lifts spirits, inspires and brings people together. The market was a featured economic impact success stories in 2013 (https://extension.arizona.edu/globe-miami-farmers-market).

Climate, Natural Resources and Sustainability Education

Chris Jones is leading a national grassroots effort to help Extension educators more effectively address climate change issues in Extension programming, and is the co-founder of the Association of Natural Resources Extension Professionals' Climate Science Initiative. The goal of the initiative is to help Extension educators become knowledgeable and comfortable with issues involving natural resources and climate science and build capacity to address questions from all sides of the climate change debate. UA Extension Specialist Mike Crimmins and I created a website ((sites.google.com/site/anrepclimate), which includes a listserv of 155 Extension educators and others. I organized and hosted 6 national webinars with guest speaker presentations, attended by 16-29 participants. After presentations, listeners engaged with the presenter and each other to discuss the information and their programs.

Evaluations from the national CSI in-service workshop indicate that 50% rated the program overall as Excellent, and 25% rated it as Very Good. On a scale of 1(Low) and 5(High), respondents indicated their comfort level of discussing climate issues with their clientele increased from 3.26 to 4.02, their confidence about incorporating climate issues and adaptation practices increased from 3.29 to 3.93, and their connectedness with other Extension colleagues addressing these issues increased from 2.84 to 3.96. Comments included: "This was just a fantastic learning and networking experience-it exceeded my expectations"; and "The role-playing activities and learning about other extension faculty members' work on this topic. I also liked how the first day gave us a big picture look at a smaller/local/personal level that extension faculty can use in their outreach."

The CSI and national workshop has engaged a national network of Extension educators that helps diffuse confidence in them and their colleagues to address this critical issue at both the field and specialist levels. The continuing work of the national CSI training module creation team is to review and evaluate the modules as presented in Minnesota, and then revise them to create an effective online training experience for a broader audience of Extension educators.

Program Highlights 2013

Reading the Range, Synopsis by Jim Sprinkle

Area Extension Agent, University of Arizona Cooperative Extension, Payson

Situation. The very definition of adaptive management on federal grazing allotments obligates decisions made to be closely tied to rangeland monitoring data. The US Department of Interior defines adaptive management as: *Adaptive management focuses on learning and adapting, through partnerships of managers, scientists, and other stakeholders who learn together how to create and maintain sustainable ecosystems* (see web-link below Figure 1). National Environmental Policy Act (**NEPA**) decision documents demand sound, scientifically collected rangeland data. At times, however, data may be lacking which could lead to a more informed decision.

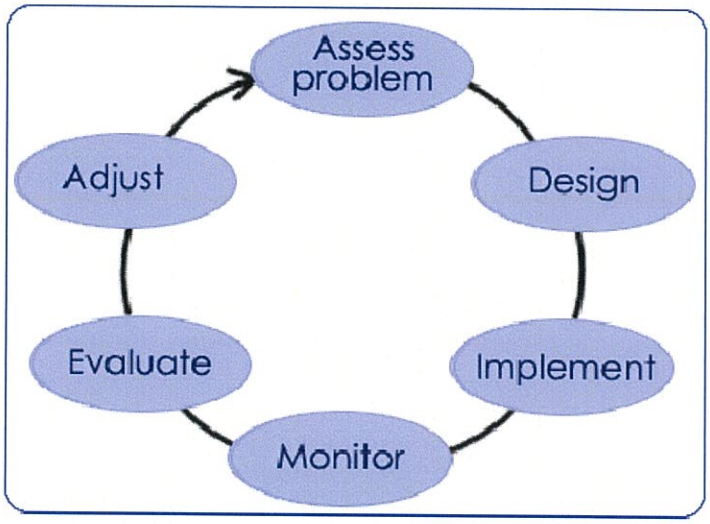
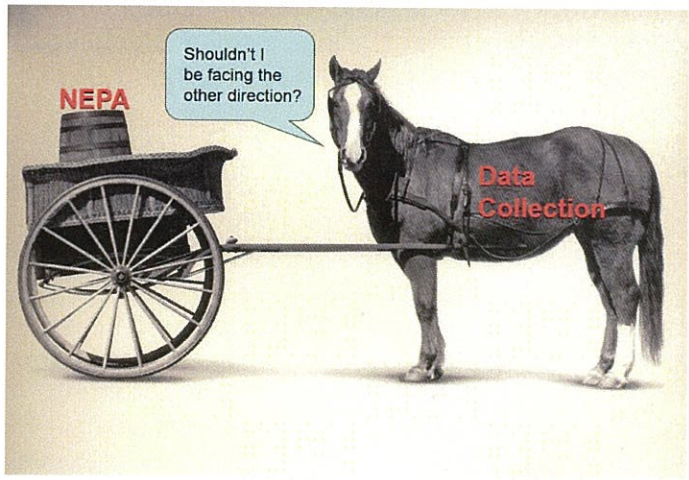


Figure 1: Diagram of the adaptive management process.

From: http://www.doi.gov/initiatives/AdaptiveManagement/whatis.html

In February 2000, a ranch owner in Tonto Basin, Arizona was in crisis regarding his 21,000 acre grazing permit. Under consideration by the US Forest Service (**USFS**) was to either completely remove all livestock from the allotment or only allowing grazing at a greatly reduced capacity (42 cows) due to watershed concerns. It became apparent that there was a lack of data to fully describe those concerns. In a meeting with the President of the Gila County Cattle Growers and the rancher, Dr. Sprinkle was asked if there was anything the University of Arizona could do to help. Dr. Sprinkle informed the rancher and the Gila County Cattle Growers President that with the rancher's active participation we could gather range monitoring data and present it to the USFS for consideration. As Dr. Sprinkle subsequently met with the USFS, it was agreed that the data would be useful in determining appropriate future management actions. After gathering range monitoring inventory data and formulating a management plan to address issues of environmental concern, the rancher and Dr. Sprinkle presented this management alternative to the District Ranger and the Range Specialist and to the Tonto National Forest Interdisciplinary Team. Upon review of the data provided, the USFS decided to allow the rancher to stock the allotment with 85 cows and to reevaluate the stocking rate upon receipt of three year's additional monitoring data. Based upon this experience, it was decided that many other grazing allotments in the Tonto National Forest could possibly benefit from increased collaborative range monitoring data collection. Additionally, it was **hoped** that range monitoring data could be used by both the rancher and the agency to assist in grazing management decisions and in NEPA document preparation for grazing permit renewals.



Adapted from: http://blog.prudentialct.com/wp-content/uploads/2012/10/cart_before_the_horse12.jpg

In the December 2010 Journal of Forestry, Brown and Squirrell made several observations about the fate of adaptive management in the USFS. They pointed out that "*Learning through adaptive management is a complex process derived from both technical and social processes.*" They made three additional observations related to data collection which are pertinent to our concerns: 1) Failure to learn may be attributable to the lack of data and lack of a commitment to a learning framework; 2) Knowledge that lacks a link to action would seem to constitute little more than facts on the shelf; and 3) Innovative

action that lacks a structure by which to extract new knowledge is little more than hopeful activity.

Realizing some of the constraints facing the incorporation of range monitoring data into adaptive management and NEPA documents, a collaborative effort was initiated between the University of Arizona Cooperative Extension, the Gila County Cattle Growers, the USFS Tonto National Forest, the Natural Resources Conservation Service, and the Tonto Natural Resources Conservation District to obtain grant funding to address this need. We authored a grant entitled *Linking Rangeland Monitoring to Adaptive Management and NEPA Project Planning* and obtained a $50,000 grant from the Public Lands Council with a $25,000 match from Tonto National Forest and $25,000 from the Natural Resources Conservation Service. The grant will integrate rangeland monitoring data into the development of proposed actions under NEPA for at least 22 grazing allotments facing NEPA grazing permit renewals in 2016. The objectives of the grant are:

1. Increase the amount of coordination between agency employees and critical stakeholders (including grazing permittees) in identifying resource concerns on grazing allotments and the accompanying missing data to define those concerns.

2. Improve efforts to tie range monitoring data collection and existing databases to Ecological Site Descriptions and/or Terrestrial Ecological Unit Inventory soil maps that define a landscape.

3. Promote the systematic collection and summarization of meaningful range monitoring data that can provide information to help explain the reasons and/or the scope of resource concerns.

4. Enhance the degree of sophistication and knowledge concerning the interpretation of data collected to more effectively project likely outcomes for proposed management actions.

5. Encourage the involvement of critical stakeholders (including grazing permittees) in developing proposed actions (which still meet and address environmental concerns) that are tied to resource concerns, adaptive management, and viable ranching operations.

6. Reduce shortcomings in the evaluation of NEPA decisions for effectiveness in addressing resource concerns through subsequent range monitoring data collection.

7. Emphasize the need for agency employees and grazing permittees to fully embrace and exploit range monitoring data for effective futuristic planning with regards to annual operating instructions and adaptive management.

8. Jointly design and deliver an educational program to address all of the above.

Just as range monitoring on the Tonto National Forest has moved from a model of just **talking and teaching** about monitoring to actually **doing** "on the ground" monitoring; we now propose to move from a model where we **hope** data collected will be included in NEPA documents to a model where allotments will be selected for monitoring based on upcoming NEPA analyses and data to be collected will be identified, collected, and **used collaboratively** to help drive proposed actions. We also wish to continue to educate and provide technical assistance about acceptable standards for monitoring and data interpretation for those grazing permittees who will be continuing to collect range monitoring data but who are not facing imminent NEPA deadlines.

In 2013, the Reading the Range monitoring program received the Western Extension Directors Association Award of Excellence and was part of the National Rangeland Research and Development Award presented by the US Forest Service to the University of Arizona. A 3 minute video on Reading the Range is available at: https://www.youtube.com/watch?v=oTNgwiPNO3Y .

Satellite imagery is used to help locate potential monitoring sites for rangeland management.

Program Highlights 2013

Agriculture/Natural Resources/4-H
Sabrina Tuttle

Youth Gardening/Nutrition Projects

With the aid of the People's Garden grant, the Extension Office continued 5 gardens at these locations: Mount Turnbull Academy Alternative High School in Bylas; San Carlos Alternative High School; Heirloom Apache Corn seed garden at the Extension Office; Boys and Girls Club at the San Carlos Diabetes Prevention Center; San Carlos Rehabilitation and Detention Center. Students and youth, as well as teachers and community educators, learned about the following topics: plant needs, garden preparation, garden planting, soils, food, harvesting and storing seeds for a seed bank, taste testing of vegetables/fruits, the DVD Food, Inc., about the U.S. food and agriculture system. All of the classes except Food, Inc. included hands-on components.

2013 Gardening Class Attendance (including duplications)		
	Youth	Adults
Mt. Turnbull Academy	82	6
SC Alternative School	220	0
Boys and Girls Club	101	10
SC Rehabilitation/Detention Center	116	31
Total	519	47

High school students at Mount Turnbull Academy, SC Alternative and the SC Rehabilitation/ Detention Center and junior high and elementary school youth at Boys and Girls Club learned and practiced gardening techniques. At the schools, the instructional specialist also learned how to plan, construct, plant and maintain a garden with traditional Apache and conventional garden crops, which he used to implement First Things First preschool gardens.

A Borich scale evaluation (n=19), including 2 open-ended questions with students from San Carlos Alternative School and Mount Turnbull Academy, looked at various aspects of the classes. On a 5 point scale, students improved 1.7-1.9 levels from before the class vs. after the class in the subject matter areas of plant needs, garden preparation, garden seed planting and transplanting, composting, and smoothie making/fruit taste test. Favorite classes included: Garden preparation and planting (9); Taste test/smoothie making (5); hands-on work outside, transplanting, seeing strawberries used in smoothies, "everything! "

When asked how they would use the class they replied, "share with family/friends (2), teach/ explain how to garden and teach family (2), garden at home (9), transplant, make smoothies.

Agriculture and Natural Resources

During the *Ranch Financial Management/Restocking Workshop* 10 participants learned about types of financial plans for ranches, funding through grants, and an introduction to spreadsheets used in financial planning/restocking of ranches. At the *Ranch Financial Management/ Restocking Workshop,* the 10 participants also learned an overview of ranch financial management and restocking plans, which will be continued in more detail of the separate

elements as a series of two more workshops in 2014. They expressed interest in learning more about restocking, spreadsheets, and ranch production and veterinary techniques and records which will be concluded at workshops in 2014. Summative evaluations are planned for the last workshop in 2014.

Thirteen and eighteen participants attended the *Natural Horsemanship Workshop for Youth and Adults #2 and #3* at Apache Gold Casino and Peridot Rodeo Arena, which were demonstrations and practice of basic/intermediate horse training techniques. In Clinic #3, 7 participants with horses learned these techniques by participating in hands-on and "horse-on" activities. At the *Natural Horsemanship Workshop for Youth and Adults Clinics #2 and #,* 13 and 18 participants learned the practice of over 10 horse training techniques. In Clinic #2, 7 participants with horses learned these techniques by participating in hands-on activities with horses. We will plan to hold one more clinic in Bylas in 2014, as San Carlos and Peridot communities were covered in 2013.

During the *Solar Pump Workshop,* 13 Participants learned how solar pumps work by observing a solar pump demonstration and through discussion. They also learned about funding to get pumps set up on their ranch, and were encouraged to contact the UA Dept. of Agricultural Education grant coordinator to get help applying for these grants. Ash Creek Cattle Association started getting help with applying for a grant for solar pumps.

Healthy Living and First Things First Program

The instructional specialist, Juan Arias, implemented the 4 curricula, including Family Bookbag, Color Me Healthy, Grow It, Try It, Like It, and Family Style Meals in the following locations: 2 Apache Childcare Centers, 1 Youth Home, 1 Home Childcare, 2 Child Readiness Centers, and 2 Headstart Preschools. He reached 105 youth and 28 adults. He trained the youth in hands-on gardening with age appropriate tools. He trained the adults in all 4 curricula, as well as in gardening.

The Extension Agent and Instructional Specialist conducted an evaluation at 8 locations, n=11, with preschool and childcare staff. The staff indicated that they had learned the following: Planting (10 respondents), taking care of vegetables (8), identification of plants (3), Food Plate--MyPlate (8), Reading (5), eating fruits and vegetables (8), portion sizes (3), serving food (9), exercises/becoming active (9), Identifying plants vs. weeds/weeding (2).

The two most important things that each staff member learned were: eating healthy, more veggies and fruits, gardening, exercises/becoming active, yoga cards/shape mats (learned that the kids loved it!), self-serving family style meals, reading, planting seeds and transplants, music movement and talking, and eating healthy food. The respondents also stated that they would like to learn about how to eat healthy and be more active indoors and outdoors, more on planting, what fruits and veggies to plant and when seasons change, "pretty much covered everything", to "What do you have that's available?" Some of the staff started earlier than others, and showed more knowledge gained.

Grants Awarded or Continuing for Gila County 2013

Some of the grants listed were team efforts that benefited additional localities in Arizona beyond Gila County.

Funder	Amount	Purpose
Agribusiness Companies	300	Range Livestock Nutrition 101
Apache Gold Casino	300	Sponsorship of Youth Horse Training
Arizona Cooperative Extension	1,000	Travel Grant to Receive Western Extension Directors Association Award of Excellence
Arizona Cooperative Extension	500	Arizona State 4-H Youth Foundation Program Camp Grant
AZ Sustainable Agriculture Funds for Professional Development	500	Travel Grant for Professional Development
Extension Community of Practice (CoP): Climate, Forests and Woodlands	10,000	University of Nebraska-Lincoln
Gila County Cattle Growers Association	9,200	Reading the Range
Gila County Pioneers	500	Agriculture Education
National Institute of Food and Agriculture	4,891	National Conference on Extension, Forests and Climate Change (extended, Original Award 120,000)
National Institute of Food and Agriculture	17,993	eXtension Community of Practice-Climate, Forests and Woodlands (Original Award 40,000)
Natural Resources Conservation Service	25,000	Reading the Range
Public Lands Council	50,000	Reading the Range
Restocking Financial Workshop	250	R-100 Tribal Ranch, San Carlos Cattle Associations (meal and snack)

Continued on next page ...

Grants Awarded or Continuing for Gila County 2013

Some of the grants listed were team efforts that benefited additional localities in Arizona beyond Gila County.

Funder	Amount	Purpose
Region III US Forest Service	5,000	Reading the Range
Senator Hardt Endowment	840	2013 4-H Tween Camp
Shirley Caris Foundation	25,000	Shirley Caris Foundation Award; Agriculture Education and 4-H Programs
Tonto National Resource Conservation District	7,367	Agricultural Education Program Funding
Tonto National Forest	25,000	Reading the Range
UA CALS	1,500	Sustainable Living Education Programming in Cooperative Extension
UA Green Fund	3,969	Farmer's Market Extern Student Worker
University of Arizona Cooperative Extension	1,000	Reading the Range
U of A School of Natural Resources and the Environment	5,000	Reading the Range
United Way	80,002	San Carlos Nutrition, Obesity, and Physical Activity Grant, Sub-Contractor to United Way of Tucson for First things First in the San Carlos Region
USDA	139,899	SNAP ED (Supplemental Nutrition Assistance Program Education)
Total	**415,011**	

Funding for Gila County 2013

Salaries/Wages:	**$539,960**
Operations/Programs:	**$413,412**
Total:	**$953,372**

Gila County Expenditure Budget for the year 2013

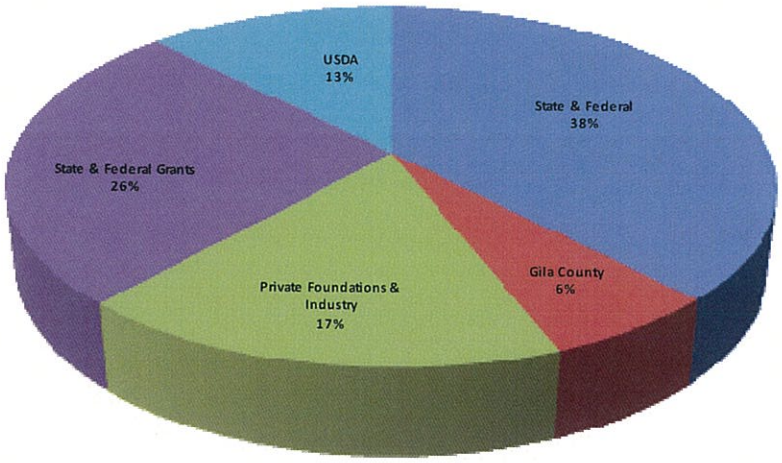
	Salaries/Wages/ERE	Operations/Programs
State & Federal[1]	359,671	0
Gila County	1,476	58,524
Gila County Grants[2]	0	0
Private Foundations & Industry	0	166,142
State & Federal Grants[2]	104,026	144,843
US Department of Agriculture[3]	74,787	43,903
Totals	539,960	413,412

These values do not represent office space and utilities provided by Gila County and the San Carlos Apache Tribe.

[1] State funds from state appropriations to University of Arizona College of Agriculture.
Federal funds from US Department of Agriculture for Cooperative Extension programs.

[2] Grants are listed on the proceeding pages.

[3] USDA funds provided specifically to support Extension Agent for the San Carlos Apache Reservation.



Jim Sprinkle, Ph.D.
County Extension Director & Area Extension Agent, Animal Science for Gila and Yavapai Counties

Faculty Rank: Area Agent, Animal Science

Jim Sprinkle (center) receives the **Western Extension Directors Association Award of Excellence** for *Reading the Range* at Coeur d'Alene on behalf of Dr. Jim Sprinkle, Dr. George Ruyle, and Dr. Del Despain. Pictured (left to right) with Andy Groseta (AZ Cattlegrowers Assoc. President & Council for Agricultural Research, Extension, and Teaching ~ AZ), Dr. Jeff Silvertooth (AZ Cooperative Extension Director), Dr. Shane Burgess (Dean, U of A College of Agriculture & Life Sciences), Mr. Tom Jones (CEO Grand Canyon Electrical Cooperative Assoc., Council for Agricultural Research, Extension, and Teaching ~ AZ).

A primary responsibility of this position is to provide leadership in developing and conducting educational programs in animal science, primarily livestock production, with emphasis in Gila and Yavapai Counties. The area agent will also participate in planning or implementing natural resource educational programs that complement range livestock production.

The agent is expected to participate in or lead team efforts across county lines and statewide in educational programming or appropriate applied research, particularly with the Arizona Range Resource Education Committee. The agent shall contribute in establishing multi-county and statewide partnerships with other extension, research, and multi-agency personnel to implement these programs.

The agent shall conduct problem-solving research on site with land managers, livestock producers, other extension faculty, and interested parties. Results of research shall be included in extension programming efforts and applied and scholarly publications.

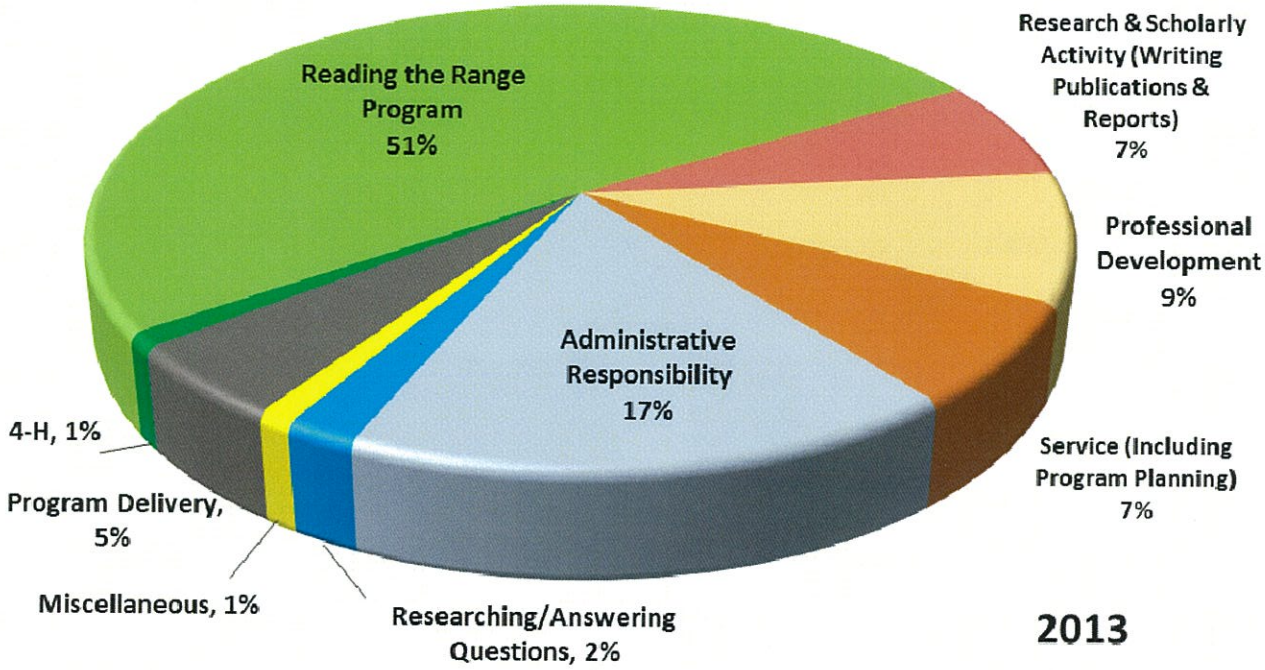
The agent shall work with 4-H clubs, providing animal science expertise through consultations, workshops, and publications. Additionally, the agent shall work with target audiences identified through local needs assessment in solving problems and utilizing new technology and information in production, resource management, marketing and other areas. The area agent shall participate in appropriate multi-disciplinary teams, livestock production industry and commodity groups, agencies and organizations, and communicate research interests and educational needs to extension and campus faculty.

The agent is expected to keep current in his area of specialization and transfer appropriate research-based information and technology to clientele via publications, educational programming, or the media. The agent is also expected to comply with all Civil Rights mandates and actively solicit participation from under represented groups in Extension programming.

As Gila County Extension Director, this position carries a 20% administrative appointment to supervise Extension work in three offices at Payson, Globe, and the San Carlos Indian Reservation.

TIME BUDGET FOR EXTENSION AGENTS

Jim Sprinkle, Area Extension Agent, Animal Science



Grants Awarded in 2013

In 2013, Jim assisted in bringing in $122,000 in new grant money for Livestock and Resource Management.

Rangeland monitoring on the Diamante Ranch near Globe.

Publications

Peer Reviewed Journal

Coleman, S.W., Gunter, S.A., Sprinkle, J.E., & Neel, J.P. 2013. *Difficulties associated with predicting forage intake by grazing beef cows.* Journal of Animal Science. Accepted.

Peer Reviewed Abstract

Gunter, S.A., Faulkner, D.B., Meyer, A.M., Scholljegerdes, E.J., Sprinkle, J.E., Soto-Navarro, S.A., & Coleman, S.W. 2013. *Difficulties associated with predicting forage intake by grazing beef cows.* American Society of Animal Science Annual Meeting Abstracts.

Pamphlet/Newsletter

Sprinkle, J.E. 2013. *Beef cattle mineral supplementation of Arizona rangelands.* 3 pp. Arizona Cattlelog.

Extension Report

Sprinkle, J.E., Stratton, J., England, D., and Leonard, M. 2013. 15 *Range monitoring reports summarized in 2013 for data collected from 2009 to 2012.* 8,484 pages for the 15 reports.

Sprinkle, J. with 12 others from the West. 2013. W-1012: *Improving ruminant use of forage in sustainable production systems for the Western United States.* Dan Faulkner, Editor.

Video

Reading the Range. Video Production. Interviewee on this video production produced by Cody Sheehy and Dave Bogner with Alan Davis as editor.

Review/Revisions

Reviewed abstracts for Western Section, American Society of Animal Science Annual Meeting, Extension Section.

Reviewer for Environmental Impact Statement for the Salt River 6. At the request of Gila County Cattle Growers Association, reviewed the EIS for six allotme5ts along the Salt River.

Winning the **US Forest Service National Rangeland Research and Development Award** at the Society of Range Management Meeting in Oklahoma City, *from left, are Dr. Del Despain, Arizona Strip, St. George Utah; Dr. Jim Sprinkle, Payson, AZ; Dr. Doug Tolleson, V Bar V Ranch, Camp Verde, AZ; Dr. George Ruyle, Tucson; and Kim McReynolds, Willcox, AZ with Charlie Richmond, Jim Pena and Dave Stewart of the US Forest Service.*

2014 Plan of Work: Focus Areas
Jim Sprinkle

Research:

1. Submit the four year beef cattle trace mineral research on the V-V Ranch to the *Journal of Animal Science*.

2. Continue to work with Dean Fish of Santa Cruz County and Doug Tolleson of the V-V Experimental Ranch to summarize beef cattle mineral intake research data collected in 2012 for submission to the Journal of Animal Science.

3. As part of a graduate committee, participate in the design and execution of range cow forage intake research on the V-V Ranch.

Extension:

1. Continue to facilitate data collection and summary in the *Reading the Range* program for new and returning ranchers who are facing NEPA in 2016 or are interested in continued data collection. Seek to maintain funding for data entry personnel and for field technicians to assist in data collection. Recruit an intern to assist with data collection the fall of 2014. Finish 2011 to 2013 monitoring data reports by the fall of 2014. With Del Despain's involvement from dedicated grant funding, have a functioning statistics module in the VGS software by early summer. Retract Extension programming in other areas in order to accommodate the completion of data summaries.

2. Provide an additional training to *Reading the Range* participants and agency partners in data interpretation for the *Reading the Range* data.

3. Present a workshop on *Developing and Using Cooperative Monitoring for Adaptive Management and NEPA.*

4. Serve as chair of the *Range Livestock Nutrition Working Group* and provide a range livestock nutrition workshop at Tucson. This is in partnership with Doug Tolleson and will precede the Winter AZ SRM meeting.

5. Effectively participate with the University of Arizona School of Animal and Comparative Biomedical Sciences as a Regional Livestock Specialist. As a member of the Extension committee and in partnership with Dan Faulkner, Livestock Specialist, develop a workshop in Gila County on Beef Quality Assurance and on beef topics from conception to consumer. This program will probably be scheduled in Globe for early June.

6. As chair of the Northern Arizona Centennial committee, help organize a celebration and program to be held at the V-V Ranch on July 24, 2014.

Service:

1. Serve on a graduate committee for a Department of Animal Sciences graduate student who will be investigating selecting and improving the efficiency of free ranging beef cattle.

2. As Co-Chair of the *Extension Visioning Committee* and in conjunction with Extension agents and specialists, department heads, County Extension Directors, Extension and College of Agriculture and Life Sciences administration, the Visioning Committee, and with Darcy Dixon, Co-Chair of the committee, help finalize the statewide programmatic prioritization with stakeholders.

Administration:

1. Serve as Gila County Extension Director and seek to enhance funding to provide full time office coverage for the Globe office.

2. Seek to expand Extension programming for families and youth in Gila County with the hire of an area agent for Family and Consumer Health Sciences who will be headquartered in Yavapai County but will have 15% programmatic responsibilities in Gila County.

3. If the Decision Package is awarded to Cooperative Extension, focus on addressing priorities identified by stakeholders in the Visioning process.

Lani Hall, MAed
Gila County Program Coordinator, 4-H Youth Development

Coordinator, 4-H Programs

This coordinator is responsible for developing the 4-H Youth Development program throughout Gila County. 100% of the coordinator's time is focused on positive youth development programs in all areas of expressed interest and/or needs. As 4-H Youth Development in Gila County continues to grow, areas of focus will change but positive Youth Development will always be top priority.

The coordinator is responsible for leader recruitment, training and certification. The coordinator serves as a resource for leaders as they conduct their regular project club meetings and activities. It is the responsibility of the coordinator to verify that civil rights and affirmative action are included in all 4-H Youth Development programs.

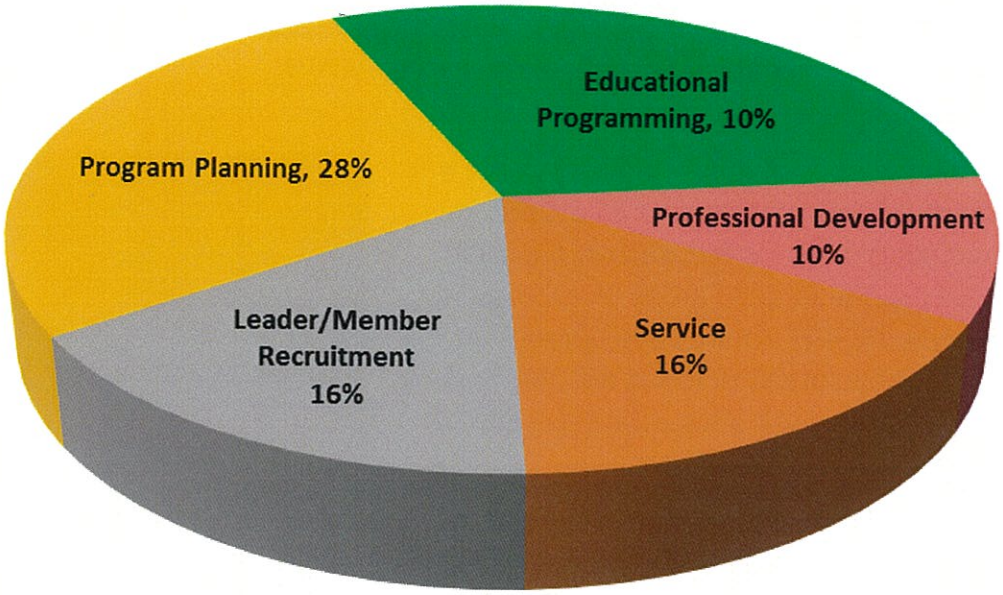
The coordinator is responsible for the development of educational programs that meet the needs and desires of Gila County 4-H families. This included programs in all areas of positive youth development including but not limited to: animal science, youth leadership training, livestock quality assurance, crafts, geology, consumer and family sciences, record keeping.

The 4-H program coordinator develops a network of certified volunteer leaders, 4-H youth and community volunteers to form a positive collaboration. The end result is a strong program that not only benefits Gila County youth 4-H members but our communities. The coordinator is an advisor for three leaders council; Southern Gila County, Northern Gila County and Pleasant Valley. The coordinator will serve as a resource for leaders and youth as well as a facilitator of educational programs that meet the overall needs of youth in Gila County.

The primary purpose for the Program Coordinator, 4-H Youth Development is to deliver research based, non-formal, objective education to Gila County youth and families. This education will assist in developing leadership and promoting healthy lifestyles and communities.

Time Budget for Extension Agents

Lani Hall, Program Coordinator, 4-H Youth Development



2013

Grants Awarded in 2013

In 2013, Lani led or contributed significantly to the acquisition of $194,706 in grant money for conducting programs and publication development.

The Sixth Annual Gila County Tween Camp was held at Roosevelt Lake in 2013. Educational activities were held along with lots of fun in the sun and making of great memories.

Publications

Pamphlet/Newsletter

Hall, L., 2013. *Today's 4-her.* Periodic newsletter of activities and events sent to over 300 recipients and posted online.

Invited Speaker

Hall, L., 2013 *Fundamentals of the event "Goat-tying"* Invited by the Town of Payson Parks and Recreation to serve as an instructor for the Equine education workshop series. Payson, AZ. on April 9 and 16th 2013.

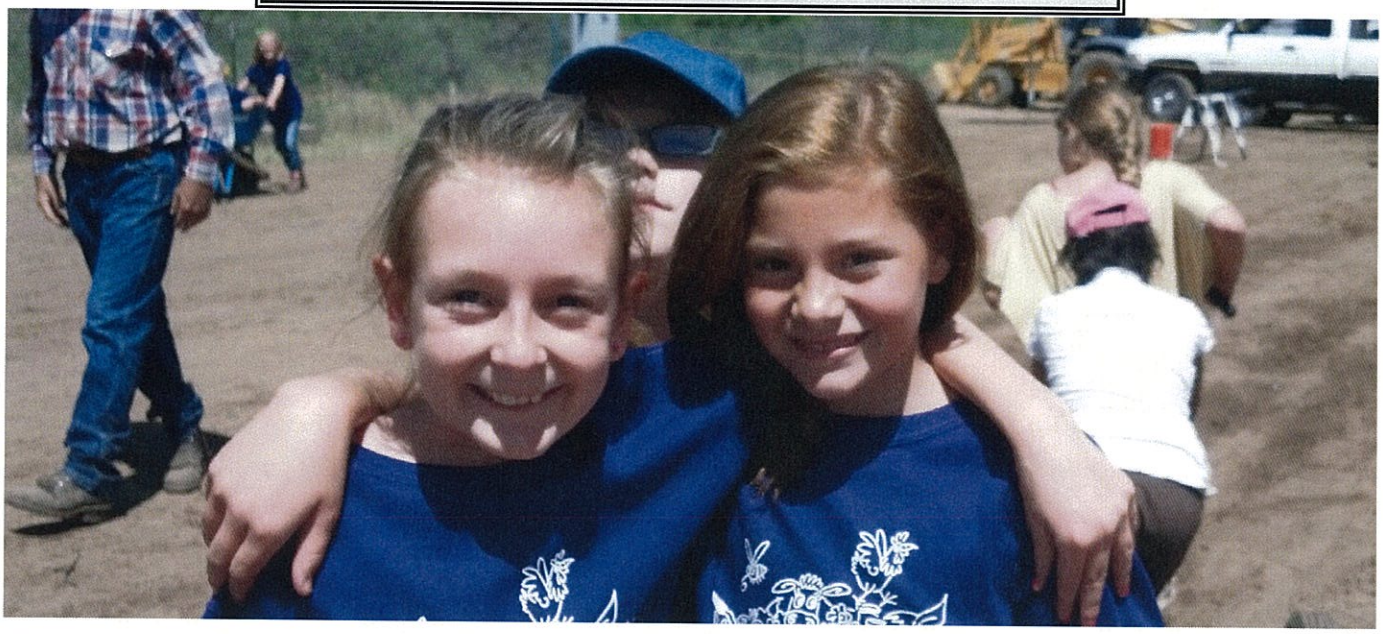
Hall, L., 2013 *4-H Youth Development in the Rim Country.* Invited by the Town of Payson as an invited guest on "Town Talk," the bi-weekly television talk show. Payson, AZ on Feb. 28, 2013.

Hall, L., 2013 *Resume and interview Skills.* Invited to Payson High School Senior Conference. Payson, AZ on May 15, 2013.

Hall, L., 2013 *4-H Youth Development in the Rim Country.* Invited by the KMOG as an invited guest on "The Forum," the daily radio talk show. Payson, AZ on August 29, 2013.

SNAPed Instructional Specialists attend School Events and teach children to "Think Your Drink" by providing healthy options! Photo by Teri James.

2014 Plan of Work: Focus Areas
Lani Hall



Caption: "Ag Daze" is a fun filled educational opportunity that is offered to all 4th graders throughout Gila County. It is the culmination of the Agriculture Awareness school enrichment program.

Extension:

- Agriculture Awareness Education will be taught in all fourth grades as well as multiple grades in smaller schools within the county. This program involves six Agriculture related lessons taught in the classrooms as well as a culminating "hands on" experience at a local ranch. All lessons are aligned to state standards. This will be the fourth year of the program in Gila County.
- Youth Livestock Quality Assurance will be taught in all areas of county. As required by the state, each market animal sold in Arizona must be sold by an exhibitor certified in Livestock Quality Assurance. Certification must be renewed every 3 years.
- There will be a "Tween Camp" experience for 9-13 year old youth. This annual camp is held for both 4-H and non-4-H youth and has an average attendance of 75 campers. Ten to 15 "teen" counselors go through leadership trainings each year and serve as group leaders.
- Supplemental Nutrition Assistance Program education will be taught throughout the county to children in grades K-8 as well as adult education for SNAP recipients. Education will be provided in not only K-8 schools but preschools as well as adult venues where nutrition education opportunities are available.
- Provide "School kids day" experience for all elementary school age children to attend the county fairs with educational lessons and hands on opportunities for youth.
- Focus on developing life skills and 4-H essential elements amongst all 4-H members with the county. Provide trainings and guidance as need to certified volunteer leaders.

Service:

- Serve as Program Coordinator for Gila County SNAPed program which is part of the central region SNAPed.
- Serve on the Advisory Board for Payson Center for Success.
- Serve as an advisor for the Northern Gila County Fair Board.
- Serve on the Advisory Board for the Payson Agriculture Education Foundation.

Christopher Jones
Extension Agent, Agriculture & Natural Resources
Globe Office

Faculty Rank: Associate Agent, Agriculture & Natural Resources

A primary responsibility of this position is to provide leadership in developing, implementing and evaluating educational programs aimed at improving the sustainability of natural resources, increasing understanding and involvement in land use and natural resources policy, and increasing the effectiveness of program-related producers, groups and individuals to solve their own problems and improve their quality of life.

The agent leads or participates in team efforts in Gila County, statewide and nationally in extension program development, including outreach methods and educational materials, particularly as it applies to the needs of the high desert and mountain environments, such as residential horticulture and climate change impacts on natural resources. The agent shall contribute in establishing multi-county, statewide and national partnerships with other extension, research and multi-agency personnel to implement these programs. The agent shall participate in appropriate multi-disciplinary teams, agencies and organizations, and communicate research interests and educational needs to extension and campus faculty.

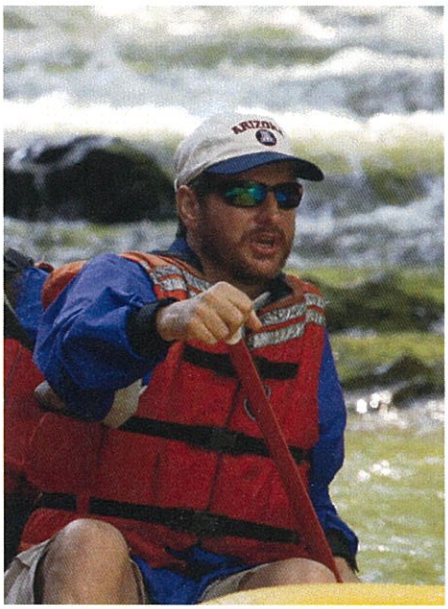


Photo courtesy of Nantahala Rafting Company.

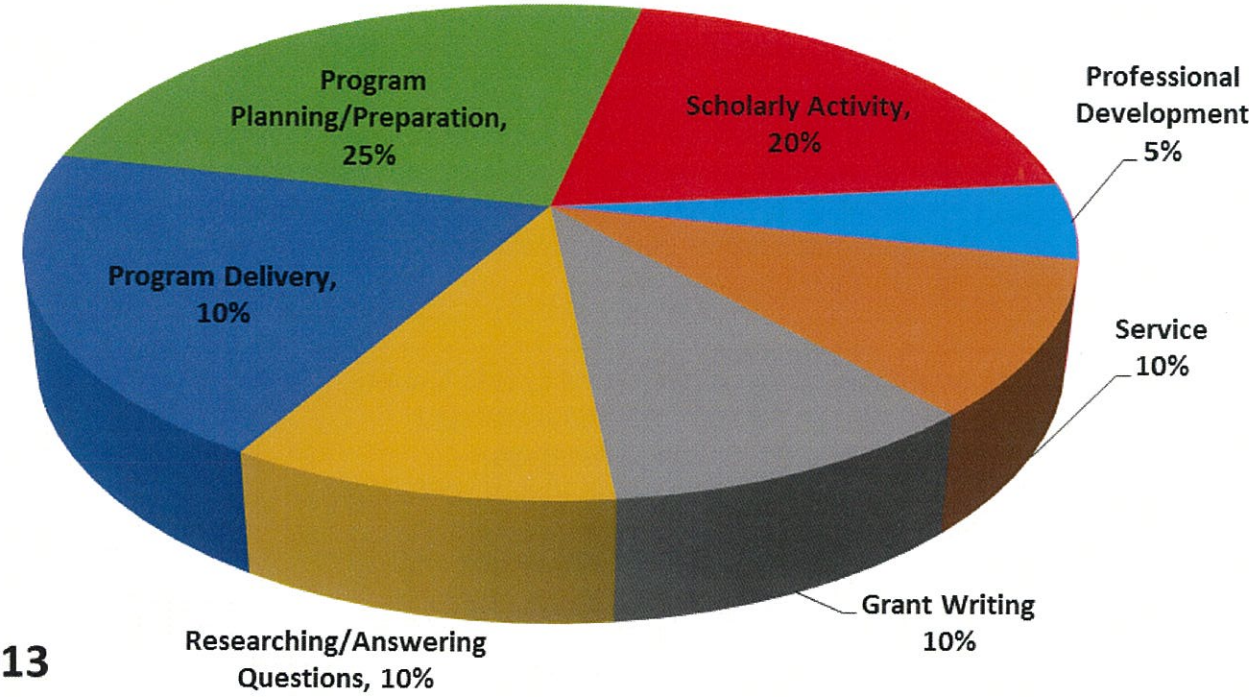
The agent shall work with Master Gardeners and other groups in Gila County, including youth, providing leadership and expertise through training and coordination of volunteer activities. The agent shall work with target audiences identified through local needs and planning assessments in solving problems, utilizing new technology and information in natural resource management, climate, water issues, fire mitigation, noxious weed education and other areas.

The agent is expected to keep current in his area of responsibility and transfer appropriate research based information and technology to clientele via publications, educational programming, or the media.

The agent is also expected to comply with all Civil Rights mandates and actively solicit participation from under-represented groups in Extension programming.

Time Budget for Extension Agents

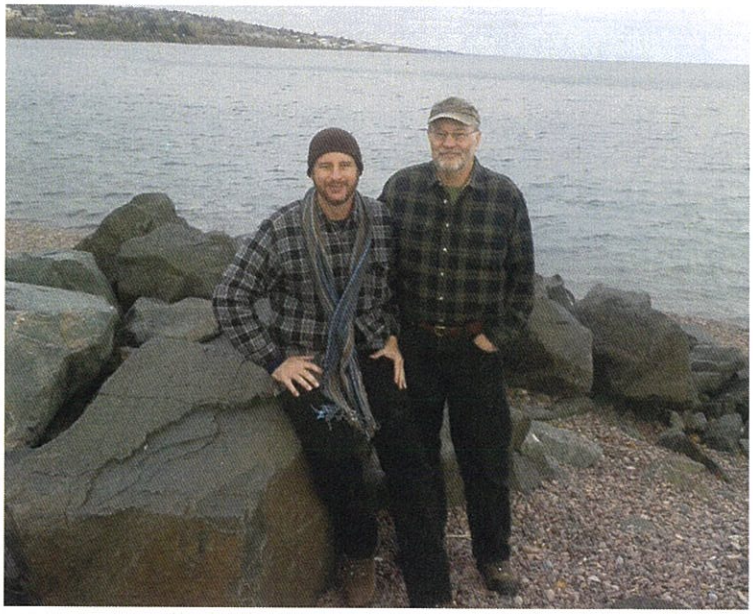
Chris Jones, County Extension Agent, Agriculture & Natural Resources



2013

Grants Awarded in 2013

In 2013, Chris led or contributed significantly to the acquisition of $38,353 in grant money for conducting programs and publication development.



Chris Jones and Mike Kroenke at Lake Superior during one of the tours for the National CSI Conference in Minnesota. Photo by Valerie Barber.

Publications

Chapter

Gibson, R., C. Jones, and J. Schalau. 2014. *Vertebrate Pests.* Arizona Master Gardener Manual Revised. University of Arizona CALS Press. Tucson, AZ. 60 pp. (Submitted).

Professional Journal

Apel, M., C. Jones and D. McDonald. 2013. *The Accidental Sustainability Agent.* Journal of Sustainability Education.

http://www.jsedimensions.org/wordpress/content/the-accidental-sustainability-agent_2013_02/

Jones, C. and M. Lenart. 2014. *Forestry Professionals and Extension Educators vs. Climate Change: Implications for Cooperative Extension Programming.* Journal of Extension [Online]. (Accepted.)

Lenart, M. and C. Jones. 2014. *Perceptions on climate change influence willingness to undertake forestry adaptation and mitigation.* Journal of Forestry. (Under 2nd review).

Fact Sheet

Jones, C. and J. Kelly. 2013. *Pines (Pinaceae) of Arizona.* University of Arizona CALS Cooperative Extension. AZ#1584. 48 pp.

Jones, C.K. 2013. *Tent Caterpillars.* eXtension Climate, Forests and Woodlands Community of Practice. 4pp.

Jones, C.K. 2014. *Fall Webworms of Arizona.* University of Arizona Cooperative CALS Extension. 11pp. (Accepted).

Jones, C.K. 2014. *Invasive, non-native thistles of Arizona.* University of Arizona CALS Cooperative Extension. 10 pp. (Submitted.)

Website

Lenart, M., C. Jones, V. Barber, A. Grotta, M. Crimmins, C. Schnepf, H. Smith, K. Sullivan and E. Taylor. 2013. *eXtension: Forests, Woodlands and Climate Community of Practice.* http://extension.org/climate_forests/woodlands 300+pp.

Abstract

Jones, C.K., M.B. Apel, M. Blodnik, R. Brain, C. Elliott, J. McDonnell and B. Schmitt. 2013. *Communicating Climate and Sustainability Issues through Extension Programming.* Proceedings of the Joint Council of Extension Professionals Galaxy IV Conference. Pittsburgh, PA 1p.

Jones, C.K. 2013. *The ANREP Climate Science Initiative: Building Successful Collaborations.* Proceedings of the Joint Council of Extension Professionals Galaxy IV Conference. Pittsburgh, PA 1p.

Invited Speaker

Jones, C.K., M.B. Apel, M. Blodnik, R. Brain, C. Elliott, J. McDonnell and B. Schmitt. 2013. *Communicating Climate and Sustainability Issues through Extension Programming.* Joint Council of Extension Professionals Galaxy IV Conference. Presented at Pittsburgh, PA.

Jones, C.K. 2013. *The ANREP Climate Science Initiative: Building Successful Collaborations.* Joint Council of Extension Professionals Galaxy IV Conference. Presented at Pittsburgh, PA.

2014 Plan of Work: Focus Areas
Chris Jones

An organic field in Tumacacori at Avalon Organic Gardens and Eco-village. Photo by Tara Celentano.

Home Horticulture

- Teach Master Gardener class for school teachers to encourage development of school gardens.
- Teach Master Gardener class in Payson, Fall 2014.
- Assist in the reorganization of Master Gardener Association to establish a community working group model.
- Provide continued support for the Globe-Miami Farmers' Market.
- Acquire and supervise a new UA Green Fund Student Sustainability Extern to assist with the farmers' market and other related outreach activities, Summer 2014.

Climate Change, Sustainability & Natural Resources

- Provide leadership for the Environment and Sustainability Signature Program Team
- Seek to reestablish and lead Extension Natural Resources Signature Program Team.
- Teach Master Watershed Stewardship course in Payson, Fall 2014.
- Provide leadership for the ANREP Climate Science Initiative.
- Divest leadership role for the eXtension Community of Practice on Climate, Forests and Woodlands.
- Carry peer-reviewed article on the Climate and Forests Survey results to publication.
- Carry peer-reviewed factsheets on thistles and webworms to publication.

Forest Health & Firewise

- Work with Gila County fire departments and other partners as needed to offer fire mitigation education throughout the county.

Riparian Areas & Grazing Systems Program

- Assist area animal science agent as requested for program development and delivery.

Sabrina Tuttle, Ph.D.
Extension Agent, Agriculture/Natural Resources & 4-H Youth Development—San Carlos Office

Faculty Rank: Associate Agent/Assistant Professor

Photo by Juan Arias.

This position provides educational programs and practical information to the residents of the San Carlos Apache Reservation. The program areas are agricultural production, natural resource management and 4-H youth development. Approximately 50% of the agent's time will be spent in agriculture and natural resource programming and 50% in the 4-H youth development programming. The agent also serves as Assistant Professor in the Department of Agricultural Education, where she is affiliate faculty, and performs instructional and research activities, linked to her extension experience.

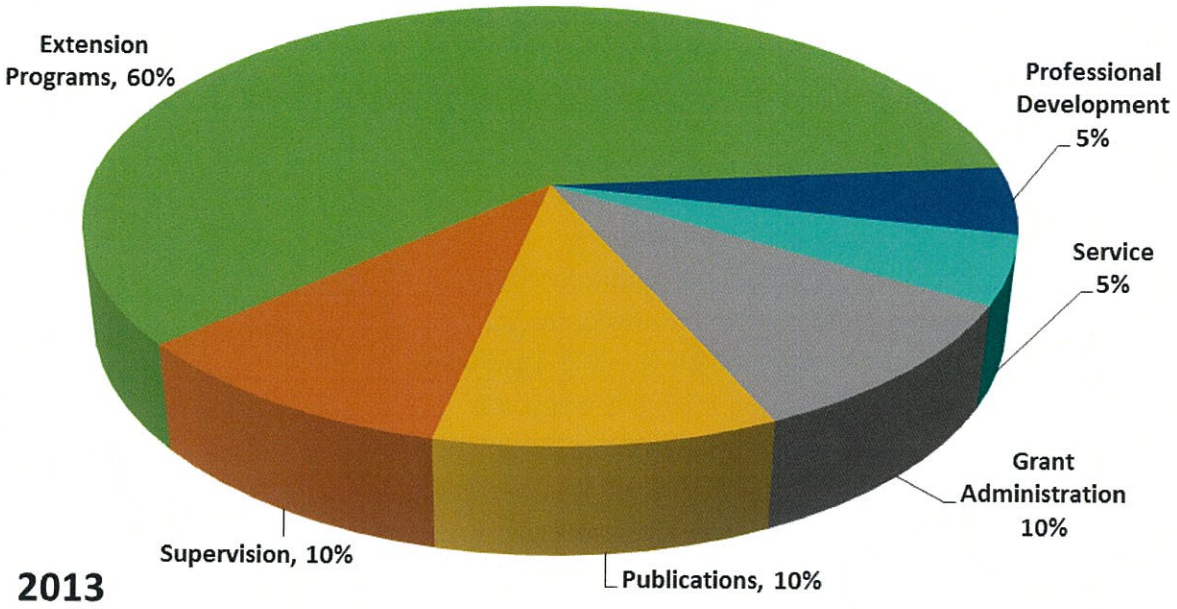
Through information from applied, translational research and needs assessments, the agent caters educational programs to the cultural characteristics of the Native American community. She provides practical information to the people on the San Carlos Apache reservation on the topics of animal production (primarily cattle and horse) and range management through workshops and technical assistance. She teaches gardening and nutrition education with both youth and adults, collaborating with others in doing so. The office also helps to organizes 4-H Clubs in steer, horse, gardening and archery. Another area she covers is Natural Resources, where she collaborates the Tribal Forestry in the Natural Resources Practicum camp.

The Agent conducts Agricultural Education and Extension research and publication at regional, state, national, and international levels. She also performs occasional instructional duties as a guest speaker or intern supervisor for the Department of Agricultural Education as requested.

The agent develops an Extension advisory committee which will give direction on critical issues for program development. These issues include economic development of the 5 Cattle Associations and 2 Tribal ranches, as well as providing youth with career orientation, leadership, and also gardening and nutrition skills to combat diabetes. The advisory committee consists of community members, Tribal agency personnel, 4-H volunteer leaders and school personnel. The agent involves Tribal leadership, the Extension Advisory Committee, commodity groups, tribal, state, and federal agencies, county Extension staff and clientele in program planning and methods to evaluate program effectiveness. The agent uses qualitative methods such as appreciative inquiry and focus groups, as well as short surveys and individual interviews to plan and evaluate. She also identifies and develops a core of volunteers, collaborators, and cooperators. School teachers and principals, 4-H leaders, tribal agency personnel, and UA Extension specialists, administrators, and agents all assist with the reservation extension program to expand programs. The agent strives to maintain technical competence in agricultural, youth development, and natural resources subject matter relative to San Carlos Apache Reservation's needs.

Time Budget for Extension Agents

Sabrina Tuttle, Area Extension Agent, San Carlos



Grants Awarded in 2013

In 2013, Sabrina led or contributed significantly to the acquisition of $80,552 for the San Carlos Nutrition, Obesity and Physical Activity Grant as a sub-contractor to the United Way of Tucson for the First Things First San Carlos Region.

First Things First program preschoolers planting with Juan Arias at San Carlos Youth Home. Picture author unknown.

Publications

Publications

Peer Reviewed Journal Abstract

Tuttle, S.L., Waits, J.O., Martinez, C.L., Benally, J.Y., Livingston, M.R., Alden, E.A., and L. Masters, (2013). .*Overcoming Barriers to Participatory Extension and Development.* Journal of the Association of International Agriculture and Extension Education, 20(2). https://www.aiaee.org/vol-202-summer-13.html

Editorially Reviewed Periodical Article

Tuttle, S.L.(2013). *The history of immigration and demographic trends in the Western United States*. Rural Connections: A Publication of the Western Rural Development Center, 1(8). http://wrdc.usu.edu/files/publications/publication/pub__2846540.pdf

Newsletter

Tuttle, S.L. and S. Dillon. (2013, July). Cattle and Horse News. San Carlos Apache Reservation Cooperative Extension.

Conference Poster Presentations

Tuttle, S.L., Livingston, M.R., Benally, J.Y., Waits, J.O., & Martinez, C.L. (in press). *Improving diets of youth and adults through nutrition and traditional food preparation education programs with four Native American reservation programs.* Poster presentation at the Association of International Agricultural Extension Education conference, April 27, 2014, Miami, Florida.

Tuttle, S.L., Livingston, M.R., Alden, E.A., Moore, G. Martinez, C.L. (in press) Gardens that withstand the test of time—Sustainable traditional and conventional extension projects on four Native American reservations in Arizona/New Mexico. Poster presentation at the Association of International Agricultural Extension Education Conference, April 27, 2014, Miami, Florida.

2014 Plan of Work: Focus Areas
Sabrina Tuttle

Extension

San Carlos Cattle and Range Program

1. Complete series of Ranch Financial Management and Restocking workshops, #2 and #3 in the series.

2. Conduct two Horse Training workshops, and help Fred Wesley and others plan and write a request to the San Carlos Apache Tribal Council on establishing a series of ranch sorting and penning activities with youth and adults.

4-H Youth Development

1. The Agent will continue with Junior Master Gardener classes at 4 locations; work with the San Carlos Juvenile Rehabilitation/Detention Center and Boys and Girls Club to make displays about their gardens for exhibit at community locations. The Agent will establish a new garden area at the San Carlos Skill Center.

2. The Agent and other Extension faculty will survey statewide Extension faculty on how they evaluate gardening programs with adults and youth, and will develop common qualitative and quantitative evaluation instruments that will help to show the outcomes and impacts of gardening programs.

3. The Agent will recruit 4-H leaders and members and establish at least one club per year.

Family and Consumer Science

1. Instructional Specialist will recruit 2 more home childcare locations for the First Things First preschool program, and maintain current program.

2. The Agent and Instructional Specialist will document First Things First program successes and exhibit/publish them in the community, state, nation and world.

3. The Agent will seek another grant for school/preschool audiences with the Instructional Specialist, such as SNAPED nutrition or Brain Builders.

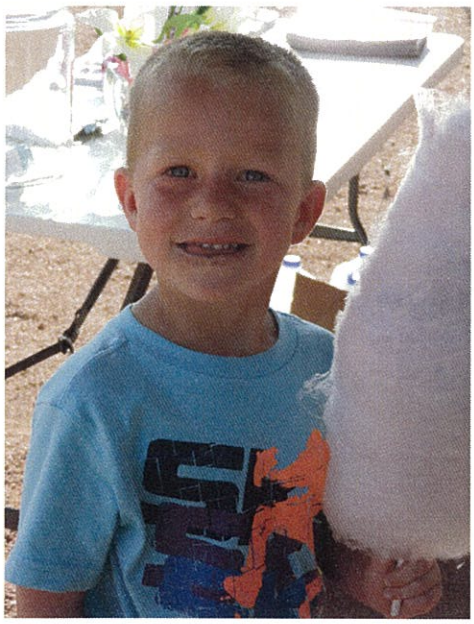
Photo by Juan Arias.

Sights and Scenes of Cooperative Extension at Work

Gila County 4H Program

Above: "School kids day at the Fair is a favorite for both exhibitors and attendees. Right: Approximately 1000 kids from all areas attend the fun filled day!" Small stock projects and showmanship are a favorite throughout the county.

"Numerous clinics and practices were held throughout the county resulting in top livestock project production. 4-H members learn by doing.



4-H is not only about wearing the green and white but making lifelong friends and memories!

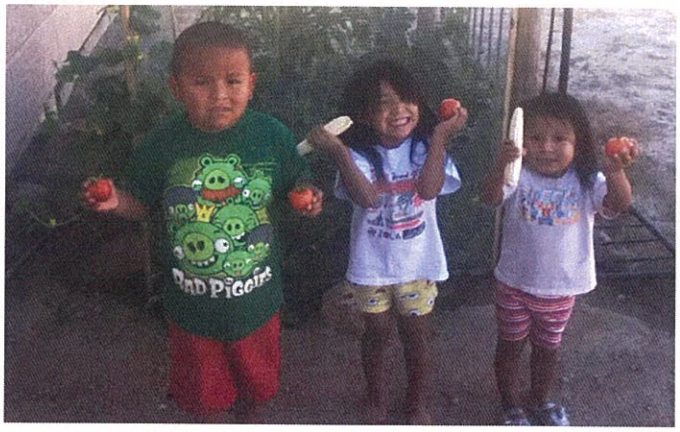
"The petting zoo is provided during the fair for children both young and old."

First Things First program preschool gardeners watering transplants at Apache Childcare. Photo by Juan Arias.

Dr. Tuttle teaching Junior Master Gardener class at Boys and Girls Club . Photo by Juan Arias.

San Carlos Alternative School garden prepped and planted. Photo by Juan Arias.

First Things First program preschool gardeners handling earthworms at Apache Childcare. Photo by Juan Arias.



Preschool youth in the First Things First gardening, nutrition, literacy, and physical activity program. Photo by Juan Arias.

Globe-Miami Farmer's Market

Brianna Ortega was the Farmer's Market Extern for the Gila County Extension Office for the 2013 season. Photo by Tara Celentano.

Farmer's Market vendor, the "Rustic Bar", sells handmade soaps using all-natural ingredients. Photo by Tara Celentano.

Left, close-up of the organic cherry tomatoes from Margaret Greenwood's Garden.

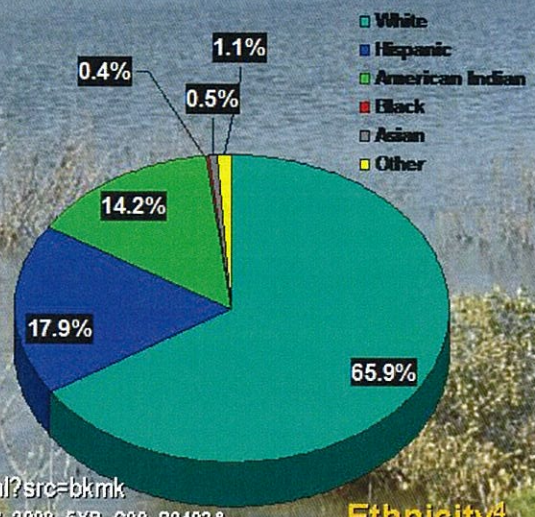
Right, Vendor, Margaret Greenwood, from the Trellised Gardens, shows off her early June harvest on the first day of the 2013 Farmer's Market Season. Photos by Tara Celentano.

Gila County Demographics

Median Household Income	$37,905
Percentage below Poverty	20.7%
Unemployment[1]	10.0%
No Health Insurance (18-64)[2]	16.5%
Least Healthy of 15 AZ Counties[3]	
High School Grad or >	83.5%
Bachelors Degree or >	14.5%

Gila County Employment[5]

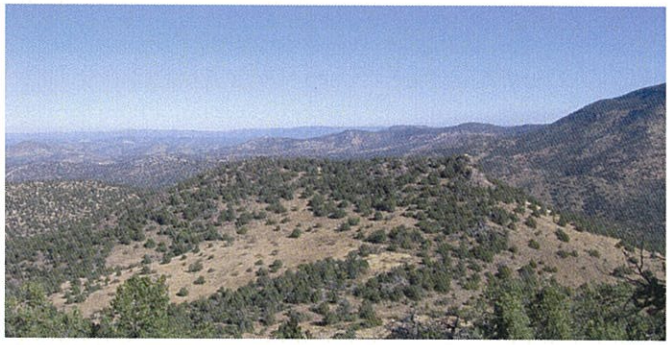
Health Care/Social Asst.	12.3
Retail Trade	11.9
Construction	10.1
Public Administration	10.1
Accommodation/Food Svc.	8.0
Mining	7.7
Education	7.6
Arts/Entertainment/Rec	4.7
Real Estate	3.5
Professional/Scientific	3.3
Finance/Insurance	1.6
Agriculture/Forestry/Hunt	1.4



Ethnicity[4]

[1]http://www.econstats.com/blsla/la_az_ur_y.htm
[2]http://www.census.gov/did/www/sahie/data/index.html
[3]http://www.countyhealthrankings.org/arizona/gila
[4]http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk
[5]http://factfinder.census.gov/servlet/STTable?_bm=y&-state=st&-context=st&-r_name=ACS_2009_5YR_G00_S2403&-ds_name=ACS_2009_5YR_G00_&-tree_id=5309&-redoLog=true&-_caller=geoselect&-geo_id=05000US04007&-format=&-_lang=en

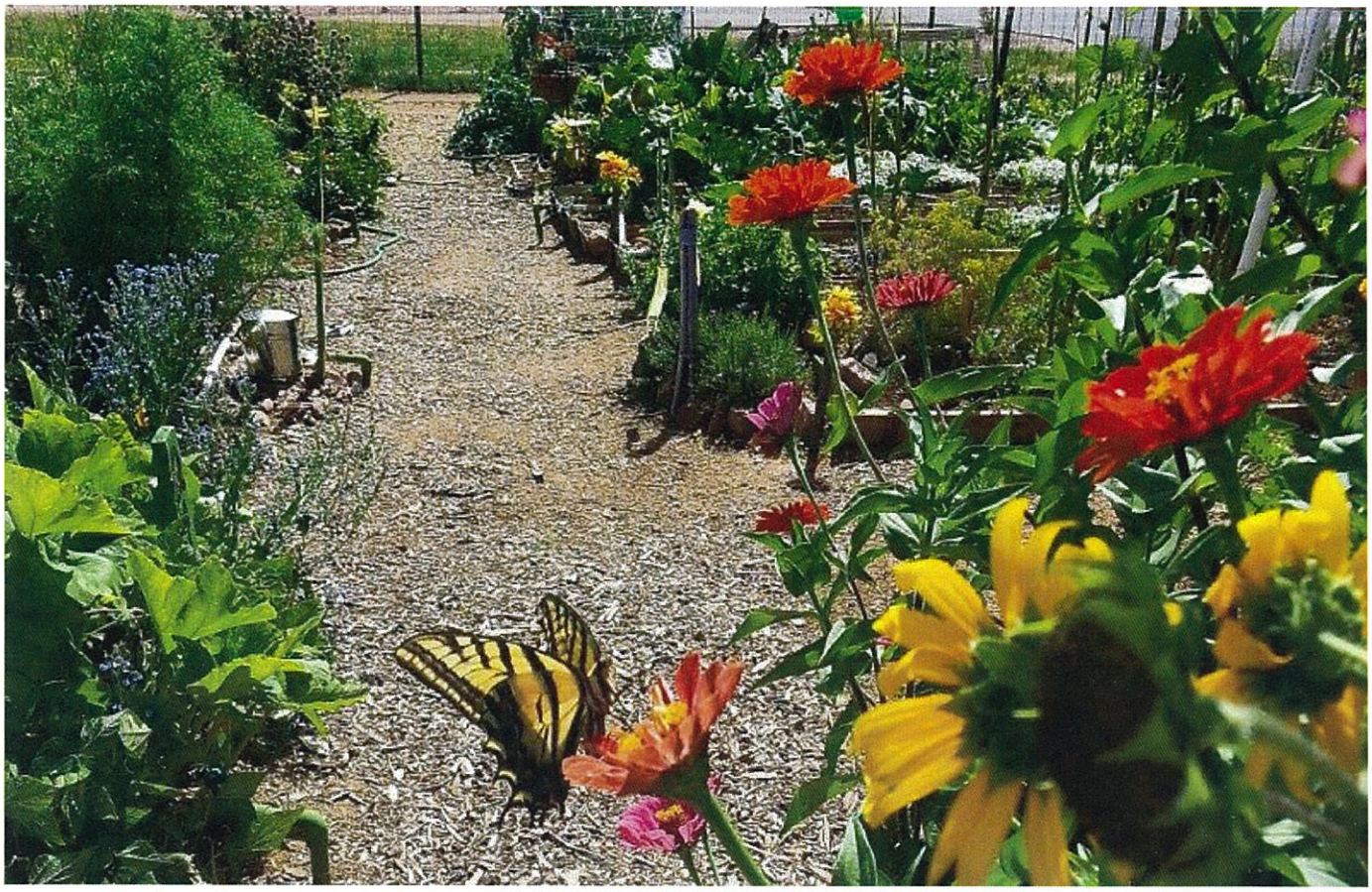
Mount Turnbull Academy Alternative School preparing garden for planting. Photo by Juan Arias.



Coffeepot Pasture on the 76 Ranch.

Amy and Shea Wills assist with range monitoring on the Potato Butte Ranch.

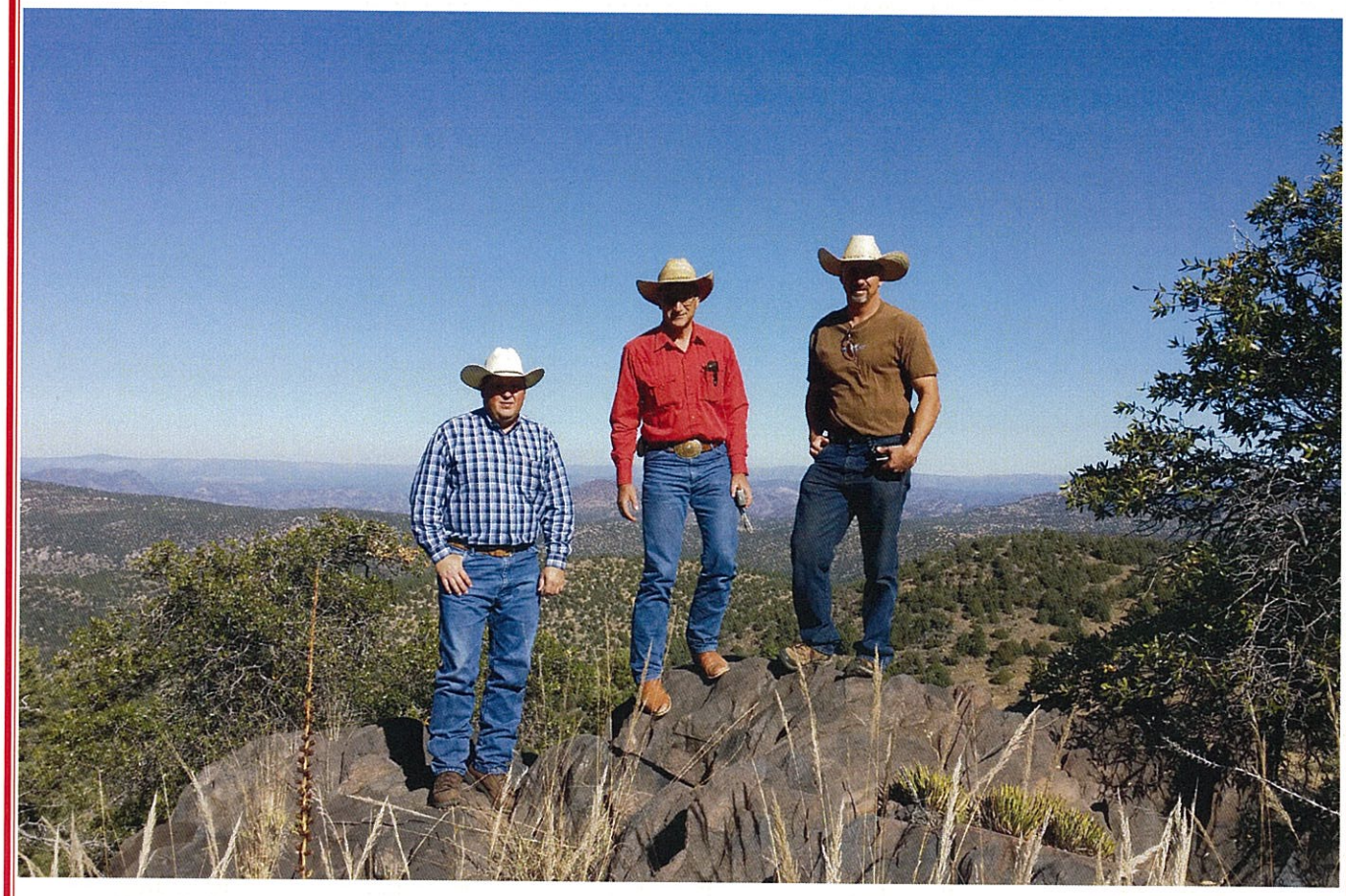
Teri James and Londa Ortega are the SNAPEd Instructional Specialists for Gila County.



The Payson Community Garden boasts 200 active gardening plots and the region's largest pumpkin patch. All participating gardeners are requested to donate 20% of what they grow to the local food bank. In the past three years, they donated over 20,000 pounds. Agent Chris Jones provides gardening education, technical support and troubleshooting for the garden. Photo by Anita Barker.

Several varieties of tomatoes were available for purchase at the 2013 Globe-Miami Farmer's Market. Photo by Tara Celentano.

Gila County Range Monitoring Program



Byron Lambeth (NRCS), Jim Sprinkle, and Tad Neal (76 Ranch) obtain a birds eye view while looking for a new key area for monitoring in the Coffeepot pasture.

Sycamore tree in Gun Creek on the 76 Ranch.

Students from Winslow High School engage in hands on learning at Padre Canyon Ranch near Flagstaff.

Issued in furtherance of Cooperative Extension work, acts of May 8 and June 30, 1914 in cooperation with the U.S. Department of Agriculture, Jeffrey Silvertooth, Director Cooperative Extension, College of Agriculture & Life Sciences, The University of Arizona. The University of Arizona is an equal opportunity, affirmative action institution. The University does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, veteran status, or sexual orientation in its programs and activities.

ARF-2562 **Regular Agenda Item 3. A.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Submitted For: Eric Mariscal, Elections Director

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

Department: Elections Department

Information

Request/Subject

Pine-Strawberry Water Improvement District Board's Official Canvass of May 20, 2014, Election Results

Background Information

The Gila County Elections Department conducted a Special Election on May 20, 2014, for the Pine-Strawberry Water Improvement District (PSWID).

A.R.S. §16-642 (A) states, *"The governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election."*

At present, the Gila County Board of Supervisors acts as the PSWID Board of Directors.

Evaluation

The PSWID Board of Directors needs to canvass the May 20, 2014, Special Election results and declare the results official in order to comply with the requirements of A.R.S. §16-642 (A).

Conclusion

The Gila County Elections Department has provided the PSWID Board of Directors with a certified copy of the official canvass of the PSWID Special Election held on May 20, 2014, of which the PSWID Board of Directors needs to declare the election results official.

Recommendation

It is recommended that the PSWID Board of Directors canvass the election results of its May 20, 2014, Special Election, and declare the results official.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Pine-Strawberry Water Improvement District Board of Directors.)
Information/Discussion/Action to canvass the election results of the Pine-Strawberry Water Improvement District Special Election held on May 20, 2014, in Gila County, Arizona, and declare the results official. **(Eric Mariscal) (Motion to adjourn as the Pine-Strawberry Water Improvement District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

Attachments

PSWID 5-20-14 Election Results

A.R.S. 16-642

CANVASS OF ELECTION RESULTS

PINE STRAWBERRY WATER IMPROVEMENT DISTRICT

SPECIAL ELECTION

MAY 20, 2014

GILA COUNTY, ARIZONA

GILA COUNTY, ARIZONA

PINE STRAWBERRY WATER IMPROVEMENT DISTRICT SPECIAL ELECTION
MAY 20, 2014

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  DETAIL ALL RACES
- PROVISIONAL BALLOTS
  REJECTION SUMMARY

VOTER TURN-OUT

PINE STRAWBERRY WATER IMPROVEMENT DISTRICT

- DISTRICT VOTER TURNOUT
- CANDIDATE RANKING

GILA COUNTY ARIZONA

PINE STRAWBERRY WATER IMPROVEMENT DISTRICT SPECIAL ELECTION

MAY 20, 2014

PSWID VOTER TURNOUT

DISTRICT	NO. REG. VOTERS	TOTAL BALLOTS TABULATED	% TURNOUT
PSWID	2,316	1,054	45.5%

CANDIDATE RANKING

ELECT SEVEN

CANDIDATE	RANKING	TOTAL VOTES RECEIVED
BAGSHAW	6	763
BROCK	2	845
JAMES	3	820
MCNEELEY	5	789
RANDALL	1	863
SCHWALM	8	623
SMITH	7	705
WEEKS	4	805

TOTAL BALLOTS

ELECTION RESULTS DETAIL ALL RACES

Election Summary Report
CONSOLIDATED ELECTION
Pine/Strawberry Water District
May 20, 2014
Summary For Jurisdiction Wide, All Counters, All Races
Unofficial Results

Registered Voters 2316 - Cards Cast 1054 45.51%

Num. Report Precinct 3 - Num. Reporting 3 100.00%

Pine-Strawberry Water Dist.	Total	
Number of Precincts	3	
Precincts Reporting	3	100.0 %
Times Counted	1054/2316	45.5 %
Total Votes	6227	
BAGSHAW, LAWRENCE F	763	12.25%
BROCK, RUSSELL	845	13.57%
JAMES, RICHARD	820	13.17%
MCNEELEY, TRENT	789	12.67%
RANDALL, PAUL	863	13.86%
SCHWALM, SAM	623	10.00%
SMITH, DON	705	11.32%
WEEKS, TOM	805	12.93%
Write-in Votes	14	0.22%

PROVISIONAL BALLOTS

REJECTION SUMMARY

GILA COUNTY, ARIZONA

PINE STRAWBERRY WATER IMPROVEMENT DISTRICT SPECIAL ELECTION

MAY 20, 2014

PROVISIONAL BALLOT REJECTION SUMMARY

PINE STRAWBERRY WATER IMPROVEMENT DISTRICT

PRECINCT PSWID	TOTAL PROVISIONALS	REJECTED	VERIFIED FOR TABULATION	NOTES
RESIDENT	9	0	9	
NON RESIDENT	4	0	4	
TOTAL	13	0	13	

REJECTION REASONS:

(0) NOT REGISTERED

(0) EARLY BALLOT / MULTIPLE BALLOTS

(0) WRONG PRECINCT/JURISDICTION

(0) NO IDENTIFICATION

(0) NO SIGNATURE

(0) SIGNATURE DOES NOT MATCH

(0) INCOMPLETE AFFIDAVIT

(0) EMPTY AFFIDAVIT

(0) TOTAL REJECTIONS

16-642. Canvass of election; postponements

A. The governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.

B. The governing body of a special district as defined in title 48 shall present to the board of supervisors a certified copy of the official canvass of the election at the next regularly scheduled meeting of the board of supervisors. For purposes of contesting a special district election as described in section 16-673, the canvass is not complete until the presentation to the board of supervisors is made.

C. If, at the time of the meeting of the governing body, the returns from any polling place in the election district where the polls were opened and an election held are found to be missing, the canvass shall be postponed from day to day until all the returns are received or until six postponements have been had.

ARF-2544 **Regular Agenda Item 3. B.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Submitted For: Eric Mariscal, Elections Director

Submitted By: Cate Gore, Administrative Clerk, Elections Department

Department: Elections Department

Information

Request/Subject

Official Canvass of the Pine-Strawberry Water Improvement District's May 20, 2014, Special Election Results.

Background Information

The Gila County Elections Department conducted a Special Election on May 20, 2014, for the Pine-Strawberry Water Improvement District (PSWID).

Under item 3A of the May 27, 2014, Board of Supervisors' meeting agenda, the PSWID convened to canvass the election results of the PSWID's May 20, 2014, Special Election at which time the election results were declared official. (At present, the Gila County Board of Supervisors acts as the PSWID.)

Evaluation

A.R.S. § 16-642(B) states, "*The governing body of a special district as defined in title 48 shall present to the board of supervisors a certified copy of the official canvass of the election at the next regularly scheduled meeting of the board of supervisors. For purposes of contesting a special district election as described in section 16-673, the canvass is not complete until the presentation to the board of supervisors is made*."

The Board of Supervisors needs to canvass the election results of the PSWID's May 20, 2104, Special Election and declare the results official in order to be in compliance with the Arizona Revised Statutes.

Conclusion

The Elections Department has provided the Board of Supervisors with a certified copy of the official canvass of the PSWID Special Election held on May 20, 2014, of which the Board of Supervisors needs to declare the election results official.

Recommendation

The Elections Director recommends that the Board of Supervisors canvass the election results of the PSWID's May 20, 2014, Special Election and declare the election results official.

Suggested Motion

Information/Discussion/Action to canvass the election results of the Pine-Strawberry Water Improvement District Special Election held on May 20, 2014, in Gila County, Arizona and declare the results official. **(Eric Mariscal)**

Attachments

PSWID 5-20-14 Election Results

A.R.S. 16-642

CANVASS OF ELECTION RESULTS

PINE STRAWBERRY WATER IMPROVEMENT DISTRICT

SPECIAL ELECTION

MAY 20, 2014

GILA COUNTY, ARIZONA

GILA COUNTY, ARIZONA

PINE STRAWBERRY WATER IMPROVEMENT DISTRICT SPECIAL ELECTION
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GILA COUNTY ARIZONA

PINE STRAWBERRY WATER IMPROVEMENT DISTRICT SPECIAL ELECTION

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Unofficial Results

Registered Voters 2316 - Cards Cast 1054 45.51%

Num. Report Precinct 3 - Num. Reporting 3 100.00%

Pine-Strawberry Water Dist.	Total	
Number of Precincts	3	
Precincts Reporting	3	100.0 %
Times Counted	1054/2316	45.5 %
Total Votes	6227	
BAGSHAW, LAWRENCE F	763	12.25%
BROCK, RUSSELL	845	13.57%
JAMES, RICHARD	820	13.17%
MCNEELEY, TRENT	789	12.67%
RANDALL, PAUL	863	13.86%
SCHWALM, SAM	623	10.00%
SMITH, DON	705	11.32%
WEEKS, TOM	805	12.93%
Write-in Votes	14	0.22%

PROVISIONAL BALLOTS

REJECTION SUMMARY

GILA COUNTY, ARIZONA

PINE STRAWBERRY WATER IMPROVEMENT DISTRICT SPECIAL ELECTION

MAY 20, 2014

PROVISIONAL BALLOT REJECTION SUMMARY

PINE STRAWBERRY WATER IMPROVEMENT DISTRICT

PRECINCT PSWID	TOTAL PROVISIONALS	REJECTED	VERIFIED FOR TABULATION	NOTES
RESIDENT	9	0	9	
NON RESIDENT	4	0	4	
TOTAL	13	0	13	

REJECTION REASONS:

(0) NOT REGISTERED

(0) EARLY BALLOT / MULTIPLE BALLOTS

(0) WRONG PRECINCT/JURISDICTION

(0) NO IDENTIFICATION

(0) NO SIGNATURE

(0) SIGNATURE DOES NOT MATCH

(0) INCOMPLETE AFFIDAVIT

(0) EMPTY AFFIDAVIT

(0) TOTAL REJECTIONS

16-642. Canvass of election; postponements

A. The governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.

B. The governing body of a special district as defined in title 48 shall present to the board of supervisors a certified copy of the official canvass of the election at the next regularly scheduled meeting of the board of supervisors. For purposes of contesting a special district election as described in section 16-673, the canvass is not complete until the presentation to the board of supervisors is made.

C. If, at the time of the meeting of the governing body, the returns from any polling place in the election district where the polls were opened and an election held are found to be missing, the canvass shall be postponed from day to day until all the returns are received or until six postponements have been had.

ARF-2512 **Regular Agenda Item 3. C.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Submitted For:	Adam Shepherd, Sheriff	Submitted By:	Sarah White, Chief Administrative Officer, Sheriff's Office
Department:	Sheriff's Office		
Fiscal Year:	2013	Budgeted?:	No
Contract Dates Begin & End:	November 4, 2013 through May 24, 2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Intergovernmental Agreement between Young Elementary District and the Gila County Sheriff's Office for a School Resource Officer.

Background Information

The Young Elementary District submitted the 2012-School Safety Program Competitive Application for a School Resource Officer on June 1, 2011, and it was not selected for funding during the competitive selection process. District Superintendent Linda Cheney was contacted in October 2013, and notified that the Young Elementary District would receive partial funding for the remaining performance period of November 2013 through May 2014.

Evaluation

The Young Elementary District received partial funding for the 2012-School Safety Program for one (1) School Resource Officer for the performance period of November 4, 2013, through May 24, 2014.

Conclusion

The Gila County Sheriff's Office will provide one (1) School Resource Officer to the Young Elementary District and be reimbursed for salary and ERE for that officer for a performance period of November 4, 2013, through May 24, 2014.

Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors approve the Intergovernmental Agreement between the Young Elementary District and the Gila County Sheriff's Office for one (1) School Resource Officer for a performance period of November 4, 2013, through May 24, 2014.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement between the Young Elementary District and the Gila County Sheriff's Office for a School Resource Officer for a performance period of November 4, 2013, through May 24, 2014. **(Mike Johnson)**

Attachments

Intergovernmental Agreement

Legal Explanation

INTERGOVERNMENTAL AGREEMENT
BETWEEN
YOUNG ELEMENTARY DISTRICT
AND
GILA COUNTY SHERIFF'S OFFICE
FOR
SCHOOL RESOURCE OFFICER

This Intergovernmental Agreement ("Agreement") is between Gila County Sheriff's Office, a political subdivision of the State of Arizona ("County") and the Young Elementary School District, a political subdivision of the State of Arizona ("District").

RECITALS

WHEREAS, the District desires the County to assign a police officer to the District to provide certain services as a School Resource Officer, or to assist in the development and implementation of a school safety program and a law related education program (referred to collectively as the "School Safety Program"), or both, and the County is willing to assign an officer to the District for such purposes under the terms and conditions of this Agreement; and

WHEREAS, the District is authorized by A.R.S. § 15-342(13), A.R.S. § 11-952, and the approval of its governing board to enter into this Agreement and the COUNTY is duly authorized to enter into this Agreement under A.R.S. § 11-952; NOW, THEREFORE;

DISTRICT and COUNTY agree as follows:

Agreement

1) **Assignment:** The County shall assign a total of one (1) police officer to the District seven (7) days prior to the commencement of the school year until the end of that school year to perform services as follows:

   One (1) Police Officer assigned as School Resource Officer and School Safety Program

2) Relationship of Parties:

a) The County shall have the status of an independent contractor for the purposes of this Agreement. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind of the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the District to accomplish the goals of this Agreement is a County employee and that no rights under the County's civil service, retirement, or personnel rules accrue to such person.

b) The police officer assigned to the District shall be considered employees of the County and shall be subject to its control and supervision. The assigned officer will be subject to current procedures in effect for Gila County Sheriff's Officer's, including attendance at all mandated training and testing to maintain state peace officer certification. The assigned police officer shall fulfill their duties as law enforcement officers for the State of Arizona. The District shall not interfere with the assigned police officer's duties as a sworn law enforcement officer.

c) The County understands that the District is responsible for the safety of students on campus during the school day. If the district receives information indicating that any officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct, the District will immediately provide such information to the County. If the County receives information from any creditable source indicating that any officer assigned to perform services for the District may have engaged in unprofessional, illegal, or immoral conduct that would affect the officers' ability to safely and/or professionally perform duties for the District, the County will immediately provide such information, as allowed by law, to the District.

d) If the alleged unprofessional, illegal, or immoral conduct might affect the officer's ability to safely and/or professionally perform duties for the District, the County will immediately remove the officer from the District and reassign the officer in accordance with County policies and procedures to allow the County and/or District to investigate the allegations. The County agrees to assign a replacement officer to provide services to the District under this Agreement. If a replacement officer cannot be provided, the District will be credited for each day an officer is not assigned to the campus. The District, at its sole discretion, may refuse the assignment to the District of any officer who has been removed from the District because of allegations of unprofessional, illegal, or immoral conduct.

e) The County shall be responsible for the police officer's compensation on the days school is not in session and the officer is not at the assigned school. Unless the officer's absence is due to attendance at an off campus activity at the schools request, activity stemming from action taken by the officer while in service of the District, including attendance at Court, or if the officer is working an alternative work schedule as agreed upon by the County and the District.

3) **Costs and Payment:**

a) The District agrees to pay the County the officer's salary and employee related expenses for the services provided by the County under this Agreement.

b) School Resource Officer (SRO) must seek approval from the Principal or Designee and the appropriate Gila County Sheriff's Office supervisor before working on SRO-related overtime (i.e. those matters pertaining to the school, its students, or its employees). The District shall pay 100% of any SRO overtime worked as a result of SRO-related functions. The County shall pay 100% of any SRO overtime that result from County-related functions. (i.e. those matters that do not involve the school, its students, or its employees). The SRO and County shall make every reasonable effort to ensure that SROs do not incur overtime costs in any given week.

c) Payments to the County from the District are due within thirty (30) days of the District's receipt of a monthly itemized invoice.

d) Each party will establish and maintain a budget according to its established rules and regulations.

4) **School Resource Officer's Responsibilities:**

a) A School Resource Officer shall have the following responsibilities:

I. Establish and maintain a professional working relationship with school officials.
II. Provide appropriate police and enforcement services at school.
III. Work cooperatively with school administrators and parents/guardians to identify students who exhibit high truancy rates.
IV. Investigate all reported child abuse incidents within the school. Attempt to identify abused or neglected students and use counseling, enforcement action, referral to Department of Economic Security Child Protective Services or any other legal means to attempt to change the conditions responsible for the abuse or neglect.
V. Take appropriate steps, including enforcement and reporting action, consistent with a police officer's duty, upon discovery of child abuse, drug use, or any other crime.
VI. Instruct a minimum of ninety (90) hours of classroom law related education per school year (forty-five (45) hours per semester).
VII. Prepare and maintain such records of their activities as are required by the District and the Gila County Sheriff's Office.

5) **School Safety Program; Duties and Responsibilities:**

a) The parties agree to participate in the School Safety Program as established by A.R.S. § 15-154 and as described more fully in the School Safety Program Guidance Manual, which is attached here as Exhibit A and incorporated into this Agreement by this reference.

b) Each party agrees to assume the roles and responsibilities assigned to that party by the School Safety Program Guidance Manual.

c) An Officer assigned to the School Safety Program for a 10 month school year shall have the following duties:

I. Establish liaison with school administrators, staff, students, and parents.
II. Inform students of their rights and responsibilities as lawful citizens through presentations or law-related education in the classroom. The officer shall complete ninety (90) hours of classroom law related education instruction per semester.
III. Network with community agencies that may, or do, provide services to the school.
IV. Act as a resource in the investigation of school related criminal activities.
V. Participate in Parent-teacher association as requested.
VI. Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
VII. Provide a visible deterrence to crime while resenting a positive impression of a law enforcement officer.
VIII. Provide information when requested to students, parents, and staff in law-related situations.
IX. Attend annual training provided by the Department of Educations, with all travel related expenses to be paid by the District as provided in the grant.
X. Maintain an activity log that tracks law related education classroom instruction, law enforcement activity and any situations that takes the officer off his or her assigned campus.
XI. Collaborate on the development of the safe school plan.

6) Time and Place of Performance:

a) The County will ensure that the police officer assigned to the District as the School Resource Officer will be available for duty at their assigned school 40 hours each week that school is in session during the term of this Agreement. Work schedules shall be a 4/10 or 5/8 based upon the needs of the specific site. The assigned officers will wear uniforms as authorized by the applicable Gila County Sheriff's Office Policies and Procedures.

b) The District will provide the police officers with an office at the officer's assigned school and such equipment and office supplies as is necessary for performance of the officer's duties, including a desk, chair, telephone, computer and email, and filing space capable of being secured.

7) Term and Termination: This Agreement shall commence upon acceptance by the Gila County Board of Supervisors and shall continue until May 24, 2014, unless otherwise terminated without cause by either party upon 30 days prior written notice.

8) **Status Meetings:** By mutual agreement, the parties may meet from time to time for purposes of discussing the status and conduct of the work being performed under this Agreement, and addressing any problems that have come to the parties attention and their views as to how such problems may be resolved, including amending the terms and conditions of this Agreement.

9) **Disposal of Property:** Upon termination of this Agreement, all property involved shall revert back to the owner. Termination will not relieve any party from liabilities or costs already incurred under this Agreement, or not affect ownership of property pursuant to this Agreement.

10) **Fingerprinting and Background Check:** The County represents and warrants that it will ensure that the officer assigned to perform services on district property pursuant to this Agreement will be fingerprinted and successfully complete a background check performed by the County before such assignment.

11) **Termination:** Pursuant to A.R.S. § 38-511, either party to this Agreement may terminate this Agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement is, or becomes at any time while the Agreement or an extension of the Agreement is in effect, an employee or a consultant to any other party to this Agreement with respect to the subject matter of the Agreement. The cancellation will be effective when the District or the County receives written notice of the cancellation unless the notice specifies a later time.

12) **Nonappropriation:** Each party recognizes that the performance by either party under this Agreement may be dependent upon the appropriation of funds to or by either party. Should either party fail to be appropriated or to appropriate the necessary funds, that party may terminate this Agreement as stated herein without further duty or obligation. Each party agrees to give notice to the other party as soon as reasonably possible after the unavailability of funds come to the party's attention.

13) **Compliance with Applicable Laws:** Each party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of federal, state, and local governments whether or not specifically referenced in this Agreement.

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

15) **Non-Discrimination:** Neither party shall discriminate against any employee of the other party or against the employees of the County's contractor(s) employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out each party's duties pursuant to this Agreement. Each party shall comply with the provisions of Executive Orders 75-5, as amended by Executive Order 99-4, which are incorporated into this Agreement and reference as if set forth in full herein.

16) **Workers Compensation:** During work on this Intergovernmental Agreement, employees of both the District and the County staff shall maintain their status respectively as District or County employees, but shall perform under the direction and authority of the either the County or District as designated in this Intergovernmental Agreement. Notwithstanding the foregoing, an employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this agreement, for the purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits that may accrue. Each party shall post a notice pursuant to the provisions of A.R.S. § 23-906 in substantially the following form:

> All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation.

17) **Notice of Dual Representation:** The parties to this Intergovernmental Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that it will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and its representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney representation of other parties to this Agreement.

18) **Notices:** Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

a) Notices to the District will be addressed and mailed as follows:

Linda Cheney, Superintendent
PO Box 390
Young, AZ 85554

b) Notices to COUNTY will be addressed and mailed as follows:

J. Adam Shepherd, Sheriff
Gila County Sheriff's Office
P.O. Box 311
Globe, AZ 85502

19) **Extensions and Amendments:** This document contains the entire agreement of the parties. Any change, modification, or extension of this Agreement must be in the form of a written amendment to this Agreement and signed by both parties. This Agreement may be extended as required by law for additional one-year periods by written amendment signed by both parties.

NOW THEREFORE, DISTRICT and the COUNTY agree to abide by the terms and conditions set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year specified below.

FOR AND ON BEHALF OF GILA COUNTY SHERIFF'S OFFICE

J. Adam Shepherd, Sheriff

4-22-14

Date

YOUNG ELEMENTARY DISTRICT

Linda Cheney, Superintendent

16 April 2014

Date

FOR AND ON BEHALF OF GILA COUNTY

Michael A. Pastor, Chairman
Board of Supervisors

Date

Michael McKinney, Board President

4-15-2014

Date

APPROVED AS TO FORM

Bryan Chambers
Deputy Attorney Principal
Gila County Attorney's Office

Date

Legal Counsel for Young Elementary District - Bryan Chambers

April 10, 2014

Date

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-2549 **Regular Agenda Item 3. D.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Submitted For:	Linda O'Dell, School Superintendent	Submitted By:	Linda O'Dell, School Superintendent, School Superintendent's Office
Department:	School Superintendent's Office		
Fiscal Year:	2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	07/01/2013-06/30/2014	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Distribution of FY2013-14 Secure Rural Schools and Communities Funds ('Forest Fees') - $50,000.00 to Roads and $1,419,776.59 to School Districts.

Background Information

The Secure Rural Schools and Community Self-Determination (SRSC) Act of 2000 was reauthorized for a four-year period in 2008 (PL-110-343) and reauthorized for an additional one year period in 2012. On October 2, 2013, Congress passed another one-year reauthorization of the Secure Rural Schools and Community Self-Determination Act (SRSC) as part of HR 527 Helium Stewardship Act.

The SRSC Act provides assistance to rural counties negatively affected by unrealized revenues from publicly held lands. Funds generated by Title I of the SRSC Act have been used for schools and roads - to create employment opportunities, to maintain current infrastructure and to improve the health of watersheds and ecosystems. Continued funding beyond this year's allocation is dependent on action by the U.S. Congress. Twenty percent of Gila County's total allocation goes to a regional Resource Advisory Committee for distribution; the remaining 80% of the Title I funds as represented in this agenda item are allocated to the Board of Supervisors for distribution and use by Roads and School Districts. The Gila County share of Federal FY2013 SRSC Act funding for Roads and School Districts in the amount of $1,469,776.59 was received by the Gila County Treasurer’s Office on April 15, 2014.

Evaluation

In each of the past four years (2010-2013), the Board of Supervisors has authorized the distribution of Title I SRSC Act funds for Gila County Roads and Schools as follows, upon recommendation of the Gila County Superintendent of Schools and County Management: $50,000 to Roads and the remainder to School Districts by a formula that provides a base amount for all districts and additional amounts based on forest acreage and student enrollment of each district.

SRSC Act Federal FY2013 funds in the amount of $1,469,776.59 were received by the Gila County Treasurer's Office April 15, 2014. In preparation for making a recommendation to the Board of Supervisors regarding distribution of these funds, the County School Superintendent discussed this item with County Management. School Districts have been advised that the County School Superintendent was recommending the use of the same general distribution formula used for the past four years. The proposed distribution schedule was provided to School Districts; feedback was favorable.

Conclusion

Gila County School Districts, County Management and the County School Superintendent are in agreement in the proposed recommendation to the Gila County Board of Supervisors for the distribution of $1,469,776.59 in funds received for the FY2013-14 school year as part of the Secure Rural Schools and Community Self Determination Act, namely $50,000.00 to Roads and $1,419,776.59 to Gila County School Districts.

Recommendation

The County School Superintendent and County Management recommend that the Board of Supervisors authorize the distribution of $1,469,776.59 in funds received for the FY2013-14 school year as part of the Secure Rural Schools and Communities Self Determination Act (as reauthorized through HR 527 Helium Stewardship Act), namely $50,000.00 to Roads and $1,419,776.59 to Gila County School Districts.

Suggested Motion

Information/Discussion/Action to approve the distribution of $1,469,776.59 of Gila County's Secure Rural Schools and Communities Funds (SRSC - 'Forest Fees') for FY2013-14 as follows: $50,000.00 to Roads and $1,419,776.59 to Gila County School Districts. **(Linda O'Dell)**

Attachments

Gila County Forest Fees Distribution FY14-Proposed

Gila County Student Enrollment FY2009-2013

Gila County Forest Fees Distribution FY14 - Proposed

DISTRICT	ACREAGE %	ADM* Students	ADM %	BASE 11.00%	FOREST 29.00%	ADM 60.00%	Total FY14	Total FY13
Gila Regional	5.0%	130	1.9%	$17,352.82	$19,606.44	$16,197.54	$53,156.80	$51,198
Globe	8.0%	1544	22.6%	$17,352.82	$31,370.30	$192,376.92	$241,100.05	$241,403
Hayden-Winkel	0.0%	269	3.9%	$17,352.82	$0.00	$33,516.45	$50,869.27	$57,060
Miami	12.0%	1124	16.4%	$17,352.82	$47,055.45	$140,046.41	$204,454.69	$209,182
Payson	19.0%	2148	31.4%	$17,352.82	$74,504.47	$267,633.18	$359,490.47	$377,035
Pine-Strawberry	10.0%	146	2.1%	$17,352.82	$39,212.88	$18,191.08	$74,756.78	$78,148
San Carlos	9.0%	1339	19.6%	$17,352.82	$35,291.59	$166,834.65	$219,479.07	$215,852
Tonto Basin	12.0%	87	1.3%	$17,352.82	$47,055.45	$10,839.89	$75,248.17	$76,265
Young	30.0%	50	0.7%	$17,352.82	$117,638.63	$6,229.82	$141,221.28	$142,884
TOTAL	**105.0%**	**6837**	**100%**	**$156,175.42**	**$411,735.21**	**$851,865.95**	**$1,419,776.59**	**$1,449,027**

*SAIS ADMS46-Report FY2013

TOTAL 2014 GILA COUNTY ALLOCATION FOR ROADS & SCHOOLS $1,469,776.59

Allocation to Roads $50,000.00
Allocation to Schools $1,419,776.59

Prepared by Dr. Linda O'Dell,
Gila County School Superintendent
May 27, 2014

DATE APPROVED BY BOARD OF SUPERVISORS:

Gila County Student Enrollment FY2009 - FY2013

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

Prepared for Gila County Board of Supervisors by Dr. Linda O'Dell
Gila County Forest Fees Distribution Background Information
May 27, 2014

ARF-2533 **Regular Agenda Item 3. E.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Submitted For:	Steve Stratton	Submitted By:	Jacque Griffin, Asst. County Manager/Librarian, Asst County Manager/Library District
Department:	Asst County Manager/Library District		
Fiscal Year:	2014-2015	Budgeted?:	Yes
Contract Dates Begin & End:	2014-2015	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Authorize submission of a "Secure Rural Schools and Community Self-Determination Act" Title II Grant for 2014

Background Information

On October 2, 2013, the "Secure Rural Schools and Community Self-Determination Act of 2000" was re-authorized for one year as part of HR 527 Helium Stewardship Act and includes provisions for Title II Special Projects on Federal Lands. On December 17, 2013, the Board of Supervisors elected the full share of Secure Rural Schools funding, and further designated that twenty percent be allocated to the Title II Special Projects on Federal Lands. This act authorizes the use of area Resource Advisory Committees (RACs) as a mechanism for local community collaboration with federal land managers in recommending Title II projects on federal lands, or that will benefit resources on federal lands. Gila County is one of the five eastern counties that make up the geographical area for the Eastern Arizona RAC. As with the past year, the Tonto National Forest will administer funds for projects included within this forest. The timing for this year's grant cycle has been considerably shortened. The Title II grant applications have to be submitted by May 31, 2014, and successful grants will require signed agreements by September 30, 2014.

Evaluation

It is estimated that $367,444 will be available for Title II projects in Gila County. Title II funds may be used for projects that improve the maintenance of existing infrastructure, implementing stewardship objectives that enhance forest ecosystems and restoring and improving land health or water quality.

Following the successful completion of the prior Title II project, the Public Works Department will submit a similar application to haul material and surface an additional section of the unpaved portion of Forest Road 512.

Forest Road (FR) 512 provides access to the community of Young, Arizona, from State Route (SR) 260. The only other access to Young is via SR 288. The unpaved portion of FR 512 has no base material on it, and there is no way to maintain the existing road without adding material. The funding obtained through this process during the last grant cycle provided funding to haul material and surface five miles of the 13.5 miles of unpaved road. The material was hauled in from local material pits near the area, and placed on the road using motor graders, water trucks and rollers. The finished surface on those five miles will provides a safer roadway for the traveling public.The intent of this current grant application is to haul material and surface the remaining eight miles of unpaved, unsurfaced road. Continuing with this project will provide additional improved surface miles, and should reduce accidents on the road and provide for quicker emergency response times, and will reduce maintenance costs on the road.

This proposal currently has letters of support from the Forest Supervisor, and the Gila County Sheriff's Office. Staff expects to have additional letters of support from the local Pleasant Valley Ranger District and the Pleasant Valley Fire District by the application deadline.

The Resource Advisory Committee is expected to meet and select grants in July or early August 2014, in Springerville, Arizona; however, there is not a confirmed date for that meeting at this time.

Conclusion

The project to continue to haul material and surface the remaining eight miles of unpaved road of Forest Road (FR) 512 has broad local support as well as support at the Tonto Forest Supervisor's Office. This project will improve the safety of the road, reduce emergency response times, and provide material for future maintenance. In addition, it will allow for goods and services to be more efficiently provided to the residents of Young, Arizona. In the past, several companies have refused to deliver their goods to that community because of the condition of this road and the damage to their delivery vehicles.

Recommendation

Staff recommends that the Board of Supervisors approve this Title II Grant application for "Secure Rural Schools and Community Self-Determination Act of 2000" as reauthorized by HR 527 Helium Stewardship Act for **Forest Road 512 Surfacing Project** for Federal Fiscal Year 2014.

Suggested Motion

Information/Discussion/Action to approve the submission of a grant application by the Gila County Public Works Department for a "Secure Rural Schools and Community Self-Determination Act of 2000", as reauthorized by HR 527 Helium Stewardship Act, Title II - Special Project Grant for fiscal year 2014 funding for a Forest Road 512 Surfacing Project.
(Steve Stratton, Steve Sanders, Jacque Griffin)

Attachments

Young Road Surfacing Project 2014 Grant Application

2008 - 2013 Secure Rural Schools
Public Law 112-141
Title II Project Submission Form
USDA Forest Service

Name of Resource Advisory Committee:
Project Number (Assigned by Designated Federal Official):
Funding Fiscal Year(s):

2. Project Name: Forest Road 512 Surfacing Project	**3a. State:** Arizona **3b. County(s):** Gila
4. Project Submitted By: Steve Sanders	**5. Date:** May 27, 2014
6. Contact Phone Number: (928) 402-8530	**7. Contact E-mail:** ssanders@gilacountyaz.gov

8. Project Location: The unpaved portion of Forest Road 512. Begin 8 miles south of SR 260 on Forest Road 512 and continue south for approximately 8 miles to reach the paved surface	
a. National Forest(s): Tonto	b. Forest Service District: Pleasant Valley
c. Location (Township-Range-Section) Township 10½ North, Range 15 East Sections 30, 31, 32. Township 10 North, Range 15 East Sections 5, 8,9,16, 21, 22, 27, 33, 34. Township 9 North, Range 15 East Sections 1,4,5,6,8	

9. Project Goals and Objectives: The goal of this project is to improve the surface condition of the unpaved portion of Forest Road 512. In 2013 Gila County surfaced 5 miles of the road using Secure Rural Schools Title II funds. The remaining roadbed has no material on it or in the adjoining ditches that can be used for maintenance. Hauling material and surfacing the road will improve the safety of the road and provide material for future maintenance of the road. Improving the surface of this road should provide for safer passage for the travelling public and provide a quicker response time for emergency responders. Improving this road will provide for the residents of Young to receive supplies for local retailers and public using the road.

10. Project Description:
a. Brief: (*in one sentence*) Haul material and surface the remaining unpaved and un-surfaced portion of Forest Road 512.

b. Detailed: Forest Road 512 provides access to the community of Young from SR 260.The only other access to Young is from the south via SR 288. Last fall Gila County used Secure Rural Schools Title II funds to haul and surface five miles of this road south from State Route 260. Until last fall the unpaved portion of Forest Road 512 had no base material on it and there was no way to maintain the existing road without adding material.
While the road has not had much material available there has been enough to provide some maintenance and keep the road in a passable condition. With no material in place and no resources to haul the amount of material needed to improve the road, the road will continue to deteriorate until such time that is will only be passable by 4 wheel drive vehicles. The intent of this application is to

haul material and surface the remaining 8 miles of unpaved road. The material will be trucked in from local material pits in the area. It will be placed on the road using motor graders, water trucks and rollers. The finished surface will provide safer road for the travelling public. The improved surface should reduce accidents on the road and provide for quicker emergency response time. It will reduce maintenance costs on the road.

11. Types of Lands Involved?
State/Private/Other lands involved? ☐ Yes X No **Land Status:** National Forest Land
If Yes, specify:

12. How does the proposed project meet purposes of the Legislation? (Check at least 1)
X Improves maintenance of existing infrastructure.
☐ Implements stewardship objectives that enhance forest ecosystems.
☐ Restores and improves land health.
☐ Restores water quality

13. Project Type a. Check all that apply: (check at least 1)	
X Road Maintenance	☐ Trail Maintenance
☐ Road Decommission/Obliteration	☐ Trail Obliteration
☐ Other Infrastructure Maintenance (specify):	
☐ Soil Productivity Improvement	☐ Forest Health Improvement
☐ Watershed Restoration & Maintenance	☐ Wildlife Habitat Restoration
☐ Fish Habitat Restoration	☐ Control of Noxious Weeds
☐ Reestablish Native Species	☐ Fuels Management/Fire Prevention
☐ Implement CWPP Project	☐ Other Project Type (specify):
b. Primary Purpose (select only 1): Road Maintenance	

14. Identify What the Project Will Accomplish
Miles of road maintained: This project will improve 8 miles of road
Miles of road decommissioned/obliterated:
Number of structures maintained/improved:
Acres of soil productivity improved:
Miles of stream/river restored/improved:

Miles of fish habitat restored/improved:
Acres of native species reestablished:
Acres of hazardous fuel treatment
Miles of trail maintained:
Miles of trail obliterated:
Acres of forest health improved (including fuels reduction):
Acres of rangeland improved:
Acres of wildlife habitat restored/improved:
Acres of noxious weeds controlled:
Timber volume generated (mbf):
Jobs generated in full time equivalents (FTE) to nearest tenth. One FTE is 52 forty hour weeks:
People reached (for environmental education projects/fire prevention):
Direct economic activity benefit:
Other:

15. Estimated Project Start Date:	**16. Estimated Project Completion Date:**
April 2015	60 days after start of project

17. List known partnerships or collaborative opportunities.

Gila County and the Tonto National Forest have a road maintenance agreement in place for maintaining various Forest Roads in Gila County. Forest Road 512 is on the road maintenance agreement. In addition to the existing agreement the Tonto National Forest has agreed to provide any additional environmental clearances if needed for the project.

18. Identify benefits to communities.

The community of Young (aka Pleasant Valley) is accessed via Forest Road 512 from the north or SR 288 from the south. Most goods and services are brought into the community via Forest Road 512. Improving the road will improve the movement of goods and services and reduce emergency response time to the community. As it is now some companies refuse to deliver their goods into the community because of the condition of the road and the damage the road has caused to delivery vehicles. This causes hardships to the residents, many of whom are retired and living on fixed incomes.

19. How does the project benefit federal lands/resources?

This project would improve access to National Forest System lands for natural resource management, fire suppression and fuels management, as well as enhancement of the forest visitor's driving experience.

20. What is the Proposed Method(s) of Accomplishment? (check at least 1)	
X Contract	☐ Federal Workforce
X County Workforce	☐ Volunteers
☐ Grant	☐ Agreement
☐ Americorps	☐ YCC/CCC Crews
☐ Job Corps	☐ Stewardship Contract
☐ Merchantable Timber Pilot	☐ Other (specify):

21. Will the Project Generate Merchantable Timber? ☐ Yes XNo

22. Anticipated Project Costs
a. Title II Funds Requested: $350,000
b. Is this a multi-year funding request? ☐ Yes X No

23. Identify Source(s) of Other Funding:

Gila County Highway Users Revenue Funds (HURF)

24. Monitoring Plan (provide as attachment) See Attachment

a. Provide a plan that describes your process for tracking and explaining the effects of this project on your environmental and community goals outlined above.

b. Identify who will conduct the monitoring:

c. Identify total funding needed to carry out specified monitoring tasks (Worksheet 1, Item k):

25. Identify remedies for failure to comply with the terms of the agreement.

If project cannot be completed under the terms of this agreement:

X Unused funds will be returned to the RAC account.

☐ Other, please explain:

Project Recommended By:

/s/ (INSERT Signature)
Chairperson

Resource Advisory Committee

Project Approved By:

/s/ (INSERT Signature)
Forest Supervisor

National Forest

Project Cost Analysis Worksheet

Worksheet 1

Please submit this worksheet with your proposal

Item	*Column A* **Fed. Agency Appropriated Contribution**	*Column B* **Requested Title II Contribution**	*Column C* **Other Contributions**	*Column D* **Total Available Funds**
a. Field Work & Site Surveys				
b. NEPA/CEQA				
c. ESA Consultation				
d. Permit Acquisition				
e. Project Design & Engineering				
f. Contract/Grant Preparation				
g. Contract/Grant Administration				
h. Contract/Grant Cost		$350,000.00		$350,000.00
i. Salaries				
j. Materials & Supplies				
k. Monitoring				
l. Other 1. 2, Partner Indirect Cost				
m. Project Sub-Total		$350,000.00		$350,000.00
n. FS Indirect Costs @ 8%		$28,000.00		$28,000.00
Total Cost Estimate		$378,000.00		$378,000.00

NOTES:

a. Pre-NEPA Costs

g. Includes Contracting/Grant Officer Representative (COR) costs. Excludes Contracting/Grant Officer costs.

i. Cost of implementing project

l. Examples include overhead charges from other partners, vehicles, equipment rentals, travel, etc.

n. Forest Service indirect costs, including contracting/grant officer costs if needed.

Monitoring Plan Attachment

24. Monitoring Plan (provide as attachment)

a. Provide a plan that describes your process for tracking and explaining the effects of this project on your environmental and community goals outlined above.

Gila County will hire a Contractor to haul and place the material through the approved standard County procurement procedures. Gila County will administer the project, filing all required reports and documents, tracking the progress of the project, and verify all expenses.

Gila County makes it compulsory to support entities that have a sound track record on labor practices and compliance with Federal laws ensuring that American workers are safe and treated fairly on all bid documents. Gila County includes in all contracts that best practices are consistent with our nation's civil rights and equal opportunity laws, ensuring that all individuals regardless of race, gender, age, disability, and national origin.

The Gila County Public Works will verify all invoices before issuing payment to Contractor.

b. Identify who will conduct the monitoring:

The Public Works Division of Gila County will conduct all the monitoring for this project.

c. Identify total funding needed to carry out specified monitoring tasks (Worksheet 1, Item k):

Attest:

GILA COUNTY BOARD OF SUPERVISORS

_____
Marian Sheppard, Clerk

_____
Michael A. Pastor, Chairman

Approved as to form:

_____
Bryan Chambers
Deputy Attorney Principal

ARF-2546 **Regular Agenda Item 3. F.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Submitted For: Don McDaniel Jr.

Submitted By: Jacque Griffin, Asst. County Manager/Librarian, Asst County Manager/Library District

Department: Asst County Manager/Library District

Information

Request/Subject

Endorse and support the Mexican Wolf 10(j) Revision Cooperating Agencies Alternative and authorize a letter to the U.S. Fish and Wildlife Service (USFWS) requesting formal National Environmental Policy Act (NEPA) Consistency Review for the Mexican Wolf 10(j) Revision Cooperating Agencies Alternative.

Background Information

The Gila County Board of Supervisors has been very involved in the ongoing process regarding the proposed revisions to the management of the Nonessential Experimental population of the Mexican wolf, most recently begun on June 13, 2013, with the U.S. Fish and Wildlife's proposals to revise the nonessential experimental designation and management of the Mexican wolf. On September 17, 2013, the Gila County Board of Supervisors submitted official comments regarding the Proposed Revision to the Nonessential Experimental Population of the Mexican wolf and the implementation of a management plan. On October 22, 2013, the Board submitted comments regarding the proposed revision to the Mexican wolf 10(j) nonessential experimental population rule, and approved a Memorandum of Understanding (MOU) to establish Cooperating Agency status. On November 26, 2013, the Board approved a Memorandum of Understanding (MOU) for cooperative management of the Mexican wolf Reintroduction Project.

Following approval of the MOU establishing Cooperating Agency Status for Gila County, along with the MOU establishing Gila County as a member of the cooperative management of the Mexican wolf Reintroduction Project, staff from Gila County as well as staff from the Eastern Counties Organization has been very involved in the development of an acceptable alternative to the four alternatives presented in the Preliminary Draft Environmental Impact Statement "Proposed Revision to the Nonessential Experimental Population of Mexican Wolves" dated August 2, 2013.

Evaluation

The Ad Hoc Mexican Wolf Stakeholders Coalition group has spent several months developing this Alternative. The purpose of the Cooperating Agencies Alternative is to describe approaches that are based in a sound understanding of the biological, social and wildlife management realities in the areas of Arizona and New Mexico that can best contribute to range-wide Mexican wolf recovery, while sustaining other legitimate uses of public and private lands. Many of these approaches have been recommended in the past by State wildlife agencies, local governments and by the USFWS's own reviews of Mexican wolf reintroduction (i.e. 2001, 2002 and 2005). Some are new to USFWS Region 2 but for the most part they are based on approaches taken by other USFWS regions for a variety of species. All reflect the legal mandates and responsibilities that State and Tribal wildlife agencies have as stewards of the species that occur within their jurisdictions.

Conclusion

The Cooperating Agencies Alternative has been introduced in compliance with NEPA requirements by Greenlee County at the April 15, 2014, Cooperating Agencies' meeting. As an additional step in this process, each of the entities and organizations that make up the Cooperating Agencies group, and that have had a part in developing this alternative are being asked to officially endorse the alternative and request formal NEPA Consistency Review of this alternative.

Gila County is committed to partner with the U.S. Fish and Wildlife Service, the Arizona Game and Fish Department, the U.S. Department of Agriculture Animal and Plant Health Inspection Service, Arizona and New Mexico Counties, Tribal Authorities, industry and recreation stakeholders, and the Arizona and New Mexico communities to design, implement and monitor an ecologically, economically and socially responsible Mexican Wolf recovery effort, while preserving the custom, cultures, economic well-being, health and safety of the county members residents and visitors.

Recommendation

Staff recommends that the Gila County Board of Supervisors officially endorse and support the Cooperating Agencies Alternative developed collaboratively by the Eastern Arizona Counties Organization and the Ad Hoc Mexican Wolf Stakeholders Coalition; formally endorsed by the unanimous vote of the Arizona Game and Fish Commission; introduced in compliance with the NEPA requirements by Greenlee County at the April 15, 2014, Cooperating Agencies' meeting, and supported by over twenty (20) industry, sportsmen, conservation and recreation associations and groups, and to approve a letter to the Southwest Regional Director of the U.S. Fish and Wildlife Service (USFWS) requesting formal NEPA Consistency review for the Mexican Wolf 10(j) Revision Cooperating Agencies Alternative.

Suggested Motion

Information/Discussion/Action to endorse and support the Mexican Wolf 10(j) Revision Cooperating Agencies Alternative, and submit a letter to the U.S. Fish and Wildlife Service (USFWS) requesting formal National Environmental Policy Act (NEPA) Consistency Review for the Mexican Wolf 10(j) Revision Cooperating Agencies Alternative. **(Jacque Griffin)**

Attachments

Draft Gila County letter USFWS
Cooperating Agencies Alternative EIS
Draft EIS Mexican Wolf 8-2013

Tommie C. Martin, District I
610 E. Hwy 260, Payson, 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

John D. Marcanti, District III
(928) 402-8726
jmarcanti@gilacountyaz.gov

GILA COUNTY

BOARD OF SUPERVISORS
1400 E. Ash Street
Globe, Arizona 85501

May 27, 2014

Dr. Benjamin Tuggle
Southwestern Regional Director
U.S. Fish and Wildlife Service
P.O. Box 1306 Albuquerque, NM 87103
benjamin_tuggle@fws.gov

Re: Gila County letter to USFWS requesting formal NEPA consistency review for the Mexican Wolf 10(j) Revision Cooperating Agencies Alternative.

Dear Dr. Tuggle;

The purpose of this letter is to inform you that the Board of Supervisors of Gila County formally took action on May 27, 2014, to endorse and support the Cooperating Agencies Alternative developed collaboratively by the Eastern Arizona Counties Organization (ECO) and the Ad Hoc Mexican Wolf Stakeholders Coalition; formally endorsed by the unanimous vote of the Arizona Game & Fish Commission; introduced in compliance with the NEPA requirements by Greenlee County at the April 15 Cooperating Agencies meeting; co-introduced by Arizona counties that participate in the Mexican Wolf 10(j) Revision process as Cooperating Agencies; and supported by over 20 industry and recreation associations (the "Cooperating Agencies Alternative").

By virtue of it being officially endorsed by a vote of the Gila County Board of Supervisors, as well as by other Arizona counties and Arizona local government organizations, the Cooperating Agencies Alternative meets the criteria of an "approved State or local plan and laws (whether or not federally sanctioned)" (40 CFR 1506.2(d)).

Gila County therefore respectfully requests that the Cooperating Agencies Alternative be analyzed for consistency with the Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf (Federal Register / Vol. 78, No. 114 / 35719) and that the Environmental Impact Statement formally include a discussion of any inconsistency between the proposed action and the Cooperating Agencies Alternative (40 CFR 1506.2(d)).

Gila County further respectfully requests that, should inconsistencies exist between the proposed action and the Cooperating Agencies Alternative, the Environmental Impact Statement describe the extent to

which the agency would reconcile its proposed action with the Cooperating Agencies Alternative (40 CFR 1506.2(d)).

Gila County is committed to partner with the U.S. Fish and Wildlife Service, the Arizona Game and Fish Department, the U.S. Department of Agriculture Animal and Plant Health Inspection Service, Arizona and New Mexico Counties, Tribal Authorities, industry and recreation stakeholders, and the Arizona and New Mexico communities to design, implement and monitor an ecologically, economically and socially responsible Mexican Wolf recovery effort, while preserving the custom, cultures, economic well-being, health and safety of the county members residents and visitors.

Thank you for your consideration.

Respectfully submitted,

_____ _____

Michael Pastor
Chairman
Gila County Board of Supervisors

Date

ATTEST

_____ _____

Marian Sheppard
Clerk of the Board
Gila County Board of Supervisors

Date

Cc:

Sherry Barrett, Mexican Wolf Recovery Coordinator, USFWS
sherry_barrett@fws.gov

Jonathan Olson, Environmental Planning Consultant, Mexican Wolf Recovery Program, USFWS
jonathan_j_olson@fws.gov

David Bergman, State Director, USDA APHIS
David.L.Bergman@aphis.usda.gov

Larry Voyles, Director, AGFD
lvoyles@azgfd.gov

USFWS Mexican Wolf EIS Interdisciplinary Project Team (IPT) distribution list

Ad Hoc Mexican Wolf Stakeholders Coalition distribution list

GILA COUNTY BOARD OF SUPERVISORS, 1400 E. Ash Street Globe, Arizona 85501

Mexican Wolf Management in Arizona and New Mexico:

A Cooperating Agencies Alternative
to the
U.S. Fish and Wildlife Service Proposed Preferred Alternative
in a
Draft Environmental Impact Statement on a Proposed Nonessential Experimental Population Rule for the Mexican Wolf in the Southwest

Submitted by: Various EIS Cooperating Agencies

Final: April 15, 2014

This Alternative was submitted to the U.S. Fish and Wildlife Service (USFWS; Region 2, Albuquerque) on April 15, 2014 by various Cooperating Agencies for evaluation as an Alternative in the Draft Environmental Impact Statement (DEIS or EIS) on a Proposed Nonessential Experimental Population Rule (NEPR) for the Mexican Wolf in the Southwest. See accompanying cover letter for names of Cooperating Agencies submitting this Alternative.

In addition to the Cooperating Agencies, nongovernmental organizations and other stakeholders supporting this Alternative are identified in the accompanying cover letter.

INTRODUCTION

USFWS is developing a DEIS on a Proposed NEPR for the Mexican Wolf in the Southwest. The proposed rule would supersede the current (1998) Final NEPR. A coalition of Mexican wolf stakeholders (Coalition) previously submitted to USFWS its detailed concerns about (a) the processes USFWS is using to develop the DEIS and NEPR and (b) the substantive content of those proposals. In this document, agencies that have been participating in that coalition (and which are also Cooperating Agencies in the DEIS process) provide their preferred alternative to that which USFWS has drafted.

STATE AND TRIBAL ROLES

First and foremost, the Cooperating Agencies affirm their support for State and Tribal authorities for wildlife management on lands within their respective jurisdictions. The Cooperating Agencies have striven to respect those authorities in drafting this Alternative, which is intended to move Mexican wolf management in Arizona and New Mexico (AZ-NM) from the USFWS to State and Tribal implementation, with appropriate oversight by USFWS as is or will be detailed herein as this Alternative is crafted. Indeed, State and Tribal wildlife agencies have participated in the stakeholders coalition since August 2013 and have been actively engaged in discussion and development of the content of this document. Nevertheless, they are in no way responsible or accountable for the content of this document. Whether or not the affected State and Tribal authorities support this Alternative will be determined as their governing bodies consider and

respond to the alternatives that the USFWS must evaluate during the DEIS and NEPR processes over the coming months (or years).

In developing this Alternative, the Stakeholders have given careful consideration to the Arizona Game and Fish Commission's "guiding principles and requirements" relative to Mexican wolf conservation and to the White Mountain Apache Tribe's commitments to wolf conservation. They have also considered the formal position taken by the San Carlos Apache Tribe to prohibit wolf presence on the San Carlos Apache Reservation. This Alternative respects those sometimes disparate approaches and defers to each jurisdictional entity regarding their future shaping of wolf management plans. The Coalition's intent is to provide those entities and other interested and affected parties with a clear delineation of its perspectives on how and by whom Mexican wolves should be managed in AZ-NM. Whether those entities agree fully or at all with the Coalition's preferences will become evident as the DEIS process unfolds.

Tribal Reservations. In keeping with the concept of Tribal Sovereignty, this Alternative proposes no requirements for, or restrictions on, Tribal Governments. Tribal Reservations are not included in the 1998 MWEPA and are not proposed in this Alternative to be a part of the MWEPA that is described in the draft nonessential experimental population rule included herein. Decisions regarding Mexican wolf presence and management on Tribal Reservations within the MWEPA shall be made by the jurisdictional Tribal Government through policy or through a wolf management plan approved under a Statement of Relationship with the Service. This Alternative only references Tribal Reservations as necessary to describe State wildlife agency management actions within the MWEPA and to describe actions the Service should take to increase wolf tolerance on Tribal Reservations. The preceding notwithstanding, wolves present on Tribal Reservations within the MWEPA must be included in the respective statewide tally and count as part of the population objective described for each State.

GUIDING PRINCIPLES

The following guiding principles are among those that drive Coalition development of this Alternative:

- About 90 percent of Mexican wolf historical range is in Mexico and recovery is not possible without significant progress in wolf conservation in Mexico.
- USFWS failure to revise the binational 1982 Mexican Wolf Recovery Plan and drive effective approaches to achieving approved population objectives and rangewide recovery is almost beyond comprehension, given that three Recovery Teams have been convened since 1993 to accomplish that fundamental step toward recovery of the subspecies, yet not even a draft plan has been released for public scrutiny.
- The current (1998) NEPR and current USFWS approach to Mexican wolf management in AZ-NM are dysfunctional relative to accomplishing wolf conservation objectives and minimizing operational impacts on rural communities and back-country residents. They

emphasize management of individual (problem) wolves rather than coordinated management at the population level for both wolves and native ungulates.

- Successful reintroduction and management of Mexican wolves in AZ-NM is dependent upon wolves being accepted or at least tolerated by the public in the context of modern working landscapes, which provide for multiple public uses.
- State and Tribal wildlife agencies and U.S.D.A.-APHIS Wildlife Services are best suited to operational wolf management and should be recognized and empowered by USFWS to collaboratively exercise their wildlife management authorities for Mexican wolves. They are uniquely positioned to form partnerships with local communities, stakeholders and businesses that might be positively or negatively affected by Mexican wolves.
- USFWS oversight of wolf management should be provided through a current, approved Recovery Plan, ESA Section 6 Cooperative Agreements with the States, cooperative agreements with Tribes and an AZ-NM Mexican Wolf Management Plan that covers all non-Reservation lands within both States.
- Wolf management in AZ-NM must be transparent, with ample opportunity for stakeholder engagement in shaping current and future approaches.
- If Mexican wolves must be restored to the landscape in AZ-NM, their presence should be restricted to historical range of the subspecies, which in AZ-NM is restricted to the highlands (typically but not always above about 4000 feet elevation) from south of Interstate 40 to the Mexican border. Patchy habitats, diminished prey base and landscape dynamics (i.e. the human footprint) preclude wolf occupancy west of Highway 87/Interstate 19 in AZ or east of I-25 in NM. Again, decisions about Mexican wolf occupancy on or exclusion from Tribal Reservations must be made by the jurisdictional Tribal authority.
- The current reintroduction project in AZ-NM is approaching its population objective of at least 100 Mexican wolves in the Blue Range Mexican Wolf Recovery Area. It may already have exceeded the objective, given that uncounted wolves are likely to exist. In either case, management approaches must be significantly revised to accommodate and to limit future growth so balance is maintained relative to other species of wildlife and to lawful human uses of the areas occupied by wolves (e.g. livestock production and outdoor recreation activities such as hunting, trapping, fishing, camping, hiking, bird watching, etc.).
- The maximum number of Mexican wolves that can be managed and supported by the existing prey base (elk and deer) in AZ-NM with any realistic degree of certainty at this time is 200 to 300, split evenly between the two States. These numbers are based on impact information from the Northern Rockies indicating that when wolves exceed a ratio of about 3 wolves per 1000 elk, they have increasingly negative impacts on native ungulate prey populations. The numbers suggested to date by USFWS of 900 to a thousand <u>or more</u> are unrealistic, unmanageable and unacceptable.

- The current population of Mexican wolves in AZ-NM is entirely wild born and population growth and dispersal should be dependent mainly on natural growth of that wild population. Dispersal should also be assisted by active translocation of wolves from an area of concentration to habitat-appropriate areas in which densities are lower. Further releases of captive-born wolves should be minimized, primarily being restricted to replacement of adult wolves that have been unlawfully killed or which disappear, or to maintain or (if possible) enhance genetic composition of the wild population. Captive-born wolves present greater problems in terms of habituation (nuisance) behavior, livestock depredation and susceptibility to various causes of mortality.
- Genetic exchange between wolf populations in AZ-NM and Mexico will be essential to long-term conservation of the subspecies in the wild.
- Wolves have significant effects on other wildlife and on livestock and thus require active, intensive management to prevent, lessen or mitigate any negative impacts on such resources (or on sport hunting or trapping opportunity) while attaining wolf conservation goals that have been approved by USFWS and the affected State and Tribal wildlife agencies.
- Mexican wolf management <u>must</u> be accompanied by Congressionally-appropriated funding to support a program of federally-authorized impact mitigation measures that is administered by USDA-APHIS Wildlife Services for interdiction, incentives and compensation payments to prevent or offset direct (e.g. depredation) and indirect (e.g. weight loss) economic impacts incurred by livestock owners as a result of Mexican wolf depredation behavior.
- Mexican wolf numbers must not exceed the capacity of State, Tribal and Federal wildlife agencies to manage them. Approved levels of funding and human resource (staff) capacity are finite and may limit wolf populations in AZ-NM.
- By law (i.e. ESA, Section 10(j)), any wolf in the AZ-NM Nonessential Experimental Population is expendable in terms of survival of the Mexican wolf subspecies and management of wild wolves should reflect that legal fact. If livestock depredation, predation on native ungulates, or other wolf behavior rises to the point at which recapture and/or removal is warranted, State and Tribal wildlife agencies and U.S.D.A.-APHIS Wildlife Services must be able to use any available, approved means of effecting immediate removal.
- Mexican wolf conservation efforts must not cause unacceptable impacts to the economic well-being of rural communities or to State and Tribal sport hunting and trapping opportunity. Because wolves can, in some circumstances, dramatically influence native ungulate populations, the States and Tribes must implement management strategies to drive an AZ-NM Mexican wolf management plan that considers long-term sustainability of predators and their prey such that baseline sport hunting and trapping opportunity is maintained (or enhanced) in terms of both quality and quantity. It is fundamental in wildlife conservation in the United States that State and Tribal wildlife agencies are

statutorily mandated to manage wildlife populations. Such management is not static but rather is subject to influence by (among other factors) habitat conditions, short and long-term population trends and societal preferences.

- Adaptive management principles must be used in wolf management that enable and defer to State (or Tribal) wildlife commissions to make changes in wild ungulate population objectives that require shifts in Mexican wolf numbers. Adaptive management processes must be sufficiently well defined but also sufficiently flexible to enable managers to address unforeseen as well as predicted events, by defining methods of determination, analysis, documentation, selection and implementation of effective, efficient options.
- States and Tribes must use the best available science each year to define acceptable wolf densities that enable them to sustain populations of prey species and thus preserve associated hunting and trapping opportunity and maintain economic viability of State and Tribal wildlife agencies in AZ-NM.
- Any effort by USFWS to expand Mexican wolf presence in AZ-NM to a broader area or to greater numbers than are set forth in this Alternative may be aggressively litigated by one or more entities among the Cooperating Agencies and the supporting stakeholders.

AZ-NM MEXICAN WOLF MANAGEMENT PLAN

The State and Tribal wildlife agencies in AZ-NM will collectively develop a wolf management (conservation) plan (hereafter Plan) that identifies specific numbers of Mexican wolves (population objectives) and identifies the geographic areas or zones that wolves will be allowed to occupy and those from which they will be excluded. The Plan will also describe the specific management practices intended and allowed for each management zone. The population objectives and the attendant management practices must reflect acceptable occupation by wolves at population levels that are biologically, socially and economically sustainable on the AZ-NM landscape. The Plan should be the primary mechanism by which the States and Tribes continue to represent their interests in all areas of Mexican wolf conservation, including how reintroduction in AZ-NM relates to overall (rangewide) Mexican wolf recovery. The Plan must:

- Assume a revised NEPR allowing State and Tribal management of Mexican wolves under Service-approved management plans.
- Be supported by appropriate ESA Section 4(d) and/or Section 10(j) rules that define acceptable management practices that accord with the authorities conveyed to the States by their ESA Section 6 Cooperative Agreements.
- Be endorsed by USFWS under auspices of State and/or Tribal Memoranda of Agreement with the Secretary of the Interior and it must be endorsed by USFWS concomitantly with or prior to a Record of Decision on the EIS for the proposed revised Mexican wolf NEPR.

- Be developed through strong public engagement, including effective outreach with targeted constituents such as livestock producers, sportsmen conservationists, local governments, Tribal governments, conservation groups (and the public at large).
- Recognize that a strong wolf conservation program in Mexico is essential to achieving and then maintaining a range-wide population sufficient to meet recovery population objectives;
- Clearly articulate the limited potential contribution that AZ and NM can make and emphasize the critical role that Mexico must play in achieving recovery of the Mexican wolf.
- Include a research component to ensure that questions are answered with sound science (biological, economic and sociological) and must incorporate quantitative and qualitative measures of effectiveness and success where applicable. Questions to be clearly addressed include: annual population survey methodology; prey requirements, predator-prey relationships, genetic purity and taxonomic validity.
- Define where in AZ-NM Mexican wolf conservation will be supported, such that:
    - Mexican wolf conservation will only occur within components of its historical range as defined in the Plan;
    - Identified management areas will provide contiguous, suitable habitat that serves to minimize human conflict while supporting wolves;
    - Presence of Mexican wolves is supported or least tolerated (with appropriate impacts mitigation measures in place) by Tribes participating in Mexican wolf recovery and acceptable to other affected Tribes such that they will participate in productive planning efforts;
    - Wolf-dog hybridization potential is minimized by limiting presence of feral dogs limiting wolf occupation of areas in close proximity to known areas of domestic (or feral) dog concentration.
- Provide for deference to State and Tribal statutory responsibilities to manage wild ungulate populations (and predator populations) as management strategies and population objectives change.
- Include an **enforceable** upper limit on wolf impacts on game ungulate populations such that the current quantity and quality of hunting opportunity is sustained at or above current levels, and **enforceable** provisions to successfully manage wolf populations to maintain those levels;
- Include a provision to ensure manageability for wolves that move outside the NEPR area;
- Provide for clear delineation of an **affordable** (fiscally sustainable) Interagency Field Team (IFT) structure and function that can:
    - Be cost effective;
    - Be implemented primarily within the NEPR area, such that responses to potential depredation incidents continue to be initiated within 24 hours of receiving such reports;

    - Ensure that initial releases and planned translocations of Mexican wolves are vetted with the public; and
    - Ensure that depredation incident investigations are timely and transparent.
- Ensure that wolf conservation efforts are appropriately balanced by on-the-ground interdiction, incentive and compensation measures that effectively offset impacts to the private sector;
- Ensure that appropriate federal funds are secured (appropriated) and directed to USDA-APHIS Wildlife Services to support wolf conservation (including necessary control and translocation actions) by providing interdiction incentives and measures, to include:
    - Productively engaging public lands grazing permittees and private lands livestock operators in voluntary, incentives-based Mexican wolf conservation measures;
    - Cooperating with any interdiction, incentives and compensation program that attempts to address the direct and indirect impacts of Mexican wolf reintroduction on the private sector and create incentives for enhanced conservation and stewardship; and
    - Cooperating with willing Native American Tribes within the newly-described MWEPA, particularly the White Mountain Apache Tribe, which has demonstrated its substantial commitment to wolf conservation over several years.

Key elements of the AZ-NM Mexican Wolf Management Plan should include but should not be limited to:

1. A statement of purpose and need to establish a Mexican wolf population that contributes to recovery with a clear understanding that recovery cannot be accomplished entirely within the United States.
2. Clarification that all Mexican wolf recovery efforts have to occur in historical range, which is described as: the area extending from the Sierra Madre Occidental in northwestern Mexico (i.e. Durango and Michoacán through Chihuahua and Sonora) to the highlands in the United States that lie south of Interstate 40 (I-40) in east-central AZ and west-central NM.
3. Provision for Federal approval of State and Tribal management of Mexican wolves, pursuant to USFWS-approved wolf management plans.
4. Definition of a bi-state Mexican Wolf Experimental Population Area (i.e. all of AZ and NM) that includes defined management zones as follows:
    a. No wolves north of Interstate 40.
    b. No wolves west of Highway 87 or I-19 in AZ or east of I-25 in NM.
    c. A Permanent Occupancy Zone (POZ) described as the Blue Range Mexican Wolf Recovery Area (BRMWRA) that is the focal area for wolf conservation efforts.
    d. A Dispersal Occupancy Zone (DOZ) that wolves will be allowed to occupy through natural dispersal or by translocation but within which agencies or other entities shall not be allowed to release wolves from captivity.
5. A population objective or goal of 100 – 150 Mexican wolves in AZ and 100 – 150 in NM (the 2-State total may not exceed 300), with all wolves occurring within the POZ and DOZ.

   a. When wolves reach the maximum acceptable population level of 150 in a State, removals will occur as necessary to reduce the State-wide population to no more than 150 wolves and a bi-State total of no more than 300 wolves.
   b. Wolves removed from AZ-NM, in order to restore a Statewide population to no more than 150 individuals and the bi-State total to no more than 300 wolves, may be:
      i. Provided to USFWS for the captive breeding program.
      ii. Re-released in another State or Tribally-approved area.
      iii. Provided to Mexico.
      iv. Euthanized if captured alive.
      v. Lethally removed.
   c. If the wolf population in either AZ or NM decreases below 100, active management will be employed to restore the population to 100 – 150 wolves and the bi-State total to no more than 300 wolves.
6. An "escape clause" that provides for voluntary State and/or Tribal termination of wolf conservation efforts for cause, and an immediate return to the 1998 NEPR and its population objective of at least 100 Mexican wolves (defined as 100 to 125 individuals of all sex and age classes) in the currently defined BRWRA (i.e. including AZ and NM). Such causes must be defined in the new NEPR (as they are, in the attached draft).
7. A description of genetic management strategies that provide for bidirectional management of wolves, whereby wolves from the wild can be returned for breeding in the captive program and captive wolves can be released in the wild to maintain or if possible enhance genetic diversity. The genetic management strategies must also include appropriate use of releases and translocations.
8. Clearly defined limits on tolerance of nuisance behavior by wolves, including management actions that will remedy such problems when those limits have been reached.
9. Clearly defined limits on tolerance of livestock depredation, viz. 3 confirmed depredation incidents within 12 months must require removal.
10. A clearly defined upper limit of 15 percent for wolf impacts on ungulate populations. At that number, wolves shall be removed by any authorized method until excessive depredation has been terminated. State and Tribal wolf management plans must define how they will determine when that upper limit is being approached or has been reached and how they will determine when excessive depredation has ceased.

DRAFT MEXICAN WOLF NONESSENTIAL EXPERIMENTAL POPULATION RULE

§ 17.84 Special rules—vertebrates
***
(k) Mexican wolf (*Canis lupus baileyi*).

(1) **Purpose**. The primary purpose of this rule is to establish and maintain an experimental population of Mexican wolves in the middle to high elevations of east-central Arizona and west-central New Mexico, within Mexican wolf historical range as it is described in paragraph (k)(4) of this rule and in accordance with the primary objective of the bi-national 1982 Mexican Wolf Recovery Plan. To achieve this conservation goal, the U.S. Fish and Wildlife Service (Service) and its designated agent(s), including State wildlife agencies, Tribes and USDA-APHIS Wildlife Services (USDA-WS) as provided in paragraph (k)(3) of this rule, will maintain the experimental population between 200 and 300 Mexican wolves, i.e. 100/150 in Arizona and 100/150 in New Mexico, including individuals of all sex and age classes, as estimated by annual end-of-year-counts (EOYCs). The Service may change this population objective as necessary to accommodate: (a) an approved revision of the 1982 bi-national Mexican Wolf Recovery Plan; and (b) agreements and plans that are approved pursuant to paragraph (k)(3) of this rule, including any such agreements or plans that cooperating States or Tribes amend (with Service concurrence) to reflect new guidance pursuant to a Service-approved revision of the 1982 binational Mexican Wolf Recovery Plan.

(2) **Nonessential Experimental Population**. The Mexican wolves identified in this rule are designated a nonessential experimental population (NEP), unless this rule is rescinded, revised or extended pursuant to paragraphs (k)(13), (k)(14) or (k)(15) of this rule, through regulatory processes defined under the Endangered Species Act (ESA or Act) of 1973, as amended. This timeframe is intended to enable willing State wildlife agencies and Tribes an opportunity to succeed in wolf management within the Arizona-New Mexico Mexican Wolf Experimental Population Area (MWEPA), consistent with conservation purposes of the ESA. These NEP wolves will be managed in accordance with the provisions of this rule.

(3) **Agency Memorandums of Agreement**. The State wildlife agencies of Arizona and New Mexico can petition the Secretary of the Department of the Interior (Secretary) to establish a Memorandum of Agreement (MOA) to implement Mexican wolf conservation in that State, consistent with this rule and pursuant to a State Mexican Wolf Management Plan (MWMP) that will be approved by the Service, as provided under this paragraph. Under an approved MWMP, the State wildlife agency will become a designated agent of the Service and shall assume lead management responsibility and authority to implement this rule within the MWEPA in its respective area of jurisdiction. USDA-WS can also petition the Secretary to establish an MOA to provide wolf management assistance to the

Service and to cooperating States and Tribes. Petitions and MWMPs may be submitted and will be approved as follows:

(a) A petition to the Secretary for Mexican wolf management under an MOA must describe and affirm the following:

(i) The State wildlife agency has or will acquire the requisite authority, management capability and capacity to maintain an adequate and active conservation program for any or all Mexican wolf experimental populations within the State, in accordance with a MWMP that has been approved by the Service or which, subsequent to Secretarial approval of the petitioned MOA, will be submitted to the Service for approval; and

(ii) Which specific parts of the State, including methods and means of intentional and incidental take, the State intends to implement itself, in cooperation with USDA-WS or through other designated agents and permittees within the framework of this rule; and

(iii) How State progress will be monitored and reported to the Service on a triennial basis, so the Service can determine if State management has maintained the NEP within the agreed-upon population objective and was fully compliant with this rule.

(b) The Secretary will approve the petition upon finding the applicable criteria are met and approval is not likely to jeopardize continued existence of the Mexican wolf, as defined in 50 CFR (Code of Federal Regulations) § 17.11(h).

(c) If the Secretary approves the petition, the Secretary will enter into an MOA with the Director of that State wildlife agency, thereby recognizing the State wildlife agency as the Service's designated agent(s) as management lead for Mexican wolf NEPs within the State's jurisdictional boundaries, except that the MOA may not:

(i) Provide for any form of take or management that is inconsistent with the protections provided to the Mexican wolf under this rule, without further opportunity for public comment and review and amendment of this rule;

(ii) Vest the State wildlife agency with any authority over matters concerning Section 4 of the ESA (determining whether a species warrants listing); or

(iii) Provide for public hunting or trapping of Mexican wolves, absent a finding by the Secretary of an extraordinary case where population pressures within a given ecosystem cannot be otherwise relieved; or

(iv) Vest a State wildlife agency with authority to issue written authorizations for lethal take of Mexican wolves. The Service will retain the authority to issue lethal take authorizations until it has approved a State wildlife agency MWMP that provides for such actions by the State wildlife agency and/or their employees or designated agent(s).

(d) Notwithstanding the stipulations in paragraph (k)(3)(c)(iv) of this rule, the MOA:

(i) Must provide for joint law enforcement responsibilities to ensure that the Service also has the authority to enforce State prohibitions on take of Mexican wolves; and

(ii) May not authorize take of Mexican wolves beyond that provided in this rule but may be more restrictive, and

(iii) Must expressly affirm that the results of implementing the MOA may be the primary basis upon which State regulatory measures will be judged for Mexican wolf delisting purposes.

(e) Further:

(i) The authority for the MOA will be the ESA, the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-742j), the Fish and Wildlife Coordination Act (16 U.S.C. 661-667e) and any applicable treaty or Statement of Relationship between the Service and a Tribe.

(ii) For the MOA to remain in effect, the Secretary must find, on a triennial basis not later than September 30, with written declaration to the State wildlife agency, that management under the MOA is benefitting conservation of the Mexican wolf and not jeopardizing its continued existence, as defined in § 17.11(h).

(iii) The Secretary or State or USDA-WS may terminate the MOA upon 90 days written notice to the other signatory if:

(1) Management under the MOA is determined to be likely to jeopardize the continued existence of the Mexican wolf; or

(2) The Service or the State wildlife agency or USDA-WS has failed materially to comply with this rule, the MOA, or any provision of the State wildlife agency MWMP; or

(3) The State wildlife agency or USDA-WS determines that it no longer wants the wolf management authority vested in them by the Secretary through the MOA.

(4) **Tribal Reservations.** Mexican wolves shall not be allowed to occupy Tribal Reservations within the MWEPA, except as allowed by Tribal policy or pursuant to management plans approved under Statements of Relationship with the Service. Unless a Tribal Government has expressly consented to their presence, wolves that move onto a Tribal Reservation within the MWEPA will immediately be captured and removed by the Tribal Government or its designated agent(s) or by the Service or its designated agent(s). Problem wolves from within the MWEPA may not be released on a Tribal Reservation and problem wolves removed from a Tribal Reservation may not be released in the MWEPA. Federal land-use restrictions will not be imposed on Tribal Reservations for Mexican wolf management or conservation without permission of the jurisdictional Tribal Government. If a Tribal Government has by policy consented to wolf presence, in cooperation with the Service and, if so desired, another federal agency and/or a State wildlife agency, the Tribal Government and the Service may agree to a wolf management plan with actions that are consistent with this rule, to the extent

practicable. The preceding notwithstanding, wolves present on Tribal Reservations within the MWEPA shall be included in the respective statewide tally and count as part of the population objective described for each State.

(5) **Service Finding: Historical Range**. The Service finds that the historical range of the Mexican wolf extends from the Sierra Madre Occidental in northwestern Mexico (i.e. Durango and Michoacán through Chihuahua and Sonora) to the highlands in the United States that lie south of Interstate 40 (I-40) in east-central Arizona and west-central New Mexico. This historical range is consistent with the Service's 1996 Final Environmental Impact Statement on Mexican wolf reintroduction in the Southwest and with a Service proposal in 2013 (Docket #FWS–R2–ES–2013–0056) to modify its 1998 experimental population rule (61 FR 54044) under which reintroduction in Arizona and New Mexico has occurred.

(6) **Service Finding: Mexican Wolf Management Areas**. The Service further finds that the MWEPA, the Blue Range Mexican Wolf Recovery Area (BRMWRA) and the Mexican Wolf Management Area (MWMA) described in this paragraph are wholly within, or include portions of, the probable historical range of the Mexican wolf and they are wholly separate geographically from the current range of any known population of wild gray wolves (*Canis lupus*), other than Mexican wolves that the Service classified as nonessential experimental on January 12, 1998 (61 FR 54044).

(a) The MWEPA (see Fig. 1) established by this rule includes the entire States of Arizona and New Mexico, including the BRMWRA, MWMA and any Tribal lands managed for wolf presence through a Tribal MWMP, as provided in paragraph (k)(3) of this rule. The MWEPA:

(i) Will enable the Service and its cooperators to achieve and maintain the population objective defined in paragraph (k)(1) of this rule; and

(ii) Will enable Mexican wolves to disperse between Arizona, New Mexico and Mexico; but

(iii) May not be used to facilitate temporary, transient, seasonal or year-round presence or persistence of Mexican wolves as individuals or packs in Arizona except within the BRMWRA and the MWMA as described below in paragraphs (k)(5)(b) and (k)(5)(c) of this rule.

[Figure 1. Image of MWEPA]

(b) The BRMWRA (see Fig. 2) established in Arizona-New Mexico by this rule includes: the Apache National Forest in east-central Arizona and west-central New Mexico; the Gila National Forest in west-central New Mexico; the Magdalena District of the Cibola National Forest, south of Interstate 40 and west of Interstate 25 in west-central New Mexico; and any Tribal lands within the MWEPA in Arizona-New Mexico that are managed for wolf presence through a Tribal MWMP, as provided in paragraph (k)(4) of this rule. Within the BRMWRA, the Service or its designated agent(s):

(i) May release captive-born and raised (naïve) Mexican wolves; and

(ii) May re-release or translocate captured Mexican wolves, regardless of captive or wild origin, and release progeny born in captivity to captured wolves; and

(iii) May take Mexican wolves as provided in paragraph (k)(8) of this rule; and

(iv) Will actively support reestablishment of the reintroduced nonessential experimental population, to help achieve and maintain the population objective established in paragraph (k)(1) of this rule.

[Figure 2. Image of BRMWRA]

(c) The MWMA (see Fig. 3) established in Arizona and New Mexico by this rule includes all lands, except those within the BRMWRA, that lie: (in Arizona) south of I-40 and east of State Highway 87 from its junction with I-40 at Winslow to its southerly junction with Interstate 19 (I-19) and then south on I-19 to the U.S.-Mexico border; (in New Mexico) south of I-40, west of I-25 and north of the U.S.-Mexico border; and in both States including any Tribal lands that are managed for wolf presence through a Tribal MWMP as provided in paragraph (k)(3) of this rule. Within the MWMA, the Service or its designated agent(s):

(i) May allow natural dispersal and establishment of Mexican wolves to help achieve and maintain the population objective established in paragraph (k)(1) of this rule; and

(ii) May actively manage (i.e. capture, mark, release, translocate), as provided in paragraph (k)(8) of this rule, any wolves that as a result of birth, natural dispersal or translocation occur in the MWMA; but

(iii) May not release Mexican wolves from captivity; and

(iv) May not translocate or release problem wolves; and

(v) May not translocate wolves from elsewhere in the BRMWRA or the MWMA into areas that lie south of I-10.

[Figure 3. Image of MWMA]

(7) **Other Service Findings.** Based on the best available scientific information, the Service also finds that:

(a) There are no naturally-occurring wild populations of Mexican wolves in the United States or Mexico and no wild populations of any other form of gray wolf in Arizona, New Mexico or Mexico, therefore the experimental population established by this rule is wholly separate geographically from all other wolf populations; and

(b) All Mexican wolves in captivity and all those known to exist in the wild in the United States or Mexico are progeny from the same stock of captive-born individuals that is maintained for and by the Service in a Species Survival Plan captive-breeding program; and

(c) Reintroduction of the experimental population established by this rule into probable historical range for the Mexican wolf will further conservation of the subspecies *Canis lupus baileyi*, the Mexican wolf; and

(d) This experimental population is not "essential" under 50 CFR § 17.81(c)(2); therefore:

(e) Within the MWEPA all wild wolves, including wolves that disperse into the MWEPA from elsewhere in the United States or from Mexico, are members of the NEP in Arizona-New Mexico and will be managed as part of the NEP under the provisions of this rule.

(8) **Definitions**. Definitions of terms used in this rule are as follows:

(a) *Act* means the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 *et seq*.

(b) *Active den site* means a wolf-made den or a specific site above or below ground that is used by wolves on a daily basis to raise pups, typically between March 1 and July 31. More than 1 den site may be used in a single season.

(c) *Annual end-of-year-count (EOYC)* means a standardized population count that is conducted each year throughout the MWEPA, including the BRMWRA and cooperating Tribal Reservations. The EOYC is tallied in January and provides a minimum estimate of NEP wolves for the previous calendar year, by enumerating all wolves known or reasonably thought to have been alive on December 31 of the count year, based on data gathered throughout the count year and by intensive ground and aerial surveys conducted in January immediately following the count year. EOYC results are announced to the public on or before February 15, following completion of data analysis for the count year.

(d) *Blue Range Mexican Wolf Recovery Area (BRMWRA)* means the area in Arizona and New Mexico that is described in paragraph (k)(5)(b) of this rule, in which the Service and its designated agent(s) will actively support reestablishment of the NEP.

(e) *Capture* means to capture a wild wolf for purposes of radiocollaring, marking, biological sampling, treatment of injury or disease, translocation or euthanasia, or to place it in captivity temporarily before returning it to the wild.

(f) *Code of Federal Regulations (CFR)* means the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the *Federal Register* by the executive departments and agencies of the Federal Government of the United States.

(g) *Depredation incident* means the act of a Mexican wolf killing, mortally wounding, injuring, biting or otherwise physically harming livestock or other domestic animals that are lawfully present on private or public lands, at and near a single location within a 24-hour period that begins with the first act of harm. Depredation incidents do not include harm of livestock or other domestic animals that is associated with, or the result of, prior purposeful actions to attract, track, wait for, chase or search out a wolf or wolves. Depredation incidents must be confirmed by USDA-WS or by the State wildlife agency or Tribal authority with jurisdiction for the area(s) in which the incident occurred.

(h) *Designated agent* means Federal agencies, States and Tribes acting under cooperative agreements with or permits from the Service and/or an MOA with the Secretary, to execute MWMPs that assist the Service in implementing this rule, all or in part.

(i) Federal agencies, States or Tribes may become "designated agents" through cooperative agreements with or permits from the Service whereby they agree to assist the Service in implementing this rule or portions thereof. If a Federal agency, State or Tribe becomes a "designated agent" through a cooperative agreement, the Service will retain authority for program direction, oversight and guidance and will help the designated agent coordinate their activities with other designated agents.

(ii) States may also become "designated agents" by submitting a petition and a MWMP to the Secretary to establish an MOA under paragraph (k)(3) of this rule. Once a petition and MWMP have been accepted by the Secretary, the MOA may allow the State to assume lead authority for wolf management within their area of jurisdiction and to implement portions of its MWMP that are consistent with this rule. Under an MOA with a State, the Service is limited to (apart from conducting law enforcement investigations) monitoring State compliance with this rule and conducting a review of the State program (as provided in paragraph (k)(13) of this rule) every 3 years to ensure the NEP population is being maintained at a level sufficient to achieve the conservation purposes of this rule.

(iii) USDA-WS may also become a "designated agent" by submitting a petition to the Secretary to establish an MOA under paragraph (k)(3) of this rule. The MOA may allow USDA-WS, subject to approval by a State or Tribe with an MWMP, to assume lead authority for wolf capture, depredation investigation and wolf removal. Under an MOA with USDA-WS, Service oversight is limited to (apart from conducting law-enforcement investigations) monitoring USDA-WS compliance with this rule; issuing written authorizations for take of wolves on Reservations without approved MWMPs; and an annual review of the USDA-WS program (as provided in paragraph (k)(13) of this rule) to determine its adequacy and effectiveness in helping to achieve the conservation purposes of this rule.

(i) *Disturbance-causing land-use activity* means any land-use activity the Service determines could adversely affect reproductive success, natural behavior or survival of Mexican wolves. These activities may be temporarily (seasonally) restricted on public land within a 1-mile radius of release pens, active den sites and rendezvous sites. Such activities may include, but are not limited to: timber or wood harvesting, management-ignited fire, mining or mine development, camping outside designated campgrounds, livestock drives and branding camps, off-road vehicle use,

hunting, trapping and any other use or activity with the potential to adversely affect Mexican wolves. The following activities are excluded from this definition:

(i) Legally-permitted livestock grazing and use of water sources by livestock; and

(ii) Livestock drives if no reasonable alternative route or timing exists; and

(iii) Vehicle access over established roads to private property and to areas on public land where lawfully-permitted activities are ongoing if no reasonable alternative route exists; and

(iv) Use of lands under management authority of the Department of Defense and lands within the national park or national wildlife refuge systems that are managed as safety buffer zones for military activities; and

(9) Prescribed natural fire except in the vicinity of release pens and known den sites; and

(10) Any other authorized, specific land use or government-approved or permitted activity that was active and ongoing at the time wolves located a den site or rendezvous site nearby or within the area.

(j) *Domestic animals* means species that have been bred selectively over many generations to enhance specific traits for use by humans, including use as pets or guard animals. This only includes livestock as defined in paragraph (k)(7)(r) of this rule and non-feral dogs as defined in paragraph (k)(7)(l) of this rule. Poultry are not considered livestock under this rule.

(k) *Due care* means adherence to all applicable regulations, written guidelines or procedures and commonly-practiced wildlife management techniques to avoid inadvertently killing, injuring or causing other harm to a Mexican wolf.

(l) *Feral dog* means any dog (*Canis familiaris*) or wolf-dog hybrid that, because of absence of physical restraint or conspicuous means of identifying it at a distance as non-feral, is reasonably thought to range freely over a rural landscape without discernible, proximate control by any person. Feral dogs do not include domestic dogs that are penned, leashed or otherwise restrained (e.g. by shock collar) or which are working livestock or being lawfully used to trail or locate wildlife.

(m) *Harass* means an intentional or negligent act or commission that creates the likelihood of injury to wildlife by annoying it to such an extent as to significantly disrupt normal behavior that includes, but is not limited to: breeding, feeding or sheltering (50 CFR § 17.3). This rule authorizes limited harassment of Mexican wolves, as set forth in paragraphs (k)(8)(a) and (b) of this rule.

(n) *Intentional harassment* means deliberate, pre-planned harassment of wolves, including by less-than-lethal means (such as 12-gauge shotgun rubber-bullets and bean-bag shells) designed to cause physical discomfort and temporary physical injury but not death. The wolf or wolves may have

been intentionally or unintentionally attracted, tracked, waited for, chased or searched out and then harassed.

(o) *In the act of attacking* means the actual biting, wounding or killing of domestic animals, or chasing or harassing by wolves that would indicate to a reasonable person that biting, wounding or killing of a domestic animal is likely to occur at any moment.

(p) *Landowner* means an owner of private land, or their immediate family member(s), or the owner's employee(s) or designated agent(s) who actively work on that private land. For purposes of this rule, landowner includes:

(i) On private lands, the owner(s) (and their employee(s) or designated agent(s)) of livestock that are currently and lawfully being grazed on that private land and any lease-holder(s) on that private land (such as but not limited to outfitters or guides who lease angling, hunting or trapping rights from landowners).

(ii) Individuals, including (but not limited to) licensed hunters, anglers, guides and outfitters who are lawfully using Tribally-acquired (non-Reservation) lands.

(iii) Lawful grazing permittees or their current employee(s) or designated agent(s) on any public grazing lands or on Tribal grazing lands.

(q) *Lawfully present* means:

(i) A person is lawfully present when:

(1) On their own property; or

(2) Not trespassing on someone else's private property and has the landowner's permission to bring livestock and/or non-feral dogs onto the property; or

(3) On public land in compliance with regulations and permits governing lawful presence.

(ii) Livestock are lawfully present when:

(1) On private land with the landowner's permission; or

(2) On public or State land in compliance with Federal or State regulations and permits governing their presence.

(r) *Livestock* means: cattle, domestic bison, goats, horses, mules and sheep; and herd, guard and stock animals (i.e. donkeys, horses, llamas, mules and certain breeds of domestic dogs commonly used for herding or guarding livestock or for transporting humans or their possessions). Livestock excludes feral dogs and domestic dogs that are not being used for livestock guarding or herding. It also excludes poultry.

(s) *Mexican Wolf Experimental Population Area (MWEPA)* means the area of Arizona and New Mexico (i.e. the entirety of both States) that is described in paragraph (k)(5)(a) of this rule.

(t) *Mexican Wolf Management Area* means the area in Arizona and New Mexico that is described in paragraph (k)(5)(c) of this rule.

(u) *NEP* means the nonessential experimental population in Arizona and New Mexico that is described by this rule.

(v) *NEPA* means the National Environmental Policy Act, 42 U.S.C. 4321 *et seq*.

(w) *Non-injurious* means the activity might cause temporary, non-debilitating physical injury but is not reasonably anticipated to cause permanent physical injury or death.

(x) *Occupy* means that one or more wolves use an area with sufficient regularity that they are likely to be present during a reasonable span of time, including areas used for an essential behavioral function, such breeding, feeding or sheltering. An area that wolves might briefly use while they are moving across the landscape is not considered occupied.

(y) *Opportunistic harassment* means harassment without conduct of prior purposeful actions to attract, track, wait for, chase or search out a wolf or wolves.

(z) *Population objective* means the population objective or range for the MWEPA as a whole, which is at least 200 and not more than 300 Mexican wolves of all sex and age classes (see paragraph (k)(1)) of this rule, as estimated in annual EOYCs. This objective will be met and maintained through guidelines and procedures established by the Service or in State and Tribal MWMPs. This objective shall remain in effect until such time as Service guidelines or State and Tribal MWPs are revised to address any relevant recommendations from a Service-approved, revised binational Mexican Wolf Recovery Plan.

(aa) *Private land* means all land other than Tribal Reservations and public land that is under Federal Government ownership and administration. Tribal Reservations are neither public land nor private land; they are sovereign lands. Land that has been acquired by Tribes by lease or purchase but which has not been reserved by Congress as part of a Reservation may be private or public. For purposes of this rule, State-owned land is considered private land.

(bb) *Problem wolves* means wolves that the Service or its designated agent(s), for purposes of management and control, have determined to:

(i) Have depredated, killed, wounded, attacked, chased or molested livestock or domestic animals other than livestock in 3 or more confirmed incidents on private or public land within the past 365 days; or

(ii) Be members of a group or pack (including adults, yearlings and young-of-the-year) that has depredated, killed, wounded, bitten, attacked or chased livestock or domestic animals other than livestock in 3 or more confirmed incidents on private or public land within the past 365 days; or

(iii) Be young-of-the-year that have been fed by, or which are dependent on, adult wolves that have been involved with 2 or more confirmed livestock depredation incidents within the past 180 days (these thresholds are lower because such pups are more likely to acquire livestock depredation habits); or

(iv) Are habituated to humans or to human residences or other facilities.

(cc) *Public land* means land under administration of a Federal agency, including, but not limited to: National Park Service, Bureau of Land Management, Fish and Wildlife Service, Forest Service, Department of Energy, and Department of Defense. Land that has been acquired by Tribes, but which has not been reserved by Congress as Reservation land, may be private or public, depending on whether a Tribe has purchased it or leased it.

(dd) *Public-land permittee* means a person or that person's employee(s) or agent(s) who have an active, valid Federal land-use permit to use specific public lands to graze livestock or to operate an outfitter, guiding or other business that uses livestock. This definition does not include private individuals or organizations that have Federal permits for other activities on public land, such as: camping; collecting firewood or Christmas trees; fishing; trapping; logging; mining, oil or gas exploration or development; or other uses that do not require presence or use of livestock. In recognition of the special and unique authorities of Tribes and their relationship with the Federal Government, for the purposes of this rule, this definition includes Tribal members who lawfully graze livestock on ceded public lands under recognized Tribal treaty rights.

(ee) *Release* means to release a wolf, whether the wolf was captive-born or previously captured after being born or spending time in the wild. See also *Translocate*.

(ff) *Remove* means kill or place permanently in captivity.

(gg) *Research* means scientific studies of Mexican wolves, their prey or competitors and/or their occupied or potentially-occupied habitats that are intended to result in data that could contribute to making sound management recommendations and thus enhance survival of the Mexican wolf.

(hh) *Rendezvous site* means a gathering and activity area that is regularly used by wolf pups after they have emerged from the den. Typically, these sites are used for a period ranging from about 1 week to 1 month in the first summer after birth (e.g. June 1 to September 30). Several rendezvous sites may be used in succession within a single season.

(ii) *Rule* means this final NEP rule for the Mexican wolf.

(jj) *Secretary* means the Secretary of the Department of the Interior.

(kk) *Take*, for purposes of this rule and consistent with 16 U.S.C. 1532(19), means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, remove, salvage or collect, or to attempt to engage in any such conduct. This rule authorizes limited take of Mexican wolves, as set forth in paragraph (k)(8) of this rule.

(ll) *Translocate* means to capture and move a wild Mexican wolf from a location anywhere within the MWEPA to a location within the BRMWRA or the MWMA. Translocate includes re-release as defined above but does not include removal of a wolf from the wild (removal is defined above).

(mm) *Unacceptable impact* means the impact to an ungulate population or herd when a State or Tribe has determined wolves are contributing to the population or herd not meeting established State or Tribal management objectives.

(nn) *Ungulate population or herd* means an assemblage of wild ungulates (such as bighorn sheep, deer, elk or pronghorn) living in a given area.

(oo) *Wounded* means exhibiting scraped or torn hide or flesh, bleeding or other evidence of physical damage caused by a wolf bite.

(8) **Allowable Forms of Take of Mexican Wolves**. The following actions involving take are allowed in the MWEPA only as described in this paragraph (k)(8): take in the form of opportunistic harassment or intentional harassment; take on private land; take on public land (except land administered by the Department of Defense and land within the national parks system and the national wildlife refuge system); take in response to unacceptable impacts on wild ungulate populations; take in defense of human life; take to protect human safety; take to capture, translocate or re-release wolves; take to remove problem wolves; take under permits; take by Service employees, designated agent employees and volunteers identified by the Service or its designated agent(s); take for research or salvage purposes; take to protect domestic animals; take to prevent hybridization and incidental take. Other than as expressly provided in this rule, all other forms of take are considered a violation of Section 9 of the ESA. Any wolf or wolf part taken lawfully as provided by this rule must be turned over to the Service unless otherwise specified in this paragraph (k)(8) or unless otherwise directed by the Service or its designated agent(s). Any take of wolves or parts thereof must be reported as required in this paragraph (k)(8) and in accordance with paragraph (k)(10) of this rule:

(a) *Opportunistic harassment*. Anyone may conduct opportunistic harassment of a Mexican wolf in a non-injurious manner at any time.

(b) *Intentional harassment*. After the Service or its designated agent(s) have confirmed wolf activity on private land, on a public-land grazing allotment or on a Tribal Reservation, the Service or its designated agent(s) may issue written take authorization valid for not longer than one year, with appropriate stipulations or conditions, to any landowner or public-land permittee to harass wolves intentionally. The harassment must occur in the area and under the conditions specifically identified in the written take authorization.

(c) *Take by landowners or their employee(s) or designated agent(s) on the landowner's private or leased public land*. Any landowner (including livestock producers) and their employee(s) or designated agent(s) may take a wolf on the landowner's private or leased public land in the following circumstances:

(i) If that wolf is in the act of attacking lawfully-present domestic animals (including livestock and non-feral dogs), provided that:

(1) Within 24 hours the landowner or their employee(s) or designated agent(s) present the Service or its designated

agent(s) with evidence of lawfully-present domestic animals that wolves recently (less than 48 hours) killed, wounded, bit, harmed or harassed; and

(2) The Service or its designated agent(s) can confirm that wolves killed, wounded, bit, harmed or harassed the domestic animal(s) within the past 48 hours and that the landowner(s) or their employee(s) or designated agent(s) did not deploy or allow to be used livestock herding or branding operations, wolf-attractants or artificial or intentional feeding to induce wolf presence in the area.

(ii) If the Service or its designated agent(s) have issued a written, "shoot-on-sight" lethal-take removal authorization (limited to 45 days or less) after determining that problem wolves are present on that private or leased public land and that they are a significant risk to the health and safety of lawfully-present domestic animals.

(iii) If, within 45 days prior to a new problem-wolf incident confirmed by the Service or its designated agent(s), a problem wolf was removed from that same private property or public-land grazing allotment by the Service, its designated agent(s) or the private landowner or their employee(s) or designated agent(s).

(iv) A landowner or their employee(s) or designated agent(s) taking a wolf or wolves pursuant to paragraph (k)(8)(c) of this rule must not remove or otherwise intentionally disturb the carcass of any wolf taken or the area around it, including any killed or injured domestic animals, in order to preserve physical evidence that the take was conducted according to this rule.

(v) Take of any wolf pursuant to paragraph (k)(8)(c) of this rule, without compliance with this rule, may be referred to appropriate authorities for prosecution.

(d) *Take on public land by public-land permittees and recreationists other than livestock producers or their employee(s) or designated agent(s).* Any public-land permittee or other recreationist, other than livestock producers and their employee(s) or designated agent(s) as addressed in this paragraph (k)(8)(d), may immediately take a wolf on lawfully-used public land in the following circumstances:

(i) If that wolf is in the act of attacking lawfully-present domestic animals, provided that:

(1) Within 24 hours the permittee or recreationist presents the Service or its designated agent(s) with evidence of lawfully-present domestic animals that wolves recently (less than 48 hours) killed, wounded, bit, harmed or harassed; and

(2) The Service or its designated agent(s) can confirm that wolves killed, wounded, bit, harmed or harassed the domestic animal(s) and that the permittee or recreationist

did not deploy or use wolf-attractants or artificial or intentional feeding to induce wolf presence in the area.

(ii) A public-land permittee or recreationist taking a wolf or wolves pursuant to paragraph (k)(8)(d) of this rule must not remove or otherwise intentionally disturb the carcass of any wolf taken or the area around it, including any killed or injured domestic animal(s), in order to preserve physical evidence the take was conducted according to this rule.

(iii) Take of a wolf pursuant to paragraph (k)(8)(d) of this rule, without compliance with this rule, may be referred to appropriate authorities for prosecution.

(e) *Take by State wildlife agencies in response to wild ungulate impacts*. A State wildlife agency or its employee(s) and designated agent(s) may remove, by lethal or other means, any wolf or wolves that it has determined, pursuant to a Service-approved MWMP, to be having an unacceptable impact on wild ungulate populations or herds, including elk, deer, bighorn sheep or pronghorn.

(i) Before exercising such removal, the State wildlife agency must notify the Service that an unacceptable impact to wild ungulate populations or herds has occurred and must provide to the Service a policy and science-based document consistent with its Service-approved MWMP that:

(1) Describes: the basis for its ungulate population or herd management objectives; what data indicate the ungulate population or herd is below management objective(s); why wolf removal is warranted to help restore the ungulate population or herd to management objective(s); the level and duration of wolf removal that is proposed; and how wolf control will be adjusted when ungulate population or herd management objective(s) have been achieved again; and

(2) Demonstrates: attempts have been and are being made to address other major causes of ungulate herd or population declines; or that the State commits to implementing other possible remedies or conservation measures in addition to wolf removal; and

(3) Provides an opportunity for peer review and public comment on their proposal prior to submitting it to the Service for written concurrence. The State wildlife agency must:

(a) Conduct peer review in conformance with the Office of Management and Budget's (OMB) Final Information Quality Bulletin for Peer Review (70 FR 2664, January 14, 2005); and

(b) Obtain at least 3 independent peer reviews from individuals with relevant expertise other than staff

employed by a State, Tribal or Federal agency directly or indirectly involved with predator control or ungulate management in Arizona or New Mexico; and

(c) Include in their proposal an explanation of how the OMB standards were considered and satisfied.

(ii) The Service must determine that the State wildlife agency proposal for lethal removal is not likely to contribute to reducing the MWEPA population below 100 wolves in the State for which action is proposed, based on the most recent EOYC. If the Service determines that the proposal for wolf removal meets the criteria set forth above in paragraph (k)(8)(e) of this rule, it must approve the request as submitted and shall authorize removal and notify the State wildlife agency within 7 calendar days of the Service determination.

(f) *Take in defense of human life*. Per the Act, any person may take a Mexican wolf in immediate defense of the individual's life or the life of another person. Unauthorized take of a wolf without demonstration of an immediate and direct threat to human life may be referred to appropriate authorities for further investigation and possible prosecution.

(g) *Take to protect human safety*. The Service or its designated agent(s) may immediately capture or remove any wolf the Service or its designated agent(s) determines to be a threat to human life or safety.

(h) *Take of problem wolves by Service employees and designated agent(s)*. Service employees and designated agent(s) may carry out harassment, nonlethal control measures, capture, relocation, placement in captivity, or lethal control of problem wolves. Take of female wolves with nursing pups to alleviate problem wolf situations shall be deferred to October 1. Such females or pups taken incidentally prior to September 1 shall be released immediately at or near the capture site; those taken incidentally between September 1 and September 30 shall be released immediately at or near the capture site, translocated or removed as deemed appropriate to the problem-wolf situation by the Service or its designated agent(s). To determine presence of problem wolves, the Service or its designated agent(s) must confirm the following:

(i) Evidence of wounded, lawfully-present domestic animals, or remains of lawfully-present domestic animals, that show injury or death was caused by wolves, or evidence that wolves were in the act of attacking lawfully-present domestic animals; and

(ii) That additional wolf-caused losses or attacks of lawfully-present domestic animals are likely to occur if control action is not taken; and

(iii) Evidence that animal-husbandry practices required in approved allotment plans and annual operating plans were followed prior to the depredation; and

(iv) Unusual attractants were not used and there was no artificial or intentional feeding of wolves in the depredation-incident area.

(i) *Incidental take*. Take of a Mexican wolf is also allowed if the take is accidental (unintentional) and incidental to an otherwise lawful activity (including hunting, trapping and livestock management or protection, e.g. as in coyote trapping), if reasonable due care was practiced to avoid such take and if such take is reported within 24 hours. Take is not lawfully incidental if it was not accidental, if reasonable due care was not practiced to avoid such take or if it was not reported within 24 hours (unless the Service or its designated agent(s) have allowed additional time to report, if access to the site of take is limited). Hunters and other shooters have the responsibility to identify their quarry or target before shooting, thus shooting a wolf as a result of mistaking it for another species may not be considered incidental take. The Service or its designated agent(s) may refer apparent non-incidental take to appropriate authorities for further investigation and possible prosecution.

(j) *Take under permits*. Any person with a valid permit issued by the Service or its designated agent(s) under 50 CFR § 17.32, when such permits are accompanied by a companion permit required and issued by a State wildlife agency, may take wolves in the wild, pursuant to terms of the permit.

(k) *Additional take authorization for agency employees*. When acting in the course of their official duties, subject to any permit restrictions imposed by a State wildlife agency for lands and activities under their jurisdiction, any employee of the Service or its designated agent(s) may take a wolf or wolf-like canid for the following purposes:

(i) Scientific purposes;
(ii) To avoid conflict with human activities;
(iii) To further the conservation of wolves, consistent with this rule;
(iv) To aid or euthanize sick, injured, or orphaned wolves;
(v) To dispose of a dead specimen;
(vi) To salvage a dead specimen that may be used for scientific study;
(vii) To aid in law enforcement investigations involving wolves; or
(viii) To prevent wolves or wolf-like canids from passing on abnormal physical, genetic or behavioral characteristics to other wolves, or from teaching other wolves abnormal behaviors.

(l) *Take for research purposes*. The Service may issue permits under 50 CFR § 17.32, and its designated agent(s) may issue permits under State and Federal laws and regulations, for individuals to take Mexican wolves pursuant to scientific study proposals approved by the agency or agencies with jurisdiction for wolves and/or for the area in which the study will occur. Such take may include salvage of wolves or parts thereof in the wild or in captivity. Scientific studies are reasonably expected to result in data on Mexican wolves, their prey, their competitors and/or their occupied or potentially-occupied habitats that might lead to management recommendations for, and thus enhance survival of, the Mexican wolf.

(m) *Take to prevent hybridization*. The Service and its designated agent(s) may capture, kill, subject to genetic testing, place in captivity, euthanize or return to the wild (if found to be a pure Mexican wolf) any feral wolf-like animal, feral wolf-dog hybrid or feral dog found within the MWEPA that shows physical or behavioral evidence of:

(i) Hybridization with other canids, including domestic dogs or coyotes; or

(ii) Being raised in captivity, other than as part of a Service-approved wolf recovery program; or

(iii) Being socialized or habituated to humans.

(9) **Prohibited Acts**. No person may attempt to commit, solicit another to commit, or cause to be committed, any offense defined in this rule. No person may possess, sell, deliver, carry, transport, ship, import, or export by any means whatsoever, any Mexican wolf or Mexican wolf part from the NEP except as authorized by this rule or by a valid permit issued by the Service under 50 CFR § 17.32.

(10) **Reporting**. If a Mexican wolf is taken, or if Mexican wolf parts are taken, with prior authorization by the Service or its designated agent(s), as take is defined in paragraph (k)(8) of this rule and 50 CFR § 17.32, within 24 hours that take must be reported to the Service's Mexican Wolf Recovery Coordinator at (505) 761-4748 or to the Service's designated agent(s), including the Arizona Game and Fish Department at (800) 352-8407 or the New Mexico Department of Game and Fish at (800) 432-4263. Further, if without prior authorization as provided in paragraph (k)(8) of this rule or in 50 CFR § 17.32, a Mexican wolf is taken or found dead or injured, or if Mexican wolf parts are found:

(a) The Mexican wolf or wolf parts must be retained or disposed of only in accordance with direction from the Service.

(b) The Mexican wolf or wolf parts must not be touched, disturbed, possessed or retained unless directed to do so by the Service or designated agent who is contacted as provided in paragraph (k)(10) of this rule; and

(c) Within 24 hours of take, the incident must be reported to the Service's Mexican Wolf Recovery Coordinator at (505) 761-4748 or to the Service's designated agent(s), including the Arizona Game and Fish Department at (800) 352-8407 or the New Mexico Department of Game and Fish at (800) 432-4263; and

(d) Disturbance of the area around the wolf or wolf parts must be minimized until the incident has been investigated by the Service or its designated agent(s).

(11) **Occupancy and Restrictions on Lands within the MWEPA.**

(a) **Private Lands.** Mexican wolves shall be allowed to occupy private lands within the MWEPA for the purposes described in paragraphs (k)(1), (k)(2), (k)(3), (k)(5), (k)(6) and (k)(11) of this rule, except as provided pursuant to paragraphs (k)(8) and (k)(11) of this rule. No Federal land-use

restrictions will be imposed on private land for Mexican wolf management or conservation without permission of the landowner.

(b) **Tribal Reservations**. Mexican wolves shall not be allowed to occupy Tribal Reservations within the MWEPA, except as allowed by Tribal policy or pursuant to paragraph (k)(3) of this rule or by the Service through consultation with Tribal Governments and Tribally-authorized designated agent(s). If wolves move onto a Tribal Reservation within the MWEPA, they will immediately be captured and removed by the Service or its designated agent(s) or by the Tribal Government or its designated agent(s) unless the Tribal Government has expressly consented to their presence. When a Tribal Government has consented to wolf presence, the Service or another authorized agency will, in cooperation with the Tribal Government, develop management actions that are consistent with this rule, including any agreement(s) established as provided in paragraph (k)(15) of this rule. Problem wolves removed from a Tribal Reservation may not be released in the BRMWRA, MWMA or elsewhere in the MWEPA. No Federal land-use restrictions will be imposed on Tribal Reservations for Mexican wolf management or conservation without permission of the Tribal Government.

(c) **Public and State Wildlife Agency-managed Lands**. Mexican wolves shall be allowed to occupy public State wildlife agency-managed lands only within the BRMWRA and MWMA portions of the MWEPA, for the purpose of reestablishing the NEP as described in paragraphs (k)(1), (k)(2), (k)(3), (k)(5), (k)(6) and (k)(11) of this rule. On such lands, the Service and its designated agent(s) may release, re-release, translocate and otherwise manage Mexican wolves as allowed by paragraphs (k)(5) and (k)(8) of this rule and, if such a plan exists, a State MWMP that is approved pursuant to paragraph (k)(3) of this rule. These management actions are subject to the provisions of paragraphs (k)(8), (k)(9) and (k)(10) of this rule but are not otherwise authorized or restricted, except as described below in this paragraph:

(i) *BRMWRA (excluding Tribal Reservations)*. On these lands:

(1) Release, re-release and translocation of Mexican wolves must be preceded by a plan that is developed by the Service or its designated agent(s) pursuant to this rule and, if such a plan exists, a State MWMP pursuant to paragraph (k)(3) of this rule. The release, re-release or translocation proposal and plan must:

(a) Select, to the extent practicable, potential release, translocation and persistence areas to avoid areas of substantial human development and lawful land-use activities in order to reduce, to the extent practicable, the likelihood of negative human-wolf interaction; and

(b) Document presence of a wild ungulate prey base that is sufficient to support wolves; and

(c) In draft form are subjected to site-specific analysis of the impacts of proposed release, translocation and persistence, including documenting compliance with NEPA; and

(d) Are developed with, in addition to any public notice required by law, written or documented verbal notice to the county in which the proposed action would occur and to landowners and public-land grazing permittees residing or managing livestock within 5 miles of the proposed release, translocation or persistence area(s); and

(e) In draft form, are presented for public comment and discussion in at least 1 public meeting in the vicinity of the proposed release, translocation or persistence area(s), at least 30 days prior to the plan proponent making a final decision whether or not to conduct the proposed release(s) or translocation(s) or to allow persistence. Public meetings held for purposes of this paragraph (11)(c)(i) of this rule shall be held by the proponent agency in cooperation with the county in which the proposed action would take place; and

(f) Further, if the proponent agency decides to allow the proposed release(s), translocation(s) or persistence, it must provide notice of the decision to the county, public and to landowners and public-land grazing permittees residing or managing livestock within 5 miles of the release, translocation or persistence area(s) not less than 7 days prior to release(s), translocation(s) or allowing persistence.

(g) State wildlife agencies and cooperating Federal land-management agencies may temporarily restrict human access and disturbance-causing land-use activities within a 1-mile radius around:

(i) Release pens when wolves are in them, for a period not to exceed 60 days; and

(ii) Active den sites between March 1 and July 31; and

(iii) Active rendezvous sites between June 1 and September 30.

(iv) Areas restricted pursuant to paragraph (k)(11)(c)(i)(1)(g) of this rule must be posted to advise the public of restricted access, unless, in the judgment of the Service, the State wildlife agency and the posting agency, doing so might compromise

the integrity of the site or jeopardize wolf use of the site.

(ii) *MWMA (excluding the BRMWRA and Tribal Reservations).* On these lands, regardless of private, State or public ownership, the Service and its designated agent(s) will not: release, re-release, translocate or otherwise induce presence of Mexican wolves, regardless of their captive or wild origin, except, as necessary, consistent with paragraphs (k)(1), (k)(5) and (k)(8) of this rule, to capture (and release) free-ranging wolves in the MWMA to mark, radiocollar or treat for veterinary purposes any Mexican wolf that has reached such lands through natural dispersal or recruitment. The same closure restrictions as were noted for private lands in paragraph (k)(11)(c)(i)(1)(g), above, shall apply to all public and State lands that are within the MWMA but outside the BRMWRA and Tribal Reservations.

(iii) *MWEPA (outside the BRMWRA, MWMA and Tribal Reservations).* On these lands, including all public, private and State lands, the Service and its designated agent(s) shall not allow or promote temporary or other presence or persistence of individual wolves or wolf packs. Problem wolves on these lands shall be removed by the Service or its designated agent(s) for Service disposition, which in this instance is limited to permanent retention in captivity outside the State of Arizona or transfer to Mexico for captive breeding or release to the wild in Mexico (i.e. problem wolves may not be re-released anywhere in the MWEPA). On Tribal Reservations within the MWEPA but outside the BRMWRA and MWMA, wolves will be managed in accordance with Tribal preference, pursuant to paragraphs (k)(3) and (k)(11)(b).

(12) **Wolves Outside the MWEPA**. Wild wolves found outside the MWEPA will be considered unprotected gray wolves and may be taken as allowed by State or Tribal regulation, including discretionary capture by a State wildlife agency, Tribe or USDA-WS to return a known Mexican wolf to the BRMWRA pursuant to paragraphs (k)(3) and (k)11)(c) of this rule or to a Tribal Reservation pursuant to paragraph (k)(11)(b) of this rule.

(13) **Progress Evaluation**. In the first February 3 years after this rule is approved, and triennially thereafter, the Service will submit a detailed, written report to MOA signatories on reintroduction progress and recommend continuation, modification or termination of their Mexican wolf conservation effort. MOA signatories shall have 90 calendar days from receipt of such reports to respond to the Service and accept the findings or to contest them.

(14) **Service Commitments and Causes for Change or Rescission**. The Service does not intend to change, and foresees no likely situation that would result in changing, this “nonessential experimental” designation for the Mexican wolf to

experimental essential, threatened, or endangered, or that would result in modifying the MWEPA boundaries without consulting with and obtaining agreement on such change from affected jurisdictional State wildlife agencies or Tribes that are signatory to Mexican Wolf Conservation MOAs. Further:

(a) No designation of critical habitat will be made for nonessential populations (16 U.S.C. § 1539(j)(2)(C)(ii)).

(b) The Service does not intend to change the status of this NEP until the Mexican wolf is recovered rangewide, or recovered in Arizona-New Mexico pursuant to a Distinct Population Segment rule, and delisted under the ESA.

(c) The preceding paragraphs notwithstanding, unforeseen legal actions or other circumstances might compel a change in this NEP's legal status to essential, threatened, or endangered, and might then compel the Service to designate critical habitat for Mexican wolves within the MWEPA defined in this rule. Therefore, the Service will rescind this rule and reinstate the 1998 Final Rule if:

(i) The Service announces intent to change the NEP status of Mexican wolves in the United States to essential experimental, threatened or endangered, or intent to designate critical habitat for the Mexican wolf in the United States; or

(ii) The State wildlife agency in Arizona or New Mexico:

(1) Withdraws from a Secretary-approved MOA for Mexican wolf conservation because the Service has failed to comply with any or all elements of this rule or a Service-approved State MWMP or because the Service has failed to provide funding or other support as described in the Secretary-approved MOA or Service-approved State MWMP.

(2) Determines the Service has failed to issue timely authorization for lethal or other take of Mexican wolves under a Service-approved State MWMP; or

(3) Determines the reintroduction effort to be a failure because, despite State wildlife agency compliance with its Service-approved wolf management plan, the wild population in Arizona-New Mexico has, for at least 3 consecutive years, as measured in annual EOYCs, remained at or below 50 percent of the minimum population objective established in paragraph (k)(1) of this rule, subject to modification when the Service has approved a revised, bi-national Mexican Wolf Recovery Plan and States have appropriately modified their Service-approved MWMPs.

(d) This rule will not be rescinded due to State or Tribal unwillingness to participate in, or State or Tribal withdrawal from, an MOA approved by the Secretary, or a Service-approved Tribal MWMP. On all lands not covered under an MOA executed with the Secretary and a State or Tribal MWMP, the Service shall retain authority for implementing all aspects of this rule.

(e) If any circumstance listed in paragraph (k)(14) of this rule occurs, except Tribal withdrawal from an MOA, the State wildlife agency and its designated agent(s), not less than 30 days after the State provides written notice to the Service and the Secretary, may remove, by any method the State wildlife agency deems practicable that is allowed by this rule, including live capture and lethal removal, any Mexican wolf that is present on non-Tribal Reservation lands in the State wildlife agency's area of jurisdiction. Such State removal may continue until the Service estimates through the next EOYC that the wild population in the entire MWEPA is at or above the 1998 baseline of "at least 100" Mexican wolves (which for purposes of this rule and clarification of the 1998 Final Rule is defined as at least 100 but not more than 125 Mexican wolves [total in Arizona and New Mexico], including all individuals of all sex and age classes). After such removal has been completed, any Mexican wolves and their future progeny that remain in the wild in Arizona-New Mexico shall retain their NEP status under the 1998 Final Rule and shall be further subject to State or Tribal removal as described in this paragraph when an EOYC places the Arizona-New Mexico population at more than 125 Mexican wolves (including all individuals of all sex and age classes).

(15) **Requirement for Review**. Not less than 10 calendar years after the effective date of this rule, and every 10 years thereafter, the Service shall initiate formal revision of this rule by engaging all State, Federal and Tribal agencies that are signatory to MOAs and MWMPs pursuant to paragraph (k)(3) of this rule or to other Mexican Wolf Conservation Agreements approved by the Service. This initial step of interagency coordination and consultation shall be followed by timely publication in the Federal Register of a notice that the Service solicits public comment on this rule. This rule shall remain in standing until a new rule takes effect, unless rescinded by the Service pursuant to paragraph (k)(14) of this rule or as otherwise determined by a Federal court.

End

ENVIRONMENTAL IMPACT STATEMENT
FOR THE
PROPOSED REVISION TO THE NONESSENTIAL EXPERIMENTAL POPULATION
OF THE
MEXICAN WOLF (*CANIS LUPUS BAILEYI*)
AND THE
IMPLEMENTATION OF A MANAGEMENT PLAN

PRELIMINARY DRAFT

CHAPTER 1 AND 2

02 AUGUST 2013

PREPARED BY:

U.S. FISH AND WILDLIFE SERVICE

SOUTHWESTERN REGIONAL OFFICE

MEXICAN WOLF RECOVERY PROGRAM

New Mexico Ecological Services Field Office
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The document is available on the USFWS Ecological Services Field Office, Mexican Wolf Recovery website: http://www.fws.gov/southwest/es/mexicanwolf/documents.shtml

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The documents are available on the USFWS Ecological Services Field Office, Mexican Wolf Recovery website: http://www.fws.gov/southwest/es/mexicanwolf/documents.shtml

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LIST OF ACRONYMS AND ABBREVIATIONS

3-Year Review	Mexican Wolf Recovery: Three Year Program Review and Assessment
5-Year Review	Mexican Wolf Blue Range Reintroduction Project 5-Year Review
AGFD	Arizona Game and Fish Department
AMOC	Adaptive Management Oversight Committee
AMOC and IFT	Adaptive Management Oversight Committee and Interagency Field Team, commonly used as a literature citation referencing these committees as authors of sections of the 5-Year Review, including the Technical Component (TC), Administrative Component (AC), or AMOC Recommendations Component (ARC)
AMWG	Adaptive Management Working Group
APA	Administrative Procedures Act of 1946
AZA	Association of Zoos and Aquariums
BAE	Biological Assessment and Evaluation
BRWRA	Blue Range Wolf Recovery Area, as designated by the Final Rule (50 CFR 17.84(k))
BNP	Banff National Park
CEQ	Council on Environmental Quality
DPS	Distinct Population Segment
DOA	Department of Agriculture
DOD	Department of Defense
DOI	Department of Interior
EPA	U.S. Environmental Protection Agency
FEIS	Final Environmental Impact Statement
ESA	Endangered Species Act of 1973, as amended
FAIR	Fort Apache Indian Reservation of the White Mountain Apache Tribe
Final Rule	Final "nonessential experimental population" or "10(j)" rule of1998 for Mexican wolf reintroduction in Arizona and New Mexico, 50 CFR 17.84(k)
Great Lakes	USFWS gray wolf recovery program administered out of the Great Lakes, Big Rivers Region (Region 3)
GMU	Game Management Unit
GYA	Greater Yellowstone Area
IFT	Interagency Field Team (for the Reintroduction Project, see below)
LRMP	Land and Resource Management Plan
MVP	Minimum Viable Population
MWEPA	Mexican Wolf Experimental Population Area

MWRP	Mexican Wolf Recovery Program
NEP	Non-essential Experimental Population
NEPA	National Environmental Policy Act of 1969
NFMA	National Forest Management Act
NMDGF	New Mexico Department of Game and Fish
NRM DPS	Northern Rocky Mountain Distinct Population Segment
Northern Rockies	USFWS gray wolf recovery program administered out of the Mountain-Prairie Region (Region 6) and Pacific Region (Region 1)
PVA	Population Viability Analysis
SOP	Standard Operating Procedure for the Reintroduction Project
SSP	Species Survival Program
SWDPS	Southwestern Gray Wolf Distinct Population Segment
SWDPS Recovery Team	Southwestern Gray Wolf Distinct Population Segment (with emphasis on the Mexican gray wolf, *Canis lupus baileyi*) Recovery Team
USDA	U.S. Department of Agriculture
USDA Forest Service	U.S. Department of Agriculture, Forest Service
USDA-WS	US Department of Agriculture-Animal Plant Health Inspection Service, Wildlife Services
USFWS or Service	United States Fish and Wildlife Service
WMAT	White Mountain Apache Tribe
YNP	Yellowstone National Park

DEFINITIONS

Agent/Designated Agent – Individuals that are designated through a: (1) Service Section 10 (a)1(A) permit, (2) Section 6 Agreement, or (3) a Service-Approved Management Plan, based, in part, on their training and technical expertise with respect to wolf reintroduction, monitoring, management, care and handling.

Authorized Agencies/personnel – Agencies and their employees that are designated through a (1) Service Section 10 (a)1(A) permit, (2) Section 6 Agreement, or (3) a Service-Approved Management Plan, based, in part, on their training and technical expertise with respect to wolf reintroduction, monitoring, management, care and handling.

Aversive Conditioning -The use of some noxious or punishing stimuli on problem wolves to modify or stop undesirable behaviors, such as: (1) depredation on domestic livestock, (2) displaying fearless behavior of humans, or (3) interacting with other domestic animals or pets (i.e., dogs or cats).

Depredation - The confirmed killing of lawfully present domestic livestock by one or more wolves. The Service, USDA Wildlife Services (WS), or other Service-authorized agencies confirm cases of wolf depredation on domestic livestock (see Appendix I).

Depredation Incident - The aggregate number of livestock killed or mortally wounded by an individual wolf or a single pack of wolves at a single location within a 1-day (24-hour) period, beginning with the first confirmed kill, as documented in the initial incident investigation pursuant to Appendix I. Note: in some situations, dead or mortally wounded livestock may be discovered during management follow-up in an incident area that were not counted in the original depredation incident. Field personnel and the permittee or landowner will discuss and the field personnel must determine whether such animals represent an additional incident or should be included in the earlier incident

Federal Land - Federally managed lands.

Hard Release - The transport and immediate release of wolves at an appropriate site.

Lawfully Present Livestock - Livestock (cattle, sheep, horses, mules, and burros) occurring on private lands or on legal allotments (not trespassing) on Federal lands.

Livestock - cattle, sheep, horses, mules, burros, llama, and alpaca's, or other domestic animals defined as livestock in State and Tribal wolf management plans approved by the Service.

Management Actions - (a) application of aversive conditioning techniques to problem wolves; (b) capturing wolves on Federal, State, Tribal, or private lands, radio tagging and releasing them on site; (c) translocating wolves to remote areas; or (d) placing wolves in captivity.

Management Agency - A Federal or State or Tribal agency permitted by the Service under Section 10 of the ESA to conduct wolf management actions.

Nuisance Activity/Behavior/Scenario - Refers to a wolf or wolves that display a lack of avoidance of humans or their residences. The definition for nuisance activity/behavior by wolves is potentially quite broad. However, a wolf passing by a residence at night without being observed is generally not considered a nuisance scenario, while a wolf that does not move away from humans during a close encounter is clearly a nuisance scenario. In between these two examples lies a large gray area that requires the professional judgment of Management Agency employees based on reported behavior,

evidence at the scene (i.e., tracks, scats, and telemetry locations), and the past behavior of the wolf or wolves.

Pack - A group (≥ 3) of wolves, usually consisting of a breeding male, female, and any number of their offspring.

Pets - Any domestic animal (other than cattle, sheep, horses, mules, burros, llamas, and alpacas) that could be killed or maimed by wolves that are lawfully present on Federal, State, or private land, excluding feral animals.

Problem Wolves - Wolves that: (1) have depredated on lawfully present domestic livestock two times in an area (200 square miles (e.g., a packs territory)) within six months, (2) are members of a pack (including adults, yearlings, and young-of-the-year greater than six months of age) that were directly involved in livestock depredations two times in area (200 square miles (e.g. a packs territory)) within six months, (3) have depredated domestic animals or pets other than livestock on private or tribal lands, two times in an area (200 square miles (e.g., a packs territory)) within six months, or (4) are habituated to humans, human residences, or other facilities.

Removal - Capture and placement in captivity or translocation of problem wolves.

Soft Releases - When wolves are placed in an acclimation pen (constructed of chain link or mesh material) and held for a period and then released on site.

Take - To harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, collect, or to attempt to engage in any such conduct (16 U.S.C 1532 et. seq.).

Translocation - Capturing, affixing a radio collar, and moving wolves from one site to another where they are 'hard' or 'soft' released

1 INTRODUCTION, PURPOSE AND NEED FOR ACTION

This Environmental Impact Statement (EIS) has been prepared by the Department of Interior, United States Fish and Wildlife Service in compliance with the National Environmental Policy Act (NEPA) of 1969 (42 United States Code [U.S.C] § 4321 et seq.); the Council on Environmental Quality (CEQ) Regulations for Implementing NEPA (Title 40 Code of Federal Regulations [C.F.R.] §§ 1500-1508); DOI Regulations, (43 CFR Part 46 61292), U.S. Fish and Wildlife Service (USFWS) 550 FW 1 Draft Fish and Wild Service NEPA Reference Handbook (USFWS 2013) and other applicable USFWS guidance and instructions. The NEPA process is intended to help public officials make decisions based on the understanding of environmental consequences, and to take actions that protect, restore, and enhance the environment.

1.1 INTRODUCTION

The Mexican wolf (*Canis lupus baileyi*) (also known as the Mexican gray wolf) is listed as an endangered species protected by the Endangered Species Act of 1973, as amended (ESA, the Act). Efforts to reestablish the Mexican wolf in the wild are being conducted in both the United States and Mexico. In the United States the U.S. Fish and Wildlife Service (USFWS, we, us, the Service) is the Federal agency responsible for the recovery of the Mexican wolf. Under section 10(j) of the Act and our regulations at 50 CFR 17.81, the Service may designate a population of endangered or threatened species that has been or will be released into suitable habitat outside the species' current natural range as an experimental population. We established regulations for the experimental population of Mexican wolves in our Final 10 (j) Rule entitled "*Establishment of a Nonessential Experimental Population of the Mexican Gray Wolf in Arizona and New Mexico*" (1998 Final Rule).

In 1998 we began reintroducing captive-bred Mexican wolves into wild in the Blue Range Wolf Recovery Area (BRWRA) in Arizona and New Mexico as part of our strategy to recover the Mexican wolf. The BRWRA is part of the larger Mexican Wolf Experimental Population Area (MWEPA). The BRWRA consists of the entire Gila and Apache National Forests in east-central Arizona and west-central New Mexico. The MWEPA is a larger area surrounding the BRWRA that extends from Interstate Highway 10 to Interstate Highway 40 across Arizona and New Mexico and a small portion of Texas north of U.S. Highway 62/180 (63 FR 1752; January 12, 1998).

The Service intends to revise the existing regulations established in our 1998 Final Rule for the nonessential experimental population designation of the Mexican wolf. We also propose to implement a management plan for Mexican wolves that are not part of the experimental population. In this Environmental Impact Statement we analyze the environmental consequences of a range of alternatives, including the Proposed Action and No Action alternative, for our proposal to: (1) modify the geographic boundaries established for the Mexican wolf reintroduction in the 1998 Final Rule; (2) modify the management regulations established in the 1998 Final Rule which govern the release, translocation, natural dispersal, and take (see the definition of "take" provided in the List of Definitions) of Mexican wolves, and: (3) implement a management plan for Mexican wolves for those areas of Arizona and New Mexico that are external to the MWEPA. These actions would be implemented through a Final Nonessential Experimental Rule (see Appendix B for proposed rule), an Endangered Species Act (ESA) Section 10 (a)(1)(a) research and recovery permit, and/or provisions for federal funding.

1.1.1 Regulatory Background

The Mexican wolf was listed as an endangered subspecies (*Canis lupus baileyi*) on April 28, 1976 (41 FR 17740). The entire gray wolf species (*Canis lupus)* in North America south of Canada was listed as endangered on March 9, 1978, except in Minnesota where it was listed as threatened (43 FR 9607). Although this listing of the gray wolf species subsumed the previous Mexican wolf subspecies listing, the

rule stated that the USFWS would continue to recognize the Mexican wolf as a valid biological subspecies for purposes of research and conservation (43 FR 9607). On August 4, 2010, we published a 90-day finding on two petitions to list the Mexican wolf as an endangered subspecies with critical habitat (75 FR 46894). In the 90-day finding, we determined that the petitions presented substantial scientific information that the Mexican wolf may warrant reclassification as a subspecies or Distinct Population Segment (DPS). As a result of this finding, we initiated a status review. On October 9, 2012, we published our 12-month finding in the Federal Register (77 FR 61375) stating that the listing of the Mexican wolf as a subspecies or DPS was not warranted at that time because Mexican wolves already receive the protections of the Act under the species-level gray wolf listing of 1978. During 2011 and 2012, we conducted a 5-year review of the gray wolf finding that the entity currently described on the List of Endangered and Threatened Wildlife should be revised to reflect the distribution and status of gray wolf populations in the lower 48 States and Mexico by removing all areas currently included in its range, as described in the CFR, except where there is a valid species, subspecies, or DPS that is threatened or endangered (USFWS 2012).

On June 13, 2013 we published a Proposed Rule (*Proposed Revision to the Nonessential Experimental Population of the Mexican Wolf*, 78 FR 35719) for the Mexican wolf nonessential experimental population in Arizona and New Mexico. This action was taken in coordination with our proposed rule, published on the same date in the Federal Register**,** to list the Mexican wolf as an endangered subspecies and delist the gray wolf [*Removing the Gray Wolf (Canis lupus) From the List of Endangered and Threatened Wildlife and Maintaining Protections for the Mexican Wolf (Canis lupus baileyi) by Listing It as Endangered (*78 FR 35664)]. We published the proposed 10(j) rule to associate the nonessential experimental population of Mexican wolves with the Mexican wolf subspecies listing, if finalized, rather than with the listing of the gray wolf at the species level and because we are considering changes to the current Mexican wolf nonessential experimental population designation.

1.1.2 Previous Environmental Review

The environmental effects of the reintroduction of the Mexican wolf have been previously analyzed and addressed in the following National Environmental Policy Act (NEPA) documents:

- *Final Environmental Impact Statement (FEIS) for the Reintroduction of the Mexican Wolf within its Historic Range in the Southwestern United States. November 06, 1996* (USFWS 1996).
- *Final Environmental Assessment (FEA) for the Translocation of Mexican Wolves Throughout the Blue Range Wolf Recovery Area in Arizona and New Mexico. February 10, 2000* (USFWS 2000).
- *Decision Memo, Mexican Wolf Reintroduction, Pen Installation and Associated Temporary Camp at Twenty-two Release Sites, 2008-2012. USDA Forest Service, Apache-Sitgreaves National Forest. February 18, 2009* (USFS 2009).
- *Decision Memo, Installation of Temporary Mexican (Gray) Wolf Holding Pens, USDA Forest Service, Gila National Forest. March 16, 2006* (USFS 2006).

These documents are incorporated, where appropriate, by reference into this Environmental Impact Statement (CEQ, Sec 1502.21) in an effort to eliminate repetitive discussions of issues previously addressed, exclude from consideration issues already decided, and to focus on the issues ripe for decision in this environmental review (CEQ, Sec. 1502.20 and Sec. 1508.28).

1.1.3 Description of the Mexican Wolf

The Mexican wolf is the rarest, southern-most occurring, and most genetically distinct subspecies of all the North American gray wolves (Parsons 1996, Wayne and Vilá 2003, Leonard et al. 2005). The distinctiveness of the Mexican wolf and its recognition as a subspecies is supported by both morphometric (physical measurements) and genetic evidence (78 FR 35664, June 13, 2013). Mexican wolves tend to be patchy black, brown to cinnamon, and cream in color and are somewhat smaller than other gray wolves (Figure 1-1). Adults are about five feet (1.5 meters) in length and generally weigh between 50-90 pounds (23-41 kilograms) with a height at the shoulder of approximately 2-2.5 feet (0.6-0.8 meters) (78 FR 35664, June 13, 2013).

Figure 1-1. Mexican wolves (Credit: Jacquelyn M. Fallon)

Mexican wolves historically inhabited montane woodlands and adjacent grasslands in northern Mexico, New Mexico, Arizona, and the Trans-Pecos region of western Texas (Brown 1988) at elevations of 4000-5000 ft. where ungulate prey were numerous (Bailey 1931). The subspecies may have also ranged north into southern Utah and southern Colorado within zones of intergradation where interbreeding with other gray wolf subspecies may have occurred (Parsons 1996, Carroll et al. 2006, Leonard et al. 2005).

Numbering in the thousands before European settlement, Mexican wolf populations declined rapidly in the 20th century primarily due to concerted Federal, state, and private predator control and eradication efforts (Leonard et al 2005). By the early 1970s, the Mexican wolf was considered extirpated from its historical range in the southwestern United States (USFWS 1982). No Mexican wolves were known to exist in the wild in the United States or Mexico from1980 until the beginning of our reintroduction project in 1998 (USFWS 2010).

1.1.4 Description of the Mexican Wolf Recovery Program

Reintroduction efforts to reestablish the Mexican wolf in the wild are being conducted in both the United States and Mexico. In the United States the U.S. Fish and Wildlife Service is the Federal agency responsible for the recovery of the Mexican wolf. The Service has been engaged in efforts to conserve and ensure the survival of the Mexican wolf for over three decades. The first Mexican Wolf Recovery Team was formed in 1979, and the United States and Mexico signed the Mexican Wolf Recovery Plan in

September 1982. The 1982 Mexican Wolf Recovery Plan did not provide recovery/delisting criteria, but did provide a prime objective:

"*To conserve and ensure the survival of Canis lupus baileyi by maintaining a captive breeding program and re-establishing a viable, self-sustaining population of at least 100 Mexican wolves in the middle to high elevations of a 5,000 square mile area within the Mexican wolf's historic range"* (USFWS 1982).

This objective has since guided the recovery effort for the Mexican wolf in the United States. The current management structure of the Mexican wolf recovery effort distinguishes between the Service's Mexican Wolf Recovery Program (Recovery Program) and the interagency Mexican Wolf Blue Range Reintroduction Project (Reintroduction Project). The Recovery Program encompasses captive breeding, reintroduction, and all related conservation activities for the Mexican wolf (USFWS 2010). The primary statute governing the Mexican Wolf Recovery Program is the Endangered Species Act. Section 4(f)(1) of the ESA states that the Secretary of the Interior shall develop and implement recovery plans for the conservation and survival of endangered species. Guidance for the specific activities conducted under the Mexican Wolf Recovery Program is provided within several documents including: (1) the 1982 Mexican Wolf Recovery Plan (USFWS 1982); (2) the 1996 Final Environmental Impact Statement (FEIS) (USFWS 1996) (3) the January 12, 1998, Final Rule (63 FR 1752, January 12, 1998); (4) the 1998 Mexican Wolf Interagency Management Plan (USFWS 1998a), and; (5) Federal Fish and Wildlife Permit number TE091551-8, dated 04 April 2013, issued under 50 CFR 17.32. This programmatic permit covers management activities for nonessential experimental wolves within Arizona and New Mexico (USFWS 2013). The Reintroduction Project encompasses the management activities associated with the experimental population.

A comprehensive description of the Recovery Program and the Reintroduction Project is provided in the 2010 Mexican Wolf Conservation Assessment (Appendix D) (USFWS 2010).

1.1.4.1 Captive Breeding Program

A binational captive-breeding program between the United States and Mexico was initiated in the late 1970s with the capture of the last remaining Mexican wolves in the wild. Referred to as the Mexican Wolf Species Survival Plan (SSP) the captive breeding program's ultimate objective is to provide healthy offspring for release into the wild (Figure 1-2), while conserving the Mexican wolf subspecies genome (Lindsey and Siminski 2007). The establishment and success of the captive-breeding program temporarily prevented immediate absolute extinction the Mexican wolf and, by producing surplus animals, has enabled us to undertake the reestablishment of the Mexican wolf in the wild (USFWS 2010, 78 FR 35664, June 13, 2013). The wolves in the captive population are the only source of animals for release into the wild. All Mexican wolves alive today originated from three lineages (Ghost Ranch, Aragon and McBride) consisting of a total of seven wolves. From the original seven "founding" Mexican wolves the captive population has expanded to its current (October 2012) size of 258 wolves held in 52 facilities (Figure 1-3) both in the United States and Mexico (Siminski and Spevak 2012). Because of the small number of founders upon which the existing Mexican wolf population was established there are pronounced genetic challenges which include inbreeding (mating of close relatives), loss of heterozygosity (a decrease in the proportion of individuals in a population that have two different alleles for a specific gene), and loss of adaptive potential (the ability of populations to maintain their viability when confronted with environmental variations) (Fredrickson et. al 2007, 78 FR 35664, June 13, 2013). Inbred populations may have fitness restored by the immigration of unrelated individuals however there are no known possibilities for the addition of new founders that could potential contribute to an improvement in the gene diversity of the existing Mexican wolf population (Siminski and Spevak 2012).

Figure 1-2. Saddle Pack litter at the Sevilleta Wolf Management Facility (Credit: U.S. Fish and Wildlife Service)

Figure 1-3. The Sevilleta Wolf Management Facility (Credit: U.S. Fish and Wildlife Service)

1.1.4.2 The Mexican Wolf Blue Range Reintroduction Project

The current objective of the Mexican Wolf Blue Range Wolf Reintroduction Project (Reintroduction Project) is to restore a self-sustaining population of at least 100 wild Mexican wolves distributed over 5,000 square miles (12,950 km²) of the Blue Range Wolf Recovery Area (BRWRA). This objective is consistent with the 1982 Mexican Wolf Recovery Plan (Paquet et al. 2001). The Reintroduction Project is a collaborative effort among Federal, state, county, and tribal agencies that: (a) have regulatory jurisdiction and management authority over Mexican wolves or the lands that Mexican wolves occupy in Arizona and New Mexico; or (b) are responsible for representing constituency interests while striving to make reintroduction compatible with current and planned human activities, such as livestock grazing and hunting (MOU 2010).

Under the provisions of the 1998 Final Rule we established two recovery areas, the BRWRA and the White Sands Wolf Recovery Area (WSWRA), within the Mexican Wolf Experimental Population Area (MWEPA) (Figure 1-4). We designated primary recovery zones within each of these recovery areas where the initial release of Mexican wolves from captivity to the wild is authorized. Natural dispersal and translocations (re-release of captured wolves with previous wild experience) are allowed throughout the recovery areas. Wolves which disperse to establish territories outside of the recovery areas must be captured and returned or placed in captivity (63 FR 1752, January 12, 1998). In collaboration with our partners in the Reintroduction Project, we began reintroducing Mexican wolves into the BRWRA in 1998. In 2000, the White Mountain Apache Tribe (WMAT) agreed to allow free-ranging Mexican wolves to inhabit the Fort Apache Indian Reservation (FAIR). Continued occupancy of Mexican wolves on the FAIR is dependent upon tribal agreement. We have only released Mexican wolves into the BRWRA and the FAIR. We have never utilized the WSWRA for the release of wolves.

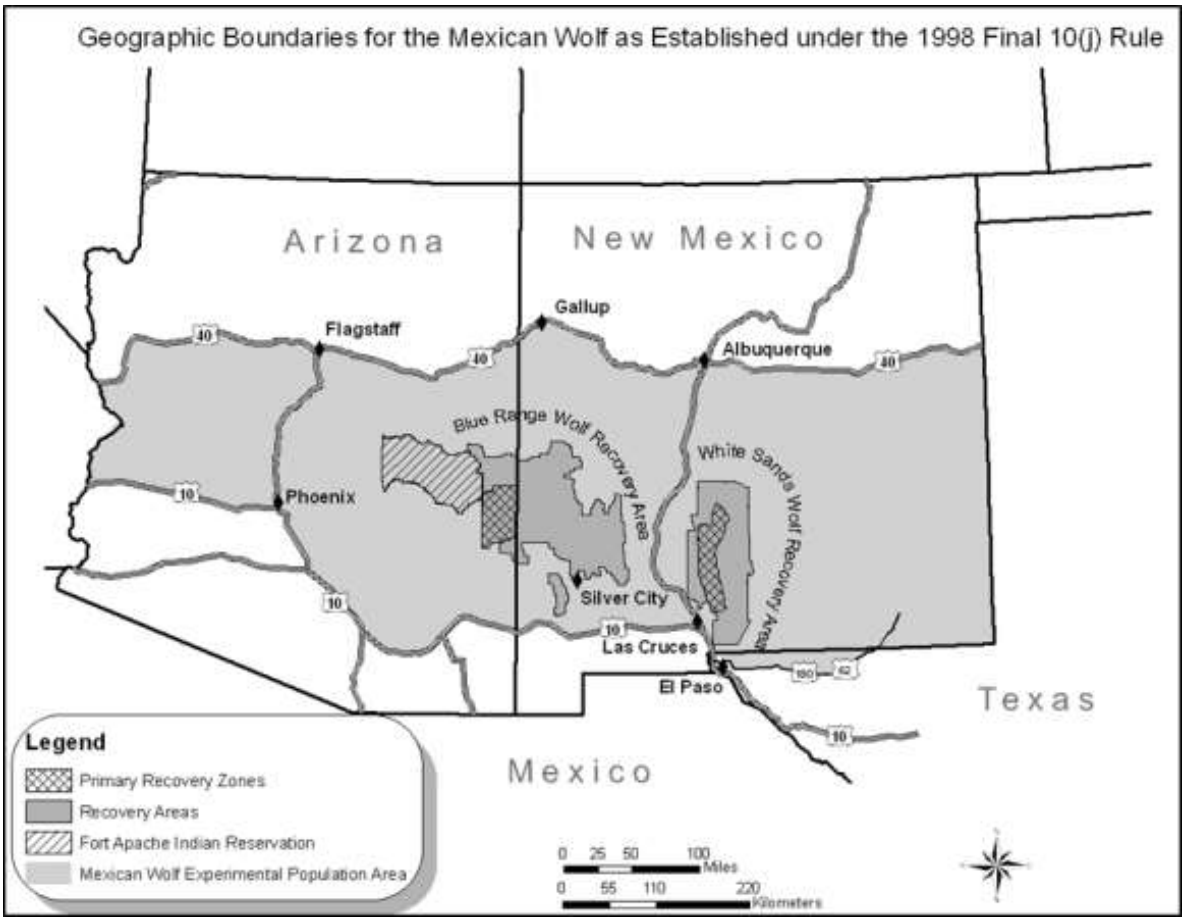

Figure 1-4. Geographic boundaries for the nonessential experimental population of the Mexican wolf as established under the 1998 Final Rule.

Figure 1-5. Blue Range Wolf Recovery Area sign (Credit: U.S. Fish and Wildlife Service)

The BRWRA is located wholly within the Apache and Gila National Forests in east-central Arizona and west-central New Mexico. It encompasses 7,212 square miles (18,679 km^2). The adjoining FAIR provides an additional 2,627 square miles (6,804 km^2) for wolf colonization and releases. Mixed conifer forests (Figure 1-6) in the higher elevations and semi-desert grasslands in the lower elevations characterize the BRWRA, with ponderosa pine (*Pinus ponderosa*) forests dominating the area in between (USFWS 1996).

Figure 1-6. Mixed conifer forest within the Blue Range Wolf Recovery Area (Credit: Jacquelyn M. Fallon)

Potential native ungulate prey of Mexican wolves within the BRWRA include elk (Figure 1-7) (*Cervus elaphus*), white-tailed deer (*Odocoileus virginianus*), mule deer (*O. hemionus*), and to a lesser extent, pronghorn antelope (*Antilocapra americana*), javelina (*Tayassu tajacu*), and Rocky Mountain bighorn sheep (*Ovis canadensis*) (Parsons 1996). Other sources of prey include small mammals, and occasionally birds (Reed et al 2006).

Figure 1-7. Elk in the Blue Range Wolf Recovery Area (Credit: U.S. Fish and Wildlife Service)

Other large predators in the BRWRA include coyotes (*Canis latrans*), cougars (*Puma concolor*), and black bears (Figure 1-8) (*Ursus americanus*) (USFWS 1996).

Figure 1-8. Black bear and Mexican wolf in the Blue Range Wolf Recovery Area (Credit: Mexican Wolf Interagency Field Team)

Approximately 82,600 cattle and 7,000 sheep were permitted to graze roughly 69% of the BRWRA, and 50% of the allotments were grazed year-round when the Reintroduction Project began (USFWS 1996). The actual numbers of cattle (Figure 1-9) and sheep varies each year relative to environmental factors and are generally lower under drought conditions.

Figure 1-9. Cattle grazing in the Blue Range Wolf Recovery Area (Credit: Mexican Wolf Interagency Field Team)

A complete description of the BRWRA is provided in Chapter 3 and can be found in the 5-Year Review (AMOC and IFT 2005) and in the 1996 Final Environmental Impact Statement (USFWS 1996) which is incorporated herein by reference.

Nonessential experimental status, as established by the 1998 Final Rule allows for the active management of wolves, including relaxing prohibitions on take (see the definition of "take" provided in the Definition of Terms), removal of problem wolves, and the translocation of previously released wolves within the BRWRA. An Interagency Field Team (IFT), consisting of field staff from the Service and our partner agencies, carries out the majority of the routine management activities of the Reintroduction Project. The IFT has the primary responsibilities of collecting data, monitoring (Figure 1-10), and managing the experimental Mexican wolf population. On a daily basis IFT management activities and field work may include:

- Monitoring individual wolves and pack movements

All adult wolves released from captivity or trapped in the wild are radio collared with a goal to maintain a minimum of two collared wolves per pack. Collared wolves are radio-tracked periodically from the ground and a minimum of once a week from the air (weather permitting). Locational data is entered into the Reintroduction Project's database to be correlated with reports for specific incidents (e.g., depredations, nuisance reports), management actions (e.g., captures, translocations, initial releases) and pack activities (e.g., denning, predation, mortalities).

Figure 1-10. Helicopter count and capture methods (Credit: Mexican Wolf Interagency Field Team)

- Depredation response, outreach and education

In order to minimize the occurrence of depredation incidents and nuisance behavior IFT activities may include proactive outreach and education efforts with livestock producers and local residents. Response to reports of depredation incidents or nuisance behavior may include the use of non-lethal techniques such as: capture/ radio collar/release on site; guard animals; fladry; taste aversion; harassment using scare devices and noise (e.g., cracker shells) and/or non-lethal munitions (e.g., rubber bullets, bean bag rounds, paintballs); den disturbance; manipulation of pack movements using food caches, and; movement of cattle

away from core pack territory (Figure 1-11, Figure 1-12, Figure 1-13). If the problem persists or becomes chronic the wolf (or wolves) may be captured and translocated or permanently removed to captivity. Lethal control may be used in accordance with approved management plans, protocols, and with the authorization of the Service's Mexican Wolf Recovery Coordinator.

Figure 1-11. Non-lethal munitions (Credit: U.S. Fish and Wildlife Service)

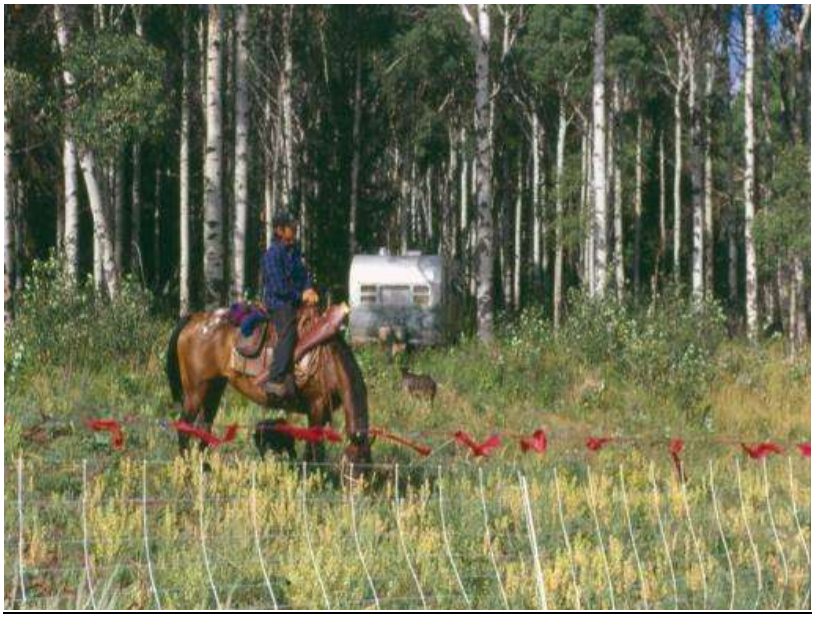

Figure 1-12. Range rider, fladry and fencing (Credit: U.S. Fish and Wildlife Service)

Figure 1-13. Fladry and fencing (Credit: Mexican Wolf Interagency Field Team)

- Initial releases and translocations

Wolves that are to be directly released from captivity or translocated may be transported by vehicle, mule, or helicopter to release areas (Figure 1-14). In support of the release IFT personnel may build temporary mesh or chain link paneled pens at sites that are previously approved by the U.S. Forest Service (Figure 1-15). Food caches may be maintained as necessary until the wolves leave the area and/or demonstrate their ability to maintain themselves in the wild. Personnel often camp near the release site to monitor the wolves.

Figure 1-14. Transport by mule into wilderness area release site (Credit: George Andrejko, Arizona Game and Fish Department)

Figure 1-15. Pair of Mexican wolves inside a modified soft release pen (Credit: Mexican Wolf Interagency Field Team)

- Conduct research and collect information

These activities may include: aerial and ground telemetry monitoring; observation of wolves to obtain visual counts on the number of pups and adults in a pack; depredation investigations; howling surveys; collection of biological data (blood, feces, physical measurements and examination), and; collaboration with researchers for data collection and analysis on approved projects (Figure 1-16, Figure 1-17).

Figure 1-16. A Mexican wolf being processed and fitted with a radio-telemetry collar (Credit: Mexican Wolf Interagency Field Team)

Figure 1-17. Trail camera picture used for remote monitoring (Credit: Mexican Wolf Interagency Field Team)

We select wolves from the captive population for release to the wild based on several factors, including their genetic makeup, reproductive performance, behavior, physical suitability, and overall response to the adaptation process in pre-release facilities (Figure 1-18) (USFWS 2006). We released ninety-two captive-raised wolves into the Primary Recovery Zone (PRZ) of the BRWRA and the FAIR between 1998 and the end of 2012. The PRZ is approximately 1171 square miles (3033 km^2) in area, or approximately 16 percent of the entire BRWRA (Figure 1-4). It is situated entirely within the southern portion of the Apache National Forest in Arizona. The Secondary Recovery Zone (SRZ) encompasses all of the Gila National Forest in New Mexico and the northern part of the Apache National Forest in Arizona. It is the remainder of the BRWRA not included in the PRZ. Wolves released in the PRZ of the BRWRA are allowed to naturally disperse into the SRZ.

Figure 1-18. Release of a collared Mexican wolf (Credit: U.S. Fish and Wildlife Service)

We may translocate (capture and release in another location) or temporarily remove wild wolves for authorized management purposes such as: depredation behaviors that do not warrant permanent removal; nuisance behaviors that do not warrant permanent removal; boundary violations (e.g., wolves establishing territories wholly outside of the BRWRA or FAIR); necessary veterinary care, and; facilitation of pair bonding. Wolves that we temporarily remove from the wild may be translocated into the PRZ and SRZ of the BRWRA as well as the FAIR (contingent on WMAT concurrence), however, management considerations may prevent re-release of such animals. The Mexican Wolf Recovery Coordinator may authorize permanent removals by lethal or non-lethal (capture and placement in a captive facility) methods due to severe depredation or nuisance behavior. For the period 1998-2012, we permanently removed 36 wolves. This total includes 12 animals removed by lethal control. In summary, from 1998 to 2012 we released 92 wolves from captivity, permanently removed 36 wolves and conducted 118 temporary removals and 102 translocations (Table 1-1).

Year	Wolves Released	Number of Permanent Removals	Number of Temporary Removals	Number of Translocations
1998	13	2	4	3
1999	21	0	12	2
2000	16	4	19	18
2001	15	1	9	6
2002	9	3	4	7
2003	8	1	14	15
2004	5	1	6	9
2005	0	5	16	16
2006	4	8	10	6
2007	0	9	14	5
2008	1	0	2	6
2009	0	0	7	6
2010	0	0	0	1
2011	0	1	1	2
2012	0	1	0	0
Total	92	36[1]	118[2]	102[2]

[1] Permanent removals include 12 animals removed by lethal control.
[2]Temporary removals in excess of translocations equal net loss to population of 16 animals.

Table 1-1. Mexican Wolf Experimental Population Releases, Removals and Translocations (Blue Range Wolf Recovery Area and Fort Apache Indian Reservation) from 1998 to 2012.

The IFT conducts an end- of -year count each January in order to establish the minimum number of wolves in the BRWRA and FAIR (Figure 1-19). The Mexican wolf minimum population count in the BRWRA (including the FAIR) was 75 wolves in 2012 (Table 1-2). Based on a wolf population size of 37 wolves, wolf density in the Arizona portion of the BRWRA and FAIR is approximately one wolf per 122 square miles (316 km^2) (USFWS 2011). A population of 38 wolves in New Mexico (USFWS 2011) yields an average wolf density in New Mexico of one wolf per 140 square miles (363 km^2).

Year	Minimum Population Count (Observed)
1998	4
1999	15
2000	22
2001	26
2002	42
2003	55
2004	46
2005	42
2006	59
2007	52
2008	52
2009	42
2010	50
2011	68
2012	75

Table 1-2. Mexican Wolf End of Year Population Counts in New Mexico and Arizona from 1998 to 2012.

Figure 1-19. Mexican wolves in the Blue Range Wolf Recovery Area observed from aircraft (Credit: Mexican Wolf Interagency Field Team)

1.1.5 Mexican Wolf Recovery in Mexico

Responsibility for the reintroduction of the Mexican wolf in Mexico is divided between two federal agencies, CONANP and SEMARNAT's Dirección General de Vida Silvestre. Mexico initiated the reestablishment of the Mexican wolf to the wild with the release of five captive-bred wolves into the San Luis Mountains in the state of Sonora just south of the U.S.–Mexico border in October 2011 (Figure 1-20

Area 1). Additional releases continued in 2012 with a sixth Mexican wolf released in March 2012 and a pair of Mexican wolves released in October 2012. The Mexican government has informed the Service of their plans to continue releases of Mexican wolves into the northern area in the Sierra Madre Occidental (Figure 1-20 Areas 1, 2 and the mountainous habitatat between these two areas), and to potential initiate releases in the Mexican state of Nuevo Leon (Figure 1-20 Area 5). Although high levels of mortality due to illegal killing has resulted in a setback to the reestablishment of a population of wolves we expect the number of Mexican wolves in the wild in Mexico to fluctuate from zero to several wolves or packs of wolves during 2013 and into the future in or around Sonora and Chihuahua or other Mexican States.

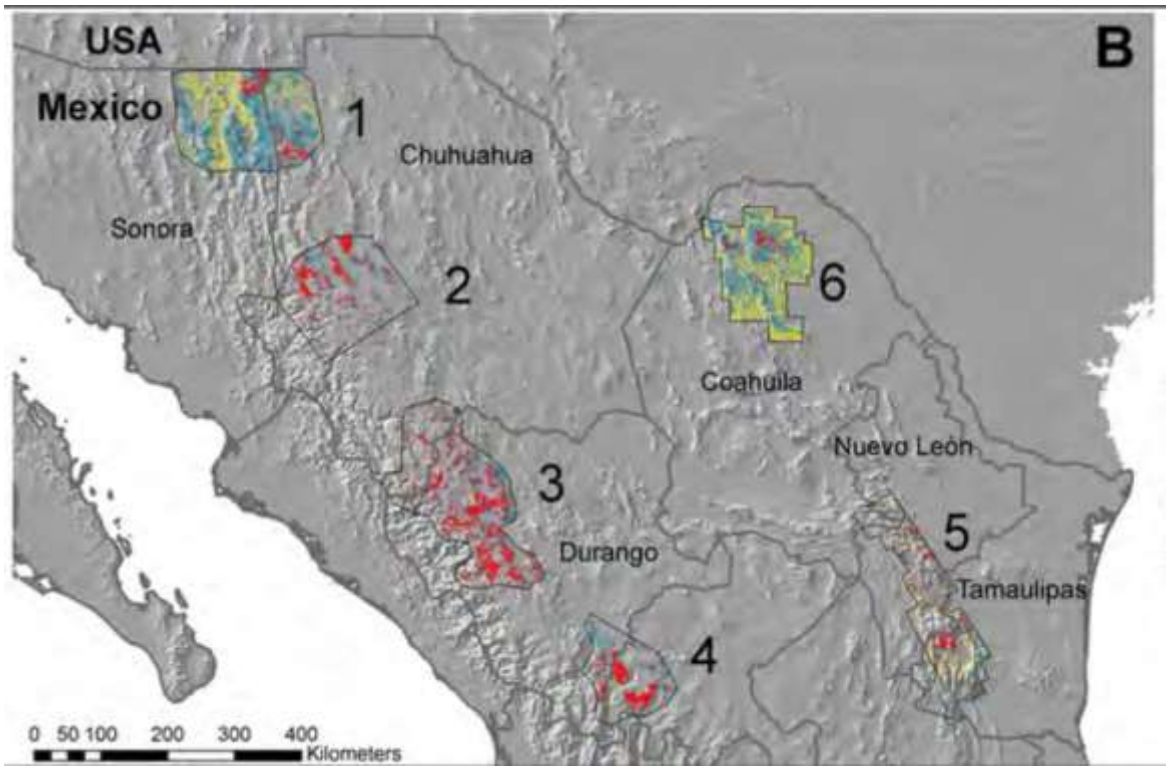

Figure 1-20. Potential reintroduction areas in northern Mexico (1, Sonora-Chihuahua; 2, Central Chihuahua; 3, Chihuahua-Durango; 4, Durango-Zacatecas; 5, Nuevo Leon-Tamaulipas; 6, Coahuila). Colored areas have intermediate probability of anthropogenic mortality within the reintroduction area. Red, Blue, and Yellow colors indicate high, intermediate and low quality habitat, respectively (Modified from Araiza et al. 2012).

1.2 PURPOSE AND NEED FOR THE PROPOSED ACTION

We are proposing to modify the regulations established for the Mexican wolf reintroduction in the 1998 Final Rule and to implement a management plan for Mexican wolves for those areas of Arizona and New Mexico that are outside of the Mexican Wolf Experiment Population Area (MWEPA). The purpose of our proposed action is to establish a viable, self-sustaining experimental population of Mexican wolves within the MWEPA and to effectively manage Mexican wolves throughout Arizona and New Mexico. Modification of the regulations established in our 1998 Final Rule is needed because under the current regulations we have not been able to achieve the necessary population growth that would ensure the resiliency and genetic health of the experimental population. Implementation of the Mexican Wolf

Management Plan is needed because there is a potential for Mexican wolves to inhabit areas in Arizona and New Mexico outside of the MWEPA.

The mission statement of the U.S. Fish and Wildlife Service is:

"Working with others, to conserve, protect, and enhance fish, wildlife, plants, and their habitats for the continuing benefit of the American people."

Under the provisions of the Endangered Species Act of 1973([16 USC §1531-1544], as amended (ESA), we have primary responsibility for conservation of terrestrial and freshwater organisms. Section 4(f)(1) of the ESA directs the Secretary of the Interior to "develop and implement recovery plans for the conservation and survival of endangered species." We developed a recovery plan for the Mexican wolf in 1982 (Service 1982). The 1982 Mexican Wolf Recovery Plan did not provide recovery/delisting criteria, but did provide a prime objective:

"*To conserve and ensure the survival of Canis lupus baileyi by maintaining a captive breeding program and re-establishing a viable, self-sustaining population of at least 100 Mexican wolves in the middle to high elevations of a 5,000 square mile area within the Mexican wolf's historic range."*

Our proposal to modify the 1998 Final Rule is a result of the experience and information we have gained since we began pursuing this reintroduction objective in 1998. Over time, we have identified a number of regulatory mechanisms and threats hindering the biological progress of the population and the recovery program including:

- Regulations associated with the internal and external boundaries of the Blue Range Wolf Recovery Area (BRWRA) that limit release of captive-raised wolves to a small subset of the recovery area (Paquet et al. 2001, AMOC and IFT 2005, Service 2010).
- Regulations that require capture and removal of wolves that disperse to establish territories outside of the recovery area (Paquet et al. 2001, AMOC and IFT 2005, Service 2010);
- Management guidelines for conducting wolf control actions which require aggressive removal of wolves due to depredation, nuisance, and boundary violations (Service 2010);
- Human caused mortality, including illegal shooting (78 FR 35664, June 13, 2013); and
- Effects of inbreeding depression, including small litter size and low pup survival rates resulting in low natural recruitment, and low adaptive potential (78 FR 35664, June 13, 2013).

The cumulative impacts of these regulatory hindrances and threats to the Mexican wolf are putting the reintroduction project at risk of failure to achieve the reintroduction goal of a viable, self-sustaining experimental population of wolves (USFWS 2010). High human caused mortality and high rates of management removals have resulted in a population growth rate that has not achieved reintroduction project goals for the experimental population in the expected timeframe (USFWS 2010). Furthermore, the Mexican wolf is more susceptible to population decline at a given mortality rate than other gray wolf populations because of smaller litter sizes, less genetic diversity, lack of immigration from other populations, and potential low pup recruitment (USFWS 2010). When we began the reintroduction effort, we projected that the population would grow to a minimum of 100 wolves by 2006 (USFWS 1996). Between 1998 and 2003, the actual minimum population of Mexican wolves in the BRWRA tracked closely with population projections in the 1996 Final Environmental Impact Statement (USFWS 1996). Between 2002 and 2011 the population size hovered around the halfway point of the population target of at least 100 wolves. Although the size of the experimental population increased from 2010 to 2012 it has not exhibited continuous steady growth over the course of the entire reintroduction nor have we achieved

the minimum target population objective. As of December 31, 2012, the reintroduced wild Mexican wolf minimum population in the BRWRA (including the FAIR) was 75 wolves (Table 1-3).

Although some degree of fluctuation in the annual growth rate of the experimental population is to be expected our implementation of the Mexican wolf reintroduction project has provided insight as to the extent to which provisions of the 1998 Final Rule have hindered the growth of the experimental population by: limiting the initial release of captive-raised wolves to only the Primary Recovery Zone (PRZ) of the BRWRA; stipulating that wolves that disperse to establish territories outside of the BRWRA be captured and returned or placed in captivity, and; requiring the aggressive removal of wolves. In wild wolf populations annual rates of increase generally vary between 0.93 and 2.40 (Fuller and Keith 1980, Fritts and Mech 1981 as cited in Paquet et al. 2001). A population growth rate (annual rate of increase) of 1.0 corresponds to replacement where recruitment (new members gained either through birth or immigration) is equal to deaths and the size of the population remains static. An annual growth rate (annual rate of increase) of 2.0 results in a doubling of the population size because recruitment (including releases) is twice that of deaths (including removals). Several factors limit growth of wolf populations including, most significantly, ungulate prey biomass and human-caused mortality. In a managed wild population management removals are similar to mortality and releases are similar to recruitment (Paquet et al. 2001). The contributions of management actions to the overall growth of the experimental population of Mexican wolves over the course of the reintroduction project from 1998 through 2012 can be generally broken into three phases. In the first phase, corresponding to the years 1998 through 2002, a high number of initially released and translocated wolves (n = 110) together with a moderate number of temporary and permanent removals (n = 58) contributed to a net gain of 38 wolves in the overall population and the highest population growth rate (2.003) experienced by the reintroduction project. The second phase from 2003 through 2007, characterized by a moderate number of initial releases and translocations of wolves (n = 68) and a high number of temporary and permanent removals (n = 84), contributed to a net gain of 10 wolves in the overall population and a population growth rate that was relatively flat (1.069). A third phase from 2008 through 2012, characterized by a low number of releases and translocations (n = 16) but also a low number of temporary and permanent removals (n = 11) contributed to a net gain of 23 wolves and a higher population growth rate (1.092) than the previous phase (Tables 1-4 and 1-5). This analysis of the growth rates of the experimental population correlated with the general phases of our management activity validate the recommendations of the three (Paquet et al. 2001) and five year (AMOC and IFT 2005) reviews and our Conservation Assessment completed in 2010 (Appendix D) (USFWS 2010). These reports universally identified inflexible management regulations resulting in a low number of releases and a high number of removals as counterproductive to the achievement of the population growth needed for the establishment of a viable, self-sustaining experimental population of Mexican wolves.

Year	Minimum Population Count (Observed)	Population Projected in 1996 Final Environmental Impact Statement (FEIS)[1]
1998	4	7
1999	15	14
2000	22	23
2001	26	35
2002	42	45
2003	55	55
2004	46	68
2005	42	83
2006	59	102
2007	52	-
2008	52	-
2009	42	-
2010	50	-
2011	68	-
2012	75	-

[1]FEIS projections were made only through 2006 (USFWS 1996)

Table 1-3. Population Projections Compared to Mexican Wolf End of Year Minimum Population Counts in New Mexico and Arizona from 1998 to 2012.

Year	Releases and Translocations	Number of Mortalities[1]	Removals (Both permanent and temporary)[2,3]	Minimum Population Count (Observed)
1998	16	5	6	4
1999	23	3	12	15
2000	34	4	23	22
2001	21	9	10	26
2002	16	3	7	42
2003	23	12	15	55
2004	14	3	7	46
2005	16	4	21	42
2006	10	6	18	59
2007	5	4	23	52
2008	7	13	2	52
2009	6	8	7	42
2010	1	6	0	50
2011	2	8	2	68
2012	0	4	1	75
Total	194	92	154	N/A

[1]Mortalities include 37 due to illegal shooting (46%), 12 due to vehicle collision (15%), 14 due to natural causes (17.5%), 9 due to unknown causes (11%), 4 awaiting necropsy results (5%), and 4 due to other causes (5%).
[2]Permanent removals include 12 animals removed by lethal control.
[3]Temporary removals in excess of translocations equal net loss to population of 16 animals.

Table 1-4. Mexican Wolf Experimental Population Growth from 1998 to 2012

Period	Releases and Translocations	Number of Mortalities[1]	Removals (Both permanent and temporary)[2,3]	Net Gain in Population	Growth Rate
1998-2002	110	24	58	38	2.003
2003-2007	68	31	84	10	1.069
2008-2012	16	31	12	23	1.092

Table 1-5. Mexican Wolf Experimental Population Growth Rate from 1998 to 2012

We do not consider a minimum population of around 100 wolves to equate to "self-sustaining" or "viable" (USFWS 2010). At its current size of a minimum of 75 wolves, and even at the current objective of at least 100 wolves, the BRWRA population is, by demographic measures considered small (Shaffer 1987, Boyce 19992, Mills 2007, USFWS 2010) and has a low probability of persistence. The viability of the population when it reaches its target of at least 100 wolves remains unquantified, although qualitatively this target is significantly below estimates of viability appearing in the scientific literature and gray wolf recovery plans, which suggest hundreds to over a thousand wolves are necessary for long-term persistence in the wild (78 FR 35664, June 13, 2013).

The principles of resiliency and representation inform our consideration of what constitutes a viable, self-sustaining population of Mexican wolves in the MWEPA that can contribute to recovery. The principle of resiliency suggests that species that are more numerous and widespread are more likely to persist than

those that are not (Shaffer and Stein 2000). A species with a small population that is narrowly distributed is not resilient. It faces a higher risk of extinction than a species that is widely and abundantly distributed. The higher risk of extinction is due to the sensitivity of small populations to stochastic (that is, uncertain) demographic events such as low litter size or high adult mortality and to environmental stochasticity such as variation in prey base, catastrophic fire, drought, or disease epidemic. Small populations are also thought to be more vulnerable because of the deleterious effects of inbreeding (Wright 1977 as cited in Paquet et al. 2001).

Representation refers to the genetic variation embodied by members of a population or species. Higher levels of variation minimize the risk of inbreeding and better support ecological and evolutionary processes than low levels. Exploration of genetic representation demonstrates that the short-term genetic fitness and long-term adaptive potential of a population are best supported by establishing larger, rather than smaller, effective (that is, animals in the breeding population) population sizes. A depletion of genetic variation inevitably results when small effective populations remain closed (without immigration) over several generations (Lande and Barrowclough 1987). These small isolated populations may become even smaller if decreased genetic fitness results in reduced survival (increased mortality) (Paquet et al. 2001). The combination of small population size and low gene diversity can lead to a self-amplifying cycle in which mortality results in additional reduction in gene diversity, which leads to decreased fitness and lower survival rates, resulting in an "extinction vortex". Because of this self-amplifying cycle, the rate of extinction for small populations is higher than predicted from the population size alone (Caro and Laurenson 1994 as cited in Paquet et al. 2001).

At its current size and distribution the experimental population of Mexican wolves has low resiliency and does not contain adequate representation (USFWS 2010). It is a small, isolated, genetically impoverished population which has poor representation of the genetic variation remaining in the captive population. The wolves in the experimental population have Founder Genome Equivalents (FGE) that are 33 percent lower than found in the captive population and the estimated relatedness (population mean kinship) of these animals suggest that on average they are as related to one another as outbred full siblings are related to each other (Siminski and Spevak 2012). When gene diversity falls below 90% of that in the founding population, reproduction may be increasingly compromised by, among other factors, lower birth weights, smaller litter sizes, and greater neonatal mortality (Siminski and Spevak 2012). As of July 2012, the experimental population of wolves in the BRWRA has a retained gene diversity of 74.99%, and when compared to 2010 has shown a slight decline in both retained gene diversity and FGE (Siminski and Spevak 2012). Based on current estimates extrapolated to the minimum population target of 100, an effective (breeding animal) population size of 28 wolves is not adequate to ensure short or long-term genetic fitness for the experimental population of Mexican wolves in the BRWRA (USFWS 2010). There is evidence of strong inbreeding depression in the experimental population (Fredrickson et al. 2007) and without substantial management action to improve the genetic composition of the experimental population, inbreeding will accumulate and heterozygosity and alleles will be lost much faster than in the captive population (78 FR 35664, June 13, 2013). For the experimental population to become viable and self-sustaining, and thereby contribute to recovery, we must increase the size of the population and improve its gene diversity.

The reintroduction project for Mexican wolves now being undertaken by the Mexican government has created a requirement for a management plan for Mexican wolves that enter the United States and occur in areas of Arizona and New Mexico that are outside of the MWEPA. Dispersal and natural re-colonization of areas of suitable habitat in Arizona and New Mexico is possible if the Mexican government succeeds in establishing populations of Mexican wolves in the planned reintroduction areas of Mexico. Natural dispersal from Mexico into those areas of suitable habitat south of I-10 (the southern border of the MWEPA) is more likely than dispersal to those portions of Arizona and New Mexico north

of I-40. However, wolves are capable of dispersing long distances and wolves from the experimental population dispersing outside of the MWEPA without our knowledge could also contribute to natural re-colonization of areas of suitable habitat both south of I-10 and north of I-40. We would implement a management plan for Mexican wolves in these areas through an Endangered Species Act (ESA) Section 10 (a)(1)(a) research and recovery permit. This permit allows us to manage wolves to benefit their long term recovery and survival while effectively responding to reports of depredation incidents and nuisance behavior.

Recent scientific literature suggests that recovery will require redundant populations connected via dispersal to maintain self-sustaining viable populations (Wayne and Hedrick 2010, Carroll et al. in press). Based on this, we believe that recovery and long-term conservation of the Mexican wolf in the southwestern U.S. and northern Mexico will likely "depend on establishment of a metapopulation or several semi-disjunct but viable populations spanning a significant portion of its historic range in the region" (Carroll et al. 2006). The reintroduction of the Mexican wolf into the BRWRA was envisaged "as the first step toward recovery" (USFWS 1982, 63 FR 1752, January 12, 1998). We intend for our modifications to the 1998 Final Rule to contribute to the achievement of this "first step" by:

- Increasing the size, and improving the genetic health, of the experimental population of Mexican wolves – a population that will ultimately contribute to future recovery efforts;
- Improving the efficacy and flexibility of our management of the experimental population of Mexican wolves within the MWEPA

Our current management regulations are unlikely to enable us to attain a viable, self-sustaining population of Mexican wolves in the wild. Therefore we are proposing to modify the regulations established for Mexican wolf reintroduction in the 1998 Final Rule. We consider implementation of a management plan to be important because there is an increasing likelihood that Mexican wolves may disperse from Mexico into the United States and inhabit areas with suitable habitat in Arizona and New Mexico outside of the MWEPA. Therefore we propose to implement a management plan for Mexican wolves for these areas. In summary to meet our purpose and need our Proposed Action is intended to:

- More rapidly increase the total number of wolves in the experimental population. A larger and more viable population of wolves distributed over a larger area is more resilient than a small population in a small area and can be managed more effectively in response to wolf-livestock conflict, nuisance behaviors, and mortality factors.
- Improve the gene diversity of the experimental population. Higher levels of genetic variation decrease the risk of inbreeding and increases adaptive potential compared to low levels. With better representation the population is better able to support the loss of individual wolves with a particular genetic make-up. Wolves that may be lost from the population due to management removal actions or mortalities can be replaced with initial releases of captive-raised Mexican wolves with similar genetic background.
- Improve the recruitment of captive-raised wolves into the reintroduced wild population by expanding the area available for their initial release. Packs have established home ranges within the majority of the high quality habitat in the PRZ of the BRWRA. The release of additional family groups directly from captivity into suitable habitat in the PRZ has been therefore inhibited by the occupancy by other wolf packs. This situation has been one of the main factors responsible for the release of only one captive-raised wolf into the BRWRA during the period 2007 through 2012 (Table 1-1).

- Accommodate natural dispersal behavior by allowing the experimental population to occupy suitable habitat in the MWEPA. Natural dispersal and colonization of new areas is a key element in improving the resiliency of the experimental population.
- Effectively address wolf-livestock conflicts and the potential for wolf-human interaction within the MWEPA. Agreements made in voluntary cooperation with tribal governments and private landowners can benefit both Mexican wolf recovery and establish management actions that pro-actively minimize nuisance behavior and depredations.
- Effectively manage Mexican wolves in those areas of Arizona and New Mexico outside of the MWEPA in a manner that conserves and promotes their survival while being responsive to reports of depredation incidents and nuisance behavior.

1.3 RATIONALE FOR ELEMENTS OF OUR PROPOSED ACTION AND ALTERNATIVES

The following sections provide the rationale for specific elements of the proposed action and alternatives that we are considering for implementation.

1.3.1 Boundary Changes

The 3-Year (Paquet et al. 2001) and 5-Year (AMOC and IFT 2005) Reviews and the Conservation Assessment completed in 2010 (USFWS 2010) identified a number of issues associated with the internal and external geographic boundaries of the Blue Range Wolf Recovery Area (BRWRA) and the Mexican Wolf Experimental Population Area (MWEPA) that appeared to be hindering the growth of the Mexican wolf experimental population. We are proposing changes in the boundaries of the Mexican wolf experimental population to correct restrictions that were identified in our 2010 Conservation Assessment as contributing to the risk of population failure and adding to the challenges for recovery, particularly as related to genetic fitness (*representation*) and long-term adaptive potential (*resiliency*) of the experimental population (USFWS 2010).

1.3.1.1 Removal of the designation of the White Sands Wolf Recovery Area (WSWRA) as an area for the reintroduction of Mexican wolves

Alternatives One through Four: *Remove the designation of the WSWRA as an area for the reintroduction of Mexican wolves.*

We propose to remove the designation of the WSWRA because we no longer consider the area suitable for the initial release of captive-raised Mexican wolves.

In our 1998 Final Rule, we established two recovery areas (the BRWRA and the WSWRA) within the MWEPA. We designated the WSWRA as a wolf recovery area primarily because it lies within the probable historical range of the Mexican wolf, has a low density of human use and is largely free of livestock. The WSWRA encompasses 4,028 square miles (10,311 km^2) in south-central New Mexico. It includes all of the White Sands Missile Range (WSMR) and Holloman Air Force Base, White Sands National Monument, the San Andres National Wildlife Refuge (NWR) and the Jornada Experimental Range. The San Andres and the Oscura mountain ranges are within the WSWRA with the San Andres Mountains making up most of the primary recovery zone (USFWS 1996). Mule deer (*Odocoileus hemionus*) are the most abundant ungulate followed by the non-native African oryx (*Oryx gazella*), pronghorn antelope (*Antilocapra americana*) and feral horses (USFWS 1996). A small population of desert bighorn sheep (*Ovis canadensis mexicana*) also lives within the San Andres NWR.

Under the 1998 Final Rule, the reintroduction of wolves into the WSWRA through initial release is authorized, "if the Service finds it necessary and feasible" (63 FR 1752, January 12, 1998). Wolf population numbers are directly related to ungulate biomass (Fuller 1989). Due to a low density of

ungulate prey two independent assessments suggest that the WSWRA could only support 20 to 30 wolves (Bednarz 1988, Green-Hammond 1994). Deer populations have declined since these evaluations were conducted. We therefore consider this to be an overestimate of how many Mexican wolves this area could support in the present environment and have reevaluated the WSWRA as unlikely to be an area that can consistently support occupancy by wolves. The 3-Year Review concluded that a population of 20-30 wolves in the WSWRA "is not viable" and recommended that "the USFWS should not expend resources on reintroducing wolves to WSWRA (Paquet et al. 2001). The 5-Year Review also recommended that "any amended or new Mexican Wolf Nonessential Experimental Population Rule drafted…. not include White Sands Missile Range as a Mexican Wolf Recovery Area or as a Reintroduction Zone" (AMOC and IFT 2005). We have never utilized the WSWRA for the release or translocation of wolves because of the low density of ungulates and our consequent reevaluation of it as an area not suitable area for wolf reintroduction and release.

Under our proposal to allow Mexican wolves to naturally disperse throughout the MWEPA, Mexican wolves could on their own, traverse or establish home ranges in the San Andres and Oscura mountain ranges. However, due to the lack of an adequate prey base we do not intend to conduct initial release of captive-raised wolves in these areas. Because of these limitations and based on the recommendations of the Three-Year and Five-Year Reviews, we do not consider the designation of the WSWRA as a recovery area necessary to achieve our reintroduction goal of establishing a viable, self-sustaining experimental population of Mexican wolves within the MWEPA.

1.3.1.2 Modification of the geographic boundaries of the Mexican Wolf Experimental Population Area (MWEPA)

Alternatives One through Four: *Remove the small portion of Texas lying north of U.S. Highway 62/180 to the Texas-New Mexico boundary from the MWEPA.*

We propose to remove the small portion of Texas lying north of US Highway 62/180 from the MWEPA because: (1) it is not expected to substantially contribute to the population growth or range expansion necessary to improve the resiliency and genetic health (representation) of the experimental Mexican wolf population, and; (2) we do not believe that continuing to include a small part of Texas within the MWEPA contributes to our effective management of Mexican wolves in Arizona and New Mexico.

The small portion of Texas lying north of US Highway 62/180 encompasses the southern extent of the Guadalupe Mountains and includes Guadalupe Mountains National Park. The montane areas of the national park contain coniferous forests dominated by Douglas fir, southwestern white pine, and ponderosa pine and support mule deer and small elk populations (NPS 2013). The MWEPA as currently configured encompasses 121,775 square miles (315,396 km^2) with 44,155 square miles (114,361 km^2) of potentially suitable wolf habitat. Alternatives Three and Four propose to expand the MWEPA south in Arizona and New Mexico to the international border with Mexico, adding an additional 33,417 square miles (86,550 km^2), including 3,861 square miles (10,000 km^2) of potentially suitable wolf habitat. Modifying the geographic boundaries of the MWEPA to eliminate Texas would remove 1,456 square miles (3,771 km^2) from the MWEPA with no areas that we assess as potential suitable wolf habitat capable of supporting recolonizing wolves. Wolves are capable of dispersing long distances (Mech and Boitani 2003). Our proposal to allow Mexican wolves to naturally disperse from the Blue Range Wolf Recovery Area (BRWRA) into the MWEPA could lead to the dispersal and natural recolonization of areas of suitable habitat in central and south-eastern New Mexico. While individual wolves might disperse into the montane areas of the Guadalupe National Park the small size and extent of these areas make it unlikely that they would persist. Furthermore, we intend to capture and return Mexican wolves originating from the nonessential experimental population that disperse outside of the MWEPA.

Our proposal to conform to state political boundaries by modifying the eastern boundary of the MWEPA to end at the New Mexico/Texas state line is intended to both streamline state agency involvement in the reintroduction project and to facilitate the Federal and state interagency cooperation necessary to effectively manage the experimental population of Mexican wolves in Arizona and New Mexico. Mexican wolves within the MWEPA are managed as a nonessential experimental population in accordance with the section 10(j) of the ESA. Any Mexican wolf outside of the MWEPA, regardless of origin, would be considered and managed as endangered under the ESA. Under a 10(a)(1)(A) permit, we intend to capture and return any Mexican wolf outside of the MWEPA that is part of the experimental population. No potential suitable habitat large enough to support recolonizing wolves is available in the small portion of the current MWEPA that is in Texas. We consider it unlikely that Mexican wolves would persist if they dispersed into this area from the core population area of the MWEPA. Furthermore, we intend to capture and return Mexican wolves originating from the nonessential experimental population that disperse outside of the MWEPA. If we were to retain the small portion of the MWEPA that is in Texas in a new final 10(j) rule we would not expect to use this area for translocations because of the lack of potential suitable habitat. Therefore, we do not expect this portion of the MWEPA to substantially contribute to the population growth or range expansion necessary to improve the resiliency and genetic health (representation) of the experimental Mexican wolf population. Neither do we expect the participation of Texas state agencies in the reintroduction project to be necessary to improve the effectiveness of our management of the experimental population of Mexican wolves within the MWEPA. For these reasons we do not consider the continued designation of the small area of Texas lying north of US Highway 62/180 to the Texas-New Mexico boundary as a part of the MWEPA necessary to achieve our reintroduction goal of establishing a viable, self-sustaining experimental population of Mexican wolves within the MWEPA.

1.3.1.3 Expansion of the Mexican Wolf Experimental Population Area (MWEPA)

Alternatives Three and Four: *Move the southern boundary of the MWEPA in Arizona and New Mexico from Interstate 10 to the United States-Mexico international border.*

In Alternatives Three and Four we propose to move the southern boundary of the MWEPA in Arizona and New Mexico south to the international border with Mexico so that we can manage Mexican wolves in this area under the nonessential experimental population 10 (j) Rule. We believe that this expansion, in conjunction with the adoption of the provisions of the proposed 10 (j) Rule (Appendix B) that would allow Mexican wolves to disperse from the Blue Range Wolf Recovery Area (BRWRA) into the MWEPA and which provide us additional flexibility to manage these wolves, could help achieve the population growth necessary to improve the resiliency and genetic health of the Mexican wolf experimental population.

Within this proposed expansion of the MWEPA areas with potential suitable habitat that could support naturally dispersing and recolonizing wolves can be found within:

- Southern Hidalgo, Grant, and Luna counties including the Alamo Hueco, Big Hatchet Mountains, and West Potrillo Mountains Wilderness Study Areas, the Peloncillo Mountains of the Coronado National Forest, and the Animas, Little Hatchet, Big Hatchet, Alamo Hueco, Cedar and Potrillo mountain ranges (New Mexico).
- The U.S./Mexico border counties of Santa Cruz and Cochise which include the Canelo Hills and the Chiricahua, Patagonia, Huachuca, Tumacacori, Atascosa, Santa Rita, Whetstone, Dragoon, and Peloncillo mountain ranges (e.g., the “Sky Islands”) of the Coronado National Forest and the U.S. Army, Fort Huachuca (Arizona) (Figure 1-21)

Figure 1-21. Areas of potential wolf habitat in the proposed expanded Mexican Wolf Experimental Population Area south of I-10 in Arizona and New Mexico.

Wolves persisted in the mountainous parts of this area into the 1960s (Brown 1988). We expect the historic wolf dispersal corridors in the border region that were used by wolves before their extirpation could again be used by dispersing wolves from the reintroduction project in Mexico and by dispersing wolves from the BRWRA. The reintroduction of Mexican wolves in Mexico which began with the initial release of five wolves in October, 2011 is expected to continue. The designated reintroduction areas (Chihuahua/Sonora) in Mexico extend north to within approximately 30 miles (48 km) south of the United States border at the Arizona/New Mexico state line. The distance from the most southern boundary of the BRWRA to Interstate-10 (I-10) is seven miles (12 km). Gray wolves are capable of dispersing > 500 miles (>800 km) (Fritts 1983, Boyd et al. 1995). The observed movement distance for dispersing wolves in the BRWRA population averaged 54 +/- 6 miles (87 km) (IFT 2005). Dispersal and natural re-colonization of areas of suitable habitat in Arizona and New Mexico south of I-10 to the international border with Mexico is possible both from reintroduced wolves in Mexico and from the BRWRA population of wolves if our proposal to allow wolves to disperse into the MWEPA from the BRWRA is finalized.

Dispersal and colonization of new areas is vital to establishing long-term population viability (Boyd and Pletscher 1999). Both the 3-Year (Paquet et al. 2001) and 5-Year Review (AMOC and IFT 2005) agree that removal of wolves for no other reason than being outside of the BRWRA "increases the cost of the

overall recovery program…(and) excludes habitat that could enhance recovery efforts and artificially restricts natural dispersal" (AMOC and IFT 2005). An expansion of the MWEPA south to the international border with Mexico would allow us to manage Mexican wolves in this area, regardless of origin, under the experimental population 10(j) rule. The regulatory flexibility provided by our proposed 10(j) rule would allow us to take management actions within the MWEPA that will benefit wolf reestablishment such as translocations on public lands and initial releases and translocations on private or tribal lands if requested by the landowner or tribal government.

Under our proposed 10(j) rule Mexican wolves are to be classified in accordance with their location. All Mexican wolves found within the MWEPA will be part of the experimental population, while those found outside will be considered endangered. In accordance with the proposed rule, the Service intends to capture and return experimental wolves outside of the MWEPA through a 10(a)(1)(A) permit. However, at the point of establishment of the MWEPA, we do not expect a natural population of wolves to exist outside of the BRWRA. Therefore, regardless of the configuration of the MWEPA, we will consider the MWEPA to be wholly separate geographically from any natural Mexican wolf population. Any Mexican wolf inside of the MWEPA would be considered experimental until such time as the Mexican wolf is delisted. Any Mexican wolf outside of the MWEPA, even if that wolf was introduced as experimental, would be considered as endangered. This "zone" approach, which ignores the origin of each Mexican wolf and instead determines status by the wolf's current location, is logical and appropriate because the origin of an individual wolf is difficult to establish with any certainty. With this understanding of the rule in mind, there cannot be overlap between endangered Mexican wolves and the experimental population because the individual populations are clearly delineated until recovery is achieved. Indeed, we have designed this "zone" approach to encourage interbreeding between the experimental population and Mexico. Further, this "zone" approach is also fully consistent with the unavoidable fact that listed species, particularly highly mobile animals like wolves, can "lose" or "gain" protections simply by crossing geographical boundaries

Movement of the MWEPA boundary in Arizona and New Mexico south to the international border with Mexico would add an area with 3,861 square miles (10,000 km^2) of potential suitable wolf habitat to be managed under the 10(j) experimental population rules. By including this area within the MWEPA we expect to improve the effectiveness of our management both for Mexican wolves which may disperse into the United States from Mexico and for wolves which may disperse from the core population of reintroduced Mexican wolves in the BRWRA. Management actions such as translocations could supplement natural dispersal. Other management actions, such as establishing management agreements with private and tribal landowners could facilitate the expansion of occupied wolf habitat and the linkage between pack territories necessary to improve the representation and the resiliency of the Mexican wolf experimental population. If we do not extend the MWEPA south of its current boundary at I-10 we would not allow Mexican wolves to naturally disperse into this area from the BRWRA. This boundary extension combined with our proposal to allow wolves to naturally disperse into the MWEPA from the BRWRA and the increased regulatory flexibility of our proposed 10(j) rule could substantially improve our ability to achieve our reintroduction goal of establishing a viable, self-sustaining experimental population of Mexican wolves within the MWEPA.

1.3.1.4 Expansion of the Blue Range Wolf Recovery Area (BRWRA) boundaries and elimination of the designation of the Primary Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within the BRWRA

(Alternatives Two and Four): *Expand the BRWRA to include any or all of the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico. As part of*

this expansion we would eliminate the designation of the Primary and Secondary Recovery Zone within the BRWRA.

We propose to increase the size of the BRWRA in order to have more suitable, unoccupied wolf habitat available on public lands both for the initial release of captive-raised wolves and for the translocation of wolves captured pursuant to authorized management purposes. This expansion would incorporate national forest lands largely contiguous to the boundaries of the existing BRWRA and the Fort Apache Indian Reservation (FAIR). We have proposed eliminating the designation of the PRZ and SRZ within the BRWRA because expansion of the BRWRA, together with the proposal to conduct initial release of captive-raised wolves throughout the expanded BRWRA would obviate the need for this distinction.

The addition of all of the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico would add 5,300 square miles (13,727 km^2) to the BRWRA. Much of the potential suitable habitat in these national forests is in remote locations such as the Bear Wallow and Escudilla Wilderness Areas in the Apache-Sitgreaves National Forests, the Sierra Ancha, Salome, Hellgate, Mazatzal, Superstition, Four Peak and Salt River Canyon Wilderness Areas in the Tonto National Forest, and the Apache-Kid and Withington Wilderness Areas in the Cibola National Forest. Factors cited by researchers as important to the evaluation of the suitability of habitat for wolves include those that reduce the potential for wolf-human conflict. The absence of roads, low human population density and limited livestock grazing are habitat characteristics which increase the potential for the successful reestablishment of wolves by decreasing the potential for human caused wolf mortality (Mladenoff et al. 1995, Carroll et al. 2003, Oakleaf et al. 2006). Our experience indicates that naïve wolves are more likely to be involved in nuisance behavior following initial release (AMOC and IFT 2005). Placement of wolves with no wild experience ("naïve wolves) at approved release sites in wilderness or other remote locations is intended to lessen the likelihood of wolf interaction with humans or livestock during their initial post-release acclimation period. Experience in the Reintroduction Project has also shown that naïve wolves are more likely to be successful when released at sites in areas that have a relatively abundant prey base of elk, limited or no livestock calving in the area, and clear separation from established wolf pack territories. Release success is defined as a wolf that ultimately breeds and produces pups in the wild (Phillips et al. 2003, AMOC and IFT 2005).

The proposed addition of the Sitgreaves National Forest, the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forest and the Magdalena Ranger District of the Cibola National Forest would result in a significant increase in available suitable unoccupied habitat in the BRWRA. This increase, combined with the proposed management change to allow the initial release of captive-raised wolves throughout the BRWRA, would provide us many more potential release sites than we have under the current regulations which limit the release of naïve wolves to the 1171 square miles (3033 km^2) PRZ. The PRZ is approximately 16 percent of the entire BRWRA as currently configured and only nine percent of the proposed expanded BRWRA. More potential release sites would provide significantly greater management flexibility to select the optimal site for an initial release or a translocation with the goal to: (1) maximize the probability of release success; (2) minimize the potential for wolf-human interaction, and: (3) minimize depredation opportunities.

A greater number of successful initial releases resulting in higher levels of recruitment of Mexican wolves from the captive population would be expected to improve the genetic composition of the experimental population. The reintroduced experimental population of Mexican wolves in the BRWRA has poor genetic variation with mean inbreeding levels that are 61 percent greater (0.1924 versus 0.1197) and founder genome equivalents that are 33 percent lower (2 versus 3.01) than in the captive population (78 FR 35664, June 13, 2013). There is evidence of strong inbreeding depression in the reintroduced population (Fredrickson et al. 2007) and computer simulations of the Blue Range population

incorporating the Mexican wolf pedigree suggest that this level of inbreeding depression may substantially reduce the viability of the population (Carroll et al. in press; Fredrickson et al. in prep). A larger and more viable wild population with greater gene diversity as a result of more animals having been successfully recruited from the captive population will be more resilient and can be managed more effectively in response to wolf-livestock conflict, nuisance behaviors, and mortality factors. Movement of more captive wolves into the wild would also lessen restrictions on the growth of the captive breeding population which, in the absence of additional holding facilities, is currently constrained by space limitations (Siminski and Spevak 2012). Similarly, the ability to select optimal sites in a larger area for the translocation of wolves with wild experience would help preclude the loss of genetically important animals due to management actions and facilitate the establishment of pack territories in currently unoccupied suitable habitat. Without an increase in the number of initial releases and without a better release success rate the improvement in the genetic composition of the Mexican wolf experimental population necessary to reverse the effects of inbreeding depression will not occur. The ability to select the optimum release site from a greater number of suitable sites distributed over a larger area would give us the management flexibility we require to expedite the movement of captive animals into the wild and to improve the success rate for initial releases. A greater number of successful initial releases would contribute to the population growth needed to ensure the resiliency and genetic health (representation) that are necessary for the establishment of a viable, self-sustaining Mexican wolf population within the Mexican Wolf Experimental Population Area.

1.3.2 Management Changes

We are proposing a number of management changes for implementation in a new Final 10(j) Rule in order to correct regulatory restrictions on the experimental population, particularly as related to genetic fitness (representation) and long-term adaptive potential (resiliency) of the population (Paquet et al. 2001,AMOC and IFT 2005 ,USFWS 2010).

1.3.2.1 Initial releases of captive-raised Mexican wolves

Alternatives One through Four: *Allow initial release of Mexican wolves from captivity to the wild throughout the entire Blue Range Wolf Recovery Area (BRWRA). This change would eliminate the need to define the Primary Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within the BRWRA.*

We propose to conduct initial releases of captive-raised Mexican wolves throughout the BRWRA and to eliminate the distinction between the PRZ and SRZ within the BRWRA. This change would provide us the management flexibility to select the optimal release site in a larger area that maximizes the probability of success for a given release. Because the entire BRWRA would be available for initial release of captive-raised wolves the distinction of the Primary or secondary recovery zone would be made obsolete.

Our implementation of the 1998 Final Rule, which limits the initial release of captive-raised wolves to the PRZ, a comparatively small subunit (16 percent) of the BRWRA, has resulted in a lack of management flexibility over the course of the Reintroduction Project. Release sites in approximately half of the PRZ are ranked among the lowest in overall suitability when compared to sites in the Gila and Aldo Leopold Wilderness Areas in the SRZ which are currently available only for translocations (IFT 2009). The southern half of the PRZ is situated below the Mogollon Rim where livestock are present year round and deer, rather than elk, are the primary native prey species (USFWS 2000a). Although deer were expected to be the primary native prey species utilized by wolves when the reintroduction project began observation of reintroduced Mexican wolves suggest that elk is their preferred prey species and constitute the majority of their diet (Paquet et al. 2001, AMOC and IFT 2005, Reed et al. 2006, Merkle et al. 2009). Wolves are territorial and defend large areas from other wolves (Mech and Boitoni 2003). The reintroduced wild population of wolves has established home ranges within the PRZ (USFWS 2011) and the density of wolves in the Arizona portion of the BRWRA is greater than the New Mexico portion. As

a result suitable sites for the initial releases of captive-raised wolves in the PRZ have become increasing difficult to identify. The number of captive-raised wolves released into the wild has significantly decreased from the early years of the reintroduction project. When a large area of unoccupied suitable habitat was available in the PRZ we were able to release from captivity 87 wolves in the seven years from1998 through 2004. In contrast only one wolf was released from captivity in the seven year period from 2007 through 2012 (Table 1-1).

Factors cited by researchers as important to the evaluation of the suitability of habitat for wolves include those that reduce the potential for wolf-human conflict. The absence of roads, low human population density and limited livestock grazing are habitat characteristics which increase the potential for the successful reestablishment of wolves by decreasing the potential for human caused wolf mortality (Mladenoff et al. 1995, Carroll et al. 2003, Oakleaf et al. 2006). Our experience indicates that naïve wolves are more likely to be involved in nuisance behavior following initial release (AMOC and IFT 2005). Placement of wolves with no wild experience ("naïve" wolves released from captivity) at approved release sites in wilderness or other remote locations is intended to lessen the likelihood of wolf interaction with humans or livestock during their initial post-release acclimation period. Experience in the Reintroduction Project has also shown that naïve wolves are more likely to be successful when released at sites in areas that have a relatively abundant prey base of elk, limited or no livestock calving in the area, and clear separation from established wolf pack territories. Release success is defined as a wolf that ultimately breeds and produces pups in the wild (Phillips et al. 2003, AMOC and IFT 2005).

Paquet et al. (2001) stated in the 3-Year Review that the small size of the PRZ was hindering rapid establishment of the wild population and recommended that the Final Rule be modified to allow releases in the SRZ. AMOC/IFT concluded in the 5-Year Review that the provision governing release of wolves solely into the PRZ "restricts the pool of available release candidates, restricts release of wolves for management purposes such as genetic augmentation, and causes public perception issues between the states of Arizona and New Mexico, and thus is not sufficient to achieve the current population objective" (AMOC and IFT 2005). The availability of more potential release sites throughout the entire BRWRA would provide significantly greater management flexibility to select the optimal site for an initial release with the goal to: (1) maximize the probability of release success; (2) minimize the potential for wolf-human interaction, and: (3) minimize depredation incidents.

A greater number of successful initial releases resulting in higher levels of recruitment of Mexican wolves from the captive population would be expected to improve the genetic composition of the experimental population. The reintroduced experimental population of Mexican wolves in the BRWRA has poor genetic variation with mean inbreeding levels that are 61 percent greater (0.1924 versus 0.1197) and founder genome equivalents are 33 percent lower (2 versus 3.01) than in the captive population (78 FR 35664, June 13, 2013). There is evidence of strong inbreeding depression in the reintroduced population (Fredrickson et al 2007) and computer simulations of the Blue Range population incorporating the Mexican wolf pedigree suggest that this level of inbreeding depression may substantially reduce the viability of the population (Carroll et al. in press*;* Fredrickson et al. in prep). A larger and more viable wild population with greater gene diversity as a result of more animals having been successfully recruited from the captive population will be more resilient and can be managed more effectively in response to wolf-livestock conflict, nuisance behaviors, and mortality factors. Movement of more captive wolves into the wild would also lessen restrictions on the growth of the captive breeding population which, in the absence of additional holding facilities, is currently constrained by space limitations (Siminski and Spevak 2012). Without an increase in the number of initial releases and without a better release success rate the improvement in the genetic composition of the experimental population necessary to reverse the effects of inbreeding depression will not occur.

Opening the entire BRWRA to the release of captive-raised wolves would allow us to select optimal release sites in remote locations such as the Gila and Aldo Leopold Wilderness Areas in the Gila National Forest. Combining this management change with the proposed expansion of the BRWRA to include the Sitgreaves National Forest and portions of the Tonto and Cibola National Forests would significantly increase the number of available potential release sites in remote locations, including the wilderness areas of these forests. The ability to select the optimum release site from a greater number of suitable sites distributed over a larger area would give us the management flexibility we require to expedite the movement of captive animals into the wild and to improve the success rate for initial releases. A greater number of successful initial releases would contribute to the population growth needed to ensure the resiliency and genetic health (representation) that are necessary for the establishment of a viable, self-sustaining Mexican wolf population within the Mexican Wolf Experimental Population Area.

1.3.2.2 Natural dispersal of wolves from the Blue Range Wolf Recovery Area (BRWRA) into the Mexican Wolf Experimental Population Area (MWEPA); Management of Mexican wolves in the MWEPA

Alternatives One through Four: *Allow Mexican wolves to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA.*

Manage Mexican wolves in the MWEPA by reducing conflicts with humans and land uses through such means as hazing, trapping, translocations, and removals.

We propose to change the regulations that address the dispersal and management of wolves within the MWEPA in order to better support natural wolf biology and behavior and thereby promote the natural growth of the experimental population of Mexican wolves. Under Alternatives One through Four we would implement management changes to allow Mexican wolves to naturally disperse from the BRWRA into the MWEPA and to occupy the MWEPA. We would not remove wolves on public or private land in the MWEPA except in the case of depredation or other nuisance behavior that cannot be effectively managed through non-removal techniques. We would capture and remove wolves on tribal land if requested by the tribal government. We would also capture and translocate wolves on Federal land pursuant to an authorized management purpose and, if requested by the private landowner or tribal government, we would conduct initial release of captive wolves on private or tribal land within the MWEPA.

Unless a wolf becomes a breeder within its natal pack it will disperse (Mech and Boitani 2003). Wolves naturally disperse from their natal pack in response to a variety of factors including food competition, mating opportunities, environmental disruptions, social aggression and/or pressures associated with pack dominance hierarchy (Boyd and Pletscher 1999, Mech and Boitani 2003). Wolves of both sexes disperse, some as young as 5 months of age while others may remain with the pack for up to 3 years or occasionally longer (Mech and Boitani 2003). The potential benefits of dispersal include increased reproductive success, decreased probability of inbreeding, release from intraspecific competition for resources and range expansion (Shields 1987, Boyd and Pletscher 1999). Successful dispersing wolves are those that find a mate and either usurp (take from another wolf), carve out (from an existing territorial mosaic), or find an unoccupied (by other wolves) area with adequate food resources to establish a territory (Mech and Boitani 2003). Wolves are highly territorial and dispersal from established packs drives the colonization or recolonization of areas unoccupied by breeding wolves (Fritts and Mech 1981, Boyd and Pletscher 1999, Mech and Boitani 2003). Dispersal and colonization/recolonization of unoccupied habitat expands the species' range (Mech and Boitani 2003) and dispersal behavior is vital to establishing long-term population viability (Boyd and Pletscher 1999). Neighboring wolf packs tend to be genetically related but infrequent (once per generation) immigration of dispersers from another population can result in a degree of genetic mixing between unrelated wolves (Mech and Boitani 2003).

Under the 1998 Final Rule Mexican wolves are not allowed to disperse to establish territories outside of the BRWRA. Wolves are captured and removed from the MWEPA regardless of whether they have been engaged in depredation incidents or nuisance behavior. Our 5-Year Review of the Mexican Wolf Blue Range Reintroduction Project found that removal of wolves for no other cause than being outside the BRWRA:

- increases the cost of the overall recovery program;
- fosters the erroneous perception that all wolves can be contained within artificial boundaries
- is in direct conflict with management philosophies employed by the USFWS on other wolf reintroduction and recovery projects;
- excludes habitat that could enhance recovery efforts, and;
- Artificially restricts natural dispersal (AMOC and IFT 2005).

Our proposals to: (1) allow natural dispersal from the BRWRA into the MWEPA; (2) conduct management removals only in the case of depredation or other nuisance behavior that cannot be effectively managed through non-removal techniques or if requested by tribal government, and; (3) conduct translocations on public land within the MWEPA with the option to translocate or release wolves directly from captivity on tribal or private land when requested by the landowner, provides us the increased management flexibility to allow the reintroduced wild population of Mexican wolves to expand both numerically and spatially. A population that is larger and more widely dispersed across a broader landscape is more resilient to stochastic demographic and environmental events as well as human caused mortality. These proposed management changes would remove artificial constraints on the natural growth of the Mexican wolf population. We consider natural population growth fostered by dispersal and recolonization of areas of suitable habitat outside of the BRWRA and augmented by assisted growth from translocations and initial releases necessary for the establishment of a viable, self-sustaining Mexican wolf experimental population within the MWEPA.

1.3.2.3 Modification to the provisions for take (see the definition of "take" provided in the List of Definitions) of a Mexican wolf within the Mexican Wolf Experimental Population Area (MWEPA; see Appendix B. Proposed Rule)

Alternatives One through Four:

Identify section 6 of the Act as authorizing language for take pursuant to 50 CFR 17.31 for state wildlife agencies with authority to manage Mexican wolves under the nonessential experimental population rule.

Clarify that an individual can be authorized to take Mexican wolves under specific circumstances.

Clarify allowable take for Federal agencies and authorized personnel.

Revise the conditions that determine when we would issue a permit to livestock owners or their agents to allow take of Mexican wolves that are engaged in the act of killing, wounding or biting livestock on public lands allotted for grazing from ''6 breeding pairs'' to ''100 Mexican wolves'' to be consistent with our population objective of establishing a population of at least 100 wolves.

Revise the prohibitions for take such that taking a Mexican wolf with a trap, snare, or other type of capture device within occupied Mexican wolf range is prohibited and will not be considered unavoidable or unintentional take, unless due care was exercised to avoid injury or death to a Mexican wolf.

Alternative Four:

Include provisions for take by pet owners of any Mexican wolf engaged in the act of killing, wounding, or biting pets on private or tribal land anywhere within the MWEPA; provided that evidence of a freshly wounded or killed pet by wolves is present.

Include provisions for the issuance of permits on private or tribal land anywhere within the MWEPA to allow livestock owners or their agents to take any Mexican wolf that is present on private or tribal land and what conditions must be met before such a permit is issued.

Alternatives One through Four include five proposed technical corrections to the language of the 1998 Final Rule which are consistent with current wolf management practices. Alternative Four contains two additional proposals that would modify the directives established under the 1998 Final Rule for the take of Mexican wolves that are in the experimental population. We intend to modify the directives that address the provisions for the take of Mexican wolves in the experimental population in order to provide clarity and consistency in our take determinations, to anticipate Mexican wolf populations that are larger and more robust and to decrease human intolerance of wolves. Some form of wolf management is usually necessary when wolves prey on livestock or engage in other nuisance behavior (Fritts et al. 2003). Accordingly we recognize that wolf control is a necessary component of wolf recovery. Clear guidelines governing authorized wolf control actions improve the ability of agencies to manage wolves by defining the management response to depredation incidents and nuisance behavior. Clear guidelines can also help reduce human animosity and illegal take, which may occur in the absence of effective control measures (Mech 1995).

Wolf management in response to depredations and nuisance behavior can take several forms including harassment, capture and removal or lethal control. Removal of wolves to address conflicts with livestock (depredation incidents) or humans (nuisance) is an essential component of reintroduction efforts (AMOC and IFT 2005). Lethal control is still usually the only practical course under most conditions that involve larger populations of wolves (Mech 1995). Recognizing the need for landowners to have the ability to protect their pets and livestock under certain specific circumstances we propose in Alternative Four to include in the new 10(j) rule provisions for the take of wolves actually engaged in the act of killing, wounding, or biting pets and for the issuance of conditions based permits to allow livestock owners or their agents to take any wolf that is present on private or tribal land anywhere within the MWEPA. The conditions would include: minimum population size or population trend of Mexican wolves present in the MWEPA or other established populations based on the most recently reported population count; other relevant measures of population status such as genetic diversity; documentation by the Service or our authorized agent of previous loss or injury of livestock on the private or tribal land, caused by wolves; implementation of agency efforts to resolve the problem and determination that conflict is likely to continue; and enactment of this provision by a formal statement from the Service.

The overarching objective of the reintroduction project is to achieve an appropriate balance between enabling wolf population growth and minimizing nuisance and depredation impacts on local stakeholders (AMOC and IFT 2005). While wolf control undertaken by government agency is the primary tool we use to manage problem wolves, control by landowners or their agents is an essential element to the ultimate success of the project. Aversive and preventative non-lethal techniques include: the use of fladry and hazing; the use of non-lethal projectiles; carcass disposal management; livestock husbandry assistance; the use of calving pastures, and; purchase of feed/hay to reduce the risk of depredation. Lethal take by landowners, livestock and pet owners or their agents under specific limited circumstances provides another measure that is considered a necessary form of wolf control. Authorization of these techniques along with a pro-active and effective response by the Service to reports of depredation incidents or nuisance behavior builds trust and cooperation with the reintroduction project and greater social tolerance for wolves by the affected community (Bangs et al. 1998, Mech 1995, Fritz et al. 2003). Improved local acceptance for wolf reintroduction by landowners and the public would be expected to reduce the number

of illegal shootings, which are the highest percentage of Mexican wolf mortalities (Figure 1-22, Figure 1-23). We expect that modifying the provisions governing the take of Mexican wolves will reduce the likelihood of indiscriminate, illegal killing of wolves and will substantially lessen the overall risk of human caused wolf mortality. Reduced human caused mortality, would substantially contribute to the higher population growth rate necessary for the establishment of a viable, self-sustaining Mexican wolf experimental population.

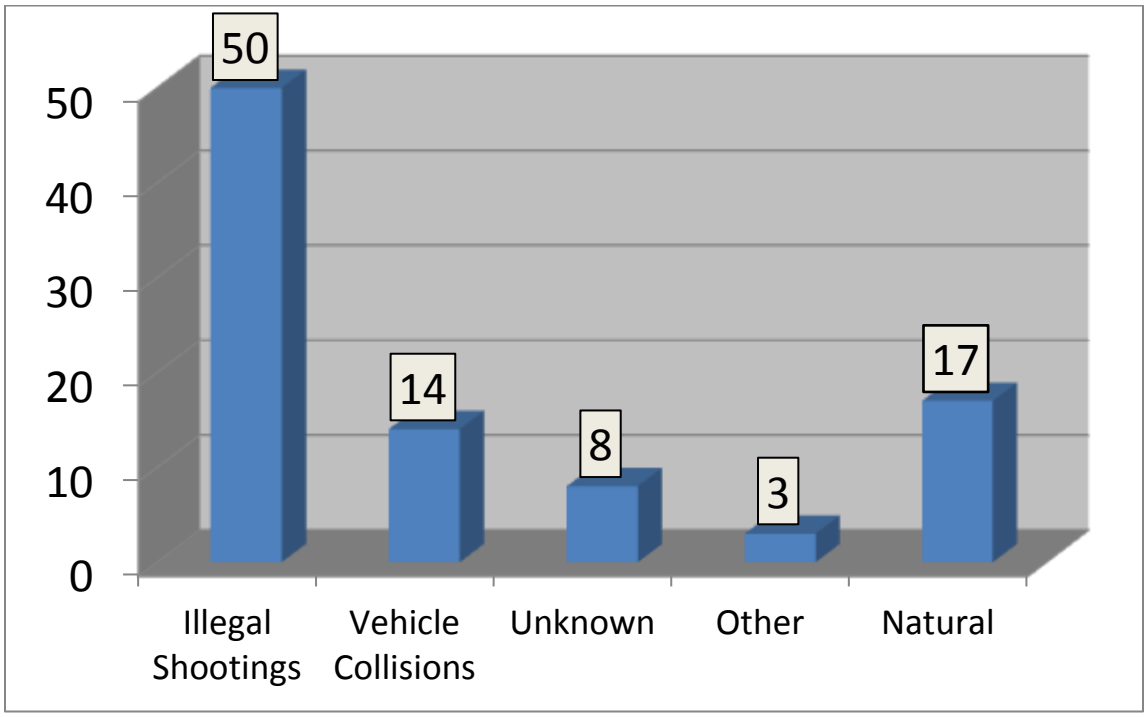

Figure 1-22. Mexican wolf mortalities (1998-2012)

Figure 1-23. Illegally killed Mexican wolf with a collar (Credit: U.S. Fish and Wildlife Service)

1.3.3 Develop and implement management actions on private land within the Mexican Wolf Experimental Population Area (MWEPA) by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with private landowners

Alternatives One through Four: *Develop and implement management actions on private land within the MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with private landowners, including but not limited to initial release and translocation of wolves if requested by the landowner. Wolves present on private lands within the MWEPA would not be subject to management removal except in the case of depredation or other nuisance behavior that cannot be effectively managed through non-removal techniques.*

We propose to enter into agreements for the management of wolves on private land within the MWEPA in order to engage willing landowners as partners in actions to benefit the expanded reintroduction of wolves. The 1998 Final Rule did not contain this provision because Mexican wolves were not allowed to inhabit the MWEPA outside of the Blue Range Wolf Recovery Area (BRWRA). Agreements with private landowners would be intended to; build trust and cooperation between private landowners and the Service; minimize wolf management removals; forestall illegal human caused mortalities; and, increase social tolerance for wolves. Although public lands provide the majority of potential suitable habitat for wolves within the MWEPA there are also large tracts of private land that contain habitat that could support wolves. Except in cases of depredation incidents and nuisance behavior we do not intend to remove wolves found on private land within the MWEPA. We propose to allow wolves to naturally disperse from the BRWRA into the MWEPA and to translocate wolves within the MWEPA as needed pursuant to an authorized management purpose. If we implement these proposals management agreements with private landowners would be important not only to benefit wolf reintroduction but to also establish protocols and procedures to minimize or preclude depredation incidents and nuisance behavior. Agreements with landowners who have private landholdings containing suitable habitat adjacent to large tracts of national forest or BLM controlled land are expected to be particularly important. Management agreements can specify pro-active management actions (i.e., livestock husbandry techniques, carcass removal, hazing, and provision of range riders) that may serve to preclude and/or minimize wolf depredation or nuisance behavior and benefit both the landowner and the Service's wolf recovery efforts. For these reasons agreements with private landowners to implement management actions for Mexican wolves are intended to: (1) build trust and cooperation between private landowners and the Service; (2) minimize wolf management removals; (3) forestall illegal human caused mortalities; and, (4) increase social tolerance for wolves. All of these outcomes would be expected to substantially contribute to the achievement of our objective to establish a viable, self-sustaining experimental population of Mexican wolves within the MWEPA.

1.3.4 Develop and implement management actions on tribal land within the Mexican Wolf Experimental Population Area (MWEPA) by the Service or an authorized agency in voluntary cooperation with tribal governments

Alternatives One through Four: *Develop and implement management actions on tribal land within the MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments including but not limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the tribal government.*

The Service acknowledges the trust responsibility and treaty obligations of the United States toward Indian tribes and tribal members and its government-to-government relationship with tribes in order to achieve the common goal of promoting and protecting the health of ecosystems, as defined by Secretarial Order 3206 *American Indian Tribal Rights, Federal-Tribal Trust Responsibilities* (June 5, 1997).

Pursuant to Secretarial Order 3206, we recognize, respect, and shall consider the value that tribal traditional knowledge provides to federal land management decision making processes. In accordance with this order we will continue to manage any Mexican wolf present within the MWEPA under the guidance contained in section (k)(10) the 1998 Final Rule so that; "If any wolves move onto tribal reservation land outside the designated recovery area(s), but within the Mexican Wolf Experimental Population Area, the Service, or an authorized agency, will develop management actions in cooperation with the tribal government including capture and removal of the wolf or wolves if requested by the tribal government." We would seek to continue the cooperative agreement entered into in 2000 with the White Mountain Apache Tribe to allow wolves to occupy the Fort Apache Indian Reservation and, because we now propose to allow wolves to naturally disperse from the BRWRA, we would seek to enter into cooperative agreements for the management of wolves with other tribes within the MWEPA. These cooperative agreements would be subject to successive renewal, in which the Tribe has the option of allowing or prohibiting wolf re-establishment, whether through natural dispersion, initial release from captivity, or translocation, on recognized tribal lands or reservations.

With cooperative management agreements in place tribal lands could provide a substantial contribution to the achievement of our reintroduction population goals. These agreements can specify pro-active management actions (i.e., livestock husbandry techniques, carcass removal, hazing, and provision of range riders) that may serve to preclude and/or minimize wolf depredation or nuisance behavior and benefit both the tribal government and the Service's wolf recovery efforts. For these reasons cooperative agreements with tribal governments to implement management actions for Mexican wolves are intended to: (1) build trust and cooperation between private landowners and the Service; (2) minimize wolf management removals; (3) forestall illegal human caused mortalities; and, (4) increase social tolerance for wolves. All of these outcomes would be expected to substantially contribute to the achievement of our objective to establish a viable, self-sustaining experimental population of Mexican wolves within the MWEPA.

1.3.5 Implementation of a management plan *(Mexican Wolf Management Plan)* for the Mexican wolf for those portions of Arizona and New Mexico outside of in the Mexican Wolf Experimental Population Area (MWEPA).

Alternatives One through Four: *Implement a management plan (Mexican Wolf Management Plan) for the Mexican wolf for those portions of Arizona and New Mexico outside of the MWEPA. Under Alternatives One and Two the proposed management plan would be implemented for those areas of Arizona and New Mexico north of Interstate 40 and south of Interstate 10. Under Alternatives Three and Four the proposed management plan would be implemented only for the area of Arizona and New Mexico north of Interstate 40.*

We propose to implement a management plan for Mexican wolves that disperse from Mexico into those portions of Arizona and New Mexico outside of the MWEPA where they are listed as an endangered species. The intent of the management plan is to describe our strategy to conserve and promote the recovery of the Mexican wolf while responding to reports of depredation and wolf-human/wolf-livestock interaction in a timely, professional, consistent and effective manner.

Dispersal and natural re-colonization of areas of suitable habitat in southern Arizona and New Mexico (south of Interstate Highway 10) are possible if the Mexican government succeeds in establishing populations of Mexican wolves in their planned reintroduction areas. The designated reintroduction area (Chihuahua/Sonora) in Mexico where the initial release of five wolves occurred in October, 2011, extends north to within approximately 30 miles (48 km) south of the United States border at the Arizona/New Mexico state line. Dispersal and natural re-colonization of areas of suitable habitat in northern Arizona

and New Mexico (north of Interstate Highway 40) from a reintroduced population of Mexican wolves in Mexico is considered possible but less likely to occur. We propose to implement the *Mexican Wolf Management Plan*, in collaboration with Federal, State, and Tribal Partners through an ESA Section 10 (a) (1) (A) research and recovery permit and the provision of Federal funding. The actions specified in the management plan and the Federal funding that would be provided to state partner agencies are considered supplemental to management activities already authorized and funded under 50 C.F.R. 17.21 C (5) and Cooperative Agreements with the states of Arizona and New Mexico. The purpose of the management plan is to:

- Conserve Mexican wolves that have naturally dispersed from Mexico into the United Sates and inhabit parts of Arizona and New Mexico outside of the MWEPA;
- enhance the recovery of Mexican wolves in suitable portions of their historical range;
- provide uniform interagency management guidelines for determining appropriate management actions that contribute to the recovery of the Mexican wolf in Arizona and New Mexico;
- guide managers in making prompt and reasonable decisions on Mexican wolf management by integrating wolf recovery objectives with other land uses and values;
- provide the interagency management guidelines necessary to respond to reports of wolf-human and wolf-livestock interactions, thereby mitigating potential conflict;
- fund state, tribal and Federal agency partners programs that assist and collaborate in the management activities necessary to enhance the survival and propagation of the Mexican wolf in Arizona and New Mexico, and;
- Address local and landowner concerns associated with natural wolf recolonization by demonstrating that the Service and our partners are able to act quickly to manage wolves and resolve conflicts with humans.

Under the provisions of the management plan we intend to manage Mexican wolves in those portions of Arizona and New Mexico outside of the MWEPA in a manner that:

- Takes proactive measures to prevent livestock depredation incidents and inappropriate wolf-human interactions and to responds to reports of those events, should they occur, in a timely, professional manner.
- reduces conflicts between wolves and human concerns, recognizing this as a key component to successful wolf recovery in Arizona and New Mexico;
- reduces state and local opposition to the establishment of wolf populations, and;
- Reduces the likelihood of indiscriminate, illegal killing of wolves and substantially lessens the overall risk of wolf mortality.

The proposed *Mexican Wolf Management Plan* provides us a greater range of options under section 10 (a)(1)(A) of the ESA to prevent or respond to reports of livestock depredation incidents or nuisance behavior. Without an approved management plan for Mexican wolves outside of the MWEPA a 10(a)(1)(A) permit authorizing actions such as harassment or capture and translocation of problem wolves cannot be issued. Without management of problem wolves, human tolerance for all wolves, including the majority that does not depredate on livestock, decreases (Mech 1995). Implementation of the management plan through a 10(a)(1)(A) permit and the provision of federal funding to partner (state and tribal agencies) is intended to reduce human animosity and illegal actions towards the wolf population and to adequately monitor and manage human-caused mortality. Effective management of Mexican

wolves in those areas of Arizona and New Mexico outside of the MWEPA is expected to conserve and promote their survival while being responsive to reports of depredation incidents and nuisance behavior.

Figure 1-24. Mexican Wolf in the Blue Range Wolf Recovery Area (Credit: Mexican Wolf Interagency Field Team)

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2 DESCRIPTION OF PROPOSED ACTION AND ALTERNATIVES

The National Environmental Policy Act (NEPA) and Council on Environmental Quality (CEQ) implementing regulations (40 CFR 1502.14) provide guidance to Federal agencies on the consideration of alternatives in an Environmental Impact Statement (EIS). In accordance with this guidance the range of alternatives considered should include reasonable alternatives, which must be rigorously and objectively explored, as well as other alternatives that are eliminated from detailed study. To be "reasonable," an alternative must satisfy the stated purpose of, and need for, the Proposed Action and should be technically and economically feasible. The No Action Alternative serves as a baseline, or representative "status quo". The purpose of including a No Action Alternative in an environmental impact analysis is to ensure that agencies compare the potential impacts of the proposed Federal action to the known impacts of maintaining the status quo.

This chapter presents the Proposed Action and alternatives that we brought forward for further analysis, the alternatives we eliminated from further study, and discusses the criteria we used to make those decisions. We have developed a range of alternatives, including the Proposed Action and No Action alternative, for our proposal to: (1) modify the geographic boundaries established for the Mexican wolf reintroduction in the 1998 Final Rule; (2) modify the management regulations established in the 1998 Final Rule which govern the release, translocation, natural dispersal, and take (see the definition of "take" provided in the List of Definitions) of Mexican wolves, and; (3) implement a management plan for Mexican wolves for those areas of Arizona and New Mexico that are outside of the Mexican Wolf Experimental Population Area (MWEPA). These actions would be implemented through a Final Nonessential Experimental Rule (see Appendix B for the proposed rule), an Endangered Species Act (ESA) Section 10 (a)(1)(a) research and recovery permit, and/or provisions for federal funding.

NEPA regulations require that the Federal action proponent study methods to mitigate adverse environmental impacts which may result from going forward with the Proposed Action or an alternative (40 C.F.R. § 35 1502.16). Additionally, an EIS is required to include study of appropriate mitigation measures not already included in the Proposed Action or alternatives (40 C.F.R. § 1502.14 [h]). The alternatives we consider in this EIS include mitigation measures intended to reduce the environmental effects that could occur from their implementation.

2.1 ALTERNATIVE SELECTION CRITERIA

The alternatives we selected for further consideration and evaluation were developed based on the experience and information we have gained since we began the reintroduction of Mexican wolves in the United States in 1998, the recommendations of our three and five year program reviews (Paquet et al. 2001, AMOC and IFT 2005) and our 2010 Conservation Assessment (USFWS 2010). We also used input received from the public and partner agencies during scoping (Appendix G). We used the following criteria to evaluate whether an alternative under consideration meets the purpose of, and need for, the Proposed Action:

- Contributes to improving the resiliency of the experimental population of Mexican wolves.
- Contributes to improving the representation and genetic health of the experimental population of Mexican wolves.
- Is necessary for, and/or contributes to, reaching our population objective to establish a viable, self-sustaining experimental population of Mexican wolves as defined in the 1982 Mexican Wolf Recovery Plan.
- Provides increased management flexibility to the Service in decisions related to the release, translocation, take and removal of Mexican wolves.

- Accommodates natural dispersal behavior and facilitates the colonization of new areas of suitable habitat.
- Improves the effectiveness of the Reintroduction Project in implementing actions that contribute to the establishment of a viable, self-sustaining wild population of Mexican wolves as defined in the 1982 Mexican Wolf Recovery Plan.
- Facilitates the interagency cooperation necessary to successfully manage and enhance Mexican wolf recovery throughout the states of Arizona and New Mexico.
- Promotes management actions for Mexican wolves that have dispersed into the United States from Mexico into those areas of Arizona and New Mexico outside of the Mexican Wolf Experimental Population Area (MWEPA) that are intended to conserve and promote their survival while being responsive to reports of depredation incidents and nuisance behavior.
- Implementation is expected to be achievable within a reasonable time frame supportive of the Reintroduction Project goal of the establishment of a viable, self-sustaining experimental population of Mexican wolves that will serve as the "first step" toward recovery of the Mexican wolf in the wild.

We rejected alternatives that would not:

- Maximize the potential for successful establishment of new wolf packs in wilderness areas or other areas that have limited or no livestock grazing and minimal human use.
- Minimize or mitigate the potential for wolf-human interactions.
- Minimize or mitigate the potential for wolf depredation incidents.
- More rapidly increase the total number of wolves in the experimental population.
- Improve the recruitment of captive-raised wolves into the experimental population.

2.2 ALTERNATIVES ELIMINATED FROM FURTHER CONSIDERATION

We evaluated a number of alternatives for the specific components (Boundary Changes, Management Changes, and Implementation of a Management Plan) of our Proposed Action. The alternatives identified in this section were eliminated from further consideration because, after careful review of each in light of the identified criteria, we determined that either they were not technically feasible or they were not necessary to meet the purpose and need for the Proposed Action.

2.2.1 Boundary Changes

- **Expand the Primary Recovery Zone (PRZ) boundaries within only the Apache National Forest in Arizona**. This alternative would expand the boundaries of the existing PRZ to incorporate more land within the Apache National Forest in Arizona with additional initial release sites suitable for captive raised wolves. The PRZ is currently bounded on the north by the Apache-Greenlee County line; on the east by the Arizona-New Mexico State line; on the south by the San Francisco River (eastern half) and the southern boundary of the Apache National Forest (western half; and on the west by the Greenlee-Graham County line (San Carlos Apache Reservation boundary (Figure 1-5). Expansion of the PRZ boundaries is feasible where the additional land to be incorporated is within the National Forest. However, the release sites within these areas have been evaluated and scored poorly in overall suitability based on the specific site selection criteria (USFWS 2009). Potential additional release sites in this part of the Apache National Forest in Arizona are constrained by the presence of already established wolf pack territories, proximity to Blue Range Wolf Recovery Area (BRWRA) boundaries, and/or the proximity to livestock and/or humans. Use of this part of the Forest for the

initial of Mexican wolves would not maximize the potential for successful establishment of new wolf packs in wilderness areas or other areas that have limited or no livestock grazing and minimal human use. Nor would release at sites within these districts minimize or mitigate the potential for wolf-human interactions. For these reasons we rejected this alternative because it did not satisfactorily meet the established selection criteria and therefore does not meet the purpose and need for the Proposed Action.

- **Expand the BRWRA to include all of the Tonto National Forest.** This alternative would expand the boundaries of the existing BRWRA to include all of the Tonto National Forest in Arizona. Inclusion of the whole Forest would add an additional 4,489 square miles (11,627 km^2 to the BRWRA. The Tonto National Forest spans a range of ecosystems from the Sonoran Desert through a variety of chaparral and piñon pine/juniper up to the mixed conifer and ponderosa pine of the Mogollon Rim. The majority of quality wolf habitat and designated wilderness areas are within the Payson, Pleasant Valley, and Tonto Basin Ranger Districts which are on the north and eastern edges of the Forest. The Cave Creek, Globe and Mesa Ranger Districts of the Forest are on the west and southern edges of the Forest where Sonoran desert and chaparral vegetation types are predominant. These ranger districts support a number of locations where the public has found motorized recreational use most enjoyable due to the proximity to the metropolitan Phoenix area and the varied desert terrain. Highly concentrated motorized use occurs at these locations and prohibitions on cross-country travel are difficult to enforce (USFS 2012). Expanding the BRWRA to include the use of the Cave Creek, Globe and Mesa Ranger Districts of the Tonto National Forest for the initial of Mexican wolves would not maximize the potential for successful establishment of new wolf packs in wilderness areas or other areas that have limited or no livestock grazing and minimal human use. Nor would release at sites within these districts minimize the potential for wolf-human interactions. For these reasons we rejected this alternative because it did not satisfactorily meet the established selection criteria and therefore does not meet the purpose and need for the Proposed Action.

- **Expand the BRWRA to include the Fort Apache Indian Reservation (FAIR) of the White Mountain Apache Tribe (WMAT).** In 2000 the WMAT entered a cooperative agreement with the Service to allow wolves to occupy its Tribal land. This cooperative agreement is subject to successive renewal, in which the Tribe has the option of allowing or prohibiting wolf re-establishment on the Fort Apache Indian Reservation (FAIR). In 2003, a pair of adult wolves, with previous wild experience (e.g., translocations), and four dependent pups without wild experience (e.g., initial released animals) were released on the FAIR. Subsequently in 2005 a single female wolf was translocated to the FAIR; however, a routine program of initial releases and/or translocations onto the FAIR has not been established. Under our Proposed Action we would seek to continue the cooperative agreement entered into in 2000 with the WMAT to allow wolves to occupy the FAIR and we would conduct initial releases and translocations on the FAIR subject to WMAT approval. However, we do not consider it feasible to include the WMAT as part of the BRWRA because the FAIR is not land under Federal control. The WMAT maintains its own Mexican wolf management program and, under the Tribe's sovereign authority, has the option of allowing Mexican wolves that enter the Reservation to either remain or be removed. Continued occupancy of wolves on the FAIR is dependent upon tribal agreement. Therefore, we do not consider that an expansion of the BRWRA to include the FAIR would provide the Service the necessary increased flexibility for management of the Reintroduction Project in decisions related to initial release of captive-raised wolves, translocation of wolves, natural dispersal of wolves, take of wolves, and management removals. For this reason this alternative does not satisfactorily meet the established selection criteria and therefore does not meet the purpose and need for the Proposed Action.

- **Establish a new Wolf Recovery Area for the reintroduction of Mexican wolves within the Lincoln National Forest in New Mexico.** The 1,698 square mile (4398.9 km^2) Lincoln National Forest in south-eastern New Mexico lies within the Mexican wolf's probable historical range and contains portions of four mountain ranges that provide potential suitable habitat for wolves. Mule deer and elk are abundant in the Forest and the Capitan Mountains and White Mountain Wilderness Areas provide protected primitive areas with no roads, low human usage, and limited livestock grazing that could provide optimal initial release and translocation sites. The establishment of a wolf recovery area where we would conduct initial release of captive-raised wolves in the Lincoln National Forest, combined with the proposed management change to allow wolves to naturally disperse from the BRWRA into the surrounding Mexican Wolf Experimental Population Area (MWEPA) could lead to the establishment of packs of Mexican wolves in areas of suitable habitat in the Sacramento, Capitan, Guadalupe and Sierra Blanca Mountains. Our proposal to conduct translocations within the MWEPA and/or direct initial release of captive-raised wolves under agreements with tribal or private landowners could also serve as an adjunct to natural dispersal, translocation and initial release of wolves into the national forest.

  Consideration of the Lincoln National Forest as a wolf recovery area for the initial release of captive-raised Mexican wolves must also take into account that the Forest is managed for multiple uses including recreation, grazing and timber operations (USFS 1986). With the exception of the White Mountains Wilderness Area all of the Forest is subject to grazing and timber harvest. Numerous private in-holdings are scattered throughout the Forest and the Mescalero Apache Indian Reservation, which bisects the Smokey Bear and Sacramento Mountains Ranger Districts, runs cattle operations, the Ski Apache ski resort and the Inn of the Mountain Gods Resort Casino. Because suitable habitat and natural ungulate prey is available wolves could naturally disperse from the BRWRA to recolonize portions of the Lincoln National Forest. However, no large blocks of potential suitable habitat are available to support the establishment of territories by recolonizing wolves in between the mountains of the BRWRA and the Lincoln National Forest. Instead, we would expect any wolf packs that were to become established in the Lincoln National Forest to be semi-disjunctive with linkage to the Mexican wolves in the BRWRA maintained by dispersal across the Rio Grande River valley and White Sands Missile Range

  Because of the bisected nature of the two ranger districts, numerous private in-holdings and significant grazing and logging operations the establishment of a wolf recovery area in the Lincoln National Forest for the initial release of captive-raised Mexican wolves would neither maximize the potential for successful establishment of new wolf packs in wilderness areas or other areas that have limited or no livestock grazing and minimal human use nor minimize the potential for wolf-human interactions. Additionally, because of the expected semi-disjunctive relationship of any packs of Mexican wolves established in the Lincoln to the wolves established in the BRWRA we do not consider its designation as a wolf recovery area necessary to achieve our reintroduction project goal of establishing a viable, self-sustaining experimental population within the MWEPA. For these reasons we rejected this alternative because it did not satisfactorily meet the established selection criteria and is not necessary to meet the purpose and need for the Proposed Action.

- **Expand the MWEPA to include the area in Arizona and New Mexico north of Interstate-40 to the state boundary with Utah and Colorado.**

  A MWEPA extended north to the state boundaries with Utah and Colorado would contain core areas of suitable wolf habitat that encompass the Grand Canyon and large areas of adjacent public lands in northern Arizona. In northern New Mexico large areas of potential suitable habitat in national forest lands adjacent to private lands with conservation management would be included (Carroll et al.

2006). Within the Colorado Plateau ecoregion, which extends south into northern Arizona and New Mexico, the primary wild ungulate prey species available to support dispersing and/or recolonizing wolves are elk (*Cervus elaphus*) and mule deer (*Odocoileus hemionus).* The largest elk herds in North America are found here and deer and elk are sympatric throughout much of the region (Watkins et al. 2007). The counties in the northern part of Arizona and New Mexico (north of I-40) are primarily rural, with few incorporated municipalities and, with the exception of Colfax County, New Mexico, all have a large proportion of land under Federal or tribal control. Movement of the MWEPA boundary in Arizona and New Mexico north to the state border with Utah and Colorado would add an area with 30,973 square miles (80,219 km^2) of potential suitable wolf habitat to be managed under the 10(j) experimental population rules. The areas in northern Arizona and New Mexico with potential suitable habitat that could support naturally dispersing and recolonizing wolves can be found within:

- The Santa Fe and Carson National Forests and areas adjacent to the forests including private land protected under conservation easement and tribal land managed as wilderness (New Mexico).
- Public lands within the Kaibab and Coconino plateaus and the Arizona Strip in northwest Arizona, including portions of Grand Canyon National Park, Kaibab National Forest, Coconino National Forest, Vermillion Cliffs National Monument, and Grand Canyon-Parashant National Monument (Arizona).
- The Chuska, Lukachukai, Carrizo, and Ceboletta mountain ranges, and other areas of montane woodlands and mountainous terrain in north-central Arizona and New Mexico (Arizona and New Mexico) (Carroll et al. 2006) (Figure 2-1)
- Tribal lands including the Navajo, Hualapai, Havasupai, and Kaibab Reservations in Arizona and the Jicarilla Apache and Taos Pueblo Indian Reservations in New Mexico.

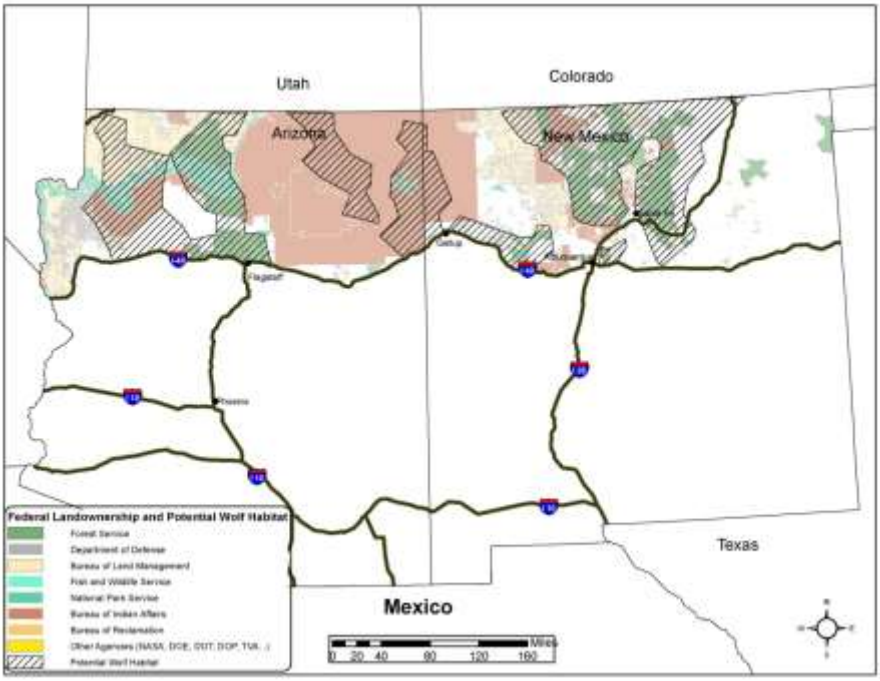

Figure 2-1. Potential wolf habitat in Northern New Mexico and Arizona (north of Interstate 40)

An expansion of the MWEPA north to the state boundaries coupled with the proposed management change to allow wolves to naturally disperse from the BRWRA into the surrounding MWEPA could eventually lead to the recolonization by Mexican wolves of these areas of suitable habitat in the northern portions of both Arizona and New Mexico. Our management of wolves in the expanded MWEPA would include conducting translocations on public lands and translocations and/or initial release of captive-raised wolves under agreements with tribal or private landowners. These management actions could serve as an adjunct to natural dispersal and contribute to the establishment of packs of Mexican wolves in the northern parts of both states. If established, we would expect these wolf packs in northern New Mexico and Arizona to be semi-disjunctive with linkage to the core population of wolves in the BRWRA through dispersal corridors and fragmented habitat.

The recovery and long-term conservation of the Mexican wolf in the southwestern U.S. and northern Mexico is likely to "depend on establishment of a metapopulation or several semi-disjunct but viable populations spanning a significant portion of its historic range in the region" (Carroll et al. 2006). As specified in our 1998 Final Rule the reintroduction of the Mexican wolf into the BRWRA was envisaged "as the first step toward recovery of the Mexican wolf in the wild" (63 FR 1752, January 12, 1998). In accordance with this vision our purpose in proposing changes to the 1998 Final Rule is to establish a viable, self-sustaining experimental population of Mexican wolves within the MWEPA which would eventually contribute to a broader recovery. The area north I-40 in Arizona and New Mexico contains extensive potential suitable habitat for wolves (Carroll et al. 2003). However, we do not believe that expansion of the MWEPA in Arizona and New Mexico north to the state borders with Utah and Colorado is necessary to achieve our objective to establish a viable, self-sustaining experimental population of Mexican wolves in the MWEPA.

In contrast, our proposal to extend the MWEPA south to the international border with Mexico would add an area managed under the 10(j) experimental population rules that we expect to improve the effectiveness of our management both for Mexican wolves which may disperse into the United States from Mexico and for wolves which may disperse from the core population of reintroduced Mexican wolves in the BRWRA. Establishment of Mexican wolves in the northern parts of Arizona and New Mexico may be important to achieve recovery goals. However, we do not believe the addition of the area north of I-40 to the MWEPA and the extension of the 10(j) management authority to this area is necessary to the achievement of our objective to establish a viable, self-sustaining experimental population of Mexican wolves in the MWEPA. For this reason we rejected this alternative because it is not necessary to meet the purpose and need for the Proposed Action.

2.2.2 Management Changes

- **Utilize White Sands Wolf Recovery Area (WSWRA) for initial releases.** The reintroduction of wolves into the WSWRA through initial release from captivity was considered as part of Alternative A (Preferred Alternative) in the 1996 Final Environmental Impact Statement (USFWS 1996) which was adopted for implementation in the 1997 Record of Decision. We designated the WSWRA as a wolf recovery area primarily because it lies within the probable historic range of the Mexican wolf, has a low density of human use and is largely free of livestock. Under the 1998 Final Rule, initial releases and reintroduction of wolves into the WSWRA is authorized, "if the Service finds it necessary and feasible" (63 FR 1752, January 12, 1998). Utilization of the WSWRA would seem to be necessary given the non-attainment of the 100 wolf minimum target population reintroduction project objective by the projected date of 2006. However, the question of its feasibility must also be considered. Mule deer, followed by the non-native oryx, pronghorn and feral horses are the most abundant ungulates within the WSWRA (USFWS 1996). A small population of desert bighorn sheep (*Ovis canadensis mexicana*) also lives within the San Andres NWR. While the WSWRA lies within the probable historic range of the Mexican wolf it is now considered an unsuitable area for wolf

release and reintroduction primarily due to the low density of ungulates. Wolf population numbers are directly related to ungulate biomass (Fuller 1989). Due to a low density of ungulate prey two independent assessments suggest that the WSWRA could only support 20 to 30 wolves (Bednarz 1988, Green-Hammond 1994). Deer populations have declined since these evaluations were conducted. We therefore consider this to be an overestimate of how many Mexican wolves this area could support in the present environment and have reevaluated the WSWRA as unlikely to be an area that can consistently support occupancy by wolves. The 3-Year Review concluded that a population of 20-30 wolves in the WSWRA "is not viable" (Shaffer 1987) and recommended that "the USFWS should not expend resources on reintroducing wolves to WSWRA (Paquet et al. 2001). The 5-Year Review also recommended that "any amended or new Mexican Wolf Nonessential Experimental Population Rule drafted….not include White Sands Missile Range as a Mexican Wolf Recovery Area or as a Reintroduction Zone" (AMOC and IFT 2005). We have never utilized the WSWRA for the release or translocation of wolves because of the low density of ungulates and we no longer consider the designation of the WSWRA as a recovery area necessary to achieve our reintroduction goal of establishing a viable, self-sustaining experimental population of Mexican wolves within the Mexican Wolf Experimental Population Area (MWEPA).

We have reevaluated the WSWRA as an area not suitable for wolf reintroduction and release. Our experience in the Reintroduction Project has shown that successful initial release sites have a relatively abundant prey base of elk or deer, limited or no livestock calving in the area, and clear separation from established wolf pack territories (IFT 2009). We define release success as a wolf that ultimately breeds and produces pups in the wild (IFT 2009). Although the WSWRA has a low density of human use and is largely free of livestock, the lack of an adequate prey base make the establishment of wolf territories and successful breeding problematic. Wolves released in area without adequate natural prey would require substantial and ongoing supplemental feedings and could eventually disperse to an area where the potential for depredation incidents or nuisance behavior is high. Therefore, this alternative would not minimize or mitigate the potential for wolf-depredation incidents or wolf-human interaction. For this reason we rejected this alternative because it did not satisfactorily meet the established selection criteria and therefore does not meet the purpose and need for the proposed action.

- **Allow only natural dispersal from the BRWRA into the MWEPA but no translocations within the MWEPA.** Alternatives One through Four propose to allow the natural dispersal of wolves from the BRWRA. We expect this proposed management change to lead to the establishment of wolf packs in the surrounding MWEPA. We are proposing this management change in order to better support natural wolf biology and behavior and therefore promote, rather than hinder, the growth of the experimental population of Mexican wolves. As they disperse from the BRWRA we expect wolves to establish territories in areas of suitable unoccupied (by wolves) habitat in the MWEPA. This process should expand the range of the experimental population of wolves and increase its numbers. Natural dispersal would therefore, in accordance with the purpose and need for the proposed action, assist us in reaching our population objective for a viable, self-sustaining experimental population of Mexican wolves within the MWEPA.

Except as requested by tribal governments we do not intend to remove wolves unless they engage in depredation or nuisance behavior that cannot be effectively managed through non-removal techniques. However, we recognize that wolf management, including removals, in response to depredations and nuisance behavior is an essential component of reintroduction efforts (Boitani 2003). Under an alternative where we would allow natural dispersal and the establishment of wolf packs in the MWEPA but not allow translocations within the MWEPA, a management removal of a wolf would lead to either putting that wolf into captivity or returning it to the BRWRA. Placing a

wolf in captivity, in particular one that is genetically important to the population, can have a negative impact on our efforts to improve the genetic health (representation) of the reintroduced wild population of Mexican wolves. Similarly, returning a wolf to the BRWRA that was removed from the MWEPA can have a negative impact to our efforts to improve the resiliency of the wild Mexican wolf population and could lead to intraspecific conflicts within an area where pack territories are established. We expect natural growth fostered by dispersal and recolonization of areas of suitable habitat within the MWEPA, augmented by assisted growth from translocations, to contribute to our objective to establish a viable, self-sustaining experimental population of Mexican wolves. Therefore we view the ability to translocate wolves within the MWEPA, coupled with our proposal to allow them to naturally disperse, as a necessary management tool. This alternative neither provides increased management flexibility nor improves the effectiveness of the reintroduction project in implementing actions that would contribute to the establishment of a viable, self-sustaining experimental population of Mexican wolves. For these reasons we rejected this alternative because it did not satisfactorily meet the established selection criteria and therefore does not meet the purpose and need for the Proposed Action.

2.2.3 Implementation of a Management Plan

- **Implement a Mexican Wolf Management Plan for those portions of west Texas outside of the Mexican Wolf Experimental Population Area (MWEPA).** Should Mexican wolves disperse north into the United States from reestablished wolf populations in Mexico, we consider it important to have a management plan in place that provides uniform interagency management guidelines in the states which are likely to receive them. The implementation of a wolf management plan for Arizona, New Mexico and west Texas was the subject of the Proposed Action in our *Preliminary Draft Environmental Assessment for the Implementation of a Southwestern Gray Wolf (Canis lupus) Management Plan for Portions of Arizona, New Mexico and Texas*. We decided to withdraw the proposed action for this PDEA in response to early feedback during the agency/local government/tribal scoping review.

  In our reevaluation of the need for the action we decided that because of the distance (approximately 130 miles/209 km) to the Texas border from the planned Nuevo Leon reintroduction site in Mexico, and the difficulties encountered in the initial release of Mexican wolves into the Sierra San Luis in the state of Sonora, dispersal and recolonization of west Texas by Mexican wolves is considered unlikely in the foreseeable future. Under Alternatives Three and Four we propose to extend the MWEPA in Arizona and New Mexico south to the international border with Mexico. All Mexican wolves, regardless of origin within the expanded MWEPA would be managed under guidelines established for the 10(j) nonessential experimental population. In Alternatives One through Four we also propose to modify the boundaries of the MWEPA to eliminate the portion of west Texas lying north of US Highway 62/180 to the Texas-New Mexico boundary. Expansion of the MWEPA south to the international border with Mexico would provide uniform interagency management guidelines under section 10(j) of the Act in the portions of the two states, Arizona and New Mexico, which are most likely to receive dispersing or recolonizing wolves from reestablished Mexican wolf populations in Mexico. Because of the limited size and extent of potential suitable habitat in the Texas portion of the existing MWEPA and because of the low probability of Mexican wolves dispersing into Texas from the core population of Mexican wolves in the MWEPA, we are proposing to modify the MWEPA to no longer include any portion of Texas. Similarly, because of the low probability of Mexican wolves dispersing into Texas from reestablished Mexican wolf populations in Mexico we no longer consider it necessary to implement a wolf management plan for portions of west Texas where Mexican wolves will be listed as endangered. In the event that a Mexican wolf is found in Texas it

would either be managed as endangered under the ESA or, if it originated from the experimental population of Mexican wolves, it would be captured and returned to the MWEPA or placed in captivity.

With the modification to remove the small portion of Texas from the MWEPA and because of the low probability of Mexican wolf dispersal into Texas from Mexico we do not believe implementation of a Mexican Wolf Management Plan for west Texas would better facilitate the interagency cooperation necessary to successfully manage and enhance Mexican wolf recovery. For this reason we rejected this alternative because it did not satisfactorily meet the established selection criteria and therefore does not meet the purpose and need for the Proposed Action.

- **Implement the Management Plan for the Mexican wolf but without Federal funding.** This alternative would implement a Mexican Wolf Management Plan for the states of Arizona and New Mexico but without the provision of Federal funding to state, tribal and Federal agency partners to assist in the execution of management activities. The Federal, state, and tribal land management agencies and the state wildlife agencies are key partners for the successful recovery and the management of the Mexican wolf in these two states. Without the provision of Federal funding these agencies will be limited in their ability to respond to depredation incidents and reports of nuisance behavior and would be unable to fully participate in the necessary management activities that minimize or mitigate wolf-human and wolf-livestock interaction while maximizing the potential for successful establishment of new wolf packs in suitable areas of New Mexico and Arizona outside of the MWEPA. Unfunded management actions would not facilitate the interagency cooperation necessary to successfully manage and enhance Mexican wolf recovery in Arizona and New Mexico and could lead to an erosion of public support for Mexican wolf recovery. For these reasons we rejected this alternative because it did not satisfactorily meet the established selection criteria and therefore does not meet the purpose and need for the Proposed Action.

2.3 PROPOSED ACTION AND ALTERNATIVES CONSIDERED

We have developed a range of alternatives, including the Proposed Action and No Action alternative, for our proposal to: (1) modify the geographic boundaries established for the Mexican wolf reintroduction in the 1998 Final Rule; (2) modify the management regulations established in the 1998 Final Rule which govern the release, translocation, natural dispersal, and take (see the definition of “take” provided in the List of Definitions) of Mexican wolves, and; (3) implement a management plan for Mexican wolves for those areas of Arizona and New Mexico that are outside of the Mexican Wolf Experimental Population Area (MWEPA). These actions would be implemented through a Final Nonessential Experimental Rule (see Appendix B for the proposed rule), an Endangered Species Act (ESA) Section 10 (a)(1)(a) research and recovery permit, and/or provisions for federal funding.

In summary we propose to:

- Make geographic boundary changes that:
  - Remove the designation of the White Sands Wolf Recovery Area (WSWRA).
  - Modify the geographic boundaries of the MWEPA.
  - Eliminate the designation of the Primary Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within the Blue Range Wolf Recovery Area (BRWRA).
- Make management changes that:

  - Provide for the initial release of captive-raised Mexican wolves throughout the BRWRA.
  - Allow the natural dispersal of Mexican wolves from the BRWRA into the MWEPA.
  - Provide for the translocation of Mexican wolves within the MWEPA pursuant to an authorized management purpose.
  - Modify the provisions for the take of Mexican wolves on private or tribal land anywhere within the modified MWEPA.
- Develop and implement management actions on private land within the MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with private landowners
- Develop and implement management actions on tribal land within the MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments.
- Implement a Management Plan *(Mexican Wolf Management Plan)* for the Mexican wolf for those portions of Arizona and New Mexico not included as part of the MWEPA.

Using the criteria listed in Section 2.1 the alternatives we brought forward for further consideration are intended to meet our purpose and need by:

- Establishing a larger experimental population of Mexican wolves distributed over a larger area.
- Improving the genetic health of the experimental population.
- Providing the interagency management guidelines for those areas of Arizona and New Mexico outside of the MWEPA necessary to effectively manage Mexican wolves in a manner that conserves and promotes their survival while being responsive to reports of depredation incidents and nuisance behavior.

Five alternatives, including the Proposed Action and No Action Alternatives, are considered by us in this Environmental Impact Statement (EIS):

2.3.1 Alternative One (Proposed Action):

- **Make geographic boundary changes that: Remove the designation of the White Sands Wolf Recovery Area (WSWRA) as an area for the reintroduction of Mexican wolves; remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the Mexican Wolf Experimental Population Area (MWEPA); eliminate the designation of the Primary Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within the Blue Range Wolf Recovery Area (BRWRA) (Figure 2-2).**
- **Make management changes that: Allow initial release of Mexican wolves from captivity to the wild throughout the entire BRWRA; allow Mexican wolves to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA; provide for the management of Mexican wolves in the MWEPA by reducing conflicts with humans and land uses through such means as hazing, trapping, translocations, and removals; modify the provisions for the take of Mexican wolves on private or tribal land within the modified MWEPA.**
- **Develop and implement management actions on private land within the modified MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in**

voluntary cooperation with private landowners, including but not limited to initial release and translocation of wolves if requested by the landowner.

- **Develop and implement management actions on tribal land within the modified MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments including but not limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the tribal government.**
- **Implement a management plan *(Mexican Wolf Management Plan)* for the Mexican wolf for those portions of Arizona and New Mexico that are outside of the modified MWEPA.**

Alternative One, which is also the Proposed Action, would include all the modifications included in our Proposed Rule (Appendix B). Under Alternative One we do not propose to expand the boundaries of either the BRWRA or the MWEPA. However, under this alternative we would make management changes that provide for the initial release of captive-raised wolves throughout the BRWRA and we would allow the natural dispersal of wolves from the BRWRA into the MWEPA. Alternative One would:

- Remove the designation of the WSWRA as an area for the reintroduction of Mexican wolves.
- Remove the small portion of Texas lying north of U.S. Highway 62/180 to the Texas-New Mexico boundary from the MWEPA.
- Make management changes so that:
  - Mexican wolves could be released from captivity to the wild throughout the entire BRWRA. Initial releases of captive-raised Mexican wolves could be conducted throughout the BRWRA. Of the 32 approved initial release and translocation sites in Arizona and New Mexico, 17 sites are within the PRZ and the remaining 15 are in the SRZ of the BRWRA. We propose in this alternative to utilize all 15 of these sites in the SRZ (currently used only for translocation of wolves with previous wild experience), for the initial release of captive-raised Mexican wolves. Ten of these sites are within the Gila National Forest in New Mexico (Figure 2-3) and five sites are within the Apache National Forest in Arizona (Figure 2-4). This alternative would also utilize for initial release any additional sites within the whole of the BRWRA should they, in the future, be proposed for use by the Interagency Field Team for management purposes (e.g., to compensate for a wolf mortality, or to enhance genetics among the reintroduced wild wolf population). This management change would eliminate the need to define the Primary and secondary recovery zone within the BRWRA. Therefore, we would discontinue the use of these zones and their definitions in this alternative.
  - Mexican wolves would be allowed to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA. We would not remove wolves on public or private land in the MWEPA except in the case of depredation or other nuisance behavior that cannot be effectively managed through non-removal techniques. We would capture and remove wolves on tribal land if requested by the tribal government.
  - Wolves captured in the MWEPA pursuant to an authorized management purpose could be translocated (re-released) at approved translocation sites on public land within the MWEPA (inclusive of the BRWRA) with the option to translocate or release wolves directly from captivity on tribal or private land when requested by the tribal government or landowner.

- Provisions for take (see the definition of "take" provided in the List of Definitions) of a Mexican wolf (see Appendix B. Proposed Rule) are modified to:
  - Identify section 6 of the Act as authorizing language for take pursuant to 50 CFR 17.31 for state wildlife agencies with authority to manage Mexican wolves under the nonessential experimental population rule.
  - Clarify that an individual can be authorized to take Mexican wolves under specific circumstances.
  - Clarify allowable take for Federal agencies and authorized personnel.
  - Revise the conditions that determine when we would issue a permit to livestock owners or their agents to allow take of Mexican wolves that are engaged in the act of killing, wounding or biting livestock on public lands allotted for grazing from ''6 breeding pairs'' to ''100 Mexican wolves'' to be consistent with our population objective of establishing a population of at least 100 wolves.
  - Revise the prohibitions for take such that taking a Mexican wolf with a trap, snare, or other type of capture device within occupied Mexican wolf range is prohibited and will not be considered unavoidable or unintentional take, unless due care was exercised to avoid injury or death to a Mexican wolf.

- Develop and implement management actions on tribal land within the modified MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments including but not limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the tribal government. We would seek to continue the cooperative agreement entered into in 2000 with the White Mountain Apache Tribe to allow wolves to occupy the Fort Apache Indian Reservation and we would seek to enter into cooperative agreements for the management of wolves with other tribes within the modified MWEPA. These cooperative agreements would be subject to successive renewal, in which the Tribe has the option of allowing or prohibiting wolf re-establishment, whether through natural dispersion, initial release from captivity, or translocation, on recognized tribal lands or reservations.

- Develop and implement management actions on private land within the modified MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with private landowners, including but not limited to initial release and translocation of wolves if requested by the landowner. Wolves present on private lands within the modified MWEPA would not be subject to management removal except in the case of depredation incidents or other nuisance behavior that cannot be effectively managed through non-removal techniques.

- Implement a management plan *(Mexican Wolf Management Plan)* for the Mexican wolf for those portions of Arizona and New Mexico that are outside of the modified MWEPA. Under this alternative the proposed management plan would be implemented for those areas of Arizona and New Mexico north of Interstate 40 and south of Interstate 10.

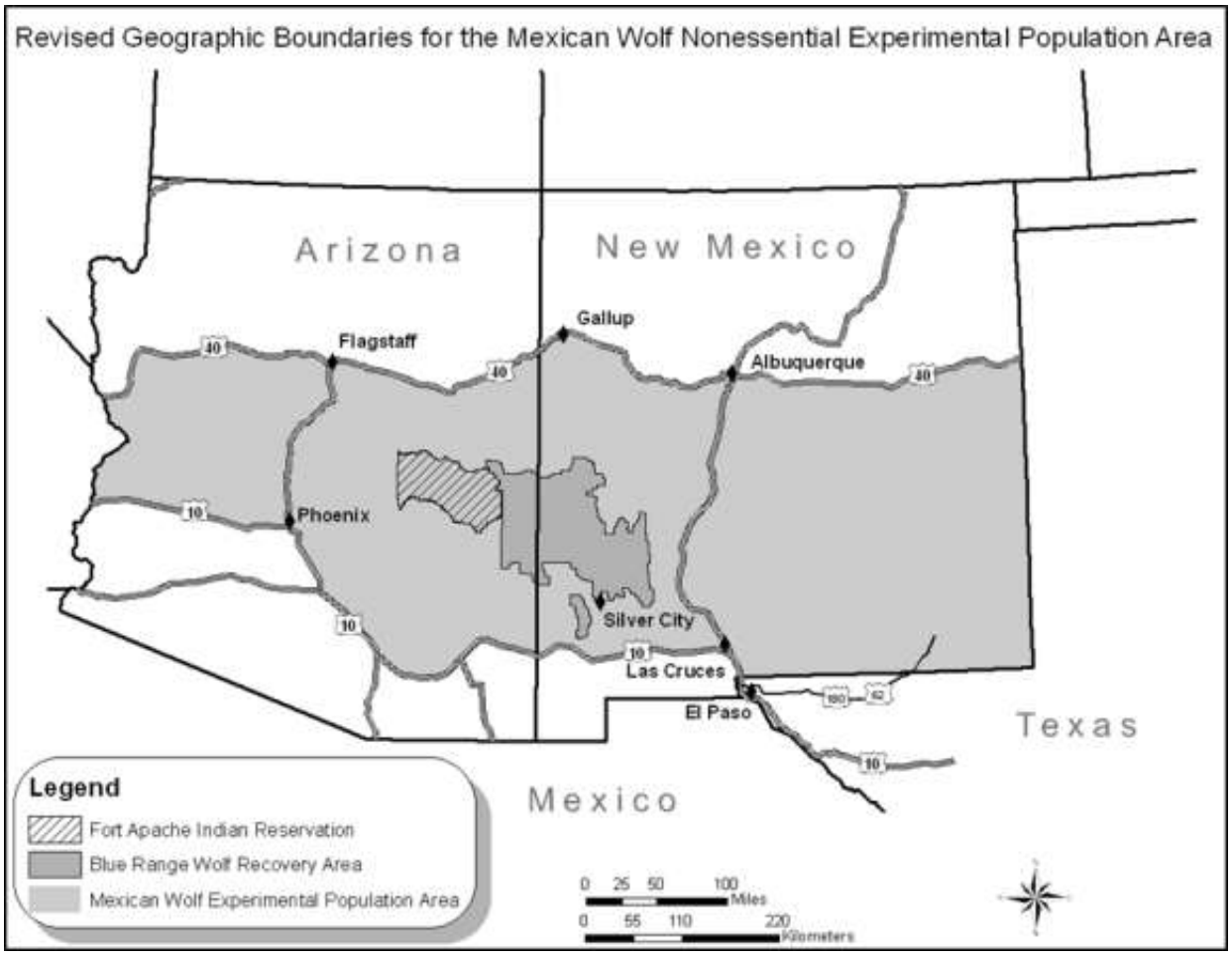

Figure 2-2. Alternative One (Proposed Action) showing the proposed revision to the geographic boundaries for the Mexican Wolf Experimental Population Area (MWEPA) that: (1) remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the MWEPA; (2) eliminate the designation of the Primary Recovery Zone and Secondary Recovery Zone within the Blue Range Wolf Recovery Area; and (3) remove the designation of the White Sands Wolf Recovery Area as an area for the reintroduction of Mexican wolves.

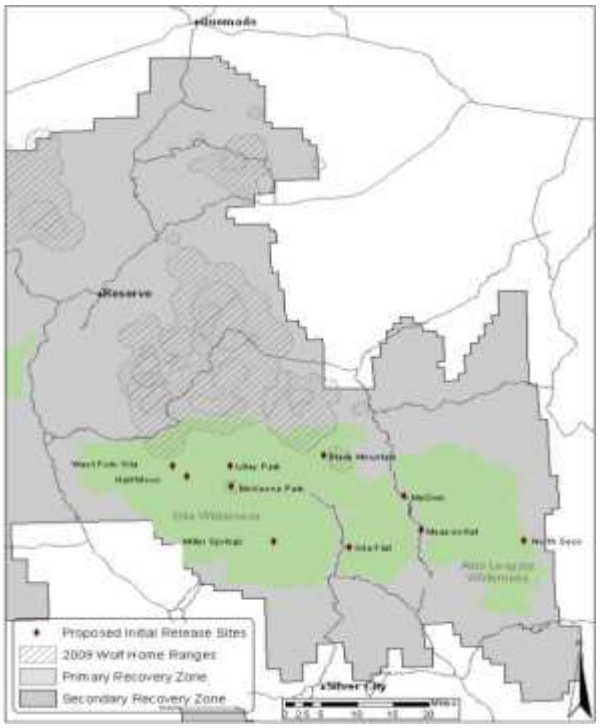

Figure 2-3. Proposed Initial Release Sites (Using existing Translocation sites) in the Secondary Recovery Zone, Gila National Forest, New Mexico.

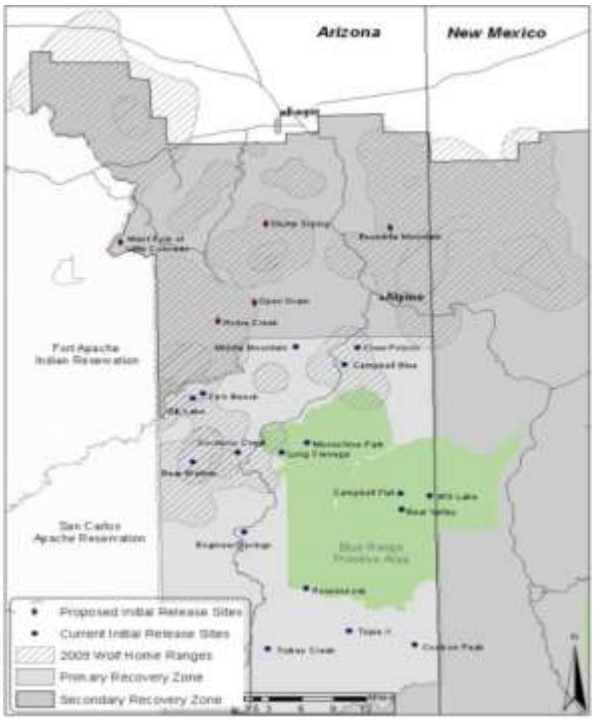

Figure 2-4. Proposed Initial Release Sites (Using existing Translocation and Initial Release sites) in the Primary and Secondary Recovery Zone, Apache National Forest, Arizona.

2.3.2 Alternative Two (Blue Range Wolf Recovery Area (BRWRA) Expansion)

- **Make geographic boundary changes that: Remove the designation of the White Sands Wolf Recovery Area (WSWRA); remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the Mexican Wolf Experimental Population Area (MWEPA); expand the geographic boundaries of the BRWRA by including any or all of the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico; eliminate the designation of the Primary Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within the BRWRA (Figure 2-5).**
- **Make management changes that: Allow initial release of Mexican wolves from captivity to the wild throughout the entire BRWRA; allow Mexican wolves to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA; provide for the management of Mexican wolves in the MWEPA by reducing conflicts with humans and land uses through such means as hazing, trapping, translocations, and removals; modify the provisions for the take of Mexican wolves on private or tribal land within the modified MWEPA.**
- **Develop and implement management actions on private land within the modified MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with private landowners, including but not limited to initial release and translocation of wolves if requested by the landowner.**
- **Develop and implement management actions on tribal land within the modified MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments including but not limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the tribal government.**
- **Implement a management plan *(Mexican Wolf Management Plan)* for the Mexican wolf for those portions of Arizona and New Mexico that are outside of the modified MWEPA.**

Alternative Two would include all the initiatives proposed under Alternative One; however, under this alternative we would also expand the geographic boundaries of the BRWRA to include any or all of the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico. Alternative Two would:

- Remove the designation of the WSWRA as an area for the reintroduction of Mexican wolves.
- Remove the small portion of Texas lying north of U.S. Highway 62/180 to the Texas-New Mexico boundary from the MWEPA.
- Expand the boundaries of the BRWRA to include any or all of the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico. As part of this expansion we would eliminate the designation of the Primary and Secondary Recovery Zone within the BRWRA.
- Make management changes so that:

- Mexican wolves could be released from captivity to the wild throughout the entire BRWRA. Initial releases of captive-raised Mexican wolves could be conducted throughout the expanded BRWRA. We propose in this alternative to utilize for the initial release of captive-raised wolves and for the translocation of wolves all of the 32 currently approved initial release and translocation sites within the Apache and Gila National Forests in Arizona and New Mexico. In addition we propose to select initial release and translocation sites throughout the expanded BRWRA. Specifically, new sites in the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico. This alternative would also utilize for initial release and translocation any additional sites within the expanded BRWRA should they, in the future, be proposed for use by the Interagency Field Team for management purposes (e.g., to compensate for a wolf mortality, or to enhance genetics among the reintroduced wild wolf population).
- Mexican wolves would be allowed to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA. We would not remove wolves on public or private land in the MWEPA except in the case of depredation or other nuisance behavior that cannot be effectively managed through non-removal techniques. We would capture and remove wolves on tribal land if requested by the tribal government.
- Wolves captured in the MWEPA pursuant to an authorized management purpose could be translocated (re-released) at approved translocation sites on public land within the MWEPA (inclusive of the BRWRA) with the option to translocate or release wolves directly from captivity on tribal or private land when requested by the tribal government or landowner.
- Provisions for take (see the definition of "take" provided in the List of Definitions) of a Mexican wolf (see Appendix B. Proposed Rule) are modified to:
    - Identify section 6 of the Act as authorizing language for take pursuant to 50 CFR 17.31 for state wildlife agencies with authority to manage Mexican wolves under the nonessential experimental population rule.
    - Clarify that an individual can be authorized to take Mexican wolves under specific circumstances.
    - Clarify allowable take for Federal agencies and authorized personnel.
    - Revise the conditions that determine when we would issue a permit to livestock owners or their agents to allow take of Mexican wolves that are engaged in the act of killing, wounding or biting livestock on public lands allotted for grazing from ''6 breeding pairs'' to ''100 Mexican wolves'' to be consistent with our population objective of establishing a population of at least 100 wolves.
    - Revise the prohibitions for take such that taking a Mexican wolf with a trap, snare, or other type of capture device within occupied Mexican wolf range is prohibited and will not be considered unavoidable or unintentional take, unless due care was exercised to avoid injury or death to a Mexican wolf.

- Develop and implement management actions on tribal land within the modified MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments including but not limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the

tribal government. We would seek to continue the cooperative agreement entered into in 2000 with the White Mountain Apache Tribe to allow wolves to occupy the Fort Apache Indian Reservation and we would seek to enter into cooperative agreements for the management of wolves with other tribes within the modified MWEPA. These cooperative agreements would be subject to successive renewal, in which the Tribe has the option of allowing or prohibiting wolf re-establishment, whether through natural dispersion, initial release from captivity, or translocation, on recognized tribal lands or reservations.

- Develop and implement management actions on private land within the modified MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with private landowners, including but not limited to initial release and translocation of wolves if requested by the landowner. Wolves present on private lands within the modified MWEPA would not be subject to management removal except in the case of depredation incidents or other nuisance behavior that cannot be effectively managed through non-removal techniques.
- Implement a management plan *(Mexican Wolf Management Plan)* for the Mexican wolf for those portions of Arizona and New Mexico not included in the modified MWEPA. Under this alternative the proposed management plan would be implemented for those areas of Arizona and New Mexico north of Interstate 40 and south of Interstate 10.

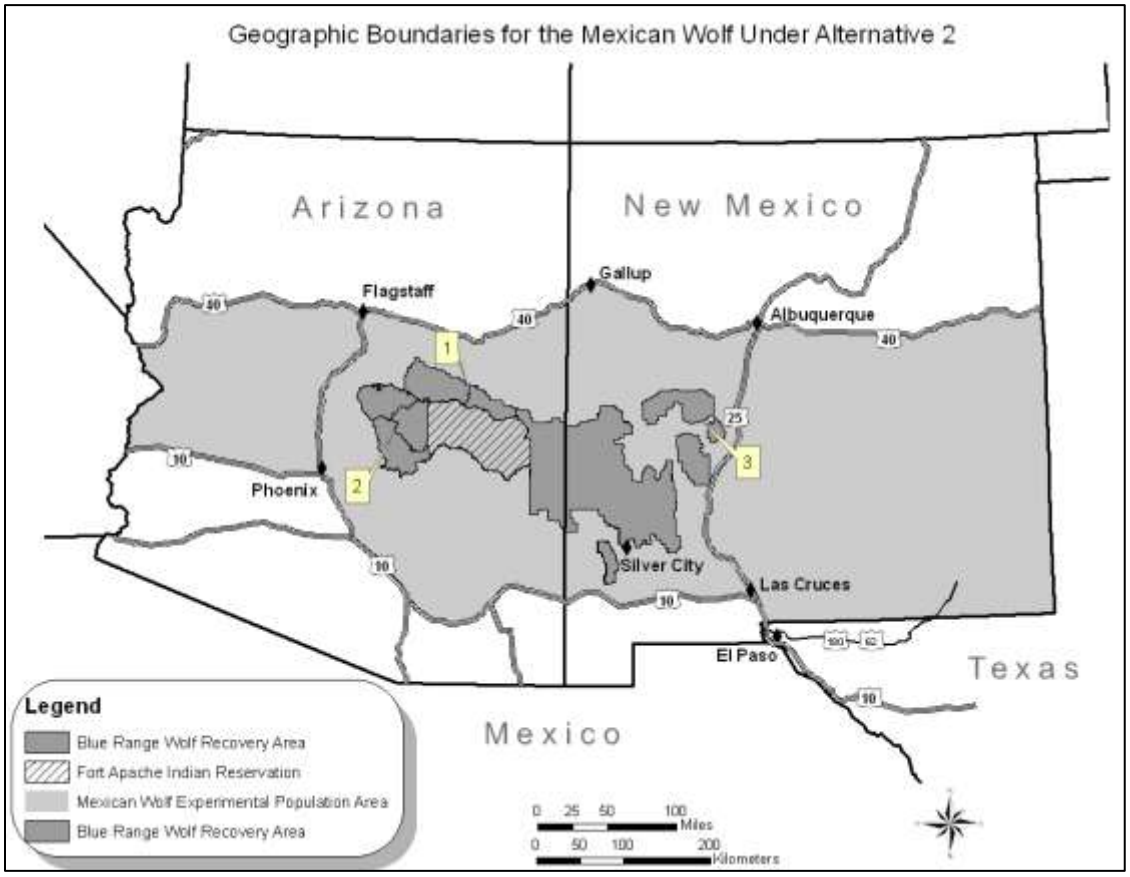

Figure 2-5. Alternative Two (Blue Range Wolf Recovery Area (BRWRA) Expansion) showing the proposed revision to the geographic boundaries for the Mexican Wolf Experimental Population Area (MWEPA) that: (1) remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the MWEPA; (2) expand the BRWRA to include any or all of the ranger districts of the Sitgreaves National Forest (labeled as 1 in the map), three ranger districts within the Tonto National Forest (labeled as 2 in the map), one ranger district within the Cibola National Forest (labeled as 3 in the map); (3) eliminate the designation of the Primary Recovery Zone and Secondary Recovery Zone within the BRWRA; and (4) remove the designation of the White Sands Wolf Recovery Area as an area for the reintroduction of Mexican wolves.

2.3.3 Alternative Three (Mexican Wolf Experimental Population Area (MWEPA) Expansion):

- **Make geographic boundary changes that: Remove the designation of the White Sands Wolf Recovery Area (WSWRA) as an area for the reintroduction of Mexican wolves; remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the MWEPA; move the southern boundary of the MWEPA in Arizona and New Mexico form Interstate-10 to the United States-Mexico international border; eliminate the designation of the Primary Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within the Blue Range Wolf Recovery Area (BRWRA) (Figure 2-6).**
- **Make management changes that: Allow initial release of Mexican wolves from captivity to the wild throughout the entire BRWRA; allow Mexican wolves to disperse naturally**

from the BRWRA into the MWEPA and occupy the MWEPA; provide for the management of Mexican wolves in the MWEPA by reducing conflicts with humans and land uses through such means as hazing, trapping, translocations, and removals; modify the provisions for the take of Mexican wolves on private or tribal land within the modified MWEPA.

- **Develop and implement management actions on private land within the modified MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with private landowners, including but not limited to initial release and translocation of wolves if requested by the landowner.**
- **Develop and implement management actions on tribal land within the modified MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments including but not limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the tribal government.**
- **Implement a management plan *(Mexican Wolf Management Plan)* for the Mexican wolf for those portions of Arizona and New Mexico not included as part of the modified MWEPA.**

Alternative Three would include all the initiatives proposed under Alternative One; however, under this alternative we would also extend the southern boundary of the MWEPA in Arizona and New Mexico from Interstate Highway 10 (I-10) to the United States-Mexico international border. Alternative Three would:

- Remove the designation of the WSWRA as an area for the reintroduction of Mexican wolves.
- Remove the small portion of Texas lying north of U.S. Highway 62/180 to the Texas-New Mexico boundary from the MWEPA.
- Move the southern boundary of the MWEPA in Arizona and New Mexico from Interstate 10 to the United States-Mexico international border.
- Make management changes so that:
    - Mexican wolves could be released from captivity to the wild throughout the entire BRWRA. Initial releases of captive-raised Mexican wolves could be conducted throughout the BRWRA. Of the 32 approved initial release and translocation sites in Arizona and New Mexico, 17 sites are within the PRZ and the remaining 15 are in the SRZ of the BRWRA. We propose in this alternative to utilize all 15 of these sites in the SRZ (currently used only for translocation of wolves with previous wild experience), for the initial release of captive-raised Mexican wolves. Ten of these sites are within the Gila National Forest in New Mexico (Figure 2-3) and five sites are within the Apache National Forest in Arizona (Figure 2-4). This alternative would also utilize for initial release any additional sites within the whole of the BRWRA should they, in the future, be proposed for use by the Interagency Field Team for management purposes (e.g., to compensate for a wolf mortality, or to enhance genetics among the reintroduced wild wolf population). This management change would eliminate the need to define the Primary and secondary recovery zone within the BRWRA. Therefore, we would discontinue the use of these zones and their definitions in this alternative.
    - Mexican wolves would be allowed to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA. We would not remove wolves on public or private land in the

MWEPA except in the case of depredation or other nuisance behavior that cannot be effectively managed through non-removal techniques. We would capture and remove wolves on tribal land if requested by the tribal government.

- Wolves captured in the MWEPA pursuant to an authorized management purpose could be translocated (re-released) at approved translocation sites on public land within the MWEPA (inclusive of the BRWRA) with the option to translocate or release wolves directly from captivity on tribal or private land when requested by the tribal government or landowner.

- Provisions for take (see the definition of "take" provided in the List of Definitions) of a Mexican wolf (see Appendix B. Proposed Rule) are modified to:
  - Identify section 6 of the Act as authorizing language for take pursuant to 50 CFR 17.31 for state wildlife agencies with authority to manage Mexican wolves under the nonessential experimental population rule.
  - Clarify that an individual can be authorized to take Mexican wolves under specific circumstances.
  - Clarify allowable take for Federal agencies and authorized personnel.
  - Revise the conditions that determine when we would issue a permit to livestock owners or their agents to allow take of Mexican wolves that are engaged in the act of killing, wounding or biting livestock on public lands allotted for grazing from ''6 breeding pairs'' to ''100 Mexican wolves'' to be consistent with our population objective of establishing a population of at least 100 wolves.
  - Revise the prohibitions for take such that taking a Mexican wolf with a trap, snare, or other type of capture device within occupied Mexican wolf range is prohibited and will not be considered unavoidable or unintentional take, unless due care was exercised to avoid injury or death to a Mexican wolf.

- Develop and implement management actions on tribal land within the modified MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments including but not limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the tribal government. We would seek to continue the cooperative agreement entered into in 2000 with the White Mountain Apache Tribe to allow wolves to occupy the Fort Apache Indian Reservation and we would seek to enter into cooperative agreements for the management of wolves with other tribes within the modified MWEPA. These cooperative agreements would be subject to successive renewal, in which the Tribe has the option of allowing or prohibiting wolf re-establishment, whether through natural dispersion, initial release from captivity, or translocation, on recognized tribal lands or reservations.

- Develop and implement management actions on private land within the modified MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with private landowners, including but not limited to initial release and translocation of wolves if requested by the landowner. Wolves present on private lands within the modified MWEPA would not be subject to management removal except in the case of depredation incidents or other nuisance behavior that cannot be effectively managed through non-removal techniques.

- Implement a management plan *(Mexican Wolf Management Plan)* for the Mexican wolf for those portions of Arizona and New Mexico that are outside of the modified MWEPA. Under this alternative the proposed management plan would be implemented for those areas of Arizona and New Mexico north of Interstate 40 and south of Interstate 10.

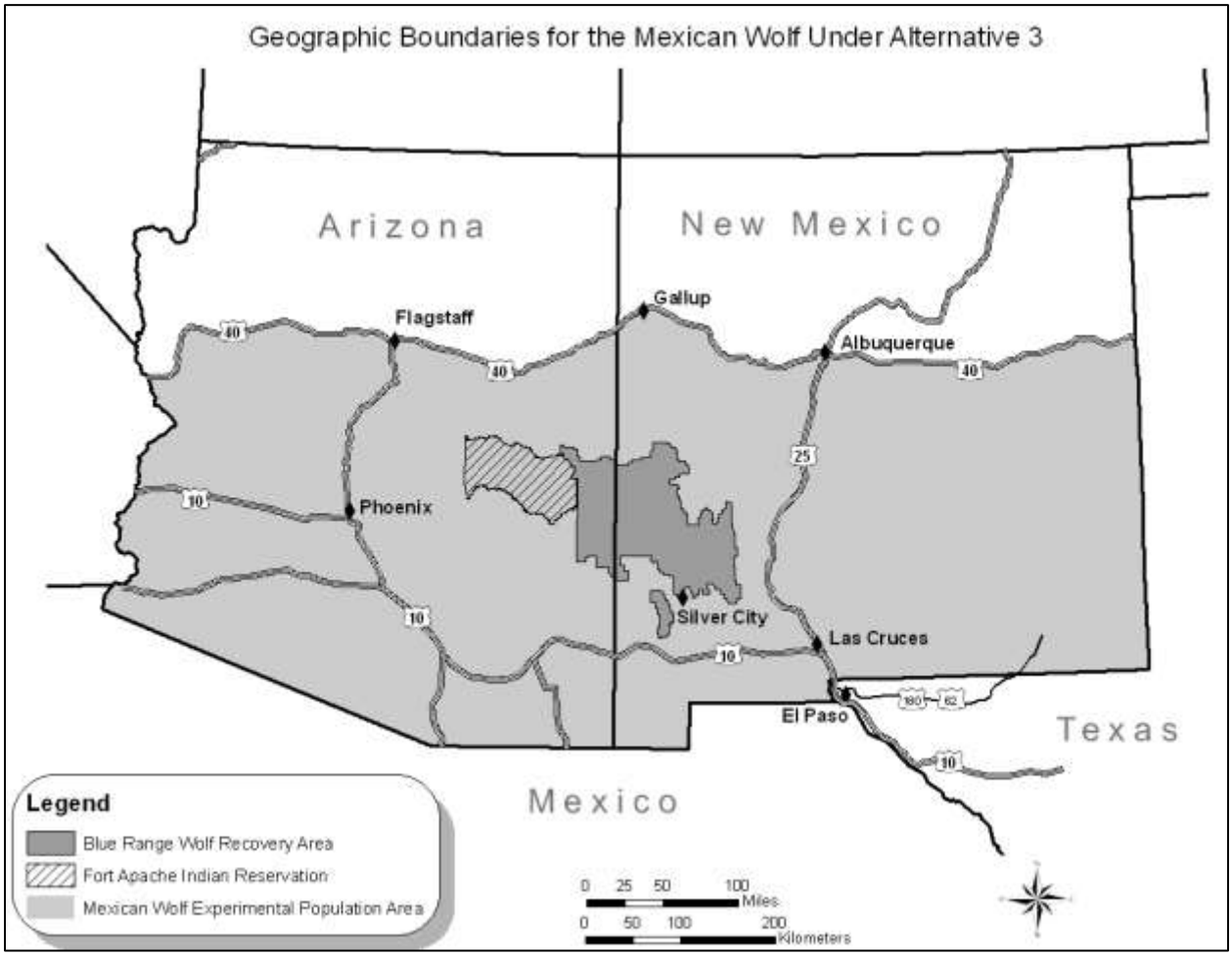

Figure 2-6. Alternative Three (Mexican Wolf Experimental Population Area (MWEPA) Expansion) showing the proposed revision to the geographic boundaries for the MWEPA that: (1) remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the MWEPA; (2) move the southern boundary of the MWEPA in Arizona and New Mexico from Interstate-10 to the United States-Mexico international border; (3) eliminate the designation of the Primary Recovery Zone and Secondary Recovery Zone within the Blue Range Wolf Recovery Area; and (4) remove the designation of the White Sands Wolf Recovery Area as an area for the reintroduction of Mexican wolves.

2.3.4 Alternative Four (Comprehensive Alternative):

- **Make geographic boundary changes that: Remove the designation of the White Sands Wolf Recovery Area (WSWRA) as an area for the reintroduction of Mexican wolves; remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the Mexican Wolf Experimental Population Area (MWEPA);**

move the southern boundary of the MWEPA in Arizona and New Mexico form Interstate-10 to the United States-Mexico international border; expand the geographic boundaries of the Blue Range Wolf Recovery Area (BRWRA) by including any or all of the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico; eliminate the designation of the Primary Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within the BRWRA (Figure 2-7).

- **Make management changes that: Allow initial release of Mexican wolves from captivity to the wild throughout the entire BRWRA; allow Mexican wolves to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA; provide for the management of Mexican wolves in the MWEPA by reducing conflicts with humans and land uses through such means as hazing, trapping, translocations, and removals; modify the provisions for the take of Mexican wolves on private or tribal land within the modified MWEPA.**
- **Develop and implement management actions on private land within the modified MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with private landowners, including but not limited to initial release and translocation of wolves if requested by the landowner.**
- **Develop and implement management actions on tribal land within the modified MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments including but not limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the tribal government.**
- **Implement a management plan *(Mexican Wolf Management Plan)* for the Mexican wolf for those portions of Arizona and New Mexico not included as part of the modified MWEPA.**

Alternative Four would include all the initiatives proposed under Alternative One as well as the geographic boundary expansions proposed under Alternatives Two and Three. Under this alternative we would expand the geographic boundaries of the BRWRA and we would extend the southern boundary of the MWEPA in Arizona and New Mexico. Under this alternative we would also include additional management changes that would provide for the take of any Mexican wolf engaged in the act of killing, wounding, or biting pets and we would include provisions for the conditional issuance of permits on private and tribal land anywhere within the modified and expanded MWEPA. Alternative Four would:

- Remove the designation of the WSWRA as an area for the reintroduction of Mexican wolves.
- Remove the small portion of Texas lying north of U.S. Highway 62/180 to the Texas-New Mexico boundary from the MWEPA.
- Move the southern boundary of the MWEPA in Arizona and New Mexico from Interstate 10 to the United States-Mexico international border.
- Expand the boundaries of the BRWRA to include any or all of the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico. As part of this expansion we would eliminate the designation of the Primary and Secondary Recovery Zone within the BRWRA.

- Make management changes so that:
  - Mexican wolves could be released from captivity to the wild throughout the entire BRWRA. Initial releases of captive-raised Mexican wolves could be conducted throughout the expanded BRWRA. We propose in this alternative to utilize for the initial release of captive-raised wolves and for the translocation of wolves all of the 32 currently approved initial release and translocation sites within the Apache and Gila National Forests in Arizona and New Mexico. In addition we propose to select initial release and translocation sites throughout the expanded BRWRA. Specifically, new sites in the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico. This alternative would also utilize for initial release and translocation any additional sites within the expanded BRWRA should they, in the future, be proposed for use by the Interagency Field Team for management purposes (e.g., to compensate for a wolf mortality, or to enhance genetics among the reintroduced wild wolf population).
  - Mexican wolves would be allowed to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA. We would not remove wolves on public or private land in the MWEPA except in the case of depredation or other nuisance behavior that cannot be effectively managed through non-removal techniques. We would capture and remove wolves on tribal land if requested by the tribal government.
  - Wolves captured in the MWEPA pursuant to an authorized management purpose could be translocated (re-released) at approved translocation sites on public land within the MWEPA (inclusive of the BRWRA) with the option to translocate or release wolves directly from captivity on tribal or private land when requested by the tribal government or landowner.
  - Provisions for take (see the definition of "take" provided in the List of Definitions) of a Mexican wolf (see Appendix B. Proposed Rule) are modified to:
    - Identify section 6 of the Act as authorizing language for take pursuant to 50 CFR 17.31 for state wildlife agencies with authority to manage Mexican wolves under the nonessential experimental population rule.
    - Clarify that an individual can be authorized to take Mexican wolves under specific circumstances.
    - Clarify allowable take for Federal agencies and authorized personnel.
    - Revise the conditions that determine when we would issue a permit to livestock owners or their agents to allow take of Mexican wolves that are engaged in the act of killing, wounding or biting livestock on public lands allotted for grazing from ''6 breeding pairs'' to ''100 Mexican wolves'' to be consistent with our population objective of establishing a population of at least 100 wolves.
    - Revise the prohibitions for take such that taking a Mexican wolf with a trap, snare, or other type of capture device within occupied Mexican wolf range is prohibited and will not be considered unavoidable or unintentional take, unless due care was exercised to avoid injury or death to a Mexican wolf.
    - Include provisions for take by pet owners of any Mexican wolf engaged in the act of killing, wounding, or biting pets on private or tribal land anywhere within the

modified and expanded MWEPA, provided that evidence of a freshly wounded or killed pet by wolves is present.

- Include provisions for the issuance of permits on private or tribal land anywhere within the modified and expanded MWEPA to allow livestock owners or their agents to take any wolf that is present on private or tribal.

- Develop and implement management actions on tribal land within the modified MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments including but not limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the tribal government. We would seek to continue the cooperative agreement entered into in 2000 with the White Mountain Apache Tribe to allow wolves to occupy the Fort Apache Indian Reservation and we would seek to enter into cooperative agreements for the management of wolves with other tribes within the modified MWEPA. These cooperative agreements would be subject to successive renewal, in which the Tribe has the option of allowing or prohibiting wolf re-establishment, whether through natural dispersion, initial release from captivity, or translocation, on recognized tribal lands or reservations.

- Develop and implement management actions on private land within the modified MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with private landowners, including but not limited to initial release and translocation of wolves if requested by the landowner. Wolves present on private lands within the modified MWEPA would not be subject to management removal except in the case of depredation incidents or other nuisance behavior that cannot be effectively managed through non-removal techniques.

- Implement a management plan *(Mexican Wolf Management Plan)* for the Mexican wolf for those portions of Arizona and New Mexico that are outside of the modified MWEPA. Under this alternative the proposed management plan would be implemented for those areas of Arizona and New Mexico north of Interstate 40 and south of Interstate 10.

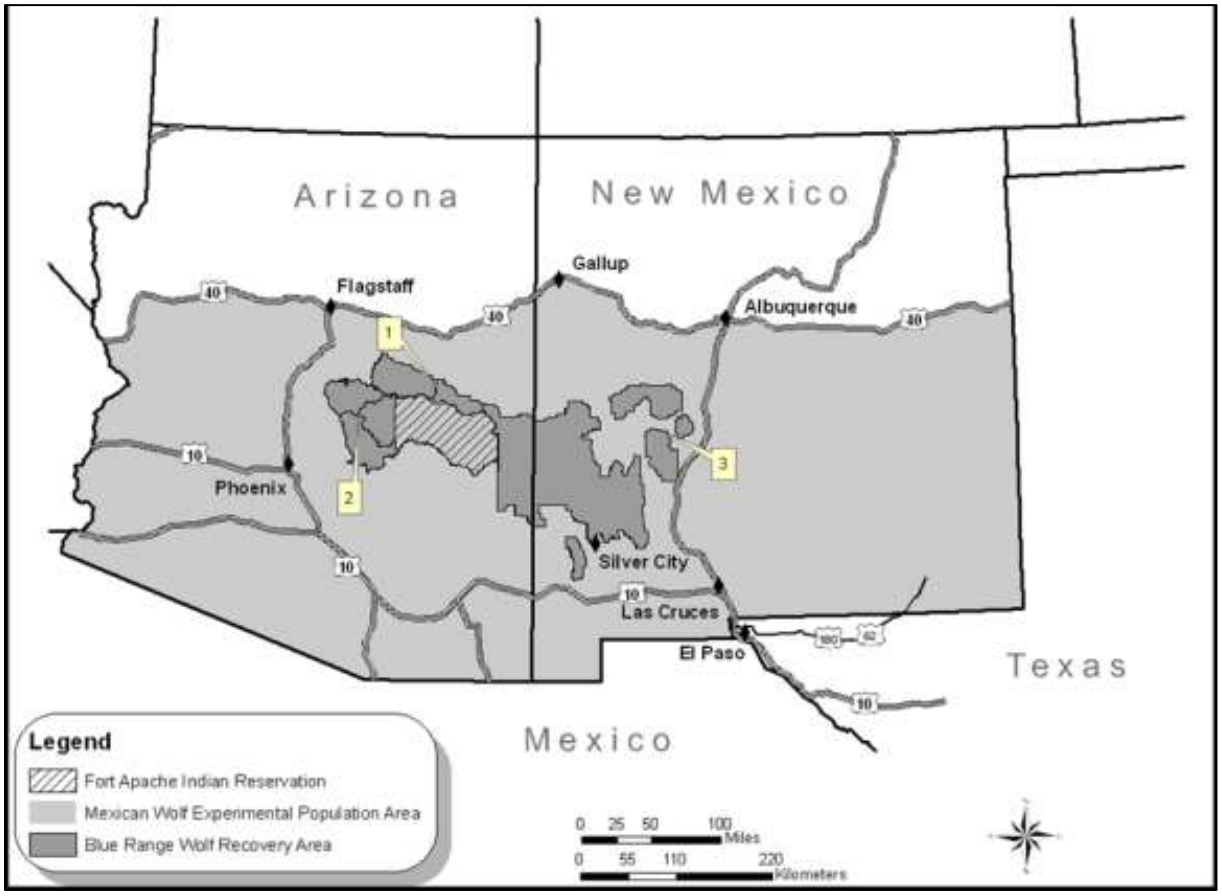

Figure 2-7. Alternative Four (Comprehensive Alternative) showing the proposed revision to the geographic boundaries for the Mexican wolf that: (1) remove the small portion of Texas lying north of U.S. Highway 62/80 to the Texas-New Mexico boundary from the Mexican Wolf Experimental Population Area (MWEPA); (2) expand the Blue Range Wolf Recovery Area (BRWRA) to include any or all of the ranger districts of the Sitgreaves National Forest (labeled as 1 in the map), three ranger districts within the Tonto National Forest (labeled as 2 in the map), one ranger district within the Cibola National Forest (labeled as 3 in the map); (3) move the southern boundary of the MWEPA in Arizona and New Mexico from Interstate-10 to the United States-Mexico international border; (4) eliminate the designation of the Primary Recovery Zone and Secondary Recovery Zone within the BRWRA; and (5) remove the designation of the White Sands Wolf Recovery Area as an area for the reintroduction of Mexican wolves.

2.3.5 No Action Alternative:

No changes to the 1998 Final 10(j) Rule for the Mexican wolf would be made and a Mexican Wolf Management Plan for those portions of Arizona and New Mexico not included in the Mexican Wolf Experimental Population Area (MWEPA) would not be implemented.

Under this alternative the current boundaries of the Blue Range Wolf Recovery Area (BRWRA) and MWEPA and the designation of the White Sands Wolf Recovery Area (WSWRA), as set under the guidelines of the 1998 Final 10(j) Rule, would be retained. The designations of the Primary Recovery Zone (PRZ) and Secondary Recovery Zone (SRZ) within the established BRWRA would be retained and the Reintroduction Project would continue to operate under the current management regulations

which restrict the initial release of captive-raised Mexican wolves to the PRZ of the BRWRA. We would make no change to the management policy that requires that Mexican wolves that naturally disperse and establish territories outside of the BRWRA be captured and returned to the BRWRA or placed in captivity. We would make no change to the provisions of the 1998 Final Rule for the limited take of Mexican wolves. Under this alternative landowners or their agents on private or tribal land anywhere in the MWEPA would not have the authority to take (see the definition of "take" provided in the List of Definitions) a wolf actually engaged in the act of killing, wounding, or biting pets. We would not correct the oversight of the Service which did not identify section 6 of the ESA as potential authorizing language for take pursuant to CFR 17.31 in the 1998 Final Rule nor would we modify the language of the Rule to identify "individuals" (that is, people who are not associated with an agency) as authorized to take Mexican wolves under specific circumstances. We would not eliminate the term "breeding pair" or modify the condition on "public lands" allotted for grazing in the MWEPA, including the BRWRA, for which livestock owners or their agents can be issued a permit under the Act to take wolves engaged in the act of killing, wounding, or biting "livestock" from "6 breeding pairs" to 100 Mexican wolves based on the most recently reported population count. We would not modify the definition of "unavoidable and unintentional take" by clarifying the phrase "due care" as including but not limited to the use of traps that have inside spreads of less than or equal to 6 in (15 cm), double-staking traps, checking traps once every 24 hours, and reporting the capture of a wolf within 24 hours to the Service's Mexican Wolf Recovery Coordinator or a designated representative of the Service. We would not include provisions for the issuance of permits on private and tribal land anywhere within the MWEPA to allow livestock owners or their agents to take any wolf that is present on private or tribal land. While we would seek to continue the cooperative agreement entered into in 2000 with the White Mountain Apache Tribe to allow wolves to occupy the Fort Apache Indian Reservation and we would seek to enter into cooperative agreements with other tribes or private landowners within the currently configured MWEPA we would not seek to enter into cooperative agreements for the management of wolves with other tribes or private landowners within an expanded MWEPA. Under this alternative we would not implement a management plan *(Mexican Wolf Management Plan)* for the Mexican wolf for those portions of Arizona and New Mexico not included in the MWEPA.

2.3.6 Summary of Actions by Alternative

In this section we provide a tabular comparison of the actions of the Proposed Action and Alternatives.

	Alternative 1 (Proposed Action)	**Alternative 2 (Expanded BRWRA)**	**Alternative 3 (Expanded MWEPA)**	**Alternative 4 (Comprehensive)**	**No Action Alternative**
Boundary Changes					
Remove the designation of the White Sands Wolf Recovery Area as an area for the reintroduction of Mexican wolves.	X	X	X	X	

	Alternative 1 (Proposed Action)	**Alternative 2 (Expanded BRWRA)**	**Alternative 3 (Expanded MWEPA)**	**Alternative 4 (Comprehensive)**	**No Action Alternative**
Remove the portion of Texas lying north of U.S. Highway 62/180 to the Texas-New Mexico boundary from the Mexican Wolf Experimental Population Area (MWEPA).	X	X	X	X	
Move the southern boundary of the MWEPA in Arizona and New Mexico from Interstate 10 to the United States-Mexico international border.			X	X	
Expand the boundaries of the current BRWRA, to include any or all of the Sitgreaves National Forest and the Payson, Pleasant Valley, and Tonto Basin Ranger Districts of the Tonto National Forests in Arizona and the Magdalena Ranger District of the Cibola National Forest in New Mexico. As part of this expansion we would eliminate the designation of the Primary and Secondary Recovery Zone within the BRWRA.		X		X	
Management Changes					
Allow initial release of Mexican wolves from captivity to the wild throughout the entire BRWRA. This change would eliminate the need to define the Primary and Secondary Recovery Zone within the BRWRA.	X	X	X	X	

	Alternative 1 (Proposed Action)	**Alternative 2 (Expanded BRWRA)**	**Alternative 3 (Expanded MWEPA)**	**Alternative 4 (Comprehensive)**	**No Action Alternative**
Allow Mexican wolves to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA. Note: In these alternatives the MWEPA is modified to remove the small portion of Texas lying north of U.S. Highway 62/180 to the Texas-New Mexico boundary.	X	X			
Allow Mexican wolves to disperse naturally from the BRWRA into the MWEPA and occupy the MWEPA. Note: In these alternatives the MWEPA is modified to remove the small portion of Texas lying north of U.S. Highway 62/180 to the Texas-New Mexico boundary and the southern boundary of the MWEPA in Arizona and New Mexico is moved from Interstate 10 to the United States-Mexico international border.			X	X	
Manage Mexican wolves in the MWEPA by reducing conflicts with humans and land uses through such means as hazing, trapping, translocations, and removals.	X	X	X	X	
Provisions for take (see the definition of "take" provided in the List of Definitions) of a Mexican wolf are modified to:	X	X	X	X	

	Alternative 1 (Proposed Action)	**Alternative 2 (Expanded BRWRA)**	**Alternative 3 (Expanded MWEPA)**	**Alternative 4 (Comprehensive)**	**No Action Alternative**
- Identify section 6 of the Act as authorizing language for take pursuant to 50 CFR 17.31 for state wildlife agencies with authority to manage Mexican wolves under the nonessential experimental population rule. *- Clarify that an individual can be authorized to take Mexican wolves under specific circumstances.* *-Revise the conditions that determine when we would issue a permit to livestock owners or their agents to allow take of Mexican wolves that are engaged in the act of killing, wounding or biting livestock on public lands allotted for grazing from ''6 breeding pairs'' to ''100 Mexican wolves'' to be consistent with our population objective of establishing a population of at least 100 wolves.* *- Revise the prohibitions for take such that taking a Mexican wolf with a trap, snare, or other type of capture device within occupied Mexican wolf range is prohibited and will not be considered unavoidable or unintentional take, unless due care was exercised to avoid injury or death to a Mexican wolf.*					

	Alternative 1 (Proposed Action)	**Alternative 2 (Expanded BRWRA)**	**Alternative 3 (Expanded MWEPA)**	**Alternative 4 (Comprehensive)**	**No Action Alternative**
Provisions for take (see the definition of "take" provided in the List of Definitions) of a Mexican wolf are modified to: - *Include provisions for take by pet owners of any Mexican wolf engaged in the act of killing, wounding, or biting pets on private or tribal land anywhere within the MWEPA; provided that evidence of a freshly wounded or killed pet by wolves is present*. - *Include provisions for the issuance of permits on private or tribal land anywhere within the MWEPA to allow livestock owners or their agents to take any Mexican wolf that is present on private or tribal land and what conditions must be met before such a permit is issued*.				X	
Management Actions					
Develop and implement management actions on private land within the MWEPA by the Service or an authorized agency to benefit Mexican wolf recovery in voluntary cooperation with private landowners, including but not limited to initial release and translocation of wolves if requested by the landowner. Wolves present on private lands within the	X	X	X	X	

	Alternative 1 (Proposed Action)	**Alternative 2 (Expanded BRWRA)**	**Alternative 3 (Expanded MWEPA)**	**Alternative 4 (Comprehensive)**	**No Action Alternative**
MWEPA would not be subject to management removal except in the case of depredation or other nuisance behavior that cannot be effectively managed through non-removal techniques.					
Develop and implement management actions on tribal land within the MWEPA by the Service or an authorized agency in voluntary cooperation with tribal governments including but not limited to initial release, translocation, capture, and removal of Mexican wolves if requested by the tribal government.	X	X	X	X	
Implementation of a management plan					
Implement a management plan (Mexican Wolf Management Plan) for the Mexican wolf for those portions of Arizona and New Mexico that are outside of the MWEPA. Note: Under Alternatives One and Two the proposed management plan would be implemented for those areas of Arizona and New Mexico north of Interstate 40 AND south of Interstate 10.	X	X			
Implement a management plan (Mexican Wolf Management Plan) for the Mexican wolf for those portions of Arizona and New			X	X	

	Alternative 1 (Proposed Action)	**Alternative 2 (Expanded BRWRA)**	**Alternative 3 (Expanded MWEPA)**	**Alternative 4 (Comprehensive)**	**No Action Alternative**
Mexico not included in the MWEPA. Note: Under Alternatives Three and Four the proposed management plan would be implemented only for the area of Arizona and New Mexico north of Interstate 40.					

Table 2-1. Summary of Actions by Alternative.

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ARF-2509 **Regular Agenda Item 3. G.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Submitted For:	Don McDaniel Jr., County Manager	Submitted By:	Dana Sgroi, Contracts Support Specialist, Finance Division
Department:	County Manager		
Fiscal Year:	2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	May 14, 2014 to November 13, 2014	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Approval of Amendment No. 1 to Professional Services Contract No. 042913 with Ulibarri-Mason Global, HR.

Background Information

At the January 22, 2013, Regular Meeting the Board of Supervisors approved a Request for Proposals (RFP) for a consultant to perform an employee Classification and Compensation Study and authorized staff to disseminate the RFP.

The Consultant Selection Committee (CSC) received six (6) proposals as a result of the RFP. The CSC met on March 27th to review the proposals and selected a short list of three (3) proposals to invite to Gila County for interviews. On April 10th and 12th the CSC interviewed Ulibarri-Mason Global HR, LP, (UM Global HR, LP) Waters Consultant Group and Fox Lawson and Associates.

The CSC presented their findings and recommendation to the County-wide Leadership Group at a special meeting on April 25, 2013, and indicated they would be presenting their recommendation to the Board of Supervisors at the May 14, 2013, Regular Board Meeting. On May 14, 2013, the Board of Supervisors approved entering into Professional Services Contract No. 042913, with UM Global HR, LP. to provide a Classification and Compensation Study for Gila County. Contract No. 042913 was executed for a total contract amount of $89,000, with a contract expiration date of May 13, 2014.

Evaluation

As pointed out at the May 14, 2013 Board of Supervisors meeting, it was expected that the Classification and Compensation Study would be completed by December 31, 2013, however, the contract does contain a provision for additional services for an additional fee, subject to prior written approval by the Board of Supervisors.

Amendment No. 1 to Professional Services Contract No. 042913 with Ulibarri-Mason Global, HR, will allow for the addition of three tasks, for an additional fee of Six Thousand dollars and no cents ($6,000) plus reimbursable travel expenses to perform the three new tasks. The three new tasks requested by the County are:

1. Assist in the implementation of the new compensation salary schedule.
2. Discuss, revise, finalize new Classification and Compensation Policies.
3. Provide an electronic manual of instructions and training materials; provide training to Human Resources staff to administer the proposed classification and compensation system; and if necessary, indicate technology required and the availability of software for that purpose.

The December 31, 2013, completion date was not realized, due to the time it took to evaluate the Position Description Questionnaire (PDQ) submitted by all County employees. The PDQ was an employee interview instrument, in which the employees answered questions about their particular job descriptions. Once the PDQs were submitted by the employees, they were reviewed and edited, if needed, by elected officials and directors and then submitted to Ulibarri-Mason to utilize in their study.

Amendment No. 1 will also extend the contract term for six months for a new expiration date of November 13, 2014, to allow time for completion of the original contract, as well as the new tasks requested by the County.

Conclusion

The Classification and Compensation Study is in the final phases of completion. The County has requested that three additional tasks are added to the original scope of work contained in Professional Services Contract No. 042913 with Ulibarri-Mason Global, HR. Amendment No. 1 has been issued to include the three new tasks for an additional cost of six thousand dollars ($6,000) plus reimbursable travel expenses, and to extend the contract date from May 14, 2014, to November 13, 2014, to allow enough time to complete the original scope of work as well as the three new tasks.

Recommendation

Staff recommends that the Board of Supervisors approve the attached Amendment No. 1 to Professional Services Contract No. 042913 with Ulibarri-Mason Global HR, LP to allow for the addition of three new tasks to the Classification and Compensation Study scope of work, and to extend the contract term to November 13, 2014.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Professional Services Contract No. 042913 between Gila County and Ulibarri-Mason Global HR, LP to allow for the addition of three new tasks to the Classification and Compensation Study scope of work, for an additional cost of $6,000 plus reimbursable travel expenses, for a new total contract amount of $95,000 plus reimbursable travel expenses; and to extend the contract term from May 14, 2014, to November 13, 2014. **(Don McDaniel)**

Attachments

Amendment No. 1 to Professional Services Contract No. 042913 with Ulibarri-Mason Global HR, LP

Professional Services Contract No. 042913 with Ulibarri-Mason Global

Legal Explanation

AMENDMENT NO. 1

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

PROFESSIONAL SERVICES CONTRACT NO. 042913
CLASSIFICATION AND COMPENSATION STUDY

ULIBARRI-MASON GLOBAL HR, LP

Effective May 14, 2013, Gila County and Ulibarri-Mason Global HR, LP entered into a contract whereby Ulibarri-Mason Global HR, LP agreed to provide a Classification and Compensation Study of employee salaries. Per Page 5, Section 7 – Contract Performance Time, of the contract, the contract will be in effect for one (1) year from the date of its execution and may be extended at the discretion of Gila County. The contract will expire on May 13, 2014. Gila County wishes to exercise the option to extend the contract for an additional six month period.

Amendment No. 1 will serve to extend the contract for six additional months, from May 14, 2014 to November 13, 2014.

Amendment No. 1 will also serve to expand the scope of work to include three additional tasks, per the attached Attachment "A" to Amendment No. 1 to Professional Services Contract No. 042913, by mention made a binding part of this amendment as set forth herein. Amendment No. 1 will increase the original contract amount by Six Thousand dollars and no cents ($6,000) plus reimbursable travel expenses for the three additional tasks. The new total contract amount will be Ninety-five Thousand dollars and no cents ($95,000) plus reimbursable travel expenses for the three additional tasks.

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

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 042913

GILA COUNTY

_____
Michael A. Pastor, Chairman of the Board of Supervisors

ATTEST

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

_____
Bryan B. Chambers, Deputy Attorney Principal
for Bradley D. Beauchamp

CONTRACTOR
ULIBARRI-MASON GLOBAL HR, LP

Daniel Ulibarri
Authorized Signature

Daniel Ulibarri
Print Name

ATTACHMENT "A" TO AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 042913

UM Global HR, Extended Contract Scope of Work
April 15, 2014

Extended Contract Scope of Work

TASK	Not to Exceed
1. Assist in the implementation of the new compensation salary schedule	$6,000 plus Travel
1a) Assist Gila in the inclusion of new and reviewed positions into the new salary structures. These are positions that were either removed and added back, or are new/revised positions 1b) Conduct Compensation Training for Managers (Training Curriculum include) • Describe how the salaries were changed, the strategy and approached used • Explain relationship between performance and movement through the range • Describe impact of performance on compensation and decisions for salary increases and promotions • Discussion of factors and how they effect their jobs and performance • Discuss the real job difference between position levels (i.e., entry level, senior, lead and specialist positions) • Discuss performance management strategy as it relates to compensation and job grades	
2. Discuss, revise, finalize new Classification and Compensation Policies *Note: Includes one day consulting at no charge. Requested additional days to be negotiated.*	Travel Only
3. Provide an electronic manual of instructions and training materials and provide training to Human Resources staff to administer the proposed classification and compensation system; if necessary, indicate technology required and the availability of software for that purpose. *See note above.*	Travel Only
	$6,000

Estimated Travel Expenses

Item	Cost	1 Day	2 Days
Air	2@ 691	$1,382	$1,382
Room & Meals	2@ 110	$220	$330
Auto/Gas	$50 / $50	$100	$150
		$1,702	$1,862

Note: Travel will be combined so that multiple tasks can be accomplished on the same trip.

Signature: David Ulibarri

President, Ulibarri-Mason Global HR

Date: April 18, 2014

PROFESSIONAL SERVICES CONTRACT 042913

BETWEEN

GILA COUNTY

AND

ULIBARRI-MASON GLOBAL HR, LP

THIS AGREEMENT is made and entered into this 14th **Day of** May, 2013 by and between the Gila County, AZ, hereinafter referred to as "GILA COUNTY" and Ulibarri-Mason Global HR, LP (UM Global HR). Hereinafter referred to as "CONTRACTOR".

RECITALS:

Whereas, GILA COUNTY is seeking consultant services for a classification and compensation study of employee salaries, that is consistent and fair in internal equity and external parity, is easy to administer over time, and that will enhance GILA COUNTY'S ability to attract, motivate, and retain quality employees to efficiently and cost-effectively deliver services and programs to the citizens of Gila County: and

Whereas, GILA COUNTY desires to retain a firm to provide a plan that: ensures positions performing similar work with essentially the same level of complexity, responsibility, knowledge, skills and abilities are classified together; recognizes the differences and similarities in positions irrespective of the branch of government or whether it is an elected official's office or an appointed department head's department; provides salaries commensurate with assigned duties; outlines promotional opportunities and provides recognizable compensation growth; provides justifiable pay differential between individual classes; recognizes differing work schedules and service needs; and continues to be current with changes in the consumer price index and relevant labor markets; and

Whereas, GILA COUNTY issued a Request for Proposals (RFP 012313) in order to obtain services; and

Whereas, CONTRACTOR submitted the successful proposal; and

Whereas, the initial term of the contract will be for a period of one year following award. GILA COUNTY has approved a contract amount for a period of *32 weeks* (approximately 7 months) of $89,000 for services to be performed as outlined in the above scope of work and attachments, and any additional fee for "service work" as may be decided by GILA COUNTY for the remainder of the one (1) year term and beyond, at the discretion of GILA COUNTY, and noted below in Section 2 "Additional Services"; and

Whereas, this is a 1-year award, and GILA COUNTY maintains the right to amend contract conditions and requirements of the arrangement to reflect the most current strategic positions and/or directions, the anticipated award of this contract is May 14, 2013 with work to begin as soon as a contract is executed and contract deliverables due by December 19, 2013 or as amended by GILA COUNTY..

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by the GILA COUNTY, the parties agree to the following:

1. SCOPE OF WORK:

The CONTRACTOR shall develop a classification and compensation plan, per Attachments A, B, C and D, that is fair, equitable, and competitive with both public and private employers in the surrounding geographic market area from which the County recruits, and is supportive of the County's desire to be competitive with area markets in order to attract, motivate, and retain quality employees. The criteria used to determine competitiveness may vary depending upon the specific position.

A. Study Methodology

1) Create for County review and approval an employee interview instrument (EII) which may include a position description questionnaire (PDQ) to assist in the updating of existing job descriptions.
2) Develop for County review and approval a list of comparable private and public employers to be used in the salary survey.
3) Perform a salary survey including base pay, benefits, and any variable pay utilizing the approved list of comparable employers.
4) Evaluate current pay grades considering issues such as: number of pay grades; proposed additions, deletions, and/or consolidations; broad-banding if deemed appropriate; and, appropriate spread between minimum and maximum of pay grades.
5) Implement CONTRACTOR's proposed process for communications with managers, supervisors, and employees during each step of the study. Include meetings with, and presentations to, employees and County elected officials, department directors and Human Resources departmental staff. Include your recommended procedure for employees who may want to make inquiries into your recommendations.
6) Implement CONTRACTOR's proposed on-site interactions with County employees during the

data collection and review phase of the study; explain how you will involve all employees in the job analysis phase of the project in one manner or another, i.e. small groups, large groups, or one on one.

7) Conduct at a minimum (as stated in CONTRACTOR's proposal", the number and type of presentations of the Classification and Compensation Plan or portions thereof, to the Countywide Leadership Group and/or the Gila County Board of Supervisors.

B. STATEMENT OF WORK (Deliverables)

1) Develop a classification plan that facilitates ongoing compensation analysis and reporting based on similarly-situated employees, similar skills, qualifications, responsibilities, certification, licenses or degrees and pay, using job family groupings and EEO job categories that compare with EEOC guidelines for government employers.
2) Recommend appropriate classification and pay grade assignments for all positions based upon internal county-wide equity and external parity.
3) Recommend a position titling structure (including supervisory/management) which defines consistent levels of responsibility across the organization.
4) Recommend criteria and propose a process for the assignment of exempt and non-exempt status in accordance with the Fair Labor Standards Act (FLSA).
5) Recommend an appropriate number of job descriptions and assist Gila County in updating and re-writing all job descriptions. Include wording/language consistent with Americans with Disabilities Act (ADA) requirements.
6) Propose a policy and procedure to address employees whose base pay exceeds the maximum of their pay range, if necessary.
7) Recommend alternative methods of implementing the new classification and compensation plan including placing all employees within the new plan. Provide the advantages, disadvantages, and the cost of each alternative.
8) Recommend classification and pay administration practices to include consideration of pay for performance and skill-based pay which may be suitable for specific classifications that support our recruitment and retention efforts.
9) Recommend pay administration policies including but not limited to: movement through grades, adjustments within pay grades, adjustments for additional duties (temporary or permanent), reclassifications, promotions, transfers, demotions, career ladders, etc.
10) Provide a manual (electronic) of instructions and training materials; provide actual training to Human Resources staff to administer the proposed classification and compensation system; if

necessary, indicate technology required and the availability of software for that purpose.

11) Provide a process for on-going plan administration after implementation, which will maintain the integrity of the plan. Include recommendations on annual pay grade market or cost of living adjustments.

2. ADDITIONAL SERVICES:

GILA COUNTY may desire services to be performed which are relevant to this Contract but have not been included in the scope of the services listed above, and CONTRACTOR agrees to perform said services upon the written request of the Gila County. If additional costs, outside of that provided in the scope of work are deemed necessary, such costs will be estimated by CONTRACTOR and negotiated with CONTRACTOR and GILA COUNTY. Such additional services shall be confirmed and approved in writing by GILA COUNTY, prior to CONTRACTOR performing said services. These additional services could include, but are not limited to, any of the following:

A. Work requested by GILA COUNTY in connection with any other matter or any item of work or any item of work not specified herein;

B. Work resulting from substantial changes ordered by GILA COUNTY in the nature or extent of the project, and,

C. Any other work related to and resulting as a consequence of on-going results that were unforeseen and cannot be accomplished within the budget. Any additional fees have to be approved by GILA COUNTY in advance, and at no time will additional billing be allowed without written approval by GILA COUNTY.

3. GILA COUNTY FURNISHED SERVICES:

GILA COUNTY agrees to:

A. Guarantee access to and make provisions for the CONTRACTOR and CONTRACTOR's employees assigned to this project, to enter upon COUNTY property public and private lands as required to perform their work.

B. Make available all pertinent data and records for review in a timely manner and as determined and approved by GILA COUNTY.

C. Assign a project sponsor and/or a project manager and/or a project team to work with the CONTRACTOR and CONTRACTOR's employees for the purpose of successfully completing the project.

4. FEES:

The fees for furnishing services under this Contract shall be based on the fee schedule as submitted and approved by GILA COUNTY. Said fees and any additional "Service Fees" shall remain in effect for the entire term of the contract.

5. MAXIMUM COST TO THE COUNTY:

The cost to GILA COUNTY for the services to be provided under this agreement is $89,000 for the first 32 weeks, including direct non-salary expenses, with the understanding that exceptions can be made at the discretion of GILA COUNTY and according to the terms stated in Section 2, Additional Services.

6. PAYMENT:

Payment will be made after receipt of services that coincide with the general project timeline and within 30 calendar days of receipt of an approved invoice. Invoice shall be sent to: Accounts Payable, Gila County, AZ, 1400 E Ash Street, Globe, Arizona 85501 by the CONTRACTOR on a net 30-day basis unless discount terms are offered. Invoices will include the purchase order number, date of service, a list of and description of services completed.

The invoices for services under this Contract shall be issued on a monthly fee basis for work performed during the period.

With respect to any additional services provided under this Contract as specified in Section 2: Additional Services hereof, CONTRACTOR shall not be paid unless CONTRACTOR has received written authorization from the GILA COUNTY for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rate set forth and agreed on by GILA COUNTY and CONTRACTOR.

7. CONTRACT PERFORMANCE TIME:

This contract will be in effect for one (1) year from the date of its execution and may be extended at the discretion of GILA COUNTY. All the work required by this contract shall be completed and ready for acceptance by GILA COUNTY according to the project plan, Attachment B, and as negotiated and approved in writing by GILA COUNTY. This Agreement shall commence on this day 14Th of May 2013.

8. WORKER'S COMPENSATION AND OTHER REQUIRED INSURANCE:

The CONTRACTOR will furnish a certificate and proof of liability and other insurance as may be required by the GILA COUNTY and upon its requests.

9. NONDISCRIMINATORY EMPLOYMENT:

In connection with the execution of this Contract, the CONTRACTOR shall fully comply with GILA COUNTY'S non-discrimination policy cited below.

> "Gila County is an Equal Opportunity Employer committed to applying the principles of State and Federal anti-discrimination laws to give equal opportunity for all persons employed or seeking employment without regard to race, color, religion, sex, age, national origin or disability, except in the case of a bona-fide occupational qualification. The County also maintains a work place free of harassment and intimidation."

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

10. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the CONTRACTOR and GILA COUNTY and may not be transferred or assigned without the express prior written consent of GILA COUNTY.

11. LICENSING AND PERMITS:

The CONTRACTOR and its affiliate partner shall maintain all appropriate licenses throughout the life of this Contract and if additional services become necessary, CONTRACTOR shall produce evidence of expiration extension of any and all appropriate licenses. CONTRACTOR shall also obtain any and all permits, which might be required by the work to be performed herein.

12. RECORDS AND SECURITY OF DATA:

Under all the applicable Federal and State Law, including but not limited to Freedom of Information Act, and Privacy Act of 1974, the CONTRACTOR will:

A. Submit all reports and invoices specified in the Agreement.

B. Preserve and make available all records for a period of 5 years from the date of final payment

under this Agreement and for such period as is required by any other paragraph of the Agreement.

C. Secure Data - All GILA COUNTY departmental and employee data or any type of data pertaining to employee records that the CONTRACTOR may become privileged to obtain will be stored in a secure and encrypted server using security measures including but not limited to login names and password for access controls, firewalls, SSL and TLS Certificates for data transmissions through a Secured FTP site with 256 Bit encryption and authentication. Additionally, all data records will contain numeric identification for analysis purposes with no other personal identification, social security numbers or other private identification characteristics.

D. Refrain from disclosing any information to general public without the written consent of GILA COUNTY.

E. Refrain from disclosing any information containing personally identifiable data to the general public.

13. INDEMNIFICATION:

The CONTRACTOR agrees to indemnify, defend, and hold GILA COUNTY harmless from any and all liabilities, which it may incur as a consequence of this contract and for any and all claims and losses to anyone who may be injured or damaged by reason of CONTRACTOR's willful misconduct or negligent performance of this contract. GILA COUNTY does not waive any of its immunities from lawsuit or damages, or both, as provided by the Arizona Torts Claims Laws, as a public institution, whether granted by common law or statute and nothing contained in the agreement or any action required of the GILA COUNTY by the agreement shall be interpreted to be such a waiver.

14. COMPLIANCE WITH APPLICABLE LAWS AND GILA COUNTY POLICIES:

The CONTRACTOR shall comply with any and all federal, state, and local laws, and GILA COUNTY policies affecting the services covered by this contract, including Attachment D.

15. NOTICES:

This Contract shall be managed and administered on GILA COUNTY's behalf by the Department set forth below. All invoices shall be submitted and approved by this Department and all notices shall be given to the parties at the following location:

Department: GILA COUNTY HUMAN RESOURCES

Attention: Linda Eastlick

With a copy to:

Attention: accountspayable@co.gila.az.us

CONTRACTOR Notices shall be given to Contractor at the following address

Attention: **Dr. Daniel Ulibarri**

3010 LBJ Freeway, Suite 1200

Dallas, TX 75234

Off: (972) 919 – 6183 24/7 VOIP: (214) 452 – 8993

16. TITLE:

It is understood that any and all documents, information and reports concerning this project prepared by and/or submitted to or from the CONTRACTOR, shall be the property of GILA COUNTY. The CONTRACTOR may retain reproducible copies of drawings and copies of other working documents. In the event of the termination of this Contract, for any reason what so ever, CONTRACTOR shall promptly turn over all information, writing and documents to GILA COUNTY without exception or reservation as may be requested by GILA COUNTY.

17. TERMINATION:

1. GILA County may terminate this Agreement with thirty (30) days written notice. The County will pay for any services provided by the CONTRACTOR up until that time.
2. The CONTRACTOR may terminate this Agreement within thirty (30) days written notice for reason of non-payment of invoices that became 90 days or more in arrears. Sufficient reminders shall be provided prior to termination notice.
3. The CONTRACTOR and GILA COUNTY shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes, or other forces over which the CONTRACTOR or GILA COUNTY have no control.

4. In the event of termination that is not caused by the fault of the CONTRACTOR, the CONTRACTOR shall be paid for services performed to the date of termination in accordance with the terms of this Contract.

18. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the CONTRACTOR, and the agents and employees thereof, shall act in an independent capacity and as an independent CONTRACTOR and not as officers, employees or agents of GILA COUNTY. CONTRACTOR agrees and covenants to comply with policies and restrictions as may be required by GILA COUNTY.

19. AMENDMENT:

Since this is a one-year plan, GILA COUNTY maintains the right to amend contract conditions and requirements of the project to reflect the most current strategic position and/or direction. This Contract may be amended or modified only by written agreement of the parties and with due consideration of costs impact.

20. JURISDICTION AND VENUE:

This contract shall be construed in accordance with the laws of the State of Arizona and the parties hereto agree that venue shall be in GILA COUNTY, Arizona.

21. TRAVEL EXPENSES

Ordinary travel associated with the planned scope of work, is not reimbursable and will be incurred by the CONTRACTOR as an overhead expense. An exception will be that any requested travel associated with Section 2 Additional Services requested by GILA COUNTY shall be included as either reimbursable or built into a negotiated cost for such additional services. All such travel costs will meet and adhere to the requirements of GILA COUNTY travel policies.

22. AGREEMENT

The Agreement between the Parties consists of this Agreement, Attachment A, GILA COUNTY RFP #012313, Attachment B (RFP 012313), Attachment C (Project Timeline/Plan) and Attachment D Gila County Contractor Standard Terms and Conditions Addendum, (as they relate to the terms and conditions of this contract.

This Agreement supersedes all prior agreements, written or oral, between CONTRACTOR and

GILA COUNTY and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by GILA COUNTY and CONTRACTOR.

In the event of conflict, the CONTRACTOR and GILA COUNTY agree to adhere to GILA COUNTY's Policy Requirements. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

23. SEVERABILITY

If any part of this Agreement shall be held unenforceable, the rest of the Agreement will never the less remain in full force and effect.

Attachments:

Attachment A: RFP #012313

Attachment B: Ulibarri-Mason Global HR, LP "Proposal" in response to RFP 012313

Attachment C: Project Plan/Timeline, Pages P2 and P3 of "Proposal"

Attachment D: Gila County Contractor Standard Terms and Conditions Addendum

Other: Any GILA COUNTY contract policies and requirements for Professional Services Contracts as required

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the dates hereinbefore indicated.

ULIBARRI-MASON GLOBAL HR LP	GILA COUNTY
By	By
Dr. Daniel Ulibarri	Michael A. Pastor
President, Ulibarri-Mason Global HR LP	Chairman of the Board of Supervisors
	ATTEST:
	Marian Sheppard, Chief Deputy Clerk Approved as to form:
	Bryan Chambers, Deputy Attorney Principal

ATTACHMENT "D"

Gila County Contractor Standard Terms and Conditions Addendum

A. Addendum Applicability

Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum is a condition precedent to entering into a contractual relationship with Gila County.

B. Contract Defined

As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

C. Contractor Defined

As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

D. Relationship to Parties

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

E. Non-Appropriations Clause

Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

F. Hold Harmless/Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In

consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

G. Entire Contract Clause

The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral provision in conflict with this Contract shall have any force or effect.

H. Non-Waiver of Enforceability

Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Governing Law

Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

J. Cancellation

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

K. Anti-Terrorism Warranty

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

L. Legal Arizona Workers Act Compliance

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

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

Daniel M. Ulibarri

Daniel M. Ulibarri, Ph.D./SPHR
President

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-2441 **Regular Agenda Item 3. H.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Submitted For:	Don McDaniel Jr.	Submitted By:	Linda Eastlick, Human Resources Director, Human Resources Department
Department:	Human Resources Department		
Fiscal Year:	2013-2014	Budgeted?:	Yes
Contract Dates Begin & End:	N/A	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Lump-sum performance payment for employees

Background Information

In 2013 we introduced the concept of making lump-sum performance payments to employees. The Adopted 2014 budget provides for lump-sum performance payments to be funded out of a Special Projects line item. A portion of that line item will also fund any pay increases resulting from the classification and compensation study.

Evaluation

Employees have continued to provide dedicated, high quality service to the citizens of Gila County. In many cases new and increased services have been provided without additional people. Since 2010 we have seen an actual 3.85% decrease in the number of employees actively working and an 8.4% decrease in the number of budgeted full-time employees. This is the second time lump-sum performance based payments will be granted to recognize employees, based on their performance.

Conclusion

The 2014 performance appraisal scores ranged from 1.00 to 4.25 with the average being 2.40. The Administrative Team has aggregated the scores throughout the county and is recommending lump-sum payments as follows:

Percent of Employee Population	Lump-Sum Percent
2%	3.5%
14%	3.0%
68%	2.5%
14%	2.0%
2%	1.5%

The average percent payment is 2.5%. Regular payroll deductions apply and will be subtracted accordingly. The total cost to the County will be approximately $654,000, including employee related expenses.

The lump-sum performance payment will be made to all active, full-time and

part-time employees hired on or before January 2, 2014 who are still employed by Gila County the week ending June 13, 2014 and for whom the Human Resources Department has received a 2014 Performance Appraisal. The payment will be included in the employee's regular June 20 paycheck.

Recommendation

The Administrative Team recommends the Board of Supervisors approve 2014 lump-sum performance payments ranging from 3.5% to 1.5% for each qualified employee based upon the employee's performance appraisal score.

Suggested Motion

Information/Discussion/Action to approve lump-sum performance payments ranging from 3.5% to 1.5% for qualified employees at a cost of approximately $654,000 to the County. **(Linda Eastlick)**

ARF-2552 **Regular Agenda Item 3. I.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Submitted For: Don McDaniel Jr., County Manager

Submitted By: Sarayl Shunkamolah, Management Associate, County Manager

Department: County Manager

Information

Request/Subject

Gila County 1/2 Cent Transportation Excise Tax Continuation Update

Background Information

The existing 1/2 Cent Transportation Excise Tax was approved by the voters in November of 1994 taking effect January 1, 1995, and expiring December 31, 2014.

At the October 29, 2013 Work Session, the Board of Supervisors agreed to seek out citizens who may be willing to serve on the Citizens' Committee.

At the November 26, 2013 Regular Meeting, the Board of Supervisors agreed to provide the names of potential Citizens Committee members.

At the December 17, 2013 Regular Meeting, the Board of Supervisors held a discussion regarding the list of names that was comprised by County staff.

At the January 7, 2014 Regular Meeting, the Board of Supervisors appointed a Gila County Transportation Excise Tax Continuation Citizens Committee (TETCCC) and approved seventeen individuals to serve on the Committee.

On January 28, 2014, Gila County staff met with the TETCCC in Tonto Basin. Each committee member was provided with an excise tax summary report, talking points, a time line and transportation studies. The committee understood their limited responsibility and that the group would be disbanded once their recommendation was provided to the Board of Supervisors.

On February 14, 2014, Gila County staff met with City and Town Managers in Globe and in Payson via ITV. Representatives from Globe, Payson, Winkelman and Miami were present. There were no representatives from Hayden or Star Valley. City and town managers discussed three options regarding the methods of distribution and they unanimously agreed the best option in distributing transportation tax funds would be by population.

At the February 18, 2014 Regular Meeting, the Board of Supervisors received an updated list of TETCCC members and approved the following sixteen committee members: Gary Andress, Don Ascoli, Robert Bleyl, Ed Carpenter, Darryl Dalley, Rex Henshaw, Mitchell Malkovich, Ronnie McDaniel, Joe Miller, Dixie Mundy, Mickie Nye, Melvin Palmer, Marie Petroff, Cliff Potts, Rick Powers (Chair), and Jose Sanchez.

On February 20, 2014, Gila County staff met with the TETCCC in Globe and in Payson via ITV. A staff report was provided and a motion was made and unanimously approved by the committee to recommend to the Board of Supervisors that they call for an election.

At the March 4, 2014 Regular Meeting, the Board of Supervisors received the TETCCC recommendation to adopt a resolution calling for a November 4, 2014 election providing funding to be used solely and only for highway and street purposes and continuing the existing transportation excise tax to provide money for said purposes. The Board acknowledged the committee members with a certificate of appreciation. The Board officially disbanded the Transportation Excise Tax Continuation Citizens Committee.

Evaluation

The Gila County 1/2 Cent Transportation Excise Tax has been vital in providing necessary funds to supplement the Highway User Revenue Funds (HURF) which maintains and improves streets and roadways in Gila County. Not continuing the tax would severely cripple all transportation improvements and in the future would become progressively critical each year without the tax.

Five items are being presented by staff at this meeting for Board information and discussion regarding the 2014 Gila County 1/2 Cent Transportation Excise Tax as follows: (1) a time line of events; (2) a draft needs and levy Resolution; (3) a draft Resolution to call for an election;(4) the method of distribution of proceeds to the cities and towns; and, (5) a draft suggested resolution of support from the cities and towns.
At the Board's June 24, 2014 meeting, staff will request the adoption of the needs and levy resolution.
At the Board's July 1, 2014 meeting, staff will request the adoption of a resolution calling for an election on November 4, 2014

The last day to call for an election is July 7, 2014.

Conclusion

The extension of this tax for another 20 years is critcial to the continued success of the highway and roadway maintenance and improvement program in unincorporated Gila County as well as within the cities and towns. A citizens' committee was formed to explore the need to continue the tax and the committee made a recommendation to the Board of Supervisors to hold an election. The Board of Supervisors received the committees' recommendation on March 4, 2014.

Staff would appreciate comments from the Board of Supervisors regarding the time line of events, the method of distributing proceeds to the cities and towns and the three draft resolutions.

Staff expects that after the needs and levy Resolution is adopted by the Board, the former Citizens Committee members would begin to organize a Campaign Committee. While that is not a committee the Board appoints, they will work closely with staff from the County and the cities and towns in gathering pertinent information for the Campaign. Usually the Campaign Committee is legally formed as a Political Action Committee (PAC) after the call for the election.

Recommendation

Staff recommends that the Board review and provide comments regarding the 2014 Gila County 1/2 Cent Transportation Excise Tax as follows: (1) a time line of events; (2) a draft needs and levy Resolution with the understanding that the Needs and Levy Resolution will be presented at the June 24, 2014 Regular meeting for adoption; (3) a draft Resolution to call for an election in November with the understanding that the call for an election Resolution will be presented at the July 1, 2014 Regular meeting for adoption; (4) the method of distribution of the proceeds to the cities and towns; and (5) a draft suggested resolution of support from the cities and towns.

Suggested Motion

Information/Discussion to review and provide comments regarding the 2014 Gila County 1/2 Cent Transportation Excise Tax as follows: (1) a time line of events; (2) a draft needs and levy Resolution with the understanding that the Needs and Levy Resolution will be presented at the June 24, 2014 Regular meeting for adoption; (3) a draft Resolution to call for an election in November with the understanding that the call for an election Resolution will be presented at the July 1, 2014 Regular meeting for adoption; (4) the method of distribution of the proceeds to the cities and towns; and (5) a draft suggested resolution of support from the cities and towns. **(Don McDaniel)**

Attachments

Transportation Excise Tax Time Line 051514

By County Needs and Levy Draft Resolution

By Dept Needs and Levy Draft Resolution

Resolution to Call for Election_Draft_051614

Resolution of Support from Cities and Towns

Transportation Tax Distribution Formula

Transportation Excise Tax Time Line of Events For a Tuesday 11/04/14 Election		
Activities to be Completed		**Days Before Election** And **Completion Dates**
BOS Decides to Pursue Trans Tax Continuation		000 - 10/29/13
BOS Appoints Citizens Committee		000 - 01/07/14
Citizens Committee Recommendation Due		000 - 03/04/14
BOS Accepts Rec & Disbands Cit Com		000 - 03/04/14
Prepare History, Fact Sheet, Publicity Information		
Consultant Public Presentations		000 - 05/05/14
AQ Deadline for 5/27/14 Work Session Agenda		000 - 05/12/14
BOS Work Session Discuss Status & Schedule		161 - 05/27/14
AQ Deadline for 6/24/14 BOS Regular Agenda		000 - 06/09/14
AQ Deadline for 7/1/14 BOS Regular Agenda		000 - 06/16/14
BOS Reg Mtg to Adopt Needs and Levy Resolution		133 - 06/24/14
Notice to AZ Department of Revenue		133 - 06/24/14
BOS Reg Mtg to Call for Election in November		126 - 07/01/14
Advertise for Public Arguments		126 - 07/01/14
Campaign Committee (CC) May Legally Form		000 - 07/02/14
CC Registers as a Policical Action Committee		000 - 07/02/14
CC Contracts with Legal Counsel & Fin Consultant		000 - 07/02/14
LAST DAY to Call the Election		120 - 07/07/14
Submit Ballot Language to Department of Revenue		110 - 07/17/14
Submit Pamphlet Language to Printer		90 - 08/06/14
Submit Ballot Language to Printer		90 - 08/06/14
Arguments Due from the Public		90 - 08/06/14
US Department of Justice Submission		60 - 09/05/14
Pamphlets Mailed (must be delivered before early ballots)		40 - 09/25/14
Last Day to Register to Vote		29 - 10/06/14
Early Ballots Mailed Out		26 - 10/09/14

RESOLUTION NO. XX-XX-XX

A RESOLUTION PROVIDING FUNDING TO BE USED FOR HIGHWAY AND STREET PURPOSES INCLUDING COSTS OF RIGHTS OF WAY ACQUISITIONS AND EXPENSES RELATED THERETO AND CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR AND ROADSIDE DEVELOPMENT OF COUNTY, CITY AND TOWN ROADS, STREETS AND BRIDGES AND PAYMENT OF PRINCIPAL AND INTEREST ON HIGHWAY AND STREET BONDS, AND FOR REGIONAL TRANSPORTATION PROJECTS THAT ARE INCLUDED IN THE REGIONAL TRANSPORTATION PLAN OF THE COUNTY PREPARED BY THE COUNTY, ANY CITY, TOWN OR REGIONAL PLANNING AGENCY; AND LEVYING A TRANSPORTATION EXCISE TAX TO PROVIDE MONEYS FOR SAID PURPOSES.

BE IT RESOLVED by the Board of Supervisors of Gila County, as follows:

Section 1. Title.
This resolution shall be known as the "**2014 Gila County ½ Cent Transportation Excise Tax Resolution.**"

Section 2. Purpose.

A. This resolution is adopted pursuant to applicable section of Arizona Revised Statutes Title 42, Chapter 6, Article 3, to provide funds for the transportation needs of the County and incorporated cities and towns located therein. In order to adequately provide for those transportation needs for the safety of the public, and in a manner which takes into consideration the population growth of both County and the cities and towns within the County during the twenty (20) year period this Gila County ½ Cent Transportation Excise Tax is in effect, it is the intention of the Gila County Board of Supervisors that the funds collected be used for any and all transportation uses authorized by statute. Currently, uses are prescribed in A.R.S. Title 28, Chapter 17, Article 3, (Transportation Excise Tax Distribution in Less Populated Counties). The revenues raised from the tax levied pursuant to the terms hereof shall be used for transportation purposes such as:

1. Highway and street purposes including roadway construction, reconstruction, maintenance, repair and roadside construction of county, city or town roads, streets, and bridges.
2. Payment of principal and interest on highway and street bonds.
3. Multi-modal transportation systems including single and multi-use trails, sidewalks

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and curbs, and pedestrian pathways.

4. Regional transportation studies.
5. Cooperative transportation projects and studies between the federal government and its agencies, the State government and its agencies, and the incorporated cities and towns within the County.

B. It is the intention of the Gila County Board of Supervisors that any statutory changes affecting the transportation uses of the funds collected herefrom shall be applicable and included as authorized uses of the funds in addition to those uses presently included in the statute(s).

C. The hereinabove described uses are severable. Should any provision of this Resolution be deemed by a Court to be illegal or invalid, the validity of the remaining parts, terms, provisions, or any valid use of the revenues collected shall not be affected thereby, and said illegal or invalid part, term or provision shall not be deemed a part of this Resolution and shall be severed therefrom, notwithstanding any other provision of this Resolution to the contrary.

Section 3. Definitions

2014 Gila County ½ Cent Transportation Excise Tax. The tax imposed by this resolution.

Board. The Board of Supervisors of Gila County, Arizona.

County. The County of Gila, a political subdivision of the State of Arizona.

Department. The Department of Revenue of the State of Arizona.

Population. "Population" means the population determined in the most recent United States decennial census or the most recent special census as provide in § 28-6532 and revisions to the decennial or special census certified by the United States bureau of the census.
Added by Laws 1995, Ch. 132 § 3, eff. Oct. 1, 1997. Amended by Laws 1996, ch. 76, § 245, eff. October 1, 1997.

Transportation Excise Tax. The 2014 Gila County ½ Cent Transportation Excise Tax.

Section 4. Other Definitions.
To the extent terms are not defined herein, the definition of terms set forth in A.R.S. § 42-5001, a copy of which is on file in the Gila County Clerk's office and is by this reference made a part hereof, are adopted herein.

Section 5. Imposition of Tax.
There is hereby levied upon persons as a result of their business activities within the County, and shall be collected by the Department, Transportation Excise Taxes at rates equal to ten

percent (10%) of the State of Arizona transaction privilege tax rates applying to each person engaging or continuing in the County in a business taxed under A.R.S. Title 42, Chapter 5, Article 1. Such taxes shall be measured by the amount or volume of business transacted by persons on account of their business activities, and in the amounts to be determined by the application of rates against values, gross proceeds of sales or gross income, as the case may be, as prescribed by this resolution.

Section 6. Schedule of Tax Rates.
The Transportation Excise Taxes levied by this resolution are levied and shall be collected at the following rates applied to the values, gross proceeds of sale or gross income, as the case may be from the business of every person engaging or continuing in the County in the business classifications contained in A.R.S. Title 42, Chapter 5, Article 1, copies of which are on file in the Gila County Clerk's office and are by this reference made a part hereof, as follows:

(a)	A.R.S. § 42-5010.A.1.a. Intrastate transportation of persons, freight or property as defined and described in A.R.S. § 42-1062 – Transportation classification.	½ of 1%
(b)	A.R.S. § 42-5010.A.1.b. Producing and furnishing electricity, natural or artificial gas and water to consumers as described in A.R.S. § 42-5063 – Utilities classification; definitions.	½ of 1%
(c)	A.R.S. § 42-5010.A.1.c. Telecommunication services, as described in A.R.S. § 42-5064 – Telecommunications classification; definition.	½ of 1%
(d)	A.R.S. § 42-5010.A.1.d. Intrastate operation of pipelines and conduits for transporting oil or natural or artificial gas from one point to another as defined and described in A.R.S. § 42-5067 – Pipeline classification.	½ of 1%
(e)	A.R.S. § 42-5010.A.1.e. Intrastate operation of private car lines as defined and described in A.R.S. § 42-5068 – Private car line classification and A.R.S. § 42-1430, et seq.	½ of 1%
(f)	A.R.S. § 42-5010.A.1.f. Publication of newspapers, magazines and other periodicals and publications if published in this state as defined and described in A.R.S. § 42-5065 – Publication classification; definition.	½ of 1%
(g)	A.R.S. § 42-5010.A.1.g. Job printing, engraving, embossing and copying as defined and described in A.R.S. § 42-5066 – Job printing classification.	½ of 1%
(h)	A.R.S. § 42-5010.A.1.h. Prime contracting and dealership of manufactured buildings as defined and described in A.R.S. § 42-5075 – Prime contracting classification; exemptions; definitions.	½ of 1%

(i)	A.R.S. § 42-5010.A.1.i. Operating as an owner builder as described and defined in A.R.S. § 42-5076 – Owner builder sales classification; definitions.	½ of 1%
(j)	A.R.S. § 42-5010.A.1.j. Operation of an amusement business as defined and described in A.R.S. § 42-5073 – Amusement classification.	½ of 1%
(k)	A.R.S. § 42-5010.A.1.k. Operation of a restaurant as defined and described in A.R.S. § 42-5074 – Restaurant classification.	½ of 1%
(l)	A.R.S. § 42-5010.A.1.l. The leasing or renting of tangible personal property as defined and described in A.R.S. § 42-5071 – Personal property rental classification.	½ of 1%
(m)	A.R.S. § 42-5010.A.1.m. Retail sales as defined and described in A.R.S. § 42-5061.	½ of 1%
(n)	A.R.S. § 42-5010.2. Engaging in the business of transient lodging classification as described in A.R.S. § 42-5070.	11/20 of 1%
(o)	A.R.S. § 42-5010.3 Engaging in continuing in the mining classification as described in A.R.S. § 42-5072 – Mining classification; definition.	313/1000 of 1%

Section 7. Exemptions, Exclusions, Deductions and Definitions
All exemptions, exclusions, deductions and definitions contained in A.R.S. Title 42, Chapter 5, shall apply to the categories of businesses listed in Section 6 hereinabove and to the transactions described therein. Copies of these statutes are on file in the Gila County Clerk's office and are made a part hereof by this reference.

Section 8. Administration.
Unless the context otherwise requires, the administration of the Transportation Excise Tax shall be governed by the provisions of A.R.S. Title 42, Chapter 5, Article 1, except:

1. A separate license is not required for the tax imposed by this resolution, and the tax due hereunder shall be included, reported and paid with the transaction privilege tax of the State of Arizona.
2. A separate bond is not required of employees of the Department in administering the Transportation Excise Tax.
3. The tax imposed by this resolution may be included without segregation in any notice and lien filed for unpaid transaction privilege tax of the State of Arizona.

Section 9. Distribution of Revenues.
The County shall distribute a portion of the tax revenues raised to the incorporated cities, towns and unincorporated areas within Gila County. Any cities and towns hereafter incorporated shall be entitled to their share of the tax revenues distributable to cities and

towns beginning in the first quarter of the fiscal year after their incorporation and certification of the official population change. If the population of any city or town changes because of annexation, the share to which that city or town may be entitled because of population increase due to the annexation shall be distributable beginning in the first quarter of the fiscal year after annexation. The calculation of the amounts to be distributed to incorporated cities and towns within the County shall be made on the basis that the total population of all incorporated cities and towns in the County bears to the total population of the County. Each respective city's or town's share shall be determined by multiplying the total tax revenues to be distributed to the cities and towns by a fraction, the numerator being the population of said city or town and the denominator being the total Gila County population including the cities and towns in the County.

Jurisdictions with populations of 3% or less of the total Gila County population will be provided a minimum of 3.5% of the available revenue with the remainder being provided to the other jurisdictions per the above formula.

The revenues raised by this excise tax shall not be subject to the County's expenditure and revenue limitations.

The cities, the towns and the County shall only use the tax revenues for the purposes authorized by this resolution.

Section 10. Effective Date; Time in Effect.
The 2014 Gila County ½ Cent Transportation Excise Tax shall take effect on January 1, 2015, if theretofore a majority of the qualified electors voting at a countywide special election approves the 2014 Gila County ½ Cent Transportation Excise Tax, and shall be in effect for a period of 20 years from such effective date.

PASSED AND ADOPTED this 24 day of June, 2014.

ATTEST:

GILA COUNTY BOARD OF SUPERVISORS

_____
Marian Sheppard, Clerk

_____
Michael A. Pastor, Chairman

APPROVED AS TO FORM:

_____
Bryan Chambers
Deputy Attorney Principal

RESOLUTION NO. XX-XX-XX

A RESOLUTION PROVIDING FUNDING TO BE USED FOR HIGHWAY AND STREET PURPOSES INCLUDING COSTS OF RIGHTS OF WAY ACQUISITIONS AND EXPENSES RELATED THERETO AND CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR AND ROADSIDE DEVELOPMENT OF COUNTY, CITY AND TOWN ROADS, STREETS AND BRIDGES AND PAYMENT OF PRINCIPAL AND INTEREST ON HIGHWAY AND STREET BONDS, AND FOR REGIONAL TRANSPORTATION PROJECTS THAT ARE INCLUDED IN THE REGIONAL TRANSPORTATION PLAN OF THE COUNTY PREPARED BY THE COUNTY, ANY CITY, TOWN OR REGIONAL PLANNING AGENCY; AND LEVYING A TRANSPORTATION EXCISE TAX TO PROVIDE MONEYS FOR SAID PURPOSES.

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2. Payment of principal and interest on highway and street bonds.
3. Multi-modal transportation systems including single and multi-use trails, sidewalks

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and curbs, and pedestrian pathways.

4. Regional transportation studies.
5. Cooperative transportation projects and studies between the federal government and its agencies, the State government and its agencies, and the incorporated cities and towns within the County.

B. It is the intention of the Gila County Board of Supervisors that any statutory changes affecting the transportation uses of the funds collected herefrom shall be applicable and included as authorized uses of the funds in addition to those uses presently included in the statute(s).

C. The hereinabove described uses are severable. Should any provision of this Resolution be deemed by a Court to be illegal or invalid, the validity of the remaining parts, terms, provisions, or any valid use of the revenues collected shall not be affected thereby, and said illegal or invalid part, term or provision shall not be deemed a part of this Resolution and shall be severed therefrom, notwithstanding any other provision of this Resolution to the contrary.

Section 3. Definitions

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County. The County of Gila, a political subdivision of the State of Arizona.

Department. The Department of Revenue of the State of Arizona.

Population. "Population" means the population determined in the most recent United States decennial census or the most recent special census as provide in § 28-6532 and revisions to the decennial or special census certified by the United States bureau of the census.
Added by Laws 1995, Ch. 132 § 3, eff. Oct. 1, 1997. Amended by Laws 1996, ch. 76, § 245, eff. October 1, 1997.

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percent (10%) of the State of Arizona transaction privilege tax rates applying to each person engaging or continuing in the County in a business taxed under A.R.S. Title 42, Chapter 5, Article 1. Such taxes shall be measured by the amount or volume of business transacted by persons on account of their business activities, and in the amounts to be determined by the application of rates against values, gross proceeds of sales or gross income, as the case may be, as prescribed by this resolution.

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(b)	A.R.S. § 42-5010.A.1.b. Producing and furnishing electricity, natural or artificial gas and water to consumers as described in A.R.S. § 42-5063 – Utilities classification; definitions.	½ of 1%
(c)	A.R.S. § 42-5010.A.1.c. Telecommunication services, as described in A.R.S. § 42-5064 – Telecommunications classification; definition.	½ of 1%
(d)	A.R.S. § 42-5010.A.1.d. Intrastate operation of pipelines and conduits for transporting oil or natural or artificial gas from one point to another as defined and described in A.R.S. § 42-5067 – Pipeline classification.	½ of 1%
(e)	A.R.S. § 42-5010.A.1.e. Intrastate operation of private car lines as defined and described in A.R.S. § 42-5068 – Private car line classification and A.R.S. § 42-1430, et seq.	½ of 1%
(f)	A.R.S. § 42-5010.A.1.f. Publication of newspapers, magazines and other periodicals and publications if published in this state as defined and described in A.R.S. § 42-5065 – Publication classification; definition.	½ of 1%
(g)	A.R.S. § 42-5010.A.1.g. Job printing, engraving, embossing and copying as defined and described in A.R.S. § 42-5066 – Job printing classification.	½ of 1%
(h)	A.R.S. § 42-5010.A.1.h. Prime contracting and dealership of manufactured buildings as defined and described in A.R.S. § 42-5075 – Prime contracting classification; exemptions; definitions.	½ of 1%

(i)	A.R.S. § 42-5010.A.1.i. Operating as an owner builder as described and defined in A.R.S. § 42-5076 – Owner builder sales classification; definitions.	½ of 1%
(j)	A.R.S. § 42-5010.A.1.j. Operation of an amusement business as defined and described in A.R.S. § 42-5073 – Amusement classification.	½ of 1%
(k)	A.R.S. § 42-5010.A.1.k. Operation of a restaurant as defined and described in A.R.S. § 42-5074 – Restaurant classification.	½ of 1%
(l)	A.R.S. § 42-5010.A.1.l. The leasing or renting of tangible personal property as defined and described in A.R.S. § 42-5071 – Personal property rental classification.	½ of 1%
(m)	A.R.S. § 42-5010.A.1.m. Retail sales as defined and described in A.R.S. § 42-5061.	½ of 1%
(n)	A.R.S. § 42-5010.2. Engaging in the business of transient lodging classification as described in A.R.S. § 42-5070.	11/20 of 1%
(o)	A.R.S. § 42-5010.3 Engaging in continuing in the mining classification as described in A.R.S. § 42-5072 – Mining classification; definition.	313/1000 of 1%

Section 7. Exemptions, Exclusions, Deductions and Definitions
All exemptions, exclusions, deductions and definitions contained in A.R.S. Title 42, Chapter 5, shall apply to the categories of businesses listed in Section 6 hereinabove and to the transactions described therein. Copies of these statutes are on file in the Gila County Clerk's office and are made a part hereof by this reference.

Section 8. Administration.
Unless the context otherwise requires, the administration of the Transportation Excise Tax shall be governed by the provisions of A.R.S. Title 42, Chapter 5, Article 1, except:

1. A separate license is not required for the tax imposed by this resolution, and the tax due hereunder shall be included, reported and paid with the transaction privilege tax of the State of Arizona.
2. A separate bond is not required of employees of the Department in administering the Transportation Excise Tax.
3. The tax imposed by this resolution may be included without segregation in any notice and lien filed for unpaid transaction privilege tax of the State of Arizona.

Section 9. Distribution of Revenues.
The Department shall distribute the tax revenues raised to the incorporated cities, towns and to Gila County for the unincorporated areas within the County. Any cities and towns hereafter incorporated shall be entitled to their share of the tax revenues distributable to the County,

cities and towns beginning in the first quarter of the fiscal year after their incorporation. The calculation of the amounts to be distributed shall be made on the basis that the population of each jurisdiction (Gila County, cities, towns) bears to the total population of the County. Each respective jurisdiction's (Gila County, city, town) share shall be determined by multiplying the total tax revenues to be distributed by a fraction, the numerator being the population of said jurisdiction and the denominator being the total population of Gila County including the cities and towns in the County.

Jurisdictions with populations of 3% or less of the total Gila County population will be provided a minimum of 3.5% of the available revenue with the remainder being provided to the other jurisdictions per the above formula.

The revenues raised by this excise tax shall not be subject to the jurisdiction's expenditure and revenue limitations.

The cities, the towns and the County shall only use the tax revenues for the purposes authorized by this resolution.

Section 10. Effective Date; Time in Effect.
The 2014 Gila County ½ Cent Transportation Excise Tax shall take effect on January 1, 2015, if theretofore a majority of the qualified electors voting at a countywide special election approves the 2014 Gila County ½ Cent Transportation Excise Tax, and shall be in effect for a period of 20 years from such effective date.

PASSED AND ADOPTED this 24 day of June, 2014.

ATTEST:

Marian Sheppard, Clerk

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

APPROVED AS TO FORM:

Bryan Chambers
Deputy Attorney Principal

RESOLUTION NO. XX-YY-14

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

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

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA hereby refers the proposed 2014 Gila County ½ Cent Transportation Excise Tax to the qualified voters of Gila County in the November 4, 2014 general election.

PASSED AND ADOPTED this 1st day of July 2014, at Globe, Gila County, Arizona.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard, Clerk of the Board Michael A. Pastor, Chairman

Approved as to form:

_____

Bryan Chambers
Chief Deputy County Attorney

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RESOLUTION NO.

A RESOLUTION OF THE CITY/TOWN COUNCIL OF THE CITY/TOWN OF _____ SUPPORTING THE CONTINUATION OF THE 2014 GILA COUNTY ½ CENT TRANSPORTATION EXCISE TAX

WHEREAS, the Board of Supervisors of Gila County ("County") seeks to provide for the transportation planning, infrastructure and maintenance needs of Gila County and the unincorporated cities and towns in the County; and

WHEREAS, the City/Town Council of the City/Town of _____ has clearly established and well documented its transportation planning, infrastructure and maintenance needs; and

WHEREAS, the interests of the City/Town of _____ and its residents and businesses will benefit greatly by the implementation of its transportation planning, infrastructure and maintenance projects; and

WHEREAS, the proposed 2014 Gila County ½ Cent Transportation Excise Tax will provide funds for the transportation planning, infrastructure and maintenance needs of the County and incorporated cities and towns located therein during the twenty (20) year period the 2014 Gila County ½ Cent Transportation Excise Tax is in effect; and

WHEREAS, the revenues raised from the tax levied shall be used for any and all transportation purposes authorized by Arizona Revised Statutes such as:

1) Highway and street purposes including roadway construction, reconstruction, maintenance, repair and roadside construction of county, city or town roads, streets, and bridges;
2) Payment of principal and interest on highway and street bonds;
3) Multi-modal transportation systems including single and multi-use trails, sidewalks and curbs, and pedestrian pathways;
4) Regional transportation studies; and
5) Cooperative transportation projects and studies between the federal government and its agencies, the State government and its agencies, and the incorporated cities and towns within the County.

WHEREAS, a portion of the tax revenues raised will be distributed to the incorporated cities, towns and to Gila County for the unincorporated areas within the County, and the cities, the towns and the County shall only use the tax revenues for the purposes authorized by this resolution.

NOW, THEREFORE, BE IT RESOLVED that the City/Town Council of the City/Town of _____ does hereby acknowledge the need to continue the Gila County ½ Cent Transportation Excise Tax, and supports the County's proposal to seek voter approval in the November 4, 2014 general election.

PASSED AND ADOPTED this X day of MONTH, 2014.

_____
Name, Title

ATTEST:

_____
Name, Title

APPROVED AS TO FORM:

_____
Name, Title

2014 GILA COUNTY ½ CENT TRANSPORTATION EXCISE TAX DISTRIBUTION FORMULA FOR CITY AND TOWNS IN GILA COUNTY

The table below shows data equitably distributing the Gila County Transportation Excise Tax for the years 2015-2034 should the County decide to request that the voters extend the current tax, and should the voters decide to extend the current tax. The data is based on the following:

1. The current sales tax rate of 0.5% generated $3,003,850 in fiscal year 2013.

2. The population for each of the incorporated entities within Gila County was obtained from the 2014 Arizona Local Government Directory prepared by the League of Arizona Cities and Towns. Those populations are as follows: Globe – 7,532; Hayden – 798; Miami – 1,837; Payson – 15,301; Star Valley – 2,310; and Winkelman – 353. (Based on Gila County numbers the population for Hayden is 798 rather than the 662 shown in the League book.)

3. The population for the unincorporated areas of Gila County (the area where the County is responsible for the roads) was also taken from the League Directory. The overall County population is 53,597. Subtracting the summation of the incorporated entities within Gila County (28,131) from the total County population leaves the population in the unincorporated areas of Gila County at 25,466.

This table is based on dividing the funds received from the transportation excise tax on population but includes a minimum amount to be given to each incorporated entity of $50,000. This would give Hayden and Winkelman each $50,000 with the remainder being divided among the other five entities based on population. This results in the following potential allocations:

Entity	**Population**	**Percentage of Distribution**	**Allocation Based on FY13 Collection**
Gila County (Unincorporated Area)	25,466	46.94%	$1,410,011.14
Globe	7,532	13.88%	$417,034.63
Hayden	798	1.66%	$50,000.00
Miami	1,837	3.39%	$101,711.71
Payson	15,301	28.20%	$847,191.57
Star Valley	2,310	4.26%	$127,900.96
Winkelman	353	1.66%	$50,000.00
Total	53,597	100.00%	$3,003,850.00

ARF-2513 **Consent Agenda Item 4. A.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Submitted For:	Adam Shepherd, Sheriff	Submitted By:	Sarah White, Chief Administrative Officer, Sheriff's Office
Department:	Sheriff's Office		
Fiscal Year:	2014	Budgeted?:	Yes
Contract Dates Begin & End:	Until Terminated	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Replacement

Information

Request/Subject

Intergovernmental Agreement No. 2014-026 between the Arizona Department of Public Safety, Arizona Counter Terrorism Information Center (ACTIC) and the Gila County Sheriff's Office.

Background Information

On April 6, 2010, the Gila County Board of Supervisors approved Intergovernmental Agreement (DPS Contract No. 2010-021) between the Arizona Department of Public Safety, Arizona Counter Terrorism Information Center (ACTIC), and the Gila County Sheriff's Office whereby the Sheriff's Office will provide a Terrorism Liaison Officer (TLO).

Intergovernmental Agreement (DPS Contract No. 2014-026) replaces (DPS Contract No. 2010-021), with the following minor changes: From BZP Level A to Level B and the Terrorism Liaison Officer required to work from 40 hours per month to 20 hours per month.

Evaluation

The Gila County Sheriff's Office will assign one deputy as the certified Terrorism Liaison Officer and agrees to 20 hours per month in the following activities: Domestic Preparedness; Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) Response Services; and activities associated with Terrorism Awareness.

Conclusion

The Gila County Sheriff's Office agrees to assign one deputy as the Certified Terrorism Liaison Officer.

Recommendation

It is the recommendation of the Sheriff J. Adam Shepherd that the Board of Supervisors approve Intergovernmental Agreement No. 2014-026 between the Arizona Department of Public Safety, Arizona Counter Terrorism Information Center (ACTIC) and the Gila County Sheriff's Office to assign one Deputy as the certified Terrorism Liaison Officer.

Suggested Motion

Approval of an Intergovernmental Agreement (DPS Contract No. 2014-026) between the Arizona Department of Public Safety, Arizona Counter Terrorism Information Center (ACTIC) and the Gila County Sheriff's Office whereby the Sheriff's Office will assign one deputy as the certified Terrorism Liaison Officer to become effective upon the final signatures by both parties and shall remain in effect until such time that either party submits a 30-day written notice to terminate.

Attachments

Intergovernmental Agreement DPS Contract No. 2014-026

Original-Intergovernmental Agreement DPS Contract No. 2010-021

Legal Explanation

2014-026
DPS CONTRACT NO.

A. G. CONTRACT NO. P001-2014000971

INTERGOVERNMENTAL AGREEMENT
LEVEL B
Between
THE ARIZONA COUNTER TERRORISM INFORMATION CENTER
STATEWIDE TERRORISM LIAISON OFFICER PROGRAM and
THE GILA COUNTY SHERIFF'S OFFICE

I. Purpose

This Intergovernmental Agreement (IGA) is entered into by the State of Arizona Department of Public Safety (DPS), Arizona Counter Terrorism Information Center (ACTIC), here in after referred to as "DPS", and "Gila County Sheriff's Office, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance the ACTIC Terrorism Liaison Officer (TLO) program intelligence collection process and domestic preparedness for Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) response services concerning the activities of terrorism.

II. Authority

AZDPS ACTIC is authorized and empowered to enter into this IGA pursuant to A.R.S. § 41-1713 and both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. § 11-952.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

III. Participation

The Agency agrees to assign a sworn police officer, law enforcement analyst who has been authorized by his/her Agency to respond as needed in support of the Agency and/or DPS ACTIC in accordance to the provisions of this agreement. This person is herein referred to as a Terrorism Liaison Officer (certified TLO). Prior to receiving any reimbursements, equipment, and/or funding, the TLO must complete the TLO training offered by the DPS ACTIC. If the TLO fails to complete the training, he/she is ineligible for this program. A person who completes the training is known as a certified TLO.

During the duration of this assignment, the certified TLO must work at least 20 hours per month related to the purpose of this agreement. Specifically, the TLO will conduct activities related to domestic preparedness, CBRNE response services, and any activities associated with terrorism awareness. The TLO must submit their TLO time and activity weekly to DPS ACTIC electronically through the Homeland Security Information Network (HSIN) documenting work relating to the purpose of this Agreement. TLOs are required to adhere to all DPS ACTIC guidelines, policies, and procedures, including the ACTIC Privacy Policy and Civil Rights Procedure Guide, while participating in the ACTIC TLO Program.

During the assignment period, the Agency and DPS ACTIC agree to allow the certified TLO to maintain all benefits, rights, and privileges available to said certified TLO as if they were assigned on a full-time basis to the Agency during this period. The assigned certified TLO must abide by all of the applicable rules and regulations of the Agency and are subject to its disciplinary process.

IV. Equipment

The equipment purchased for and assigned to said certified TLO shall be CBRNE capable and shall remain in the custody of the agency for use by the certified TLO pursuant to this Agreement.

Contingent upon the availability of Homeland Security Grant funding, equipment will be acquired by DPS ACTIC. Equipment will be purchased from the current list of authorized equipment approved by the DPS ACTIC Director and in support of the Federal Department of Homeland Security authorized equipment list.

All assigned and purchased equipment issued to a certified TLO pursuant to this Agreement will be maintained in good working order by the Agency. The Agency will be required to make all necessary repairs to equipment. In the event that issued or purchased equipment is damaged, lost, stolen or no longer operative, the Agency will be responsible for the expenses for replacement in kind, repair, or reimbursement, whichever is applicable.

An annual inventory of equipment issued to the Agency and assigned to certified TLO(s) will be conducted by the Agency and presented to the Director of DPS ACTIC in writing no later than the first day of May following each year this IGA is in effect.

The Agency represents that it is insured and will include all equipment, provided pursuant to this Agreement, within the scope of the Agency's insurance coverage.

V. Reimbursement for Travel Expenses

Each agency is responsible to apply for reimbursement of all travel expenses related to a State of Arizona emergency incident (i.e. FEMA, AZ DEMA, etc.).

Travel for DPS ACTIC approved TLO training shall be reimbursed by DPS ACTIC, subject to availability of grant funding, in accordance with Arizona Department of Administration guidelines.

VI. Non-discrimination

The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Agency shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

Each party to this Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other. Each party shall be solely and entirely responsible for its acts or the acts of its agents and employees during the performance of this Agreement.

VII. Indemnification

To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter referred to as "Claims")

arising out of bodily injury of any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, agents, employees, or volunteers.

VIII. Arbitration

To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the Parties agree to resolve any dispute arising out of this agreement by arbitration.

IX. Effective Date/Duration

This IGA shall become effective upon the final signatures on each of three (3) originals by both parties, and shall remain in effect until such time that either party submits a 30-day written notice to terminate this Agreement to the other party. Any modification of this Agreement shall be by written amendment executed by the governing bodies of both parties. Upon termination of this IGA, any and all property used in connection with this IGA will be promptly returned to the party holding title thereto.

This Agreement replaces any and all previous agreements regarding TLO Level B participation executed by the parties regarding domestic preparedness CBRNE response services and the TLO program.

X. Termination

Either party may terminate this Agreement for convenience or cause upon thirty (30) days written notice to the other party.

In accordance with Department of Homeland Security grant guidelines for equipment purchased:

1) Upon termination of this Agreement, all assigned and purchased equipment acquired pursuant to this Agreement shall be returned to DPS or reimbursed at current market value for said equipment.
2) Said equipment shall be returned to DPS immediately upon breach or termination of this Agreement.
3) After the serviceable life of the equipment, final disposition is the responsibility of the Agency.

XI. Audit of Records

Pursuant to A.R.S. § 35-214, the [other side] shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the [other side] shall produce the original of any or all such records. TLO time shall be recorded and submitted to ACTIC through the Homeland Security Information Network (HSIN).

XII. Fees

In no event shall either party charge the other for any administrative fees for any work performed pursuant to this Agreement.

XIII. Jurisdiction
Agency accepts that receipt of federal grant funding requires it to permit its certified TLO(s) to work outside of Agency's regular jurisdictional boundaries.

XIV. Worker's Compensation Benefits
Pursuant to A.R.S. § 23-1022 D., for the purposes of worker's compensation coverage, all employees covered by this Agreement shall be deemed to be an employee of both agencies. The primary employer shall be solely liable for payment of worker's compensation benefits.

XV. Non-Availability of Funds
This Agreement shall be subject to available funding, and nothing in this agreement shall bind any party to expenditures in excess of funds appropriated and authorized for purposes outlined in this Agreement.

XVI. E-verify
To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party.

Any notice required to be given under this Agreement will be provided by mail to:

AZDPS
Intelligence Bureau
Arizona Counter Terrorism Information Center
P.O. Box 6638 – MD 3900
Phoenix, Arizona 85005-6638

Gila County Sheriff's Office
Sheriff Adam Shepherd
1100 E. South Street
Globe, AZ 85501

XI. Conflict of Interest This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, THE PARTIES HEREBY SUBSCRIBE THEIR NAMES:

State of Arizona

By: Dennis J. Gyuro DCP Dir
FOR Colonel Robert C. Halliday, Director
Arizona Department of Public Safety

Date: 3/19/14

Approved as to Form:

Assistant Attorney General

Date: 3/18/14

Gila County Sheriff's Office

By: _____
Adam Shepherd, Sheriff
Gila County Sheriff's Office

Date: 4-22-14

Approved as to Form:

_____
Agency Official
Bryan Chambers, Deputy Attorney Principal

Date: _____

Date: _____
Chairman
Michael A. Pastor

_____

Attest:

Date: _____

Marian Sheppard, Clerk

_____

A. G. CONTRACT NO. P001-2010 - 000663 DPS CONTRACT NO. 2010-021

INTERGOVERNMENTAL AGREEMENT
ARIZONA COUNTER TERRORISM INFORMATION CENTER
STATEWIDE TERRORISM LIAISON OFFICER PROGRAM
BZP LEVEL A

This Intergovernmental Agreement ("IGA") is entered into between the State of Arizona through its Arizona Department of Public Safety Arizona Counter Terrorism Information Center (ACTIC), hereinafter referred to as "DPS ACTIC", and the Gila County Sheriff's Office, hereinafter referred to as "Agency".

The purpose of this Agreement shall be to enhance domestic preparedness Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) response services concerning the activities of terrorism, through the cooperative efforts of the parties to this Agreement.

DPS ACTIC is authorized and empowered to enter into this IGA pursuant to A.R.S. § 41-1713 both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. § 11-952 and the Agency is authorized and empowered pursuant to the Gila County Board of Supervisors.

Now, in consideration of the mutual promises set forth herein, the parties to this Agreement hereby agree to the following terms and conditions:

I. Participation

The Agency agrees to assign a sworn police officer or law enforcement analyst who has been authorized by his/her Agency to respond to incidents as needed in support of the Agency and/or DPS ACTIC in accordance to the provisions of this agreement. This person is herein referred to as Terrorism Liaison Officer (certified TLO). Prior to receiving any reimbursements, equipment, and/or funding, the TLO must complete the TLO training offered by the DPS ACTIC. If the TLO fails to complete the training, he/she is ineligible for this program. A person who completes the training program is known as a certified TLO.

During the duration of this assignment, the certified TLO must work at least 40 hours per month related to the purpose of this agreement. Specifically, the TLO will conduct activities related to domestic preparedness, CBRNE response services, any activities associated with terrorism awareness and any of the activities listed in Exhibit A the TLO Weekly Timesheet. The TLO must submit a TLO weekly timesheet to DPS ACTIC documenting work relating to the purpose of this agreement. TLOs are required to adhere to all DPS ACTIC guidelines, policies, and procedures, including the ACTIC Privacy Policy and Civil Rights Procedure Guide, while participating in the ACTIC Terrorism Liaison Officer (TLO) Program.

During the assignment period, the Agency and DPS ACTIC agree to allow the certified TLO to maintain all benefits, rights, and privileges available to said certified TLO as if they were assigned on a full-time basis to the Agency during this period. The assigned certified TLO must abide by all of the applicable rules and regulations of the Agency and are subject to the Agency's disciplinary process.

II. Equipment and Vehicle(s)

The vehicle(s) and equipment purchased for and assigned to said certified TLO shall be CBRNE capable and shall remain in the custody of the agency for use by the certified TLO pursuant to this agreement.

Contingent upon the availability of Buffer Zone Plan (BZP) funding, equipment and vehicles will be purchased by the Agency. Vehicles and equipment will be purchased from the current list of authorized equipment approved by the DPS ACTIC commander and in support of the Federal DHS authorized equipment list.

All assigned and purchased equipment and vehicles issued to a certified TLO pursuant to this agreement will be maintained in good working order by Agency. The Agency will be required to make all necessary repairs to vehicles and equipment. In the event that issued or purchased equipment is damaged, lost, stolen or no longer operative, the Agency will be responsible for the expenses for replacement in kind, repair, or reimbursement, whichever is applicable.

TLO vehicles purchased by the Agency will only be assigned to and operated by the designated certified TLO. It will be the responsibility of the Agency to repair or replace in kind, the vehicle in the event of collision or theft. The vehicle will be maintained in good working order per the Agency's vehicle maintenance policies. If the Agency lacks vehicle maintenance policies, the vehicle will be maintained per the vehicle manufactures maintenance policies.

The reimbursed grant monies have included funding for an extended warranty and a theft deterrent system to be purchased at the time of vehicle purchase. It is the Agency's responsibility to maintain the vehicle under the text of the warranty and per the manufacturer's recommended specifications. Maintenance expenses and items not covered by the extended warranty will be the responsibility of the Agency.

The Agency represents that it is insured and will include all equipment, provided pursuant to this agreement, within the scope of the Agency's insurance coverage.

III. Reimbursement for Travel Expenses

Each agency is responsible to apply for reimbursement of all travel expenses related to a State of Arizona emergency incident (i.e. FEMA, AZ DEMA, etc.).

Travel for DPS ACTIC approved TLO training shall be reimbursed by DPS ACTIC, subject to availability of grant funding, in accordance with Arizona Department of Administration guidelines

IV. Nondiscrimination

The Parties shall comply with Executive Order 75-5 and 99-04, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliations, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The agency shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

V. Indemnification

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

VI. Arbitration

Each party agrees to abide by Arizona Revised Statute 12-1518, State and political subdivisions; use of arbitration. During the term of this contract both parties shall by written mutual agreement agree to the form of arbitration at a subsequent time prior to the filing of any civil action.

VII. Effective Date/Duration

This IGA shall become effective upon the final signatures on each of two (2) originals by both parties, and shall remain in effect until such time that either party submits a 30-day written notice to terminate this agreement to the other party. Any modification of this agreement shall be by written amendment executed by the governing bodies of both parties.

This agreement replaces any and all previous agreements regarding BZP TLO Level A participation executed by the parties regarding the domestic preparedness CBRNE response services and TLO program.

VIII. Termination/Cancellation

Either party may terminate this Agreement for convenience or cause upon thirty (30) days written notice to the other party.

In accordance with Department of Homeland Security grant guidelines for vehicles and equipment purchased:

1) If participation is terminated, then all assigned and purchased vehicles and equipment acquired pursuant to this agreement shall be subject to the provisions between grantor and grantee as outlined in the original grant award.
2) After the normal life of the vehicles and equipment, final disposition is the responsibility of the Agency.

Any notice required to be given under this Agreement will be provided by mail to:

DPS
Commander of DPS Intelligence Bureau
Arizona Counter Terrorism Center
P.O. Box 6638 – MD 3900
Phoenix, Arizona 85005-6638

Gila County Sheriff's Office
Sheriff John R. Armer
1100 South Street
Globe, AZ. 85502

All parties are hereby put on notice that this contract is subject to cancellation by the Governor for conflicts of interest, pursuant to A.R.S. § 38-511.

IX. Recordkeeping

All records regarding this Agreement, including officer's monthly TLO timesheets, must be retained for five (5) years in compliance with A.R. S. § 35-214, entitled Inspection and Audit of Contract Provisions.

X. Fees

In no event shall either party charge the other for any administrative fees for any work performed pursuant to this Agreement.

XI. Jurisdiction

Agency accepts that receipt of BZP federal grant funding requires it to permit its certified TLO(s) to work outside of Agency's regular jurisdictional boundaries.

XII. Worker's Compensation Benefits

Pursuant to A.R.S. § 23-1022 D., for the purposes of worker's compensation coverage, all employees covered by this Agreement shall be deemed to be an employee of both agencies. The primary employer shall be solely liable for payment of worker's compensation benefits.

XIII. Non-Availability of Funds

This Agreement shall be subject to available funding, and nothing in this agreement shall bind any party to expenditures in excess of funds appropriated and authorized for purposes outlined in this Agreement.

IN WITNESS WHEREOF, THE PARTIES HEREBY SUBSCRIBE THEIR NAMES:

State of Arizona

By: _____
Robert C. Halliday, Director
Arizona Department of Public Safety

Date: 2-26-10

Approved as to Form:

_____
Assistant Attorney General

Date: 2/18/10

Gila County Sheriff's Office

By: John R. Armer
John R. Armer Sheriff
Gila County Sheriff's Office

Date: 4/6/10

Approved as to Form:

_____
Agency Official
Chief Deputy C.A. Bryan Chambers

Date: 3 18 2010

Shirley L. Dawson

Date: 4/6/10
Chairperson
G.C. BOS.

Exhibit A

TLO Weekly Time Sheets

Date:

Name:		TLO Number:			Agency:
Date	**Duty Description**	**Hours**	**Duty Type**	**Callout Type**	**Incident # or Location**

Duty Types	Code
Administrative	A
Briefings (command/city/other	B
Callout / Incident Response	C*
Log Entry at ACTIC	L
Meetings	M
Special Projects	P
Training	T
TVA	V**
Watch Center	W

Callout Types	Code
Hostage / Barricade	1
Barricade (no hostage)	2
Suspicious Powder	3
Bomb Threat	4
Bomb Disposal / Investigation	5
HAZMAT	6
Clandestine Drug Lab	7
Fire Incident (Involving Evacuation)	8
PD Shooting (Involving Evacuation)	9
PD/Fire Involved Accident	10
Major Medical	11
Special Event (scheduled)	12
Protest	13
Heavy Rescue Deployment	14
Other	15

***All Callouts must have a callout type code and either an incident number or location**

****All TVA's must have a location listed**

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
CIVIL DIVISION
TRANSPORTATION SECTION
MEMORANDUM

Brian D. Schneider
Assistant Attorney General

Direct: 602-542-8863
Fax: 602-542-3646

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. P001-2010-000663 (**DPS 2010-021**), an Agreement between public agencies, i.e., Arizona Department of Public Safety, Arizona Counter Terrorism Information Center (ACTIC) and Gila County Sheriff's Office, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED 2/18, 2010.

TERRY GODDARD
Attorney General

BRIAN D. SCHNEIDER
Assistant Attorney General

BDS:ln
Attachment

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

A.R.S. § 11-952(D) requires that

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

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

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

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

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

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

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

ARF-2525 **Consent Agenda Item 4. B.**

Regular BOS Meeting

Meeting Date:	05/27/2014		
Submitted For:	Malissa Buzan, Community Services Division Director	Submitted By:	Cecilia Bejarano, Executive Administrative Assistant, Community Services Division
Department:	Community Services Division	Division:	Comm. Action Program/Housing Servs.
Fiscal Year:	2014-2015	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2014-June 30, 2015	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Independent Contractor Agreement 2014-15 Utility Assistance Programs Contract No. 07012014-15 with Arizona Community Action Association.

Background Information

This contract has been in existence between the Arizona Community Action Association (ACAA) and the Gila County Community Services Division, Community Action Program (CAP) for the past 6 years.

ACAA is a 501 (c) (3) non profit agency created in 1967 to address poverty across Arizona. Through a collaboration of nearly 300 organizations and individuals, ACAA develops and implements strategies to address and ultimately eliminate poverty.

The Community Action Program launched in 1964 as part of President Lyndon B. Johnson's Economic Opportunity Act to fight poverty by empowering the poor.

Evaluation

Contract No. 07012014-15 will administer energy program funding from ACAA in the amount of $93,047.12 to Gila County CAP to be used to provide weatherization services, utility repair and replacement, utility deposits and bill assistance to eligible citizens residing in Gila County.

Conclusion

By the Board of Supervisors approving this contract, Gila County CAP program will receive funding to be used to provide eligible citizens residing in Gila County with services that promote economic self sufficiency.

Recommendation

The Gila County Community Services Division Director recommends that the Board of Supervisors approve this contract.

Suggested Motion

Approval of Contract No. 07012014-15 between the Arizona Community Action Association (ACAA) and the Gila County Community Services Division, Community Action Program (CAP), whereby ACAA will administer funding in the amount of $93,047.12, which will be used to provide weatherization services, utility repair and replacement, utility deposits and bill assistance to eligible citizens residing in Gila County for the period of July 1, 2014, through June 1, 2015.

Attachments

Contract No. 07012014-15 ACAA
Legal Explanation

Arizona Community Action Association

INDEPENDENT CONTRACTOR AGREEMENT
2014-15 Utility Assistance Programs
Contract No. 07012014-15

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **Gila County Community Action Program, A Department of the Gila County Community Services Division** (hereinafter "Contractor") and Arizona Community Action Association, an Arizona nonprofit corporation (hereinafter "ACAA").

RECITALS:

A. ACAA is a nonprofit organization that, as part of its mission to promote economic self sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in ***Section 1*** (the "Fund Sources") pursuant to Program Documents (as defined in ***Section 4***).

C. ACAA desires to subcontract with Contractor to obtain assistance with fulfilling ACAA's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. **The total amount of the contract is $93,047.12.**

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA and Contractor hereby agree as follows:

1. **Services and Programs**.

1.1 Services. Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in ***Section 1.2***: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in ***Section 2***. ACAA will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow ACAA's instructions as to the result to be achieved. Contractor will receive ACAA's instructions through an employee of ACAA who is appointed to manage the program ("Program Manager"). Contractor may also received instructions from an ACAA employee designated to serve as a liaison between ACAA and Contractor ("Monitor").

2700 N. 3rd Street Suite 3040 Phoenix, Arizona 85004 TEL 602 604 0640 FAX 602 604 0644 WEB www.azcaa.org

1.2 Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the following summary:

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information No credits can be given to accounts.
Utility Repair Replacement Deposit (URRD)	**$58,501.88**	**$5,087.12**	**$63,589.00**	Utility/Appliance Repair or Replacement Utility Deposit	**Refer to Exhibit A**: Utility Repair Replacement Deposit Policy Manual **Refer to Exhibit B**: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status (6/2012 Edition) Agency makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Southwest Gas (SWG) Bill Assistance Program	**$6,039.12**	**$0**	**$6,039.12**	Utility assistance for SWG customers	**Refer to Exhibit C**: Southwest Gas Bill Assistance Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. **Of total allocation, $1,510.00 can be used for deposits.** Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Home Energy Assistance Fund (HEAF) **HEAF/Tribal**	**$1,576.80** **$6,000.30**	**$175.20** **$666.70**	**$1,752.00** **$6,667.00**	Utility assistance and deposits Utility assistance and deposits for Native Americans living on the reservation.	**Refer to Exhibit D**: Home Energy Assistance Policy Manual Agency makes guarantees and payments to utility companies. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
APS Crisis Bill Assistance	**$13,500.00**	**$1,500.00**	**$15,000.00**	Utility assistance for APS customers	**Refer to Exhibit E**: APS Crisis Bill Assistance Program Summary Agency makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Total:	**$85,618.10**	**$7,429.02**	**$93,047.12**		

The summary above of certain provisions of the Program Documents is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 Training. Contractor will participate in any training provided by ACAA on dates and times selected by ACAA.

1.4 Program Modification. ACAA and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to ***Section 2.2***, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on **July 1, 2014** (the "Effective Date") and ending on **June 30, 2015**.

2.2 Termination. Either ACAA or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to ACAA, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, Contractor's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to Contractor. Not later than the 15th day of each month, Contractor will submit an invoice to ACAA for all services Contractor performed during the prior month as required by ***Section 4.*** ACAA will endeavor to review Contractor's invoices and give notice to Contractor of any disallowed items within ten (10) business days after ACAA receives the invoice. ACAA will submit all approved portions of Contractor's invoice to the applicable Fund Sources. Contractor acknowledges and agrees that all invoices are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to Contractor.

3.2 Request for Additional Funds. Contractor may submit in writing a request for additional funds to ACAA no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the ACAA Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. ACAA may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from ACAA.

3.4 Expenditures. ACAA reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate, is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. ACAA will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the ACAA Board of Directors. Contractor may request the Advance Request Form through ACAA, if needed.

3.6 Nature of Relationship. As between ACAA and Contractor, ACAA shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights

expressly provided to Contractor under this Agreement. The relationship between ACAA and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint venturers, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that ACAA may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. Contractor agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. ACAA agrees to indemnify, defend and hold Contractor and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

3.8 Insurance.

3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. ACAA makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.

1. *Commercial General Liability – Occurrence Form*

General Aggregate: The policy will have a combined single limit of $2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

15. The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association, shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".*

b. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

15. *Automobile Liability*

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

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

15. The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".*

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

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.

15. The policy shall contain a waiver of subrogation against Arizona Community Action Association and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to ACAA.

3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. ACAA makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.8.7 Contractor shall furnish ACAA with certificates of insurance (ACORD form or equivalent approved by ACAA) as required by this Agreement. The certificates for each insurance policy are to be

signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by ACAA before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to ACAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. Compliance with Terms of Funding. Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources listed in ***Section 1*** pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the documents attached hereto as ***Exhibits A*** through ***F*** and any written policies and procedures that ACAA may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAA to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with ACAA in preparing these reports. In addition, Contractor shall submit monthly reports to ACAA on forms prescribed by ACAA and comply with all other reporting obligations under the Program Documents. Such invoices and reports shall be submitted no later than fifteen (15) days after the end of each month.

4.1 Grant Management System Database (GMS). Contractor will ensure, all fund sources will be directly inputted into the GMS Database system, CAP60, or transferred electronically.

5. Confidential Information.

5.1 Contractor's Obligation of Confidentiality. Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAA in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this ***Section 5*** for the benefit of ACAA. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAA. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAA to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the

foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to ACAA or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. **Audit and Inspection**. ACAA will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide ACAA and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. **Notices.** All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability**. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. ACAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAA or directly to Contractor) pursuant to the Program Documents. ACAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to ACAA, then ACAA reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by ACAA in its sole discretion.

9. **Assignment; Subcontractors**. Contractor may not assign Contractor's rights or obligations under this Agreement without ACAA's prior written consent, which consent ACAA may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without ACAA's prior written consent, which consent ACAA will not unreasonably withhold ACAA's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum**. This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver**. This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals and exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

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

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."
Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Firm. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Firm's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Firm shall be entitled to an extension of time, but not costs.

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

14. **Cancellation.** This agreement is subject to cancellation pursuant to **A.R.S. § 38-511.**

15. **Counterparts; Facsimile**. This Agreement may be executed in counterparts and delivered by facsimile.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR
Gila County Board of Supervisors

By:_____

Name: Michael A. Pastor

Title: Chairman, Gila County

Date:_____

Approved as to Form:

By:_____

Name: Bryan B. Chambers

Title: Deputy Attorney Principal

Date:_____

Address:
5515 S. Apache Avenue, Suite 200
Globe, Arizona 85501

Arizona Community Action Association,
an Arizona nonprofit corporation

By:_____

Name: Cynthia Zwick

Title: Executive Director

Date: Mar. 14. 2014

Address:
2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org

Arizona Community Action Association

List of Attached Exhibits:

Exhibit A	Utility Repair, Replacement and Deposit Policy Manual Effective July 1, 2014 – June 30, 2015
Exhibit B	Instructions for Verifying Citizenship and Non-Citizen Legal Permanent Resident (LPR) Status (Revised by DES in 6/2012)
Exhibit C	Southwest Gas (SWG) Bill Assistance Program
Exhibit D	Home Energy Assistance Fund Policy Manual July 1, 2014 – June 30, 2015
Exhibit E	APS Crisis Bill Assistance Program Summary
Exhibit F	Federal Poverty Income Guidelines effective July 1, 2014 – June 30, 2015

Exhibit A

Home Energy
Assistance Fund
Aid. Educate. Conserve.

UTILITY REPAIR REPLACEMENT DEPOSIT (URRD)

POLICY MANUAL SFY 2015

Effective: July 1, 2014 – June 30, 2015

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A. PURPOSE OF THE PROGRAM

The Utility Repair, Replacement and Deposit Program (URRD) was established by state law (A.R.S. §46-731) to provide assistance to low income individuals in crisis situations with deposits for utility services and to make needed repairs and/or replacements to **existing** utility related appliances or systems. In January 2007, A.R.S. §46-731 was revised to require abandoned deposits to be administered by a qualified fuel fund entity.

The Arizona Community Action Association (ACAA) administers this program through Community Action Agencies throughout the State. Utility Repair, Replacement and Deposit assistance may be received only once in a 12 month period and may not exceed **$2,000.00**.

B. TYPES OF ASSISTANCE

1. Deposits for Utility Services:
   Electric
   Gas
   Water
   Telephone

2. Repairs to existing utility-related appliances or systems.

3. Replacements of existing heating or cooling systems, water heaters, space heaters and telephone for owners.

NOTE: **The applicant must be the owner of the appliance or system to be repaired and/or replaced. There must be an existing utility related appliance or system.**

C. GUIDELINES FOR REPAIR/REPLACEMENT*

1. Eligible Appliances	Ineligible Appliances
Water Heaters	Televisions
Cooking Stoves	Radios
Microwaves	VCRs
Furnaces	Hair Dryers
Air Conditioners	Blenders
Telephone	Water Softeners
Evaporative Coolers	Cable TV
Refrigerators	Satellite Receivers
Washers/Dryers	

***Replacement of appliance(s) must have Energy Efficient Star Rating.**

Any appliance repair and/or replacement not listed on the list of eligible appliances, please contact ACAA at (602) 604-0640.

2. **Criteria for distinguishing between a repair and a replacement**

Replacement of utility related appliance shall be limited to instances when repair costs exceed replacement costs, **or** when an appliance is found to be inoperable with repairs. **Replacement will only occur when a crisis has been documented.**

3. **Ownership and Inspection**

Ownership of the appliance or utility system can be determined by:

- Client provides a receipt of purchase, or
- Client signs statement of ownership

Inspection of the needed repair and/or replacement may be completed by a qualified individual of the agency.

4. **Payments**

The client must indicate in writing that repairs or replacements have been made prior to payment to vendor. Contractors shall have procedures in place to ensure this occurs.

Payment for a repair or replacement should be made after the completion of work, inspection and receipt of appropriate documentation, such as an invoice.

D. ELEMENTS OF ELIGIBILITY - URRD

An Eligible Applicant

1. **Must be a US citizen or qualified legal resident. The agency must verify the citizenship and/or immigration status of all applicants.**

Citizenship Verification Requirements

Arizona Revised Statute, Section 46-140.01 requires that local governments verify the identity and citizenship and/or immigration status of persons applying to receive certain public benefits including the Utility Repair, Replacement and Deposit Program. **Please refer to attached exhibit in your contract, Verifying Citizenship and Non-Citizenship Legal Permanent Resident (LPR) Status, which is a list of federally accepted documents you may use to verify applicant citizenship.**

E. INCOME GUIDELINES

A household's total gross **countable income** shall mirror the income documentation guidelines of the LIHEAP program in the state of Arizona.

2014-15 FEDERAL POVERTY INCOME GUIDELINES

MONTHLY INCOME

FAMILY SIZE	200% OF POVERTY
1	*$1,945*
2	*$2,622*
3	*$3,298*
4	*$3,975*
5	*$4,652*
6	*$5,328*
7	*$6,005*
8	*$6,682*
For Each Additional Household Member Add:	***$677***

Figures derived from information dated Thursday, January 24, 2014 of the Federal Register, U.S. Department of Health and Human Services, and Office of the Secretary.

NOTE: Income limits are published annually by the Department of Health and Human Services in the Federal Register. The Poverty Guideline Chart is updated prior to July 1, of each state fiscal year.

F. APPLICATION FORM

The Agency will utilize current intake process and resources which may include but are not limited to the EN005 Application the Home Energy Assistance Fund Grants Management System (GMS) or DES approved application form.

The original copy of the application will be kept with the client's file included with the supporting documentation. The client will be provided with record of application and receipt of assistance.

Agencies administering the program will complete applications for benefits at sites that are geographically accessible to all households in the areas to be served.

Agencies will provide low-income individuals who are physically infirm, the means to submit an application without leaving their residences.

1. ENOO5 Application, GMS System, or DES approved application form.
2. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
3. Documentation on EN005 application and verification of crisis reason in client file.

G. INTERVIEW PROCESS

Agencies are responsible for the application process. This includes but is not limited to:

1. Client Interview
2. Application Completion
3. Documentation
4. Verification
5. Checking for prior URRD assistance within the service area
6. Eligibility Determination.

H. VERIFICATION, DOCUMENTATION AND DECLARATORY STATEMENTS

Each decision of eligibility or ineligibility for URRD benefits must be supported by facts in the applicant's case file. Verification, documentation, and declaratory statements are crucial in completing an application. It allows the worker to collect and support all pertinent information and statements regarding the eligibility of the application.

I. CASE FILE

URRD applications are not submitted to ACAA - **however** the applicant's case file must be maintained at the community agency. The case file must contain the following:

1. A copy of the application for benefits.
2. A copy of income verification for the last 30 days including the date of application.
3. Copies of all household members' identification, social security cards, birth certificates or documentation.
4. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
5. Crisis reason must be documented on application **and** documentation supporting the crisis reason, as outlined in section **J**. **Household must meet one of the crisis reasons to be eligible.**
6. **Copies of all documentation used to verify applicant's citizenship or immigration status. Permanent Resident Cards must be photo copied front and back.**
7. **Client statement indicating in writing that** repairs or replacements have been made and/or completed.

J. CRISIS REASON

A crisis is defined as a situation in which the household has or is experiencing:

- A loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits;
- An unexpected and unplanned expense that caused lack of resources;
- A condition that endangers the health and safety of the household.

K. PERSONS INCLUDED IN THE HOUSEHOLD

A household is defined as an individual/group of individuals who occupy a single-family dwelling for whom energy is purchased in common. All persons living in the household must be included when completing the application:

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of the owner of the home or other boarders is not counted.

Note: Roommates are defined as one or more persons living in the same house paying rent to the landlord outside of the home. This should not be confused with boarders **as all income for roommates is counted**.

L. REFERRALS

When the emergent need includes assistance that cannot be provided through URRD the provider or contracted agencies must provide information about other resources and/or referral to other agencies. Documentation indicating the name of the agencies where the client was referred must be included in the client's case file.

M. POLICY CHANGES & CLARIFICATIONS

Revisions to any policies and procedures will be reviewed and approved by the Program Manager. All revisions will be sent to intake agencies to update their manuals. It will be the workers' responsibility to update their copy of the URRD Manual as revisions are received. Issues regarding policy and/or procedures must be submitted in writing.

N. MONITORING PROCESS

ACAA will be responsible for ensuring that URRD policy and procedures are being followed. ACAA will conduct application and case file reviews during monitoring visits. Any ineligible payments as a result of the monitoring process will be reimbursed to ACAA.

O. COOPERATION

Applicants must cooperate in all aspects of the application process. Applicants must complete and sign an application which includes providing requested information or verification. If the applicant refuses, the application will be denied. The CAP agency will describe the lack of cooperation in the comment section of the application.

Exhibit B **ATTACHMENT 1**

INSTRUCTIONS FOR VERIFYING CITIZENSHIP AND NON-CITIZEN LEGAL PERMANENT RESIDENT (LPR) STATUS

U.S. CITIZENSHIP

U.S. citizenship is established at birth when an applicant is born in the U.S., its territories, or possessions.

U.S. territories or possessions include any of the following:

- American Samoa
- Guam - on or after January 17, 1917
- Northern Mariana Islands – on or after November 4, 1986
- Panama Canal Zone - on or after February 26, 1904
- Puerto Rico - on or after July 1, 2010
- Swain Islands
- U.S. Virgin Islands – on or after January 17, 1917

100. VERIFICATION OF U.S. CITIZENSHIP

TO BE POTENTIALLY ELIGIBLE APPLICANTS WHO DECLARE U.S. CITIZENSHIP OR LEGAL RESIDENT STATUS MUST PROVIDE DOCUMENTATION FOR VERIFYING, WITH THE FOLLOWING EXCEPTIONS:

The following participants are exempt if they are receiving the following services:

- Currently receiving Social Security Disability (SSD)...
- Currently receiving Supplemental Security Income (SSI). This includes participants who move here from another state and are in the process of transferring their SSI benefits to Arizona.
- Currently receiving Medicare (g).
- Eligible in the Deemed Newborn MA category.
- Children in Foster Care assisted under title IV-B of the Social Security Act.
- Children who are recipients of Foster Care maintenance or adoption assistance payments under title IV-e.
- Children receiving adoptions subsidies.

NOTE: The participants receiving the service must provide an award letter or documentation as proof of receiving the service. Once the participant is no longer receiving the benefits that meet the exemption criteria they must then provide the proper and approved documentation as described in the section below.

.01 APPROVED DOCUMENTATION

Citizenship may be verified using ANY of the documents indicated under sections A, B, C or D immediately below:

A. PRIMARY - VERIFICATION DOCUMENTS

1. A birth certificate showing birth in the U.S., its territories or possessions. Birth Certificates issued from Puerto Rico must be issued on or after July 01, 2010. (See policy clarification #010-01).
2. Certificate of Birth issued by the Department of State (FS-545 or DPS-1350).
3. U.S. Passport current or expired, except limited passports which are issued for periods of less than 5 years.
4. U.S. Passport Card issued by the United States Citizenship and Immigration Services (USCIS).
5. Certificate of Naturalization (N-550 or N-570).
6. Certificate of U.S. Citizenship (N-560 or N-561).
7. Report of Birth Abroad of a U.S. Citizen (FS-240) issued by the U.S. State Department.
8. U.S. Consular officer's statement.
9. A United States Citizen Identification Card (I-197).
10. Northern Mariana Identification Card (I-873).
11. A tribal enrollment card or Certificate of Indian Blood issued by a federally recognized Indian Tribe that shows that the person is enrolled or affiliated with that tribe.
12. American Indian Card (I-872) issued by USCIS with the classification code KIC.

B. SECONDARY - VERIFICATION DOCUMENTS

1. An identification card for use of Resident Citizen (I-179).
2. U.S. Census record that shows the applicant's name and a U.S. place of birth and the date of birth or age of the participant.
3. Religious record created within three months after birth, showing the participant's date of birth, OR the participant's age when the record was made. It must indicate a place of birth in the U.S., Territories, or Possessions. (See U.S. Citizenship on page 1)
4. Proof of employment as a U.S. government civil servant before June 1, 1976
5. Early school records, showing the date of admission, the child's date and place of birth and the names and places of birth of the parents.
6. Adoption finalization papers showing the child's name and place of birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1). (When adoption is not finalized and the State will not release a birth certificate prior to final adoption, a statement from a state approved adoption agency containing the child's name and place of birth may be used. The source of information must be an original birth certificate and must be indicated in the statement).

C. When none of the primary or secondary documents are available, accept any other document that establishes a U.S. place of birth or in some way indicates U.S. Citizenship. These include the following:

1. Certificates of Live Birth signed by a hospital official and parent
2. Medical records created at least five years before applying for services that list a U.S. place of birth. For children under age 16 the document must be created near the time of birth OR five years prior to the application date. These include: hospital wrist bands, crib cards, or yellow copies of hospital birth certificates indicating birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1).
3. American Indian Census Records
4. Verification from the U.S. Citizenship and Immigration Services (USCIS). **This documentation <u>CANNOT</u> be expired.**
5. Verification from the Social Security Administration, e.g. award letter.
6. Verification sent directly to the agency from a local, state or federal bureau of vital records office
7. Legal records showing the applicant's name and place of birth in the U.S., its territories or possessions.
8. Department of Homeland Security (DHS), Verification Information System (VIS) response that validates U.S. Citizenship.
9. Online data match screen print with the Arizona Department of Vital Records through the AHCCCS Citizenship Verification System
10. Military papers: When verifying military service criteria, the following apply:

    - An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers.
    - Verify active duty status with an original or notarized copy of the applicant's current orders or a military ID card (DD form 2(active)).
    - A spouse or unwed dependent child of a veteran or active duty noncitizen must provide a document to verify relationship along with military verification requirements.
    - A stepchild living with the stepparent must provide documents to verify relationship along with military verification requirements.

11. Marriage certificate showing marriage to a U.S. male citizen before September 22, 1922
12. Life, health or other insurance record, created at least five years before the application date. Record must indicate a place of birth in the U.S.
13. State census records that show the participant's name, a U.S. place of birth, and the date of birth or age of the participant.
14. Tribal census records for the Navajo or Seneca tribes. The records must be created at least five years before the application and list a U.S. place of birth.
15. An official notification of birth registration from a U.S. State's Department of Vital Statistics.
16. An amended U.S. public birth record that is amended more than five years from the applicant's birth.
17. A statement signed by the physician or midwife who was in attendance at the time of birth
18. The roll of Alaska Natives from the Bureau of Indian Affairs.
19. A **<u>current</u>** decision letter from the ADES/Family Assistance Administration

that demonstrates eligibility for the Food Stamp or Cash Assistance Programs. The award letter must list the Low Income Home Energy Assistance Program (LIHEAP) applicant as an eligible member of the household and for Short Term Crisis Services (STCS) Program the qualifying child must be listed as an eligible member of the household.

D. When the applicant cannot obtain the Primary or Secondary forms of verification they may provide an Affidavit Attesting Citizenship. An Affidavit Attesting Citizenship must meet all of the following requirements:

1. Be completed by a U.S. Citizen who is knowledgeable about the participant's circumstances.
2. Be signed by a U.S. Citizen that is not a member of the household.
3. Be approved by the Case Manager Supervisor.
4. Document the reason for using the affidavit form.

.02 ACCEPTABLE COPIES

Only original or un-tampered copies of required documents are acceptable for verifying citizenship.

Determining Non-citizen Status
To determine non-citizen status, complete the following:

Ask the applicant for their USCIS documentation. When the applicant states they do not have documentation, do not question the participant further regarding their status.

When the document is provided, compare the document to the documents listed on pages 5 through 12. If the document is one of the qualified non-citizen documents, the non-citizen has a qualified status.

A nonqualified non-citizen, who is residing in the United States without the knowledge or permission of USCIS, may do one of the following:

- Voluntarily self declare that they are residing in the U.S. illegally or
- Provide Immigrations and Customs Enforcement (ICE) documents verifying violation of USCIS law.

When either of these occurs, follow your agency's process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE).

200 VERIFICATION OF QUALIFIED NON-CITIZENS

.01 QUALIFIED NON-CITIZEN CATEGORIES

Applicants, who state they are Non-Citizen Legal Residents, must meet at least one of the categories set forth immediately below:

A. LAWFUL PERMANENT RESIDENT (LPR)

A lawful permanent resident (LPR) is admitted into the U.S. for permanent residence under the Immigration and Nationality Act (INA). This Non-Citizen Legal Resident is potentially eligible for services when they meet any of the following:

1) They have been continuously lawfully residing in the U.S. and their date of entry is five years in the past or more
2) They entered the U.S. as a Non-Citizen Legal Resident eligible for benefits in another qualified category prior to becoming an LPR
3) They have a military connection
4) They are American Indians born in Canada who possess at least 50 per centum of American Indian Blood. These Non-Citizen Legal Residents are recognized as LPR.

These applicants normally have one of the following USCIS documents **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):**

1. I-551- Resident Alien Card (Eligible for Benefits)

2. I-151- Alien Registration Receipt Card (Eligible for Benefits)

3. I-194- or unexpired passport with the words: Processed for I-551 **Temporary Evidence of Lawful Permanent Residence. Valid Until (Date). With the following Stamp/Annotations of Law**

a) Adjustment Admission Stamp – Eligible when any of the following sections of law are indicated: 203(a)(7); 207;208;212(d)(5); 243(h)(with a Prucol determination);

b) Non-Specific Admission Stamp – Eligible when the form is noted with an I-551 eligible status code

c) Parole Admission Stamp – Eligible when the period of parole is for at least one year as verified on the stamp

d) Replacement Admission Stamp – Eligible when the stamp displays an I-551 eligible Status Code

e) Temporary I-551 Admission Stamp – Eligible when the key phrase reads one of the following: "Admission for Permanent Residence at
   a. D" or "Processed for I-551 Temporary evidence of admission for Permanent Residence" and displays one of the following Status Codes: AM1; -2; -3; -6; -7; -8;

B. ASYLEE - An asylee is an individual who has been granted protection and immunity from extradition by USCIS. These applicants normally have one of the following USCIS documents **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)**:

1. I-94 with one of the following:
   A stamp showing grant of asylum under Section 208 of the INA to include:
   a. AS1 - Eligible for benefits
   b. AS2 - Eligible for benefits
   c. AS3V92 - Eligible for benefits

C. BATTERED NON-CITIZEN

A battered Non-citizen is an individual who has suffered abuse or extreme cruelty while living in the U.S. Battered nonqualified noncitizens may become qualified Non-Citizens when they have suffered abuse from any of the following:

- a parent,
- a spouse
- a relative of the parent or spouse who resides in the same home as the battered noncitizen.

- In order for the Non-Citizen to be eligible under this category, they must meet **ALL** of the following:

1. Possess appropriate USCIS status
2. Abuse occurred in the U.S.
3. The abusive person was a U.S. Citizen or Lawful Permanent Resident (LPR).

4. The abused individual is no longer residing with the batterer

D. CUBAN OR HAITIAN ENTRANT

A Cuban or Haitian entrant is an individual who has fled to the U.S. from either Cuba or Haiti to escape oppression or persecution.

These applicants normally have the following USCIS document:
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)

1. I-94 with the words: CUBAN/HAITIAN ENTRANT UNDER 212(D) OF THE INA (Eligible for Benefits)

NOTE: Haitian nationals who resided in the United States on January 12, 2010, were granted Temporary Protected Status (TPS), due to the earthquake in their country. TPS does not satisfy qualified non-citizenship eligibility criteria. Therefore they are not eligible for benefits unless they meet other qualifying criteria.

E. NON-CITIZEN WHOSE DEPORTATION IS WITHHELD

A Non-Citizen Legal Resident whose deportation is withheld is a Non-Citizen whose continued presence in the U.S. is required by the U.S. government. A Non-Citizen Legal Resident whose deportation is withheld is potentially eligible for services for a period of seven years from the date of the judge's orders.

These applicants normally have one of the following USCIS documents **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)**:

I-94 – with an order from an immigration Judge showing one of the following:

- Deportation withheld under 243(h) of the INA
- Removal withheld under 241(b)(3) of the INA

F. INDEFINITE DETAINEE

Indefinite detention status pertains to Non-Citizens who have served their time for a criminal conviction and have been given formal orders to leave the U.S. Indefinite Detainee status is granted by USCIS when the Non-Citizen is allowed to indefinitely remain the U.S. because neither their home country, nor any other country will accept them.

An Indefinite Detainee applicant can be identified by an Order of Supervision (I-220B) USCIS form that should include both of the following:

- The applicant's alien registration number.
- A notation regarding U.S. exclusion, deportation, or removal.

Indefinite Detainee applicants may also have an Employment Authorization Document (I-688B) USCIS form showing 274a.12(c) (18). The agency should obtain as much of the following information as possible from the applicant:

1. Name and Date of Birth
2. Alien Registration Number
3. Social Security Number
4. Home Country
5. I-94 Card Number
6. Parent's Names
7. Driver's License Number
8. Copies of ANY immigration documents (I-220B, I-688B, etc.)

- The agency should call the Office of Refugee Resettlement (ORR) to request an Indefinite Detainee eligibility determination and inform ORR that the collected information will be faxed.
- The agency should fax the information collected from the applicant to ORR. The FAX must include the name, telephone number, and FAX number of the person requesting information.
- The agency should document all action taken and the dates made.
- The agency should not approve or disqualify the Non-Citizen Legal Resident during this period. The agency should hold the application pending detainee status confirmation from ORR.
- ORR will submit the faxed information to USCIS and will notify the person requesting the information on the applicant's status and eligibility by FAX.

G. NON-CITIZEN PAROLED INTO THE U.S.

A parolee is an individual who has been granted lawful temporary residency in the U.S. by USCIS for humanitarian reasons, or the public benefit. The parolee status must be **BOTH** of the following:

- Granted status of at least one year.
- Granted under 212(d)5(A) of the Immigration and Naturalization Act.

Parolees must also meet the continuous residency requirements to be eligible for services (See page 10).

1. I-94 - with PAROLE PURSUANT TO SECTION 212(d) (5) on the front. The form must not be expired and the expiration date must be at least one year after the issue date. Both dates are documented on the form.

H. REFUGEE OR AMERASIAN

A Refugee or Amerasian is an individual who has fled their country to escape invasion, oppression, or persecution. A Refugee or Amerasian is admitted into the U.S. under Section 207 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have one of the following USCIS **documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)**:

I-94 – endorsed to show entry as a refugee under Section 207 of the INA or entry as an Amerasian OR noted with one of the following Status Codes: NP2 - 7; P2 –6, -7, -71; RE7 –8; Z2; (Eligible for Benefits)

I. VICTIM OF SEVERE HUMAN TRAFFICKING

A victim of severe human trafficking is admitted onto the U.S. under the Trafficking Victims Protection Act (TVPA) of 2000. This Non-Citizen Legal Resident is potentially eligible for services for a period of seven years from the date that their status is granted. These applicants normally have one of the following USCIS documents **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)**:

1. I-797, Notice of Action annotated with one of the following T Visa or Derivative T Visa class of admission codes: T-1, T-2, T-3, T-4, and T-5.

J. SPECIAL IMMIGRANT VISA HOLDER

Special Immigrant Visa (SIV) holders are individuals who enter the U.S. under a special visa issued by USCIS to Iraqi and Afghani citizens. These visas entitle the noncitizen to the same benefits and services as refugees.

K. AMERICAN INDIANS BORN OUTSIDE OF THE UNITED STATES

An American Indian born in Canada and not enrolled in a federally recognized tribe may be considered as a Lawful Permanent Resident (LPR), they must meet **BOTH** of the following:

- Possess at least 50% American Indian blood
- Established residency in the U.S.

These noncitizens usually have USCIS form I-181.

B. NON-SPONSORED LAWFUL PERMANENT RESIDENT

A non-sponsored Lawful Permanent Resident (LPR) is a noncitizen given permission to permanently live and work in the U.S. and has not been sponsored through USCIS by an individual or an organization. A non-sponsored LPR must meet at least **ONE** of the additional requirements listed below:

01. Five years of Lawful Residency:
To meet the five year requirement, a Lawful Permanent Resident (LPR) must have been continuously living in the U.S. as an LPR for five years or more.

02. Prior Qualified Status
To meet the qualified status, a Lawful Permanent Resident (LPR) must have entered the U.S. in a temporary qualified status.

03. Military Connection
Non-Citizens who meet both of the following criteria are potentially eligible for benefits, regardless of their date of entry:

a. They are a qualified Non-Citizen
b. They meet one of the following military service criteria:

01. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers.
02. To verify the active duty status an original or notarized copy of the applicant's current orders or a military ID card (DD form 2 (active)) may be used.
03. Only full-time Air Force, Army, Navy, Marine, or Coast Guard is eligible. Any Reserve or National Guard duty is excluded.
04. A spouse or unwed dependent child of a veteran or active duty alien must provide a document to verify relationship along with military verification requirements listed below:
    - Is legally married to the veteran or person on active duty
    - Is legally separated form the veteran or person on active duty
    - Is a widowed spouse of the veteran or person on active duty and has not remarried

NOTE: The applicant remains eligible regardless of whether they are living together or apart; the veteran or active duty person can be a U.S. Citizen or a Non-Citizen Legal Resident.

04. Continuous Residency
These noncitizens must provide documentation that indicates they have been residing in the U.S. continuously since August 22, 1996.

There must be no absences longer than 30 continuous days. The total of all absences must be fewer than 90 days from the time the noncitizen entered the U.S. up to the date their status (LPR, parolee, or battered) status was approved.

When it has been determined there is potential eligibility for the qualified noncitizen, the noncitizen must provide **BOTH** of the following:

1. A written statement. The statement must include both of the following:

   A. The date the noncitizen arrived in the U.S.
   B. All absences from the U.S. from the arrival date until the date the LPR, parolee, or battered noncitizen status was approved.

2. Documentation to support the statement of the qualified noncitizen that they reside in the U.S. and have continuously resided in the U.S. since PRIOR to August 22, 1996. Several documents may be required to support the presence of the noncitizen in the U.S. The documentation may include, but are not limited to, the following:
   * Driver's license
   * Motor vehicle title(s) that lists the noncitizen
   * Rent or lease receipts or agreements that list the noncitizen
   * Mortgage records
   * Church records
   * School records for children that list the noncitizen
   * Income tax returns
   * Medical records
   * Statement from doctors indicating time frames the noncitizen as treated
   * Statement from clergy
   * Attorney records
   * USCIS records
   * Employment records

300. NON-CITIZEN ALIEN IDENTIFICATION CARDS

This section identifies alien ID cards that applicants may provide to determine whether they meet one of the qualified non-citizen requirements to receive benefits. **(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED).**

.01 ALIEN IDENTIFICATION CARDS

The eligible ID cards listed in this section are as follows:

a. I-94 Arrival/Departure Record:
1-94 admission stamp used, section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

b. I-94 Parole Edition:
1-94 admission stamp used; section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

c. I-151 Alien Registration Card:
The I-151 is the original green card. Many however were printed on blue paper; several versions of this card exist. Applicants must also meet qualified Non-Citizen Legal Resident Status criteria identified in Section II-A.

d. I-551 Permanent Resident Card

e. Visa Stamps in Foreign Passports – Eligible when all of the following occur:

- The Visa is stamped "Processed for I-551, temporary Evidence of Lawful Admission for Permanent Residence".
- Neither the Visa NOR the passport have expired. The passport's expiration date is normally found on the same page as the person's photograph.

NOTE: Applicants, who have expired, lost or otherwise cannot locate their immigration documents from USCIS are responsible for contacting USCIS for replacement documents.

NOTE: Qualified Non-Citizen Legal Residents may have documents described as eligible; Case Managers must examine documents to establish their expiration date and cannot accept expired documents.

400 AFFIDAVIT THAT DOCUMENT(S) IS/ARE TRUE

.01 An eligible applicant must execute a sworn affidavit **(see Exhibit IV)** stating that the documentation provided as listed on this document during the verification process is/are true.

i. Contractors who determine eligibility for these programs will be required to ensure that a sworn affidavit is obtained in a way that does not delay the eligibility determination process, or add cost to the process for the applicant.

ii. Eligible applicants are exempt from providing an affidavit only if they are 60 years of age or older, if they are Tribal Members, or if they are disabled or have an incapacity of the body or mind which makes them unable to supply such affirmation

iii. Contractors will establish their own process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE) and are advised to consult with legal counsel or ICE for further guidance.

400. NON-CITIZENS - INELIGIBLE CARDS

Consider the following Non-Citizens as Non-Qualified. Documents include, but are not limited to the following:

1. Any alien ID cards that are expired.
2. 1-181a – Memorandum of creation of record of lawful permanent residence
3. I-184-Crewman Landing Permit
4. I-185-Nonresident Alien Canadian Border Crossing Card
5. I-186 – Nonresident Mexican Border Crossing Card
6. I-444-Mexican Border Visitor Permit
7. I-586-Nonresident Alien Border Crossing Card
8. I-688A – Employment Authorization – This is the first card issued to noncitizens living in the U.S. under the Amnesty Program of the Immigration Reform and Control Act of 1986.
9. I-688 -Temporary Resident - this is the second card issued to non-citizens under the Amnesty Program of the Immigration Reform and Control Act of 1986.
10. I-688B-Employment Authorization – Noncitizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the noncitizen's status.
11. I-689 Fee Receipt
12. I-766-Employment Authorization – This card was introduced in 1997. Noncitizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the noncitizen's status.
13. DSP150 Border Crossing Card – This card was introduced in 1998.
14. Student Visa

Exhibit C

Southwest Gas Low Income Bill Assistance Guidelines
July 1, 2014 – June 30, 2015

Scope of work:
The Southwest Gas Bill Assistance funds will be used to pay Southwest Gas bills (including deposits) for income-qualified customers in crisis situations.

Crisis situations will include:

- Sudden loss of income
- Unexpected expense that results in an inability to pay
- At risk of endangering health by not utilizing necessary appliances such as furnace or water heater.

Customer Qualifications:

- Have the Southwest Gas account in their name or apply for assistance by named proxy
- Be facing a hardship
- Have a household income equal to or less than **150%** of the current Federal Poverty Income Guidelines (FPIG)
- Have not received assistance funds from Southwest Gas Low Income Energy Conservation Bill Assistance Program during the past 12 months.

Client Intake Processes:

- Please refer to the Home Energy Assistance Fund Policy Manual for polices on client intake.

Client Verification and Documentation:

- Please refer to the Home Energy Assistance Fund Policy Manual addendum on Verification and Documentation for guidance on client verification processes.
- Verification of citizenship not applicable for this fund source.

Grant Maximum:

$400 per household per 12 month period.

Note: Twenty-five percent (25%) of your total allocation is allowed for deposits. For example, if your agency receives $6,000 you are allowed to use only $1,500 for deposits and the rest ($4,500) on utility usage.

Funding

- The allocation must be expended by the end of the contract period.
- Assistance will only be given in the form of credits to the household's account in the form of a funds transfer to Southwest Gas.

Record Keeping

Contractor will be required to gather and maintain the following records to properly administer the program:

- Household Information including but not limited to:
  - Name
  - Address
  - Phone Number
  - Number in household
  - Income verification of all household income
- Copy of latest bill
- Explanation (only) of crisis documented on the application
- Amount of assistance provided to each household

Reporting

Contractor is required to report their activities on the 15th of the month following the last day of business in the previous month or as requested by ACAA. Client activity will be submitted to ACAA through the GMS integration routine. Supplemental client information may be requested as needed.

Exhibit D

Home Energy
Assistance Fund
Aid. Educate. Conserve.

Arizona Community Action Association
Home Energy Assistance Fund
SFY-2015

Policy Manual

July 1, 2014 – June 30, 2015

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Mission

The Home Energy Assistance Fund develops and coordinates resources through education, advocacy, financial assistance and partnerships to help Arizona families meet their basic energy needs and move toward economic stability.

Purpose and Principles

The ACAA Home Energy Assistance Fund, also referred to as the "Fund", has been established to provide assistance to Arizona households needing assistance in managing their energy burdens. The tenets of the program include:

- Crisis prevention – to guard against disconnection, to facilitate or to establish reconnection of natural gas, electric services, and other non regulated fuel sources;
- Be an adjunct to currently existing energy assistance resources;
- Be a "hand up" not a "hand out";
- Empower administering agencies with the discretion to assist families as needed.

Household Eligibility

An Eligible Applicant

The applicant must be an adult household member. The applicant must provide verification of household membership. Verification includes but is not limited to: driver's license with household address, a post office marked document, or an authorized statement from a third party such as a bank statement.

If the applicant is not a member of the household, in order to apply for assistance, s/he must show evidence of a Power of Attorney or a notarized statement, or any other acceptable document authorizing him/her to represent the household.

Relatives of Applicants

Intake workers are not permitted to complete applications for their own relatives to the first-cousin level including step and in-law relatives. Specifically parents, siblings, spouses, aunts, and uncles are to be interviewed by another intake worker, the Program Manager/Supervisor or Director. Upon request, and when possible, Home Energy Assistance Fund staff may provide application intake.

Agency Employees or Other Employees of Sub-Contracted Entity, as Applicants

Agency employees and/or other employees of the sub-contracted entity shall not be denied the right to apply for and receive services due to their employment with the sub-contracted entity.

These individuals or members of their households may apply for assistance. Application intake for an Agency employee must be conducted, eligibility determined, and authorized by the next level of supervision. Upon special request, and if available, a Home Energy Assistance Fund staff member may provide the intake of an application.

Services to Native Americans Living on Reservation

Agencies will provide Home Energy Assistance Fund bill assistance services to Native Americans living on tribal reservations. The amount of funding to be used to serve families living on reservation is to be no less than the proportion of all Native Americans living on reservation within their respective service territory. Agencies are responsible for managing the outreach and referral processes in order to serve this population.

Income Eligibility

Household income level will be limited to 200% FPIG[1]. Refer to the **Determining Household Income** section of the Policy Manual for methods in determining the household income.

Utility Status

Applicants with a delinquent account[2], a disconnect notice or who are without utility service are eligible for assistance. Intake workers have the discretion to extend special consideration for assistance to households demonstrating hardship and have a past due notice or a large outstanding balance. Applicants are not required to be the customer or record but must provide verification of the relationship between the utility services address and the applicant residential address.

Definition of Crisis

It is the intake worker's responsibility to determine the crisis reason and its relationship to the client's current need for services. The crisis reason **may** be supported with the necessary documentation and/or verification when applicable.

Crisis Reasons[3]:

1. Loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits.
2. Unexpected and/or unplanned expenses that caused lack of resources.
3. A condition that endangers the health and safety of the household.

Sincere Effort to Pay

Applicants are expected to have demonstrated an effort of payment over the prior 90 days, but it is not required. There is no minimum dollar amount required to demonstrate effort of payment.

Housing Status

Assistance may be provided for individual residential utility accounts. Assistance may also be granted if utilities are included with rent if proper verification is provided[4].

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[1] Applicants over the 200% FPIG income guideline could qualify based on demonstration of need

[2] An account that is one or more days past due and current charges are eligible

[3] Refer to the Glossary of Terms for detailed examples of crisis reasons

Energy Burden

The household Energy Burden will also be used to determine eligibility for a grant. The energy Burden is determined by dividing the household's one month utility costs by the last 30 days of income. Refer to the **Determining Energy Burden** section of the Policy Manual for a detailed process.

Grants Approvals

Grant Amounts

The total assistance possible is a maximum of $500. Payment(s) may include current and past due amounts including late charges, deposits, and reestablishment fees.

M-Power® and Other Prepay Energy Sources

The energy burden for SRP M-Power® customers and other cash-based energy resources will be the same as described in the **Determining Energy Burden** section. **A history of purchases from the vendor will be required to show purchases made in the past 30 days**. The client also may be required to present any purchase receipts that might fall between the usage statement and the time of the application. Specific to SRP M-Power® customers, it will be important to identify if the client has any debt on the account and what percentage of the purchases made have been applied to the debt and applied to the forward balance to determine an accurate energy burden.

The use of the funds, not to exceed $500, will be used to eliminate any debt on the account and then to alleviate the crisis. The intake worker may determine the amount needed to sustain the utility for the household until the next source of income or from an evaluation of the current energy burden[5]. The intake worker may also take into consideration other past usage and the weather at that time to determine the grant amount. It is important to communicate to the utility vendor what portion of the grant will be applied to the debt and what portion will be applied to the forward balance.

If the debt on the account exceeds $500, the forward balance and amount to pay off the debt can be determined by working backwards. First determine the forward balance needed to alleviate the crisis and then the remaining money available will be applied to the debt.

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[4] Evidence may include a copy of the lease or a note from the landlord.

[5] Forward balance cannot not exceed 150% of the current energy burden.

Example 1:

MPower customer

Back balance = $150
30 day need = $100
Payback percentage required by SRP: 40%
Total grant: $250
The case log must note that $150 is earmarked for balance payoff. Otherwise, the $250 will automatically be posted with 60% going to purchase ($150) and 40% going to payoff ($100), leaving $50 in arrears.

Example 2

Back balance = $700
30 day need = $120
Payback percentage: 40%
Total grant: $500
Case log should note that $120 goes to present purchase with remaining $320 to be applied to back balance. Otherwise, the $500 will automatically be posted with 60% going to purchase ($300) and 40% going to payoff ($200).

Grant Frequency

A grant may be awarded to an eligible household one time per a 12 month period. The 12 month period is based on the date of the last approved application. An applicant that was determined ineligible may reapply at a later date.

Assistance Available

The Fund will pay for heating and cooling sources of: electric, gas, propane, oil, wood, coal, and pellets. Assistance can also be provided to renters whose utilities are included in the rent and the failure to make the rent payment threatens utility service.

Multiple Accounts

If a crisis is presented with more than one utility, the grant may be split between the account(s) in crisis[6].

Grants pay for:

Account arrearages

The grant amount cannot exceed the total amount owed on the account(s)[7].

[6] For example a gas and electric account

[7] Exceptions may apply to clients with M-Power utility accounts

Security Deposit
Security deposits will be made only in the name of the adult in the household.

Current Account Charges
Late Fees
Service Establishment and Reconnect Fees

Decision Notice

The Agency **will provide written notice to the applicant of approval and/or denial of assistance.** The written notice may be hand delivered or mailed in English and/or Spanish. The notice will provide grant amount(s) and/or reason for denial.

Other Utility Assistance Programs

When possible, the agencies are encouraged to access other sources of funding to alleviate the crisis. The Fund also intends to reach households whose income falls outside of the boundaries of more income-restricted funds such as LIHEAP. If necessary, the Fund may be combined with other funding sources to prevent the crisis.

Payments Made to Ineligible Households

If assistance has been provided to an ineligible household due to; intake worker error, no funds available when grant was promised, or the client was found ineligible after payment, the payment guarantee will be honored and the intake agency will be responsible for repaying the award from its agency funds other than Home Energy Assistance Fund monies. The Agency has the right to appeal repayment to ACAA.

Fraudulent Information

If a client has been found to be fraudulent in his/her application and the payment has not been sent to the utility, the payment will be stopped and the client appropriately informed.

Determining Household Income

Countable Income

All countable income for each household member will be considered in determining eligibility for the Fund. The gross amount of countable income prior to deductions will be counted unless otherwise specified. Income will be counted for the month that it was intended[8]. Income will be included from the 30 days prior to the date of application.

Sources of countable income:

A. Earned Income: employment, self employment[9]
B. Benefit income: SSA, SSI, TANF-CA, VA, UI, GA,

[8] A SSI check received on May 30 that is intended for the month of April will be counted as income in April.

[9] Net income will be counted (Gross income less business related expenses)

C. Pensions
D. Worker's Compensation
E. Child Support
F. Work Study
G. Other Unearned Income: rental income, and endowments or legal settlements.
H. Indian Gaming Commissions

Excluded Income

A. Food Stamps
B. Medicare
C. WIC
D. AmeriCorps Stipend
E. Earned income of a child that is 16 or 17 years of age and is a full time student
F. Earned income of a child under 16 years of age
G. Cash gifts
H. Insurance Payments
I. IDA Accounts

Individuals Whose Income Must Be Counted

Any income of a household member age 18 and older will be counted, including ineligible household members. Income for all persons ages 16 and 17, **who do not attend school full time,** will be counted.

Individuals Whose Income Will Not Be Counted

A. Income for persons ages 16 and 17 who attend school full time is not counted.
B. In cases of domestic violence, the income and resources of the abuser are not counted as long as the client does not have access to his/her income and resources, or the abuser's income and resources.

Household Members

Each person living in the home is considered a household member. Income and eligibility will be determined based on the entire household. Exceptions to household members are "boarders"[10]. Roommates' income is treated as one household entity [11]. Refer to the Glossary for detail explanations of 'boarders' and 'roommates'.

[10] Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the same house. Income of the owner of the home and the boarder is not treated as one household. Boarders cannot be related by blood or law.

[11] Roommates are one or more persons living in the same house paying rent to the landlord outside of the home. Income for each roommate is included as the household income as one entity.

2014– 2015 Federal Poverty Income Guidelines

Effective July 1, 2014 – June 30, 2015

Federal Poverty Income Guidelines - Monthly Allowable Household Income		
Percent of Poverty Household size	150%	200%
1	1,459	1,945
2	1,966	2,622
3	2,474	3,298
4	2,981	3,975
5	3,489	4,652
6	3,996	5,328
7	4,504	6,005
8	5,011	6,682
For each additional member add:	$508	$677

Determining Household Energy Burdens

Energy Burden is determined by dividing the household's one-month utility costs by the last 30 days of income.

Example:
Past 30 days of household income: $1,000
One-month current electric bill: $45, one-month current gas bill: $50 = $95

$95/$1,000 = 9.5% Energy Burden

If the applicant has more than one utility source, all utility source costs will be combined to determine the energy burden even though the applicant may only present a crisis on one account. In case the current utility cost cannot be obtained, a standard cost of $200 will be substituted in determining the energy burden. For electric and gas, a current one month bill can be obtained by calling the utility company.

An energy burden for non-regulated fuel sources such as wood, oil, coal and pellets can be determined by figuring the cost of the fuel from two consecutive purchase receipts. The 30 day fuel cost can be determined by dividing the total cost of the first purchase by the number of days between the first and the second purchases. If the fuel cost cannot be obtained, a standard cost of $200 may be substituted.

Example:
Propane receipt 1 dated 1/10/07
Cost: $300

Quantity: 100 gallons

Propane receipt 2 dated 4/10/07
Cost: $250
Quantity: 100 gallons

Date of Application: 7/10/07
Cost per day = $300 / 90 days = $3.33
30 day energy cost = $3.33 * 30 = $99.99

Household income: $1,000
30 day energy cost: $99.99
$99.99/$1,000 = 9.9% Energy Burden

When an applicant's rent includes the utility cost and that cost is not specified in the lease agreement, a $200 standard cost will be used in determining the energy burden. To demonstrate crisis, the renter must provide evidence of delinquent rent through a notice from the landlord. The intake worker must receive assurance from the landlord that the renter will not be evicted and that the grant will be applied appropriately to the renter's account.

Verification and Documentation

The applicant has the primary responsibility for providing all required verification. In situations where it is difficult for the applicant to obtain verification needed to complete the eligibility determination, the partnering agency will offer assistance in obtaining the verification.

Depending on funding source, there may be different eligibility guidelines.

For the Home Energy Assistance Fund Program and the Utility, Repair, Replacement, and Deposit Program only, please utilize the following exhibit (attached to your contract): Verifying Citizenship and Non-Citizen Legal Permanent Resident Status. This is attached for further guidance on determining applicant's citizen and non-citizen status.

Maintaining Client Records

The partnering agency is required to maintain supporting financial records, documentation and statistical records for three (3) years.

Policy Changes and Clarifications

Revisions to any policies and procedures will be reviewed and approved by the ACAA Home Energy Assistance Fund Advisory Board and the ACAA Board of Directors. All revisions will be sent to administering agencies to update their manuals. As revisions are received it will be the staff's responsibility to update their copy of the Home Energy Assistance Fund Policy Manual. Issues regarding policy and/or procedures must be submitted in writing.

Monitoring Process

The Agency will be responsible for ensuring that the Fund policies and procedures are being followed. The Home Energy Assistance Fund staff will conduct application and case file reviews during monitoring visits.

Cooperation

Applicants must cooperate in all aspects of the application process. Applicants must provide requested information or verification and complete and sign an application. If the applicant refuses, the application will be denied. The partnering agency should document the lack of cooperation by the applicant for proper notation in refusal of assistance.

Confidentiality

Public law and federal regulations place restrictions on the release of confidential information, and set guidelines for the disclosure of non-confidential materials. All applications, records, files and communications of the Fund and its partners, relating to specific applicants for assistance and recipients of services funded by the Fund, are confidential records.

All information, regarding an applicant or recipient, is confidential and may be disclosed only for purposes of determining eligibility, providing services, or investigating suspected fraud in connection with the program. Applicants authorize access to their records by signing the application. Anyone not authorized on the application must have the applicant's written approval to access information.

Information that can be exchanged must pertain to the eligibility of the applicant, and excludes items that do not address eligibility, i.e., personal details. Inappropriate disclosure of information can result in severe disciplinary action, or could result in the suspension of the partnering agreement.

Access to information by inappropriate, unauthorized individuals or parties shall be considered a violation of the individual's right to confidentiality. Care should be taken to secure all files in the office so that unauthorized personnel do not have access to them. All records shall be open to any and all federal, state, and contractor auditors and/or examiners in the course of their regular audits.

General information, policy statements, or statistical materials which cannot be directly identified with any individual or family are not considered confidential. They may be given to, or provided by: agencies, helping organizations, or contracted parties, unless restricted by Arizona statutes, federal regulations, or court orders.

Non Discrimination Policy

In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 12250, no individual in Arizona shall be excluded from participation in, denied benefits or subjected to

discrimination under any program or activity receiving Federal funds, because of: race, color, national origin, handicap, religion, or sex.

In compliance with the Age Discrimination Act of 1975, no individual shall be denied services or participation or be subjected to discrimination in any of its programs or activities on the basis of age.

Appeals Policy

The client/agency has the right to appeal a denial of assistance or an awarded grant amount. Appeals by the client will follow the policies of the intake partner agency and will be addressed by the Home Energy Assistance Fund administrative staff.

Complaints regarding the service of the administering agency, discrimination or other issues directly related with the administering agency and staff must be addressed to the office where the application was made.

Glossary of Terms

Standard Cost
The default cost associated with the utility consumption when the actual cost is not feasible.

Boarder
Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of neither the owner of the home nor other boarders is not counted jointly. Boarders cannot be related by blood or law to the owner of the home.

Example:

> Susan and Jane live in the house that Susan owns. There is no blood or law relationship. Susan is renting a room to Jane and her two children. Jane and her two children are the boarders. Susan and Jane's income will be counted separately.

Crisis Reasons

1. **Loss of income, public assistance benefits or delay in receiving public assistance**. Examples may include but are not limited to: loss of employment, theft of income, serious illness which causes a loss of income, divorce, abandonment or death of wage earner, reduction of benefits or public assistance monies.

2. **Unexpected or unplanned expenses**. Examples may include by are not limited to: car repairs, medical bills, natural or man-made disasters, death in immediate family, court fines of a minor child.

3. **A condition that endangers the health and safety of the household**. Examples may include but are not limited to: lead poisoning, condemned property, infestation, domestic violence, asbestos, medical condition that require utility service to operate life-saving equipment such as oxygen machines, heart monitors, breathing machines, etc.

Customer of Record
The name of the person on the utility account.

Delinquent Account
An account that is one or more days past due.

Household
Consists of each person living in the home at the time of application.

Late Fees
Charges imposed by the utility company to the account due to a tardy payment to the account.

Power of Attorney
A legal document authorizing one person to act on behalf of another.

Roommates

Roommates are one or more persons living in the same house paying rent to a landlord living outside of the home. The income for each roommate is counted as the household income.

Examples:

> Linda and Donna are roommates. Donna pays rent to Linda, who has a rental agreement with a landlord living outside the home. They will be considered roommates and their income will be counted jointly.
>
> Jane and her new baby live with her Aunt Betty. Jane no longer receives child support and cannot pay her Aunt any rent money for the month of June. Because they are related, Jane is considered a roommate. Jane and Betty's income will be counted jointly.

Service Reestablishment Fees and Reconnection Fees

Charges assessed by the utility company to reestablish/reconnect service following a service disconnection due to nonpayment.

EXHIBIT E

ARIZONA PUBLIC SERVICE (APS)
CRISIS BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	APS utility bills on client's present address ONLY and must be a customer of record. **Cannot pay deposits, reconnect fees or establishment charges.** Funds can be used for Prepay purchases or Prepay outstanding balance, or households who are on the Equalizer Program.
MAXIMUM GRANT AMOUNT:	$400.00 for current and past due amounts. No credit can be given on an account. If a client is on the Equalizer Program and shows a credit on account, but is unable to pay Equalizer amount due to a crisis, they are still eligible to receive assistance if they meet eligibility criteria. If client has Prepay and has little to no funds due to a crisis and meets eligibility criteria, a credit may be given on an account. Agencies will want to be sure when making guarantees that they indicate how the funds should be applied to account.
SERVICE CODES:	UTA
PROGRAM YEAR:	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA:	Client household must be a current APS customer. Clients with disconnected accounts are NOT considered current customers. Household income for the most recent 30 days, including the date of application. **Households must be at or below 200% of the federal poverty guidelines.** All income (within the past 30 days, including the date of application) must be verified.
CRISIS:	An acceptable crisis reason must be documented on the application.
CLIENT FILES MUST CONTAIN:	1. Application for benefits. 2. Most recent APS utility bill. 3. Income verification for the most recent 30 days including application date. 4. Printed, signed copy of the GMS application.

EXHIBIT F

Arizona Community Action Association
Home Energy Assistance Fund
Federal Poverty Guidelines
FY2015 (July 1, 2014 - June 30, 2015)
Information based on the Federal Register published on January 24, 2014

	Household Size								
Percent of Poverty	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**For each additional member add:**
up to	$721	$971	$1,221	$1,473	$1,722	$1,972	$2,223	$2,473	
100%	**$973**	**$1,311**	**$1,649**	**$1,988**	**$2,326**	**$2,664**	**$3,003**	**$3,341**	**$338**
100% Annual	*$11,670*	*$15,730*	*$19,790*	*$23,850*	*$27,910*	*$31,970*	*$36,030*	*$40,090*	*$4,060*
up to	$1,218	$1,640	$2,062	$2,485	$2,908	$3,331	$3,754	$4,177	
150%	**$1,459**	**$1,966**	**$2,474**	**$2,981**	**$3,489**	**$3,996**	**$4,504**	**$5,011**	**$508**
150% Annual	*$17,505*	*$23,595*	*$29,685*	*$35,775*	*$41,865*	*$47,955*	*$54,045*	*$60,135*	*$6,096*
up to	$1,461	$1,967	$2,475	$2,982	$3,490	$3,997	$4,505	$5,012	
200%	**$1,945**	**$2,622**	**$3,298**	**$3,975**	**$4,652**	**$5,328**	**$6,005**	**$6,682**	**$677**
200% Annual	*$23,340*	*$31,460*	*$39,580*	*$47,700*	*$55,820*	*$63,940*	*$72,060*	*$80,180*	*$8,124*

updated 4/25/2014

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-2486 **Consent Agenda Item 4. C.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Submitted For: Steve Stratton, Public Works Division Director

Submitted By: Shannon Boyer, Executive Administrative Asst., Public Works Division

Department: Public Works Division

Information

Request/Subject

State of Arizona Surplus Property Program Eligibility Recertification and Records Update

Background Information

Gila County has participated in the Surplus Property Program for over eighteen years.

Evaluation

Gila County's eligibility to participate expires June 14, 2014.

Conclusion

Participation in the Program aids in helping to purchase items at lower costs than buying brand new. Authorized signers are authorized to purchase State surplus property for Gila County.

Recommendation

The Public Works Division Director recommends that Gila County be able to continue to participate in the Program.

Suggested Motion

Approval of the Chairman's signature on the State of Arizona Surplus Property Authorization and Update for Eligibility Recertification & Records Update form and the Nondiscrimination Assurance form for Gila County authorized signers to purchase State surplus property for Gila County.

Attachments

AZ Surplus Property Recertification Forms

AUTHORIZATION AND UPDATE FOR ELIGIBILITY RECERTIFICATION & RECORDS UPDATE FEDERAL SURPLUS PROPERTY PGM.	STATE OF ARIZONA SURPLUS PROPERTY MANAGEMENT OFFICE 1537 W. Jackson Street, Phoenix, AZ 85007	(AGENCY USE ONLY) DATE FORM SENT
(Please Type all information)	Tel.: (602) 542-5701 Fax: (602)379-4929	DONEE NO. 0231A

RECORD/CRT UPDATE	PERSON UPDATING RECORDS (AGENCY USE ONLY)
PUBLIC AGENCY OR LEGAL ORGANIZATION NAME: GILA COUNTY	PHONE NO. 928-425-3231 FAX NO. 928-425-7056
FACILITY ADDRESS: 1400 E. ASH STREET	CITY/STATE/ZIP CODE: GLOBE, AZ 85501
MAILING ADDRESS: 1400 E. ASH STREET, GLOBE, AZ 85501	
PERSON'S NAME AND EMAIL ADDRESS COMPLETING THIS FORM: SHANNON BOYER sboyer@gilacountyaz.gov	TITLE: EXECUTIVE ADMINISTRATIVE ASSISTANT

INSTRUCTIONS: This form is required for recertification, records update and a current list of authorized signers.

1. **REQUIREMENT OF THE BOARD RESOLUTION OR WRITTEN AUTHORIZATION:**
If a board resolution is not required to designate representatives as authorized signers for government surplus property, then by written authorization, the authorized official with the title of President, Board Chairperson, Mayor, State Agency Director, or a comparable authority an executive head of your organization may designate authorized signers on this form.

The signature of the appropriate authorized official does hereby attest authority given their authorized signers to execute the State Agency Distribution Document Invoice of Terms and Conditions established by this office and The General Services Administration: including the authority to obligate funds for the purchase of government surplus property.

AUTHORIZED OFFICIAL: MICHAEL A. PASTOR	TITLE: Chairman
SIGNATURE	DATE

2. (ALL) AUTHORIZED SIGNERS FOR GOVERNMENT SURPLUS PROPERTY: (PREVIOUSLY LISTED NAMES NOT RELISTED WILL BE DELETED)

NAME	TITLE	SIGNATURE	EMAIL ADDRESS
STEVE STRATTON	PUBLIC WORKS DIRECTOR	Steve Stratton	sstratton@gilacountyaz.gov
STEVE SANDERS	PUBLIC WORKS DEPUTY DIRECTOR	Steve Sanders	ssanders@gilacountyaz.gov
BRENT CLINE	PUBLIC WORKS ROADS/SHOP MANAGER	Brent Cline	bcline@gilacountyaz.gov
JOHN ROOT	PUBLIC WORKS FLEET EQUIP. MAINT SUPV.	John Root	jroot@gilacountyaz.gov

☐ I would like to retain our original authorized signers listed in our latest Authorization and Update Form and only add additional authorized signers(s).

☒ New or additional authorized signers exceed the space provided in this form, I have attached an addendum list.

☐ 3. REQUEST FOR INFORMATION AND/OR DOCUMENTS:

☐ NO ☐ YES A. If information and/or documents are required to accompany this form the "YES" box will be checked If Yes, refer to the enclosed instruction form.

☐ NO ☒ YES B. Does your agency or organization require a purchase order to obtain surplus property?

☒ NO ☐ YES C. Has your agency added satellite or group homes, or other educational or health programs since your last update to this office? If "YES" contact the eligibility section. Also, you will be required to submit current license of your added extension facility and provide a complete detail narrative of your facility and added programs.

D. Please list below the names and phone numbers of persons this office may contact for the following:

1. BILLING PROBLEMS: STACIE ALLISON 928-402-8777	3. UPDATING INFORMATION: JEANNIE SEROI 928-402-8612
2. COMPLIANCE VISIT: JEFF HESSENIUS 928-402-8743	4. OTHER (DESCRIBE): STEVE STRATTON 928-402-8501

If you would like certain persons within your organization to receive our Surplus Shopper, ADOT Vehicle Sales, and Surplus Public Auctions, please list their name, title and complete facility address:

1. NAME/TITLE/ADDRESS: BRENT CLINE, ROADS/SHOP MGR. 1400 E ASH STREET, GLOBE, AZ 85501	3. NAME/TITLE/ADDRESS: MIKE JOHNSON, UNDER SHERIFF 1400 E ASH STREET, GLOBE, AZ 85501
2. NAME/TITLE/ADDRESS: JOHN ROOT, FLEET/EQUIP. MAINT SUPV 1400 E ASH STREET, GLOBE, AZ 85501	4. NAME/TITLE/ADDRESS: KEITH THOMPSON, SERGEANT 1400 E ASH STREET, GLOBE AZ 85501

Forward the completed form to the attention of the Eligibility Section. If you have questions, phone (602) 542-5701.

STATE OF ARIZONA SURPLUS PROPERTY MANAGEMENT OFFICE

ADDITIONAL AUTHORIZED SIGNERS FOR GOVERNMENT SURPLUS PROPERTY FOR **GILA COUNTY**

Name	Title	Signature	E-mail Address
Robert Hickman	Facilities Mgr.		rhickman@gilacountyaz.gov
Mike Johnson	Under Sheriff		mjohnson@gilacountyaz.gov
Keith Thompson	Sergeant		kthompson@gilacountyaz.gov

PLEASE REMOVE:

Adam Shepherd

NONDISCRIMINATION ASSURANCE

LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION:

GILA COUNTY — 86-600044

Name of Organization — *Federal Tax ID#*

1400 E ASH STREET, GLOBE, AZ — 85501

Mailing Address (P.O. Box #, Street, City & State) — *Zip Code*

928-425-3231

Telephone #

GILA

County

Agrees that the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with all requirements imposed by or pursuant to the regulations of the General Services Administration (41 C.F.R. 101-6.2 AND 101-8) issued under the provisions of the Title VI of the Civil Rights Act of 1964, as amended, section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees (1) that this agreement shall be subject in all respects to the provisions of said Federal statutes and regulations (2) that this agreement obligates the donee for the period during which it retains ownership or possession of the property, (3) that the United States shall have the right to seek judicial enforcement of this agreement, and (4) that this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date

(Signature of authorized Official)

INSTRUCTIONS FOR THE AUTHORIZATION AND UPDATE RECERTIFICATION RECORDS FORM.

Please type if possible; otherwise neatly print the information on this form.

1 - Enter your organization's Legal name, the physical and mailing addresses, including City and Zip Codes for each.

2 - Enter your Telephone Number and Fax Number with area code.

3 - Enter the person's name and title that is completing this form.

4 - Enter your organization's Authorized Official name, title and his or her signature. The Authorized Official must be one of the following executives of your organization or a comparable authority, an executive head: Director, Administrator, Superintendent, Board Chairperson, Mayor, or Chief Executive Officer of your organization that may designate authorized signers on this form.

5 - List the names and titles of those authorized signers that have been approved by your Authorized Official mentioned above, and obtain each signer's signature.

6 - Please check the appropriate boxes that fit your organization's requirements, i.e.
(Purchase Order required; License(s) copies, State contracts, etc.).

7 - Please list the names and phone numbers of persons that our office may contact for Billing Problems, The Compliance Visit and Updating Information.

8 - Please list the names, titles and complete facility addresses of staff members within your organization that are to receive notification of our Surplus Shoppers, ADOT Vehicle Sales and notices of our Surplus Public Auctions.

***9** – If your organization is a non-profit, you will need to provide copies of current permits and/or licenses required to operate your health facility or educational programs.

Also, provide a copy of current certificate of accreditation that accredits your health and/or educational program, if applicable.

10 – Retain a copy of the SP142 for your Surplus Property file and **forward the original** signatured SP142 to this office, **make sure** the Authorized Official has signed and dated.

*Non-Profit organizations, please read number 9.

Janice K. Brewer
Governor

Brian C. McNeil
Director

ARIZONA DEPARTMENT OF ADMINISTRATION
SURPLUS PROPERTY MANAGEMENT OFFICE
1537 WEST JACKSON STREET - PHOENIX, ARIZONA 85007-3215
PHONE (602) 542-5701 - FAX (602) 379 - 4929

March 24, 2014

RECEIVED
MAR 28 2014
GILA COUNTY - DISTRICT II
BOARD OF SUPERVISORS

Gila County
Mr. Michael Pastor, Chairman
1400 E. Ash Street
Globe, AZ 85501

Dear Mr. Pastor,

According to our records, your organization's eligibility to participate in the State of Arizona Surplus Property Program has or will expire on 06/14/2014. Please fill out and return the enclosed Authorization and Update Form and the Nondiscrimination Form to continue your eligibility. If your organization is a non- profit organization, you will need to also provide copies of current licensure. Please refer to the attached instruction sheet for further direction.

If you have questions or need further information, please contact Cindy Veverka at (602) 542 - 5701 or toll free at 1 (877) 509 - 7277. I look forward to seeing you at our warehouse and hope that our program can help stretch your budget dollar. Thank you very much for your attention to this matter.

Sincerely,

Steve Perica, Administrator
State of Arizona Surplus Property Management Office

Cc: File

Enclosure

ARF-2518 **Consent Agenda Item 4. D.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Submitted For: Marian Sheppard, Clerk, BOS

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

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Application for Fireworks Display sponsored by Freeport-McMoRan Copper & Gold, Inc., Miami Operations.

Background Information

For many years a local copper mining company, presently known as Freeport-McMoRan Copper & Gold, Inc.-Miami Operations, has provided the local community with a 4th of July fireworks display at the location of the mine.

Evaluation

All applications are submitted to the Clerk of the Board of Supervisors, which are ultimately presented to the Board of Supervisors for approval. Fireworks Productions of Arizona has submitted an application on behalf of Freeport-McMoRan for its July 4, 2014, fireworks display.

Conclusion

The required certificate of insurance is attached to the application; Sheriff J. Adam Shepherd has signed the application; and AJ Howell, Tri-City Fire District Battalion Chief, has submitted a letter approving of this fireworks display; therefore, all of the required information is attached for the Board of Supervisors' review/decision.

Recommendation

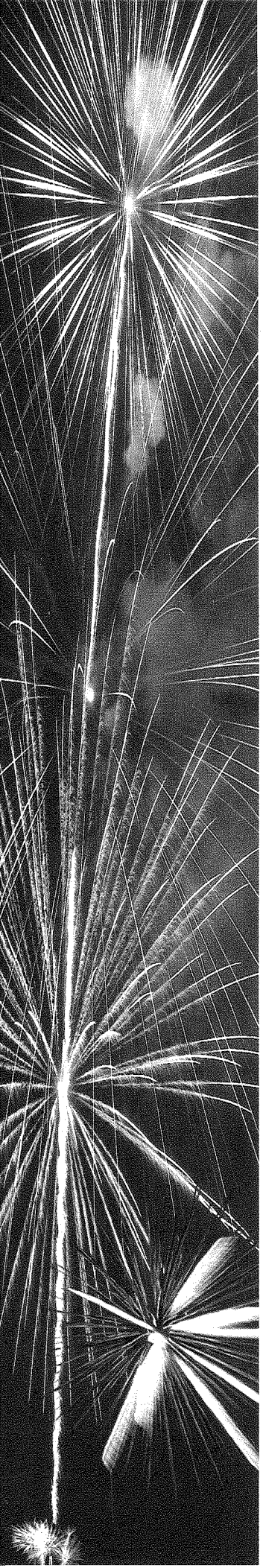
The Board of Supervisors' approval of this application is recommended by the Clerk of the Board.

Suggested Motion

Approval of an Application for Fireworks Display submitted by Fireworks Productions of Arizona sponsored by Freeport-McMoRan Copper & Gold, Inc.-Miami Operations to provide a fireworks display on July 4, 2014, at the Miami Operations mine site of Freeport-McMoRan Copper & Gold, Inc.

Attachments

Application and Letters of Approval Fireworks Display 2014



Fireworks Productions of Arizona

April 21, 2014

Gila County Sherif's Office
Attn: Sherif Adam Shepherd
PO Box 311
Globe, AZ 85502

Sherif Shepherd;

Enclosed is the permit request for a fireworks display located at the #1 tailings of Freeport McMoran Copper & Gold Miami scheduled for July 4, 2014. Could you please sign off on the permit and then forward copies over to the Gila County Clerk of the Board.

Once the permit has been approved please send a copy to:

Fireworks Productions of Arizona
Attn: Sarah Harris
17034 S. 54th Street
Chandler, AZ. 85226
480-423-5430 fax

If you have any questions regarding the show or need any additional information please do not hesitate to contact me at the number listed below or via email (sarah@fireworksaz.com). Thank you.

Pyrotechnically Yours,

Sarah Harris
Pyro Office Manager
Pyrotechnician

Encl: Permit Request

17034 S. 54th Street • Chandler, Arizona 85226 • office (480) 948-0090 • fax (480) 423-5430 • toll free 1-877-948-0090
e-mail: info@fireworksaz.com • web: www.fireworksaz.com

APPLICATION FOR FIREWORKS DISPLAY

To: Gila County Board of Supervisors

Application is hereby made for the granting of a permit to conduct a supervised fireworks display on (Date) 07/04/14 at (Address) #1 Tailings, to be sponsored by (Name of Organization) Freeport McMoran.

Applicant states that Ernie Baca will be in charge of this display and responsible for the acts performed thereby; and person to direct this display in such a manner that it will not be hazardous to property or endanger any person.

Sarah Harris
Director of Display

Ernie Baca w/ Fireworks Productions of Arizona
Person in charge of premises where display is located.

Attached hereto is a surety bond or certificate of liability insurance in a principal amount of $ 10,000,000.00, but not less than $1,000,000, conditioned upon payment of all damages which may be caused to persons or property by reason of the display, as provided by law.

****

APPROVAL OF FIREWORKS DISPLAY BY FIRE DISTRICT

LETTER OF APPROVAL FROM LOCAL FIRE DISTRICT ENCLOSED [X]

****

APPROVAL OF FIREWORKS DISPLAY BY SHERIFF

I have investigated the premises described by the applicant and found them to be satisfactory and found him to be a competent operator.

4-28-14
Sheriff

****

PERMIT FOR FIREWORKS DISPLAY

The application of the _____, having been filed with the undersigned Board of Supervisors, pursuant to A.R.S. §36-1603, together with proper bond as provided by law and same having been approved by the Sheriff.

Permission is heretofore and hereby granted to _____ to conduct a fireworks display at (Address) _____, AND IN THE EVENT OF POSTPONEMENT OF SAID SHOW, said display be given not later than one week from date specified above. The permit granted hereunder shall not be assignable.

DATED this _____ day of _____ 20____.

GILA COUNTY BOARD OF SUPERVISORS

By:_____

Marco R. Olsen
Fire Chief

Dan L. Goar
Sec/Treasurer

4280 E. Broadway
P.O. Box 83
Claypool, AZ 85532

Phone (928) 425-0815
Fax (928) 425-5392

April 18, 2014

Gila County Board of Supervisors
1400 E. Ash St.
Globe, AZ 85501

Chairperson of the Board,

The Tri-City Fire District in partnership with Freeport-McMoRan Miami and Fireworks Products of Arizona, will again work together to provide the community 4th of July show. We will have personnel and equipment on hand, as we have for over twenty years, to minimize the possibility of fire impacting our community during this wonderful event.
We are in contact with and support of the FMI and the Pyrotechnician's from the planning stage through the show itself.

I thank you in advance for any support of this community project and if I can be of any assistance, please don't hesitate to contact me by email (chf13@hotmail.com) or by phone (928-812-2991).

Sincerely,

AJ Howell, Battalion Chief
Tri-City Fire District

MERCHANTS
BONDING COMPANY
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158
(515) 243-8171 • (515) 243-3854 FAX

FIREWORKS DISPLAY BOND

Bond No: AZ 423907

KNOW ALL PERSONS BY THESE PRESENTS, that we

FIREWORKS PRODUCTIONS OF ARIZONA LTD

as Principal, and MERCHANTS BONDING COMPANY (MUTUAL), a corporation organized under the laws of the State of Iowa, with its home office in the City of Des Moines, Iowa, and duly authorized and licensed to do business in the State of Arizona, as Surety, are firmly bound unto GILA COUNTY State of Arizona in the sum of One Thousand Dollars DOLLARS ($$1,000.00) lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the above bounden Principal FIREWORKS PRODUCTIONS OF ARIZONA LTD desires to have a permit for Fireworks Display and in order to have such display it is necessary for said FIREWORKS PRODUCTIONS OF ARIZONA LTD to execute a surety bond in the amount of One Thousand Dollars Dollars ($ $1,000.00) conditioned for the payment of all damages which may be caused to persons or property by reason of the permitted display as provided in Chapter 46, Arizona Legislative Session Laws of 1941.

NOW, THEREFORE, if the said FIREWORKS PRODUCTIONS OF ARIZONA LTD well and truly observe, carry out, perform and comply with all requirements, terms and provisions of the Ordinances of the Board of Supervisors of GILA County, State of Arizona, conditioned for the payment of all damages which may be caused to persons or property by reason of the permitted display as provided in Chapter 46, Arizona Legislative Session Laws of 1941, for a period from 12:01 A.M. May 17, 2014 to 12:01 A.M. May 17, 2015 then this obligation to be void, and of no effect.

SIGNED, sealed and dated this 1st day of March, 2014.

FIREWORKS PRODUCTIONS OF ARIZONA LTD
Principal

MERCHANTS BONDING COMPANY (MUTUAL)
By
Attorney-in-fact Dan Lengeling

LP 0265 AZ (12/99)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2014

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 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
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : Maxum Indemnity Company	26743
INSURER C : Travelers	5606
INSURER D : Everest Indemnity Insurance Co.	10851
INSURER E :	
INSURER F :	

INSURED
Fireworks Productions of Arizona Ltd.
17034 S 54th St
Chandler AZ 85226

COVERAGES **CERTIFICATE NUMBER:** 1290579711 **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	**GENERAL LIABILITY**	Y		SI8ML00014-131	10/9/2013	10/9/2014	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$3,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	POLICY X PRO-JECT LOC							$
A	**AUTOMOBILE LIABILITY**	Y		SI8CA00008-131	10/9/2013	10/9/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	**UMBRELLA LIAB** X OCCUR	Y		EXC6017189-03	10/9/2013	10/9/2014	EACH OCCURRENCE	$9,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$9,000,000
	DED RETENTION $							$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N	N/A		4864P073	10/9/2013	10/9/2014	X WC STATU-TORY LIMITS X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

Date of Display: July 4, 2014
Location of Display: Miami Arizona
Additional Insured(s): Freeport McMoran Copper & Gold Inc., and Phelps Dodge Oporation and their subsidiaries, as their interests may appear, are named as additional insured. Waiver of subrogation in favor of Freeport McMoran Copper and Gold Inc., and Phelps Dodge Corporation and their subsidiaries. Contractual liability coverage applies.

CERTIFICATE HOLDER

Freeport McMoran Copper & Gold Inc.
Freeport-McMoran Miami Inc District 707
PO Box 4444
Claypool AZ 85532

CANCELLATION

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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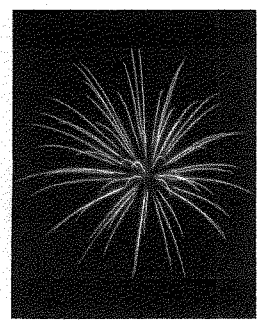
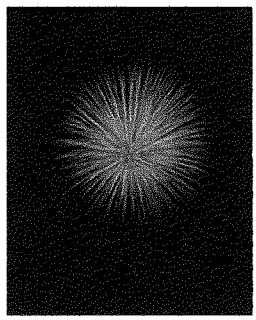
Exhibit A



FREEPORT – MCMORAN
Copper & Gold
MIAMI



Friday, July 4, 2014

TOTAL AERIAL EFFECTS 663

Opening: *Your show begins with:* **25** – 3" Titanium Salutes

Aerial Display:

A large assortment of brilliantly-colored shells, including Chrysanthemums, Rings, Various Shapes, Waves, Crowns, Peonies, Strobes, Double Rings, Brocade Crowns, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.

Your Aerial Display will contain a total of **564** aerial shells.

2.5" -	**2**	36 Shot Color or Titanium Salute Finale Box
3" -	**72**	Chinese Fancy's & Specials
4" -	**180**	Chinese Fancy's & Specials
	72	Designer Cylinder Specials
5" -	**72**	Chinese Fancy's & Specials
	18	Designer Pattern Specials
6" -	**45**	Chinese Fancy's & Specials
	18	Designer Pattern Specials
8" -	**15**	Chinese Fancy's & Specials

GRANDE FINALE:

Your celebration will close in spectacular excitement with multiple styles of brilliantly-colored shells.

Your Grande Finale consists of **74** aerial shells:

Your Grande Finale: **49** - 3" shells, **20** – 4" shells, **3** - 6" shells and **2** – 8" shells.

Designed by: Fireworks Productions of Arizona

1.3 g
Shooting Site
60 ft.
580 ft.
Spectator
© 2009 Tele Atlas
Image © 2009 DigitalGlobe
Freeport McMoran
Pointer 33°24'52.70" N 110°50'16.75" W elev 3417 ft
Streaming 100%

ARF-2523 **Consent Agenda Item 4. E.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Submitted For:	Jeffrey Hessenius, Finance Director	Submitted By:	Dana Sgroi, Contracts Support Specialist, Finance Division
Department:	Finance Division		
Fiscal Year:	2013-2014	Budgeted?:	No
Contract Dates Begin & End:	4-9-14 to 6-30-14	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Amendment No. 1 to Service Agreement No. 040214-2 with Rodriguez Constructions, Inc.

Background Information

On March 19, 2014, Gila County Community Action/Housing Services advertised a request for bid proposals in the Arizona Silver Belt newspaper for sealed bids on three single dwelling housing rehabilitation projects. A mandatory construction walk-through of the projects was held on March 26, 2014. Sealed bids were due and opened on April 2, 2014. Rodriguez Constructions was the only bidder on project Home 309-04-02, Major Rehabilitation HH#3335. On April 9, 2014, Gila County entered into Service Agreement No. 040214-2 with Rodriguez Constructions, Inc. to provide labor and material for a specified scope of work on Major Rehabilitation Project HH#3335 in Globe, AZ. The contract was for a total amount of $46,783.85. The contract term was from April 9, 2014, to June 30, 2014.

Evaluation

Part of the original scope of work was to remove the existing roof, repair and install new. After removing all roofing materials to wood decking, it was noted that raising the trusses would not correct the structural issues. In addition to the compromised roof rafters, it was discovered that the rear addition to the home had settling issues with the exterior wall. Upon further inspection, it was determined there was "wood to earth" supports that were deteriorating, creating a 6" drop of exterior wall. To correct this problem, the entire addition to the home will have to be raised 6" vertically, while simultaneously using four mechanical jacks. The total amount requested by Rodriguez Constructions, Inc. to raise the addition to the home to correct the structural settling is $4,500.

Conclusion

Gila County Community Services requests authorization to increase the contract amount for Service Agreement No. 040214-2, Major Rehabilitation Project No. HH#3335, by $4,500 for a new total contract amount of $51,286.85 in order to complete the necessary repairs to correct the settling problem of the structure.

Recommendation

Gila County Community Services recommends the Board's approval of Amendment No. 1 to Services Agreement No. 040214-2 with Rodriguez Constructions, Inc., to increase the by $4,500, for a new total contract amount of $51,283.85 in order to correct the structural settling on Major Rehabilitation Project No. HH#3335.

Suggested Motion

Approval of Amendment No. 1 to Service Agreement No. 040214-2 for Major Rehabilitation Project No. HH#3335 between Gila County and Rodriguez Constructions, Inc. to increase the original contract amount by $4,500 for a total contract amount of $51,283.85 in order to allow for the correction of the structural issues of the residence.

Attachments

Amendment No. 1 to Service Agreement No. 040214-2 with Rodriguez Constructions, Inc.

Service Agreement No. 040214-2 with Rodriguez Constructions

Legal Explanation

AMENDMENT NO. 1

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

SERVICE AGREEMENT NO. 040214-2
MAJOR REHABILITATION PROJECT NO. HH#3335
RODRIGUEZ CONSTRUCTIONS, INC.

Effective April 9, 2014, Gila County and Rodriguez Constructions, Inc. entered into a contract whereby Rodriguez Constructions, Inc. agreed to provide labor and materials required for performing all work for construction in Bid No. Home 309-13-02, Major Rehabilitation Project No. HH#3335, in Globe, Arizona.

The contract was issued for a total flat fee of $46,783.85. Amendment No. 1 is being issued to request an addition to the contract scope in the amount of Four Thousand, Five Hundred dollars and 00/100's ($4,500) to correct structural issues discovered once construction on the original scope of work had begun. Consequently, the contract is amended to increase the unit bid by $4,500.00 for a new total contract amount of Fifty-one Thousand, Two Hundred, Eighty-three dollars and 85/100's ($51,283.85).

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

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

OWNER:

GILA COUNTY BOARD OF SUPERVISORS

_____
Michael A. Pastor, Chairman Board of Supervisors

ATTEST

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

RODRIGUEZ CONSTRUCTIONS, INC.

_____
Authorized Signature

_____
Print Name

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

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius, Finance Director
Phone (928) 425-3231 Ext. 8743
Fax: (928)425-7056

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 040214-2
MAJOR REHABILITATION HH#3335

THIS AGREEMENT, made and entered into this 09th day of APRIL, **2014**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Rodriguez Constructions, Inc.**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below for Major Rehabilitation HH#3335, and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Housing Services Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Weatherization guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 040214-2, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 040214-2, by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount

arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

   a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501**, or emailed to Jeannie Sgroi at jsgroi@gilacountyaz.gov . The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall

be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7– WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective date signed by the County Manager and expires June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project. This Service Agreement No. 040214-2 is for a total flat fee of **$46,783.85** for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of Service Agreement No. 040214-2, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 9 day of APRIL, 2014.

GILA COUNTY:

Don E. McDaniel, Jr., County Manager

RODRIGUEZ CONSTRUCTIONS, INC.

Art Rodriguez

Art Rodriguez

Print Name

Gila County Housing Services
1515 S. Apache Ave.
P.O. Box 1254
Globe Az. 85502
(928)425 - 7631

RESPEC
Work Write-up

Case Number: Home 309-13-02

BID TOTAL $: 46 783, 85

Property Information:

5594 Mckinney Ave
Globe AZ 85501-

Jurisdiction: Gila County
Target Area: Central Heights
Census: 1
Owner:

Angelic Trujillo
5594 Mckinney Ave
Globe AZ 85501-

Phone: (928)~~200-0337~~ 961-1058
Mobile: (928)961-3769

BID OPENING DATE 0

CONTRACTOR INFORMATION

Name: Rodriguez Const.
Address: 547 S. East ST

Voice:
Fax: 928 425-5337
email: Art@rodriguez-Az.Com

4-2-14

Single Family Dwelling
Unit Info:

Single Family
Trujillo Angelic
5594 McKinney Ave
Phone: 928 200-0337 Work Phone:

Owner

Interior

Single Family Dwelling

Single Family

House

General requirments

1 0000000000 0 NA 0 $_____

Permits and Fees

Contractor to provide all of the included bid packets filled out per item unless the item has no charge in order to be considerer eligable for the projects. all permits and fees required to complete the job to local codes and regulations, including IBC, OSHA, and County Codes. **Base this pricing only on permits you are obtaining. If no permits are needed this item is -0- most of the building officials in gila county will waive fees check with building officials prior to including fees.**

2 0000000001 0 NA 0 $_____

Alternates and Suggestions

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

3 0000000002 0 ea 0 $_____

performance

All work is to comply with Current IBC, or State Building code, Performance Manual guidelines and or local building, electrical and plumbing codes with inspections and permits when applicable.
All work to be done in a quality and Professional manner.
All work to include any items or components required for a complete and functional system. Incidental items not mentioned in the specifications or listed in RESPEC that can reasonably and legitimately be inferred to belong to the work described or be necessary, in good practice to provide a complete system shall be furnished and installed as though called out in every detail.

4 0000000003 0 1 0 $_____

ALL LEAD WORK

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

Safety

5 030023801 0 EA. 0 $ 500.00

CONDUCT A TURNOVER INSPECTION

Schedule with Rehab Specialist to reinspect the property for the turnover of ownership.
Do a visual inspection to identify and note paint and substrate condition.
Conduct dust wipe tests to check for dust recontamination using NCLSH protocol.

All work to be done per HUD Lead Safe Housing requirements.
Please refer to the original Lead Inspection report for further information on lead based paint test results and location.

Note if Home DOES NOT PASS CLARENCE inspection the contractor is responsible for for repairs and

or clean and all cost included with this process including re inspection fees!!

Roof Repairs

6 0070010001 0 SF 0 $ 4601

Tear Off Existing Roof, Repair and Install New

Remove existing roofing and pile neatly and haul away immediately. Replace any damaged including the buckeled portion on the west side that may also need shoring or additional framing to make level also any or rotten roof sheathing.
Replace all flashing at chimney and install 30# felt paper, aluminum drip edge, new valley metal, metal vent boots, and new 235 lb. composition 25-year fiberglas shingles. wrong slope - recommendation?

NOTE: IF EXISTING SHEATHING OR STRUCTURAL MEMBERS ARE DETERIORATED, ROTTED, DAMAGED, NON- EXISTING, THE CONTRACTOR MUST TAKE FULL PICTURES, AND CONTACT THE HOUSING SERVICES REHAB SPECIALIST TO SEE IF IT IS POSSIBLE TO EXECUTE A CHANGE ORDER PRIOR TO ANY SHEATHING WORK BEING DONE THAT IS NOT DIRECTLY SPECIFIED IN THE WORK WRITE-UP.

7 0010060006 0 LF 0 $ 1274

Replace Fascia

Remove and dispose of all existing fascia and replace with new material to match existing. Prime all sides before installation. Caulk all seams and nail with galvanized nails. Finish to match existing.

8 0010060003 0 LF 0 $ 1950

Replace / install boxed eves

Remove and dispose of existing eve materials and replace with new materials. Use galvanized screws, and nails, caulk all seams and prime Include all porch eves, rafter tails, Frieze boards, and gable eves in boxing.

Doors

9 0010090002 0 NO 0 $ 1400

Install 2 sets Exterior Door including Security 36, 2'8

Provide and install pre hung white, pre primed steel insulated raised panel exterior 1-3/4" solid core door, (Pease, Thermatru, Stanley or approved equal). Set on 1-1/2 pair 3-1/2 x 3-1/2" butt hinges. Include keyed lock set, doorstop, dead bolt, and vinyl bubble weather-stripping.

Provide and install new security door with matching hardware. Swing to complement exterior door. Caulk where necessary.

10 0010090001 0 NO 0 $ 400

Instal 2 Interior Door

Provide and install prefinished flush luan mahogany 1-3/8" hollow core door complete with privacy lockset and doorstop. Include any repair to walls and include new trim.
1) Hall way door 2'6
2) Bathroom door 24"

11 0010030012 0 0 $ 250

Replace cabinet hall door 22 x 38 1/4
22 x 39 3/4

Replace the blue Cabinet hall door.

Windows

12	0010100001	0 NO	0	$ 2300

Install New Vinyl Replacement Windows

Install new vinyl, double pane double hung Low E windows in place of all existing windows unless otherwise specified. Make any repairs needed to insure the integrity of rough opening. Include all hardware and trim (exterior wood to to be wrapped). Include drip cap and aluminum screen. All interior and exterior wall repair to be included. Caulk as necessary.
Windows must have Energy Star rating. Central Zone Energy star ratings are u-factor 0.40 solar heat gain 0.55 as of August 2002.

Remove Evap Cooler and enlarge wall opening to fit a new window the same size as the one next to it.

Exterior Side Walls

13	0040030001	0 SF	0	$ 9333.-

Stucco

Remove old siding as need to install high density foam min 1" thick continual and pop out details around all doors and windows 2 " install expansion joints where needed to eliminate cracking and or blistering. Install lath and two coats of stucco to a minimum of 5/8". Prime and paint as per requirements of manufacturer.

Countertops

14	0010030001	0 LF	0	$ 4900

Install Base and Wall Cabinets and Countertop

Provide and install new mid line series "Kraft Line", "Kitchen Kompact", "American Woodmark", or approved equal base and wall cabinetry. All work to be level, plumb,and true. Cabinets are to be attached to studs in the wall. Seal all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out any rodents. (Cabinet fronts are to be made of the flat panel/rail design vs. the raised panel type, and wood fronts vs. particle board fronts.)

Install formica or Wilson art laminated counter tops, securely attached to cabinets. All work to be level, plumb, and true. Seal all holes and openings where pipes, wires and other materials may come through cabinets with removable material such as "Thumb Gum" to keep out any rodents. Also attach cabinets to studs in walls. Caulk all seams where counter top meets walls

Replace faucet with a moen, delta or approved equal complete with new 1/4 turn shut offs and flex lines
Replace sink with a standard double stainless model with all new hardware.

15	0090080004	0 NO	0	$ 500

General repair

Remove over head bar replace drywall as needed and cover with waynes coating trimed out.
Trim overhead roof post and beam in living room and kitchen.

Drywall

16	0010120121	0	0	$ 400

Float wall and patch any holes

Float black wall in living room with mud and tape texture to match and prime.
Patch holes in the sheet rock in all walls, ceilings and specified areas. Tapped and textured to match existing. No painting unless approved.
Also reomve standing window opening near main entrance frame in as needed insulate install sheetrock and finish to match.

Heating

17	0120010004	0 NO	0	$ 8439.

Install Furnace System Complete w/Ductwork etc.

Install new furnace as specified including clean out, ductwork, thermostat, registers, flue liner and main disconnect to code.****(Flu liner as needed for orphaned gas appliances, water heater etc. If not necessary, indicate in writing.)
Install a new 90+% AFUE Furnace,with a 14 seer A/C unit *ENERGY STAR* rated furnace and themostat as specified including, ductwork, thermostat, registers, and main disconnect to code.
1) size the new furnace to the home per ACCA Manual J, Residential Load Calculations, submit your load calculation form with your bid showing the sizing of the furnace for the design heat load. Do not over size the unit. **This item will be considered incomplete and not paid without sizing specifications.**
2) install and vent the unit per manufacturer's instructions (PMI)
3) electrical supply must be a dedicated circut with a switch at the unit.
4) unit must have a minimum 30 inch front clearance, when installed.
5) check the gas input to the unit
6) check the temp. rise and match to the unit (PMI)
7) recheck for gas leaks
All furnace work must meet or exceed NFPA #54, as well as any other local codes
Install the ductwork for best possible efficiency, Use a reduced plenum system if possible.
size all ducts for best performance (PMI) and manual "J, S, and D, for sizing and number of registers.
1) all joints in return air and supply ducts must be sealed
2) install a filter chamber with a cover

Note: All attic installations of combined heating/cooling or condensing furnace equipment, requires the addition of a properly drained overflow pan.

Plumbing Repairs

18	0250010010	0	0	$ 1600

Replace water Heater

Replace the water heater as described.
1) Remove existing cabinet pour new concrete floor and install new manufactured cabinet or build cabinet inclueding door and stucco to match home.
2) Remove any and all deffective or leaking lines replace with new and insulate.
3) Install new water heater gas with new gas valve and flex line
4) Reinstall flue pipe, and retest all caz in worst case record readings making sure they all meet WAP Standards.

19	0130040014	0 NO	0	$ 2100

Replace Tub/Shower Combination

Install tub and surround wall unit 2,3 or 4 pice units (Lasco, Sterling or approved equal unit) as per Performance Manual guidelines and local code.
Owner to have imput on style of unit.
Include an anti-scald valve on shower. (This line item is to include all fixtures, supply and waste lines normally associated with tub/shower installations.)
Bath 5'X 9'

20	0130040024	0 NO	0	$ 350

Replace Toilet

Remove and dispose of old toilet make any repairs to floor needed;
Install new low flow toilet to code as per Performance Manual guidelines.(Manfield, Artisian,Kohler or approved equal)

Weatherzation

21	0060010001	0 SF	0	$ 1000

Blown Cellulose, Open Attic -(R-38)

Insulate attic. Coverage should be as level as possible and to the depth of material that corresponds with each R value. Each individual manufacturer's recommendation for initially installed thickness and settled density usually found in the coverage table on the material packaging. Material used will meet and conform to ASTM C739-91 and ISS 16 CFR, Part 1209. Note: maintain clearance from combustible materials in accordance with NFPA Requirements. (Install soffit baffles as needed.)

NOTE: All insulation must meet all WAP STANDARDS!!!!

22	0060140014	0	0	$ 200

Caulk House Complete

Caulk all areas needed to prevent air infiltration of entire interior of house

Painting

23	0100020001	0 SF	0	$ 2,500

Paint House Complete

Scrape all peeling and loose paint free from surface and apply one coat of breathable oil-based primer to all bare wood. Allow to dry, and apply finish coat of latex. Include all trim in complete house painting. All interior painting is to be completed as one color of the homeowners choice. exterior paint must be light in nature as per Wap standards indicate and pre approved by the Rehab Specialist, and the trim is any color of homeowners choice.

Note: All painting needs a two step process in which bare wood or fresh stucco and or drywall repairs are primed, prepsd and ready for paint then painted without any imperfections. All paint and primer must be of good quality and suitable for application and the surface being painted.

Total for: House	$ 22 497
Total for: Interior	$ 21 539
Job Total Cost:	$ 44 036
TAX	2747.85
	46783.85

GILA COUNTY ATTORNEY

Bradley D. Beauchamp

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

To whom it may concern:

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

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

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

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

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

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

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

ARF-2524 **4. F.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Reporting Period: Globe Regional Constable's Office Monthly Report for March 2014

Submitted For: Jesse Bolinger

Submitted By: Kimberly Rust, Constable Clerk, Constable - Globe Regional

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Information

Subject

Globe Regional Constable's Office Report for March 2014.

Suggested Motion

Acknowledgment of the March 2014 monthly activity report submitted by the Globe Regional Constable's Office.

Attachments

Globe Regional Constable's Office Monthly Report for March 2014

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER
RECEIVED
109605 APR 29

DATE 4-29-14

CONTRACT #

GRANT #

DEPOSIT TO FUND Monaco Fund FUND #

REMITTING AGENCY Miami Regional Constable Office

BILLING PERIOD March 2014

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.321.3405.30	35662	Service fees	69	00
	35232		64	00
	36565		48	00
			181	00

Preparer Signature: Kimberly Rust Title Clerk

Approved Signature: Joe Balotez Title

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	181
Total	181

TREASURER By Lorne E. [illegible] Date 4/29/14

ORIGINATING OFFICE

119011

Gila County Globe Regional Constable's Office

Cash Received Report, by Name

Name	Process #	Received	Receipt #	Amount Received
Mobile Home Park, Globe	1403CO006	03/06/14	58	48.00
				48.00
Process, JJL	1403CO010	03/10/14	63	64.00
	1403CO033	03/24/14	70	69.00
				133.00
	Total Cash Received:			**181.00**

Report Includes:
All transaction dates between `03/01/14` and `03/31/14`, All received by persons, All courts, All agencies matching `GCCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`

Gila County Globe Regional Constable's Office

Process Status Report, by Process Type

Process Description	Total		Active		Served		Retd/Unsrvd	
Arrest Warrant	10	10	100.00	0	0.00	0	0.00
Hearing Order on IAH	1	0	0.00	1	100.00	0	0.00
Hearing Order on OP	2	0	0.00	2	100.00	0	0.00
Hearing Prior to Issue of IAH	5	0	0.00	5	100.00	0	0.00
Hearing Prior to Issue of OP	2	0	0.00	2	100.00	0	0.00
Jury Trial Subpoena	1	0	0.00	1	100.00	0	0.00
Notice to Appear; Petition	6	0	0.00	5	83.33	1	16.67
Order to Appear	1	0	0.00	1	100.00	0	0.00
Summons and Complaint	11	1	9.09	8	72.73	2	18.18
Subpoena Duces Tecum	13	0	0.00	10	76.92	3	23.08
Summons Forcible Detainer	3	0	0.00	3	100.00	0	0.00
Criminal Summons	2	0	0.00	0	0.00	2	100.00
Writ of Execution	1	0	0.00	1	100.00	0	0.00
Writ of Garnishment Earnings	1	0	0.00	1	100.00	0	0.00
Totals	**59**	**11**	**18.64**	**40**	**67.80**	**8**	**13.56**

Report Includes:

All receive dates between `08:00:00 03/01/14` and `17:00:00 03/31/14`, All process types, All officers, All courts, All agencies matching `GCCO`, All serve flags matching `1`

Gila County Globe Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: Alaniz, Justin I.

Service Attempt	Attempted By	Served On	Svd?
Globe Regional Justice Court 1400 E Ash St, Globe	Bolinger, J	Justin Alaniz	YES

Time/Date: 09:47:11 03/18/14

To Be Served: Anthony, Larry

Service Attempt	Attempted By	Served On	Svd?
DPS, Globe	Bolinger, J	Donna Atkinson, Dispatcher	YES

Time/Date: 11:10:00 03/25/14

To Be Served: Barber, Michael W.

Service Attempt	Attempted By	Served On	Svd?
937 Hoopes Rd, Globe	Bolinger, J	Elizabeth Pavlista, Mother	YES

Time/Date: 11:40:00 03/11/14

To Be Served: Berry, Cynthia A.

Service Attempt	Attempted By	Served On	Svd?
255 N Palo Verde Dr, Roosevelt	Bolinger, J	Cynthia Berry	YES

Time/Date: 11:25:00 03/14/14

To Be Served: Brundrett, Douglas

Service Attempt	Attempted By	Served On	Svd?
Globe PD 175 N Pine St, Globe	Bolinger, J	Denise Barajas, Dispatcher	YES

Time/Date: 10:35:00 03/11/14

To Be Served: Castillo, Hector

Service Attempt	Attempted By	Served On	Svd?
DPS, Globe	Bolinger, J	M. Hart	YES

Time/Date: 10:45:00 03/28/14

To Be Served: Crawford, Josh or Megan

Service Attempt	Attempted By	Served On	Svd?
402 Banker St, Globe	Bolinger, J		NO

Time/Date: 11:05:00 03/28/14

To Be Served: Crawford, Katlyn

Service Attempt	Attempted By	Served On	Svd?
[redacted]	Bolinger, J	[redacted]	YES

Time/Date: 11:05:00 03/28/14

To Be Served: Dayton, Ryan J.

Service Attempt	Attempted By	Served On	Svd?
GCSO Jail 1100 South St Globe AZ 85501, Globe	Bolinger, J	Ryan James Dayotn	YES

Time/Date: 10:05:00 03/11/14

To Be Served: Dutton, John Doe

Service Attempt	Attempted By	Served On	Svd?
Holiday Hills mobile Home Park Space 20, Globe	Bolinger, J		NO

Time/Date: 11:00:00 03/14/14

To Be Served: Dutton, Linda K.

Service Attempt	Attempted By	Served On	Svd?
#20 Holiday Hills MHP/HC02 Box 454, Globe	Bolinger, J		NO

Time/Date: 12:00:00 03/11/14

#20 Holiday Hills MHP/HC02 Box 454, Globe	Bolinger, J	Linda Dutton	YES

Time/Date: 11:00:00 03/14/14

To Be Served: Fane, Kevin

Service Attempt	Attempted By	Served On	Svd?
Globe PD 175 N Pine St, Globe	Bolinger, J	Denise Barajas, Dispatcher	YES

Time/Date: 10:35:00 03/11/14

To Be Served: Ford, Bert IV

Service Attempt	Attempted By	Served On	Svd?
1775 N Broad St #76, Globe	Bolinger, J	Bert Ford	YES

Time/Date: 12:14:15 03/06/14

To Be Served: Gabler, Amber N.

Service Attempt	Attempted By	Served On	Svd?
Copper Mountain Inn, Globe	Bolinger, J	Amber Gabler	YES

Time/Date: 10:50:00 03/13/14

Copper Mountain Inn, Globe	Bolinger, J	Amber Gabler	YES

Time/Date: 09:45:00 03/17/14

Copper Mountain Inn, Globe	Bolinger, J	Amber Gabler	YES

Time/Date: 09:45:00 03/17/14

To Be Served: Garcia, Devon M.

Service Attempt	Attempted By	Served On	Svd?
750 Third Avenue, Globe	Tarango, R		NO

Time/Date: 12:20:00 03/05/14

750 Third Avenue, Globe	Tarango, R		NO

Time/Date: 11:20:00 03/06/14

750 Third Avenue, Globe	Tarango, R		NO

Time/Date: 13:20:00 03/10/14

750 Third Avenue, Globe	Bolinger, J		NO

Time/Date: 13:00:00 03/11/14

750 Third Avenue, Globe	Bolinger, J		NO

Time/Date: 16:00:00 03/11/14

750 Third Avenue, Globe	Bolinger, J		NO

Time/Date: 18:30:00 03/13/14

To Be Served: Guerrero, Anna M.

Service Attempt	Attempted By	Served On	Svd?

223 Yuma St, Globe	Bolinger, J	Anna Guerrero	YES
Time/Date: 10:50:00 03/11/14			

To Be Served: Hansen, S

Service Attempt	Attempted By	Served On	Svd?
DPS, Globe	Bolinger, J	S. Hansen	YES
Time/Date: 10:35:00 03/12/14			
DPS, Globe	Bolinger, J	Donna Atkinson, Dispatcher	YES
Time/Date: 11:10:00 03/25/14			

To Be Served: Heairet, Marcheta M.

Service Attempt	Attempted By	Served On	Svd?
951 W Sullivan St Apt A, Miami	Bolinger, J	Marcheta Heairet	YES
Time/Date: 10:50:00 03/26/14			

To Be Served: Heath, Shannon M.

Service Attempt	Attempted By	Served On	Svd?
4454 Globe Ave, Claypool	Bolinger, J		NO
Time/Date: 11:00:00 03/26/14			
4454 Globe Ave, Claypool	Bolinger, J		NO
Time/Date: 09:45:00 03/27/14			
4454 Globe Ave, Claypool	Bolinger, J		NO
Time/Date: 12:00:00 03/27/14			
4454 Globe Ave, Claypool	Bolinger, J		NO
Time/Date: 16:00:00 03/27/14			

To Be Served: Higginbotham, Jeremy B.

Service Attempt	Attempted By	Served On	Svd?
739 E MEsquite St, Globe	Bolinger, J		NO
Time/Date: 10:55:00 03/28/14			
739 E Mesquite St, Globe	Bolinger, J		NO
Time/Date: 11:10:00 03/28/14			

To Be Served: Kerszykowski, Deputy

Service Attempt	Attempted By	Served On	Svd?
1100 South St, Globe	Tarango, R	Absley Good, Secretary	YES
Time/Date: 12:47:00 03/03/14			
1100 South St, Globe	Bolinger, J	Lisa Dzera	YES
Time/Date: 11:00:00 03/13/14			

To Be Served: Konczak, Dorthey M.

Service Attempt	Attempted By	Served On	Svd?
1492 N Cherry Ave, Miami	Bolinger, J	Dorthey konczak	YES
Time/Date: 10:45:00 03/14/14			

To Be Served: Leon, Linda L.

Service Attempt	Attempted By	Served On	Svd?
1492 Cherry Avenue, Globe	Bolinger, J	Linda Lee Leon	YES
Time/Date: 10:45:00 03/14/14			

To Be Served: McGuirre, Edward

Service Attempt	Attempted By	Served On	Svd?
Globe PD 175 N Pine St, Globe	Bolinger, J	Denise Barajas, Dispatcher	YES
Time/Date: 10:35:00 03/11/14			

To Be Served: Medical Center, Cobre Valley R.

Service Attempt	Attempted By	Served On	Svd?
5880 S Hospital Dr, Globe	Bolinger, J	Brad, Business Manager	YES
Time/Date: 11:40:00 03/25/14			

To Be Served: Otero, Virginia

Service Attempt	Attempted By	Served On	Svd?
[redacted]	Bolinger, J	[redacted]	YES
Time/Date: 11:15:00 03/28/14			

To Be Served: Padilla, Sgt

Service Attempt	Attempted By	Served On	Svd?

740 Sullivan St, Miami	Tarango, R	J. Valenzuela, Dispatcher	YES
Time/Date: 12:40:00 03/04/14			

To Be Served: Pavlista, Elizabeth

Service Attempt	Attempted By	Served On	Svd?
[redacted]	Bolinger, J	[redacted]	YES
Time/Date: 11:40:00 03/11/14			

To Be Served: Pena, Gina

Service Attempt	Attempted By	Served On	Svd?
Auto Zone Globe (meeting place), Globe	Bolinger, J	Gina Pena	YES
Time/Date: 14:28:00 03/31/14			

To Be Served: Phillips, Cameron W.

Service Attempt	Attempted By	Served On	Svd?
Work- Quality Tire, Globe	Bolinger, J	Cameron Phillips	YES
Time/Date: 11:20:00 03/17/14			

To Be Served: Poeling, Heather J.

Service Attempt	Attempted By	Served On	Svd?
[redacted]	Bolinger, J	[redacted]	YES
Time/Date: 10:15:00 03/11/14			
[redacted]	Bolinger, J	[redacted]	YES
Time/Date: 10:15:00 03/11/14			

To Be Served: Reyes, Daniel W. Jr

Service Attempt	Attempted By	Served On	Svd?
324 Miami Ave, Miami	Tarango, R		NO
Time/Date: 12:32:00 03/05/14			
324 Miami Ave, Miami	Tarango, R		NO
Time/Date: 11:11:00 03/06/14			
324 Miami Ave, Miami	Tarango, R		NO
Time/Date: 13:25:00 03/10/14			

324 Miami Ave, Miami	Bolinger, J		NO
Time/Date: 12:00:00 03/14/14			
324 Miami Ave, Miami	Bolinger, J		NO
Time/Date: 15:50:00 03/19/14			

To Be Served: Rodriguez, Alicia L.

Service Attempt	Attempted By	Served On	Svd?
2285 E Maple St Globe AZ85501, Globe	Tarango, R		NO
Time/Date: 13:36:00 03/03/14			

To Be Served: Rogers, Lily

Service Attempt	Attempted By	Served On	Svd?
Walmart Pharmacy, Globe	Bolinger, J		NO
Time/Date: 13:30:00 03/11/14			

To Be Served: Salcido, Angelica K.

Service Attempt	Attempted By	Served On	Svd?
715 C Manzanita Globe Az, Globe	Tarango, R		NO
Time/Date: 12:56:00 03/03/14			
510 Maurel St, Globe	Tarango, R		NO
Time/Date: 13:20:00 03/03/14			

To Be Served: Scott, Michael

Service Attempt	Attempted By	Served On	Svd?
4481 Copper Street, Claypool	Bolinger, J		NO
Time/Date: 10:20:00 03/26/14			

To Be Served: Shows, Shawnda L.

Service Attempt	Attempted By	Served On	Svd?
668 S East St apt 5, Globe	Tarango, R	Charles Tuffley Roomate	YES
Time/Date: 10:44:31 03/05/14			

To Be Served: Strobach, Raynette I.

Service Attempt	Attempted By	Served On	Svd?

342 S Altarest Ave, Miami	Tarango, R		NO
Time/Date: 12:20:00 03/05/14			
342 S Altarest Ave, Miami	Tarango, R		NO
Time/Date: 11:20:00 03/06/14			
342 S Altarest Ave, Miami	Tarango, R		NO
Time/Date: 13:20:00 03/10/14			
342 S Altarest Ave, Miami	Bolinger, J		NO
Time/Date: 13:00:00 03/11/14			
342 S Altarest Ave, Miami	Bolinger, J		NO
Time/Date: 16:00:00 03/11/14			
342 S Altarest Ave, Miami	Bolinger, J		NO
Time/Date: 18:30:00 03/13/14			

To Be Served: Stuve, Savanna R.

Service Attempt	Attempted By	Served On	Svd?
342 Altarest Ave, Miami	Tarango, R		NO
Time/Date: 12:20:00 03/05/14			
342 Altarest Ave, Miami	Tarango, R		NO
Time/Date: 11:20:00 03/06/14			
342 Altarest Ave, Miami	Tarango, R		NO
Time/Date: 13:20:14 03/10/14			
342 Altarest Ave, Miami	Bolinger, J		NO
Time/Date: 13:00:00 03/11/14			
342 Altarest Ave, Miami	Bolinger, J		NO
Time/Date: 16:00:00 03/11/14			
342 Altarest Ave, Miami	Bolinger, J		NO
Time/Date: 18:30:00 03/13/14			

To Be Served: Tellez, Benedict M.

Service Attempt	Attempted By	Served On	Svd?
Gila County Jail, Globe	Rust, K		NO
Time/Date: 08:12:14 03/11/14			

To Be Served: Tidwell, Michelle R.

Service Attempt	Attempted By	Served On	Svd?
8958 S Six Shooter Canyon Space 8, Globe	Bolinger, J	Posted and Certified Mailed	YES

Time/Date: 10:50:00 03/27/14

To Be Served: Wheeler, Kathy

Service Attempt	Attempted By	Served On	Svd?
[redacted]	Bolinger, J	[redacted]	YES

Time/Date: 10:20:00 03/26/14

Report Includes:
All dates between `08:00:00 03/01/14` and `17:00:00 03/31/14`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `GCCO`, All dispositions

ARF-2543 **4. G.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Reporting Period: Payson Regional Constable's Office Monthly Report for April 2014

Submitted For: Colt White

Submitted By: Michelle Keegan, Administrative Clerk Senior, Constable - Payson Regional

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Information

Subject

Payson Regional Constable's Office Monthly Report for April 2014

Suggested Motion

Acknowledgment of the April 2014 monthly activity report submitted by the Payson Regional Constable's Office

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Attachments

Payson Regional Constable's Office Monthly Report for April 2014

Zada Shafer
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

April 2014
MONTHLY REPORT

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MONTHLY ACTIVITY LETTER

MONTHLY COMPARISON SHEET

FEES COLLECTED

STATUS SUMMARY REPORT

SERVICE SUMMARY REPORT

MILEAGE CHART

TREASURER'S RECEIPT

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

Zada Shafer
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

May 1, 2014

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

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **April, 2014**, the Payson Regional Constable's Office:

- Received a total of **116** papers for service
- Drove a total of **1661** miles
- Collected a total of **$905.20** as follows:

• Check Total	$256.00
• Cash Total	$649.20
• Total Deposited	$905.20
• Less Writ Fee (1 @ $5.00/each) Collected (Check #2354/Treasurer's Receipt #98389)	($ 5.00)
• Paid to General Fund (Check #2355/Treasurer's Receipt #98390)	$ 900.20
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Constable	$ 875.00
Grand Total Paid to General Fund	**$1,775.20**

Respectfully submitted,

Colt White
Payson Regional Constable
Gila County, Payson, Arizona

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

Zada Shafer
Deputy Constable

Michelle Keegan
Clerk of the Constable

Office of
Payson Regional Constable
Colt White

PAYSON REGIONAL CONSTABLE'S OFFICE STATISTICS MONTHLY TOTALS FOR FISCAL YEAR 2013-2014

2013-2014 MONTH	TOTAL PAPERS	MILES DRIVEN	FEES COLLECTED	CONTRACT INCOME	ADJUSTED TOTAL
JULY	116	1,696	$1,354.80	$875.00	$2,229.80
AUGUST	122	982	$1,528.20	$875.00	$2,403.20
SEPTEMBER	148	1,010	$1,395.00	$875.00	$2,270.00
OCTOBER	145	1450	$1,137.40	$875.00	$2,012.40
NOVEMBER	112	1,205	$959.00	$875.00	$1,834.00
DECEMBER	122	1,295	$963.00	$875.00	$1,838.00
JANUARY	147	1,732	$922.00	$875.00	$1,797.00
FEBRUARY	101	980	$1,812.44	$875.00	$2,687.44
MARCH	113	1,490	$1,046.40	$875.00	$1,921.40
APRIL	116	1,661	$905.20	$875.00	$1,780.20
MAY					
JUNE					
YEAR TOTAL:	1,242	13,501	$12,023.44	$8,750.00	$20,773.44

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

Payson Regional Constable's Office

Cash Received Report, by Name

Name	Process #	Received	Receipt #	Amount Received
Armstrong, Leanne	1404PR068	04/10/14	111	40.00
				40.00
Blake, Joel Michael	1404PR041	04/09/14	97	40.00
				40.00
Conrad, Evin Roxanne	1404PR088	04/23/14	113	74.00
				74.00
Crosby & Gladner PC,	1404PR075	04/16/14	105	40.00
	1404PR077	04/18/14	104	40.00
				80.00
Greenberg, Desiree Gwendolynn	1404PR079	04/21/14	106	40.00
				40.00
Hatch, Owen Phillip	1404PR035	04/08/14	96	48.00
				48.00
JJL Process Corp,	1402PR085	04/02/14	84	29.00
	1403PR041	04/02/14	85	27.20
	1403PR005	04/02/14	86	24.00
	1402PR088	04/02/14	87	29.00
	1402PR025	04/02/14	88	24.00
	1403PR009	04/02/14	89	24.00
	1402PR059	04/02/14	90	29.00
	1402PR084	04/02/14	91	24.00
	1402PR087	04/02/14	92	29.00
	1402PR027	04/02/14	93	24.00
	1402PR082	04/02/14	94	24.00
	1404PR070	04/11/14	99	40.00
	1404PR105	04/28/14	109	40.00
				367.20
Labbe, Donald Joseph	1404PR107	04/29/14	114	48.00
				48.00

Law Office of Jo Ellen Vork,	1404PR011	04/02/14	81	40.00
	1404PR034	04/14/14	103	40.00
				80.00
Prest Realty LLC,	1404PR073	04/11/14	112	48.00
				48.00
Williams, Cynthia Marie	1404PR001	04/01/14	110	40.00
				40.00
	Total Cash Received:			**905.20**

Report Includes:
All transaction dates between `04/01/14` and `04/30/14`, All received by persons, All courts, All agencies matching `PRCO`, All transaction codes matching `CR, GR;`, All cptbproc action codes matching `1, 11`

Payson Regional Constable's Office

Process Status Report, by Process Type

Process Description	Total	Active		Served		Retd/Unsrvd	
Civil Citation	2	0	0.00	2	100.00	0	0.00
Criminal Subpoena	69	1	1.45	65	94.20	3	4.35
Civil Summons	4	0	0.00	4	100.00	0	0.00
Divorce Packet	1	0	0.00	1	100.00	0	0.00
Hearing Order on IAH	3	0	0.00	2	66.67	1	33.33
Hearing Order on OP	1	0	0.00	1	100.00	0	0.00
Injunction Against Harassment	5	0	0.00	5	100.00	0	0.00
Notice to Appear; Petition	12	0	0.00	12	100.00	0	0.00
Order of Protection	9	0	0.00	9	100.00	0	0.00
Order to Appear	2	0	0.00	2	100.00	0	0.00
Summons and Complaint	1	0	0.00	1	100.00	0	0.00
Summons Forcible Detainer	3	0	0.00	3	100.00	0	0.00
Criminal Summons	3	0	0.00	2	66.67	1	33.33
Writ of Garnishment Earnings	1	0	0.00	1	100.00	0	0.00
Totals	**116**	**1**	**0.86**	**110**	**94.83**	**5**	**4.31**

Report Includes:
All receive dates between `00:00:00 04/01/14` and `23:59:59 04/30/14`, All process types, All officers, All courts, All agencies matching `PRCO`, All serve flags matching `1`

Payson Regional Constable's Office

Civil Process Service Attempts Summary

To Be Served: Armstrong, Joseph W.

Service Attempt	Attempted By	Served On	Svd?
609 S Colcord sp 18, Payson	White, C	Joseph Wayne Armstrong	YES
Time/Date: 15:20:00 04/10/14			

To Be Served: Bakken, Kevin E.

Service Attempt	Attempted By	Served On	Svd?
3870 W Hwy 260, Star Valley	White, C		NO
Time/Date: 09:24:00 04/09/14			
3870 W Hwy 260, Star Valley	White, C	Kevin Emil Bakken	YES
Time/Date: 10:57:00 04/10/14			

To Be Served:

Service Attempt	Attempted By	Served On	Svd?
3870 E Hwy 260, Star Valley	White, C		NO
Time/Date: 09:24:00 04/09/14			
3870 E Hwy 260, Star Valley	White, C		YES
Time/Date: 10:57:00 04/10/14			

To Be Served: Barnes, Elizabeth A.

Service Attempt	Attempted By	Served On	Svd?
204 E Pinnacle Cr, Payson	White, C	Posted on Front Door	YES
Time/Date: 17:21:00 04/11/14			

To Be Served: Batey, Aaron L.

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	White, C	Aaron Batey	YES
Time/Date: 09:19:00 04/18/14			

To Be Served: Beckham, Brett

Service Attempt	Attempted By	Served On	Svd?
1215 N Basil Circle, Payson	White, C		NO
Time/Date: 11:11:00 04/02/14			
1215 N Basil Circle, Payson	White, C	Jodie Beckham	YES
Time/Date: 11:14:00 04/03/14			

To Be Served: Beckham, Jodie D.

Service Attempt	Attempted By	Served On	Svd?
1215 N Basil Cir, Payson	White, C		NO
Time/Date: 11:11:00 04/02/14			
1215 N Basil Cir, Payson	White, C	Jodie Beckham	YES
Time/Date: 15:34:00 04/02/14			

To Be Served: Boegeman, Adam T.

Service Attempt	Attempted By	Served On	Svd?
3737 Bloody Basin, Pine	White, C	Adam Troy Boegeman	YES
Time/Date: 19:43:00 04/23/14			

To Be Served:

Service Attempt	Attempted By	Served On	Svd?
1103 N Carefree Circle, Payson	White, C		NO
Time/Date: 09:48:00 04/09/14			
1103 N Carefree Circle, Payson	White, C	Edward Roland Breyette	YES
Time/Date: 10:08:00 04/09/14			

To Be Served: Breyette, Edward R.

Service Attempt	Attempted By	Served On	Svd?
1103 N Carefree Circle, Payson	White, C		NO
Time/Date: 09:48:00 04/09/14			
1103 N Carefree Circle, Payson	White, C	Edward Roland Breyette	YES
Time/Date: 10:08:00 04/09/14			

To Be Served: Buckner, Brandon

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:07:00 04/24/14			

To Be Served: Buckpitt, Luanne

Service Attempt	Attempted By	Served On	Svd?
404 E Wade Lane, Payson	White, C	Russell Schneider	YES
Time/Date: 11:09:00 04/09/14			

To Be Served: Busby, Frances A.

Service Attempt	Attempted By	Served On	Svd?
259 Williams Ln/PO Box 715, Tonto Basin	White, C		NO
Time/Date: 12:33:00 04/11/14			
259 Williams Ln/PO Box 715, Tonto Basin	White, C	Frances Busby	YES
Time/Date: 11:43:00 04/15/14			

To Be Served: Byas, Stephine A.

Service Attempt	Attempted By	Served On	Svd?
303A S Goodnow, Payson	White, C		NO
Time/Date: 16:38:00 04/21/14			

To Be Served: Cadwell, Josh

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 15:30:00 04/11/14			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 14:42:00 04/30/14			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 14:42:00 04/30/14			

To Be Served: Camp, Taylor

Service Attempt	Attempted By	Served On	Svd?
500 W Johnson Road, Payson	White, C		NO

Time/Date: 14:41:00 04/03/14			
500 W Johnson Road, Payson	White, C		NO
Time/Date: 15:04:00 04/03/14			
500 W Johnson Road, Payson	White, C		NO
Time/Date: 14:34:00 04/07/14			
714 S Beeline Highway, Payson	White, C	Taylor Camp	YES
Time/Date: 13:33:00 04/15/14			

To Be Served: Carey, Frank M.

Service Attempt	Attempted By	Served On	Svd?
Desert Lakes RV Park sp 46, Tonto Basin	White, C		NO
Time/Date: 17:08:00 04/08/14			
Desert Lakes RV Park sp 46, Tonto Basin	White, C		NO
Time/Date: 17:45:00 04/08/14			
217 Butcher Hook, Tonto Basin	White, C	Frank M Carey	YES
Time/Date: 17:54:00 04/08/14			

To Be Served: Cauley, Randolph W.

Service Attempt	Attempted By	Served On	Svd?
217 S Houston Creek Circle, Star Valley	White, C	Randolph Wayne Cauley	YES
Time/Date: 15:05:00 04/17/14			

To Be Served: Chagolla, Robert

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 10:43:00 04/28/14			

To Be Served: Chappell, Jack W.

Service Attempt	Attempted By	Served On	Svd?
207 W Cherry St, Payson	White, C	Jack Chappell	YES
Time/Date: 13:56:00 04/02/14			

To Be Served: Christenson, Aubrey M.

Service Attempt	Attempted By	Served On	Svd?

119 E Chuck Wagon Trail Gisela, Payson	White, C	Michaeline Kay Christenson	YES
Time/Date: 14:29:00 04/02/14			

To Be Served: Christenson, Michaeline K.

Service Attempt	Attempted By	Served On	Svd?
119 Chuck Wagon Trail, Lot 155, Gisela, Payson	White, C	Michaeline Kay Christenson	YES
Time/Date: 14:29:00 04/02/14			

To Be Served: Collins, Anissa M.

Service Attempt	Attempted By	Served On	Svd?
410 S Ash, Payson	White, C	Anissa Marie Collins	YES
Time/Date: 11:52:00 04/01/14			

To Be Served: Conrad, Stephen F.

Service Attempt	Attempted By	Served On	Svd?
808 Highway 260 #60, Payson	White, C	Stephen Francis Conrad	YES
Time/Date: 09:56:00 04/28/14			

To Be Served: Coppernoll, Audra L.

Service Attempt	Attempted By	Served On	Svd?
200 S Rainbow #1, Star Valley	White, C		NO
Time/Date: 09:11:00 04/09/14			
200 S Rainbow #1, Star Valley	White, C	Audra Lynn Coppernoll	YES
Time/Date: 10:44:00 04/10/14			

To Be Served: Cotney, Byron L.

Service Attempt	Attempted By	Served On	Svd?
616 S Beeline Highway, Payson	White, C	Byron Levoyd Cotney	YES
Time/Date: 16:15:00 04/30/14			

To Be Served: Crom, Stacy A.

Service Attempt	Attempted By	Served On	Svd?
273 N Coyote Way, Payson	White, C	Stacy Ann Crom	YES

Time/Date: 14:10:00 04/09/14

To Be Served: Crom, Thomas L. III

Service Attempt	Attempted By	Served On	Svd?
273 N Coyote Way, Payson	White, C	Thomas Leroy Crom III	YES

Time/Date: 13:05:00 04/03/14

To Be Served: Crosiar, Donald C.

Service Attempt	Attempted By	Served On	Svd?
1308 E. Easy St., Payson	White, C	Donald Chauncy Crosiar	YES

Time/Date: 09:41:00 04/01/14

To Be Served: Cross, James

Service Attempt	Attempted By	Served On	Svd?
Tonto Apache Police Department, Payson	White, C	Clipboard	YES

Time/Date: 16:00:00 04/09/14

To Be Served: Daniels, Krystal A.

Service Attempt	Attempted By	Served On	Svd?
410 W Main St, Payson	White, C		NO

Time/Date: 10:55:00 04/29/14

410 W Main St, Payson	White, C		NO

Time/Date: 11:05:00 04/29/14

To Be Served: Delecki, Jacob

Service Attempt	Attempted By	Served On	Svd?
108 W. Main Street, Payson	White, C	GCSO Clipboard	YES

Time/Date: 13:11:00 04/11/14

108 W. Main Street, Payson	White, C	GCSO Clipboard	YES

Time/Date: 16:21:00 04/30/14

To Be Served: DeRango, Robert

Service Attempt	Attempted By	Served On	Svd?
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES

Time/Date: 10:35:00 04/28/14

To Be Served: Deschaaf, Chad

Service Attempt	Attempted By	Served On	Svd?
303 North Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:07:00 04/24/14			
303 North Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 14:42:00 04/30/14			

To Be Served: Doe, John I-X

Service Attempt	Attempted By	Served On	Svd?
463 Deer Creek Drive, Payson	White, C		NO
Time/Date: 10:07:00 04/01/14			
463 Deer Creek Drive, Payson	White, C	Posted on Front Door	YES
Time/Date: 16:41:00 04/08/14			

To Be Served: Duprey, Autumn M.

Service Attempt	Attempted By	Served On	Svd?
8078 Vista Del Norte, Mesa Del, Payson	White, C		NO
Time/Date: 09:57:00 04/01/14			
8078 Vista Del Norte, Mesa Del, Payson	White, C	Joseph Duprey	YES
Time/Date: 11:01:00 04/03/14			

To Be Served: Duprey, Joseph

Service Attempt	Attempted By	Served On	Svd?
8078 Bista Del Norte, Mesa Del, Payson	White, C		NO
Time/Date: 09:57:00 04/01/14			
8078 Bista Del Norte, Mesa Del, Payson	White, C	Joseph Duprey	YES
Time/Date: 11:01:00 04/03/14			

To Be Served: Eclarin, Kelly M.

Service Attempt	Attempted By	Served On	Svd?
1210 N Easy St, Payson	White, C		NO

Time/Date: 09:44:00 04/09/14

1210 N Easy St, Payson	White, C	Kelly Marie Eclarin	YES

Time/Date: 10:33:00 04/09/14

To Be Served: Evans, Jeanie

Service Attempt	Attempted By	Served On	Svd?
117 E Main St, Payson	White, C		NO

Time/Date: 11:45:00 04/29/14

To Be Served: Fish, Steven P.

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	David Hornung	Steven Paul Fish	YES

Time/Date: 09:57:00 04/10/14

To Be Served: Garrett, Jamie

Service Attempt	Attempted By	Served On	Svd?
108 West Main Street, Payson	White, C	GCSO Clipboard	YES

Time/Date: 12:04:00 04/03/14

To Be Served: Germany, Ronald H.

Service Attempt	Attempted By	Served On	Svd?
817 W Cherry, Payson	White, C	Ronald Harvey Germany	YES

Time/Date: 15:06:00 04/10/14

To Be Served: Gonzalez, Frankie R.

Service Attempt	Attempted By	Served On	Svd?
107 W Forest Drive Payson, Payson	White, C	Frankie R Gonzalez	YES

Time/Date: 09:49:00 04/08/14

To Be Served: Gonzalez, Rhiannon

Service Attempt	Attempted By	Served On	Svd?
602 E Highway 260, Payson	White, C	Rhiannon Gonzalez	YES

Time/Date: 10:06:00 04/08/14

To Be Served: Green, Christina A.

Service Attempt	Attempted By	Served On	Svd?
259 Williams Lane, Tonto Basin	White, C	Christina Green	YES
Time/Date: 12:29:00 04/11/14			

To Be Served: Greenhalgh, Val E.

Service Attempt	Attempted By	Served On	Svd?
463 Deer Creek DR/Deer Creek, Payson	White, C		NO
Time/Date: 10:07:00 04/01/14			
463 Deer Creek Drive, Payson	White, C	Posted on Front Door	YES
Time/Date: 16:41:00 04/08/14			

To Be Served: Grube, Keith

Service Attempt	Attempted By	Served On	Svd?
Tonto Apache Police Department, Payson	White, C	K Grube	YES
Time/Date: 16:00:00 04/09/14			

To Be Served: Hansen, Michael

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 12:14:00 04/02/14			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:07:00 04/24/14			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 14:42:00 04/30/14			

To Be Served: Hatter, Anita

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	White, C	Anita Hatter	YES
Time/Date: 11:24:00 04/17/14			

To Be Served: Hatter, Gary W.

Service Attempt	Attempted By	Served On	Svd?

1419 N Sunset Drive, Payson	White, C		NO
Time/Date: 11:57:00 04/14/14			
1419 N Sunset Drive, Payson	White, C	Gary William Hatter	YES
Time/Date: 13:32:00 04/16/14			

To Be Served: Havey, Matthew T.

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 17:10:00 04/09/14			

To Be Served: Hazelo, Jason

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 14:42:00 04/30/14			

To Be Served: Hornung, David B.

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 13:11:00 04/11/14			
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 13:11:00 04/11/14			

To Be Served: Jackson, Phil

Service Attempt	Attempted By	Served On	Svd?
4761 Pine Lane, Pine	White, C		NO
Time/Date: 11:45:00 04/29/14			

To Be Served: Jasmann, Teresa L.

Service Attempt	Attempted By	Served On	Svd?
207 W Pecan Street, Payson	McClure, J	Teresa Jasmann	YES
Time/Date: 14:30:00 04/22/14			

To Be Served: Johnson, Joey

Service Attempt	Attempted By	Served On	Svd?

303 N Beeline, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:06:00 04/28/14			

To Be Served: Jordan, Mindy

Service Attempt	Attempted By	Served On	Svd?
508 N Woodhill Road, Payson	White, C		NO
Time/Date: 10:18:00 04/24/14			
508 N Woodhill Road, Payson	White, C		NO
Time/Date: 10:19:00 04/24/14			
903 E Highway 260 #3, Payson	White, C	Mindy Jordan	YES
Time/Date: 11:30:00 04/24/14			

To Be Served: Journigan House

Service Attempt	Attempted By	Served On	Svd?
202 W Main Street, Payson	White, C	Marcus Ottens	YES
Time/Date: 15:02:00 04/03/14			

To Be Served: Kendall, Benjamin

Service Attempt	Attempted By	Served On	Svd?
807 S Ponderosa Circle, Payson	White, C		NO
Time/Date: 15:51:00 04/11/14			
807 S Ponderosa Circle, Payson	White, C		NO
Time/Date: 17:19:00 04/11/14			
329 N McLane #B, Payson	White, C	Benjamin Kendall	YES
Time/Date: 11:25:00 04/14/14			

To Be Served: Kendall, Kaylene

Service Attempt	Attempted By	Served On	Svd?
301 S Stone Creek Circle, Payson	White, C		NO
Time/Date: 11:31:00 04/29/14			
301 S Stone Creek Circle, Payson	White, C		NO
Time/Date: 11:33:00 04/29/14			
3847 N Highway 87, Pine	White, C	Kaylene Kendall	YES

Time/Date: 14:08:00 04/30/14

To Be Served: Knott, Nicole A.

Service Attempt	Attempted By	Served On	Svd?
518 W Main St, Payson	White, C		NO
Time/Date: 14:30:00 04/16/14			
518 W Main St, Payson	White, C		NO
Time/Date: 16:45:00 04/17/14			
1806 N McLane Road, Payson	White, C	Nicole Ashley Knott	YES
Time/Date: 10:16:00 04/18/14			

To Be Served: Lecher, Angela M.

Service Attempt	Attempted By	Served On	Svd?
114 Hillside Drive,SV/HC2 Box 97T, Payson	White, C	Angela Mandy Lecher	YES
Time/Date: 11:30:00 04/09/14			

To Be Served:

Service Attempt	Attempted By	Served On	Svd?
114 Hillside Dr,SV/HC2 Box 97T, Payson	White, C	Angela Mandy Lecher	YES
Time/Date: 11:30:00 04/09/14			

To Be Served: Marshall, Cassandra R.

Service Attempt	Attempted By	Served On	Svd?
150 Rice Rd, Tonto Basin	White, C		NO
Time/Date: 15:13:00 04/03/14			
150 Rice Rd, Tonto Basin	White, C		NO
Time/Date: 17:17:00 04/08/14			
150 Rice Rd, Tonto Basin	White, C		NO
Time/Date: 08:55:00 04/09/14			
112 W Cedar, Payson	White, C	Cassandra Ranee Marshall	YES
Time/Date: 09:42:00 04/10/14			

To Be Served: Maxwell, Colt

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 10:05:00 04/01/14			
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 12:11:00 04/02/14			
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 13:11:00 04/11/14			
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 12:55:00 04/28/14			

To Be Served: Mayer, Brenda L.

Service Attempt	Attempted By	Served On	Svd?
391 Sycamore Lane/PO Box 654, Tonto Basin	White, C		NO
Time/Date: 15:15:00 04/03/14			
391 Sycamore Lane/PO Box 654, Tonto Basin	White, C	Brenda Lee Mayer	YES
Time/Date: 17:24:00 04/08/14			

To Be Served: Mayotte, James R.

Service Attempt	Attempted By	Served On	Svd?
113 N Old Mountain Trail, Tonto Crk Shor, Payson	White, C		NO
Time/Date: 12:17:00 04/03/14			
113 N Old Mountain Trail, Tonto Crk Shor, Payson	White, C		NO
Time/Date: 15:45:00 04/03/14			
113 N Old Mountain Trail, Tonto Crk Shor, Payson	White, C		NO
Time/Date: 15:50:00 04/03/14			
600 W Frontier, Payson	White, C		NO
Time/Date: 09:35:00 04/08/14			
600 W Frontier, Payson	White, C		NO
Time/Date: 11:17:00 04/08/14			

To Be Served: McAnerny, Michael

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:06:00 04/28/14			

To Be Served: McCombs, Lisa L.

Service Attempt	Attempted By	Served On	Svd?
3501 E Highway 260, Star Valley	White, C	Lisa L McCombs	YES
Time/Date: 09:44:00 04/28/14			

To Be Served: McDonough, Chris

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 15:30:00 04/11/14			

To Be Served: McGroarty, Chris

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 13:11:00 04/11/14			

To Be Served: Meredith, Jared

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 15:30:00 04/11/14			

To Be Served: Mitchell, Bobby T.

Service Attempt	Attempted By	Served On	Svd?
8155 W Barranca Rd, Payson	White, C		NO
Time/Date: 15:35:00 04/09/14			
8155 W Barranca Rd, Payson	White, C		NO
Time/Date: 15:39:00 04/09/14			
304 Clark Street, Payson	White, C	Bobby Todd Mitchell	YES
Time/Date: 16:35:00 04/09/14			

To Be Served: Montgomery, Steve

Service Attempt	Attempted By	Served On	Svd?
201 N Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 15:40:00 04/11/14			

To Be Served: Morris, Jodie L.

Service Attempt	Attempted By	Served On	Svd?
115 E Highway 260, Payson	White, C	Jodie Leigh Morris	YES
Time/Date: 12:44:00 04/03/14			

To Be Served: Nudson, Thor

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 12:04:00 04/03/14			
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 15:40:00 04/10/14			
108 W Main Street, Payson	White, C	GCSO Clipboard	YES
Time/Date: 13:11:00 04/11/14			

To Be Served: O'Neil, Tina M.

Service Attempt	Attempted By	Served On	Svd?
3498 N Old County Road, Pine	White, C	Pamela Jo Liebac Stahlman	YES
Time/Date: 15:10:00 04/02/14			

To Be Served: OConnor, Colleen M.

Service Attempt	Attempted By	Served On	Svd?
114 E Highway 260, Payson	White, C	Colleen Marie O'Connor	YES
Time/Date: 10:36:00 04/21/14			

To Be Served: Petitte, Michelle T.

Service Attempt	Attempted By	Served On	Svd?
1100 South Street, Globe	White, C		NO
Time/Date: 10:30:00 04/01/14			

To Be Served: Pine Strawberry Fire Departmen

Service Attempt	Attempted By	Served On	Svd?
6198 W Hardscrabble Mesa Rd, Pine	White, C	Carmen Wailes	YES
Time/Date: 14:18:00 04/30/14			

To Be Served: Quade, Heath N.

Service Attempt	Attempted By	Served On	Svd?
108 W Main Street, Payson	White, C	Heath Nate Quade	YES
Time/Date: 09:25:00 04/08/14			

To Be Served: Ratliff, George A.

Service Attempt	Attempted By	Served On	Svd?
108 W. Main St, Payson	White, C	GCSO Clipboard	YES
Time/Date: 11:47:00 04/03/14			

To Be Served: Raven, John E.

Service Attempt	Attempted By	Served On	Svd?
115 E Highway 260, Payson	White, C	John Eldon Raven	YES
Time/Date: 12:44:00 04/03/14			

To Be Served: River, Leanne R.

Service Attempt	Attempted By	Served On	Svd?
506 W Johnson Drive, Payson	White, C		NO
Time/Date: 11:33:00 04/02/14			
901 S Beeline Highway, Payson	White, C	Leanne River	YES
Time/Date: 11:47:00 04/02/14			

To Be Served: Royer, Kim S.

Service Attempt	Attempted By	Served On	Svd?
50130 N Hwy 288, Young	White, C	Kim Steven Royer	YES
Time/Date: 14:51:00 04/28/14			

To Be Served: Sain, Kathy E.

Service Attempt	Attempted By	Served On	Svd?
801 N Beeline Highway #149, Payson	White, C	Kathy Elaine Sain	YES
Time/Date: 10:56:00 04/24/14			

To Be Served: Santo, David C.

Service Attempt	Attempted By	Served On	Svd?
810 N Blue Spruce, Payson	White, C		NO
Time/Date: 10:21:00 04/09/14			
810 N Blue Spruce, Payson	White, C		NO
Time/Date: 10:22:00 04/09/14			
810 N Blue Spruce, Payson	White, C		NO
Time/Date: 10:29:00 04/10/14			
810 N Blue Spruce, Payson	White, C	David Charles Santo	YES
Time/Date: 11:39:00 04/14/14			

To Be Served:

Service Attempt	Attempted By	Served On	Svd?
810 N Blue Spruce, Payson	White, C		YES
Time/Date: 11:35:00 04/01/14			
810 N Blue Spruce, Payson	White, C		NO
Time/Date: 10:21:00 04/09/14			
810 N Blue Spruce, Payson	White, C		NO
Time/Date: 10:22:00 04/09/14			
810 N Blue Spruce, Payson	White, C		NO
Time/Date: 10:29:00 04/10/14			
810 N Blue Spruce, Payson	White, C	David Charles Santo	YES
Time/Date: 11:39:00 04/14/14			

To Be Served: Schinstock, Jolynn

Service Attempt	Attempted By	Served On	Svd?
506 W Locust, Payson	White, C		NO
Time/Date: 11:23:00 04/29/14			
506 W Locust, Payson	White, C		NO

Time/Date: 10:15:00 04/30/14

506 W Locust, Payson	White, C	Jolynn Schinstock	YES

Time/Date: 14:53:00 04/30/14

To Be Served: Sears, Thomas R.

Service Attempt	Attempted By	Served On	Svd?
216 S Ewing Trail,Punkin Ctr/PO Box 981, Tonto Basin	White, C		NO

Time/Date: 15:49:00 04/14/14

216 S Ewing Trail,Punkin Ctr/PO Box 981, Tonto Basin	White, C		NO

Time/Date: 15:59:00 04/14/14

216 S Ewing Trail,Punkin Ctr/PO Box 981, Tonto Basin	White, C	Thomas Sears	YES

Time/Date: 11:34:00 04/15/14

To Be Served:

Service Attempt	Attempted By	Served On	Svd?
304 N Kodz Road, Payson	White, C	Shane Shephard	YES

Time/Date: 16:30:00 04/10/14

To Be Served: Shepard, Shane

Service Attempt	Attempted By	Served On	Svd?
304 N Kodz Road, Payson	White, C		NO

Time/Date: 10:45:00 04/09/14

304 N Kodz Road, Payson	White, C	Shane Shepard	YES

Time/Date: 16:30:00 04/10/14

To Be Served: Skyles, Shane M.

Service Attempt	Attempted By	Served On	Svd?
1001 South Goodfellow #5, Payson	White, C	Shane Michael Skyles	YES

Time/Date: 17:05:00 04/11/14

To Be Served: Smith, Donald L.

Service Attempt	Attempted By	Served On	Svd?
221 Rainbow Drive, Star Valley	White, C	Donald Lee Smith	YES
Time/Date: 17:09:00 04/28/14			

To Be Served: Snyder, Paul

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 16:00:00 04/10/14			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 16:00:00 04/10/14			

To Be Served: Socarras, Reina M.

Service Attempt	Attempted By	Served On	Svd?
117 Sunbeam Dr, Star Valley	White, C		NO
Time/Date: 11:29:00 04/14/14			
117 Sunbeam Dr, Star Valley	White, C		NO
Time/Date: 15:08:00 04/17/14			
117 Sunbeam Dr, Star Valley	White, C		NO
Time/Date: 15:42:00 04/17/14			
100 N Beeline Highway, Payson	White, C	Reina Marie Dawn Socarras	YES
Time/Date: 15:57:00 04/17/14			

To Be Served: Stepp, Tommy L.

Service Attempt	Attempted By	Served On	Svd?
50 Orion, Star Valley	White, C		NO
Time/Date: 11:03:00 04/21/14			
50 Orion, Star Valley	White, C		NO
Time/Date: 12:02:00 04/21/14			
50 Orion, Star Valley	White, C		NO
Time/Date: 12:31:00 04/21/14			
50 Orion, Star Valley	White, C		NO
Time/Date: 12:35:00 04/21/14			
50 Orion, Star Valley	White, C		NO

Time/Date: 09:00:00 04/22/14			
108 W Main Street, Payson	White, C	Tommy Lee Stepp	YES
Time/Date: 10:07:00 04/22/14			

To Be Served: Street, Gary W.

Service Attempt	Attempted By	Served On	Svd?
308 W Cody Circle, Payson	White, C		NO
Time/Date: 13:43:00 04/02/14			
308 W Cody Circle, Payson	White, C		NO
Time/Date: 10:00:00 04/03/14			
108 W Main Street, Payson	Jamie Garrett	Gary Street	YES
Time/Date: 05:35:00 04/04/14			

To Be Served: Thomason, Henry A.

Service Attempt	Attempted By	Served On	Svd?
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 16:05:00 04/10/14			
201 North Colcord Road, Payson	White, C	DPS Clipboard	YES
Time/Date: 10:35:00 04/28/14			

To Be Served: Torres, Fernando

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 14:42:00 04/30/14			

To Be Served: Tuer, James

Service Attempt	Attempted By	Served On	Svd?
30 Loop Street, Payson	White, C		NO
Time/Date: 16:06:00 04/09/14			
30 Loop Street, Payson	White, C	James Tuer	YES
Time/Date: 09:52:00 04/10/14			

To Be Served: Turlukis-Keeney, Stephanie M.

Service Attempt	Attempted By	Served On	Svd?
1016 N Easy Street, Payson	White, C		NO
Time/Date: 12:06:00 04/10/14			
1016 N Easy Street, Payson	White, C		NO
Time/Date: 12:08:00 04/10/14			
1016 N Easy Street, Payson	White, C	Stephanie Michele Turlukis-Kee	YES
Time/Date: 12:19:00 04/10/14			

To Be Served: Tweed, Walter E. JR

Service Attempt	Attempted By	Served On	Svd?
131 N Old Mountain Trail, Payson	White, C		NO
Time/Date: 15:11:00 04/03/14			
131 N Old Mountain Trail, Payson	White, C	Walter Tweed Jr	YES
Time/Date: 15:49:00 04/03/14			

To Be Served: Umbenhauer, Scott

Service Attempt	Attempted By	Served On	Svd?
803 E Colt, Round Valley	White, C		NO
Time/Date: 11:42:00 04/14/14			
803 E Colt, Round Valley	White, C		NO
Time/Date: 10:45:00 04/16/14			
715 N Beeline Highway, Payson	White, C	Scott Umbenhauer	YES
Time/Date: 16:51:00 04/16/14			

To Be Served: Varga, Joni M.

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 13:35:00 04/02/14			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 15:30:00 04/11/14			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 15:30:00 04/11/14			

303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 15:30:00 04/11/14			
303 N Beeline Highway, Payson	White, C	PPD Clipboard	YES
Time/Date: 10:45:00 04/29/14			

To Be Served: Wicks, David E.

Service Attempt	Attempted By	Served On	Svd?
Buckhead Mesa Landfill Road and Highway 87, Pine	White, C	David Edward Wicks	YES
Time/Date: 16:20:00 04/21/14			

To Be Served: Wicks, David

Service Attempt	Attempted By	Served On	Svd?
1308 N Easy Street, Payson	White, C	Donald Chauncy Crosiar	YES
Time/Date: 09:41:00 04/01/14			

To Be Served: Williams, Shea

Service Attempt	Attempted By	Served On	Svd?
400 E Highway 260 Ste C, Payson	White, C		NO
Time/Date: 09:32:00 04/09/14			
400 E Highway 260 Ste C, Payson	White, C	Shea Williams	YES
Time/Date: 14:26:00 04/09/14			

To Be Served: Zimmerman, Matthew J.

Service Attempt	Attempted By	Served On	Svd?
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 15:50:00 04/09/14			
303 N Beeline Hwy, Payson	White, C	PPD Clipboard	YES
Time/Date: 16:00:00 04/10/14			

Report Includes:
All dates between `00:00:00 04/01/14` and `23:59:59 04/30/14`, All locations, All cities, All persons served, All persons to be served, All officers, All courts, All agencies matching `PRCO`, All dispositions

MILEAGE FOR THE MONTH

April 2014

DATE	MILES DRIVEN BY B-185		MILES DRIVEN BY B-12	
4/1	33			
4/2	103			
4/3	95			
4/8	103			
4/9	63			
4/10	68			
4/11	101			
4/14	95			
4/15	99			
4/16	56			
4/17	96			
4/18	36			
4/21	66			
4/22	34			
4/23	142			
4/24	105			
4/25	52			
4/26	102			
4/28	135			
4/29	30			
4/30	47			
DAYS	**1661**		**0**	

Total Miles Driven By The Constable's Office **1661** **April** **2014**

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 5/5/14

GRANT #

DEPOSIT TO FUND Gila County Treasurer FUND #

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Constables Ethics Standards + Training Board writ fees Collected

Account Code	Revenue Description	Amount	
T9162061	CESTB - Writ fees collected	5	00
	April 2014		
	1 @ 5.00		
	Ck # 2354		
		5	00

Authorized Signature 3220 Title PRCO # 324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By Date

TREASURER 98389

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

2354
91-527/1221 6128
0703680454

DATE 5/5/14

PAY TO THE ORDER OF Gila County Treasurer $ 5.00

five + NO/100's DOLLARS

Security Features Details on Back

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

FOR Writ fees - April 3220

⑈0000002354⑈ ⑆122105278⑆ 0703680454⑈

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 5/5/14

GRANT #

DEPOSIT TO FUND Gila County Treasurer FUND #

REMITTING DEPT Payson Regional Constable's Office

SERVICE RENDERED Service fees - April 2014

Account Code	Revenue Description	Amount	
1005.324.3405.80	Service fees Collected 4/1/14 - 4/30/14	900	20
		900	20

Authorized Signature JZ30 Title PRCO #324

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By Date

TREASURER

98390

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

2355
91-527/1221 6128
0703680454

DATE 5/5/14

PAY TO THE ORDER OF Gila County Treasurer $ 900.20

Nine Hundred & 20/100'S DOLLARS

Security Features Details on Back

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

FOR Service fees- April JZ30 MP

⑈0000002355⑈ ⑆122105278⑆ 0703680454⑈

ARF-2535 **Consent Agenda Item 4. H.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Reporting Period: April 2014

Submitted For: Mary Navarro **Submitted By:** Mary Navarro, Justice Court Operations Mgr, Justice Court-Globe Regional

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Information

Subject

Globe Regional Justice of the Peace's Office Monthly Report for April 2014

Suggested Motion

Acknowledgment of the April 2014 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Globe Regional Justice Court Monthly Report for April 2014

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: April, 2014

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	$ 8,061.50
RECEIVED DURING THE MONTH	$ 8,864.33
DISBURSED DURING THE MONTH	$10,313.20
BALANCE AT THE END OF THE MONTH	$ 6,612.63

Justice of the Peace

Financial Clerk

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

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

APRIL, 2014 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Native Plant	ZANP			$ 215.85	$ 10.80	$ 205.05
Child Passenger Restraint	ZCPRF		STATE	$ 102.27	$ 5.12	$ 97.15
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 859.70	$ 42.99	$ 816.71
Domestic Violence Shelter Fund	ZDVSF		STATE	$ 87.50	$ 4.38	$ 83.12
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 2,508.61		$ 2,508.61
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 2,975.98		$ 2,975.98
Game and Fish - Wildlife	ZGF		STATE	$ 82.43	$ 4.13	$ 78.30
Extra DUI Assessment $500	ZGFDU		STATE	$ 1,887.91	$ 94.40	$ 1,793.51
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ 14.06	$ 0.71	$ 13.35
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 247.95	$ 12.40	$ 235.55
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ -	$ -	$ -
Public Safety Equipment Fund	ZPSEF		STATE	$ 316.50	$ 15.83	$ 300.67
Alternative Dispute Resolution	ZADR		T848-2061	$ 48.11	$ 2.41	$ 45.70
Arson Detection Reward Fund 41-2167D	ZADRF		T901-2061	$ 124.69	$ 6.24	$ 118.45
Confidential Address Assessment - State Treasurer	ZCAA1			$ 59.38	$ 2.97	$ 56.41
Confidential Address Assessment - Local	ZCAA2			$ 3.12	$ 0.16	$ 2.96
Citizens Clean Elections	ZCEF		T888-2061	$ 2,082.58		$ 2,082.58
Criminal Justice Enhancement 67%	ZCJEF		T812-2061	$ 10,400.56	$ 520.03	$ 9,880.53
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 1,470.00	$ 73.50	$ 1,396.50
DNA State Surcharge 3% 12-116.01C	ZDNAS		T872-2061	$ 1,162.98	$ 58.15	$ 1,104.83
DUI Abatement	ZDUIA		T889-2061	$ -	$ -	$ -
Elected Officials Retirement Fund 15.30%	ZEORF		T801-2061	$ 360.03	$ 18.01	$ 342.02
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	$ 13.40	$ 0.67	$ 12.73
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 1,031.72	$ 51.59	$ 980.13
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 19,998.14	$ 999.91	$ 18,998.23
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	$ 1,456.98	$ 72.85	$ 1,384.13
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	$ 967.23	$ 48.37	$ 918.86
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ 3.52	$ 0.18	$ 3.34
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 892.23		$ 892.23
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 160.17	$ 8.01	$ 152.16
Judicial Collection Enhancement $13	ZJCS		T840-2061	$ 1,659.84		$ 1,659.84
Judicial Collection Enhancement %PC	ZJCSF		T840-2061	$ 366.60	$ 18.33	$ 348.27
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	$ 1,400.61		$ 1,400.61
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 173.38	$ 8.67	$ 164.71
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	$ 243.47		$ 243.47
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	$ 162.31		$ 162.31
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	$ 289.34	$ 14.47	$ 274.87
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 386.37	$ 19.32	$ 367.05
Medical Services Enhancement 13%	ZMSEF		T813-2061	$ 2,869.02	$ 143.46	$ 2,725.56
2011 Additional Assessment - State Treasurer	ZOS1		T930-2061	$ 1,949.74	$ 97.49	$ 1,852.25
2011 Additional Assessment - County Treasurer	ZOS2		T931-2061	$ 243.72	$ 12.19	$ 231.53
Officer Safety Equipment - City Police - Globe (CP)	ZOS3		T932-2061	$ 90.37	$ 4.52	$ 85.85
Officer Safety Equipment - Sheriff (SHF)	ZOS4		T933-2061	$ 67.39	$ 3.37	$ 64.02
Officer Safety Equipment - DPS (DPS)	ZOS5		T934-2061	$ 776.88	$ 38.85	$ 738.03
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6		T935-2061	$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7		T936-2061	$ 17.65	$ 0.89	$ 16.76
Officer Safety - Registrar of Contractors (ROFC)	ZOS8		T937-2061	$ -	$ -	$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13		T938-2061	$ -	$ -	$ -
Officer Safety Equipment - County Attorney	ZOS14			$ 4.00	$ 0.20	$ 3.80
Arizona Department of Insurance (ADOI)	ZOS15		T939-2061	$ -	$ -	$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16		T940-2061	$ 17.59	$ 0.88	$ 16.71
Health and Human Services (HHS)	ZOS17		T941-2061	$ -	$ -	$ -
Gila County Animal Control (R)	ZOS18		T942-2061	$ -	$ -	$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19		T943-2061	$ 0.23	$ 0.02	$ 0.21
TriCity Fire Department (TRIFI)	ZOS20		T944-2061	$ -	$ -	$ -
San Carlos Game and Fish (SCGF)	ZOS23		T945-2061	$ -	$ -	$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24		T946-2061	$ 0.83	$ 0.05	$ 0.78
Arizona Department of Liquor (ADL)	ZOS25		T947-2061	$ -	$ -	$ -
Officer Safety Equipment - Attorney General Office	ZOS26			$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 10.43	$ 0.53	$ 9.90
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	$ 106.67	$ 5.34	$ 101.33
Prison Construction Fund	ZPCOF		T908-2061	$ 2,239.89	$ 112.00	$ 2,127.89
Probation Surcharge 2006 ($10.00)	ZPRS6		T871-2061	$ 226.70	$ 11.34	$ 215.36
Probation Surcharge 2009 ($20.00)	ZPRS9		T871-2061	$ 5,067.93	$ 253.40	$ 4,814.53
Probation Surcharge $5.00	ZPRSU		T871-2061	$ 56.47	$ 2.83	$ 53.64
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	$ 121.61		$ 121.61
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	$ 3,734.25		$ 3,734.25
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	$ 2,489.50		$ 2,489.50
Security Enhancement Fee	ZSECE			$ -	$ -	$ -

GLOBE JUSTICE COURT TREASURER'S RECAP FY2014

APRIL, 2014 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
State Highway Fund	ZSHWY			$ -	$ -	$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	$ -	$ -	$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	$ 10.05	$ 0.51	$ 9.54
Technical Registration Fund ($15 Drug Offenses)	ZTECH			$ -	$ -	$ -
Victims Assistance Fund	ZVAF		T814-2061	$ 25.21	$ 1.27	$ 23.94
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	$ 34.74	$ 1.74	$ 33.00
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (City Police)	ZSLPC		CITY POLICE	$ -	$ -	$ -
TOTALS				$ 74,160.54	$ 2,794.68	$ 71,365.86

TOTAL ADJUSTED BALANCE VERIFICATION	$ 71,365.86
TOTAL RESTITUTION RECEIVED	$ 1,986.64
TOTAL RECEIPTS THIS MONTH	$ 76,147.18

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
5/2/2014	8033	$ 9,108.00	ARIZONA STATE TREASURER
5/2/2014	8034	$ 65,224.59	GILA COUNTY TREASURER
5/2/2014	8031	$ 33.00	GILA COUNTY SHERIFF D.A.R.E.
		$ -	CITY POLICE SUSPENDED PLATES
		$ 74,365.59	TOTAL DISTRIBUTIONS THIS MONTH

I, Gary Goetteman, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds to the best of my knowledge and belief, collected by me for the month of APRIL, 2014.

Justice of the Peace

Subscribed and Sworn to before me this 5th day of May, 2014.

Susan LeMae Williams

Notary Public

My Commission Expires: February 12, 2017

SUSAN LEMAE WILLIAMS
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
February 12, 2017

ARF-2551 **4. I.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Reporting Period: Clerk of the Superior Court's Monthly Report for April 2014

Submitted For: Anita Escobedo

Submitted By: Vicki Aguilar, Chief Deputy Clerk of the Superior Court, Clerk of the Superior Court

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Information

Subject

Clerk of the Superior Court's Office Monthly Report for April 2014.

Suggested Motion

Acknowledgment of the April 2014 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerk of Court Report for April 2014

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT

FOR

APRIL 2014

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.

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

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 5/14/2014 9:35:20 AM

Criteria : From Date : 4/1/2014 To Date :4/30/2014

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	$10801.45		($40902.76)		($30101.31)	$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	$29606.29			($5000.00)	$24606.29	$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	$2295.27				$2295.27	$114.76
Agency Name : GILA COUNTY TREASURER									
CTREAS	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT -CNTY TRSR	$6.21		$0.22		$6.43	$0.32
		ZOS1	2011 ADDTNL ASSMNT -STATE TRSR	$49.71		$1.72		$51.43	$2.57
		ZVAPB	30% INTERSTATE COMPACT	$40.89				$40.89	$2.04
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	$175.00		$123.93		$298.93	$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	$52.07				$52.07	$2.60
		ZATT	ATTORNEY FEE REIMBURSEMENT	$755.00		$70.61		$825.61	$0.00
		ZFEE	BASE FEES (GENERAL FUND)	$4742.27				$4742.27	$237.11
		ZFINE	BASE FINES	$3267.38		$2920.66		$6188.04	$309.40
		ZFORF	BOND FORFEITURES				$5000.00	$5000.00	$250.00

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZCIEF	CHILDREN ISSUES EDUC FUND	$300.00				$300.00	$15.00
		ZCEF	CLEAN ELECTIONS FUND	$360.89		$540.77		$901.66	$0.00
		ZCAA1	CONFIDENTAL ADDRESS ASSESSMENT FUND-STATE	$34.68				$34.68	$1.73
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	$1.82				$1.82	$0.09
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	$38.75				$38.75	$1.94
		ZJDET	COUNTY JUV DETENTION	$1903.38		$3026.08		$4929.46	$246.47
		ZCLLF	COUNTY LAW LIBRARY FUND	$2293.83				$2293.83	$114.69
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	$1785.43		$3284.04		$5069.47	$253.47
		ZDNAS	DNA STATE SURCHARGE	$170.21		$133.76		$303.97	$15.20
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	$776.09				$776.09	$38.80
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	$288.72				$288.72	$14.44
		ZDREF	DOMESTIC RELATIONS EDUCATION	$120.00				$120.00	$6.00
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	$1365.71				$1365.71	$68.29
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	$485.96		$1165.92		$1651.88	$82.59

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZDGEF	DRUG & GANG ENFORCEMENT FUND	$195.94				$195.94	$9.80
		ZDCRT	DRUG COURT FEE FUND	$425.00		$61.00		$486.00	$24.30
		ZDUIA	DUI ABATEMENT FUND	$490.00		$45.00		$535.00	$26.75
		ZCSVF	EXPEDITED CHILD SUPPORT AND	$414.00				$414.00	$20.70
		ZWITN	EXPERT WITNESS FUND	$720.00				$720.00	$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	$484.15		$1017.74		$1501.89	$75.09
		ZEXJU	EXTRA JUV PROBATION ASMNT	$338.56		$1088.81		$1427.37	$71.37
		ZFAR2	FARE DELINQUENCY FEE	$48.99		$70.00		$118.99	$0.00
		ZFAR1	FARE SPEC COLLECTIONS	$19.96		$37.52		$57.48	$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	$252.60		$378.48		$631.08	$31.55
		ZCC	GEN JURIS CONCILIATION COURT	$872.90				$872.90	$43.65
		ZGCAT	GILA COUNTY ATTORNEY - 60%	$3765.97		$3012.22		$6778.19	$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	$627.65		$502.03		$1129.68	$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	$1882.99		$1506.12		$3389.11	$0.00
		ZJF	JAIL (INCARCERATION) FEES			$4.14		$4.14	$0.00

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	$1126.88				$1126.88	$56.34
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	$2559.51				$2559.51	$127.98
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	$97.09		$75.48		$172.57	$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	$180.31		$140.17		$320.48	$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER $40			$124.00		$124.00	$6.20
		ZJDU	JUVENILE DIVERSN FUND UNDER $40	$28.00		$791.22		$819.22	$40.96
		ZJS	JUVENILE PROBATION SERV FEES	$1958.21		$2289.89		$4248.10	$212.41
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	$495.14		$902.09		$1397.23	$69.86
		ZMISC	MISCELLANEOUS FEES	$72.42				$72.42	$3.62
		ZOS3	OFFCR SAFETY EQUIP -CITY POLICE	$12.00		$0.86		$12.86	$0.64
		ZOS4	OFFCR SAFETY EQUIP -SHERIFF	$12.86				$12.86	$0.64
		ZPP	PASSPORT APPLICATION FEES	$1775.00				$1775.00	$88.75
		ZPCOF	PRISON CONSTRUCTION AND	$2298.24		$1011.02		$3309.26	$165.46
		ZPRS6	PROB SURCH 2006	$1.37				$1.37	$0.07

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
CTREAS	GILA COUNTY TREASURER	ZPBA	PROBATION FEE ADULT	$15755.85		$10080.09		$25835.94	$1291.80
		ZPUBZ	PUBLIC DEFENDER FEES	$167.50		$817.00		$984.50	$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	$314.58		$219.50		$534.08	$0.00
		ZSMEN	SPOUSAL MAINTENANCE FUND	$67.14				$67.14	$3.36
		ZSTAT	STATE TREASURER - GENERAL FUND	$356.37		$170.38		$526.75	$26.34
		ZTECH	TECHNICAL REGISTRATION FUND	$45.00				$45.00	$2.25
		ZVAF	VICTIMS ASSISTANCE FUND	$95.40				$95.40	$4.77
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	$90.00		$115.00		$205.00	$10.25
		ZPRS9	ZPRS9	$128.76		$20.00		$148.76	$7.44
Agency Name : MISCELLANEOUS - TRUST									
ZMIST	MISCELLANEOUS - TRUST	ZMIST	MISCELLANEOUS - TRUST	$22.00				$22.00	$0.00
Agency Name : OVERPAYMENT FUND									
ZOVER	OVERPAYMENT FUND	ZOVER	OVERPAYMENT FUND	$249.00		($30.00)		$219.00	$0.00
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	$17062.68		$5185.29		$22247.97	$0.00
			Total:	**$117227.03**		**$0.00**	**$0.00**	**$117227.03**	**$4199.86**

LESS SHADED AREAS: - 49,390.53

67,836.50

RELEASE FROM HOLD: + 30,101.31

97,937.81

THIS REPORT IS FOR INTERNAL USE ONLY. DO NOT DISTRIBUTE OR SHARE !

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law,
Deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of APRIL, 2014.

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

SUBSCRIBED AND SWORN to before me this 8TH day of MAY 2014.

Deputy

ARF-2528 **Consent Agenda Item 4. J.**

Regular BOS Meeting

Meeting Date: 05/27/2014

Reporting Period: Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 4-25-14; and 5-2-14

Submitted For: Jeffrey Hessenius, Finance Director

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

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Information

Subject

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 4-25-14; and 5-2-14.

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of April 21, 2014, to April 25, 2014; and April 28, 2014, to May 2, 2014.

Attachments

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 4-25-14; and 5-2-14

Authorization to cancel request for an AC unit for the GED room

Service Agreement No. 041514-1 with Earthquest Plumbing

Amendment No. 3 with Mundy Company Plumbing

Lease Agreement 041014 with Old Main Storage

Authorization to Utilize Maricopa County Contract No. 13024-S with Norment Security

Service Agreement No. 041014-1 with Experienced Firesprinkling

Service Agreement 042214-2 with DJ's Companies

Service Agreement No. 042114-1 with 2Geckos Consulting

Authorization to Utilize Superior Court of Arizona Contract No. 12020-RFP with Smiths Detection

Service Agreement No. 042214 withTri-City Fire District

Authorization to utilize GSA Contract No. GS-07F-0007H with CEIA USA, Ltd.

Authorization to utilize City of Avondale Contract No. 13412 with Stanley Security Solutions

Service Agreement No. 042214 with Nate Reed

Service Agreement 042114 with Rockin B Productions

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

April 21, 2014 to April 25, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
09D-PMAC2-0902 Pueblo Mechanical, LLC	Authorization to cancel request for an AC unit for the GED room	~~$6,001.26~~	~~3-19-14 to 6-18-14~~	4-23-14	Expires	Gila County is utilizing our option to contract off of an existing cooperative agreement with Mohave County. Contractor will furnish and install a ductless AC unit for the GED Room at the Globe Jail. **CONTRACT CANCELLED BY COUNTY**
041514-1 Earthquest Plumbing	Service Agreement No. 041514-1 Install new sink and faucet for Gila County Jail	$462.36	4-23-14 to 6-30-14	4-23-14	Expires	For safety reasons medical rearranged layout of their office, which constitutes the need to install a new sink in a different location. Contractor will install a new sink and faucet, and tie into existing waste and waterlines for $462.36.
032813 Mundy Company Plumbing, Inc.	Amendment No. 3 to Service Agreement No. 032813 URRD Emergency Repair/Replace	~~$3,500.00~~	~~4-9-14 to 4-8-15~~	4-23-14	Expires	Contractor advised the County they will no longer be able to continue the contract for the Emergency Repairs. Amendment No. 3 will serve to cancel the contract.
041014 Old Main Storage	Lease Agreement No. 041014	$1,087.08	5-1-14 to 4-30-15	4-23-14	Option to renew for two (2) additional one (1) year periods	Storage unit rental for the Payson Justice Court in Payson, AZ.
13024-S Norment Security Group	Authorization to utilize Maricopa County Contract No. 13024-S with Norment Security	$5,000.00	4-23-14 to 4-30-15	4-23-14	Expires	During the weekend of April 19-20, 2014, the Control Room Monitor for the Sheriff's office jail detention center went down due to a system crash. Norment Security is the company that wrote the script for the software that makes the system work. The crashing of the system is a security issue. This is the system that controls and operates all of the gates and cell doors. Until it is up and running again, we have officers that have to enter the confined areas with keys to unlock the doors. The original system was purchased in 2009 and is no longer under warranty.

April 28, 2014 to May 2, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
041014-1 Experienced Firesprinkling	Service Agreement No. 041014-1 Ansul Hood System	$2,408.80	4-30-14 to 6-30-14	4-30-14	Expires	Contractor shall provide all personnel, equipment, materials, supplies, services and supervision to bring the Ansul Hood System for the Sheriff's Office Jail kitchen, into compliance with NFPA 17A, by updating the necessary components.
042214-2 DJ's Companies, Inc.	Service Agreement No. 042214-2 Supply Portable Toilets for May 2014 Copper Dust Stampede Rodeo	$1,170.00	5-9-14 to 5-10-14	4-30-14	Expires	Contractor shall provide portable toilets for the Copper Dust Stampede Rodeo to be held at the Gila County Fairgrounds on May 9th and May 10th, 2014.
042114-1 2Geckos Consulting	Service Agreement No. 042114-1 Workforce Investment Act (WIA) Website and Maintenance	$3,240.00	4-23-14 to 4-22-15	4-30-14	Expires	Contractor shall provide the Arizona Workforce Connection with a search engine friendly website to include interactive maps, sign-up forms, questionnaires, visitor analytics and links to services. The services will streamline client information and provide up-to-date information to use for program decisions in WIA. The services include, but not limited to, creating a website, hosting a website, create kiosk software and maintenance for kiosk.
12020-RFP Smiths Detection	Authorization to Utilize Superior Court of Arizona Contract No. 12020-RFP with Smiths Detection	$32,573.55	4-30-14 to 6-30-14	4-30-14	Expires	The Globe Courthouse is in need of security equipment at the entrance of the building. An X-ray Inspection System will allow for the detection of narcotics and contraband, explosives, weapons etc….that may be brought into the Courthouse. Smiths Detectors was the successful low bidder to the Superior Court of Arizona in Maricopa County to supply, install and maintain their security equipment for court facilities.

April 28, 2014 to May 2, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
042214-1 Tri-City Fire District	Service Agreement No. 042214-1 Emergency Medical Care & Transportation for May 2014 Copper Dust Stampede Rodeo	$1,228.80	5-9-14 to 5-10-14	4-30-14	Expires	Contractor to provide EMT and Transportation services for the May 09th and 10th Copper Dust Stampede Rodeo.
GS-07F-0007H CEIA USA, Ltd.	Authorization to Utilize GSA Contract No. GS-07F-0007H with CEIA USA, Ltd.	$7,259.17	4-30-14 to 6-30-14	4-30-14	Expires	The Globe Courthouse is in need of security equipment at the entrance of the building. An Elliptic Metal Detector will allow for the detection of narcotics and contraband, explosives, weapons etc….that may be brought into the Courthouse. CEIA USA, Ltd has a contract with General Service Administration (GSA), which has recently opened up all contracts to all municipalities to utilize. Previously only the Federal Government could utilize the GSA contracts. Staff had planned on purchasing the same machine from the vendor we are purchasing the x-ray machine from, but then we discovered we could save $1,149.50 from purchasing the machine directly from CEIA USA, which is the company that the other vendor was going to purchase it from. Additionally, by purchasing directly from CEIA, they're personnel are better trained to install the equipment, whereas the other company was going to hire outside of their staff for the installation and pass that charge on to the County.

April 28, 2014 to May 2, 2014

Number / Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
13412 Stanley Security Solutions	Authorization to Utilize City of Avondale Contract No. 13412 with Stanley Security Solutions	$5,000.00	4-30-14 to 4-29-15	4-30-14	Expires	Contractor will provide emergency repairs on security systems when requested. We currently have an issue with some of the keypads at the Courthouse either not unlocking when people use their badges, or not locking altogether. Having a blanket Purchase Order in place, will expedite the repairs when something like this occurs.
042214 Nate Reed	Service Agreement No. 042214 Rodeo Clown/Barrel Man for May 2014 Copper Dust Stampede Rodeo	$1,300.00	5-9-14 to 5-10-14	5-1-14	Expires	Contractor to provide Rodeo Clown and Barrel Man services for the May 09th and 10th Copper Dust Stampede Rodeo.
043014-1 Rockin' B Productions	Service Agreement No. 043014-1 Announcer and Soundman for May 2014 Copper Dust Stampede Rodeo	$2,200.00	5-9-14 to 5-10-14	5-1-14	Expires	Contractor to provide Announcer and Soundman services for the May 09th and 10th Copper Dust Stampede Rodeo.

EXECUTIVE SUMMARY FORM

Contract Name: Gila County Jail GED Room Ductless AC unit

Contract No.: Mohave Contract No. 09D-PMAC2-0902

Statement of Purpose and Need (3-5 Sentences)
The chapel is being converted into a GED room and has no AC unit. Major Solberg is requesting an AC unit be installed in the GED room. **On 03-19-14, a request for authorization to utilize the Mohave Cooperative Agreement was approved by the County Manager for Pueblo Mechanical to furnish and install an AC unit for the GED Room. DR. O'DELL HAS DECIDED NOT TO MOVE FORWARD WITH THIS PROJECT AT THIS TIME. SHE FEELS THE COST IS TOO HIGH. APPROVAL TO CANCEL THE AUTHORIZATION TO UTILIZE THE MOHAVE CONTRACT WITH PUEBLO MECHANICAL TO FURNISH AND INSTALL AN AC UNIT FOR THE GED ROOM, IS REQUESTED BY WAY OF THE COUNTY MANAGER'S SIGNATURE BELOW.**

Contract End Date: 90 days after award

Renewal Option: ☐ Yes ☒ No

Maximum Dollar Limit: $6,001.26

Contract Information

Firm Name: Pueblo Mechanical & Controls

Contact Person: F.W. Cole

Address: 6771 E. Outlook Drive

Phone No: 520-545-1044

City: Tucson **State:** AZ **Fax:** **Email:** Whitey@pueblo-mechanical.com

Fund: Gen Fund/Sheriff/Detention/Repair & Maintenance/Buildings

Fund Code: 1005.300.442.000.4300.60

Type of Funds: ☐ Restricted ☐ Grant ☐ General Fund ☐ Other

Date Sent for Legal Review: n/a

Date Returned:

Special Notes:
Gila County is part of the Mohave Cooperative for cooperative purchasing. By using the Mohave contract with Pueblo Mechanical & Controls, it will save the county in both time and money for a rate that already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the Mohave Educational Services Cooperative, Contract No. 09D-PMAC2-0902, for HVAC approved this 23 **day of** APRIL **. 2014.**

GILA COUNTY MANAGER

Don E. McDaniel, Jr.

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

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

Jeff Hessenius
Phone (928) 402-8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 041514-1

INSTALL NEW SINK AND FAUCET AT GILA COUNTY JAIL

THIS AGREEMENT, made and entered into this 23RD day of APRIL, **2014,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Earthquest Plumbing, Inc.**, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the Facilities Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 041514-1, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 041514-1, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2 The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6– WARRANTY

Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: Contract shall be effective on the date it is awarded and be in full force and effect through June 30, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of **$ 462.36** for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 041514-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 4/23/14

EARTHQUEST PLUMBING, INC.

Signature

Timothy W. Haas

Print Name

Earthquest Plumbing, Inc. ROC184573

P.O. Box 539
Globe, AZ 85501

Estimate

Date	Estimate #
8/21/2013	242

Name / Address
GILA COUNTY FINANCE DEPT. ATTN: ACCOUNTS PAYABLE 1400 E. ASH ST. GLOBE, AZ. 85501

Project

Description	Qty	Cost	Total
GILA COUNTY JAIL- INSTALL NEW SINK AND FAUCET, TIE INTO EXISTING WASTE AND WATER.			
Plumber labor-	2	45.00	90.00
laborer- S/A/A	2	45.00	90.00
WALL HUNG SINK	1	75.00	75.00T
4" GOOSE NECK FAUCET	1	140.00	140.00T
ANGLE STOPS, ESCUSIONS,SUPPLY LINES	1	45.00	45.00T

Subtotal	$440.00
Sales Tax (8.6%)	$22.36
Total	$462.36

AMENDMENT NO. 3

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

SERVICE AGREEMENT 032813
URRD EMERGENCY REPAIR/REPLACE

MUNDY COMPANY PLUMBING, INC.

Effective April 09, 2013, Gila County and Mundy Company Plumbing, Inc. entered into a Service Agreement whereby Mundy Company Plumbing, Inc. agreed to provide labor and materials, as needed, for emergency repairs to sewer and water utilities, when requested by Community Services-Housing Manager or designee.

Amendment No. 1 was executed on July 17, 2013, to reclassify the funding source for this contract for Fiscal Year 2013/2014; and to increase the original contract amount from Three Thousand Five Hundred dollars ($3,500.00), by Four Thousand, One Hundred Forty-Eight dollars and 94/100's ($4,148.94), for a new contract total of Seven Thousand Six Hundred Forty-Eight and 94/100's ($7,648.94).

Amendment No. 2 was executed on March 26, 2014 to extend the contract term for an additional year from April 09, 2014 to April 08, 2015; and to adjust the contract total for the term of this extension to an amount not to exceed $3,300.00.

Amendment No. 3 is being issued to cancel Service Agreement No. 032813, with Mundy Company Plumbing, Inc. per their request. Mundy Company Plumbing, Inc. submitted a notice to the County on April 03, 2014, stating they would no longer be available to perform plumbing services for the Gila County Housing Department.

Therefore, Amendment No. 3 will serve to cancel Service Agreement No. 032813, effective immediately.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 13 day of APRIL, 2014.

GILA COUNTY

Don E. McDaniel, Jr. County Manager

MUNDY COMPANY PLUMBING, INC.

Michael R. Mundy
Authorized Signature

Michael R. Mundy
Print Name

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

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

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

1400 E. Ash Street
Globe, AZ 85501

LEASE AGREEMENT NO. 041014

This lease agreement is entered into between Old Main Storage of Payson, AZ, hereinafter referred to as **OWNER** and Gila County of Globe, AZ, hereinafter referred to as **GILA COUNTY**.

1. LOCATION & DESCRIPTION OF LEASED AREA: This Agreement is to lease Storage Unit #22, a 10' x 20' storage unit, at a unit price of $90.59 per month, for a twelve month period. The unit to be leased is located at 200 W. Main Street, in Payson, Arizona, 85541.

2. TERM & RATES: The term of this Agreement shall be for a period of one (1) year, from May 01, 2014 to April 30, 2015. The annual rent shall be at a rate of $1,087.08, for all units described in this lease agreement, payable within fifteen (15) days of receipt of invoice. An invoice shall be generated by the Owner and mailed to the County address in this lease.

   The Owner agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

   The County will have exclusive use of the storage room.

3. LANDLORD – TENANT RELATIONSHIP: The landlord-tenant relationship shall be governed by A.R.S. §33-301 to 33-381.

   This agreement is subject to cancellation pursuant to A.R.S. §38.511.

4. FISCAL LIMITATIONS: It is understood and agreed that Gila County's obligation pursuant to this Agreement is contingent upon financial appropriation during the rental period. In the event such financial appropriation is inadequate, Gila County may discontinue occupancy of the office space with thirty (30) days written notice.

5. TERMS AND CONDITIONS: Gila County will pay the storage rental amount on an annual basis. Should the business known as Old Main Storage, transfer ownership during the time of the lease period, the prepayment made by Gila County shall also transfer to the new Owner. To the extent that the terms and conditions of this Lease Agreement conflict with the Terms and Conditions of the original Storage Agreements, the terms and conditions of this lease agreement will prevail and govern the contractual relationship between the parties.

6. NOTICES: All Notices or Demands upon either party shall be in writing and shall be delivered in person or via mail addressed as follows:

Old Main Storage
Attn: Mark Sopeland
P.O. Box 540
Payson, Arizona 85541

Gila County Finance
Guerrero Building
Attn: Accounts Payable
1400 E. Ash Street
Globe, Arizona 85501

GILA COUNTY

Don E. McDaniel, Jr., County Manager

Date: 4/23/14

OLD MAIN STORAGE

Mark Sopeland/Owner

Owner
Title

EXECUTIVE SUMMARY FORM

Contract Name: Emergency Purchase Order to repair Sheriff's Office Control Room Monitor

Contract No.: 13024-S Maricopa County/ S.A.V.E. Co-op

Statement of Purpose and Need (3-5 Sentences)
During the weekend of April 19-20, 2014, the Control Room Monitor for the Sheriff's office jail detention center went down due to a system crash. Norment Security is the company that wrote the script for the software that makes the system work. The crashing of the system is a security issue. This is the system that controls and operates all of the gates and cell doors. Until it is up and running again, we have officers that have to enter the confined areas with keys to unlock the doors. The original system was purchased in 2009 and is no longer under warranty.

Contract End Date: As soon as possible

Renewal Option: ☐ Yes ☒ No

Maximum Dollar Limit: Not to exceed $5,000.00

Contract Information

Firm Name: Norment Security Group, Inc.

Contact Person: Matt Bauer

Address: 446 North Austin Drive Suite 1

Phone No: 480-940-6970

City: Chandler **State:** AZ **Fax:** 480-753-3533 **Email:** matt.bauer@normentsecurity.com

Fund: Sheriff's Justice Enhancement/Sheriff/Patrol/Payson/Communications Equipment Expense

Type of Funds: ☐ Restricted ☐ Grant ☐ General Fund ☐ Other

Fund Code: 3011.300.340.010.4230.20

Date Sent for Legal Review: n/a

Date Returned: _____

Special Notes:
Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes Maricopa County, for cooperative purchasing. By using the Maricopa County contract with Norment Security Group, Inc., it will save the county in both time and money for a rate that already been established in the Maricopa County bidding process.

Authorization to use a Cooperative Purchasing Agreement with Maricopa County, Contract No. 13024-S, for Security Electronic Systems: Parts, Maintenance & Repair approved this 23 **day of** APRIL _____**. 2014.**

GILA COUNTY MANAGER

Don E. McDaniel, Jr.

GILA COUNTY

CONTRACT REQUEST

For departments requesting that a contract be prepared by the Gila County Procurement Group, please complete this form in its entirety. Form may be emailed or sent interoffice to Procurement. Please be sure to attach any backup documentation.

Contract No.: _____
(For Procurement Use Only)

Requesting Department: Sheriff's Office Date: 4/21/14

Contract Title: Norment Security Group Inc.

Contract Start Date: 4/21/14 Contract End Date: 6/30/14

Company Title or Vendor Name: Norment Security Group, Inc.

Contact Name: _____ E-mail: www.normentsecurity.com

Address – Street: 3224 Mobile Highway Phone: 480-940-6970
City: Montgomery
State, Zip Al, 36108

Contract Amount $ 5,000.00 Project No.: _____
(If there are multiple fees & projects involved please provide)

Fund: 3011 Dept: 300 Program: _____ Location: 340 Account: 4230.20
(If there are multiple funds please include all)

STATEMENT OF PURPOSE AND NEED

Emergency P.O. for work done on Control Room Monitor due to PC crash. This operates the Control room panel that takes care of the all controls and operates the gates. Requesting the amount up to $5,000. Please contact Major Solberg or Lt. Duarte regarding any questions in this matter.

SCOPE OF SERVICE/WORK

Please provide a DETAILED DESCRIPTION of the scope of work/service to be included in the body of the contract. Including special terms/conditions. It is the responsibility of the requesting department to verify all specific information needed in the contract scope of service and specifications are provided below or attached to this form.

Please contact Major Solberg or Lt. Duarte regarding this matter.

Individual Requesting: Joann Fane Extension: 1884

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

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
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Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext.8761

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

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

SERVICE AGREEMENT NO. 041014-1
ANSUL HOOD SYSTEM

THIS AGREEMENT, made and entered into this 30TH day of APRIL, **2014**, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the County, and Experienced Firesprinkling Inc., of the City of Payson, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the repairs necessary to bring the Ansul Hood System in the Globe Sheriff's Office Kitchen, into compliance with NFPA 17A.

Scope of Work: The contractor shall perform the work as described and recommended in Attachment "A" to Service Agreement No. 041014-1, by mention made a binding part of this agreement as set forth herein.

Contractor Fee: Refer to Attachment "A" to Service Agreement No. 041014-1, by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: : Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of

Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

   a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall

precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501,** or emailed to Jeannie Sgroi at jsgroi@gilacountyaz.gov . The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Agreement.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14 - TERM: Contract shall be effective date signed by the County Manager and expires on June 30, 2014

ARTICLE 15 – PAYMENT: The Scope of Services as outlined above will be performed for a not-to-exceed without written authorization budget **$2,408.80** for completion of the project as outline in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of Service Agreement No. 040414, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 30 day of APRIL, 2014.

GILA COUNTY:

Don E. McDaniel, Jr. , County Manager

EXPERIENCED FIRESPRINKLING, INC.

Gina M. Teague

Signature

Gina M Teague

Print Name/Title

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

Michael A. Pastor, District II
1400 E. Ash St. Globe, AZ. 85501
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www.gilacountyaz.gov

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

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 042214-2

SUPPLY PORTABLE TOILETS FOR MAY 2014 COPPER DUST STAMPEDE RODEO

THIS AGREEMENT, made and entered into this 30th day of April, **2014,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **DI'S COMPANIES, INC.**, of the City of **Claypool**, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Director** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 042214-2 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 042214-2 by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement 042214-2, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as

"Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

   a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be

maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this

Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The term of the Contract shall commence upon award and remain in effect from May 9, 2014 through May 10, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a not to exceed amount of **$1,170.00** for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. **042214-2** has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 4/30/14

DJ'S COMPANIES, INC.

Darlene Jonovich
Signature

Darlene Jonovich
Print Name

DJ's Companies, Inc.
PO Box 1810 Claypool, AZ 85532

Phone (928) 425-0602
Fax (928) 425-0332

Licensed ♦ Bonded ♦ Insured
Residential ♦ Industrial ♦ Commercial

April 8, 2014

Copper Dust Stampede
P.O. Box 1538
Globe, Arizona 85501

Joni Erwin,

As per your request portable toilet pricing:

(12) Portable toilets for 5/9/14 thru 5/10/14	45.00 a unit	540.00
(2) Portable handicap toilets for 5/9/14 thru 5/10/14	100.00 a unit	200.00
(1) Portable 4-way hand wash 5/9/14 thru 5/10/14	100.00 a unit	100.00
Service 5/10/14 morning (12)toilets(2)handicap(1)hand wash	20.00 a unit	300.00
Town of Miami waste water dump fees	1.00 a unit	30.00
	Total	1170.00

Thank You,

Darlene Jonovich
DJ's Companies, Inc.

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

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

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

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 042114-1

WORKFORCE INVESTMENT ACT (WIA) WEBSITE AND MAINTENANCE

THIS AGREEMENT, made and entered into this 30th day of April, **2014**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and 2Geckos Consulting, of the City of Casa Grande, State of Arizona, hereinafter designated the Consultant.

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

ARTICLE 1 – SCOPE OF SERVICES: The Consultant shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Community Services Director or designee.

All work performed by the Consultant shall be completed to local codes and regulation per Gila County and the State of Arizona and any and all Federal regulations.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 042114-1, by mention made a binding part of this agreement as set forth herein.

Consultant Fee's: Refer to Attachment "A" to Service Agreement No. 042114-1, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement No. 042114-1, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Consultant shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Consultant shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subConsultants. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Consultant and subConsultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subConsultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or subConsultants and Consultant is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Consultant shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant".**

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Consultant even if those limits of liability are in excess of those required by this Contract.
2. The Consultant's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Consultant shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONSULTANTS:** Consultants' certificate(s) shall include all subConsultants as additional insured's under its policies or Consultant shall furnish to the County separate certificates and endorsements for each subConsultant. All coverage's for subConsultants shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Consultant hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subConsultant who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Consultant and any subConsultant in order to verify such party's compliance with the State and Federal Immigration Laws.

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

Consultant shall advise each subConsultant of County's rights, and the subConsultant's obligations, under this Article by including a provision in each subcontract substantially in the following form: "SubConsultant hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SubConsultant's employees, and with the requirements of A.R.S. § 23-214 (A). SubConsultant further agrees that County may inspect the SubConsultant's books and records to insure that SubConsultant is in compliance with these requirements. Any breach of this paragraph by SubConsultant will be deemed to be a material breach of this contract subjecting SubConsultant to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Consultant. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Consultant's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Consultant shall be entitled to an extension of time, but not costs.

ARTICLE 6– WARRANTY: Consultant expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Consultant warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Consultant warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Consultant knows or has reason to know the particular purpose for which County intends to use the goods or services, Consultant warrants that such goods or services will be fit for such particular purpose. Consultant warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Consultant's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Consultant's warranty shall run to County, its successors, and assigns. Consultant agrees to replace or correct, at Consultant's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of one (1) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Consultant to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Consultant, may make such corrections or replace such goods and services and charge Consultant for the cost incurred by the County in doing so. Consultant recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Consultant. In such event, Consultant shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Consultant is an independent Consultant of the County. Consultant represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Consultant warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subConsultants will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Consultant that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Consultant nor any employee of the Consultant shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Consultant acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Consultant of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Consultant for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Consultant and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Consultant of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The term of the Contract shall commence on April 23, 2014 and remain in effect through April 22, 2015. The Consultant agrees that Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

ARTICLE 15 – PAYMENT/BILLING: Consultant shall be paid fifty percent (50%) of total contract amount at beginning of project, and the remaining fifty percent (50%) upon completion of project, but in no event shall payment exceed $3,240.00 for the completion of the project as outlined in Article 1-Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 042114-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 4/30/14

2GECKOS CONSULTING, LLC

Signature

Roger A. Biel

Print Name

Proposal for Arizona Workforce Connection

This proposal will consist of 3 parts, Website, Kiosk, and Web Application.
I intended to include a proposal for a Mobile App but the developer was not able to get me a proposal in time.

2Geckos Consulting has proven itself to be a reliable, on-time service provider that will to do what it takes to get the job done right. 2Geckos is your long term business partner serving central Arizona businesses since 1987.
Our Policy Statements are available at www.2Geckos.com/about/policystatements.htm

2Geckos Consulting, LLC
www.2geckos.com
(520) 709-2079

Web Application Development Proposal

A web application is a website but supports active content including complex web forms, processing credit cards, and access databases. This web application will combine the features of a Kiosk, Access Point, website, and mobile website into one solution.

The web application will load on a Kiosk though a web browser. The website, Kiosk, and Access Points will each have custom landing pages suitable for their environment.

Since I have not yet found a similar application, this will be a custom web application and require more time to fully implement all of the features but can be implemented in stages.

We want to first create a design profile; the creation of a web application is much the same as a website.

This includes collecting content and organizing it for easier navigation. I will need sample content for the links to resources, questionnaires, and other items that you want on the website and Kiosk. Once the design is complete then the initial website will be on-line and can begin testing on Kiosks to optimize the screen size.
The initial design profile will take 1-2 weeks to complete.

Next we map out the Web Application's structure, create controllers, and initializing the databases.

Create structures to logon and authenticate visitors and track visitor activity
Create custom landing pages for Kiosk, Access Point, or website
Start importing content to databases
This will take 2-3 weeks but and features are added they will be available.

Next we create the Content Management System and Reporting structures

To allow you to manage content and some layout options we will create management pages, they will be simple at first but want to allow downloading, uploading, and editing of records.
These features will continue to develop but initial CMS will take 2-6 weeks.

The Web application has much lower cost of ownership; there is no additional software or hosting fees above website hosting. The components of the web application incorporate PHP, MySQL, HTML5, JavaScript, and other open source components.

Web Application Development
$540 per year for Website Hosting
$2200 Web Application Development
$500 per year for Business Liability Ins per service agreement
$3,240 total

EXECUTIVE SUMMARY FORM

Contract Name: Purchase X-Ray Inspection System -Globe Courthouse **Contract No.:** Superior Court of Arizona in Maricopa County Contract No. 12020-RFP

Statement of Purpose and Need (3-5 Sentences)
The Globe Courthouse is in need of security equipment at the entrance of the building. An X-ray Inspection System will allow for the detection of narcotics and contraband, explosives, weapons etc....that may be brought into the Courthouse. Smiths Detectors was the successful low bidder to the Superior Court of Arizona in Maricopa County to supply, install and maintain their security equipment for court facilities.

Contract End Date: 04-30-14 to 06-30-14 **Renewal Option:** ☐ Yes ☒ No

Maximum Dollar Limit: $32,573.55

Contract Information

Firm Name: Smiths Detection **Contact Person:** Patrick Cope

Address: 2202 Lakeside Boulevard **Phone No:** 443-910-7226

City: Edgewood **State:** MD **Fax:** **Email:**

Fund: Superior & JP Crts Security/Finance/Gen Admin/Capital Outlay Machinery & Equip $5000 & over **Type of Funds:** ☐ Restricted ☐ Grant ☐ General Fund ☐ Other

Fund Code: 1124.201.140.4500.40 FM_0101SEC_2ndFloorEntry

Date Sent for Legal Review: 03-21-14 **Date Returned:** 04-03-14

Special Notes:
By using the Superior Court of Arizona in Maricopa County's contract with Smiths Detection, Inc. it will save the county in both time and money for a rate that already been established in the Court's bidding process.

Authorization to use Superior Court of Arizona in Maricopa County Contract No. 12020-RFP, for Court Tower X-Ray Machines, approved this 30 **day of** APRIL **. 2014.**

GILA COUNTY MANAGER

Don E. McDaniel, Jr.

smiths detection
bringing technology to life

Tax ID#: 22-3552823
DUNS #: 194239018

Patrick Cope
Regional Sales Manager
Smiths Detection
2202 Lakeside Blvd
Edgewood, MD 21040
Phone: **(443)910-7226**
Fax:
Email: patrick.cope@smithsdetection.com

Smiths Detection Equipment Proposal

Prepared for	Jeannie Sgroi & Shannon Coons	**Date**	13-Mar-14
Company	Gila County Courthouse	**Quote number**	Gila County Courthouse
Location	1400 E. Ash Street, Globe, AZ, 85501	**Delivery Location(s)**	1400 E. Ash Street, Globe, AZ, 85501
Phone	928-402-8612	**Delivery Terms**	FOB Origin Incoterms 2010
Email Address	jsgroi@gilacountyaz.gov & scoons@gilacountyaz	**Expected Delivery**	10 Weeks ARO
Payment Terms	Net 30 days	**Validity of Quote**	30 days

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	**Smiths Detection HI-SCAN 6040i X-ray Inspection System**	$28,094.06	$28,094.06
	17" LCD monitor	Included	Included
	Operator Keyboard	Included	Included
	Software:	Included	Included
	HI-SPOT - Automatic Dense Area Detection	Included	Included
	HI-TRAX Image Enhancement Functions	Included	Included
	Operator Manual	Included	Included
	12-month Standard Warranty	Included	Included
	Roller Tables		
2	**1/2-meter Exit Roller Table (entrance/exit)**	$950.00	$1,900.00
	Service Agreement Options		
1	**On-Site Extended Warranty with Preventative Maintenance**		$0.00
	On-site service coverage 8:30 am to 5:00 pm, Monday to Friday	Included	Included
	All labor, travel time and travel expenses	Included	Included
	All replacement parts required	Included	Included
	Unlimited access to 24/7 Technical Support	Included	Included
	Annual PMI and Radiation Leak Survey	Included	Included
1	**One Year (Included)**	Standard	$0.00
	Shipping, Handling & Installation		
1	**Shipping (terms detailed above)**	Included	Included
1	**Installation**	Included	Included
	Unit installation	Included	Included
	Radiation Leak Survey	Included	Included
	2-hour Operator Orientation	Included	Included
1	**Sales Tax**	$2,579.49	$2,579.49
		TOTAL PRICE	**$32,573.55**

Smiths Detection terms and conditions as of March 25, 2014, are hereby incorporated in this quotation and any purchase order that may result from this quotation will be in acceptance with these terms and conditions except that the agreement between the parties will be governed by the laws of State of Arizona and that the parties agree and any legal action to enforce any provision of this agreement will be subject to the exclusive jurisdiction of the state and federal courts of Arizona. Smiths Detection terms and conditions are located at the following Smiths Detection Website: www.smithsdetection.com/US_terms_conditions.php. The terms and conditions of Superior Court of Arizona contract #12020 RFP also apply. In the event of any conflict between Smiths Detection terms and conditions and the terms and conditions of Superior Court of Arizona contract #12020 RFP, the terms and conditions of Superior Court of Arizona contract #12020 RFP shall supersede and govern the relationship between the parties.

Prices do include state sales tax, miscellaneous fees or import/export duties of any kind.

The information contained herein is exempt from disclosure under the Freedom of Information Act (5 U.S.C 552) under Exemption (b)(4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C 1905) and FAR 24.202. Rights to use or disclose this proposal are governed by DFARS 252.227-7016 (June 1995).

All items are open market items (non-GSA), unless otherwise explicitly stated in this quote. Prices do include state sales tax, miscellaneous fees or import/export duties of any kind. Smiths Detection reserves the right to modify any terms and/or conditions stated in the above quotation.

4/30/14

Manager Approval Don E. McDaniel, Jr., County Manager

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

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 042214-1

EMERGENCY MEDICAL CARE AND TRANSPORTATION FOR MAY 2014 COPPER DUST STAMPEDE RODEO

THIS AGREEMENT, made and entered into this 30TH day of APRIL, **2014**, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Tri-City Fire District**, of the City of **Claypool**, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Director** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 042214-1 by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement 042214-1 by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement 042214-1, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee")

from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6– WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a

period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the

provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The term of the Contract shall commence upon award and remain in effect from May 9, 2014 through May 10, 2014.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a not to exceed amount of $1,228.80 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. **042214-1** has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 4/30/14

TRI-CITY FIRE DISTRICT

Signature

MARCO R OLSEN

Print Name

TRI-CITY FIRE DISTRICT

P.O. BOX 83
CLAYPOOL, AZ 85532

PHONE: 928-425-0815 FAX: 928-425-5392
WWW.TRICITYFIREDISTRICT.COM

April 24, 2014

Event: Rodeo Events **Event Dates: May 09 & 10, 2014**

Tri-City Fire District will provide emergency medical care and transportation for all participants, spectators, and anyone else in need of such services at this event.

Stand-by charges for one ambulance are **$76.80** per hour to be paid by the Contractor, also known as the Gila County. The ambulance will be staffed with at least two certified personnel for the dates and times specified below.

May 09, 2014 **18:00 PM through 22:00 PM (4 hrs.)**
May 10, 2014 **08:00 AM through 16:00 PM (8 hrs.) - 18:00 through 22:00 PM (4 hrs.)**

The Tri-City Fire District will provide a dedicated ALS staffed ambulance to the event during the hours covered under this contract. The Contractor will provide a safe place to park the ambulance, as well as a clear path into and out of the arena/contestant area for use by the ambulance and its personnel.

It is understood by the Contractor that the ambulance may have to leave the grounds for transportation purposes from this site: therefore, if this should occur the Tri-City Fire District will return the ambulance to the event as soon as possible in a safe and expedient manner. If another ambulance is needed during the time that your ambulance is in transport to the hospital please call 911 for another unit. There will be no other charges levied for the dedicated ambulance except for the patient's bill for the transport.

Fees for the services rendered will billed to: $1,228.80

Gila County
1400 E. Ash Street
Globe, AZ 85501
And are to be paid with 30 days from the date of the 1st billing to the address listed below.

Gila County **1400 E. Ash Street** **Globe, AZ 85501**	**Tri-City Fire District Ambulance Service** **P.O. Box 83** **Claypool, AZ 85532**
Authorized Signing Agent	**Authorized Signing Agent**
4/30/14 **Date Signed**	4/29/2014 **Date Signed**

EXECUTIVE SUMMARY FORM

Contract Name: Purchase Elliptic Metal Detector -Globe Courthouse

Contract No.: GSA Contract No. GS-07F-0007H

Statement of Purpose and Need (3-5 Sentences)
The Globe Courthouse is in need of security equipment at the entrance of the building. An Elliptic Metal Detector will allow for the detection of narcotics and contraband, explosives, weapons etc....that may be brought into the Courthouse. CEIA USA, Ltd has a contract with General Service Administration (GSA), which has recently opened up all contracts to all municipalities to utilize. Previously only the Federal Government could utilize the GSA contracts. Staff had planned on purchasing the same machine from the vendor we are purchasing the x-ray machine from, but then we discovered we could save $1,149.50 from purchasing the machine directly from CEIA USA, which is the company that the other vendor was going to purchase it from. Additionally, by purchasing directly from CEIA, they're personnel are better trained to install the equipment, whereas the other company was going to hire outside of their staff for the installation and pass that charge on to the County.

Contract End Date: 04-30-14 to 06-30-14

Renewal Option: ☐ Yes ☒ No

Maximum Dollar Limit: $7,259.17

Contract Information

Firm Name: CEIA USA, Ltd

Contact Person: Mario Michard

Address: 9155 Duton Drive

Phone No: 440-804-4293

City: Twinsburg **State:** Ohio **Fax:** **Email:** mmichard@ceia-usa.com

Fund: Superior & JP Crts Security/Finance/Gen Admin/Capital Outlay Machinery & Equip $5000 & over

Type of Funds: ☐ Restricted ☐ Grant ☐ General Fund ☐ Other

Fund Code: 1124.201.140.4500.40 FM_0101SEC_2ndFloorEntry

Date Sent for Legal Review: 04-02-14

Date Returned: 04-02-14

Special Notes:
By using the GSA contract with CEIA USA, Ltd. it will save the county in both time and money for a rate that already been established in the Court's bidding process.

Authorization to use General Service Administration Contract No. GS-07F-0007H, for Metal & Bomb Detection Equipment, approved this 30 **day of** APRIL **. 2014.**

GILA COUNTY MANAGER

Don E. McDaniel, Jr.

9155 Dutton Drive
Twinsburg, OH 44087

Phone: (330) 405-3190
Fax: (330) 405-3196

Quote	011094
Date	4/2/2014
Page	1

Bill To:

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

Ship To:

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

CONTACT: ATTN: ACCOUNTS PAYABLE

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	GILCOU	MMICHARD		NET 30	0/0/0000	38,476

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
1	PMD2/EZPLUS-0033	PMD2/EZPLUS Metal Detector Elliptic 720mm elliptic version, incl. four multizone display bars programmable as pacing lights and/or 60 localization zones with left and right indication, Met-Identity technology, low voltage DC power,	EACH	$5,350.50	$5,350.50
2	46705	Metal Plates Kit with screws (for IP20) Stabilization plates	EACH	$42.77	$85.54
1	PD240-SET	Hand Held Metal Detector model PD240-SET	EACH	$327.47	$327.47
1	S/L/I	SERVICE/LABOR On-Site Technician for set-up, site acceptance procedure, verification of calibration, and operator training.	EACH	$750.00	$750.00
1	SALES TAX (8.6%)		Each	$495.6600	$495.66

Net 30 Payment Terms
Applicable State and Local Taxes Apply
Includes 2 Years Parts and Shop Labor Warranty
Shipping/Freight is Estimated Pre-Pay & Add

Subtotal	$7,009.17
Misc	$0.00
Tax	$0.00
Freight	$250.00
Total	$7,259.17

All amounts are in U.S. Dollars

EXECUTIVE SUMMARY FORM

Contract Name: Blanket Purchase Order for Emergency Repairs

Contract No.: 13412 City of Avondale/S.A.V.E. Co-op

Statement of Purpose and Need (3-5 Sentences)
Contractor will provide emergency repairs on security systems when requested. We currently have an issue with some of the keypads at the Courthouse either not unlocking when people use their badges, or not locking altogether. Having a blanket Purchase Order in place, will expedite the repairs when something like this occurs.

Contract End Date: One year from date of award

Renewal Option: ☐ Yes ☒ No

Maximum Dollar Limit: $5,000.00

Contract Information

Firm Name: Stanley Security Solutions

Contact Person: Matt Alvey

Address: 4666 S. Ash Avenue

Phone No: 480-216-9273

City: Tempe **State:** AZ **Fax:** **Email:** malvey@stanleyworks.com

Fund: Superior & JP Courts Security/Finance/Gen Admin/Pro Services-Other

Fund Code: 1124.201.140.000-4210.99

Type of Funds: ☐ Restricted ☐ Grant ☐ General Fund ☐ Other

Date Sent for Legal Review: n/a

Date Returned:

Special Notes:
Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the City of Avondale, for cooperative purchasing. By using the City of Avondale contract with Stanley Security Solutions., it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.

Authorization to use a Cooperative Purchasing Agreement with the City of Avondale, Contract No. 13412, for Security Electronic Systems: Parts, Maintenance & Repair approved this 30 **day of** APRIL **. 2014.**

GILA COUNTY MANAGER

Don E. McDaniel, Jr.

From: Needham, John
To: Sgroi, Jeannie
Subject: Labor Rate
Date: Tuesday, April 29, 2014 1:05:44 PM

Hi Jeannie,

Your labor rate will match the City of Avondale at 80.00 per hour. Please let me know if you have any questions or need anything else.

Thanks,

MONITORING & SERVICE DISPATCH (877) 476-4968

John P Needham
Stanley Convergent Security Solutions

4666 S Ash Suite 101
Tempe, AZ 85282
O: 480-420-5419 **C:** 480-532-8269
john.needham@sbdinc.com I www.stanleysecurity.com

STANLEY
Security

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

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 042214

RODEO CLOWN/BARREL MAN FOR MAY 2014 COPPER DUST STAMPEDE RODEO

THIS AGREEMENT, made and entered into this 1 day of May, 2014, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Nate Reed, of the City of Buckeye, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Director** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 042214, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 042214, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to Service Agreement No. 042214, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

Each Contractor (including, without limitation, contestants, stock contractors, Rodeo Committees, Rodeo Producers and Contract Personnel) agrees to indemnify and save and hold harmless the County of Gila and its officers, officials, agents and employees from any and all claims, demands and liabilities for any and all property damage, personal injury and/or death asserted by a third party (defined as any party other than the Contractor, the County of Gila and its officers, officials, agents and employees) and arising from such Contractor's participation in the Copper Dust Stampede Rodeo.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease -- Each Employee	$100,000

As per our phone conversation the Rodeo Committee will add me to there Insurance

Disease – Policy Limit $500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and

endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – ASSUMPTION OF RISK AND RELEASE OF LIABILITY: THIS IS A RELEASE OF LIABILITY. BY BECOMING A CONTRACTOR FOR GILA COUNTY IN THE COPPER DUST STAMPEDE RODEO, YOU ARE AGREEING TO RELEASE THE COUNTY OF GILA AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM LIABILITY.

PLEASE READ THIS PROVISION CAREFULLY.

Contractor acknowledges that rodeo events, including the Copper Dust Stampede Rodeo, are inherently dangerous activities. Contractor further acknowledges that participation in the Copper Dust Stampede Rodeo (whether as a competitor, independent contractor, official, laborer, volunteer or observer) exposes the Contractor to substantial and serious hazards and risks of property damage, personal injury and/or death. Each Contractor, in consideration of his entering into a Service Agreement with Gila County for participation in the Copper Dust Stampede Rodeo in any capacity, does agree to assume such hazards and risks.

Each Contractor further agrees to discharge, waive, release and covenant not to sue the County of Gila and its officers, officials, agents and employees (including, without limitation, contestants, stock contractors, Rodeo Committees, Rodeo Producers and Contract Personnel), from all claims, demands and liabilities for any and all property damage, personal injury and/or death arising from such Contractor's participation in the Copper Dust Stampede Rodeo event. This discharge, waiver and release includes claims, demands and liabilities that are known or unknown, foreseen or unforeseen, future or contingent, and includes claims, demands and liabilities arising out of the negligence of the parties so released by such Contractor. Furthermore, where permitted by applicable law, this discharge, waiver and release also includes claims, demands and liabilities arising out of the gross negligence or willful and wanton negligence of the parties so released. This discharge, waiver and release also includes claims, demands, and liabilities by the Contractor for indemnities and contributions arising from property damage, personal injury and/or death to a third party. In the event that any provision of this discharge, waiver and release is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this discharge, waiver and release had been executed with the invalid provision eliminated.

The undertakings and covenants of the foregoing provisions shall be binding upon each Contractor, his or her heirs, legal representatives, successors, and assigns.

ARTICLE 6 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would

have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 7- WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 9 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 10 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 11 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 12 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 13 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 14 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 15– TERM: The term of the Contract shall commence upon award and remain in effect from May 9, 2014 through May 10, 2014.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid a not to exceed amount of $1300.00 ~~$1,500.00~~ for completion of the projects as outlined in the Scope of Services.

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

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

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

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

As per our phone conversation and as stated on attachment "A" 042214. It states I will be paid by end of last perf on Rodeo Dates listed.

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

IN WITNESS WHEREOF, Service Agreement No. 042214 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Don E. McDaniel Jr., County Manager

Date: 5/1/14

Nate Reed

Signature

Nate Reed

Print Name

ATTACHMENT "A" TO PROFFESSIONAL SERVICES CONTRACT NO. 042214

~~18617 W. Moreland St.~~ 25250 W Illini St
~~Goodyear, AZ 85338~~ Buckeye AZ 85326
602-799-3752
Reed.nate@yahoo.com

Nate Reed

Rodeo Clown / Barrel Man

Rodeo: The Copper Dust Stampede Rodeo

Location: Globe AZ

Dates: May 9th + 10th Year: 2014 # of Performances: 2

Amount per/Performances $: 650 Total Dollar Amount $: 1300

Hotel included:	Yes	No
Comedy:	Yes	No
Barrel man:	Yes	No
Acts:	Yes	No

Sign Print
Committee Representative

Sign Print
Stock Contractor

Nate Reed

This is a binding contact between all signing parties. Any modification to this contact must be re-signed by all parties. Payment of above agreed amount must be paid in full by last performance of above dates. If rodeo is canceled the signing parties above must contact me 4 weeks prior to above rodeo dates. If failed to contact me than half the full amount agreed upon must be paid by dates of rodeo.

Comedy - Interaction between both audience and announcer.
Barrel Man - Providing a barrel for bull riding and an exciting bull fighting.
Acts - Providing rig acts without explosives.

Specifics details agreed by both parties:

Hotel for Friday night and Sat night

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

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

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

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

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 043014-1

ANNOUNCER AND SOUNDMAN FOR MAY 2014 COPPER DUST STAMPEDE RODEO

THIS AGREEMENT, made and entered into this 1 day of MAY, **2014,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and **Rockin' B Productions**, of the City of Surprise, State of Arizona, hereinafter designated the Contractor.

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

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Director** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to Service Agreement No. 043014-1, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 043014-1, by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A", the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

Each Contractor (including, without limitation, contestants, stock contractors, Rodeo Committees, Rodeo Producers and Contract Personnel) agrees to indemnify and save and hold harmless the County of Gila and its officers, officials, agents and employees from any and all claims, demands and liabilities for any and all property damage, personal injury and/or death asserted by a third party (defined as any party other than the Contractor, the County of Gila and its officers, officials, agents and employees) and arising from such Contractor's participation in the Copper Dust Stampede Rodeo.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

* INSURANCE WILL BE PROVIDED BY COPPER DUST STAMPEDE RODEO COMMITTEE.

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to jsgroi@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The

County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

* INSURANCE WILL BE PROVIDED BY THE COPPER DUST STAMPEDE RODEO COMMITTEE.

ARTICLE 5 – ASSUMPTION OF RISK AND RELEASE OF LIABILITY: THIS IS A RELEASE OF LIABILITY. BY BECOMING A CONTRACTOR FOR GILA COUNTY IN THE COPPER DUST STAMPEDE RODEO, YOU ARE AGREEING TO RELEASE THE COUNTY OF GILA AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES FROM LIABILITY.

PLEASE READ THIS PROVISION CAREFULLY.

Contractor acknowledges that rodeo events, including the Copper Dust Stampede Rodeo, are inherently dangerous activities. Contractor further acknowledges that participation in the Copper Dust Stampede Rodeo (whether as a competitor, independent contractor, official, laborer, volunteer or observer) exposes the Contractor to substantial and serious hazards and risks of property damage, personal injury and/or death. Each Contractor, in consideration of his entering into a Service Agreement with Gila County for participation in the Copper Dust Stampede Rodeo in any capacity, does agree to assume such hazards and risks.

Each Contractor further agrees to discharge, waive, release and covenant not to sue the County of Gila and its officers, officials, agents and employees (including, without limitation, contestants, stock contractors, Rodeo Committees, Rodeo Producers and Contract Personnel), from all claims, demands and liabilities for any and all property damage, personal injury and/or death arising from such Contractor's participation in the Copper Dust Stampede Rodeo event. This discharge, waiver and release includes claims, demands and liabilities that are known or unknown, foreseen or unforeseen, future or contingent, and includes claims, demands and liabilities arising out of the negligence of the parties so released by such Contractor. Furthermore, where permitted by applicable law, this discharge, waiver and release also includes claims, demands and liabilities arising out of the gross negligence or willful and wanton negligence of the parties so released. This discharge, waiver and release also includes claims, demands, and liabilities by the Contractor for indemnities and contributions arising from property damage, personal injury and/or death to a third party. In the event that any provision of this discharge, waiver and release is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this discharge, waiver and release had been executed with the invalid provision eliminated.

The undertakings and covenants of the foregoing provisions shall be binding upon each Contractor, his or her heirs, legal representatives, successors, and assigns.

ARTICLE 6 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 7– WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 8 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 9 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 10 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 11 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 12 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 13 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the

provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 14 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 15– TERM: The term of the Contract shall commence upon award and remain in effect from May 9, 2014 through May 10, 2014.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid a not to exceed amount of **$2,200.00** for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. **043014-1** has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY	**Rockin' B Productions**
Don E. McDaniel Jr., County Manager	Signature
Date: 5/1/14	SCOTT B Freye JR.
	Print Name

ATTACHMENT "A" TO SERVICE AGREEMENT NO. 043014-1
PAGE 1 OF 1

BRYAN FRYE
RODEO ANNOUNCER
14024 NORTH 180TH AVENUE
SURPRISE, AZ 85388
623-326-4191
ROCKINBPRODUCTIONS@GMAIL.COM

Name of Rodeo: 2014 Copper Dust Stampede GCPRA Rodeo

Location: Globe, AZ

Date Rodeo Begins: May 9th **Year:** 2014 **Number of Performances:** 2

Amount per Performance: $ 1100.00 **Total:** $ 2200.00

Hotel Included by committee: Yes ☒ **No** ☐

*** Sound provided by contractor/committee: Yes** ☐ **No** ☒

**** Sound and Music Director provided by contractor/committee: Yes** ☐ **No** ☒

***** Sound and Music Director provided by Rockin' B Productions, LLC: Yes** ☒ **No** ☐

Additional details:

This bid is for announcing and sound/music production. Rockin' B Productions, LLC will provide all sound and music and a qualified person to operate it for the entirety of each performance for the 2014 Copper Dust Stampede GCPRA Rodeo. Copper Dust Stamped Rodeo Committee shall provide a means to raise and lower sound equipment before the first performance and following the final performance.

* Sound provided by contractor/committee: The Contractor or Committee will be responsible for providing all necessary sound equipment. Rockin' B Productions, LLC will provide all music via laptop and a qualified Music Director to operate the system and mix the music for the entirety of each performance.

** Sound and Music Director provided by contractor/committee: The Contractor or committee will be responsible for providing all necessary sound equipment and music and a qualified Music Director to operate the system and mix the music for the entirety of each performance.

*** Sound and Music Director provided by Rockin' B Productions, LLC: Rockin' B Productions, LLC will be responsible to provide all necessary sound equipment (speakers, microphones, music via laptop), and a qualified Music Director to operate the system and mix the music for the entirety of each performance.