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

REGULAR MEETING - TUESDAY, MAY 23, 2017 - 10:00 A.M.

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

2. **PRESENTATIONS:**

   A. Presentation of a Recognition Award to Dennis Davis, Lee Kornegay Intermediate School student, for representing Gila County at the Arizona State Spelling Bee on March 25, 2017.

3. **REGULAR AGENDA ITEMS:**

   A. Information/Discussion/Action to approve an Intergovernmental Agreement between the Gila County Sheriff's Office and Graham County Sheriff's Office for emergency 9-1-1 call management in the event of catastrophic failure in either Public Safety Answering Point for three one-year periods subject to and contingent on an annual review from the effective date (May 23, 2017) affirming renewal of each yearly period. **(Debra Williams)**

   B. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a federal fiscal year 2018 DUI/Impaired Driving Enforcement Overtime Grant Application in the amount of $51,145 submitted to the Arizona Governor's Office of Highway Safety. **(Mike Johnson)**

C. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a federal fiscal year 2018 Speed Enforcement Grant Application in the amount of $16,535 submitted to the Arizona Governor's Office of Highway Safety; adopt Resolution No. 17-05-05; and authorize the Chairman's signature on the Resolution Certification, both of which are a part of the Grant Application. **(Mike Johnson)**

D. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a federal fiscal year 2018 Portable Breath Testing Device Grant Application in the amount of $2,778.98 submitted to the Arizona Governor's Office of Highway Safety. **(Mike Johnson)**

E. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a fiscal year 2018 Drug, Gang and Violent Crime Control Grant Application in the amount of $691,228 (25% match requirement) submitted to the Arizona Criminal Justice Commission to renew grant funding that will be used for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang and Violent Crimes Task Force. **(Travis Baxley)**

F. Information/Discussion/Action to approve an Intergovernmental Agreement with Pinal County Justice Center to house and treat detained juveniles for the period January 4, 2017, through January 4, 2018, with automatic one-year renewals up to ten years per Arizona Revised Statute § 11-952 (J) . **(James Menlove/Steve Lessard)**

G. Information/Discussion/Action to approve Amendment No. 6 to Service Agreement No. 022514-1 - Forensic Center Facility for Gila County Medical Examiner between Gila County and Messinger Mortuary & Chapel, Inc. to increase the original contract amount from $42,000 to $88,000 for the remaining contract term beginning October 14, 2016, through October 13, 2017. **(James Menlove)**

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 revised Public Works Division Policy No. ENG 03-03 - Guidelines to Primitive Roads.

B. Approval of Amendment No. 2 to Professional Services Contract No. 041515-5 between the Superior Court in Gila County and Fountain Hills Law Firm to extend the contract term for an additional one-year period, from July 1, 2017, to June 30, 2018; increase the contract amount by an additional $1,000 for the contract term of July 1, 2016, to June 30, 2017; increase the contract amount by an additional $6,000 for the contract term of July 1, 2017, to June 30, 2018; and add statutorily required language to the contract.

C. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 102-31-013-G to Douglas James Tucker.

D. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 208-02-158-B-1 to David and Bonnie Adams.

E. Approval of a Special Event Liquor License Application submitted by the Isabelle Hunt Memorial Public Library of Pine, Arizona, to serve liquor at a fund-raising event on October 14, 2017, at the Library.

F. Acknowledge the resignation of Travis Williams from the Gila County Board of Adjustment; appoint Bill Marshall to fulfill Mr. Williams' unexpired term of office through December 31, 2018; and appoint Terry Otts to fill a vacancy for the term of office ending December 31, 2020.

G. Acknowledgment of the April 2017 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

H. Acknowledgment of the April 2017 monthly activity report submitted by the Payson Regional Constable's Office.

I. Approval of the May 9, 2017, Board of Supervisors' meeting minutes.

J. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of April 10, 2017, through April April 14, 2017; and April 17, 2017, through April 21, 2017; and April 24, 2017 through April 28, 2017.

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

6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

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

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

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

ARF-4302 **Presentation** **2. A.**

Regular BOS Meeting

Meeting Date: 05/23/2017
Submitted For: Nick Montague, Chief Deputy
Submitted By: Christine Lopez, Administrative Assistant
Department: School Superintendent's Office

Information

Request/Subject

Presentation of a Recognition Award to Dennis Davis by Roy A. Sandoval, Gila County School Superintendent.

Background Information

Dennis Davis, a sixth grade student from Lee Kornegay Intermediate School in Miami, is being recognized for representing Gila County at the Arizona Educational Foundation's Arizona State Spelling Bee on March 25, 2017. The Arizona State Spelling Bee is a yearly competition that brought the top spellers from each county to compete at the state competition on March 25, 2017. Dennis finished in eighth place out of 26 students at the Arizona State Spelling Bee by correctly spelling the words pangolin, exuberant, protocol, terrapin, mikado, sansei, renaissance, scherzo, inflict and unscripted.

On February 23, 2017, Dennis competed against 24 students from Gila County schools to win first place in the Gila County Spelling Bee which allowed him to advance to the Arizona State Spelling Bee.

We are honored to publicly recognize Dennis on his accomplishments.

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Presentation of a Recognition Award to Dennis Davis, Lee Kornegay Intermediate School student, for representing Gila County at the Arizona State Spelling Bee on March 25, 2017.

Attachments

No file(s) attached.

ARF-4239 **Regular Agenda Item 3. A.**

Regular BOS Meeting

Meeting Date: 05/23/2017
Submitted For: Debra Williams, 911 Coordinator
Submitted By: Debra Williams, 911 Coordinator
Department: Sheriff's Office

Information

Request/Subject

Intergovernmental Agreement between Gila County Sheriff's Office and Graham County Sheriff's Office for emergency 9-1-1 call management in the event of catastrophic failure in either Public Safety Answering Point.

Background Information

As part of the planned closure of the 9-1-1 dispatch center in Payson last year, Sheriff Shepherd authorized development of a plan for emergency 9-1-1 call management in case of a catastrophic failure in the Globe 9-1-1 regional communication center.

Evaluation

As part of a regional PSAP managers working group, the Graham County Sheriff's Office had expressed a desire to partner with a staffed PSAP for emergency 9-1-1 call management and dispatch services, as their unmanned backup was in need of technology upgrades to remain a reliable redundancy. With this in mind, the Gila County 9-1-1 Coordinator and the Graham County 9-1-1 Coordinator worked with our mutual 9-1-1 service provider, CenturyLink, to verify that 9-1-1 call traffic could be re-routed from one PSAP to the other. Upon receiving confirmation a verbal agreement was made for mutual aid, with the understanding that an official document would be put in place to formalize the agreement.

Conclusion

This Intergovernmental Agreement formalizes the regional partnership between the Gila County Sheriff's Office and the Graham County Sheriff's Office for emergency 9-1-1 call management in the event of catastrophic failure in either Public Safety Answering Point. A copy of the fully signed and executed IGA will be integrated into each county 9-1-1 Service Plan.

Recommendation

The Sheriff's Office 9-1-1 Coordinator recommends the Board of Supervisors authorize Sheriff J. Adam Shepherd's signature on the Intergovernmental Agreement between Gila County Sheriff's Office and Graham County Sheriff's Office for emergency 9-1-1 call management in the event of catastrophic failure in either Public Safety Answering Point.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement between the Gila County Sheriff's Office and Graham County Sheriff's Office for emergency 9-1-1 call management in the event of catastrophic failure in either Public Safety Answering Point for three one-year periods subject to and contingent on an annual review from the effective date (May 23, 2017) affirming renewal of each yearly period.
(Debra Williams)

Attachments

IGA-Gila County Sheriff's Office and Graham County Sheriff's Office

Approval as to Form

INTERGOVERNMENTAL AGREEMENT
BETWEEN
GILA COUNTY SHERIFF'S OFFICE
AND
GRAHAM COUNTY SHERIFF'S OFFICE

THIS AGREEMENT ("Agreement") is made and entered into this 23rd day of May 2017 by and between Gila County Sheriff's Office, a political subdivision of the State of Arizona, hereinafter referred to as "GilaCSO", and Graham County Sheriff's Office, a political subdivision of the State of Arizona, hereinafter referred to as "GrahamCSO", and collectively as "the Parties".

WHEREAS, the Parties require an emergency 9-1-1 backup dispatching plan to satisfy the requirements of funding provided through the Arizona Department of Administration 9-1-1 Program; and

WHEREAS, it is to the mutual benefit of the Parties that they enter into an Agreement for mutual protection of its citizens by providing the requesting Party with emergency dispatch services in the event of a catastrophic facility failure of a primary Public Safety Answering Point (PSAP); and

WHEREAS, the Parties voluntarily agree to aid and assist each other in the event of a catastrophic PSAP facility failure; and

WHEREAS, pursuant to A.R.S. §11-952, the Parties are authorized and empowered to enter into intergovernmental agreements for joint or cooperative action; and

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose**
   A. The purpose of this Intergovernmental Agreement is to define the terms upon which the Parties agree to support emergency 9-1-1 dispatching services in the event of a catastrophic facility failure at their primary PSAP.

2. **Term and Renewal**
   A. Initial Term: This Intergovernmental Agreement shall become effective when fully executed, by and under the authority of the Sheriff of each Party's jurisdiction. The initial term shall be for three (3), one (1) year periods subject to and contingent on an annual review from the effective date affirming renewal of each yearly period. Such annual review shall be performed at a time corresponding to each Parties' annual review of the 9-1-1 Service Plan as required by the Arizona Department of Administration 9-1-1 Program.

   B. This Agreement may be canceled or terminated by either party with thirty (30) days written notice by registered or certified mail. Notices are to be mailed to the following:

Gila County Sheriff's Office	Graham County Sheriff's Office
9-1-1 Coordinator	911 Coordinator
P.O. Box 311	523 Tenth Avenue
Globe, AZ 85502	Safford, AZ 85546

3. **Emergency 9-1-1 Dispatch Services**

A. Specific emergency communication procedures are outlined in each Parties 9-1-1 Service Plan.

B. Parties shall exchange electronic copies of these procedures after annual plan review and approval by the State of Arizona 9-1-1 Program Director.

C. Both Parties agree to share contact information required for communicating with public safety agencies currently under dispatch agreement with either Party.

D. Each party shall be responsible and liable for damages caused by its employees under this Agreement when said employees are acting within the scope of their employment. Each party shall hold the other party harmless for liability caused by its employees. Each party shall have the right of contribution against the other to the extent of the liability caused by the others' employees in activities creating joint liability. Employees of the assisting party shall not be considered employees of the requesting party.

E. In rendering emergency dispatching services, each party shall be responsible for the provision and maintenance of its own equipment, materials and supplies except in cases of wherein it appears that the sharing or use of equipment, materials or supplies is necessary or proper.

F. After occurrences in which mutual assistance was given, each party shall exchange with the other party all reports arising out of such occurrence when requested by the other party; provided that nothing in this section shall be interpreted to waive, limit, or remove the duty of confidentiality imposed or allowed by law as to such reports or the contents thereof. Reports generated pursuant to mutual aid between the agencies remain the records of the respective agencies and any public records requests shall be the responsibility of the agency creating the record.

G. Each party shall within its lawful methods of financing establish and provide for payment of the costs and expenses of performance of its obligations undertaken pursuant to this Agreement and no taxable event shall arise from this Agreement. Each party will pay its own incurred overtime and expenses associated with personnel working during the emergency or traveling to supporting Party facility.

H. For the purposes of worker 's compensation , an employee of a party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this particular Intergovernmental Agreement, shall be deemed to be an employee of the party who is his primary employer and of the party under whose jurisdiction and control he is then working as provided in A.R.S. § 23-1022(D) and the primary employer party of such an employee shall be solely liable for payment of worker's compensation benefits for the purpose of this section.

4. **State of Arizona Statues Mandatory Provisions**

A. **No Boycott of Israel Certification:** Both Parties hereby certify they are not currently engaged in and will not for the duration of this agreement engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by either Party may result in action by the other Party up to and including termination of this Agreement.

B. **Cancelation under Conflict of Interest:** This contract is subject to cancellation for conflict of interest under A.R.S. § 38-511 which is incorporated in this contract the same as if set forth in the contract.

C. **Immigration:** Pursuant to A.R.S. § 41-4401, Both Parties hereby warrant compliance with all federal immigration laws and regulations that relate to each Parties' employees and A.R.S. § 23-214(A). If either Party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Both Parties retain the legal right to inspect the papers of the other Party and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

5. **Jurisdiction**

A. Nothing in this Intergovernmental Agreement shall be construed as otherwise limiting or extending the legal jurisdiction of any Party.

6. **Finances and Budgetary Matters**

A. Under A.R.S. § 11-952(B)(3), In the event there is any expenditure resulting from this IGA, the establishment and maintenance of a budget for this Intergovernmental Agreement and the financing for it, shall be approved annually by the respective counties through their respective boards; financing may include commitment of general funds, grant funds, or other available financing.

B. Under A.R.S. § 11-952(B)(4), upon termination of this agreement, each party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing party.

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

GILA COUNTY
BOARD OF SUPERVISORS

Tommie C. Martin, Chair — **Date**

GRAHAM COUNTY
BOARD OF SUPERVISORS

Danny Smith, Chair — 5/1/2017 **Date**

GILA COUNTY SHERIFF'S OFFICE

J. Adam Shepherd, Sheriff — 5-22-17 **Date**

GRAHAM COUNTY SHERIFF'S OFFICE

Preston J. Allred, Sheriff — 05/02/2017 **Date**

ATTEST:

Marian E. Sheppard
Clerk of the Board — **Date**

ATTEST:

Judy Dickerson
Terry Cooper Deputy Clerk
Clerk of the Board
County Manager — 5/1/17 **Date**

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned Deputy County Attorney acknowledges that he has reviewed the above Intergovernmental Agreement on behalf of the ***Gila County Sheriff's Office*** and has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

APROVED AS TO FORM:

Jeff Dalton, Deputy County Attorney — **Date**
for Bradley D. Beauchamp, County Attorney

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned County Attorney acknowledges that he has reviewed the above Intergovernmental Agreement on behalf of the ***Graham County Sheriff's Office*** and has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

APROVED AS TO FORM:

Kenneth Angle, County Attorney — 4-17-17 **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-4322 **Regular Agenda Item** **3. B.**

Regular BOS Meeting

Meeting Date:	05/23/2017		
Submitted For:	Adam Shepherd, Sheriff		
Submitted By:	Sarah White, Chief Administrative Officer		
Department:	Sheriff's Office		
Fiscal Year:	FY2018	Budgeted?:	Yes
Contract Dates Begin & End:	October 1, 2017 through September 30, 2018	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Arizona Governor's Office of Highway Safety FFY 2018 GOHS DUI/Impaired Driving Enforcement Overtime Grant Application.

Background Information

The Gila County Sheriff's Office is working with a limited overtime budget and short staffing. In order for Sheriff's Deputies to participate in DUI (driving under the influence)/impaired driving details, overtime funding is needed. Due to the short notice to submit a grant application, the Gila County Sheriff's Office electronically submitted the FFY (federal fiscal year) 2018 GOHS (Governor's Office of Highway Safety) DUI/Impaired Driving Enforcement Overtime Grant Application on March 14, 2017.

Evaluation

If a grant is awarded to the Gila County Sheriff's Office, the funding will be utilized for overtime funding related to DUI/Impaired Driving enforcement details throughout Gila County.

Conclusion

The Gila County Sheriff's Office is requesting assistance from the GOHS overtime funding in the amount of $51,145 of which $36,532 is personnel and $14,613 is ERE to enhance DUI enforcement throughout Gila County.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the electronic submission of a grant application to the Governor's Office of Highway Safety on March 14, 2017, in the amount of $51,145 for a performance period of October 1, 2017, through September 30, 2018.

Suggested Motion

Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a federal fiscal year 2018 DUI/Impaired Driving Enforcement Overtime Grant Application in the amount of $51,145 submitted to the Arizona Governor's Office of Highway Safety. **(Mike Johnson)**

Attachments

FFY2018 DUI/ImpairedDriving Enforcement Overtime Grant Application

Quarterly Overtime Schedule

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

Federal Fiscal Year: 2018 **DUE DATE: March 3, 2017**

Grant application decisions are reviewed and decided upon by GOHS and include consideration of the following: analysis of crash data, need for the project, past performance with highway safety grants (if applicable), and Federal funding availability. Please contact the Arizona Governor's Office of Highway Safety at (602) 255-3216, if you need assistance with this application.

SECTION A: Agency Application Information

Agency:	Agency Name:	Gila County Sheriff's Office
	Address	1100 South Street
	City, State, Zip	Globe, AZ, 85501
	Fax:	(928) 425-5674
	Phone:	(928) 425-4449
Governmental Unit:	Governmental Name:	Gila County
	Address:	PO Box 311
	City, State, Zip	Globe, AZ, 85502
Project Director:	Name:	Adam Shepherd
	Title	Sheriff
	Address:	1100 South Street
	City, State, Zip	Globe, AZ, 85501
	Phone:	(928) 425-4449
	Email:	ashepherd@gilacountyaz.gov
Project Admin:	Name:	Michael Johnson
	Title:	Undersheriff
	Address:	1100 South Street
	City, State, Zip	Globe, AZ, 85501
	Phone:	(928) 425-4449
	Email:	mjohnson@gilacountyaz.gov
Financial Contact:	Name:	Sarah White
	Title:	Chief Administrator
	Address:	1100 South Street
	City, State, Zip	Globe, AZ, 85501
	Phone:	(928) 425-4449
	Email:	sawhite@gilacountyaz.gov

Please attach a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must be signed** by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

SECTION B-1: Agency Overview – LAW ENFORCEMENT PROJECTS

Fill in the information and statistics in this section for your jurisdiction.

Project Title: FFY18 GOHS DUI/ Impaired Driving Enforcement Overtime Grant

Project Description: (1 or 2 paragraphs, brief overview)

GCSO would like to reduce the number of traffic collision injuries and fatalities by increasing enforcement of DUI violations by removing impaired drivers from the road before they endanger themselves and the community. This requires a large number of personnel to fulfill operational necessities to achieve success. It is increasingly difficult to staff these operations with experienced and motivated personnel without the ability to subsidize operations with overtime funding.

Due to Budget constraints and a low tax base Patrol Overtime Funding is limited. The awarding of grant monies from GOHS would allow GCSO to enhance and further their effort to make our streets and communities as safe as possible.

Number of sworn officers: 46

Total Population in your city/town or county: 53,500

Total Road Mileage: Highway 172 **Local** 593 **Total** 765

Crash Data: Include all data for your jurisdiction, not crashes only worked by your agency.

	2016	2015	2014
Total Crashes		844	817
Total Injury Crashes		258	252
Total Fatal Crashes		25	20
Total Alcohol-related Crashes		47	52
Total Alcohol-related Serious Injuries		40	42
Total Alcohol-related Fatalities		8	5
Total Speed-related Crashes			
Total Speed-related Serious Injuries			
Total Speed-related Fatalities		13	7

The data above represents: County ☑ City/Town ☐

SECTION B-1: Agency Overview (Continued) – LAW ENFORCEMENT PROJECTS

Enforcement Data: Fill in the information and statistics below for your jurisdiction.

	2016	2015	2014
Total Contacts (Traffic Stops)	2257	2145	1020
Total Sober Designated Drivers Contacted	0	960	8
TOTAL DUI ARRESTS	88	123	129
Total DUI Aggravated	0	9	20
Total DUI Misdemeanor	39	48	57
Total DUI Extreme (.15 or Above)	20	31	15
Under 21 DUI Arrests	0	0	0
Average BAC			
Minor Consumption / Possession Citations	21	34	18
Total DUI Drug Arrests	8	1	19
30-Day Vehicle Impounds			
Seat Belt Citations	18	29	40
Child Restraint Citations	8	8	6
Criminal Speed Citations	63	32	2
Aggressive Driving Citations	3	1	2
Civil Speed Citations	302	353	379
Other Citations (Except Speed)	839	1105	629
Other Arrests			
Participating Officer/Deputies (Cumulative)	612	447	473

SECTION B-2: Problem Identification

Provide a narrative of the highway/traffic safety problem in your community/jurisdiction. Describe the nature and magnitude of the problem using valid, up-to-date statistical data. Identify which program area(s) have the greatest need, (i.e., impaired driving, occupant protection, speeding and aggressive driving, pedestrian safety, etc.). Indicate what is happening, when it is happening, where it is happening, and the contributing factors.

Reducing the number of impaired driving collision injuries and fatalities by increasing DUI enforcement requires a large number of experienced and motivated personnel with the ability for overtime funding.

Even though the number of DUI arrests went from 123 in 2015 to 88 in 2016 (decrease of 28%), the number of deputies went down from 50 to 45. Call Volume was stable, but Call Volume per deputy went up by 9%. Conclusion: Less deputies to do more work, this takes away from DUI Enforcement.
Increase in Call Volume is caused by:
- Increased Traffic. The major economic industries in Gila County are mining, recreation, ranching, and tourism. With its central location, Gila County is a hub for individuals traveling to and through Gila County where the population and traffic on weekends is increased.
- Increased Population. Gila County has a full time population base of 53,500 residents with an influx of visitors year round. Throughout the year thousands of vacationers come to Gila County on weekends and holidays for water recreation, cooler weather and abundant sunshine. There is a large number of Gila County residences that are second homes of greater Phoenix area or out of state residents.

GCSO experiences limited Overtime Funding due to budget constraints and a low tax base. The sparse population (11.3 individuals per square mile) has a small tax base therefore limiting resources. GCSO has a large area to patrol with 765 miles of county maintained paved and unpaved roads as well as highways (U.S 60, U.S 70) and Forest Service Roads (S.R 77, S.R 87, S.R 188 and S.R 260). In 2014 Gila County Sheriff's Office Patrol Fleet vehicles drove 758,744 miles.
The terrain is comprised of both high deserts, remote and rugged mountain landscape. Gila County (4,796 square miles) also has three tribal reservations, the San Carlos Apache, Tonto Apache and White Mountain Apache. These reservations encompass approximately 37% of the land mass.

GCSO is very appreciative of past support and funding from the Governor's Office of Highway Safety towards a DUI van. The awarding of grant monies from GOHS for Overtime would allow GCSO to enhance and further their effort to make our streets and communities as safe as possible. Overtime funds will be used for DUI deployments of two officers in weekend and Holiday details and will allow us to make additional DUI arrests, increase our traffic stops, and checks for impaired drivers.

SECTION C: Goals and Objectives – IMPAIRED DRIVING

Based on your problem identification stated in Section B-2, fill in the blanks for each agency Goal and Contract Objective outlined below.

Agency Goals:

To decrease the number of impaired driving-related crashes 10 % from 28 during calendar year 2016 to 25 by December 31, 2018.

To decrease fatalities in impaired driving-related crashes 0 % from 0 in calendar year 2016 to 0 by December 31, 2018.

To decrease serious injuries in impaired driving-related crashes 10 % from 6 in calendar year 2016 to 5 by December 31, 2018.

Contract Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2018.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2018.

Additional Contract Objectives:

In addition to the required goals and objectives, create two additional contract objectives that your agency can achieve by the end of FFY 2018.

To increase the number of DUI arrests 25% from 88 during calendar year 2016 to 110 by December 31, 2018.

To increase awareness of crashes related to impaired driving GCSO will visit 6 local High Schools throughout the year to educate about the effects of drugs and alcohol in traffic.

SECTION D: Project Strategies and Activities (Method of Procedure)

In the spaces below, list or describe specific planned activities that your agency will perform in order to achieve their project objectives on a quarterly basis. Activities should describe what will be done, who will do it, and when it will take place. Objectives and subsequent activities in your project should follow the SMART method:

S = Specific
M = Measurable
A = Action-Oriented
R = Realistic
T = Time-Framed

1st Quarter: 10/01/2017 - 12/31/2017 Estimated 1st Quarter Expenditures: $ 15,802.00

For DUI Enforcement: From 8 pm to 6 am, two deputies (1 in Northern District, 1 in Southern District) will be stationed at different High Risk locations on the following dates for a total of 320 hours:
10/20/17 to 10/22/17, Oct. Detail, 60 hours total
11/10/17 to 11/12/17, Veterans Day, 60 hours total
11/23/17 to 11/26/17, Thanksgiving, 80 hours total
12/15/17 to 12/17/17, Dec. Detail, 60 hours total
12/29/17 to 12/31/17, New Year, 60 hours total
A GCSO Officer will reach out to Globe High School in an effort to prevent impaired driving by explaining the effects of drugs and alcohol in traffic.

2nd Quarter: 01/01/2018 - 03/31/2018 Estimated 2nd Quarter Expenditures: $ 13,045.00

For DUI Enforcement: From 8 pm to 6 am, two deputies (1 in Northern District, 1 in Southern District) will be stationed at different High Risk locations on the following dates for a total of 260 hours:
1/1/2018, New Year, 20 hours total
1/12/18 to 1/15/18, Martin Luther King, 80 hours total
2/2/18 to 2/4/18, Super Bowl, 60 hours total
3/16/18 to 3/18/18, St Patricks Day, 60 hours total
3/30/18 to 3/31/18, Easter, 40 hours total
A GCSO Officer will reach out to Payson High School in an effort to prevent impaired driving by explaining the effects of drugs and alcohol in traffic.

SECTION D: Project Strategies and Activities (Continued)

3rd Quarter: 04/01/2018 - 06/30/2018 Estimated 3rd Quarter Expenditures: $ 11,039.00

For DUI Enforcement: From 8 pm to 6 am, two deputies (1 in Northern District, 1 in Southern District) will be stationed at different High Risk locations on the following dates for a total of 220 hours:
4/1/18, Easter, 20 hours total
5/4/18 to 5/6/18, Cinco de Mayo, 60 hours total
5/25/18 to 5/28/18, Memorial Day, 80 hours total
6/8/18 to 6/10/18, June detail, 60 hours total
A GCSO Officer will reach out to Young High School and San Carlos High School in an effort to prevent impaired driving by explaining the effects of drugs and alcohol in traffic.

4th Quarter: 07/01/2018 - 09/30/2018 Estimated 4th Quarter Expenditures: $ 11,259.00

For DUI Enforcement: From 8 pm to 6 am, two deputies (1 in Northern District, 1 in Southern District) will be stationed at different High Risk locations on the following dates for a total of 220 hours:
7/4/18, and 7/6/18 to 7/8/18, Independence Day, 80 hours total
8/3/18 to 8/5/18, August detail, 60 hours total
8/31/18 to 9/3/18, Labor Day, 80 hours total
A GCSO Officer will reach out to Hayden High School and Miami High School in an effort to prevent impaired driving by explaining the effects of drugs and alcohol in traffic.

SECTION E: Detailed Project Budget

Please fill in the budget category that relates to your agency's project proposal. Please note that GOHS only grants overtime projects at a maximum employee related expense (ERE) rate of 40%.

Personnel Services

Description:

For DUI Enforcement: Two deputies (one in Northern District, one in Southern District) will be deployed 10 hours per day during (51) weekend and Holiday details for a total of 1020 hours (510 per deputy).

Personnel Services:

Description	Requested Amount	Overtime Amount	Employee Related Expenses: ERE Amount	ERE %
DUI Enforcement Overtime	51,145	36,532	14,613	40.00%
				0.00%
				0.00%
				0.00%
				0.00%
Total:	$ 51,145.00	$ 36,532.00	$ 14,613.00	

Professional & Outside Services

Description:

Professional & Outside Services:

Description	Requested Amount

Total:

Travel

Description:

Travel In-State:

Description	Transport	Lodging	Per Diem	Misc.	Amount

Total:

Travel Out-of-State:

Description	Transport	Lodging	Per Diem	Misc.	Amount

Total:

Materials & Supplies
Capital Outlay

Description: *If a single piece of Capital Outlay equipment is over $5,000, please submit a separate grant proposal.*

Materials & Supplies:

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:

Capital Outlay:

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:

Total Estimated Costs

Description	Requested Amount
Personnel Services	$ 36,532.00
Employee Related Expenses	$ 14,613.00
Professional & Outside Services	$ 0.00
Travel In-State	$ 0.00
Travel Out-of-State	$ 0.00
Materials & Supplies	$ 0.00
Capital Outlay	$ 0.00
Total:	$ 51,145.00

ERE: 40.00%

SECTION F: Additional Proposal Information

If there is any additional information that your agency would like to attach to their proposal, please include a PDF attachment with your proposal. Additional information may include: pictures, invoice estimates, City/Town/County resolutions, additional enforcement information, etc.

Gila County Sheriff's Office - AL - #1 DUI Enforcement Overtime Quarterly Expenditures

10-1-17 to 12-31-17 First Quarter Expenditures:

			Time In - Time Out	Deputy 1	Deputy 2	Total hours	Overtime Rate	OT ERE Rate	Total OT	Total OT ERE	
October detail	Friday	10/20/2017	8 pm - 6 am	10	10	20	$35.14	$18.45	$702.80	$369.00	
October detail	Saturday	10/21/2017	8 pm - 6 am	10	10	20	$35.14	$18.45	$702.80	$369.00	
October detail	Sunday	10/22/2017	8 pm - 6 am	10	10	20	$35.14	$18.45	$702.80	$369.00	
Veterans Day	Friday	11/10/2017	8 pm - 6 am	10	10	20	$35.14	$18.45	$702.80	$369.00	
Holiday weekend	Saturday	11/11/2017	8 pm - 6 am	10	10	20	$35.14	$18.45	$702.80	$369.00	
Holiday weekend	Sunday	11/12/2017	8 pm - 6 am	10	10	20	$35.14	$18.45	$702.80	$369.00	
Thanksgiving	Thursday	11/23/2017	8 pm - 6 am	10	10	20	$35.14	$18.45	$702.80	$369.00	
Thanksgiving - day after	Friday	11/24/2017	8 pm - 6 am	10	10	20	$35.14	$18.45	$702.80	$369.00	
Thanksgiving weekend	Saturday	11/25/2017	8 pm - 6 am	10	10	20	$35.14	$18.45	$702.80	$369.00	
Thanksgiving weekend	Sunday	11/26/2017	8 pm - 6 am	10	10	20	$35.14	$18.45	$702.80	$369.00	
December Detail	Friday	12/15/2017	8 pm - 6 am	10	10	20	$35.14	$18.45	$702.80	$369.00	
December Detail	Saturday	12/16/2017	8 pm - 6 am	10	10	20	$35.14	$18.45	$702.80	$369.00	
December Detail	Sunday	12/17/2017	8 pm - 6 am	10	10	20	$35.14	$18.45	$702.80	$369.00	
New Year	Friday	12/29/2017	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40	rate change
New Year	Saturday	12/30/2017	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40	
New Year	Sunday	12/31/2017	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40	
					Total:	320			**$11,286.80**	$5,926.20	
									GOHS will not pay in excess of 40%:	**$4,514.72**	
									Total Estimated 1st Quarter Expenditures:	$15,802.00	

1/1/18 to 3/31/18 Second Quarter Expenditures:

			Time In - Time Out	Deputy 1	Deputy 2	Total hours	Overtime Rate	OT ERE Rate	Total OT	Total OT ERE
New Year	Monday	1/1/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Holiday weekend	Friday	1/12/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Holiday weekend	Saturday	1/13/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Holiday weekend	Sunday	1/14/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Martin Luther King Day	Monday	1/15/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Super Bowl weekend	Friday	2/2/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Super Bowl weekend	Saturday	2/3/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Super Bowl weekend	Sunday	2/4/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
St Patricks weekend	Friday	3/16/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
St Patricks	Saturday	3/17/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
St Patricks weekend	Sunday	3/18/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Easter weekend	Friday	3/30/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Easter weekend	Saturday	3/31/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
					Total:	260			**$9,318.40**	$4,893.20

GOHS will not pay in excess of 40%: **$3,727.36**

Total Estimated 2nd Quarter Expenditures: $13,045.00

4/1/18 to 6/30/18 Third Quarter Expenditures:

			Time In - Time Out	Deputy 1	Deputy 2	Total hours	Overtime Rate	OT ERE Rate	Total OT	Total OT ERE
Easter	Sunday	4/1/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Cinco de Mayo weekend	Friday	5/4/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Cinco de Mayo	Saturday	5/5/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Cinco de Mayo weekend	Sunday	5/6/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Holiday weekend	Friday	5/25/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Holiday weekend	Saturday	5/26/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Holiday weekend	Sunday	5/27/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
Memorial Day	Monday	5/28/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
June Detail	Friday	6/8/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
June Detail	Saturday	6/9/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
June Detail	Sunday	6/10/2018	8 pm - 6 am	10	10	20	$35.84	$18.82	$716.80	$376.40
					Total:	220			**$7,884.80**	$4,140.40

GOHS will not pay in excess of 40%: **$3,153.92**

Total Estimated 3rd Quarter Expenditures: $11,039.00

7/1/18 to 9/30/18 Fourth Quarter Expenditures:

			Time In - Time Out	Deputy 1	Deputy 2	Total hours	Overtime Rate	OT ERE Rate	Total OT	Total OT ERE	
Independence Day	Wednesday	7/4/2018	8 pm - 6 am	10	10	20	$36.56	$19.20	$731.14	$383.93	rate change
July Detail	Friday	7/6/2018	8 pm - 6 am	10	10	20	$36.56	$19.20	$731.14	$383.93	
July Detail	Saturday	7/7/2018	8 pm - 6 am	10	10	20	$36.56	$19.20	$731.14	$383.93	
July Detail	Sunday	7/8/2018	8 pm - 6 am	10	10	20	$36.56	$19.20	$731.14	$383.93	
August Detail	Friday	8/3/2018	8 pm - 6 am	10	10	20	$36.56	$19.20	$731.14	$383.93	
August Detail	Saturday	8/4/2018	8 pm - 6 am	10	10	20	$36.56	$19.20	$731.14	$383.93	
August Detail	Sunday	8/5/2018	8 pm - 6 am	10	10	20	$36.56	$19.20	$731.14	$383.93	
Holiday weekend	Friday	8/31/2018	8 pm - 6 am	10	10	20	$36.56	$19.20	$731.14	$383.93	
Holiday weekend	Saturday	9/1/2018	8 pm - 6 am	10	10	20	$36.56	$19.20	$731.14	$383.93	
Holiday weekend	Sunday	9/2/2018	8 pm - 6 am	10	10	20	$36.56	$19.20	$731.14	$383.93	
Labor Day	Monday	9/3/2018	8 pm - 6 am	10	10	20	$36.56	$19.20	$731.14	$383.93	
					Total:	220			**$8,042.50**	$4,223.21	

GOHS will not pay in excess of 40%: **$3,217.00**

Total Estimated 4th Quarter Expenditures: $11,259.00

	Hours	Estimated Overtime Total	OT ERE Total	OT ERE 40% of OT
First Quarter	320	$11,286.80	$5,926.20	$4,514.72
Second Quarter	260	$9,318.40	$4,893.20	$3,727.36
Third Quarter	220	$7,884.80	$4,140.40	$3,153.92
Fourth Quarter	220	$8,042.50	$4,223.21	$3,217.00
Total	1020	**$36,532.50**	$19,183.01	**$14,613.00**

Note: GOHS will not pay ERE in excess of 40%

Total OT + OT ERE
$15,802.00
$13,045.00
$11,039.00
$11,259.00
$51,145.00

Total	Overtime	OT ERE	
$51,145.00	**$36,532.00**	**$14,613.00**	**to submit for proposal**

ARF-4267 **Regular Agenda Item** **3. C.**

Regular BOS Meeting

Meeting Date:	05/23/2017		
Submitted For:	Adam Shepherd, Sheriff		
Submitted By:	Sarah White, Chief Administrative Officer		
Department:	Sheriff's Office		
Fiscal Year:	FY18	Budgeted?:	Yes
Contract Dates Begin & End:	October 1, 2017 through September 30, 2018	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Arizona Governor's Office of Highway Safety FFY 2018 Speed Enforcement Grant Application.

Background Information

The Gila County Sheriff's Office is working with outdated and non serviceable speed enforcement equipment. In order for the Deputies to effectively do speed enforcement this equipment is needed. Due to the short notice to submit a grant application, the Gila County Sheriff's Office electronically submitted the FFY 2018 Speed Enforcement Grant Application on March 14, 2017.

Evaluation

If a grant is awarded to the Gila County Sheriff's Office, the acquisition and use of these radars will greatly enhance the ability of the Sheriff's Office Deputies in the field to effectively enforce speed details and speed enforcement during their patrol duties. Notification was also provided to the Gila County Sheriff's Office that a resolution passed and adopted by the Board of Supervisors needs to be submitted with the application, and a Certification form which states that the Resolution was passed and adopted by the Board of Supervisors.

Conclusion

The Gila County Sheriff's Office is requesting assistance from the Arizona Governor's Office of Highway Safety (GOHS) to purchase (10) Dual Antenna Radar Units for a total amount of $16,535. Per County process, the Sheriff's Office is requesting the Board of Supervisors' authorization for its submittal of the grant application to include Resolution No. 17-05-05 and a Resolution Certification form.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the electronic submission of a grant application which includes Resolution No. 17-05-05 and the Certification form for the speed enforcement grant application to the Arizona Governor's Office of Highway Safety on March 14, 2017, in the amount of $16,535 for a performance period of October 1, 2017 through September 30, 2018.

Suggested Motion

Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a federal fiscal year 2018 Speed Enforcement Grant Application in the amount of $16,535 submitted to the Arizona Governor's Office of Highway Safety; adopt Resolution No. 17-05-05; and authorize the Chairman's signature on the Resolution Certification, both of which are a part of the Grant Application. **(Mike Johnson)**

Attachments

Resolution No. 17-05-05

Resolution Certification

FFY2018 GOHS Speed Enforcement Grant Application

Quote

County Attorney's Comments

RESOLUTION NO. 17-05-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN ARIZONA'S FEDERAL FISCAL YEAR (FFY) 2018 HIGHWAY SAFETY PLAN.

WHEREAS, the Governor's Office of Highway Safety is seeking proposals from state and local agencies for projects relating to all aspects of highway safety; and

WHEREAS, Gila County, through the Gila County Sheriff's Office, is interested in submitting projects to be considered for funding in the form of reimbursable grants from the National Highway Traffic Safety Administration;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Gila County, Arizona as follows:

1. THAT approval of the submission of projects for consideration in Arizona's FFY 2018 Highway Safety Plan is granted.

2. THAT Sheriff J. Adam Shepherd is appointed agent for Gila County to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant.

PASSED AND ADOPTED by the Board of Supervisors of Gila County, Arizona, this 23rd day of May 2017.

Attest: **GILA COUNTY BOARD OF SUPERVISORS**

_____ _____

Marian Sheppard
Clerk of the Board

Tommie Cline Martin, Chairman

Approved as to form:

_____

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution Number 17-05-05 was duly passed and adopted by the Board of Supervisors of Gila County, Arizona, at a regular meeting held on the 23rd day of May, 2017, and that a quorum was present at the meeting.

Marian Sheppard Clerk of the Board	Tommie Cline Martin, Chairman Gila County Board of Supervisors

Approved as to form:

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

Governor's Office of Highway Safety
ARIZONA
Douglas A. Ducey
Governor

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

Federal Fiscal Year: 2018 **DUE DATE: March 3, 2017**

Grant application decisions are reviewed and decided upon by GOHS and include consideration of the following: analysis of crash data, need for the project, past performance with highway safety grants (if applicable), and Federal funding availability. Please contact the Arizona Governor's Office of Highway Safety at (602) 255-3216, if you need assistance with this application.

SECTION A: Agency Application Information

Agency:	Agency Name:	Gila County Sheriff's Office
	Address	1100 South Street
	City, State, Zip	Globe, AZ, 85501
	Fax:	(928) 425-5674
	Phone:	(928) 425-4449
Governmental Unit:	Governmental Name:	Gila County
	Address:	PO Box 311
	City, State, Zip	Globe, AZ, 85502
Project Director:	Name:	Adam Shepherd
	Title	Sheriff
	Address:	1100 South Street
	City, State, Zip	Globe, AZ, 85501
	Phone:	(928) 425-4449
	Email:	ashepherd@gilacountyaz.gov
Project Admin:	Name:	Michael Johnson
	Title:	Undersheriff
	Address:	1100 South Street
	City, State, Zip	Globe, AZ, 85501
	Phone:	(928) 425-4449
	Email:	mjohnson@gilacountyaz.gov
Financial Contact:	Name:	Sarah White
	Title:	Chief Administrator
	Address:	1100 South Street
	City, State, Zip	Globe, AZ, 85501
	Phone:	(928) 425-4449
	Email:	sawhite@gilacountyaz.gov

Please attach a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must be signed** by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

SECTION B-1: Agency Overview – LAW ENFORCEMENT PROJECTS

Fill in the information and statistics in this section for your jurisdiction.

Project Title: FFY18 GOHS Speed Enforcement Grant

Project Description: (1 or 2 paragraphs, brief overview)

GCSO is trying to Enforce Speed Limit Laws with outdated equipment while traffic is increased and limited resources are available to fund new radars. With previous awarded GOHS grants we were able to purchase radars and GCSO was able to double the Criminal Speed Citations. Recently our fleet was expanded with vehicles that do not have radars yet. GCSO would like to request (10) new radar units that would make our Patrol Fleet fully equipped with up to date equipment. The acquisition and use of these speed detection devices will greatly enhance the ability of Deputies in the field to enforce the speed limit.

Number of sworn officers: 46

Total Population in your city/town or county: 53,500

Total Road Mileage: Highway 172 **Local** 593 **Total** 765

Crash Data: Include all data for your jurisdiction, not crashes only worked by your agency.

	2016	2015	2014
Total Crashes		844	817
Total Injury Crashes		258	252
Total Fatal Crashes		25	20
Total Alcohol-related Crashes		47	52
Total Alcohol-related Serious Injuries		40	42
Total Alcohol-related Fatalities		8	5
Total Speed-related Crashes			
Total Speed-related Serious Injuries			
Total Speed-related Fatalities		13	7

The data above represents: County ☑ City/Town ☐

SECTION B-1: Agency Overview (Continued) – LAW ENFORCEMENT PROJECTS

Enforcement Data: Fill in the information and statistics below for your jurisdiction.

	2016	2015	2014
Total Contacts (Traffic Stops)	2257	2145	1020
Total Sober Designated Drivers Contacted	0	960	8
TOTAL DUI ARRESTS	88	123	129
Total DUI Aggravated	0	9	20
Total DUI Misdemeanor	39	48	57
Total DUI Extreme (.15 or Above)	20	31	15
Under 21 DUI Arrests	0	0	0
Average BAC			
Minor Consumption / Possession Citations	21	34	18
Total DUI Drug Arrests	8	1	19
30-Day Vehicle Impounds			
Seat Belt Citations	18	29	40
Child Restraint Citations	8	8	6
Criminal Speed Citations	63	32	2
Aggressive Driving Citations	3	1	2
Civil Speed Citations	302	353	379
Other Citations	839	1105	629
Other Arrests			
Participating Officer/Deputies (Cumulative)	612	447	473

SECTION B-2: Problem Identification

Provide a narrative of the highway safety problem in your community/jurisdiction. Describe the nature and magnitude of the problem using valid, up-to-date statistical data. Identify which program area(s) have the greatest need, (i.e., impaired driving, occupant protection, speeding and aggressive driving, pedestrian safety, etc.). Indicate what is happening, when it is happening, where it is happening, and the contributing factors.

Reducing the number of speed related collision injuries and fatalities requires strict and consistent enforcement of speed limit laws. Enforcement will be enhanced when every vehicle is equipped with up to date equipment.

GCSO experiences limited funding for additional equipment due to budget constraints and a low tax base. The sparse population (11.3 individuals per square mile) has a small tax base therefore limiting resources. GCSO has a large area to patrol with 765 miles of county maintained paved and unpaved roads as well as highways (U.S 60, U.S 70) and Forest Service Roads (S.R 77, S.R 87, S.R 188 and S.R 260). In 2014 Gila County Sheriff's Office Patrol Fleet vehicles drove 758,744 miles.
The terrain is comprised of both high deserts, remote and rugged mountain landscape. Gila County (4,796 square miles) also has three tribal reservations, the San Carlos Apache, Tonto Apache and White Mountain Apache. These reservations encompass approximately 37% of the land mass.
The major economic industries in Gila County are mining, recreation, ranching, and tourism. With its central location, Gila County is a hub for individuals traveling to and through Gila County where the population and traffic on weekends is increased.
Gila County has a full time population base of 53,500 residents with an influx of visitors year round. Throughout the year thousands of vacationers come to Gila County on weekends and holidays for water recreation, cooler weather and abundant sunshine. There is a large number of Gila County residences that are second homes of greater Phoenix area or out of state residents.

GCSO is very appreciative of past support and funding from the Governor's Office of Highway Safety. The awarding of grant monies from GOHS would allow GCSO to enhance and further their effort to make our streets and communities as safe as possible. The (10) dual antenna Radars will facilitate GCSO's goal of outfitting each Patrol vehicle with up to date speed enforcement equipment, and will allow us to increase our speed citations in order to reduce speed related crashes in Gila County.

SECTION C: Goals and Objectives – Police Traffic Services

Based on your problem identification stated in Section B-2, fill in the blanks for each agency Goal and Contract Objective outlined below.

Agency Goals:

To decrease the number of speeding-related crashes 5 % from 31 during calendar year 2016 to 29 by December 31, 2018.

To decrease fatalities in speeding-related crashes 0 % from 0 in calendar year 2016 to 0 by December 31, 2018.

To decrease serious injuries in speeding-related crashes 5 % from 11 in calendar year 2016 to 10 by December 31, 2018.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 5 % from 368 during Calendar Year 2016 to 386 during FFY 2018.

Conduct targeted speed enforcement efforts a minimum of 2 times per month during FFY 2018.

Additional Contract Objectives:

In addition to the required goals and objectives, create two additional contract objectives that your Agency can achieve by the end of FFY 2018.

To increase public awareness of speed related crashes by using social media like GCSO Facebook page, local paper, radio.

To increase the number of contacts 5% from 2257 during calendar year 2016 to 2370 by December 31, 2018.

SECTION D: Project Strategies and Activities (Method of Procedure)

In the spaces below, list or describe specific planned activities that your agency will perform in order to achieve their project objectives on a quarterly basis. Activities should describe what will be done, who will do it, and when it will take place. Objectives and subsequent activities in your project should follow the SMART method:

S = Specific
M = Measurable
A = Action-Oriented
R = Realistic
T = Time-Framed

1st Quarter: 10/01/2017 - 12/31/2017 Estimated 1st Quarter Expenditures: $ 16,535.00

Purchase and installation of (10) Dual Antenna Radar Units following the Gila County Procurement process.
A deputy will conduct (2) targeted speed enforcement efforts (1 in Northern District, 1 in Southern District) per month.
To increase public awareness of speed related crashes by using social media like GCSO Facebook page, local paper, radio.

2nd Quarter: 01/01/2018 - 03/31/2018 Estimated 2nd Quarter Expenditures:

A deputy will conduct (2) targeted speed enforcement efforts (1 in Northern District, 1 in Southern District) per month.
To increase public awareness of speed related crashes by using social media like GCSO Facebook page, local paper, radio.

SECTION D: Project Strategies and Activities (Continued)

3rd Quarter: 04/01/2018 - 06/30/2018 Estimated 3rd Quarter Expenditures:

A deputy will conduct (2) targeted speed enforcement efforts (1 in Northern District, 1 in Southern District) per month.
To increase public awareness of speed related crashes by using social media like GCSO Facebook page, local paper, radio.

4th Quarter: 07/01/2018 - 09/30/2018 Estimated 4th Quarter Expenditures:

A deputy will conduct (2) targeted speed enforcement efforts (1 in Northern District, 1 in Southern District) per month.
To increase public awareness of speed related crashes by using social media like GCSO Facebook page, local paper, radio.

SECTION E: Detailed Project Budget

Please fill in the budget category that relates to your agency's project proposal. Please note that GOHS only grants overtime projects at a maximum employee related expense (ERE) rate of 40%.

Personnel Services

Description:

Personnel Services:

Description	Requested Amount	Overtime Amount	Employee Related Expenses: ERE Amount	ERE %
				0.00%
				0.00%
				0.00%
				0.00%
				0.00%

Total:

Professional & Outside Services

Description:

Professional & Outside Services:

Description	Requested Amount

Total:

Travel

Description:

Travel In-State:

Description	Transport	Lodging	Per Diem	Misc.	Amount

Total:

Travel Out-of-State:

Description	Transport	Lodging	Per Diem	Misc.	Amount

Total:

Materials & Supplies
Capital Outlay

Description: *If a single piece of Capital Outlay equipment is over $5,000, please submit a separate grant proposal.*

(10) Dual Antenna Radar Units to support and enhance Police Traffic Services/ Speed Control throughout Gila County.

Materials & Supplies:

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:

Capital Outlay:

Description	Quantity	Price Per Unit	Tax	Shipping	Amount
Eagle II dual antenna, Ka-Band DCM w/TruTrak	10	1,521.06	1,324.40		16,535.00

Total: $ 16,535.00

Total Estimated Costs

Description	Requested Amount
Personnel Services	$ 0.00
Employee Related Expenses	$ 0.00
Professional & Outside Services	$ 0.00
Travel In-State	$ 0.00
Travel Out-of-State	$ 0.00
Materials & Supplies	$ 0.00
Capital Outlay	$ 16,535.00
Total:	$ 16,535.00

ERE: 0.00%

SECTION F: Additional Proposal Information

If there is any additional information that your agency would like to attach to their proposal, please include a PDF attachment with your proposal. Additional information may include pictures, invoice estimates, City/Town/County resolutions, additional enforcement information, etc.

KUSTOM SIGNALS, INC.
9652 Loiret Blvd, Lenexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Quotation

Date March 06, 2017

To... LT TIM SCOTT
GILA CO SHERIFF'S OFFICE
PO BOX 311
1100 SOUTH ST
GLOBE AZ 85502-0311

Quote # 1031986414135PC
Terms Net 30
This Quote Expires on June 04, 2017
Phone 928-425-4449
Fax 928-425-5674

Qty	Product Description	UnitPrice	SubTotal
	The following pricing represents AZ State contract / Shipping is included		
10	Eagle II dual antenna, Ka-Band DCM w/TruTrak	$1,521.06	$15,210.60
10	8.9% Sales Tax	$132.44	$1,324.40
		Total	$16,535.00

Interested in a lease-to-own option? Contact Kustom Signals today at 800-458-7866 or cremy@kustomsignals.com for a detailed quote and to lock in a rate. Benefits of Leasing:

- Flexible repayment terms structured to meet your budget
- Significantly faster, less complicated and less expensive than other forms of public debt
- 100% financing and immediate ownership of equipment
- Municipal leasing is cash flow friendly

Signature Chuck Remy

If applicable sales tax not included, sales and/or freight could be subject to current rates based on your State, County, or City requirements. Seller may charge Buyer a 25% restocking fee.

KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is due **30 days after invoice date** in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

COUNTY ATTORNEY'S COMMENTS

16 May 2017

To: The Gila County Board of Supervisors

From: The Gila County Attorney's Office

Re: Arizona Governor's Office of Highway Safety FFY 2018 Speed Enforcement Grant Application.

The Gila County Attorney's Office cannot approve the grant application as to form.

The grant application contains a quote which contains a contract that would be entered into between the county and the vendor if the grant application were approved. That contract lacks three provisions which are required to be in every governmental contract according to state law: Notice of cancellation for conflict of interest under A.R.S. § 38-511, A.R.S. § 41-4401 requires three provisions regarding immigration, and, under A.R.S § 35-393.01, a paragraph prohibiting a boycott against Israel must be is required.

There are two other issues which would not prevent approval as to form by the office, but which are not advisable: The contract makes Kansas the exclusive jurisdiction for all litigation and the indemnity clause benefits only the vendor.

ARF-4323 **Regular Agenda Item** **3. D.**

Regular BOS Meeting

Meeting Date:	05/23/2017		
Submitted For:	Adam Shepherd, Sheriff		
Submitted By:	Sarah White, Chief Administrative Officer		
Department:	Sheriff's Office		
Fiscal Year:	FY2018	Budgeted?:	Yes
Contract Dates Begin & End:	October 1, 2017 through September 30, 2018	Grant?:	Yes
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Arizona Governor's Office of Highway Safeway FFY 2018 Portable Breath Testing (PBT) Grant Application.

Background Information

The Gila County Sheriff's Office is working with equipment that is outdated or are unable to provide each Deputy with a PBT device. In order for the Deputies to effectively do DUI (driving under the influence) enforcement, this equipment is needed. Due to the short notice to submit a grant application, the Gila County Sheriff's Office electronically submitted the FFY 2018 PBT Grant Application on March 14, 2017.

Evaluation

If a grant is awarded to the Gila County Sheriff's Office, the acquisition and use of these PBT devices will greatly enhance the ability of the Sheriff's Office Deputies in the field to effectively enforce DUI related activities in the field and during their patrol duties.

Conclusion

The Gila County Sheriff's Office is requesting assistance from the Arizona Governor's Office of Highway Safety (GOHS) to purchase (10) PBT devices and (500) mouth pieces for a total amount of $2,778.98 to enhance DUI enforcement throughout Gila County.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the electronic submission of the FY2018 PBT Grant Application to the Arizona GOHS on March 14, 2017, in the amount of $2,778.98 for a performance period of October 1, 2017, through September 30, 2018.

Suggested Motion

Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a federal fiscal year 2018 Portable Breath Testing Device Grant Application in the amount of $2,778.98 submitted to the Arizona Governor's Office of Highway Safety. **(Mike Johnson)**

Attachments

FFY 2018 Portable Breath Test Devices Grant Application

Quote

ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY
Grant Application for Law Enforcement Projects

Federal Fiscal Year: 2018 DUE DATE: March 3, 2017

Grant application decisions are reviewed and decided upon by GOHS and include consideration of the following: analysis of crash data, need for the project, past performance with highway safety grants (if applicable), and Federal funding availability. Please contact the Arizona Governor's Office of Highway Safety at (602) 255-3216, if you need assistance with this application.

SECTION A: Agency Application Information

Agency:	Agency Name:	Gila County Sheriff's Office
	Address	1100 South Street
	City, State, Zip	Globe, AZ, 85501
	Fax:	(928) 425-5674
	Phone:	(928) 425-4449
Governmental Unit:	Governmental Name:	Gila County
	Address:	PO Box 311
	City, State, Zip	Globe, AZ, 85502
Project Director:	Name:	Adam Shepherd
	Title	Sheriff
	Address:	1100 South Street
	City, State, Zip	Globe, AZ, 85501
	Phone:	(928) 425-4449
	Email:	ashepherd@gilacountyaz.gov
Project Admin:	Name:	Michael Johnson
	Title:	Undersheriff
	Address:	1100 South Street
	City, State, Zip	Globe, AZ, 85501
	Phone:	(928) 425-4449
	Email:	mjohnson@gilacountyaz.gov
Financial Contact:	Name:	Sarah White
	Title:	Chief Administrator
	Address:	1100 South Street
	City, State, Zip	Globe, AZ, 85501
	Phone:	(928) 425-4449
	Email:	sawhite@gilacountyaz.gov

Please attach a cover letter addressed to the Director of the Governor's Office of Highway Safety on agency letterhead. This cover letter **must be signed** by a representative of your agency authorized to commit your agency to conduct the grant should it be approved for funding.

SECTION B-1: Agency Overview – LAW ENFORCEMENT PROJECTS

Fill in the information and statistics in this section for your jurisdiction.

Project Title: FFY18 GOHS Portable Breath Test Devices (PBT's) Grant

Project Description: (1 or 2 paragraphs, brief overview)

GCSO would like to reduce the number of traffic collision injuries and fatalities by increasing enforcement of DUI violations by removing impaired drivers from the road before they endanger themselves and the community. Enforcement will be enhanced when every officer is equipped with a Portable Breath Test Device.

Due to Budget constraints and a low tax base equipment funding is limited. The purchase of 10 additional PBT's will facilitate GCSO's goal of outfitting each Patrol Deputy with a PBT. These devices have proven effective in assisting Deputies in DUI and underage drinking investigations. The awarding of grant monies from GOHS would allow GCSO to enhance and further their effort to make our streets and communities as safe as possible.

Number of sworn officers: 46

Total Population in your city/town or county: 53,500

Total Road Mileage: Highway 172 **Local** 593 **Total** 765

Crash Data: Include all data for your jurisdiction, not crashes only worked by your agency.

	2016	2015	2014
Total Crashes		844	817
Total Injury Crashes		258	252
Total Fatal Crashes		25	20
Total Alcohol-related Crashes		47	52
Total Alcohol-related Serious Injuries		40	42
Total Alcohol-related Fatalities		8	5
Total Speed-related Crashes			
Total Speed-related Serious Injuries			
Total Speed-related Fatalities		13	7

The data above represents: County ☑ City/Town ☐

SECTION B-1: Agency Overview (Continued) – LAW ENFORCEMENT PROJECTS

Enforcement Data: Fill in the information and statistics below for your jurisdiction.

	2016	2015	2014
Total Contacts (Traffic Stops)	2257	2145	1020
Total Sober Designated Drivers Contacted	0	960	8
TOTAL DUI ARRESTS	88	123	129
Total DUI Aggravated	0	9	20
Total DUI Misdemeanor	39	48	57
Total DUI Extreme (.15 or Above)	20	31	15
Under 21 DUI Arrests	0	0	0
Average BAC			
Minor Consumption / Possession Citations	21	34	18
Total DUI Drug Arrests	8	1	19
30-Day Vehicle Impounds			
Seat Belt Citations	18	29	40
Child Restraint Citations	8	8	6
Criminal Speed Citations	63	32	2
Aggressive Driving Citations	3	1	2
Civil Speed Citations	302	353	379
Other Citations (Except Speed)	839	1105	629
Other Arrests			
Participating Officer/Deputies (Cumulative)	612	447	473

SECTION B-2: Problem Identification

Provide a narrative of the highway/traffic safety problem in your community/jurisdiction. Describe the nature and magnitude of the problem using valid, up-to-date statistical data. Identify which program area(s) have the greatest need, (i.e., impaired driving, occupant protection, speeding and aggressive driving, pedestrian safety, etc.). Indicate what is happening, when it is happening, where it is happening, and the contributing factors.

Reducing the number of impaired driving collision injuries and fatalities requires strict enforcement of Impaired Driving/DUI violations. Enforcement will be enhanced when every officer is equipped with a Portable Breath Test Device.

GCSO experiences limited funding for additional equipment due to budget constraints and a low tax base. The sparse population (11.3 individuals per square mile) has a small tax base therefore limiting resources. GCSO has a large area to patrol with 765 miles of county maintained paved and unpaved roads as well as highways (U.S 60, U.S 70) and Forest Service Roads (S.R 77, S.R 87, S.R 188 and S.R 260). In 2014 Gila County Sheriff's Office Patrol Fleet vehicles drove 758,744 miles.
The terrain is comprised of both high deserts, remote and rugged mountain landscape. Gila County (4,796 square miles) also has three tribal reservations, the San Carlos Apache, Tonto Apache and White Mountain Apache. These reservations encompass approximately 37% of the land mass.

The major economic industries in Gila County are mining, recreation, ranching, and tourism. With its central location, Gila County is a hub for individuals traveling to and through Gila County where the population and traffic on weekends is increased.
Gila County has a full time population base of 53,500 residents with an influx of visitors year round. Throughout the year thousands of vacationers come to Gila County on weekends and holidays for water recreation, cooler weather and abundant sunshine. There is a large number of Gila County residences that are second homes of greater Phoenix area or out of state residents.

GCSO is very appreciative of past support and funding from the Governor's Office of Highway Safety. The awarding of grant monies from GOHS for (10) PBT's would allow GCSO to enhance and further their effort to make our streets and communities as safe as possible. The PBT's will be used in DUI deployments and will allow us to make additional DUI arrests and checks for impaired drivers.

SECTION C: Goals and Objectives – IMPAIRED DRIVING

Based on your problem identification stated in Section B-2, fill in the blanks for each agency Goal and Contract Objective outlined below.

Agency Goals:

To decrease the number of impaired driving-related crashes 10 % from 28 during calendar year 2016 to 25 by December 31, 2018.

To decrease fatalities in impaired driving-related crashes 0 % from 0 in calendar year 2016 to 0 by December 31, 2018.

To decrease serious injuries in impaired driving-related crashes 10 % from 6 in calendar year 2016 to 5 by December 31, 2018.

Contract Objectives:

To participate in a minimum of 1 DUI saturation patrols per quarter during FFY 2018.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2018.

Additional Contract Objectives:

In addition to the required goals and objectives, create two additional contract objectives that your agency can achieve by the end of FFY 2018.

To increase the number of DUI arrests 5% from 88 during calendar year 2016 to 92 by December 31, 2018.

To increase the number of contacts 5% from 2257 during calendar year 2016 to 2370 by December 31, 2018.

SECTION D: Project Strategies and Activities (Method of Procedure)

In the spaces below, list or describe specific planned activities that your agency will perform in order to achieve their project objectives on a quarterly basis. Activities should describe what will be done, who will do it, and when it will take place. Objectives and subsequent activities in your project should follow the SMART method:

S = Specific
M = Measurable
A = Action-Oriented
R = Realistic
T = Time-Framed

1st Quarter: 10/01/2017 - 12/31/2017 Estimated 1st Quarter Expenditures: $ 2,778.98

Purchase of (10) PBT's and (500) Mouth pieces following the Gila County Procurement process.
Participate in (1) DUI Saturation Patrol.
Participate in (1) DUI Task Force operation.

2nd Quarter: 01/01/2018 - 03/31/2018 Estimated 2nd Quarter Expenditures:

Participate in (1) DUI Saturation Patrol.
Participate in (1) DUI Task Force operation.

SECTION D: Project Strategies and Activities (Continued)

3rd Quarter: 04/01/2018 - 06/30/2018

Estimated 3rd Quarter Expenditures:

Participate in (1) DUI Saturation Patrol.
Participate in (1) DUI Task Force operation.

4th Quarter: 07/01/2018 - 09/30/2018

Estimated 4th Quarter Expenditures:

Participate in (1) DUI Saturation Patrol.
Participate in (1) DUI Task Force operation.

SECTION E: Detailed Project Budget

Please fill in the budget category that relates to your agency's project proposal. Please note that GOHS only grants overtime projects at a maximum employee related expense (ERE) rate of 40%.

Personnel Services

Description:

Personnel Services:

Description	Requested Amount	Overtime Amount	Employee Related Expenses: ERE Amount	ERE %
				0.00%
				0.00%
				0.00%
				0.00%
				0.00%

Total:

Professional & Outside Services

Description:

Professional & Outside Services:

Description	Requested Amount

Total:

Travel

Description:

Travel In-State:

Description	Transport	Lodging	Per Diem	Misc.	Amount

Total:

Travel Out-of-State:

Description	Transport	Lodging	Per Diem	Misc.	Amount

Total:

Materials & Supplies
Capital Outlay

Description: *If a single piece of Capital Outlay equipment is over $5,000, please submit a separate grant proposal.*

(10) Portable Breath Test Devices, and (500) mouth pieces to support and enhance DUI/ Impaired Driving Enforcement throughout Gila County.

Materials & Supplies:

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:

Capital Outlay:

Description	Quantity	Price Per Unit	Tax	Shipping	Amount
AlcoMate Accucell (AL-9000) Deluxe hard shell kit	10	250.00	0.00	89.00	2,588.99
Mouth pieces	500	0.38			189.99

Total: $ 2,778.98

Total Estimated Costs

Description	Requested Amount
Personnel Services	$ 0.00
Employee Related Expenses	$ 0.00
Professional & Outside Services	$ 0.00
Travel In-State	$ 0.00
Travel Out-of-State	$ 0.00
Materials & Supplies	$ 0.00
Capital Outlay	$ 2,778.98
Total:	$ 2,778.98

ERE: 0.00%

SECTION F: Additional Proposal Information

If there is any additional information that your agency would like to attach to their proposal, please include a PDF attachment with your proposal. Additional information may include: pictures, invoice estimates, City/Town/County resolutions, additional enforcement information, etc.

Call us 24/7/365: (800) 919-0154

AlcoMate AccuCell (AL-9000) Deluxe Hard-Shell Kit

(10) AlcoMate Accucell (AL-9000) Deluxe hard-shell kit- $2499.99

500 mouthpieces- $189.99

Fed Ex Shipping and handling to Globe AZ, 85502 about 20 LBS- $89

Total (no tax) - $2778.98

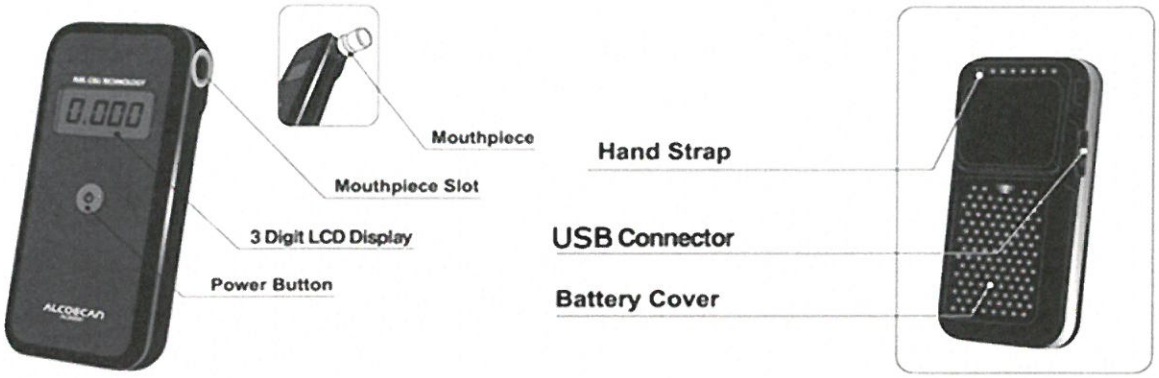
Product Description

The ***AlcoMate AccuCell*** is a DOT, FDA and NHTSA Approved law Enforcement grade breathalyzer that features an advanced second generation Fuel Cell Alcohol sensor for maximum precision and more accurate alcohol testing than ever before!

This is the most accurate fuel-cell breathalyzer on the market, compare other fuel-cell breathalyzers with this type of quality and accuracy between $600-$700.

Because of this the AccuCell is ***AlcoTester.com's most accurate and Best breathalyzer!***

The AccuCell breathalyzer incorporates advanced fuel-cell alcohol sensors to provide you with maximum precision and accuracy as well as the ability to handle rigorous high-volume testing without issue. As you can see below this model is very easy to use.



The optional USB PC-Connect Kit for the AlcoMate AccuCell allows you to store breath alcohol test results on to a computer (Windows PC only) and results can be exported conveniently to Excel format.

AlcoMate AccuCell Advantages:

- **"Law Enforcement Grade" Quality and Accuracy (calibration every 800-1000 tests). All units are pre-calibrated for immediate use! Includes a recalibration indicator.**
- DOT and NHTSA Approved (screening), the AlcoMate AccuCell is also FDA 510(K), ISO 9000 and CE Certified!
- **Advanced 2nd Generation Fuel-Cell Alcohol Sensor-** The Most Accurate Breathalyzer On The Market Under $600!! ***Blow time is 5.5 seconds- D.O.T. and NHTSA Approved (Exceeds D.O.T. and NHTSA standards).***
- Accuracy: +/- 0.005% BAC at 0.100% BAC
- 4-Digit Back Lit LCD Results Display(0.000)
- Active Pressure Sensor System so you know that the subject has blown long enough and hard enough
- Deep Lung Air Sampling- blow time that exceeds D.O.T. and NHTSA standards
- Cumulative Test Counter
- Includes a recalibration indicator.
- Low Battery Indicator / Auto Power-Off
- Maximum Precision Due To Fuel Cell Sensor ***(Same As The Police Units Have)***
- Increased Durability for High-Volume Testing
- ***One Year Warranty Through AlcoTester.com!***

ARF-4333 **Regular Agenda Item** **3. E.**

Regular BOS Meeting

Meeting Date:	05/23/2017		
Submitted For:	Adam Shepherd, Sheriff		
Submitted By:	Sarah White, Chief Administrative Officer		
Department:	Sheriff's Office		
Fiscal Year:	FY18	Budgeted?:	Yes
Contract Dates Begin & End:	July 1, 2017 through June 30, 2018	Grant?:	Yes
Matching Requirement?:	Yes	Fund?:	Renewal

Information

Request/Subject

FY 2018 Drug, Gang, and Violent Crime Control Grant Application.

Background Information

On February 24, 2017, the Gila County Sheriff's Office electronically submitted the FY18 Arizona Criminal Justice Commission Drug, Gang and Violent Crime Grant Application in the amount of $691,228. The grant application had to be submitted online no later than February 24, 2017, at 3:00 p.m.

Evaluation

The deadline to electronically submit the grant application was February 24, 2017. The Sheriff's Office completed the grant application on February 24, 2017; therefore, there wasn't sufficient time to present the application to the Board of Supervisors for approval before the application deadline.

Conclusion

On February 24, 2017, the Gila County Sheriff's Office electronically submitted the FY18 Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Application in the amount of $691,228 for a performance period of July 1, 2017, through June 30, 2018, to provide salaries and employment related expenses for the Gila County Sheriff's Drug, Gang and Violent Crimes Task Force. Per County process, the Sheriff's Office is requesting the Board of Supervisors' authorization for its submittal of the grant application.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the electronic submission of a grant application for the FY18 Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Application in the amount of $691,228 for a performance period of July 1, 2017, through June 30, 2018, to provide salaries and employment related expenses for the Gila County Sheriff's Drug, Gang and Violent Crimes Task Force.

Suggested Motion

Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a fiscal year 2018 Drug, Gang and Violent Crime Control Grant Application in the amount of $691,228 (25% match requirement) submitted to the Arizona Criminal Justice Commission to renew grant funding that will be used for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang and Violent Crimes Task Force. **(Travis Baxley)**

Attachments

Grant Application

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ACJC Grant Program:	Drug, Gang, and Violent Crime Control
Period Title:	FY18 Cycle 31
Project Title:	Gila County Drug, Gang, and Violent Crimes Task Force
Purpose Area:	A - Apprehension
Is this a continuation request?	No

Applicant Agency:

Agency Name:	Gila County Sheriff's Office
Department Name:	Administration
Federal Tax ID:	866000444
DUNS Number:	142370761
AFIS Vendor ID:	18660004440
AFIS Mail Code:	400

Participating Agencies:

Arizona Department of Public Safety

Gila County Attorney's Office

Gila County Sheriff's Office

Hayden Police Department

Miami Police Department

Payson Police Department

San Carlos Apache Tribal Police Department

San Carlos Apache Recreation and Wildlife Law Enforcement Divison

Tonto Apache Police Department

United States Drug Enforcement Administration

United States Forest Service Law Enforcement Divison

White Mountain Apache Tribal Police Department

White Mountain Apache Tribal Game and Fish Department

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Department:	Administration

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Department: Task Force

Project Mission Statement
Response is limited to 1,500 characters, including spaces.

Enter narrative below:

The Gila County Drug, Gang, and Violent Crimes **Task Force** is a Multi-Agency/Multi-Jurisdictional Unit that conducts narcotic, gang and violent crime investigations. Our mission is to disrupt, interdict, and dismantle such offenses in order to reduce criminal activities inside and outside our communities. Through city, county, state and federal inter-agency collaborations, the **Task Force** focuses on identifying and initiating investigations on violent crimes and on individuals, gangs, organizations and cartels involved in cultivating, manufacturing, transporting, distribution, use and sale of marijuana, narcotic and dangerous drugs.

Through this Multi-Agency effort, the **Task Force:**

- Attains successful interdictions, apprehensions and prosecutions of subjects involved in illicit drug, gang, and violent crimes.
- Provides training on K-9, criminal interdiction, tactical SWAT clandestine lab entry, firearms tactics, defense tactics and marijuana cultivation.
- Initiates investigations, provides assistance, resources, and intelligence to all requesting agencies.
- Partners with various community organizations and provides school and public K-9 demonstrations along with educational programs throughout Gila County, Pinal County, the San Carlos Apache Reservation as well as the Tonto Apache Reservation.

The **Task Force** focus is to protect life, property, and the citizens within our communities and surrounding areas.

Problem Statement
Identify the problem in your community that the grant funded program will address. Be very specific and include statistical data to define the severity of the identified problems. *Response is limited to 7,000 characters, including spaces.*

Enter narrative below:

Problem Statement

Limited resources

With approximately 54,000 people Gila County covers approximately 4,760 square miles, with 56 % of Gila County being federal forest and state land. The sparse population has a small tax base therefore limiting resources. The terrain is comprised of both high deserts, remote and rugged mountain landscape. Gila County also has three tribal reservations, the San Carlos Apache, Tonto Apache and White Mountain Apache. These reservations encompass approximately 37% of the land mass[i].

Criminal Organizations

The nexus that Gila County has to Mexico is that it is a major corridor in Arizona for illegal human and drug trafficking from its borders. According to the United States Drug Enforcement Administration, Arizona serves as a major distribution, hub, storage area and transshipment point for Mexican marijuana, methamphetamine, cocaine, and heroin being smuggled into domestic cities throughout the United States. Gila County has identified four (4) major drug corridor routes: U.S. Highway 60 from Phoenix through the State of New Mexico, U.S. Highway 70 from Lordsburg, New Mexico to Interstate 40, State Route 77 from Tucson to Interstate 40, and State Route 87 from Phoenix to Interstate 40. Phoenix, Tucson, Lordsburg, and other metropolitan areas are in close proximity to Gila County and have been deemed distribution centers for Mexico, Columbia, and Asian countries [ii].

Gang Activity

The Gila County Drug, Gang, and Violent Crimes Task Force have seen an increase in the amount of gang activity connected back to the

gang affiliations in Gila County. An example of this is the strong representation of outlaw motorcycle gangs such as the “Loners”, the “Loose Cannons”, the “Huns”, the “Hell Angels” the “Mongols” and the “Vagos” in Gila County. Intelligence shows that a “Hell Angels” associate has purchased property in northern Gila County as a hidden owner for the outlaw motorcycle gang. Additionally the “Loners” and the “Loose Cannons” members are actively being used by the “Hell Angels” to recruit new members. Intelligence also shows that that the “Loners” have become hidden owners in a local business in southern Gila County. Recent collaborated intelligence has the “Mongols” as well as the “Loose Cannons” have moved into Gila County and opened club houses along with purchasing property in Southern Gila County. It has been well published the outlaw motorcycle gangs are involved in distribution of illegal drugs and have used violence as part of the criminal enterprises [iii].

Another example of gang affiliation involves the collaboration of the Task Force and the Gila County Sheriff’s Office in two separate violent criminal investigations. These cases involved suspects from the “East Side Globe Gang” who have ties to the Mexican Mafia prison gang along with the “Juggalos” and “White Supremacist Prison Gangs”. We are finding that these gangs are starting to have a heavy presence in the Gila County area. In FY15/16 the Task Force identified (39) gang members of this affiliation, in FY16/17 (166) gang members of this affiliation were identified. This is an increase of 426% [iv].

Marijuana Cultivation Sites

The Tonto National Forest is very conducive to the cultivation/distribution of marijuana due to its abundant water supply, elevation, vast remote forest lands, and dense vegetation making aerial surveillance difficult. Marijuana grow sites that we have encountered are generally at the bottom of steep ravines, with no direct trails that lead into the grow sites. The primary suspects found in grow sites, sales; distribution and smuggling are undocumented aliens which is indicative of large drug organizations/DTO inside and outside of the United States. Generally a language barrier is encountered when identifying the suspects. The grow sites also have a direct impact on public safety; suspects are known to be armed and have fired upon unsuspecting hikers, campers, hunters, and forest service personnel who accidentally have stumbled upon or near a grown site. Environmental issues are also a concern to the forest area due to the increased fire hazards from unsafe propane usage, unattended fires, destruction/cutting of forest trees and brush, the use of fertilizers and pesticides, processing and packing materials, and human waste/garbage.

We’ve seen a shift from outdoor to indoor cultivation sites in rural housing areas [v]. Marijuana grows often cause extensive damage to the houses where they are maintained and are increasingly the causes of house fires, blown electrical transformers, and environmental damage. Many of these homes may ultimately be rendered uninhabitable [vi].

Tribal Reservation Law Enforcement

The San Carlos Apache, Tonto Apache and White Mountain Apache Reservations pose a great challenge to law enforcement as it relates to the inability to enforce laws, gather intelligence on drug trafficking and gang activities, and utilization of resources to suppress criminal activities traveling through and into our communities. The Gila County Drug, Gang, and Violent Crimes Task Force has collaborated with the tribal police agencies assisting and sharing case information as well as working on the indoor/outdoor marijuana cultivation investigations.

Recent Trends

Compared to last year Gila County has had an increase of seized:

- Marijuana Plants (354%)
- Marijuana – Pounds (354%)
- Marijuana – Street Value (377%)
- Cocaine (474%)
- Drug Paraphernalia (220%)

In addition we’ve seen a (426%) increase in Gang Members Identified. Data from the SAC Community Project for Gila County shows an increase from 2015 to 2016 in total drug arrests (15%), investigations resulting in drug seizures (12%) and assists leading to drug seizure (62%).

More statistical data can be found in the attached Gila County Threat Assessment [vii] [viii] and the SAC Community Project Gila County [ix].

Controlled Prescription Drugs

As a community based program, the Task Force, in a coordinated effort with the “Crossing Hospice” Care Center, tries to curtail the availability of pharmaceutical narcotic prescription drugs. This collaboration of taking for destruction the narcotic drugs left behind by deceased individuals curtails the availability of drug reaching the street. In addition the Task Force collaborates with the Gila County Sheriff’s Office, Globe Police Department, Payson Police Department and the United States Drug Enforcement Administration, in executing the “Dump the Drugs Program”. Gila County has seen a 20% increase in “Inpatient Discharges and Emergency Room Visits Related to Drug Dependence and Drug Abuse” during 2012 – 2014 [x].

[i] http://www.census.gov/quickfacts/table/PST045215/0455000,04007

[ii] NDTA 2016.pdf

[iii] NDTA 2016.pdf

[iv] See Gila County Threat Assessment.pdf

[v] Edge Report 2016.pdf

[vi] den062216.pdf

[vii] See Gila County Threat Assessment.pdf

[viii] NDTA 2016.pdf

[ix] SAC Community Data Project Gila County.pdf

[x] ADHS Table B3 2012-2014.pdf, and ADHS Table E4 2012-2014.pdf

Project Summary
Provide a summary of the program the ACJC grant funds will support. Include how the program addresses the problem in the community, what services are provided, the population served, why it is important, and how it is unique. *Response is limited to 7,000 characters, including spaces.*

Enter narrative below:

Task Force Program

The Task Force is an important and unique entity within Gila County because the Task Force brings intelligence, law enforcement agencies, tools, and needed personnel together to complete and prosecute cases that would otherwise go uninvestigated. The Task Force is an aggressive entity that takes charge of investigations dealing with the enforcement of drug, gang, and violent crimes.

Multi-Agency/Multi-Jurisdictional Unit

The Task Force leads this effort by working with every law enforcement officer in Gila County.

For example the Task Force:

- Responds to the investigative needs of Departments [1] where there are insufficient criminal investigators in their agencies.
- Conducts warrant roundups for drug and violent crime offenders [2].
- Coordinates criminal interdiction details of the major drug corridor routes consisting of U.S. Hwy 60 and 188 and State Routes 70, 77 and 87[3].

Task Force Activities

Interdiction

The daily operations include north and southbound interdiction efforts dictated by actionable intelligence and focuses on arrest operations, prosecutions, and appropriate civil sanctions.

Education

Education is a key component in curbing the use and abuse of illicit drugs. The Task Force coordinates with several agencies:

- Providing drug awareness education and K-9 demonstrations throughout Gila County, Pinal County, the San Carlos Apache Reservation and the Tonto Apache Reservation [4].
- Raising awareness of substance abuse, substance-abuse prevention, treatment programs, and programs offered through law enforcement along with the criminal justice system within our communities.
- Reaching both adult and juvenile populations [5].

Collecting and destroying prescription medications

The Task Force has collaborated with the Crossing Hospice Care Center since 2011, picking up narcotic medications from patients that have recently passed away. In prior investigations, the Task Force found that the narcotic medications of the deceased patients were ending up on the streets. The Task Force is continuing the collaborative efforts in collecting and destroying the prescription medications.

Task Force Capacity

The Task Force is overseen by a four member Task Force board consisting of Gila County Sheriff, Director of AZ DPS, Gila County Attorney, and Chief of Globe PD. The Gila County Sheriff's Office (GCSO) is the umbrella agency and handles the administrative and financial operations of the Task Force. It is comprised of a Task Force Commander (GCSO), a Sergeant (GCSO), four detectives (1 Globe PD, 2 GCSO, 1 San Carlos Game and Fish) and two K-9 units (GCSO) which are based out of Globe and Payson. The Gila County Attorney's Office has a prosecutor assigned to all the cases maintaining a strong working relationship. The Task Force serves an approximate population of 54,000 people encompassing approximately 4,760 square miles.

Sustainability Plan

The Task Force has developed a sustainability plan in the event of changes with financial impact to the life of the grant project. The long term vision of the Task Force is to branch into a larger multi-agency task force, with more federal agency partnerships, and to include an assigned analyst. The sustainability plan includes learning to identify new funding streams from within our collaborative partnerships to augment related expenses of the grant project. All practices of the Task Force are evaluated monthly, in terms of financial impact and importance to the program operation and its overall success. This is done to identify future improvement, and monitor budget line items. Personnel in the grant have received continuous training from AZ POST and other outside agencies which is critical in the sustainability of the grant project.

Evidence Based

Since 2014 the Task Force has been using a method similar to the "High Point Drug Market Intervention", rated "Effective" by the National Institute of Justice [6]. High-density crime areas were identified; additional surveillance was added in these areas, identifying dealers in these neighborhoods. Task Force made cases against each individual by using undercover officers or confidential informants who made purchases from these individuals that were recorded by digital audio and video surveillance. Identified offenders were explained the sanctions of their offenses and the need to stop future offending. During the "Resource Delivery" the Task Force spoke with offenders (that were used as informants) and informed them that if they continued dealing they would be arrested immediately; however, if they chose to stop moving forward no punitive action would be taken against them. This let offenders know the consequences and know that their chances of being arrested were far greater than they had previously thought. Offenders were referred to services in the community to assist them in their efforts to stop dealing. Since 2014 we've not seen our informants arrested for drug related crimes.

Gila County's FY16 quarterly highlights[7]:

- August 2015, Task Force in collaboration with Gila County Sheriff's Office, Gila County Attorney's Office, and Globe PD, conducted an investigation of an indoor marijuana cultivation site at a residence in Globe, AZ. A search warrant was executed on the residence, 2 suspects were arrested, 67 marijuana plants, 2 lbs. of processed marijuana (street value $82,800) were seized and the U.S DEA was informed.

- February 2016, Task Force collaborated with AZ DPS during a traffic stop at milepost 268 on State Route 260. During the investigation, a task force K-9 conducted a drug sniff and alerted to the car. A search revealed a false compartment built into the back seat trunk area where 37 lbs. of marijuana were found (street value $29,600). Both were seized along with $615. Information from the investigation was passed on to the U.S DEA and the Albuquerque PD Narcotics Unit in NM.

- February 2016, in a coordinated effort with the AZ DPS, an investigation was conducted on a residence involved in the distribution of methamphetamine. A search warrant was executed, and 1 suspect was arrested. During the investigation, 68.4 gr. methamphetamine (street value $6,840), 441 narcotic pills (street value of $13,230), 39 firearms, numerous items of drug paraphernalia, and $9,371 were seized.

- June 2016, Task Force conducted a traffic stop on a vehicle on U.S. Hwy 60 milepost 251. Two subjects were arrested, 108.52 gr. Methamphetamine (street value of $17,352), 3.4 gr. Heroin (street value of $3,400), and 1 vehicle were seized. The investigation identified a suspected supplier from Tempe, AZ and Tempe PD Narcotics Unit was informed. A suspect from Pinetop, AZ was identified that had picked up a large amount of methamphetamine from the 2 suspects. This information was passed onto the Navajo County Sheriff's Office MCAT, which led to a search warrant with 2 additional suspects being arrested.

(65) gr. of methamphetamine and numerous items of drug paraphernalia were seized. One suspect from this investigation was identified as a member of the white supremacist prison and street gang.

[1] Globe PD, Miami PD, Hayden PD, San Carlos Apache Tribal PD, San Carlos Apache Recreation and Wildlife Law Enforcement Division and Tonto Apache Tribal PD

[2] Warrant roundups for drug and violent crime offenders: AZ DPS, GCSO, Gila County Adult and Juvenile Probation, Globe PD, Miami PD, Hayden PD, Payson PD, San Carlos Apache Tribal PD, San Carlos Apache Recreation and Wildlife Law Enforcement Division, Tonto Apache Tribal PD, U.S Forest Service and the U.S Marshall's Office.

[3] Conducts criminal interdiction details of the major drug corridor routes: AZ DPS, GCSO, Globe PD, Hayden PD, Miami PD, Payson PD, Phoenix PD, U.S DEA, U.S Forest Service, San Carlos Apache Tribal PD, San Carlos Apache Recreation and Wildlife Law Enforcement Division, Tonto Apache Tribal PD.

[4] Providing drug awareness to: Community Bridges, Gila County Attorney's Office, Boys and Girls Club, Community Civic Organizations, Gila County and San Carlos School Districts.

[5] School districts, Community Bridges, Boys and Girls Clubs of America, and the AZ Youth Partnership.

[6] High Point Drug Market Intervention.pdf

[7] Edge Report 2016.pdf

Project Collaboration
Programs must demonstrate a strong collaborative effort in *each* of these areas: law enforcement, prosecution, service providers, community organizations and other social service agencies. List the public and private organizations your agency collaborates with in connection with your grant (excluding participating agencies already identified in the 'General Information' section).

Enter narrative below:

Local Agencies

The Gila County Drug, Gang, and Violent Crimes Task Force (**Task Force**) coordinates any intelligence that may be conducive to furthering cases involving drugs, warrants and marijuana cultivation in collaboration with:

- Apache County Sheriff's Office
- Apache County ACCENT
- Maricopa County Sheriff's Office
- Navajo County MCAT
- Yavapai County PANT

The Task Force coordinates any intelligence that may be conducive to furthering cases involving drugs, and warrants in collaboration with:

- Apache Junction Police Department
- Coolidge Police Department
- Pinal County Attorney's Office

The Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, narcotic reversals, and warrants. Active participants in daily case investigations are:

- Miami Police Department
- Payson Police Department
- Globe Police Department

The Task Force coordinates any intelligence that maybe conducive to furthering case involving drugs, narcotic reversals, and warrants in collaboration with:

- Gilbert Police Department
- Glendale Police Department
- Graham County Sheriff's Office
- Hayden Police Department
- Mesa Police Department
- Navajo County Sheriff's Office

- Pima County Sheriff's Department
- Pinal County Sheriff's Office
- Safford Police Department
- Santa Cruz County Sheriff's Office
- Show Low Police Department
- Snowflake/Taylor Police Department
- Superior Police Department
- Yavapai County Sheriff's Office

The Task Force K-9 Unit coordinates:

- K-9 training between Chandler Police Department and the Task Force Chandler Police Department
- Efforts in K-9 training and certification for Arson K-9 program for Globe Fire Department
- Random K-9 narcotic sniffs of the detention center and juvenile housing areas in collaboration with the detention staff of the Gila County Juvenile Probation Department.

The Task Force coordinates and promotes the legal interest of the county and promotes public safety by sharing the legal ramifications for drug abuse offenders in our communities in collaboration with:

- Gila County Attorney's Office, which handles all prosecutions, asset forfeiture and contracts to suspects used in case investigations along with legal opinions in coordination with the Task Force on case investigations.

The Task Force coordinates knock and talks and search warrants activities during their home diversion visits of suspects on the diversion program in collaboration with:

- Gila County Attorney's Office Diversion Division

The Task Force collaborates on home visits and intelligence reference to subject(s) who are on probation and who may be involved in current criminal activity, with probation personnel of:

- Gila County Adult Probation Department.

The Task Force coordinates investigations and assists in providing resource information to trustees about support and staying away from drugs once they are released. Additionally, they survey trustees on the familiarity with drugs, drug abuse and drug accessibility in the communities to help define which areas the Task Force needs to focus on for future programs and investigations in collaboration with:

- Gila County Sheriff's Office.

The Task Force joins forces to gather intelligence, creating a data base on suspects involved in marijuana cultivation and drug activity in the Phoenix metropolitan area with a nexus to Gila County, with:

- Phoenix Police Department Narcotics/Criminal Investigation Division. The Phoenix Police Department is also an active participant in daily case investigation.

The Task Force teams up with intelligence on wanted suspects that have a nexus to the Gila County area with:

- Phoenix Police Department Fugitive Task Force.

State Agencies

The Task Force works in partnership in processing asset forfeiture cases that may not be able to be handled at the county level, with:

- Arizona Attorney General's Office Asset Forfeiture Unit.

The Task Force cooperates to facilitate case work as well as new drug cases that may involve juvenile(s) in a dangerous or violent atmosphere in collaboration with:

- Arizona Department of Child Protective Services in Gila County.

The Task Force coordinates intelligence on gang members in the Gila County areas as well as suspect(s) housed in the Gila County Sheriff's Jail and/or the Arizona Department of Corrections Prison Globe Complex in collaboration with:

- Arizona Department of Corrections Services.

The Task Force coordinates and collaborates on investigations involving narcotics and liquor violations along with intelligence that is generated through these investigations, with:

- Arizona Department of Liquor Control.

The Task Force coordinates efforts with narcotic interdictions through their K-9 units and uniform personnel working the major thoroughfares such as US Highway 60, US Highway 70, State Route 77, State Route 87, State Route 188 and State Route 288 in collaboration with:

- Arizona Department of Public Safety Highway Patrol Division Services.

The Task Force coordinates any identified intelligence on gang members in the Gila County area as well as suspect(s) housed in the Gila

County Sheriff's Jail and/or the Arizona Department of Corrections Globe Prison Complex in collaboration with:

- Arizona Department of Public Safety GIITEM Services.

The Task Force collaborates in reference to meth lab investigations with:

- Arizona Department of Public Safety Special Operations Unit/Explosive Ordinance Division/Criminal Investigations Division Services
- Maricopa County Sheriff's Clandestine Drug Lab Task Force
- D.E.A
- Arizona Department of Public Safety, AZ DPS is also an active participant in daily case investigations.

The Task Force also provides instruction on clandestine meth lab entries during the:

- Arizona Department of Public Safety SWAT School.

The Task Force coordinates' information gathered on any criminal activity in and outside of the Gila County area in collaboration with:

- HIDTA-Phoenix Services
- RISSAFE Services

Out of State Agencies

The Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area with the:

- Alamogordo Police Department, Alamogordo, New Mexico
- Albuquerque Police Department, Albuquerque, New Mexico
- Bernalillo County Sheriff's Office, Albuquerque, New Mexico
- Cincinnati Police Department, Cincinnati Ohio
- Durango Police Department, Durango Colorado
- Hoke County Sheriff's Office, Hoke County, North Carolina
- Kansas City Police Department, Kansas City, Kansas
- Kansas City Police Department, Kansas City, Missouri
- New Mexico State Police
- Otero County Sheriff's Office, Alamogordo, New Mexico

The Task Force collaborates with intelligence, expert testimony, involving cases that involve suspect from their area, with:

- Otero County District Attorney's Office, Alamogordo, New Mexico.

Federal Agencies

The Task Force collaborates with intelligence, criminal interdiction, human trafficking interdictions, and controlled drug deliveries that have a nexus to the United States/Mexico border, with:

- Alliance to Combat Transnational Terrorism

The Task Force collaborates with intelligence and dissemination of secure, accurate and timely intelligence, with:

- Arizona HIDTA

The Task Force provides support in a collaborated effort in criminal interdiction operations/initiatives and provide the intelligence data to enhance the efforts to target and interdict smuggling and transportation operations, with:

- Arizona HIDTA/Domestic Highway Enforcement

The Task Force collaborates with intelligence, criminal interdictions, and controlled drug deliveries in their area, with:

- Bureau of Indian Affairs Criminal Investigation Division

The Task Force collaborates during marijuana cultivation/eradication investigations, with:

- Drug Enforcement Administration.

The Task Force collaborates with intelligence sharing reference to ongoing and current trends in weapon violation, explosive violations and case law, and provide ongoing K-9 Explosive Detection training for the (2) explosive detection K-9's assigned to the Task Force and the Gila County Sheriff's Office in collaboration with:

- Alcohol, Tobacco, Firearms and Explosives Department

The Task Force collaborates with intelligence on border crossing suspects and providing training on clandestine labs, with:

- United States Border Patrol.

The Task Force collaborates in operations on the White Mountain Apache Indian Reservation on gang and violent crime investigations, with:

- United States Federal Bureau of Investigations

The Task Force collaborates during marijuana cultivation/eradication investigations, with:

- United States Forest Service

The Task Force coordinates with I.C.E. Agents on undocumented alien detention, intelligence, and identification, in collaboration with:

- United States Immigration and Customs Enforcement.

The Task Force collaborates in tracking down wanted suspects and intelligence on possible associated subjects, with:

- United States Marshall's Fugitive Task Force.

Tribal Agencies

The Task Force coordinates any intelligence that maybe conducive to furthering cases involving drugs, gangs, warrants and marijuana cultivation, with:

- San Carlos Apache Tribal Police Department, San Carlos, Arizona
- San Carlos Apache Recreation and Wildlife Law Enforcement Division, San Carlos, Arizona
- Tonto Apache Tribal Police Department, Payson, Arizona
- White Mountain Apache Police Department
- White Mountain Apache Game and Fish Department

Schools

Task Force collaborates with all the schools listed in conducting drug awareness presentations, K-9 demonstrations, and K-9 sniff's for contraband on a continuing basis.

Elementary School:

- Charles Bejarano Elementary School, Miami, Arizona
- Copper Rim Elementary School, Globe, Arizona
- Destiny Elementary School, Globe, Arizona
- Hayden Elementary School, Winkelman, Arizona
- Julia Randall Elementary, Payson, Arizona
- Pine/Strawberry Elementary/Middle School, Pine, Arizona
- St. Charles Parochial School, San Carlos, Arizona
- Tonto Basin Elementary School, Tonto Basin, Arizona

Middle School/ Junior High

- Hayden Junior High School, Winkelman, Arizona
- High Desert Junior High School, Globe, Arizona
- Lee Kornegay Junior High School, Miami, Arizona
- Rim Country Middle School, Payson, Arizona
- San Carlos Apache Junior High School, San Carlos, Arizona
- Young Elementary, Middle, High School, Young, Arizona

High School:

- Alchesay High School, Whiteriver, Arizona
- Globe High School, Globe, Arizona
- Hayden High School, Winkelman, Arizona
- Miami High School, Miami, Arizona
- Payson High School, Payson, Arizona
- San Carlos Apache High School, San Carlos, Arizona

Other Organizations

The Task Force is provided with information on possible drug activity they may become aware of during their call for service by:

- Arizona Public Service, Globe, Arizona
- Southwest Gas Company Globe, Arizona-

The Task Force is given insight in what sorts of drugs patients are dealing with, by:

- Cobre Valley Regional Medical Center, Globe, Arizona
- Payson Regional Medical Center, Payson, Arizona

These hospitals also provide patients with resources on drug abuse.

The Task Force collaborates with:

- Community Bridges Drug, and Alcohol Rehabilitation Globe and Payson, Arizona. This organization provides educational efforts and quality treatment for substance abuse disorder. Recovering addicts share their stories during drug awareness presentations to help draw a clear picture for the attendees about the different stages of addiction and recovery. They also survey their intake patients and provide data on what sorts of drugs are being used in our communities and how accessible the drugs are.

The Task Force provides drug awareness training and K-9 detection training/drug sniff for any contraband in their facility upon request:

- Freeport McMoran Copper and Gold Mine, Miami, Arizona

Describe in detail a recent collaboration, other than a service referral, involving one or several of the agencies listed above. Discuss the purpose of the collaboration, your agency's contribution to process and the outcomes. *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

In February 2017, the Gila County Drug, Gang, and Violent Crimes Task Force in a coordinated effort with the Gila County Sheriff's Office conducted an investigation at a residence in Northern Gila County. During the investigation, a search warrant was executed and 34 grams of heroin, 42 grams of methamphetamines and 50 pieces of drug paraphernalia were seized. Four suspects were arrested and information from all four suspects was passed onto the Mesa and Phoenix Police Departments Intelligence groups.

In January 2017, the Gila County Drug, Gang, and Violent Crimes Task Force in a collaborated effort with detectives from the White Mountain Apache Tribal Police Department along with Troopers from the Arizona Department of Public Safety, conducted a traffic stop on Highway in Southern Gila County. During the investigation, a search of the vehicle was conducted and 92.3 grams of methamphetamines, along with 854 drug paraphernalia items and $2,597.00 in U.S. Currency was seized and one suspect was arrested. Information received out of the investigation revealed the suspect was a main supplier for methamphetamines for the Cibecue area of the White Mountain Apache Reservation. Intelligence was also gathered from the suspect and that information was passed onto the Phoenix Police Department Narcotics Unit.

In January 2017, the Gila County Drug, Gang, and Violent Crimes Task Force in a collaborated effort with the detectives from the Arizona Department of Public Safety and officers from the Tonto Apache Tribal Police Department conducted an investigation on the Tonto Apache Reservation in Northern Gila County. During the investigation, 908 grams of methamphetamines, numerous items of drug paraphernalia and a 2001 Chevrolet Tahoe were seized. Two suspects were arrested and information obtained from the investigation was passed to Albuquerque DEA Office along with Arizona Department of Public Safety HIT Squad.

In September 2016, the Gila County Drug, Gang, and Violent Crimes Task Force in a collaborated effort involving the White Mountain Apache Tribal Police, White Mountain Apache Game and Fish Rangers, agents from the Federal Bureau of Investigations, agents from the Bureau of Indian Affairs, detectives from the Arizona Department of Public Safety GITTEM Unit participated in the Safe Street Task Force detail on the White Mountain Apache Reservation. During the detail, 61 (GMIC's) Gang Member Identification Cards were conducted along with 11 arrest, 28 marijuana plants seized (total weight 42 pounds street value of $35,700), 4 grams of methamphetamines and 43 grams of marijuana both packaged for sale.

In August 2016, the Gila County Drug, Gang, and Violent Crimes Task Force in a collaborated effort with the White Mountain Apache Tribal Police Department and the White Mountain Apache Game and Fish Rangers conducted an investigation into a possible outdoor marijuana cultivation site on the White Mountain Apache Reservation. In coordinated efforts with the Arizona Department of Public Safety Narcotics Division, Arizona Department of Public Safety GIITEM Unit, Arizona Department of Public Safety "Ranger" Unit along with Navajo County Sheriff's Office M.C.A.T., Bureau of Indian Affairs Narcotics Division and Law Enforcement Division assisted on the marijuana eradication phase of the investigation. 2,413 marijuana plants were seized and two suspects were arrested. Information seized from the investigation was passed on to numerous prospective law enforcement agencies in the Metro Phoenix area.

In August 2016, the Gila County Drug, Gang, and Violent Crimes Task Force in a coordinated effort with the Gila County Sheriff's Office and the Globe Police Department conducted a traffic on a vehicle in Southern Gila County. During the investigation, 43.6 grams of heroin and numerous items of drug paraphernalia were seized. Three suspects were arrested on various drug and child abuse charges. Arizona Department of Child Safety assisted with the child abuse investigation. Information received from the investigation was passed on the Drug Enforcement Administration Phoenix Office and the Mesa Police Department.

Evaluation Plan

How will you evaluate the effectiveness of the program activities? *Response is limited to 4,000 characters, including spaces.*

Enter narrative below:

Each month, the Gila County Drug, Gang, and Violent Crimes Task Force Commander will compile statistical data filled out by each detective on a Task Force generated "Alliance Report" form. The "Alliance Report" has the pertinent information from the case investigation along with the information as to the suspect(s) and any type of illicit drug, property, weapons or U.S. currency that is seized. Each "Alliance Report" also has a narrative as to the investigation. The computer generated information will be summarized onto a monthly report and the monthly reports will be reported back to the Arizona Criminal Justice Commission in an on-line quarterly report.

Task Force personnel will meet monthly to discuss the statistical data to be reported and where that data stands with our goals and objectives to interdict, assist, initiate and prosecute cases. Also during these meetings, informant case status will be discussed to determine if any new informants are being utilized or the need to deactivate old informants due to inactivity.

The Task Force, in collaboration with community civic organizations, evaluates the drug awareness presentations by taking surveys from the different groups that receive presentations. The Community Bridges Drug and Alcohol Rehabilitation in coordination with the Task Force will continue providing an alternative for suspects such as rehabilitation, in lieu of prosecution in the courts when the situation is feasible, as well as conducting presentations. Task Force personnel will document all the information received and the number of attendees which is documented on Task Force Alliance Report forms.

Goal: To reduce or disrupt the flow of illicit drugs imported, transported and sold in the community.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
1.1 Increase arrest for importing/transporting of illicit drugs	%	45	Number of arrest for transport/import of drugs
1.2 Increase arrest for the distribution of illicit drugs	%	30	Number of arrests for distribution/sales of drugs
	%	30	Number of arrest for buying and receiving drugs
1.3 Disrupt methamphetamine labs	%	80	Number of methamphetamine related investigations
	%	1	Number of clandestine labs seized
	%	1	Number of methamphetamine dump sites discovered
	%	1	Number of methamphetamine sites referred for mitigation/cleanup
1.4 Eradicate marijuana cultivation grows	%	6	Number of indoor marijuana grows seized
	%	7	Number of outdoor marijuana grows seized
	%	30	Number of marijuana cultivation grow investigations
	%	10	Number of arrest for marijuana cultivation grows
1.5 Disrupt or dismantle Drug Trafficking Organizations	%	6	Number of Drug Trafficking Organizations disrupted
	%	6	Number of Drug Trafficking Organizations dismantled

Goal: Strengthen collaborative partnerships between federal, state and local law enforcement and prosecutorial agencies.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
2.1 Conduct coordination or collaboration activities with other agencies	%	20	Number of deconfliction events
	%	30	Number of tips/leads referred to other task forces
	%	3	Number of counter terrorism referrals
	%	8	Number of drug-endangered child referrals or calls to DCS
	%	60	Number of drug interdiction activity assists
2.2 Conduct intelligence-driven, collaborative investigations	%	30	Number of intelligence-driven collaborative investigations
	%	30	Number of intelligence-driven investigations resulting in arrest
	%	20	Number of intelligence-driven investigations resulting in drug seizures

Goal: Coordinate training/education programs with the partnerships between federal, tribal, state, local law enforcement, prosecutorial agencies, commu
nity organizations and educational facilities.

Objectives (please complete at least 1):

Description	%	#	Performance Measure
3.1	%	20	Number of training provided to law enforcement/prosecutorial agencies
	%	10	Number of training provided to community/civic organizations
	%	10	Number of presentations provided to educational facilities

---

Personnel
Enter narrative below:

The Gila County Drug, Gang, and Violent Crimes Task Force would like to branch into a larger multi-agency task force and is therefore requesting funding for:

1) GCSO Commander, to direct the Task Force and to enforce Local, State and Federal laws, according to policies, procedures and regulations

(1) GCSO Sergeant, to help manage the operations of the Task Force, enforce Local, State and Federal laws, according to policies, procedures and regulations

(3) GCSO Detectives, to facilitate the justice process by conducting investigations into serious crimes as well as enforce Local, State and Federal laws, according to policies, procedures and regulations

(1) Globe PD Detective, to facilitate the justice process by conducting investigations into serious crimes as well as enforce Local, State and Federal laws, according to policies, procedures and regulations

(1) San Carlos PD Detective, to facilitate the justice process by conducting investigations into serious crimes as well as enforce Local, State and Federal laws, according to policies, procedures and regulations

(1) GCSO Accounting Clerk, to facilitate the accounting operations of the Task Force and to ensure compliance with all State and Federal Laws and County and Internal policies and procedures.

Please see attached job descriptions.

Full Time/Part Time

Position Title	# Pos (FTE)	Annual Salary	Subtotal Salary	ERE Rate	ERE Subtotal	Total
GCSO Commander	1	$84,162.12	$84,162.12	62.54%	$52,634.99	$136,797.11
GCSO Sergeant	1	$56,820.72	$56,820.72	67.37%	$38,280.12	$95,100.84
GCSO Detective	1	$54,486.79	$54,486.79	68%	$37,051.02	$91,537.81
GCSO Detective	1	$53,059.36	$53,059.36	68.42%	$36,303.21	$89,362.57
GCSO Detective	1	$49,084.54	$49,084.54	69.71%	$34,216.83	$83,301.37
GCSO Accounting Clerk	1	$28,622.44	$28,622.44	46.71%	$13,369.54	$41,991.98
						Salary Subtotal: $326,236.00
						ERE Subtotal: $211,856.00
						Total: $538,092.00

Overtime

Position Title	Hours	Hourly Wage	Subtotal Wages	ERE Rate	ERE Subtotal	Total
						Wages Subtotal: $0.00
						ERE Subtotal: $0.00
						Total: $0.00

ERE Breakdown

Enter narrative below:

GCSO Commander Position	$84,162.12	GCSO Task Force Sergeant	$56,820.72
Health Insurance ($7,848/annually)	9.32%	Health Insurance ($7,848/annually)	13.81%
Deputies Retirement	41.96%	Deputies Retirement	41.96%
FICA/Medicare	7.65%	FICA/Medicare	7.65%
Deputies Workman’s Comp	2.89%	Deputies Workman’s Comp	2.89%
Clothing Allowance ($600.08/annually)	0.71%	Clothing Allowance ($600.08/annually)	1.06%
Total ERE	62.54%	Total ERE	67.37%

GCSO Task Force Detective Position	$54,486.79	GCSO Task Force Detective Position	$53,059.36
Health Insurance ($7,848/annually)	14.40%	Health Insurance ($7,848/annually)	14.79%
Deputies Retirement	41.96%	Deputies Retirement	41.96%
FICA/Medicare	7.65%	FICA/Medicare	7.65%
Deputies Workman’s Comp	2.89%	Deputies Workman’s Comp	2.89%
Clothing Allowance ($600.08/annually)	1.10%	Clothing Allowance ($600.08/annually)	1.13%
Total ERE	68.00%	Total ERE	68.42%

GCSO Task Force Detective Position	$49,084.54	GCSO Accounting Clerk Position	$28,622.44
Health Insurance ($7,848/annually)	15.99%	Health Insurance ($7,848/annually)	27.42%
Deputies Retirement	41.96%	Retirement	11.48%
FICA/Medicare	7.65%	FICA/Medicare	7.65%
Deputies Workman's Comp	2.89%	Workman's Comp	0.16%
Clothing Allowance ($600.08/annually)	1.22%	Total ERE	46.71%
Total ERE	69.71%		

Consultant/Contractual Services
Enter narrative below:

Position Title	# Pos (FTE)	Annual Salary	Subtotal Salary	ERE Rate	ERE Subtotal	Total
Globe PD Detective	1	$44,541.60	$44,541.60	69.19%	$30,816.34	$75,357.95
San Carlos R&W Detective	1	$45,855.84	$45,855.84	69.61%	$31,922.31	$77,778.15
Total			$90,397.44		$62,738.66	$153,136.10

ERE Breakdown

Globe PD Detective Position	$44,541.60	San Carlos R&W Detective Position	$49,084.54
Health Insurance	16.69%	Health Insurance ($7,848/annually)	17.11%
Deputies Retirement	41.96%	Deputies Retirement	41.96%
FICA/Medicare	7.65%	FICA/Medicare	7.65%
Deputies Workman's Comp	2.89%	Deputies Workman's Comp	2.89%
Total ERE	69.19%	Total ERE	69.61%

Expense Type	Hours	Rate	Total

Salary and ERE for Globe PD Detective	2,088	$36.09	$75,357.95
Salary and ERE for San Carlos R & W Detective	2,088	$37.25	$77,778.15
			Total: $153,136.00

Travel (In State)
Enter narrative below:

Expense Type	Units	Amount	Total
			Total: $0.00

Travel (Out of State)
Enter narrative below:

Expense Type	Units	Amount	Total
			Total: $0.00

Confidential Funds
Enter narrative below:

Expense Type	Amount	Total
		Total: $0.00

Other Operating Expenses
Enter narrative below:

Expense Type	Type	Quantity	Each	Total
				Supplies Subtotal: $0.00
				Registration/Training Subtotal: $0.00
				Other Subtotal: $0.00
				Total: $0.00

Equipment Purchases
Enter narrative below:

Expense Type	Type	Quantity	Each	Total
				Capital Subtotal: $0.00
				Non-Capital Subtotal: $0.00
				Total: $0.00

If matching funds are required for this grant program, provide a description of what funds will be used as the required match.

General fund will provide any match to this grant.

Total Project Cost

State: $241,930.00 Federal: $276,491.00 Match: $172,807.00 Grand Total: $691,228.00

—

Financial Capacity

Will ACJC funds be used as matching funds for other grant program(s)? No

If yes, please list the name(s) of the grant program and funding agency.

Audit Requirements

Provide the date of your last financial audit (A-133 or independent audit).

6/5/2013

Did the audit result in finding listed in the Schedule of Findings and Questioned Costs?

Yes

Policies & Procedures

Does the organization maintain policies which include procedures for assuring compliance with the terms of the grant award?

Yes

Does the organization maintain written codes of conduct for employees?

Yes

Does the organization maintain written procurement policies and procedures?

Yes

Accounting System

Is there a separate account maintained for grant funds?

Yes

How frequently does posting to the General Ledger occur?

Daily

Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?

Yes

Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?

Yes

Internal Controls
Are time and effort distribution reports maintained for employees working fully or partially on grant programs and account for 100% of each employee's time?
Yes

Are employee time sheets supported by appropriately approved/signed documents?
Yes

Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?
Yes

Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment, and the preparation of payroll?
Yes

Are all accounting entries and payments supported by source documentation?
Yes

Does the organization have adequate staff to comply with the terms of the grant agreement?
Yes

Are the officials of the agency bonded or covered by a liability policy?
Yes

Please upload any additional documentation here. You may upload multiple files if necessary.

NOTE:
Non-profit organizations can demonstrate its non-profit status in any one of four methods. Please attach one of the following to this application:

1. Submission of proof of 501(c)(3) status from the Internal Revenue Service.
2. Submission of a statement from the state taxing authority or state Secretary of State, or other similar official certifying that the organization is a non-profit operating within the state, and that no part of its net earnings may lawfully benefit any private shareholder or individual.
3. Submission of a certified copy of the applicant's certificate of incorporation or similar document.
4. Submission of any item above, if that item applies to a state or national parent organization, together with a statement by the state or parent organization that the applicant is a local nonprofit affiliate.

Max size per upload 10MB.

A-133 Audit.pdf
A-133 email.pdf
Task Force Commander job description.pdf
Task Force Sergeant job description.pdf
Task Force Detective job description.pdf
Accounting Clerk job desccription.pdf
NDTA 2016.pdf

Gila County Threat Assessment.xlsx
EDGE_Report_2016.pdf
den062216.pdf
ADHS Table B3 2012-2014.pdf
ADHS Table E4 2012-2014.pdf
SAC Community Data Project Gila County.pdf
Miami PD Letter of Participation.pdf
Gila Co Sheriff's Office Letter of Participation.pdf
Globe PD Letter of Participation.pdf
San Carlos Recreation & Wildlife Letter of Participation.pdf
WMAT Game and Fish Letter of Participation.pdf
Drug Enforcement Administration Letter of Participation.pdf
Budget Worksheet FY18.pdf
WMAT Police Letter of Participation 17-18.pdf
Gila County Attorney Letter of Participation 17-18.pdf

Special Conditions

1. GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.

2. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.

3. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.

4. GRANTEE agrees that within 45 days of award, for any agency that receives income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.

5. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.

6. GRANTEE agrees to the completion of the Budget Detail Worksheet reflecting the overall budget within 45 days of award.

7. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

8. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

9. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdog.gov/BJA/resource/nepa.html for programs relating to methamphetamine laboratory operations.

10. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

11. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

12. Grant funds shall be used to reduce drug crimes in support of the Arizona 2016-2019 Drug, Gang, and Violent Crime Control State Strategy.

☑ On behalf of the applicant agency I certify that: I have read and understand the conditions listed above; all the information presented in this application is correct; there has been appropriate coordination with affected agencies; and the applicant agency will comply with the provisions of all applicable laws and conditions if awarded funds.

ARF-4226 **Regular Agenda Item** **3. F.**

Regular BOS Meeting

Meeting Date:	05/23/2017		
Submitted For:	Steve Lessard, Chief Probation Officer		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2016-2017	Budgeted?:	Yes
Contract Dates Begin & End:	01-04-17-01-04-18	Grant?:	No
Matching Requirement?:	No	Fund?:	New

Information

Request/Subject

Approval of an Intergovernmental Agreement (IGA) with Pinal County Justice Center to house and treat detained juveniles.

Background Information

With the pending closure of the Gila County Juvenile Detention Center, Gila County Probation has been transporting juveniles in need of detention to the Pinal County Youth Justice Center (Detention Center). Pinal County leadership has agreed to, and drafted an IGA for Gila County consideration, to detain juveniles (effective January 4, 2017) for Gila County Superior Court, or needing to be detained in the future for the next three (3) years. Pinal County is proposing a daily rate of incarceration per juvenile.

The need to detain juveniles in Gila County has declined substantially over the past five (5) years and this trend is consistent throughout the State of Arizona and nationally. Keeping the Globe Detention Center open for very few or no juveniles is not fiscally sustainable in terms of personnel needed 24/7, minimum staffing standards to keep the facility open, and infrastructure costs in including much needed improvements. The Superior Court and all stakeholders involved support the Pinal County IGA and the closing of the detention center.

Evaluation

It costs over $1.3 million to run and maintain the Globe Detention Center (infrastructure, operations and personnel). With periods of time with no juveniles, or one or two, running a full staff of twenty (20,) and a Detention Manager makes little to no fiscal sense for Gila County taxpayers. Gila County was one of the first Juvenile Detention Alternatives Initiative (JDAI) sites, and in the process of implementation of JDAI and the use of a standardized detention screening instrument (DSI), we have learned that detention is not always an evidence-based practice when it comes to kids. In fact, we now know that detention does more harm to a juvenile than good. In addition to JDAI, and with the full support of the County Attorney's Office, Gila County Juvenile Probation runs a very robust and successful Diversion Program that is invested in families and prevention. This type of non-detention programming has led to the dramatically decreased need for detaining kids.

Because public safety is our mission, there will always be a need to detain a juvenile who is a risk to the community. We will continue to identify, assess and respond to the public safety needs of our communities. The Pinal County Youth Justice Center (PCYJC) fills that (infrequent) need. Pinal County is also a JDAI certified facility and has outstanding programming for juveniles in detention, including medical and education services on site. A cost of $175 per day is substantially lower than the going rate of up to $400 per day to detain a juvenile in other counties. It is noted that Pinal County has held juveniles for Gila County on conflict cases without charging a fee based on Gila County Probation's continued partnership with Pinal County.

In August 2016, the Chief Probation Officer re-initiated discussion with the Presiding Judge of the Gila County Superior Court, County Manager, and County Finance Director regarding the use of scarce resources on an expensive detention facility. This conversation led to a frank conversation with detention officer staff. As a result, our detention workforce has dwindled down from over twenty (20) officers (FY2016) to nine (9) officers (we anticipate more resignations or placements, with the hope of not having to lay-off one officer). With the need to provide continued vital services to the courts and law enforcement 24/7, we intend to keep approximately six (6) detention officers to transport juveniles to and from Pinal County to be detained, transported to and from court status hearings, and to make parents accessible to juveniles in detention. We also anticipate using these officers to transport families and juveniles participating in the Diversion Program to treatment, supervise community service work crews, complete pretrial assessments and function as dispatchers for our probation officers in the field.

Conclusion

The fee for daily services for the occasional detention of Gila County juveniles is very generous and a substantial cost savings to Gila County. Further, closing the facility is saving Gila County hundreds of thousands of dollars. The Pinal County Youth Justice Center is in the forefront of evidence-based practices and their facilities are exceptional. Law enforcement and the courts will continue to be serviced 24/7 for kids in detention or arrested and in need of assessment to be detained. The closing of the Globe Detention Center from the vantage point of law enforcement and the courts will be unrecognizable given that detention staff will continue to provide the same vital functions; in fact, our process will assure law enforcement is back on patrol faster without the need to find home placement or transport to Pinal County detention. With the trend continuing to move towards a continued reduction in juveniles being detained in Gila County, statewide and nationwide, approving the IGA with Pinal County has no recognizable downside. It is good for our kids, taxpayers and the community, and a good investment in families and prevention.

Recommendation

The Finance Director and Chief Probation Officer recommend that the Board of Supervisors approve the IGA with Pinal Justice Center to house and treat detained Juveniles.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement with Pinal County Justice Center to house and treat detained juveniles for the period January 4, 2017, through January 4, 2018, with automatic one-year renewals up to ten years per Arizona Revised Statute § 11-952 (J) . **(James Menlove/Steve Lessard)**

Attachments

IGA with Pinal County Justice Center

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN GILA COUNTY, ARIZONA, THE SUPERIOR COURTS OF THE STATE OF ARIZONA IN AND FOR THE COUNTIES OF GILA AND PINAL COUNTY, AND PINAL COUNTY, FOR USE OF THE PINAL COUNTY YOUTH JUSTICE CENTER

THIS INTERGOVERNMENTAL AGREEMENT dated this 4th day of January, 2017 ("Agreement"), is made by and between Gila County, a political subdivision of the State of Arizona, and the Superior Court of Arizona in and for the County of Gila, on behalf of the Gila County Juvenile Probation Department ("GCJPD"), and the Superior Court of Arizona in and for the County of Pinal, on behalf of the Pinal County Youth Justice Center ("PCYJC" or "Facility"), and Pinal County, a political subdivision of the State of Arizona, for the detention and care of juveniles under the supervision of the GCJPD (all of whom may be collectively referred to as "PARTIES"):

RECITALS

WHEREAS, the Pinal County Board of Supervisors, as required by Arizona Revised Statutes ("A.R.S.") § 8-305, maintains a detention center that is separate and apart from a jail or lockup in which adults are confined and where juveniles who are alleged to be delinquent or children who are incorrigible and within the provisions of A.R.S. Title 8, Chapter 3, Article 1, shall be detained when necessary before or after a hearing or as a condition of probation; and

WHEREAS, the Presiding Judge of the Juvenile Division of the Superior Court in Pinal County supervises the Facility, as required by A.R.S. § 8-306; and

WHEREAS, A.R.S. §§ 11-951 and 11-952, authorize the various political subdivisions of the State to enter into agreements for services, joint exercises of their respective governmental powers, and facilities.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, herein, the Parties agree as follows:

AGREEMENT

1. Purpose; Scope of Services

The purpose of this Agreement is to allow the PCYJC to provide, and the GCJPD, to use, for a fee, detention services ("Services") for housing and detaining juveniles under the supervision of the GCJPD. Pursuant to A.R.S. 8-201(6) a "juvenile" means an individual who is under the age of eighteen years. The Juvenile Justice Center will not accept for detention juveniles who are charged with an incorrigible offense or who are under the age of eight years.

1.1 Services will be provided for a fee for all juveniles referred by the GCJPD to the PCYJC, unless the population of the portion(s) of the PCYJC in operation at the time of the referral is at capacity.

1.1.1 When the PCYJC is at or near capacity, they will work with the GCJPD to determine which juveniles under the supervision of the GCJPD should be released in the event the need arises for additional detention of juveniles by the PCYJC.

1.2 Services provided shall include, but are not to be limited to, housing, food, clothing, normal hygiene, and other routine services and care, including routine medical care, education, recreation, and visitation.

1.3 All Services will be provided in compliance with applicable laws, ordinances, state and federal standards and practices. All juveniles referred to the PCYJC by the GCJPD will be treated according to the same rules and regulations applied to other detainees in the custody of the PCYJC.

1.4 The PCYJC will arrange for non-routine medical, mental health, and/or educational services by juveniles referred by the GCJPD and detained at the Facility. These non-routine services include, but are not limited to, hospitalization, ambulance, psychiatric assessments, psych-ed evaluation, and medications

2. Payment

2.1 The GCJPD agrees to pay the PCYJC a daily rate of $175 per juvenile. The daily rate begins on the date of arrival. The PCYJC will bill the GCJPD for the date of arrival but not the date of departure. The daily rate includes all Services under paragraph 1.2 above. The daily rates shall not be increased without the written agreement of GCJPD and shall be studied by the Parties every three years.

For example: if a juvenile is admitted at 1900 hours on Sunday and is released at 0700 hours on Monday, the PCYJC will bill for only one

day. If a juvenile is admitted at 0100 hours on Sunday and is released at 2359 hours on Monday, the PCYJC will bill for only one day.

2.2 The GCJPD agrees to reimburse the PCYJC for the cost of all non-routine medical, mental health, and education services under Paragraph 1.4 above that are required by juveniles referred to the Facility by the GCJPD.

2.2.1 In all emergency situations, the PCYJC shall request the GCJPD's written concurrence as to the non-routine services to be provided to juveniles referred to the Facility by the GCJPD and as to the costs to be reimbursed prior to the provision of any such non-routine services under paragraph 1.4 above.

2.2.2 The PCYJC shall have sole responsibility and discretion for determining whether a situation is an emergency, or becomes an emergency while awaiting the GCJPD's concurrence as to non-routine, non-emergency services and the GCJPD shall defer to the PCYJC's assessment of the situation and determination regarding the emergency or non-emergency nature of the situation.

2.2.3 The PCYJC will notify the GCJPD of any emergency situation and services within 24 hours of its or their occurrence.

2.3 The PCYJC will provide an invoice to the GCJPD on a monthly basis for Services rendered.

2.4 The GCJPD will pay the PCYJC promptly upon receipt of the invoice, but in any event such payment shall be made no later than thirty days after the date of the invoice.

3. Term; Termination

3.1 The initial term of this Agreement shall be for a period from January 4, 2017 to January 4, 2018, unless terminated earlier as provided herein, provided that unless any Party gives notice to the others of its intention not to renew, at least thirty days before the end of said initial term, or of any renewal term, this IGA shall be automatically renewed for an additional one year period, for a total period not to exceed ten years per A.R.S. § 11-952(J).

3.2 The Parties may terminate this Agreement at any time if they mutually agree to do so in a written document signed by the Parties. In addition, any party to this Agreement may terminate this Agreement unilaterally, with or without cause, prior to the normal expiration of its term by providing the other Parties with no less than thirty days advance written notice of termination.

3.3 Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed, resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

4. Referrals; Booking

4.1 GCJPD will contact **PCYJC Intake unit @ (520)866-4018,** prior to transporting a juvenile to the Facility for admission.

4.2 GCJPD will provide to PCYJC a Court Order and/or referral and affidavit to detain the juvenile. PCYJC may request additional information including but not limited to, information regarding the juvenile's family history, behavioral issues, medical, mental health, psychological evaluations, school, and/or social history for admission and monitoring purposes.

GCJPD shall ensure that No juvenile shall be held at PCYJC for more than twenty-four hours unless a petition alleging incorrigible or delinquent conduct or a criminal complaint has been filed and a copy provided to the PCYJC Intake unit. No juvenile shall be held longer than twenty four hours after the filing of a petition unless so ordered by the court after a hearing.

4.3 GCJPD shall ensure that if a hearing is not held within twenty-four hours of the time of filing of the petition, the juvenile shall be released from PCYJC to a parent, guardian, custodian or other responsible person. If no parent, guardian, custodian or other responsible person can be located, PCYJC shall release the juvenile to the Department of Child Safety. PCYJC shall notify Gila County Juvenile Court of the release.

4.4 GCJPD will not deliver to the Facility juveniles who are under the influence of controlled substances, or who are experiencing serious medical or mental health concerns, including self-harm behavior, without first obtaining a medical release from an appropriate medical and/or mental health professional or hospital.

4.5 PCYJC retains final and absolute right either to refuse acceptance, or request removal, of any GCJPD-hold juvenile exhibiting violent or disruptive behavior, or of any juvenile found to have a medical condition that requires medical care beyond the scope of the PCYJC health provider.

In the case of a juvenile already in custody, PCYJC shall notify GCJPD and request such removals, and shall allow GCJPD reasonable time to make alternative arrangements for the juvenile.

4.6 In the event of any emergency requiring evacuation of the Facility, PCYJC shall evacuate the juvenile in the same manner, and with the same safeguards, as it employs for juveniles detained under PCYJC's authority. PCYJC shall verbally notify GCJPD, and confirm by e-mail or fax, within two hours of such evacuation.

5. Release; Review

5.1 GCJPD shall notify **PCYJC Intake Unit (520) 866-4018** when detained juvenile under its supervision is to be released from the Facility to the custody of Gila County. Any such release made at the request of the GCJPD shall be at the sole discretion of the GCJPD and shall, with prior verbal notice confirmed by e-mail or fax, be performed promptly and without undue delay by the PCYJC, and shall not require an order of a court. The Facility shall only release a detained juvenile to a specifically identified person that the GCJPD has advised, in writing, is authorized to take custody of the juvenile.

6. Transportation; Legal Representation of Detainees

6.1 GCJPD shall provide transportation to and from the PCYJC when juveniles under its supervision are booked into and released from the Facility, when appearances are required at court hearings, and, when medical, dental, or other appointments for any such juvenile are scheduled with/outside the Florence area. PCYJC staff will assist when available on transports within the Florence area.

6.2 Neither the County nor the PCYJC shall be responsible for any legal representation needed by juveniles under the GCJPD's supervision that are detained at the Facility.

7. Communication

The GCJPD and PCYJC shall at all times maintain close communications through designated staff regarding the status of juveniles under its supervision.

8. Choice of Law

The Agreement is made and to be performed in the State of Arizona and shall be construed, enforced, and governed by the internal, substantive laws of the State of Arizona without regard to conflict of law principles.

9. Notices

All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered personally to the respective Parties to the following addresses:

For Pinal County	For Gila County
Denise Smith	Steven Lessard
Director of Juvenile Services	Chief Probation Officer
P. O. Box 1009	1400 E. Ash St
Florence, AZ 85132	Globe, AZ 85501
(520) 866-7067	(928) 402-4436

Notices under this Section shall be deemed completed and effective on the date delivered, if given by facsimile, personal delivery, email or overnight express delivery service, or four days after the date of deposit in the mail if sent through the United States Mail.

10. Conflict of Interest

This Agreement is subject to cancellation or termination pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by this reference.

11. Entire Agreement; Amendment(s)

This Agreement constitutes the entire agreement and understanding between the Parties with respect to, and supersedes any and all prior agreements, understanding, negotiations, and representation regarding the subject matter of this Agreement. This Agreement may only be amended in writing upon mutual agreement of the Parties.

12. Recordation

Upon approval and execution of this Agreement by the Parties, the County shall cause this Agreement to be recorded in the Official Records of the Pinal County Recorder's Office.

13. Construction; Section Headings

Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine, neutral or feminine shall include each of the other. This Agreement is the result of negotiations between the Parties and shall not be construed for or against any of the Parties as a consequence of any Party's role or the role of any Party's attorney in the preparation or drafting of this Agreement or any amendments hereto. The Section Headings contained in this Agreement are for the convenience and reference of the Parties and are not intended to define or limit the meaning or scope of any provision of this Agreement.

14. Compliance with Laws; Non-Discrimination

The Parties and their employees and agents shall at all times comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, and codes, and all orders and decrees of bodies or tribunals having jurisdiction or authority, which may in any manner affect the provision of Services under this Agreement. In addition, the Parties agree to comply with all applicable court orders, and state and federal laws, rules, regulations and executive orders governing non-discrimination, including the Americans with Disabilities Act, equal employment opportunity laws, and immigration laws. Each Party shall include a clause to this effect in all subcontracts related to this Agreement.

15. Independent Contractor Status

This Agreement does not create an employee/employer relationship or a joint employment relationship between the Parties. Rather, it is understood and agreed that the Parties at all times shall be deemed independent contractors of each other for all purposes, and that no Party to this Agreement nor its employees or agents shall be considered employees of any other Party under this Agreement.

16. Inurnment; Assignment; Subcontracting

All of the terms, covenants and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, each Party and the successors and assigns of each Party. The Parties shall not assign nor sub-contract their rights, duties, or obligations under this Agreement without the prior written consent of the other Parties.

17. No Third Party Beneficiaries

There are no third party beneficiaries of this Agreement and no third party shall be entitled to claim any right or interest under or by reason of this Agreement or to enforce any Provision of this Agreement.

18. Counterpart Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original and all of which when taken together shall constitute one and the same document. Counterparts are effective and binding when this Agreement has been executed by all of the Parties.

19. Liability and 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.

20. E-verify

In accordance with A.R.S. § 41-4401, the Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employee verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify and warrant compliance with A.R.S. § 23-214, Subsection A.

21. Arbitration

Pursuant to Section 12-1518 of the Arizona Revised Statutes, the Parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.

22. PREA Compliance

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012), 42 U.S.C. §§ 15601-15609 (2012), was established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. PCJCS will comply with all standards outlined in the Final Rule. The Florence Police Department will be assigned to investigate all incidents of sexual assault allegedly occurring within the Youth Justice Center. The Parties agree to disclose any knowledge of sexual abuse or sexual harassment that a Gila County detained youth may have encountered, whether as the perpetrator or the victim.

23. Records Retention

The Parties agree to comply with the records retention requirements of A.R.S. § 35-214.

By their signatures set forth below, the Parties agree to and accept the terms, conditions, and provisions of this Agreement.

PINAL COUNTY, ARIZONA

By: _____
Steven Miller, Chairman
Pinal County Board of Supervisors

Date:_____

GILA COUNTY ARIZONA

By:_____
Tommie C. Martin
Gila County Board of Supervisors

Date:_____

SUPERIOR COURT OF ARIZONA
IN AND FOR PINAL COUNTY

Stephen F. Digitally signed by Stephen F. McCarville
DN: cn=Stephen F. McCarville, o=Pinal County, ou=Superior Court, email=smccarvi@courts.az.gov, c=US
Date: 2017.03.02 13:52:24 -07'00'
By: McCarville
Honorable Stephen F. McCarville
Presiding Superior Court Judge

Date: March 2, 2017

SUPERIOR COURT OF ARIZONA
IN AND FOR GILA COUNTY

By:_____
Honorable Timothy Wright
Presiding Superior Court Judge

Date:_____

Approved as to Content

Denise Smith Digitally signed by Denise Smith
DN: cn=Denise Smith, o=Pinal County Juvenile Court Services, ou=Director of Juvenile Court Services, email=dsmith@courts.az.gov, c=US
Date: 2017.03.01 14:35:22 -07'00'
_____
Denise Smith
Director of Juvenile Court Services
Pinal County
Date:_____

_____
Steven Lessard
Director of Juvenile Court Services
Gila County
Date:_____

Determinations of Counsel

Pursuant to A.R.S. § 11-952(D), this Agreement has been reviewed by the undersigned counsel who have determined that it is in appropriate form and is within the powers and authority granted under the laws of the State of Arizona to each respective public body.

ATTORNEY FOR PINAL COUNTY

_____

Cedric I. Hay
Deputy County Attorney

Date: _____

ATTORNEY FOR GILA COUNTY

_____

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

Date: _____

ARF-4329 **Regular Agenda Item 3. G.**

Regular BOS Meeting

Meeting Date:	05/23/2017		
Submitted For:	James Menlove, Finance Director		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Finance		
Fiscal Year:	2016-2017	Budgeted?:	Yes
Contract Dates Begin & End:	10-14-16 to 10-13-17	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No. 6 to Service Agreement No. 022514-1-Messinger Mortuary & Chapel, Inc.-Forensics Center Facility for Gila County Medical Examiner

Background Information

On October 14, 2014, Gila County entered into Service Agreement No. 022514-1 with Messinger Mortuary & Chapel, Inc. whereby Messinger Mortuary & Chapel, Inc. and its wholly owned subsidiaries including (Messinger Payson Funeral Home, Inc.) agreed to provide a facility for the Gila County Medical Examiner to perform autopsies. The contract was issued for a period of one year in a not to exceed amount of $20,000 without prior written approval from Gila County. Additionally, the contract allows for the option to renew the contract term for three additional one-year periods.

On September 29, 2015, the County Manager approved Amendment No. 1 to increase the total contract by an additional $2,000 for a new total contract amount of $22,000.

On October 20, 2015, the County Manager approved Amendment No. 2 to extend the term of the contract from October 14, 2015, to October 13, 2016, with a not to exceed dollar amount of $20,000 without written approval from the County.

On June 1, 2016, the County Manager approved Amendment No. 3 to

increase the total contract by an additional $8,000 for a new contract amount of $28,000.

On August 3, 2016, the County Manager approved Amendment No. 4 to increase the total contract by an additional $10,000 for a new, not to exceed without written authorization contract amount of $38,000 for the October 14, 2015, to October 13, 2016, contract term.

On October 12, 2016, the County Manager approved Amendment No. 5 to increase the total contract by an additional $8,000 for a new, not to exceed without written authorization contract amount of $46,000 for the October 14, 2015, to October 13, 2016, contract term. Further, Amendment No. 5 served to extend the contract term from October 14, 2016, to October 13, 2017.

Evaluation

As of Messinger Mortuary & Chapel, Inc.'s April billing, the sum of $46,000 has been expensed against the yearly contract which ends on October 13, 2017. Additional funds will be required to cover the remaining term of this contract. Amendment No. 6 will increase the current contract amount of $46,000 by an additional $42,000 for a new, not to exceed without prior written authorization total contract amount of $88,000 for the contract term from October 14, 2016, to October 13, 2017.

Conclusion

Additional funds are needed to cover expenses for the Forensic Center Facility for Gila County Medical Examiner use for the remainder of the contract term. As it is not possible to predict the costs that will be incurred during the course of the contract term, Amendment No. 6 has been issued to increase the contract amount from $46,000 to $88,000 for the remainder of the contract term, which expires on October 13, 2017.

Recommendation

Staff recommends the approval of Amendment No. 6 to Service Agreement No. 022514-1 Messinger Mortuary Chapel, Inc. to increase the current contract amount of $46,000 by $42,000 for a new total contract amount of $88,000 for the contract term from October 14, 2016, to October 13, 2017.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 6 to Service Agreement No. 022514-1 - Forensic Center Facility for Gila County Medical Examiner between Gila County and Messinger Mortuary & Chapel, Inc. to increase the original contract amount from $42,000 to $88,000 for the remaining contract term beginning October 14, 2016, through October 13, 2017. **(James Menlove)**

Attachments

Amendment No. 6 to Service Agreement No. 022514-1

Amendment No. 5 to Service Agreement No. 022514-1

Amendment No. 4 to Service Agreement No. 022514-1

Amendment No. 3 to Service Agreement No. 022514-1

Amendment No. 2 to Service Agreement No. 022514-1

Amendment No. 1 to Service Agreement No. 022514-1

Services Agreement No. 022514-1 with Messinger Mortuary

AMENDMENT NO. 6 to SERVICE AGREEMENT NO 022514-1

The following amendments are hereby incorporated into the agreement for the below project

---

SERVICE AGREEMENT NO. 022514-1
FORENSIC CENTER FACILITY FOR GILA COUNTY MEDICAL EXAMINER

MESSINGER MORTUARY & CHAPEL, INC.

Effective October 14, 2014 Gila County and Messinger Mortuary & Chapel, Inc. entered into a contract whereby Messinger Mortuary & Chapel, Inc. and its wholly owned subsidiaries including (Messinger Payson Funeral Home, Inc.) agreed to provide a facility for the Gila County Medical Examiner to perform autopsies.

AMENDMENT NO. 1 to **Service Agreement No. 022514-1**, was executed to increase the original contract amount of Twenty Thousand dollars and 00/100's ($20,000.00) by Two Thousand dollars and 00/100's ($2,000.00) for a new total contract amount of Twenty-Two Thousand dollars and 00/100's ($22,000.00) through October 13, 2015.

Amendment No. 2 to Service Agreement No. 022514-1 was executed on October 20, 2015 extending the contract term for one (1) one (1) year term from October 14, 2015 to October 13, 2016, with a not to exceed Twenty Thousand dollars and 00/100's ($20,000.00), without prior written approval from the County.

Amendment No. 3 to Service Agreement No. 022514-1 was executed on June 1, 2016 to increase the contract amount of $20,000.00 by Eight Thousand dollars and 00/100's ($8,000.00) for a new total contract amount of Twenty-Eight Thousand dollars and 00/100's ($28,000.00).

Amendment No. 4 to Service Agreement No. 022514-1 was executed on August 3, 2016 to increase the amended contract amount of $28,000.00 by Ten Thousand dollars and 00/100's ($10,000.00) for a new total contract amount of Thirty Eight Thousand dollars and 00/100's ($38,000.00).

Amendment No. 5 to Service Agreement No. 022514-1 was executed on October 12, 2016 to increase the amended contract amount of $38,000.00 by Eight Thousand dollars and 00/100's ($8,000.00) for a new total contract amount of Forty-Six Thousand dollars and 00/100's ($46,000.00).

An increase to the contract is requested in the amount of Forty-Two Thousand dollars and 00/100's ($42,000.00) to ensure that funds are available to cover costs incurred on **Service Agreement No. 022514-1**, ***if needed***, throughout the remainder of the contract term.

Amendment No. 6 to Service Agreement No. 022514-1 will serve to increase the amended contract amount of $46,000.00 by Forty-Two Thousand dollars and 00/100's ($42,000.00) for a new total contract amount of Eighty-Eight Thousand dollars and 00/100's ($88,000.00).

Further, Amendment No. 6 will serve to add the language: Contractor hereby certifies that it is not currently engaged in, and will not, for the duration of this agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Agreement.

The contractor will continue to bill for services pursuant to Article 2-Fees of the original Service Agreement but in no event shall charges for the October 14, 2016 to October 13, 2017 term exceed Eighty-Eight Thousand dollars and 00/100's ($88,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the October 14, 2016 to October 13, 2017 renewal period.

IN WITNESS WHEREOF, three (3) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2017.

GILA COUNTY BOARD OF SUPERVISORS

_____
Tommie C. Martin, Chairman, Board of Supervisors

MESSINGER MORTUARY & CHAPEL, INC.:

Joseph A Leaser
Authorized Signature

Joseph A Leaser
Print Name

ATTEST

_____
Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

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

AMENDMENT NO. 5 to SERVICE AGREEMENT NO 022514-1

The following amendments are hereby incorporated into the agreement for the below project

---

SERVICE AGREEMENT NO. 022514-1
FORENSIC CENTER FACILITY FOR GILA COUNTY MEDICAL EXAMINER

MESSINGER MORTUARY & CHAPEL, INC.

Effective October 14, 2014 Gila County and Messinger Mortuary & Chapel, Inc. entered into a contract whereby Messinger Mortuary & Chapel, Inc. and its wholly owned subsidiaries including (Messinger Payson Funeral Home, Inc.) agreed to provide a facility for the Gila County Medical Examiner to perform autopsies.

AMENDMENT NO. 1 to **Service Agreement No. 022514-1**, was executed to increase the original contract amount of Twenty Thousand dollars and 00/100's ($20,000.00) by Two Thousand dollars and 00/100's ($2,000.00) for a new total contract amount of Twenty-Two Thousand dollars and 00/100's ($22,000.00) through October 13, 2015.

Amendment No. 2 to Service Agreement No. 022514-1 was executed on October 20, 2015 extending the contract term for one (1) one (1) year term from October 14, 2015 to October 13, 2016, with a not to exceed Twenty Thousand dollars and 00/100's ($20,000.00), without prior written approval from the County.

Amendment No. 3 to Service Agreement No. 022514-1 was executed on June 1, 2016 to increase the contract amount of $20,000.00 by Eight Thousand dollars and 00/100's ($8,000.00) for a new total contract amount of Twenty-Eight Thousand dollars and 00/100's ($28,000.00).

Amendment No. 4 to Service Agreement No. 022514-1 was executed on August 3, 2016 to increase the amended contract amount of $28,000.00 by Ten Thousand dollars and 00/100's ($10,000.00) for a new total contract amount of Thirty Eight Thousand dollars and 00/100's ($38,000.00).

An increase to the contract is requested in the amount of Eight Thousand dollars and 00/100's ($8,000.00) to ensure that funds are available to cover costs incurred on **Service Agreement No. 022514-1**, ***if needed***, throughout the remainder of the contract term.

Further, Service Agreement No. 022514-1 expires on October 13, 2016. Per Article 10-Term, Gila County shall have the right, at its sole option, to renew the contract for three additional one-year periods. Gila County wishes to exercise the right to renew the contract for one additional one-year period.

Amendment No. 5 to Service Agreement No. 022514-1 will serve to increase the amended contract amount of $38,000.00 by Eight Thousand dollars and 00/100's ($8,000.00) for a new total contract amount of Forty-Six Thousand dollars and 00/100's ($46,000.00).

Additionally, Amendment No. 5 will serve to extend the term of the contract from October 14, 2016 to October 13, 2017, for a contract amount not to exceed Forty-Six Thousand dollars and 00/100's ($46,000.00), without prior written approval from the County.

The contractor will continue to bill for services pursuant to Article 2-Fees of the original Service Agreement but in no event shall charges for the October 14, 2016 to October 13, 2017 term exceed Forty-Six Thousand dollars and 00/100's ($46,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the October 14, 2016 to October 13, 2017 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 12th day of October, 2016.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 10/12/16

MESSINGER MORTUARY & CHAPEL, INC.:

Signature

Joseph A Leaser

Print Name

AMENDMENT NO. 4 to SERVICE AGREEMENT NO 022514-1

The following amendments are hereby incorporated into the agreement for the below project

---

SERVICE AGREEMENT NO. 022514-1
FORENSIC CENTER FACILITY FOR GILA COUNTY MEDICAL EXAMINER

MESSINGER MORTUARY & CHAPEL, INC.

Effective October 14, 2014 Gila County and Messinger Mortuary & Chapel, Inc. entered into a contract whereby Messinger Mortuary & Chapel, Inc. and its wholly owned subsidiaries including (Messinger Payson Funeral Home, Inc.) agreed to provide a facility for the Gila County Medical Examiner to perform autopsies.

AMENDMENT NO. 1 to **Service Agreement No. 022514-1**, was executed to increase the original contract amount of Twenty Thousand dollars and 00/100's ($20,000.00) by Two Thousand dollars and 00/100's ($2,000.00) for a new total contract amount of Twenty-Two Thousand dollars and 00/100's ($22,000.00) through October 13, 2015.

Amendment No. 2 to Service Agreement No. 022514-1 was executed on October 20, 2015 extending the contract term for one (1) one (1) year term from October 14, 2015 to October 13, 2016, with a not to exceed Twenty Thousand dollars and 00/100's ($20,000.00), without prior written approval from the County.

Amendment No. 3 to Service Agreement No. 022514-1 was executed on June 1, 2016 to increase the contract amount of $20,000.00 by Eight Thousand dollars and 00/100's ($8,000.00) for a new total contract amount of Twenty-Eight Thousand dollars and 00/100's ($28,000.00).

An increase to the contract is requested in the amount of Ten Thousand dollars and 00/100's ($10,000.00) to ensure that funds are available to cover costs incurred on **Service Agreement No. 022514-1**, ***if needed***, throughout the remainder of the contract term.

Amendment No. 4 to Service Agreement No. 022514-1 will serve to increase the amended contract amount of $28,000.00 by Ten Thousand dollars and 00/100's ($10,000.00) for a new total contract amount of Thirty Eight Thousand dollars and 00/100's ($38,000.00).

The contractor will continue to bill for services pursuant to Article 2-Fees of the original Service Agreement but in no event shall charges for the October 14, 2015 to October 13, 2016 term exceed Thirty-Eight Thousand dollars and 00/100's ($38,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the October 14, 2015 to October 13, 2016 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 3rd day of August, 2016.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 8/3/16

MESSINGER MORTUARY & CHAPEL, INC.:

Signature

Joseph A Leaser

Print Name

AMENDMENT NO. 3 to SERVICE AGREEMENT NO 022514-1

The following amendments are hereby incorporated into the agreement for the below project

---

SERVICE AGREEMENT NO. 022514-1
FORENSIC CENTER FACILITY FOR GILA COUNTY MEDICAL EXAMINER

MESSINGER MORTUARY & CHAPEL, INC.

Effective October 14, 2014 Gila County and Messinger Mortuary & Chapel, Inc. entered into a contract whereby Messinger Mortuary & Chapel, Inc. and its wholly owned subsidiaries including (Messinger Payson Funeral Home, Inc.) agreed to provide a facility for the Gila County Medical Examiner to perform autopsies.

AMENDMENT NO. 1 to **Service Agreement No. 022514-1**, was executed to increase the original contract amount of Twenty Thousand dollars and no/100's ($20,000.00) by Two Thousand dollars and no/100's ($2,000.00) for a new total contract amount of Twenty-Two Thousand dollars and no/100's ($22,000.00) through October 13, 2015.

Amendment No. 2 to Service Agreement No. 022514-1 was executed on October 20, 2015 extending the contract term for one (1) one (1) year term from October 14, 2015 to October 13, 2016, with a not to exceed Twenty Thousand dollars and no/100's ($20,000.00), without prior written approval from the County.

Health Services would like to increase the contract amount by an additional Eight Thousand dollars and no/100's ($8,000.00) to ensure that funds are available to cover costs incurred on Service Agreement No. 022514-1, ***if needed***, throughout the remainder of the contract term.

The contractor will continue to bill for services pursuant to Article 2-Fees of the original Service Agreement but in no event shall charges for the October 14, 2015 to October 13, 2016 term exceed Twenty-Eight Thousand dollars and no/100's ($28,000.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the October 14, 2015 to October 13, 2016 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 1st day of June, 2016.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 6/6/16

MESSINGER MORTUARY & CHAPEL, INC.:

Signature

Joseph A Leaser

Print Name

AMENDMENT NO. 2 to SERVICE AGREEMENT NO 022514-1

The following amendments are hereby incorporated into the agreement for the below project

---

SERVICE AGREEMENT NO. 022514-1
FORENSIC CENTER FACILITY FOR GILA COUNTY MEDICAL EXAMINER

MESSINGER MORTUARY & CHAPEL, INC.

Effective October 14, 2014 Gila County and Messinger Mortuary & Chapel, Inc. entered into a contract whereby Messinger Mortuary & Chapel, Inc. and its wholly owned subsidiaries including (Messinger Payson Funeral Home, Inc.) agreed to provide a facility for the Gila County Medical Examiner to perform autopsies.

AMENDMENT NO. 1 to **Service Agreement No. 022514-1**, was executed on September 29, 2015 and served to increase the original contract amount of Twenty Thousand dollars and no/100's ($20,000.00) by Two Thousand dollars and no/100's ($2,000.00) for a new total contract amount of Twenty-Two Thousand dollars and no/100's ($22,000.00), ***if needed***, through October 13, 2015.

The contract will expire on October 13, 2015. Per Article 10 – Term, Gila County shall have the right, at its sole option, to renew the contract for three additional one-year periods. Gila County wishes to exercise the right to renew the contract for one additional one-year period.

The contractor will continue to bill for services pursuant to Article 2-Fees of the original Service Agreement but in no event shall charges for the October 14, 2015 to October 13, 2016 term exceed Twenty Thousand dollars and no/100's ($20,000.00), without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the October 14, 2015 to October 13, 2016 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 20TH day of OCTOBER, 2015.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 10/20/15

MESSINGER MORTUARY & CHAPEL, INC.:

Signature

Joseph A Leaser

Print Name

AMENDMENT NO. 1 to SERVICE AGREEMENT NO 022514-1

The following amendments are hereby incorporated into the agreement for the below project

---

SERVICE AGREEMENT NO. 022514-1
FORENSIC CENTER FACILITY FOR GILA COUNTY MEDICAL EXAMINER

MESSINGER MORTUARY & CHAPEL, INC.

Effective October 14, 2014 Gila County and Messinger Mortuary & Chapel, Inc. entered into a contract whereby Messinger Mortuary & Chapel, Inc. and its wholly owned subsidiaries including (Messinger Payson Funeral Home, Inc.) agreed to provide a facility for the Gila County Medical Examiner to perform autopsies.

Health Services would like to increase the contract amount by an additional Two Thousand dollars and no/100's ($2,000.00) to ensure that funds are available to cover costs incurred on Service Agreement No. 022514-1, ***if needed***, throughout the remainder of the contract term.

AMENDMENT NO. 1 to **Service Agreement No. 022514-1**, will serve to increase the original contract amount of Twenty Thousand dollars and no/100's ($20,000.00) by Two Thousand dollars and no/100's ($2,000.00) for a new total contract amount of Twenty-Two Thousand dollars and no/100's ($22,000.00) through October 13, 2015.

The contractor will continue to bill for services pursuant to Article 2-Fees of the original Service Agreement but in no event shall charges for the October 14, 2014 to October 13, 2015 term exceed Twenty-Two Thousand dollars and no/100's ($22,000.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the October 14, 2014 to October 13, 2015 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 29th day of September, 2015.

GILA COUNTY:

Don E. McDaniel Jr., County Manager

Date: 9/29/15

MESSINGER MORTUARY & CHAPEL, INC.:

Signature

Joseph A Leaser
Print Name

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

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

John D. Marcanti, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

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

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

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

GILA COUNTY
www.gilacountyaz.gov

GILA COUNTY
1400 E. ASH STREET, GLOBE, ARIZONA, 85501

SERVICES AGREEMENT NO. 022514-1
FORENSIC CENTER FACILITY FOR GILA COUNTY MEDICAL EXAMINER

THIS AGREEMENT, made and entered into this 14TH day of OCTOBER, **2014**, by and between Gila County a political subdivision of the State of Arizona, hereinafter designated the **County,** and **Messinger Mortuary & Chapel, Inc. and its wholly owned subsidiaries including (Messinger Payson Funeral Home, Inc.)**, of the City of Payson, County of Gila, State of Arizona, hereinafter designated the ***Contractor***.

WITNESSETH: That the Contractor shall provide the services and products listed in the Scope of Work below, 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 agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor agrees to provide a facility for the Gila County Medical Examiner to perform autopsies in as needed. The Contractor will provide the following services as required:

- Removal of decedent from place of death or other location
- Supply plastic pouches for transporting of decedent from place of death or other location
- Use of facility for autopsy, including laundry of linens used, bio-hazard waste disposal
- Use of facility for external examination, including laundry of linens used, bio-hazard waste disposal
- Use of facility's refrigeration

ARTICLE 2 – FEES: For the services provided by the Contractor under this agreement, financial compensation from the County will be as follows:

$395.00 transportation to remove decedent from place of death or other location, within a fifty (50) mile radius of Payson, AZ. $3.25 per loaded mile for additional mileage beyond a fifty (50) mile radius of Payson, AZ.
NOTE: These charges will be paid by the decedent's family if Messinger Payson Funeral Home serves the family.

$ 95.00 per Regular-duty plastic pouch, plus applicable tax
NOTE: These charges will be paid by the decedent's family if Messinger Payson Funeral Home serves the family.

$225.00 per Heavy-duty plastic pouch, plus applicable tax
NOTE: These charges will be paid by the decedent's family if Messinger Payson Funeral Home serves the family.

$375.00 per Use for use of the Facility (Messinger Payson Funeral Home) for full autopsy, including laundry of linens used and bio-hazard waste disposal

$125.00 per Use for use of the Facility (Messinger Payson Funeral Home) for external examination, including laundry of linens used and bio- hazard waste disposal

$200.00 per Use for use of the Facility (Messinger Payson Funeral Home) for partial (head or trunk) autopsy, including laundry of linens used and bio-hazard waste disposal

$175.00 Collection of and/or courier service to Payson Regional Medical Center for blood testing

$ 20.00 per Day for use of the Facility (Messinger Payson Funeral Home) refrigeration

ARTICLE 3 – TERMINATION: Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate plus thirty (30) days, and not work completed thereafter.

In the event that the County has reasonable cause to believe that the Contractor alleged violations of applicable statutes, rules or regulations, alleged breach of contract or alleged misconduct of any nature whatsoever, presents, or may present a threat to the interest of the County or its citizens in receiving competent services pursuant to this agreement, County may terminate this Agreement immediately upon written or oral notice to Contractor.

ARTICLE 4 - INDEMNIFICATION CLAUSE:

(a) Contractor agrees to defend, indemnify, and hold harmless The County of Gila and its officers, officials, agents, and employees from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the Contractor, except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this section to require the Contractor to indemnify the County to the extent permitted under Arizona Law.

(b) The County of Gila agrees to defend, indemnify, and hold harmless Contractor and its officers, officials, agents, and employees from all losses, liability, claims or expenses (including reasonable attorney's fees) arising from bodily injury, including death or property damage, to any person or persons caused in whole or in part by the negligence or misconduct of the County, except to the extent same are caused by the negligence or willful misconduct of the Contractor. It is the intent of this section to require the County to indemnify the Contractor to the extent permitted under Arizona Law.

ARTICLE 5 – 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.
4. With respect to the County's insurance coverage, the County's policy shall be endorsed to include the following additional insured language: "Messinger Mortuary and Chapel, Inc. (and its wholly owned subsidiaries) shall be named as an additional insured with respect to liability arising out of the activities performed by the County".

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. Likewise, the County shall furnish the Contractor with certificates of insurance (ACORD form or equivalent) 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 and must be in effect at or prior to commencement of work under this contract. County will provide a certificate of insurance to the Contractor for verification of coverage. 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 6 – ASSIGNMENTS AND SUBCONTRACTS: No rights or obligations of the Contractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

ARTICLE 7 – 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 the 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 the 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 the 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, the 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.
The 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."

ARTICLE 8 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. The 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, the pertinent provisions of which are incorporated herein by reference. If the Agreement is terminated, the county shall be liable only for payment for services rendered by the County before the effective date of termination.

ARTICLE 10 – TERM: The term of the contract shall commence on the date the contract is approved by the County Manager, and continue in full force and effect for one year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) 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 11 – PAYMENT: The Contractor shall be paid pursuant to the fees stated in Article 2 of this agreement, but in no event shall the total aggregate payments for each set of 44 cases by death date order, exceed $20,000.00 without prior written approval from the County. Case 1 will begin with each one year contract term. For example – Cases 1 through 44 will not exceed $20,000.00, cases from 45 through 88 will not exceed $20,000.00 and so forth. Case 1 will begin all over in the next one year term.

Gila County employs a "Net 15" payment term for professional 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 and they apply to all invoices received by the County.

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

Invoices
All invoices shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed. Invoices may be emailed to accountspayable@co.gila.az.us .

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

GILA COUNTY

10/14/14

Don E. McDaniel, Jr., County Manager

CONTRACTOR

Messinger Mortuary and Chapel, Inc.

Joseph A Leaser
Treasurer & CFO

ARF-4320 **Consent Agenda Item 4. A.**

Regular BOS Meeting

Meeting Date: 05/23/2017

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works Division: Engineering

Information

Request/Subject

Proposed Revisions to Public Works Division Policy No. ENG 03-03 – Guidelines to Primitive Roads.

Background Information

The proposed revisions are to the Public Works Division Policy No. ENG 03-03 – Guidelines to Primitive Roads, which was originally approved October 7, 2003, with revisions being approved on December 14, 2004.

Evaluation

Aside from a few grammatical changes, the reference to the applicable Arizona Revised Statute (A.R.S.) is now attached. The main reason for the revision is to update the Citizen's Petition changing the last column, Average Length of Residence Per Year, to two columns, Resident of County (Yes or No) and Property Taxpayer (Yes or No). This change to the Citizen's Petition is at the request of the Jefferson R. Dalton, Deputy County Attorney, Civil Bureau Chief.

Conclusion

The proposed revisions address the specifics on the individual signing the petition.

Recommendation

The Gila County Public Works Division recommends approval of proposed revisions to Public Works Division Policy No. ENG 03-03 - Guidelines to Primitive Roads.

Suggested Motion

Approval of revised Public Works Division Policy No. ENG 03-03 - Guidelines to Primitive Roads.

Attachments

ENG 03-03 Changes in Red

ENG 03-03 Guidelines to Primitive Raods

GILA COUNTY
DIVISION OF PUBLIC WORKS

DIVISION POLICY or PROCEDURE

Title:	**Effective Date:**	**Department:**
Guidelines to Primitive Roads	**10/7/2003** **(Revised)** **12/14/2004** **5/23/2017** **~~(2nd Revision)~~**	Engineering
Purpose: To establish a uniform countywide policy pertaining to the designation and maintenance of "Primitive Roads" per ARS § 28-6706.	**Authorized Signature:** _____ Steve Sanders, Director of Public Works _____ Jefferson R.~~rey~~ Dalton Deputy County Attorney, Civil Bureau Chief	

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Policy Statement:

To help clarify which County Maintained Roads are designated as Primitive Roads, what guidelines are to be used in selection of these roads, and the signing requirements mandated for such roads.

1. **Background:**

In the summer of 1993, Cc~~c~~ounty Ee~~e~~ngineers and Cc~~c~~ounty Aa~~a~~ttorneys from around Arizona, along with staff from the County Supervisors Association, met in Payson to discuss a growing concern about maintaining rural roads that were not built to Cc~~c~~ounty standards. Those concerns stem from the public safety and liability issues associated with these roadways, which were built prior to Counties in Arizona having subdivision approval authority. In an effort to reduce this exposure, a

draft piece of legislation was drawn up and taken to the Arizona Legislature. This bill was submitted in the House of Representatives (H.B. 2257) and passed into law as ARS §18-207.01 in the spring of 1994. It became state law beginning July 17, 1994. Subsequent to this law the statutes regarding transportation were renumbered and the current statute ~~is~~ known as ARS § 28-6706 gives the Board of Supervisors for each Cc~~c~~ounty the authority to classify public roads within its jurisdiction as "Pp~~p~~rimitive Rr~~r~~oads". Only public roads opened before June 13, 1975, and not built in accordance with Cc~~c~~ounty standards can be classified as Pp~~p~~rimitive Rr~~r~~oads. The Statute also requires the Cc~~c~~ounty to sign these Pp~~p~~rimitive Rr~~r~~oads in a way that lets the public know that the roads are not maintained on a regularly scheduled basis.

2. Responsibilities:

3. Procedures:

ROAD ELIGIBILITY

Primitive Rr~~r~~oad classification shall apply to public roads meeting all of the following criteria.

1. Were opened before June 13, 1975.
2. Were not constructed in accordance with County Standards.
3. Are nN~~N~~ot County or State Highways.
4. Shall have adequate easements dedicated to the public.
5. Shall be in a condition that County forces can blade with minimum cost and risk. The County will not be responsible for damage to private utilities in the roadway.

PREDOMINANT TRAFFIC TYPES:

Dispersed recreation, local access, government, farm or ranch, administrative.

SURFACE TYPES:

Native material or gravel; paved roads are not eligible for Primitive Road designation.

CROSS SECTION CHARACTERISTICS:

1. Does not conform to C~~c~~ounty standards.

2. May have inconsistent width; however roads must have minimum widths to safely operate equipment for purpose of blading.

3. Surface can vary from native material to rock and gravel. Surface must be in a maintainable state when designated by the County as a Primitive Road.

4. Drainage features typically poor to non-existent. County forces will basically maintain existing roadway conditions.

5. Drainage ditches may be cut as part of the blading maintenance activity.

~~ARS § 18-207.01~~ARS § 28-6706 SIGNING REQUIREMENTS:

The County shall place signs that state “Primitive Road, Caution Use at Your Own Risk, This Surface Is Not Regularly Maintained” on roads that are selected by the County for designation as Primitive Road in locations adequate to warn the public.

Any roads chosen that are in residential subdivisions shall have signs posted at the entry to the subdivision. No roads shall be designated primitive without the proper signs being posted.

The minimum allowable warning sign shall be a horizontal rectangle with a size of 30 x 48 inches. It shall have a yellow background with black legend and border. This sign is intended for use on roadways that may have a posted speed in excess of 25 M.P.H.

Warning signs shall be installed within 300 feet or sooner of the beginnings of a designated “Primitive Road”.

Warning signs shall be installed at the entrances to subdivisions that have collectors designated as “Primitive Roads”. The minimum allowable warning sign shall be a horizontal rectangle with a size of 18 x 24 inches. This sign is intended for use only in subdivisions that may have a posted speed of 25 M.P.H. more or less.

All other signing along Primitive Roads will be in general accordance with the Manual on Uniform Traffic Control Devices.

PRIMITIVE ROADS BLADING MAINTENANCE PROCEDURES:

1. The Regional Roads Manager~~Maintenance Superintendent~~ will be primarily responsible for determining the schedule of blading maintenance for P~~p~~rimitive R~~r~~oads, according to these Gila County Policy/Procedure Guidelines.

2. Roads that are designated as Primitive Roads will receive blading maintenance, at a schedule not to exceed three times per fiscal year. These three bladings will occur throughout the year to take advantage of roadway moisture conditions.

3. All P~~p~~rimitive R~~r~~oads will be maintained in the general condition they are received at the time of designation. Limited drainage projects may occur on these roads.

4. All driveway culvert cleaning and installation will remain the responsibility of the homeowner.

5. County forces may expend minimal funds, as budget allows, on material to maintain P~~p~~rimitive R~~r~~oads.

6. Drainage problems that occur will only be addressed as outlined herein.

7. No P~~p~~rimitive R~~r~~oad will be brought up to County Standards using public funds or County forces.

28-7214. EXTINGUISHMENT OF EASEMENTS

If this state or a city, town or county does not own title to a roadway but holds right-of-way easements, the easements may be extinguished by the governing body's resolution.

If Gila County extinguishes an easement within two years after creation and a request for extinguishment comes from owner(s) of easement the owner or owners requesting extinguishment shall reimburse Gila County any and all costs associated with maintenance of said easement from time of acceptance until extinguishment. All requests for extinguishment shall be in writing and directed to the Director of Public Works.

Attachments:

ARS § 28-6706
Primitive Road Designation Application Guidelines
Petition to Establish a Primitive Road

28-6706. Primitive roads

A. The board of supervisors or the governing body of a city or town may designate a public road within its jurisdiction as a primitive road as prescribed in this section.

B. Neither a county, city or town nor its employees are liable for damages or injuries resulting from the use of a primitive road designated under this section except for intentional injuries or gross negligence caused by an employee acting within the scope of the employee's employment.

C. Except as provided in subsection D, the board of supervisors or the governing body of a city or town shall not designate a road as a primitive road unless it was opened before June 13, 1975 and was not constructed in accordance with county standards.

D. The board of supervisors or the governing body of a city or town may designate a road as a primitive road if all of the following apply:

1. The road was opened after June 13, 1975.

2. The road was accepted for maintenance by the board of supervisors or the governing body of a city or town before June 13, 1985.

3. The road was not constructed in accordance with county standards.

E. The county, city or town shall place signs on every road designated as a primitive road in locations adequate to warn the public. These signs shall state "Primitive road, caution, use at your own risk. This surface is not regularly maintained."

F. A board of supervisors or the governing body of a city or town shall not designate a state or county highway as a primitive road.

Exhibit "B"

Primitive Road Designation Application Guidelines

The following items shall accompany any request by the public to designate a road as a Primitive Road prior to consideration by the Board of Supervisors. These items will be submitted to the Public Works Division for review.

1) An application letter and Petition outlining the request for the road to be designated as a County maintained Primitive Road.

2) Documentation that the road was opened prior to June 13, 1975.

3) A map showing existing location of the road and all properties that it traverses will be provided by Gila County Public Works Division.

4) An easement dedicating the roadway to the public shall be signed by all affected property owners on a form provided by Gila County Public Works Division.

5) After review of items 1 through 4 above the Public Works Division will prepare a recommendation for action to the Board of Supervisors.

PETITION
TO ESTABLISH A PRIMITIVE ROAD

We the undersigned, respectfully petition the Gila County Board of Supervisors to establish a Primitive Road in the county. The beginning of the proposed road is _____. The end of the proposed road is _____. The general course and direction of the proposed road is _____. The Undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon.

DATE	NAME	ADDRESS & TAX PARCEL NO.	RESIDENT OF COUNTY (YES OR NO)	PROPERTY TAXPAYER (YES OR NO)

~~***PETITION***~~
~~***TO ESTABLISH A PRIMITIVE ROAD***~~

~~We the undersigned, respectfully petition the Gila County Board of Supervisors to establish a Primitive Road in the county. The beginning of the proposed road is _____. The end of the proposed road is _____. The general course and direction of the~~

~~proposed road is _____. The Undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon.~~

~~DATE~~	~~NAME~~	~~ADDRESS & TAX PARCEL NO.~~	~~AVERAGE LENGTH OF RESIDENCE PER YEAR~~

GILA COUNTY
DIVISION OF PUBLIC WORKS

DIVISION POLICY or PROCEDURE

Title: Guidelines to Primitive Roads	**Effective Date:** **10/7/2003** **Revised:** **12/14/2004** **5/23/2017**	**Department:** Engineering
Purpose: To establish a uniform countywide policy pertaining to the designation and maintenance of "Primitive Roads" per ARS § 28-6706.	**Authorized Signature:** _____ Steve Sanders, Director of Public Works _____ Jefferson R. Dalton Deputy County Attorney, Civil Bureau Chief	

Policy Statement:

To help clarify which County Maintained Roads are designated as Primitive Roads, what guidelines are to be used in selection of these roads, and the signing requirements mandated for such roads.

1. **Background:**

In the summer of 1993, County Engineers and County Attorneys from around Arizona, along with staff from the County Supervisors Association, met in Payson to discuss a growing concern about maintaining rural roads that were not built to County standards. Those concerns stem from the public safety and liability issues associated with these roadways, which were built prior to Counties in Arizona having subdivision approval authority. In an effort to reduce this exposure, a draft piece of legislation was drawn up and taken to the Arizona Legislature. This bill was submitted in the House of Representatives (H.B. 2257) and passed into law as ARS §18-207.01 in the spring of 1994. It became state law beginning July 17, 1994. Subsequent to this law the statutes regarding transportation were renumbered and the current statute known as ARS § 28-6706 gives the Board of Supervisors for each County the authority to classify public roads within its jurisdiction as "Primitive Roads". Only public roads opened before June 13, 1975, and not built in accordance with County standards can be classified as Primitive Roads. The Statute also requires the County to sign these Primitive Roads in a way that lets the public know that the roads are not maintained on a regularly scheduled basis.

2. Responsibilities:

3. Procedures:

ROAD ELIGIBILITY

Primitive Road classification shall apply to public roads meeting all of the following criteria.

1. Were opened before June 13, 1975.
2. Were not constructed in accordance with County Standards.
3. Are not County or State Highways.
4. Shall have adequate easements dedicated to the public.
5. Shall be in a condition that County forces can blade with minimum cost and risk. The County will not be responsible for damage to private utilities in the roadway.

PREDOMINANT TRAFFIC TYPES:

Dispersed recreation, local access, government, farm or ranch, administrative.

SURFACE TYPES:

Native material or gravel; paved roads are not eligible for Primitive Road designation.

CROSS SECTION CHARACTERISTICS:

1. Does not conform to County standards.
2. May have inconsistent width; however roads must have minimum widths to safely operate equipment for purpose of blading.
3. Surface can vary from native material to rock and gravel. Surface must be in a maintainable state when designated by the County as a Primitive Road.
4. Drainage features typically poor to non-existent. County forces will basically maintain existing roadway conditions.
5. Drainage ditches may be cut as part of the blading maintenance activity.

ARS § 28-6706 - SIGNING REQUIREMENTS:

The County shall place signs that state “Primitive Road, Caution Use at Your Own Risk, This Surface Is Not Regularly Maintained” on roads that are selected by the County for designation as Primitive Road in locations adequate to warn the public.

Any roads chosen that are in residential subdivisions shall have signs posted at the entry to the subdivision. No roads shall be designated primitive without the proper signs being posted.

The minimum allowable warning sign shall be a horizontal rectangle with a size of 30 x 48 inches. It shall have a yellow background with black legend and border. This sign is intended for use on roadways that may have a posted speed in excess of 25 M.P.H.

Warning signs shall be installed within 300 feet or sooner of the beginnings of a designated “Primitive Road”.

Warning signs shall be installed at the entrances to subdivisions that have collectors designated as “Primitive Roads”. The minimum allowable warning sign shall be a horizontal rectangle with a size of 18 x 24 inches. This sign is intended for use only in subdivisions that may have a posted speed of 25 M.P.H. more or less.

All other signing along Primitive Roads will be in general accordance with the Manual on Uniform Traffic Control Devices.

PRIMITIVE ROADS BLADING MAINTENANCE PROCEDURES:

1. The Regional Roads Manager will be primarily responsible for determining the schedule of blading maintenance for Primitive Roads, according to these Gila County Policy/Procedure Guidelines.

2. Roads that are designated as Primitive Roads will receive blading maintenance, at a schedule not to exceed three times per fiscal year. These three bladings will occur throughout the year to take advantage of roadway moisture conditions.

3. All Primitive Roads will be maintained in the general condition they are received at the time of designation. Limited drainage projects may occur on these roads.

4. All driveway culvert cleaning and installation will remain the responsibility of the homeowner.

5. County forces may expend minimal funds, as budget allows, on material to maintain Primitive Roads.

6. Drainage problems that occur will only be addressed as outlined herein.

7. No Primitive Road will be brought up to County Standards using public funds or County forces.

28-7214. EXTINGUISHMENT OF EASEMENTS

If this state or a city, town or county does not own title to a roadway but holds right-of-way easements, the easements may be extinguished by the governing body's resolution.

If Gila County extinguishes an easement within two years after creation and a request for extinguishment comes from owner(s) of easement the owner or owners requesting extinguishment shall reimburse Gila County any and all costs associated with maintenance of said easement from time of acceptance until extinguishment. All requests for extinguishment shall be in writing and directed to the Director of Public Works.

Attachments:

ARS § 28-6706
Primitive Road Designation Application Guidelines
Petition to Establish a Primitive Road

28-6706. Primitive roads

A. The board of supervisors or the governing body of a city or town may designate a public road within its jurisdiction as a primitive road as prescribed in this section.

B. Neither a county, city or town nor its employees are liable for damages or injuries resulting from the use of a primitive road designated under this section except for intentional injuries or gross negligence caused by an employee acting within the scope of the employee's employment.

C. Except as provided in subsection D, the board of supervisors or the governing body of a city or town shall not designate a road as a primitive road unless it was opened before June 13, 1975 and was not constructed in accordance with county standards.

D. The board of supervisors or the governing body of a city or town may designate a road as a primitive road if all of the following apply:

1. The road was opened after June 13, 1975.

2. The road was accepted for maintenance by the board of supervisors or the governing body of a city or town before June 13, 1985.

3. The road was not constructed in accordance with county standards.

E. The county, city or town shall place signs on every road designated as a primitive road in locations adequate to warn the public. These signs shall state "Primitive road, caution, use at your own risk. This surface is not regularly maintained."

F. A board of supervisors or the governing body of a city or town shall not designate a state or county highway as a primitive road.

Exhibit "B"

Primitive Road Designation Application Guidelines

The following items shall accompany any request by the public to designate a road as a Primitive Road prior to consideration by the Board of Supervisors. These items will be submitted to the Public Works Division for review.

1) An application letter and Petition outlining the request for the road to be designated as a County maintained Primitive Road.

2) Documentation that the road was opened prior to June 13, 1975.

3) A map showing existing location of the road and all properties that it traverses will be provided by Gila County Public Works Division.

4) An easement dedicating the roadway to the public shall be signed by all affected property owners on a form provided by Gila County Public Works Division.

5) After review of items 1 through 4 above the Public Works Division will prepare a recommendation for action to the Board of Supervisors.

PETITION
TO ESTABLISH A PRIMITIVE ROAD

We the undersigned, respectfully petition the Gila County Board of Supervisors to establish a Primitive Road in the county. The beginning of the proposed road is _____. The end of the proposed road is _____. The general course and direction of the proposed road is _____. The Undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon.

DATE	NAME	ADDRESS & TAX PARCEL NO.	RESIDENT OF COUNTY (YES OR NO)	PROPERTY TAXPAYER (YES OR NO)

ARF-4331 **Consent Agenda Item 4. B.**

Regular BOS Meeting

Meeting Date:	05/23/2017		
Submitted For:	Jonathan Bearup, Court Administrator		
Submitted By:	Betty Hurst, Contracts Administrator		
Department:	Superior Court		
Fiscal Year:	2016-2017	Budgeted?:	Yes
Contract Dates Begin & End:	07-01-16 to 06-30-17	Grant?:	No
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Amendment No 2 to Professional Services Contract No. 041515-5.

Background Information

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

On June 9, 2015, the Board approved Professional Services Contract No. 041515-5 with Tait Elkie of Fountain Hills Law Firm, whereby Mr. Elkie agreed to provide legal services for indigent citizens as appointed by the Superior Court in Gila County for a period from July 1, 2015, to June 30, 2016. The initial contract was executed for a not to exceed, without written authorization amount of $19,848.

On July 26, 2016, the Board approved Amendment No. 1 to extend the term of the contract from July 1, 2016, to June 30, 2017, with a not to exceed contract amount of $19,848; added the following language to the contract - *In the event of formal discipline of the Attorney by the State Bar of Arizona; the Court may suspend or terminate the contract*; and modified the contract to assert that the "Attorney" under contract with Gila County Superior Court is "Tait Elkie."

Evaluation

Due to the change in the Rule of Criminal Procedure, 6.1., Attorney Elkie will provide limited scope advocacy to determine release conditions for criminal misdemeanors in which the Defendant is detained. This has caused the original contract amount of $19,848 to be exceeded.

Professional Services Contract No. 041515-5 expires on June 30, 2017. Amendment No. 2 has been issued to extend the contract term for an additional one-year period, from July 1, 2017, to June 30, 2018; increase the contract amount by an additional $1,000 for the contract term of July 1, 2016 to June 30, 2017; increase the contract amount by an additional $6,000 for the contract term of July 1, 2017 to June 30, 2018; and add the following language to the contract: *Contractor hereby certifies that it is not currently engaged in, and will not, for the duration of this agreement engage in, a boycott of Israel as defined by A.R.S. §35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Agreement.*

Conclusion

Court Administration has requested the approval of Amendment No. 2 to Professional Services Contract No. 041515-5 to extend the contract term for an additional one-year period, from July 1, 2017, to June 30, 2018; increase the contract amount by an additional $1,000 for the contract term of July 1, 2016, to June 30, 2017; increase the contract amount by an additional $6,000 for the contract term of July 1, 2017, to June 30, 2018; and add the following language to the contract: *Contractor hereby certifies that it is not currently engaged in, and will not, for the duration of this agreement engage in, a boycott of Israel as defined by A.R.S. §35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Agreement.*

Recommendation

It is the recommendation of Jonathan Bearup, Superior Court Administrator, that the Board of Supervisors approve Amendment No 2 to Professional Services Contract No. 041515-5 to extend the contract term for an additional one-year period, from July 1, 2017, to June 30, 2018; increase the contract amount by an additional $1,000 for the contract term of July 1, 2016, to June 30, 2017; increase the contract amount by an additional $6,000 for the contract term of July 1, 2017 to June 30, 2018; and add statutorily required language to the contract.

Suggested Motion

Approval of Amendment No. 2 to Professional Services Contract No. 041515-5 between the Superior Court in Gila County and Fountain Hills Law Firm to extend the contract term for an additional one-year period, from July 1, 2017, to June 30, 2018; increase the contract amount by an additional $1,000 for the contract term of July 1, 2016, to June 30, 2017; increase the contract amount by an additional $6,000 for the contract term of July 1, 2017, to June 30, 2018; and add statutorily required language to the contract.

Attachments

Amendment No. 2 to Professional Services Contract No. 041515-5

Amendment No. 1 to Professional Services Contract No. 041515-5

Professional Services Contract No. 041515-5

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 041515-5

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

PROFESSIONAL SERVICES CONTRACT 041515-5
LEGAL SERVICES

FOUNTAIN HILLS LAW FIRM

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

Amendment No. 1 to Professional Services Contract No. 041515-5 was executed on July 26, 2016 to allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2016 to June 30, 2017. **Additionally, Amendment No. 1** served to add to Article II-B, Term of Agreement, Termination, the clause "In the event of formal discipline of the Attorney by the State Bar of Arizona, the Court may suspend or terminate the contract". **Further, Amendment No. 1** served to modify the contract to assert that the **"Attorney"** under contract with the Gila County Superior Court is **"Tait Elkie".**

Professional Services Contract No. 041515-5 expires June 30, 2017. Per Article II, Term of Agreement, the contract may be extended for two (2) additional one (1) year periods, upon agreement of both parties.

In addition, the Superior Court would like to increase the contract dollar amount due to the change in the Rule of Criminal Procedure, 6.1. Attorney Elkie will provide limited scope advocacy to determine release conditions for criminal misdemeanors in which the Defendant is detained.

Amendment No. 2 to Professional Services Contract No. 041515-5 will serve to increase the amended contract amount by One Thousand dollars and 00/100's ($1,000.00), for a new total contract amount of Twenty Thousand, Eight Hundred Forty-Eight dollars and 00/100's ($20,848.00), for the contract term of July 01, 2016 to June 30, 2017; and to increase the contract amount by Six Thousand dollars and 00/100's ($6,000.00) for a new total contract amount of Twenty-Five Thousand, Eight Hundred Forty-Eight dollars and 00/100's ($25,848.00) for the contract term of July 01, 2017 to June 30, 2018.

Additionally, Amendment No. 2 to Professional Services Contract No. 041515-5 will allow for Gila County to exercise the option to renew the term of the contract for one (1) one (1) year term, from July 01, 2017 to June 30, 2018.

Further, Amendment No. 2 will serve to add the language: Contractor hereby certifies that it is not currently engaged in, and will not, for the duration of this agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Agreement.

Consequently, the contract is amended to increase the original contract amount by One Thousand dollars and 00/100's ($1,000.00) for the contract term of July 01, 2016 to June 30, 2017; to increase the contract amount by Six Thousand dollars and 00/100's ($6,000.00) for the contract term of July 01, 2017 to June 30, 2018; and to extend the term of the contract for one additional year from July 01, 2017 to June 30, 2018 with a contract amount not to exceed Twenty-Five Thousand, Eight Hundred Forty-Eight dollars and 00/100's ($25,848.00) without prior written approval from the county; and to add the language "Contractor hereby certifies that it is not currently engaged in, and will not, for the duration of this agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Agreement".

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

IN WITNESS WHEREOF, three (3) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2017.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-5

APPROVED:

Tommie C. Martin, Chairman of the Board

Fountain Hills Law Firm, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

Timothy Wright, Presiding Judge

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

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

PROFESSIONAL SERVICES CONTRACT 041515-5
LEGAL SERVICES

FOUNTAIN HILLS LAW FIRM

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

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

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

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

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

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

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

IN WITNESS WHEREOF, three (3) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 26th day of July, 2016.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-5

APPROVED:

Michael A. Pastor, Chairman of the Board

Fountain Hills Law Firm, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

Timothy Wright, Presiding Judge

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

Michael A. Pastor, District II
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GILA COUNTY

www.gilacountyaz.gov

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

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

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

PROFESSIONAL SERVICES CONTRACT NO. 041515-5
LEGAL SERVICES

I. GENERAL STATEMENT

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

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

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

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

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

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

II. TERM OF AGREEMENT

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

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

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

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

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

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

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

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

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

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

B. Court Payment of Costs and Expenses:

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

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

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

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

C. Billing Procedures for Legal Services Provided for Indigents:

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

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

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

A. Contract Category: To the extent practicable, the attorney will be primarily assigned **Class 1-6 Misdemeanor cases in the Payson Justice Court,** and will be subject to appointments, due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area, which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

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

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

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

V. SPECIFIC DUTIES OF COUNSEL

A. Readiness and Promptness for Court:

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

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

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

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

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

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

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

F. Contact with and Representation of Client:

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

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

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

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

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

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

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

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

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

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

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

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

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

B. Facsimile:

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

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

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

C. Pre-Trial Conference:

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

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

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

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

D. Special Management/Settlement Conferences:

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

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

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

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

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

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

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

H. Motions to Continue:

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

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

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

I. Motions and Orders to Transport:

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

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

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

J. Rule 11 Evaluations:

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

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

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

K. Interpreters:

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

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

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

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 041515-5

APPROVED:

Michael A. Pastor, Chairman of the Board

FOUNTAIN HILLS LAW FIRM, Attorney

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

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

Peter J. Cahill, Presiding Judge

ARF-4330 **Consent Agenda Item 4. C.**

Regular BOS Meeting

Meeting Date: 05/23/2017

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Quit Claim Deed for Sale of Assessor's Tax Parcel No. 102-31-013-G

Background Information

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

Assessor's tax parcel number 102-31-013-G was deeded to the State of Arizona in 2012 with a lien amount of $761.30. It did not sell at the Board of Supervisors' annual tax sale/auction that was held on December 6, 2016; therefore, it was added to the list of properties that could be purchased year-round for the total lien amount. The subject property is an road access between 955 E. Ranch Creek Road in the El Capitan Area.

Evaluation

On May 11, 2017, the Clerk of the Board deposited a cashier's check in the amount of $761.30 from Douglas James Tucker with the Gila County Treasurer for the purchase of the subject property. The amount paid was the total lien amount. A separate $15 payment was submitted to record the Quit Claim Deed.

Conclusion

The Board of Supervisors needs to authorize the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 102-31-013-G. Once the deed has been finalized and recorded, it will go back on the County's tax rolls.

Recommendation

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

Suggested Motion

Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 102-31-013-G to Douglas James Tucker.

Attachments

Quit Claim Deed-Parcel No. 102-31-013-G

Information on Parcel No. 102-31-013-G

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

GILA COUNTY QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, made this day 23rd day of May 2017, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Douglas James Tucker, Trustee, MTB Revocable Living Trust, Grantee.

Address of Grantee: PO Box 61831, Phoenix, Arizona 85082

RECITALS

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

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

WHEREAS, on the 11th day of May 2017, Grantee did purchase said property for the sum of seven hundred sixty-one dollars and thirty cents ($761.30);

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

Assessor's Tax Parcel Number: 102-31-013-G

Legal Description:

BEG SE COR PARCEL "3" ROS 2681; TH N89°55'49"W 20.0'; TH N18°14'29"E 518.92'; TH S22°55'45"E 49.0'; TH S19°55'9"W 475.25' POB; NW½ SEC 25 T2S R15E; =0.30 AC.

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

Grantor:

_____
Tommie C. Martin, Chairman
Gila County Board of Supervisors

Attest:

_____
Marian Sheppard, Clerk
Gila County Board of Supervisors

STATE OF ARIZONA)
) SS
COUNTY OF GILA)

ACKNOWLEDGEMENT

Before me, Sherry Grice, a Notary Public in and for the County of Gila, State of Arizona, on this ____ day of _____ 2017, personally appeared Tommie C. Martin, Chairman, Board of Supervisors, Gila County, Arizona, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

_____
Notary Public
My Commission Expires:

2012-009838 TD Page: 1 of 1
08/10/2012 08:56:56 AM Receipt #: 12-6177
Rec Fee: $0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **4 th** day of **April, 2012** notice according to law was published in the **Arizona Silver Belt** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **10 th** day of **August**, **2012**, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : **102-31-013-G**

DESCRIBED AS : **BEG SE COR PARCEL "3" ROS 2681;TH N89°55'49" W 20.0';TH N18°14' 29" E 518. 92';TH S22°55' 45" E 49.0';TH S19°55' 9" W 475.25' POB; NW½ SEC 25 T2S R15E;=0.30 AC**

IN WITNESS WHEREOF, I, **Debora Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 10 th day of **August, 2012** .

COUNTY TREASURER SEAL ARIZONA

Debora Savage
Treasurer of Gila County

STATE OF ARIZONA
COUNTY OF GILA

This instrument was acknowledged before me this **10 th** day of **August, 2012** by **Debora Savage** as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that **SHE** executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX
Notary Public - Arizona
Gila County
My Commission Expires
January 21, 2014

Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

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

TREASURER'S OFFICE

Gila County, Arizona

April 2, 2012

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

BUTLER MICHAEL T & PATRICIA A

and situated in Gila County, Arizona:
PARCEL # 102-31-013-G

Legal Description: BEG SE COR PCL 3 ROS 2681;TH N89D55'49 W 20';TH N18D14'29 E 518. 92';TH S22D55'45 E 49';TH S19D55'9 W 475.25' POB;NW4 SEC 25 T2S R15E;=0.30 AC M/L (OUT OF 102-31-013D)

which on the **9 th** day of **February 2007**, was sold to

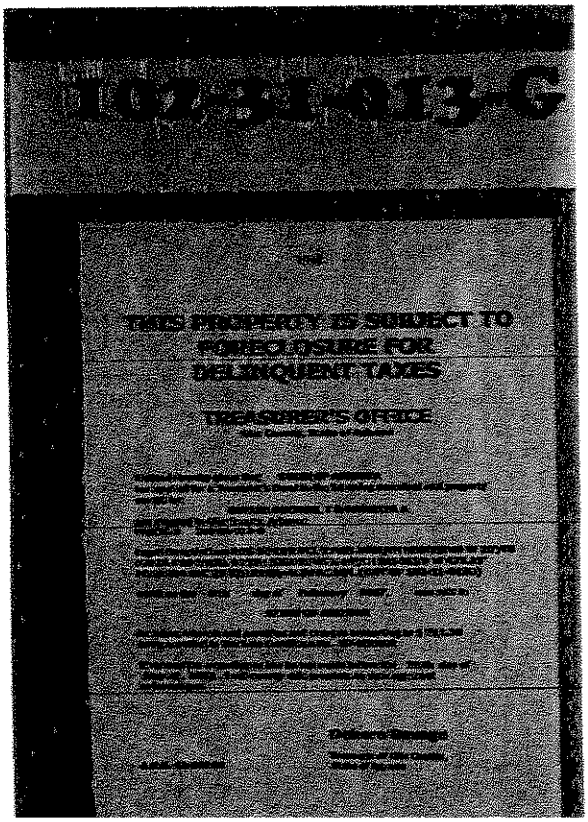
STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to **711.30** + 50.00 Clerks admin fee = 761.30
as represented in Tax Sale Certificate No. **07-030801**

If redemption according to law be not made before the **10 th** day of **August , 2012** . I will convey said premises to such applicant or his assigns.

Debora Savage

Treasurer of Gila County, Arizona



June 22, 2012

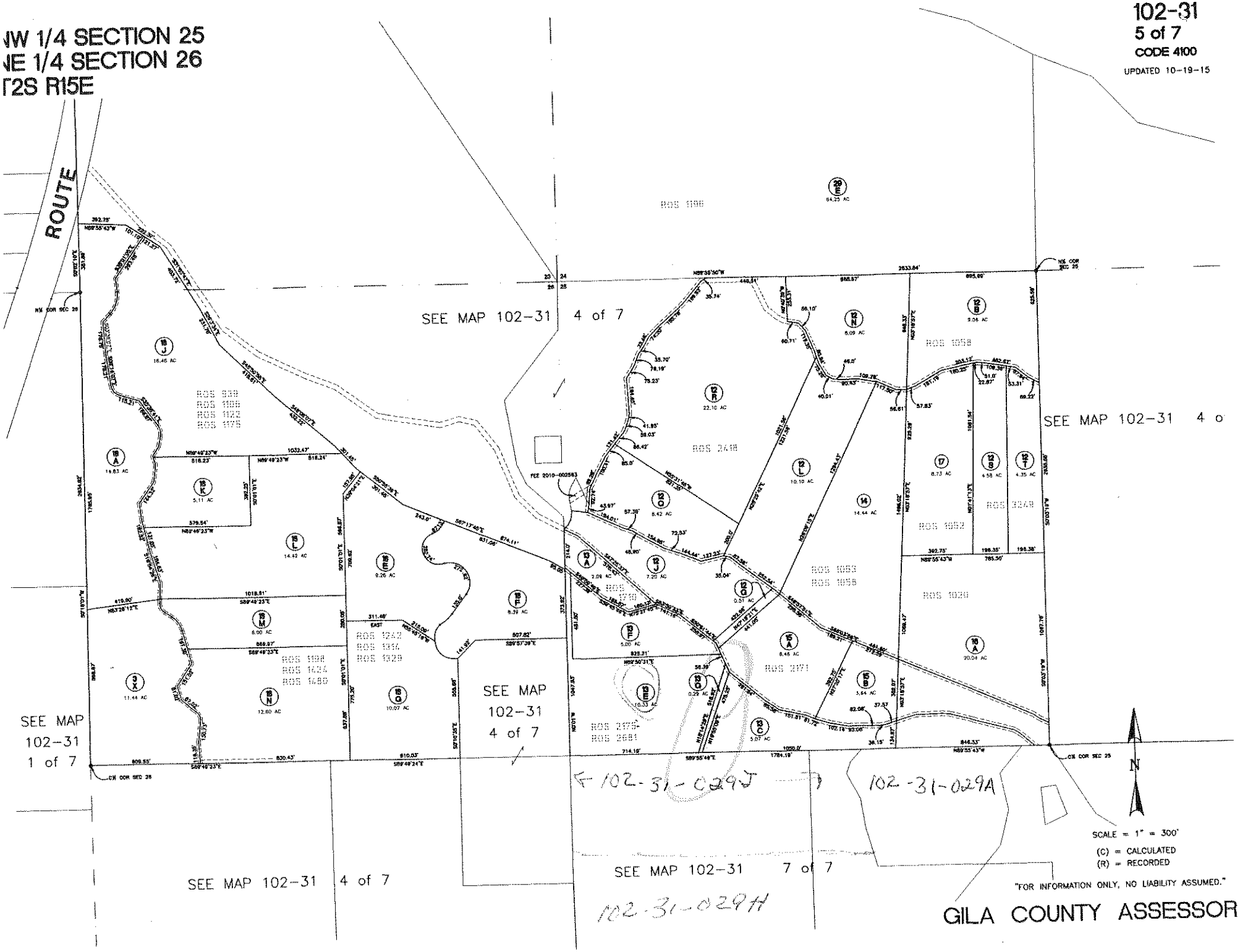
102-31-013-G

El Capitan

Road Access between 955 E. Ranch Creek Road and 997 E. Ranch Creek Road

NW 1/4 SECTION 25
NE 1/4 SECTION 26
T2S R15E

102-31
5 of 7
CODE 4100
UPDATED 10-19-15



ARF-4346 **Consent Agenda Item 4. D.**

Regular BOS Meeting

Meeting Date: 05/23/2017

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Quit Claim Deed for Sale of Assessor's Tax Parcel No. 208-02-158-B-1.

Background Information

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

Assessor's tax parcel number 208-02-158-B-1 was deeded to the State of Arizona in 2000 with a lien amount of $420.52. It did not sell at the Board of Supervisors' annual tax sale/auction; therefore, it was added to the list of properties that could be purchased year-round for the total lien amount. The subject property is vacant land in off of East Street in Globe.

Evaluation

On May 17, 2017, the Clerk of the Board deposited $420.52 from David and Bonnie Adams with the Gila County Treasurer for the purchase of the subject property. The amount paid was the total lien amount. A separate $15 payment was submitted to record the Quit Claim Deed.

Conclusion

The Board of Supervisors needs to authorize the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 208-02-158-B-1. Once the deed has been finalized and recorded, it will go back on the County's tax rolls.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors authorize the Chairman's signature on a Quit Claim Deed to finalize the sale of the subject property to Mr. and Mrs. David Adams.

Suggested Motion

Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 208-02-158-B-1 to David and Bonnie Adams.

Attachments

Quit Claim Deed-Parcel No. 208-02-158-B-1

Information on Parcel No. 208-02-158-B-1

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

GILA COUNTY QUIT-CLAIM DEED

THIS QUIT CLAIM DEED made this 23rd day of May 2017, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and David G. and Bonnie J. Adams, Grantees.

Address of Grantee: 7220 W. Hearn Road, Peoria, AZ 85381-4732

RECITALS

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

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

WHEREAS, on the 17th day of May 2017, Grantees did purchase said property for the sum of four hundred twenty dollars and fifty-two cents ($420.52);

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

Assessor's Tax Parcel Number: 208-02-158-B-1

THE SWLY 37.5' OF LOT 1-C, BLOCK 30, GLOBE TOWNSITE, APPROX. 0.08 ACRES M/L

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

Grantor:	Attest:
_____	_____
Tommie C. Martin, Chairman Gila County Board of Supervisors	Marian Sheppard, Clerk Gila County Board of Supervisors

STATE OF ARIZONA)
) SS **ACKNOWLEDGEMENT**
COUNTY OF GILA)

Before me, Sherry Grice, a Notary Public in and for the County of Gila, State of Arizona, on this 23rd day of May 2017, personally appeared Tommie C. Martin, Chairman, Board of Supervisors, Gila County, Arizona, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

_____
Notary Public
My Commission Expires:

TREASURER'S DEED

COPY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 7 TH day of APRIL, 2000, notice according to law was published in the THE PAYSON ROUND-UP AND THE ARIZONA SILVER BELT, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 23 RD day of AUGUST, 2000, a Treasurer's Deed will issue to the said grantee, and

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

208-02-158-B-1 : THE SWLY 37.5' OF LOT 1-C BLOCK 30 GLOBE TOWNSITES APPROX 0.08 AC M/L

IN WITNESS WHEREOF, I, PRISCILLA M.L. KNUCKEY-RALLS, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 25 TH day of SEPTEMBER, 19 2000.

Priscilla M.L. Knuckey-Ralls
Treasurer of Gila County

COUNTY TREASURER SEAL ARIZONA

STATE OF ARIZONA
ss
County of Gila } ss

This instrument was acknowledged before me this 25TH day of SEPTEMBER 2000, by PRISCILLA M.L. KNUCKEY-RALLS as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.

C. Pat Wentz
Notary Public

My Commission Expires: April 13, 2001

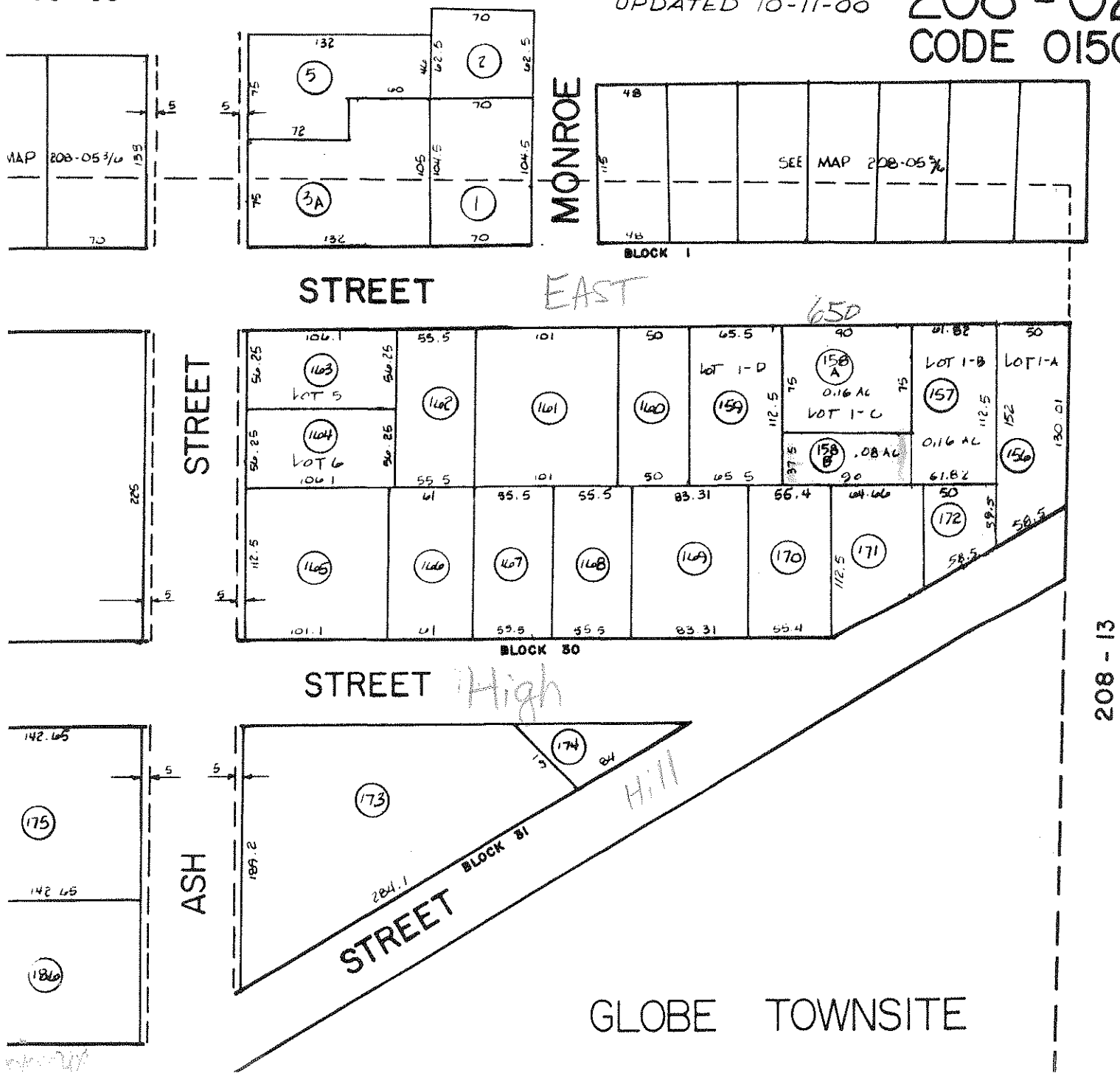
OFFICIAL SEAL
C. Pat Wentz
Notary Public - Arizona
Gila County
My Comm. Expires April 13, 2001

CAPIDS Form 1263a

208 - 05

UPDATED 10-11-00

208 - 02 1/4
CODE 0150



OCT 2000
RECEIVED
GILA COUNTY
ENGINEER

ADVERTISE FOR SIX CONSECUTIVE WEEKS
A.R.S. 42-461, 42-462, 42-464

TREASURER'S OFFICE

Gila County, Arizona

APRIL7 , 2000

Notice is hereby given that **STATE OF ARIZONA**

has applied for a Treasurer's Deed to the following described real property owned by

ESTATE OF THOMAS H. & BERTIE B. HARFORD/ C/O JAMES S. & KAREN A. JOHNSON

and situated in Gila County, Arizona:

LEGAL 208-02-158-B-1

THE SWLY 37.5' OF LOT 1-C BLOCK 30 GLOBE TOWNSITES APPROX 0.08 AC M/L

which on the 12 TH day of FEBRUARY 1993, was sold to

STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to $420.52

as represented in Tax Sale Certificate No.93-022376

If redemption according to law be not made before the 23 RD day of AUGUST 2000 ,I will convey said premises to such applicant or his assigns.

PRISCILLA M.L. KNUCKEY-RALLS

Treasurer of Gila County, Arizona

ARF-4342 **Consent Agenda Item 4. E.**

Regular BOS Meeting

Meeting Date: 05/23/2017

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Isabelle Hunt Memorial Public Library Special Event Liquor License Application for October 14, 2017.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the attached application and has determined that it has been completed correctly.

Conclusion

This charitable organization properly completed the application. If the Board of Supervisors approves this application and final approval is given by the DLLC, the Isabelle Hunt Memorial Public Library of Pine, Arizona, will have used 1 day of the allowable 12 events per year.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors approve this application to allow the Isabelle Hunt Memorial Public Library to serve liquor at a fund-raising event to be held at the Isabelle Hunt Memorial Public Library 6124 N. Randall Place, in Pine, Arizona to be held on October 14, 2017.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Isabelle Hunt Memorial Public Library of Pine, Arizona, to serve liquor at a fund-raising event on October 14, 2017, at the Library.

Attachments

Special Event Liquor License Application

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
Event Date(s):
Event time start/end:
CSR:
License:

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= $25.00 per day for 1-10 days (consecutive)
Cash Checks or Money Orders Only

A service fee of $25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: Isabelle Hunt Memorial Public Library

SECTION 2 Non-Profit/IRS Tax Exempt Number: 86-030811

SECTION 3 The organization is a: (check one box only)

☑ Charitable ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☑ No

Name of Business	License Number	Phone (Include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☑ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(IF NOT USING RETAIL LICENSE, SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISE TO SUSPEND THE LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF PREMISE, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISE.)

SECTION 6 What is the purpose of this event? ☑ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: Isabelle Hunt Memorial Library

Address of Location: 6124 N. Randall Place (Street) Pine (City) Gila (COUNTY) AZ (State) 85544 (Zip)

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☑ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: Waer (Last) Becky (First) Lynn (Middle) 12/18/1953 (Date of Birth)
2. Applicant's mailing address: PO Box 229 (Street) Pine (City) AZ (State) 85544 (Zip)
3. Applicant's home/cell phone: (928) 978-6162 Applicant's business phone: (928) 476-3678
4. Applicant's email address: pinepubliclibrary@gmail.com

Individuals requiring ADA accommodations call (602)542-9027.

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐ Yes ☑ No **(If yes, attach explanation.)**

2. How many special event licenses have been issued to this location this year? 0
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☐ Yes ☑ No
(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Isabelle Hunt Memorial Public Library Percentage: 100

Address 6124 N. Randall Place (Street) Pine (City) AZ (State) 85544 (Zip)

Name _____ Percentage: _____

Address _____ (Street) _____ (City) _____ (State) _____ (Zip)

5. Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

_____ Number of Police 2 Number of Security Personnel ☐ Fencing ☑ Barriers

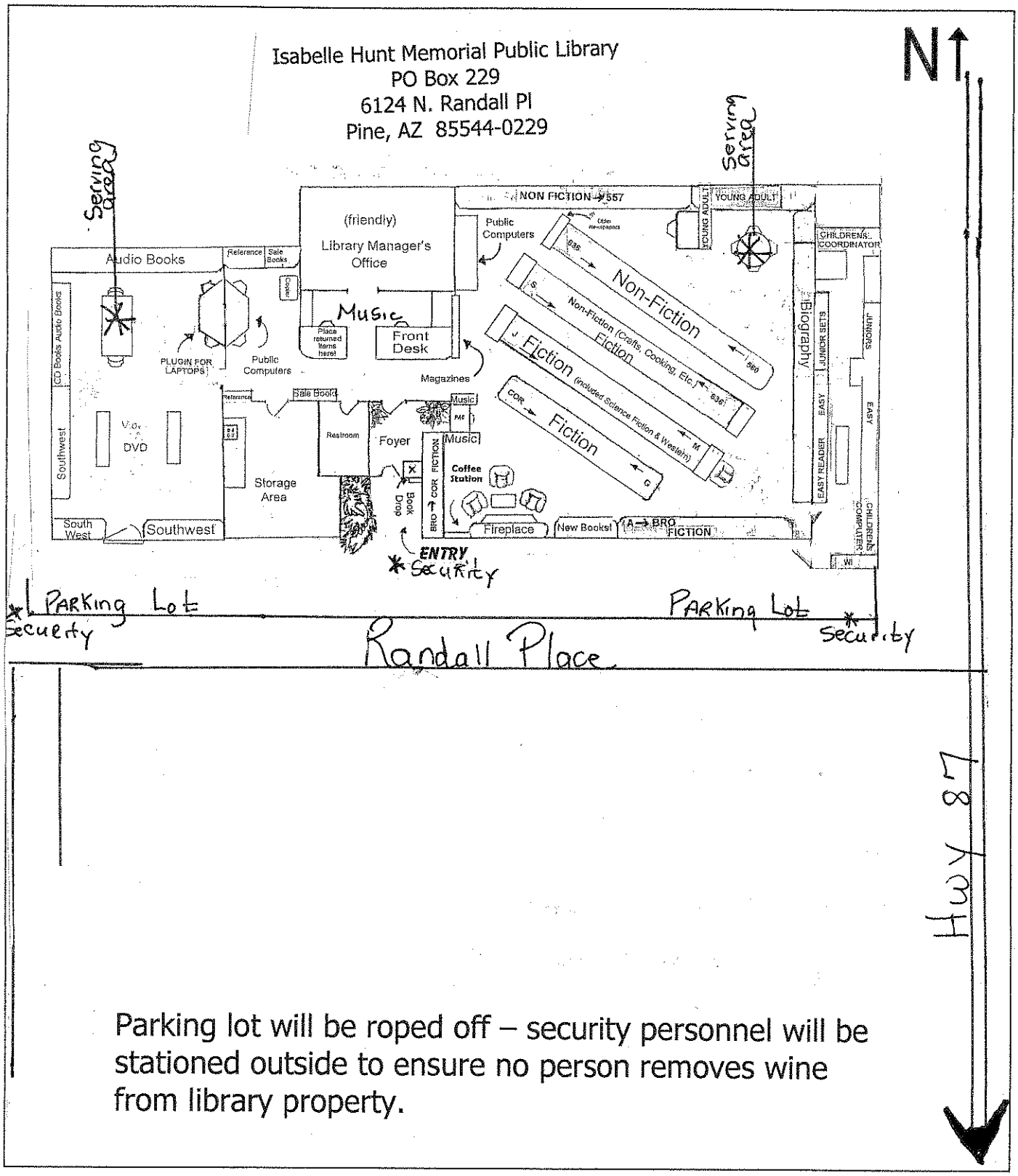
Explanation: Gila County Sheriff Posse (Volunteer Organization)
Library parking lot will be roped off for the safety of attendees.

SECTION 11 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	10/14/2017	Saturday	4pm	8pm
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



Parking lot will be roped off – security personnel will be stationed outside to ensure no person removes wine from library property.

Individuals requiring ADA accommodations call (602)542-9027.

SECTION 13 **To be completed only by an Officer, Director or Chairperson of the organization named in Section 1.**

I, (Print Full Name) Becky L. Waer declare that I am an Officer, Director or Chairperson of the organization filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Signature	Title/ Position	Date	Phone Number
	Co-Chairman		928/476-3678

The foregoing instrument was acknowledged before me this 9th (Day) May (Month) 2017 (Year)

State ARIZONA County of GILA

MARY LOU MYERS
Notary Public - Arizona
Gila County
My Comm. Expires Nov 14, 2020

My Commission Expires on: 11/14/2020 (Date) Signature of Notary Public

SECTION 14 **This section is to be completed only by the applicant named in Section 9.**

I, (Print Full Name) Becky L. Waer declare that I am the APPLICANT filing this application as listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Signature	Title/ Position	Date	Phone Number
	Library Director		928/476-3678

The foregoing instrument was acknowledged before me this 9th (Day) May (Month) 2017 (Year)

State ARIZONA County of GILA

MARY LOU MYERS
Notary Public - Arizona
Gila County
My Comm. Expires Nov 14, 2020

My Commission Expires on: 11/14/2020 (Date) Signature of Notary Public

Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 **Local Governing Body Approval Section.**

I, _____ (Government Official) _____ (Title) recommend ☐APPROVAL ☐ DISAPPROVAL

On behalf of _____ (City, Town, County), _____ (Signature), _____ (Date), _____ (Phone)

SECTION 16 **For Department of Liquor Licenses and Control use only.**

☐APPROVAL ☐DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. **Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.02.

Individuals requiring ADA accommodations call (602)542-9027.

ARF-4336 **Consent Agenda Item 4. F.**

Regular BOS Meeting

Meeting Date: 05/23/2017

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Board of Adjustment Appointments.

Background Information

Travis Williams has resigned from the Gila County Board of Adjustment. Bill Marshall has agreed to fulfill Mr. Williams' unexpired term of office that ends on December 31, 2018. There is one other vacancy on this Board for the term of office that began on January 1, 2017, through December 31, 2020. Mr. Terry Otts has agreed to serve this term of office. Mr. Otts and Mr. Marshall reside in Supervisorial District 2.

Evaluation

The Board of Supervisors needs to appoint Bill Marshall and Terry Otts to the Gila County Board of Adjustment for the terms of office as specified (above).

Conclusion

Per statutory requirement, the Board of Supervisors has the authority to appoint members to the Board of Adjustment.

Recommendation

Supervisor Humphrey recommends that the Board of Supervisors appoint Bill Marshall and Terry Otts to the Gila County Board of Adjustment.

Suggested Motion

Acknowledge the resignation of Travis Williams from the Gila County Board of Adjustment; appoint Bill Marshall to fulfill Mr. Williams' unexpired term of office through December 31, 2018; and appoint Terry Otts to fill a vacancy for the term of office ending December 31, 2020.

Attachments

Board of Adjustment Member List

GILA COUNTY BOARD OF ADJUSTMENT

(Proposed to the BOS on 5-23-17)

Name of Member & Appointment Info.[1]	Appointment Designation[2]	Appointment Type[3] & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins
Don Ascoli (Resides in District 1)	A-District 1	C (04/19/16)	9 years, 5 months	01/01/16-12/31/17	01/01/16-12/31/17
Mary Lou Myers (Resides in District 1)	A-District 1	C (04/19/16)	3 years, 9 months	01/01/16-12/31/19	01/01/16-12/31/19
Terry Otts (Resides in District 2)	A-District 2	A (05/23/17)	-	05/23/17-12/31/20	01/01/17-12/31/20
~~Travis Williams (Resides in District 2)~~	~~A-District 2~~	~~C (12/02/14)~~	~~8 years, 5 months~~	~~01/01/15-12/31/18~~ Resigned	~~01/01/15-12/31/18~~
Bill Marshall (Resides in District 2)	A-District 2	B (05/23/17) Travis Williams	-	05/23/17-12/31/18	01/01/15-12/31/18
Mickie Nye (Resides in District 3)	A-District 3	A (12/02/14)	-	01/01/15-12/31/18	01/01/15-12/31/18

[1] Appointment Information:

A. Date of creation: September 8, 1959
B. Per A.R.S. 11-816 – The Board of Supervisors (BOS) may establish one board of adjustment that has jurisdiction countywide and that is composed of 1 member who is a resident of each supervisorial district **or** one board of adjustment in each supervisorial district that has jurisdiction in that supervisorial district and that is composed of not less than 3 nor more than 5 members, each of whom is a resident of that supervisorial district. The members of each board shall be appointed for staggered terms of 4 years each.
C. The Gila County Zoning Ordinance, Section 106.2 *Powers and Duties*, addresses the powers of the Board of Adjustment.
D. The BOS has established 1 Board of Adjustment consisting of 5 members; however, the Board is composed of at least 1 member from each supervisorial district.

[2] Appointment Designation:

A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
B. Supervisory Appointment: Member unrestricted by district.
C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
E. Alternate Members: As defined by individual committee criteria.

[3] Appointment Type

A. New Appointment
B. Existing vacancy created by (provide name)
C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-4325 **Consent Agenda Item 4. G.**

Regular BOS Meeting

Meeting Date: 05/23/2017

Reporting Period: Monthly report for April 2017

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

Submitted By: Mary Navarro, Justice Court Operations Mgr.

Information

Subject

Globe Regional Justice of the Peace's Office Monthly Report for April 2017

Suggested Motion

Acknowledgment of the April 2017 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Monthly report for April 2017

GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT

For the Month of: APRIL, 2017

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	**$ 4,310.44**
RECEIVED DURING THE MONTH	**$ 6,762.00**
DISBURSED DURING THE MONTH	**$ 5,445.65**
BALANCE AT THE END OF THE MONTH	**$ 5,626.79**

Financial Clerk/Court Manager

Justice of the Peace

*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.

April, 2017 FUND NAME	AZTEC CODE	ACCOUNT CODE	ACCOUNT CODE	TOTAL AMOUNT ALLOCATED	5% FILL THE GAP SET ASIDE	ADJUSTED BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	$ -	$ -	$ -
Child Passenger Restraint	ZCPRF		STATE	$ 168.92	$ 8.45	$ 160.47
Drug and Gang Enforcement Fines	ZDECJ		STATE	$ 433.99	$ 21.70	$ 412.29
Domestic Violence Shelter Fund	ZDVSF		STATE	$ 117.25	$ 5.87	$ 111.38
FARE Special Collection Fee 19%	ZFAR1		STATE	$ 3,623.54	$ -	$ 3,623.54
FARE Delinquency Fee $35.00	ZFAR2		STATE	$ 2,578.81	$ -	$ 2,578.81
Game and Fish - Wildlife	ZGF		STATE	$ 49.18	$ 2.46	$ 46.72
Extra DUI Assessment $500	ZGFDU		STATE	$ 317.37	$ 15.87	$ 301.50
HURF 1 28-5438, 2533C	ZHRF1		STATE	$ -	$ -	$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	$ -	$ -	$ -
HURF - to DPS	ZHRFD		STATE	$ -	$ -	$ -
Registrar of Contractors	ZRCA		STATE	$ -	$ -	$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	$ 22.45	$ 1.13	$ 21.32
State Photo Enforcement Base Fine	ZSPBF		STATE	$ -	$ -	$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	$ 1.40	$ 0.07	$ 1.33
Public Safety Equipment Fund	ZPSEF		STATE	$ 1,989.53	$ 99.48	$ 1,890.05
State Treasurer-General Fund	ZSTAT		STATE	$ 14.02	$ 0.71	$ 13.31
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	$ 56.02	$ 2.81	$ 53.21
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	$ 30.13	$ 1.51	$ 28.62
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		$ 111.40	$ 5.57	$ 105.83
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		$ 5.85	$ 0.30	$ 5.55
Citizens Clean Elections	ZCEF	888-2061	T888-2061	$ 1,503.90	$ -	$ 1,503.90
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	$ 7,263.93	$ 363.20	$ 6,900.73
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	$ 1,200.00	$ 60.00	$ 1,140.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	$ 828.00	$ 41.40	$ 786.60
DUI Abatement	ZDUIA	889-2061	T889-2061	$ -	$ -	$ -
Elected Officials Retirement Fund 15.30%	ZEORF	801-2061	T801-2061	$ 418.93	$ 20.95	$ 397.98
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-483	$ 174.61	$ 8.74	$ 165.87
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	$ 1,219.64	$ 60.99	$ 1,158.65
Forensic Investigation Fund	ZFIF			$ -	$ -	$ -
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	$ 13,898.40	$ 694.92	$ 13,203.48
Fill the Gap Surcharge 7%	ZFTGS	896-2061	T870-2061	$ 1,041.89	$ 52.10	$ 989.79
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-486	$ 2,414.97	$ 120.75	$ 2,294.22
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	$ -	$ -	$ -
Judicial Collection Enhancement $7	ZJCL	4740.311-3400.15	X357-4615	$ 580.62	$ -	$ 580.62
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	$ 186.50	$ -	$ 186.50
Judicial Collection Enhancement $13	ZJCS	840-2061	T840-2061	$ 1,077.73	$ -	$ 1,077.73
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	$ 426.91	$ 21.35	$ 405.56
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-465	$ 887.19	$ -	$ 887.19
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	$ 73.20	$ 3.66	$ 69.54
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	$ 149.72	$ -	$ 149.72
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-486	$ 99.80	$ -	$ 99.80
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	$ 76.51	$ 3.83	$ 72.68
Law Enforcement Boating Safety Fund	ZLEAB			$ -	$ -	$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	$ 431.50	$ 21.58	$ 409.92
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061	$ 2,004.20	$ 100.21	$ 1,903.99
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	$ 1,386.85	$ 69.35	$ 1,317.50
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	$ 173.32	$ 8.67	$ 164.65
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	$ 55.60	$ 2.78	$ 52.82
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	$ 41.71	$ 2.09	$ 39.62
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	$ 560.23	$ 28.02	$ 532.21
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	$ -	$ -	$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	$ 16.00	$ 0.80	$ 15.20
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	$ -	$ -	$ -
Officer Safety Equipment-Animal Control	ZOS10	937-2061	T942-2061	$ -	$ -	$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13	938-2061	T938-2061	$ -	$ -	$ -
Officer Safety Equipment - County Attorney	ZOS14	953-2061	0953-2061	$ 1.06	$ 0.06	$ 1.00
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	$ -	$ -	$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	$ 18.07	$ 0.91	$ 17.16
Health and Human Services (HHS)	ZOS17	941-2061	T941-2061	$ -	$ -	$ -
Gila County Animal Control (R)	ZOS18	942-2061	T942-2061	$ 0.59	$ 0.03	$ 0.56
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19	943-2061	T943-2061	$ -	$ -	$ -
TriCity Fire Department (TRIFI)	ZOS20	944-2061	T944-2061	$ -	$ -	$ -
San Carlos Game and Fish (SCGF)	ZOS23	945-2061	T945-2061	$ -	$ -	$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24	946-2061	T946-2061	$ -	$ -	$ -
Arizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061	$ -	$ -	$ -
Officer Safety Equipment - Attorney General Office	ZOS26	953-2061		$ -	$ -	$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	$ 72.08	$ 3.61	$ 68.47
Over Payment Refund	ZOVR			$ 583.35	$ -	$ 583.35
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-483	$ 803.85	$ 40.20	$ 763.65
Prison Construction Fund	ZPCOF	908-2061	T908-2061	$ 2,806.30	$ 140.32	$ 2,665.98
Probation Surcharge 2006 ($10.00)	ZPRS6	871-2061	T871-2061	$ 93.33	$ 4.67	$ 88.66
Probation Surcharge 2009 ($20.00)	ZPRS9	871-2061	T871-2061	$ 3,549.57	$ 177.48	$ 3,372.09
Probation Surcharge $5.00	ZPRSU	871-2061	T871-2061	$ 58.94	$ 2.95	$ 55.99
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	$ 243.40	$ -	$ 243.40
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	$ 2,084.42	$ -	$ 2,084.42
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-486	$ 1,389.61	$ -	$ 1,389.61
Security Enhancement Fee	ZSECE			$ -	$ -	$ -
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	$ 185.08	$ 9.26	$ 175.82
Technical Registration Fund ($15 Drug Offenses)	ZTECH	0883-2061		$ -	$ -	$ -
Victims Assistance Fund	ZVAF		T814-2061	$ -	$ -	$ -
Victim Rights Enforcement Fund	ZVREA	957-2061	T957-2061	$ 313.64	$ 15.69	$ 297.95
Local Warrant Fee	ZWAR			$ -	$ -	$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R	$ 49.14	$ 2.46	$ 46.68
HURF - to City Police	ZHRFC		CITY POLICE	$ -	$ -	$ -
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE	$ 8.50	$ 0.43	$ 8.07
Display Suspended Plates (Globe City Police)	ZSLPC		CITY POLICE	$ 88.66	$ 4.44	$ 84.22
TOTALS				$ 60,061.31	$ 2,253.83	$ 57,807.48

TOTAL ADJUSTED BALANCE VERIFICATION	$ 57,807.48
TOTAL RESTITUTION RECEIVED	$ 503.21
TOTAL RECEIPTS THIS MONTH	$ 60,564.52
TOTAL REFUND PAID OUT zovr	$ 583.35

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
5/1/2017	9502	$ 9,160.72	ARIZONA STATE TREASURER
5/1/2017	9503	$ 50,178.27	GILA COUNTY TREASURER
5/1/2017	9504	$ 46.68	GILA COUNTY SHERIFF D.A.R.E.
5/1/2017	9505	$ 84.22	GLOBE PD SUSPENDED PLATES
5/1/2017	9506	$ 8.07	MIAMI PD SUSPENDED PLATES
		$ 59,477.96	TOTAL DISTRIBUTIONS THIS MONTH

I, Jesse E. Bolinger, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of April, 2017.

Justice of the Peace

ARF-4327 **Consent Agenda Item 4. H.**

Regular BOS Meeting

Meeting Date: 05/23/2017

Reporting Period: Payson Regional Constable's Office Monthly Report for April 2017

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Kimberly Rust, Constable Clerk

Information

Subject

Payson Regional Constable's Office Monthly Report for April 2017

Suggested Motion

Acknowledgment of the April 2017 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

April 2017

Terry Phillips
Deputy Constable

Kimberly Rust
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

May 3, 2017

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 2017**, the Payson Regional Constable's Office:

- Received a total of **94** papers for service with a 127 Attempts
- Drove a total of miles **2295.1**
- Collected a total of **$ 1272.68** as follows:

• Total Deposited	$1272.68
• Less Refunds	($ 50.00)
• Less Writ Fee (3 @ $5.00/each) Collected	($ 15.00)
• Paid to General Fund	$1207.68
• Additional funds from the Town of Payson paid into General Fund for process serving by the Payson Regional Constable	$ 875.00
Grand Total Paid to General Fund	**$2082.68**

Respectfully submitted,

Tony McDaniel
Payson Regional Constable
Gila County, Payson, Arizona

108 WEST MAIN STREET, PAYSON, AZ 85541 – PHONE: (928) 474-3844/FAX: (928) 468-1509

PAYSON REGIONAL CONSTABLE OFFICE				
FEES COLLECTED				
APRIL 2017				
DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH
4/3/2017	Collins & Collins	1704PR001	$40.00	Check
4/3/2017	JJL Process	1704PR002	$69.00	Check
4/3/2017	Collins & Collins	1704PR003	$40.00	Check
4/3/2017	James Weisbrod	1704PR005	$40.00	Cash
4/5/2017	Owens Law Firm	1704PR010	$72.80	Check
4/5/2017	Protected Information	1704PR011	$68.24	Check
4/5/2017	Betty Barone	1704PR012	$40.00	Cash
4/6/2017	Protected Information	1704PR019	$68.64	Check
4/7/2017	Collins & Collins	1704PR026	$40.00	Check
4/10/2017	Kit McGuire	1704PR027	$48.00	Cash
4/11/2017	Koglmeier Law Group	1704PR030	$87.00	Check
4/13/2017	Williams, Zinnman & Parham	1704PR038	$48.00	Check
4/13/2017	Collins & Collins	1704PR042	$40.00	Check
4/17/2017	Canal Senior Apartments	1704PR045	$48.00	Cash
4/18/2017	Donald Hinds	1704PR048	$40.00	Cash
4/18/2017	Eugene Gard	1704PR050	$48.00	Cash
4/19/2017	Ralph Hulbert	1704PR052	$97.00	Cash
4/21/2017	Lee Chaney	1704PR065	$40.00	Money Order
4/21/2017	Collins & Collins	1704PR066	$40.00	Cash
4/21/2017	Prest Realty	1704PR069	$48.00	Check
4/24/2017	JJL Process	1704PR070	$69.00	Check
4/24/2017	JJL Process	1704PR071	$69.00	Check
4/26/2017	Lee Chaney	1704PR065	$16.00	Money Order
4/28/2017	Horacio Villanueva	1704PR094	$56.00	Check
Collected:			$1,272.68	
Refund:			$50.00	
Total:			$1,222.68	

Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips

County: Gila
Precinct: Payson Regional

Total Cases Served/Attempted: 127

Mileage Total: 2158.5

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
4/3/17	Child Support Modification	D0201500073	Gila County Superior	Ashley Forst	Benjamin Rowe	Ashley Forst / 108 W Sherwood Dr Payson AZ	Ashley Frost / 807 W Longhorn Dr Payson AZ	4/3/17	Served			47.5	McDaniel
4/3/17	Petition for Contempt	D0201600279	Gila County Superior	Daniel Foster	Destiny Felkins	Destiny Felkins / 209 S Ponderosa #35 Payson AZ	None	4/3/17	Attempted				McDaniel
4/3/17	Petition for Contempt	D0201600279	Gila County Superior	Daniel Foster	Destiny Felkins	Destiny Felkins / 209 S Ponderosa #17 Payson AZ	Destiny Felkins / 209 S Ponderosa #17 Payson AZ	4/3/17	Served				McDaniel
4/3/17	Summons & Complaint	2017CV92-OV	Payson Justice Court	LVNV Funding LLC	Dustin Stroud	Dustin Stroud / 201 W Evergreen Cir Payson AZ	None	4/3/17	Attempted				McDaniel
4/3/17	Summons & Complaint	2017CV92-OV	Payson Justice Court	LVNV Funding LLC	Dustin Stroud	Dustin Stroud / 2213 N Rainbows End Star Valley AZ	Dustin Stroud / 2213 N Rainbows End Star Valley AZ	4/3/17	Served				McDaniel
4/3/17	Criminal Summons	M0444TR2017012194	Payson Magistrate Court	State of Arizona	Caroline Hahn	Caroline Hahn / 311 S McLane Rd #313 Payson AZ	Caroline Hahn / 311 S McLane Rd #313 Payson AZ	4/3/17	Served				McDaniel
4/4/17	Summons & Complaint	2017CV128-SC	Payson Justice Court	James Weisbrod	Brianna & Kyle Bowan	Brianna & Kyle Bowan / 7574 N Toya Vista Rd Payson AZ	Brianna Bowan / 7574 N Toya Vista Rd Payson AZ	4/4/17	Served			74.1	McDaniel
4/4/17	Notice to Appear; Petition	JV201700068	Gila County Superior	State of Arizona	Protected Information	Todd Turlukis / 1104 N Gila Dr Payson AZ	Todd Turlukis / 108 N Spring Rd Payson AZ	4/4/17	Served				McDaniel
4/4/17	Notice to Appear; Petition	JV201700068	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	4/4/17	Attempted				McDaniel
4/4/17	Notice to Appear; Petition	JV201700068	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	4/4/17	Attempted				McDaniel
4/4/17	Notice to Appear; Petition	JV201700068	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	4/4/17	Attempted				McDaniel
4/4/17	Notice to Appear; Petition	JV201700068	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	4/4/17	Served				McDaniel
4/5/17	Criminal Summons	M0444TR2017012165	Payson Magistrate Court	State of Arizona	Sundan Oldfield	Sundan Oldfield / 609 N Oak Ridge Rd Payson AZ	Attorney Candy Marrufo / 108 W Main St Payson AZ	4/5/17	Served			190.4	McDaniel
3/30/17	Arrest Warrant	J0404TR2009002969	Payson Justice Court	State of Arizona	Walter Micolites Jr	Walter Micolites Jr / 190 Cornerstine Way #36 Payson AZ	None / Moved to Texas	4/5/17	Returned Unserved				Phillips
4/5/17	Residential Eviction Action	2017CV181-FD	Payson Justice Court	James Klemmer	Tanya Winters	Tanya Winters / 658 S Tonto Creek Dr Gisela, AZ	Tanya Winters / 658 S Tonto Creek Dr Gisela, AZ	4/5/17	Served				Phillips
3/31/17	Arrest Warrant	J0404TR2015002839	Payson Justice Court	State of Arizona	Cassandra Nolan	Cassandra Nolan / 600 S Ponderosa St #B Payson AZ	None	4/5/17	Attempted				Phillips
4/3/17	Injunction Against Harassment	J0404CV2017000176	Payson Justice Court	Protected Information	Larsen Burnett	Larsen Burnett / 289 Roundup Way Payson AZ	Larsen Burnett / 289 Roundup Way Payson AZ	4/5/17	Served				McDaniel
4/5/17	Injunction Against Harassment	J0404CV2017000182	Payson Justice Court	Protected Information	Nicholas Shively	Nicholas Shively / 8893 W Wild Turkey Ln Strawberry AZ	None	4/5/17	Attempted				McDaniel
3/31/17	Arrest Warrant	J0404TR2012000255	Payson Justice Court	State of Arizona	Beau Lootans	Beau Lootans / 509 E Wade Ln Payson AZ	None	4/5/17	Attempted				Phillips
3/31/17	Arrest Warrant	J0404TR2012000255	Payson Justice Court	State of Arizona	Beau Lootans	Beau Lootans / 509 E Wade Ln Payson AZ	Beau Lootans / 509 E Wade Ln Payson AZ	4/5/17	Served				Phillips
4/5/17	Injunction Against Harassment	J0404CV2017000182	Payson Justice Court	Protected Information	Nicholas Shively	Nicholas Shively / 8893 W Wild Turkey Ln Strawberry AZ	None	4/5/17	Served				McDaniel
3/22/17	Arrest Warrant	J0404TR2015000134	Payson Justice Court	State of Arizona	Scott McBrayer	Scott McBrayer / 609 W Arabian Way Payson AZ	None	4/5/17	Attempted				Phillips
4/6/17	Subpoena	CR2017-054	Gila County Superior	State of Arizona	Brandon Cade White	Deputy Dirks / 108 W Main St Payson AZ	GCSO Clipboard / 108 W Main St Payson AZ	4/6/17	Served			164.9	McDaniel
4/6/17	Subpoena	CR2017-054	Gila County Superior	State of Arizona	Brandon Cade White	Deputy Kerazykowski / 108 W Main St Payson AZ	GCSO Clipboard / 108 W Main St Payson AZ	4/6/17	Served				McDaniel
4/6/17	Subpoena	CR2016-371	Gila County Superior	State of Arizona	Gregory Scott Gath	Deputy McClure / 108 W Main St Payson AZ	GCSO Clipboard / 108 W Main St Payson AZ	4/6/17	Served				McDaniel
4/6/17	Subpoena	CR2016-371	Gila County Superior	State of Arizona	Gregory Scott Gath	Deputy Todd / 108 W Main St Payson AZ	GCSO Clipboard / 108 W Main St Payson AZ	4/6/17	Served				McDaniel
4/6/17	Arrest Warrant	J0404TR2010003861	Payson Justice Court	State of Arizona	Cierra Mouraux	Cierra Mouraux / 817 N Pondersoa Payson AZ	None / Moved to California	4/6/17	Returned Unserved				McDaniel
4/5/17	Residential Eviction Action	2017CV183-FD	Payson Justice Court	Betty Barone	Ronald Richards	Ronald Richards / 917 W Saddle Ln Payson AZ	Ronald Richards / 715 N Beeline HWY Payson AZ	4/6/17	Served				Phillips
4/6/17	Subpoena	CR2017-054	Gila County Superior	State of Arizona	Brandon Cade White	Criminalist Erika Canonico / DPS 201 N Colcord Payson AZ	DPS Reception / 201 N Colcord Payson AZ	4/6/17	Served				McDaniel
4/6/17	Injunction Against Harassment	J0404CV2017000184	Payson Justice Court	Protected Information	Paul Klein	Paul Klein / 8842 W Tonto Rim Dr Strawberry AZ	Paul Klein / 8842 W Tonto Rim Dr Strawberry AZ	4/6/17	Served				Phillips

Constable Activity Log - Monthly

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Deputy: Terry Phillips

County: Gila

Precinct: Payson Regional

Total Cases Served/Attempted: 127

Mileage Total: 2158.5

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
4/6/17	Subpoena	J0404TR2017000048	Payson Justice Court	State of Arizona	Alleene Bishop	Officer Miller / 101 BIA TAR PD	Officer Miller / 101 BIA TAR PD	4/6/17	Served				Phillips
4/6/17	Subpoena	M0444TR2017012015	Payson Magistrate Court	State of Arizona	Andrew Timm	Officer Davies / 303 N Beeline HWY Payson AZ	PPD Reception Desk / 303 N Beeline HWY Payson AZ	4/6/17	Served				Phillips
4/6/17	Subpoena	M0444TR2017012148	Payson Magistrate Court	State of Arizona	Mildred Bell	Officer McAnerny / 303 N Beeline HWY Payson AZ	PPD Reception Desk / 303 N Beeline HWY Payson AZ	4/6/17	Served				Phillips
4/6/17	Emergency orders	DO20160333	Gila County Superior	James Wrona	Therese Wrona	James Wrona / 612 S Joy Dr Payson AZ	James Wrona / 612 Joy Dr Payson AZ	4/6/17	Served				McDaniel
4/6/17	Arrest Warrant	J0404CR2014000046	Payson Justice Court	State of Arizona	James Richter	James Ritcher / 369 E Springdale Dr Star Valley AZ	James Ritcher / 369 E Springdale Dr Star Valley AZ	4/17/17	Served				McDaniel
4/7/17	Emergency orders	D02008-0435	Gila County Superior	Jade Berryman	Josua Hollenbeck	Jade Berryman / 401 Laredo St Payson AZ	None	4/7/17	Attempted			124.6	Phillips
4/7/17	Emergency orders	D02008-0435	Gila County Superior	Jade Berryman	Josua Hollenbeck	Jade Berryman / 207 Zurich Dr Payson AZ	None	4/7/17	Attempted				Phillips
4/7/17	Emergency orders	D02008-0435	Gila County Superior	Jade Berryman	Josua Hollenbeck	Jade Berryman / 1504 Lindy Dr Payson AZ	None	4/7/17	Attempted				Phillips
4/10/17	Residential Eviction Action	2017CV193-FD	Payson Justice Court	Kit McGuire	Deborah Checalier	Deborah Chevalier / 206 N Titel St Payson AZ	Deborah Chevalier / 206 N Titel St Payson AZ	4/10/17	Served			52.6	McDaniel
4/10/17	Divorce Packet	DO201700109	Gila County Superior	Janet Kermeen	Stephen Kermeen	Stephen Kermeen / 302 W Aero Dr Payson AZ	None	4/10/17	Attempted				McDaniel
4/10/17	Divorce Packet	DO201700109	Gila County Superior	Janet Kermeen	Stephen Kermeen	Stephen Kermeen 8985 Stageline Rd Payson AZ	Stephen Kermeen 8985 Stageline Rd Payson AZ	4/10/17	Served				McDaniel
4/11/17	Order of Protection	J0404CV2017000194	Payson Justice Court	Protected Information	Richard Carroll	Richard Carroll / 108 W Main St (Jail) Payson AZ	Richard Carroll / 108 W Main St (Jail) Payson AZ	4/11/17	Served			106.2	McDaniel
4/11/17	Injunction Against Harassment	J0404CV2017000195	Payson Justice Court	Protected Information	Thomas Budniack	Thomas Budniack / 807 S Westerly Rd #104 Payson AZ	Thomas Budniack / 807 S Westerly Rd #104 Payson AZ	4/11/17	Served				McDaniel
4/11/17	Writ of Restitution	CV2017-156	Payson Justice Court	Maurnez Apartments	Leila Wilson	Leila Wilson / 110 W Airport Rd #21 Payson AZ	Leila Wilson / 110 W Airport Rd #21 Payson AZ	4/11/17	Served				McDaniel
4/11/17	Subpoena	M0447TR2017015013	Starvalley Municipal Court	State of Arizona	Gregory Smith	Deputy Labonte / 108 W Main St Payson AZ	GCSO Clipboard / 108 W Main St Payson AZ	4/11/17	Served				McDaniel
4/12/17	Criminal Summons	M0444CR2017012128	Payson Magistrate Court	State of Arizona	Cheyane Gore	Cheyane Gore / 105 E Main St #201 Payson AZ	Cheyane Gore / 105 E Main ST #201 Payson AZ	4/12/17	Served			136.8	McDaniel
4/12/17	Criminal Summons	M0444CR2017012126	Payson Magistrate Court	State of Arizona	Francisco Reyes-Nunez	Francisco Reyes-Nunez / 8065 W Barrance Rd Payson AZ	Francisco Reyes-Nunez / 8065 W Barrance Rd Payson AZ	4/12/17	Served				Phillips
4/12/17	Criminal Summons	M0444CR2017012127	Payson Magistrate Court	State of Arizona	Trever Soriano	Trever Soriano / 105 N Parkwood Ln Payson AZ	None	4/12/17	Attempted				Phillips
4/12/17	Criminal Summons	M0444CR2017012127	Payson Magistrate Court	State of Arizona	Trever Soriano	Trever Soriano / 105 N Parkwood Ln Payson AZ	Trever Soriano / 105 N Parkwood Ln Payson AZ	4/12/17	Served				Phillips
4/12/17	Injunction Against Harassment	J0404CV2017000217	Payson Justice Court	Protected Information	Gerald Flake	Gerald Flake / 115 E HWY 260 Payson AZ	None	4/12/17	Attempted				McDaniel
4/12/17	Injunction Against Harassment	J0404CV2017000217	Payson Justice Court	Protected Information	Gerald Flake	Gerald Flake / 903 S Coronado Way Payson AZ	None	4/12/17	Attempted				McDaniel
4/12/17	Injunction Against Harassment	J0404CV2017000217	Payson Justice Court	Protected Information	Gerald Flake	Gerald Flake / 115 E HWY 260 Payson AZ	Gerald Flake / 115 E HWY 260 Payson AZ	4/13/17	Served			152.1	McDaniel
4/13/17	Residential Eviction Action	J04042017CV2013FD	Payson Justice Court	Michael Higgins	Roxanne Murphy & Micael Lloyd	Roxanne Murphy & Michael Lloyd 212 E Phoenix St #2 Payson AZ	Posted & Certified Mailed / 212 E Phoenix St #2 Payson AZ	4/13/17	Served				Phillips
4/13/17	Order to Show Cause	TR2016117003	Hassayampa Justice Court	State of Arizona	Maraiha Carrier	Maraiha Carrier / 8226 W Piedra Rd Payson AZ	Deceased	4/13/17	Attempted				Phillips
4/13/17	Writ of Restitution	2017CV130-FD	Payson Justice Court	Debora Holler	Melissa Howard	Melissa Howard / 190 N Cornerstoneway #9 Payson, AZ	Posted / 190 N Cornerstoneway #9 Payson, AZ	4/13/17	Served				McDaniel
3/31/17	Arrest Warrant	J0404TR2015002839	Payson Justice Court	State of Arizona	Cassandra Nolan	Cassandra Nolan / Time Out Shelter	None	4/13/17	Attempted				Phillips
3/31/17	Arrest Warrant	J0404TR2015002839	Payson Justice Court	State of Arizona	Cassandra Nolan	Cassandra Nolan / 807 W Longhorn Rd Payson, AZ	None	4/13/17	Attempted				Phillips
4/14/17	Child Custody Packet	D0201700108	Gila County Superior	Joni German	Tabatha Glinzak	Tabatha Glinzak / 211 S Houston Creek Rd Payson AZ	None	4/13/17	Attempted				McDaniel
4/14/17	Child Custody Packet	D0201700108	Gila County Superior	Joni German	Tabatha Glinzak	Tabatha Glinzak / 211 S Houston Creek Rd Payson AZ	None	4/13/17	Attempted				McDaniel

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4/14/17	Child Custody Packet	D0201700108	Gila County Superior	Joni German	Tabatha Glinzak	Tabatha Glinzak / 905 S McLane Rd # 9 Payson AZ	Tabatha Glinzak / 100 S Beeline HWY Payson AZ	4/14/17	Served			69.6	McDaniel
4/14/17	Summons & Complaint	2017CV150SC	Payson Justice Court	Verla Dockter	Traci Tallant	Traci Tallant / 600 N Luzern Cir Payson AZ	None	4/14/17	Attempted				McDaniel
4/14/17	Summons & Complaint	2017CV150SC	Payson Justice Court	Verla Dockter	Traci Tallant	Traci Tallant / 600 N Luzern Cir Payson AZ	Traci Tallant / 600 N Luzern Cir Payson AZ	4/14/17	Served				McDaniel
4/14/17	Order of Protection	J0404CV2017000209	Payson Justice Court	Protected Information	Bevon Camp	Bevon Camp / 611 W Colt Cir Payson AZ	None	4/14/17	Attempted				McDaniel
4/14/17	Order of Protection	J0404CV2017000209	Payson Justice Court	Protected Information	Bevon Camp	Bevon Camp / 606 N Beeline HWY Payson AZ	Bevon Camp / 606 N Beeline HWY Payson AZ	4/14/17	Served				McDaniel
4/17/17	Arrest Warrant	J0404TR2015002839	Payson Justice Court	State of Arizona	Cassandra Nolan	Cassandra Nolan / 807 W Longhorn Rd Payson, AZ	Cassandra Nolan / 807 W Longhorn Rd Payson AZ	4/17/17	Served			51.4	McDaniel
4/17/17	Residential Eviction Action	2017CV212-FD	Payson Justice Court	Canal Senior Apartments	Thomas Budniak	Thomas Budniak / 807 S Westerly Rd #104 Payson AZ	Thomas Budniack / 807 S Westerly Rd #104 Payson AZ	4/17/17	Served				McDaniel
4/17/17	Child Support Modification	DO2014-372	Gila County Superior	Kristen Klee Martinez	Ronald G Martinez	Ronald G Martinez / 112 N Pinecrest Payson AZ	Ronald G Martinez / 112 N Pinecrest Payson AZ	4/17/17	Served				McDaniel
4/17/17	Criminal Summons	M0444CR2017012140	Payson Magistrate Court	State of Arizona	Ramon Vega	Ramon Vega / 605 E Wade Ln Payson AZ	Ramon Vega / 605 E Wade Ln Payson AZ	4/17/17	Served				McDaniel
4/18/17	Five Day Notice	None	None	Payson Trailer Ranch	Sean Umphrey	Sean Umphrey / 300 W Bonita St #1 Payson AZ	Sean Umphrey / 400 S Beeline HWY Payson AZ	4/18/17	Served			36.6	McDaniel
4/18/17	Residential Eviction Action	2017CV216FD	Payson Justice Court	Donald Hinds	Marla Haskins	Marla Haskins / 1103 W Crestview Dr Payson AZ	Marla Haskins / 1103 W Crestview Dr Payson AZ	4/18/17	Served				McDaniel
4/19/17	Residential Eviction Action	2017CV217-FD	Payson Justice Court	Eugene Gard	Linda Duller	Linda Duller / 16557N AZ HWY 87 #30 Payson AZ	Linda Duller / 16557N AZ HWY 87 #30 Payson AZ	4/19/17	Served			138.3	Phillips
4/19/17	Response	DO201700081	Gila County Superior	Francisco Felix	Olga Lopez	Francisco Felix / 609 S Colcord Rd #5 Payson AZ	None	4/19/17	Attempted				Phillips
4/19/17	Response	DO201700081	Gila County Superior	Francisco Felix	Olga Lopez	Francisco Felix / 609 S Colcord Rd #5 Payson AZ	Francisco Felix / 601 A Arabian Way Payson AZ	4/19/17	Served				Phillips
4/19/17	Injunction Against Harassment	J0404CV2017000220	Payson Justice Court	Protected Information	James Noack	James Noack / 903 E Granite Dells #53 Payson AZ	None	4/19/17	Attempted				McDaniel
4/19/17	Injunction Against Harassment	J0404CV2017000220	Payson Justice Court	Protected Information	James Noack	James Noack / 1000 W Country Club Payson AZ	James Noack / 1000 W Country Club Payson AZ	4/19/17	Served				McDaniel
4/19/17	Divorce Packet	DO201700120	Gila County Superior	Ralph Hulbert	Susan Hulbert	Susan Hulbert / 498 E Totno Crk Trl Tonto Basin AZ	None	4/19/17	Attempted				Phillips
4/19/17	Divorce Packet	DO201700120	Gila County Superior	Ralph Hulbert	Susan Hulbert	Susan Hulbert / 498 E Totno Crk Trl Tonto Basin AZ	None	4/19/17	Attempted				Phillips
4/19/17	Divorce Packet	DO201700120	Gila County Superior	Ralph Hulbert	Susan Hulbert	Susan Hulbert / 45994 AZ 188 Tonto Basin AZ	Susan Hulbert / 45994 AZ 188 Tonto Basin AZ	4/20/17	Served			291.1	Phillips
4/20/17	Order of Protection	J0404CV2017000222	Payson Justice Court	Protected Information	Michael Healy	Michael Healy / Transient	Michael Healy / 1304 N Beeline HWY #80 Payson AZ	4/20/17	Served				McDaniel
4/20/17	Subpoena	M0444TR2017012148	Payson Magistrate Court	State of Arizona	Officer McAnerny	303 N Beeline Highway Payson AZ	PPD Reception Desk / 303 N Beeline HWY Payson AZ	4/20/17	Served				Phillips
4/20/17	Residential Eviction Action	2017CV217-FD	Payson Justice Court	Eugene Gard	Linda Duller	Linda Duller / 16557N AZ HWY 87 #30 Payson AZ	Linda Duller / 807 S. Ponderosa St. Payson AZ	4/20/17	Served				Phillips
4/20/17	Subpoena Duces Tecum	2016CR279	Payson Justice Court	State of Arizona	Deputy Chagolla	108 W. Main St. Payson, AZ	GCSO Clipboard / 108 W Main St Payson AZ	4/20/17	Served				Phillips
4/21/17	Order to Show Cause	2016TR1641	Payson Regional Courts	State of Arizona	Shannon Merritt	357 Tatum Trail Gisela AZ	Shannon Merritt / 815 S. Beeline Hwy Payson AZ	4/21/17	Served			134.2	McDaniel
4/21/17	Child Custody Packet	DO20080435	Gila County Superior	Jade Berryman	Joshua Hollenbeck	Jade Berryman / 200 Malibu Dr C1 Payson AZ	Posted / 200 E Malibu Dr C1 Payson AZ	4/21/17	Served				McDaniel
4/21/17	Residential Eviction Action	2017CV224FD	Payson Justice Court	Ashton Byrd	Benjamin Carley	Benjamin Carley / 611 W Rim Rd Payson AZ	Benjamin Carley / 807 S Beeline HWY Payson AZ	4/21/17	Served				McDaniel
4/21/17	Injunction Against Harassment	J0404CV2017000223	Payson Justice Court	Protected Information	Bill McCume	Bill McCume / 3933 E HWY 260 #202 Star Valley AZ	Bill McCume / 3933 E HWY 260 #202 Star Valley AZ	4/21/17	Served				McDaniel
4/21/17	Notice to Appear; Petition	JV201700079	Gila County Superior	State of Arizona	Protected Information	Abigail Ehmer / 445 S Valley View Rd Gisela AZ	Abigail Ehmer / 445 S Valley View Rd Gisela AZ	4/21/17	Served				Phillips
4/21/17	Notice to Appear; Petition	JV201700079	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	4/21/17	Served				Phillips
4/21/17	Notice to Appear; Petition	JV201700078	Gila County Superior	State of Arizona	Protected Information	Protected Information	Protected Information	4/21/17	Served				Phillips

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4/21/17	Notice to Appear; Petition	JV201700078	Gila County Superior	State of Arizona	Protected Information	Patricia Melchi / 177 N Helen Dr Payson AZ	Patricia Melchi / 108 W Main St Payson AZ	4/21/17	Served				McDaniel
4/21/17	Notice to Appear; Petition	JV201700082	Gila County Superior	State of Arizona	Protected Information	Protected Information	None	4/21/17	Attempted				McDaniel
4/21/17	Notice to Appear; Petition	JV201700082	Gila County Superior	State of Arizona	Protected Information	Carol Chamberlin / 1107 S McLane Rd #25 Payson AZ	None	4/21/17	Attempted				McDaniel
4/21/17	Divorce Packet	DO201700087	Navajo County Superior	Lee Chaney	Lynne Wallis	Lynne Wallis / 2805 W Palmer Dr Payson AZ	None	4/21/17	Attempted				McDaniel
4/21/17	Order of Protection	DO201700125	Gila County Superior	Protected Information	Susan Hulbert	Susan Hulbert / 498 E Totno Crk Trl Tonto Basin AZ	Susan Hulbert / 498 E Totno Crk Trl Tonto Basin AZ	4/21/17	Served				Phillips
4/21/17	Divorce Packet	DO201700087	Navajo County Superior	Lee Chaney	Lynne Wallis	Lynne Wallis / 2805 W Palmer Dr Payson AZ	Lynne Wallis / 2805 W Palmer Dr Payson AZ	4/24/17	Served			76	McDaniel
4/24/17	Summons & Complaint	2017CV188UN	Payson Justice Court	LVNV Funding LLC	Pamela Newman & John Doe	Pamela Newman & John Doe 608 W Johnson DR Payson AZ	None	4/24/17	Attempted				McDaniel
4/24/17	Summons & Complaint	2017CV188UN	Payson Justice Court	LVNV Funding LLC	Pamela Newman & John Doe	Pamela Newman & John Doe 608 W Johnson DR Payson AZ	Pamela Newman / 200 W Frontier Suite U Payson AZ	4/24/17	Served				McDaniel
4/24/17	Writ of Garnishment (Non-Earnings)	CC2010477658	Moon Valley Justice	Discover Bank	Marianne Trehey & John Doe	BBVA Compass Bank N.A. / 613 S Beeline HWY Payson AZ	Peggy Cline / 613 S Beeline HWY Payson AZ	4/24/17	Served				McDaniel
4/24/17	Order to Show Cause	2016CR12114	Payson Magistrate Court	State of Arizona	Leah Cristenson	Leah Cristenson / 119 N Tonto Creek Payson AZ	None	4/24/17	Attempted				McDaniel
4/24/17	Order to Show Cause	2016CR12114	Payson Magistrate Court	State of Arizona	Leah Cristenson	Leah Cristenson / 324 E Garrels Dr Payson AZ	Leah Cristenson / 200 Block of Juniper Payson AZ	4/24/17	Served				McDaniel
4/24/17	Order of Protection	J0404CV2017000225	Payson Justice Court	Protected Information	Jennifer Barker	Jennifer Barker / 807 S Ponderosa Payson AZ	Jennifer Baker / 807 S Ponderosa Payson AZ	4/24/17	Served				McDaniel
4/24/17	Criminal Summons	M0444CR2017012151	Payson Magistrate Court	State of Arizona	Monty Wilson	Monty Wilson / 307 S Bassett Payson AZ	None	4/24/17	Attempted				McDaniel
4/24/17	Criminal Summons	M0444CR2017012151	Payson Magistrate Court	State of Arizona	Monty Wilson	Monty Wilson / 505 S Beeline HWY Payson AZ	None	4/24/17	Attempted				McDaniel
4/24/17	Criminal Summons	M0444CR2017012151	Payson Magistrate Court	State of Arizona	Monty Wilson	Monty Wilson / 602 S Colcord #7 Payson AZ	None	4/24/17	Attempted				McDaniel
4/24/17	Criminal Summons	M0444CR2017012151	Payson Magistrate Court	State of Arizona	Monty Wilson	Monty Wilson / 401 E HWY 260 Payson AZ	Monty Wilson / 401 E HWY 260 Payson AZ	4/24/17	Served				McDaniel
4/24/17	Order to Show Cause	2014CR355	Payson Justice Court	State of Arizona	Joseph Hendy	Joseph Hendy / 322 E Cedar Mill Rd Star Valley AZ	None	4/24/17	Attempted				McDaniel
4/24/17	Order to Show Cause	2014CR355	Payson Justice Court	State of Arizona	Joseph Hendy	Joseph Hendy / 307 Acorn Trl Star Valley AZ	Joseph Hendy / 307 Acorn Trl Star Valley AZ	4/24/17	Served				McDaniel
4/25/17	Criminal Summons	CR2017-008	Gila County Superior	State of Arizona	Traci Umbenhauer	Traci Umbenhauer / 603 S Ponderosa St Payson AZ	Traci Umbenhauer / 603 S Ponderosa St Payson AZ	4/25/17	Served			52.3	McDaniel
4/25/17	Criminal Summons	CR2017-099	Gila County Superior	State of Arizona	Madeline Coberly	Madeline Coberly / 3655 E HWY 260 #17 Star Valley AZ	None	4/25/17	Attempted				McDaniel
4/25/17	Order of Protection	J0404CV2017000236	Payson Justice Court	Protected Information	Julie Ohlinger	Julie Ohlinger / 809 S Ridgeway St Payson AZ	Julie Ohlinger / 809 S Ridgeway St Payson AZ	4/25/17	Served				McDaniel
4/25/17	Order of Protection	J0404CV2017000233	Payson Justice Court	Protected Information	Mark Viggiani	Mark Viggiani / 1006 N Easy St Payson AZ	None	4/26/17	Attempted			133.6	Phillips
4/25/17	Order of Protection	J0404CV2017000233	Payson Justice Court	Protected Information	Mark Viggiani	Mark Viggiani / 1006 N Easy St Payson AZ	Mark Viggiani / 606 N Beeline HWY Payson AZ	4/26/17	Served				McDaniel
4/26/17	Notice of Supervening Indictment	CR2017-169	Gila County Superior	State of Arizona	Richard Carroll	Richard Carroll / 3933 E AZ HWY 260 #115 Star Valley AZ	None	4/26/17	Attempted				Phillips
4/26/17	Notice of Supervening Indictment	CR2017-169	Gila County Superior	State of Arizona	Richard Carroll	Richard Carroll / Unknown	Richard Carroll / 2010 N Beeline HWY Star Valley	4/26/17	Served				McDaniel
4/26/17	Subpoena	M0444TR2017012147	Payson Magistrate Court	State of Arizona	Casey Johnson	Officer Lee / 303 N Beeline HWY Payson AZ	PPD Reception Desk / 303 N Beeline HWY Payson AZ	4/26/17	Served				McDaniel
4/26/17	Subpoena	M0444TR2017012191	Payson Magistrate Court	State of Arizona	Eric Sutherland	Officer Meza / 303 N Beeline HWY Payson AZ	PPD Reception Desk / 303 N Beeline HWY Payson AZ	4/26/17	Served				McDaniel
4/26/17	Hearing Order Prior to Injunction Against Harassment	J0404CV2017000234	Payson Justice Court	Protected Information	Gordon Black	Gordon Black / 714 S Beeline HWY Payson AZ	Gordon Black / 714 S Beeline HWY Payson AZ	4/26/17	Served				McDaniel
4/26/17	Hearing Order Prior to Injunction Against Harassment	J0404CV2017000235	Payson Justice Court	Protected Information	Betty Fulks	Betty Fulks / 714 S Beeline HWY Payson AZ	Betty Fulks / 714 S Beeline Hwy Payson AZ	4/26/17	Served				McDaniel

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4/26/17	Hearing Order Prior to Injunction Against Harassment	J0404CV2017000238	Payson Justice Court	Protected Information	Larry Maniag	Larry Maniag / 201 S Thomas Lane Payson AZ	Larry Manaig / 201 S Thomas Lane Payson AZ	4/26/17	Served				McDaniel
4/26/17	Hearing Order Prior to Injunction Against Harassment	J0404CV2017000239	Payson Justice Court	Protected Information	Larry Maniag	Larry Maniag / 201 S Thomas Lane Payson AZ	Larry Manaig / 201 S Thomas Lane Payson AZ	4/26/17	Served				McDaniel
4/27/17	Civil Citation & Complaint	CE16-031	Payson Magistrate Court	City of Payson	Vincent Hulings	Vincent Hulings / 202 W Pinon Cir Payson AZ	None	4/27/17	Attempted			126.2	McDaniel
4/27/17	Civil Citation & Complaint	CE16-031	Payson Magistrate Court	City of Payson	Vincent Hulings	Vincent Hulings / 202 W Pinon Cir Payson AZ	Vincent Hulings / 714 S Beeline HWY Payson AZ	4/27/17	Served				McDaniel
4/27/17	Arrest Warrant	J0404TR2017000320	Payson Justice Court	State of Arizona	Tyler Schwartzbauer	Tyler Schwartzbauer / 8182 W Barranca Rd Payson AZ	None	4/27/17	Attempted				McDaniel
4/27/17	Arrest Warrant	J0404TR2017000320	Payson Justice Court	State of Arizona	Tyler Schwartzbauer	Tyler Schwartzbauer / 7708 Toya Vista Payson AZ	None	4/27/17	Attempted				McDaniel
4/27/17	Arrest Warrant	J0404TR2017000320	Payson Justice Court	State of Arizona	Tyler Schwartzbauer	Tyler Schwartzbauer / 7977 Apple Hill Payson AZ	None	4/27/17	Attempted				McDaniel
4/27/17	Arrest Warrant	J0404CR2013000267	Payson Justice Court	State of Arizona	Levi Wallace	Levi Wallace / 600 N McLane Rd Payonn AZ	None	4/27/17	Attempted				McDaniel
4/27/17	Arrest Warrant	M0444CR2016012019	Payson Magistrate Court	State of Arizona	Wess Looney	Wess Looney / 407 E Juniper St Payson AZ	None	4/27/17	Attempted				Phillips

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

GILA COUNTY TREASURER
RECEIVED
119995 MAY-1-E

DATE May 1, 2017

GRANT # _____

DEPOSIT TO FUND Multiple Accounts FUND # _____

REMITTING DEPT Payson Pregional Constable # 324

SERVICE RENDERED Fees collected for April 2017

Account Code	Revenue Description	Amount	
T9162061	CESTB Writ fee	15	00
1005.324.3405.80	Service Fees	346.00	T.T.
	CASH	361	00
	checks	911	68
		1272	68

Authorized Signature Virginia Pierce Title Constable Clerk

SUMMARY OF DEPOSIT

Currency	361.00
Coins	
Checks	911.68
Total	1,272.68

1@ 100.00 = 100.00
1@ 50.00 = 50.00
9@ 20.00 = 180.00
2@ 10.00 = 20.00
2@ 5.00 = 10.00
1@ 1.00 = 1.00
361.00

TREASURER By D Davanzo Date 5/1/17

98457

ORIGINATING OFFICE

ARF-4343 **Consent Agenda Item 4. I.**

Regular BOS Meeting

Meeting Date: 05/23/2017

Reporting Period: May 9, 2017

Submitted By: Marian Sheppard, Clerk of the Board

Information

Subject

May 9, 2017, Board of Supervisors' Meeting Minutes

Suggested Motion

Approval of the May 9, 2017, Board of Supervisors' meeting minutes.

Attachments

BOS 05-09-17 Meeting Minutes

BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA

Date: May 9, 2017

TOMMIE C. MARTIN Chairman	**MARIAN E. SHEPPARD** Clerk of the Board
TIM R. HUMPHREY Vice-Chairman	By: Marian Sheppard Clerk of the Board
WOODY CLINE Member	Gila County Courthouse Globe, Arizona

PRESENT: Tommie C. Martin; Chairman (via ITV); Tim R. Humphrey, Vice-Chairman; Woody Cline, Member; John Nelson, County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Marian E. Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk.

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

Chairman Martin called the regular session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Tim Humphrey led the Pledge of Allegiance and Pastor Dave Barber of Star Valley Baptist Church delivered the invocation.

Item 2 – PRESENTATIONS:

A. Presentation of the 2017 Gila County Teacher of the Year Award to Andrew Fiala by Roy A. Sandoval, Gila County School Superintendent.

Mr. Sandoval advised that the Teacher of the Year Program was initiated in 2011. He then read aloud the criteria that are considered when selecting a teacher for this award. A teacher may be nominated by other educators, administrator, parent or member of the community. Mr. Fiala currently teaches science, introduction to chemistry and physics, and other classes at Payson High School. Mr. Sandoval presented Mr. Fiala with a plaque and check in the amount of $500. Mr. Fiala stated that he feels blessed to be in this community and to be recognized for this award.

B. Presentation of the 2016 Annual Report for the Gila County Sheriff's Office.

Sheriff J. Adam Shepherd advised that one of his goals when first being elected as Sheriff was to compile an annual report which outlined all of the activities

within the Sheriff's Office during the previous year. He asked Sarah White, Chief Administrative Officer, to proceed with the presentation. Ms. White advised that this is the fourth year for the presentation of the Sheriff's Office Annual Report. Her presentation included a review of the activities and statistics of the Administration Bureau; Patrol Bureau; Detention Bureau; Communications; Drug, Gang and Violent Crimes Task Force; K-9s in service; employee training; volunteer programs; a list of names of military veteran employees and volunteers; and community programs and services. Each Board member thanked Sheriff Shepherd and Ms. White for the presentation of the 2016 Annual Report.

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt Resolution No. 17-05-04 granting the renewal of a water services franchise to Arizona Water Company for an additional 25 years.

Marian Sheppard, Clerk of the Board, advised that earlier this year the Board of Supervisors adopted a resolution which established guidelines related to public utility franchise applications. She further advised that on April 4, 2017, the Board accepted an application from Arizona Water Company to renew its franchise with Gila County for an additional 25 years, and authorized the publication of a notice to inform the public regarding the Board's intent to grant the franchise on this date. She informed the Board of the statutory requirement to publish the notice in the official County newspaper for 3 consecutive weeks prior to this meeting, which was done. Ms. Sheppard stated that the application was reviewed by Jefferson Dalton, Chief Deputy County Attorney, Civil Bureau Chief; Steve Sanders, Public Works Division Director; and herself. She acknowledged the efforts of Mr. Dalton and Robert Spear, general counsel for Arizona Water Company, for their efforts in developing a comprehensive franchise agreement document that will be used today and into the future. Vice-Chairman Humphrey thanked those involved in the application review process. Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously adopted Resolution No. 17-05-04. **(A copy of the resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

B. Information/Discussion/Action to consider a funding request by The Industrial Development Authority of the County of Gila, Arizona on behalf of the Rim Country Broadband Consortium in the amount of $30,000 that will be used toward hiring a broadband consultant who will focus on broadband issues in northern Gila County.

Sandy Palmer, Manager of the Industrial Development Authority of the County of Gila (IDA), asked Bobby Davis to address the Board. Mr. Davis advised that Kelly Riggs, Gila County Information Technology Director, was not in

attendance today to present some detailed information with regard to broadband. Mr. Davis advised that the Rim Country Broadband Consortium was formed in October 2015 as a result of 3 outages in a period of just over one year. He proceeded to review some of the recent activities of the Consortium to provide increased broadband coverage in the Rim County, which is in northern Gila County. He stated that there is a 14 mile stretch of highway that needs to be completed so there is broadband coverage; it is on Highway 260 from Colcord Road to Forest Lakes. The Consortium has been working with Greg Freestat, who has volunteered his time in working on this effort. Mr. Davis stated that the goal is to bridge Century Link to the west and Frontier Communications to the east and provide both the resiliency of the networks in case of an outage. The Consortium needs to evaluate the third fiber option form State Route 87 to Fountain Hills. Mr. Davis stated that the Consortium has been working for the last one and one-half years with various organizations such as Arizona Public Service Company (APS). The Consortium has also been communicating with various legislators to secure funding from the state and federal government, and it meets on a regular basis with representatives of Apache County and Navajo County. He advised that the Consortium did not apply for a grant through the Arizona Commerce Authority in the amount of $250K nor did it apply for a Community Connect Grant in the amount of $3.5M through the United States Department of Agriculture, Rural Development because the Consortium was unable to provide required key information such as infrastructure mapping, equipment inventory, project costs and a master design strategy divided into separate phases. Mr. Davis iterated the need to hire a broadband consultant who could spearhead the effort to secure funding for the proposed projects.

Supervisor Cline asked Mr. Davis the expected period of time that a consultant would be needed and Vice-Chairman Humphrey asked if a call for bids had been issued to select a consultant to which Mr. Davis replied that a call for bids has not been issued because Jim Sims has been working with him for the past one and one-half years as a non-paid consultant. He stated, “That is not to say we would go with him. Jim has volunteered his time and his money to this effort so we would definitely consider him.” Mr. Davis expects that the Consortium would need to hire a consultant for approximately 6 months. Chairman Martin commented that the problem is that those involved are dealing with a company that would not have a return on its investment. She advised that Vice-Chairman Humphrey will be attending meetings in Washington, D.C. in the near future so it would be beneficial if the “story” regarding this issue could be told to Congressmen. Mr. Davis replied that he could put together a fact sheet for Vice-Chairman Humphrey to take to Washington and for the other Board members. Cliff Potts, a citizen of Payson, is in agreement that there needs to be strong links in and out of the community, but he also wants strong links within the community. James (Max) Feezor, a citizen of Payson, commented that he recently attended an Arizona Corporation Commission meeting and stated, “Our town was one of the

huge successes according to Century Link. They did not improve and they robbed everyone else downstream. During the day my Internet is useless. It is not only the fiber, but it is the structure for handling that we need to have. Nothing has been done in 10 years."

Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief, stated, "The County Attorney's Office has not yet received any paperwork to approve, but at some point we need to see if there is statutory authority to be involved in this area." James Menlove, Finance Director, stated, "As long as I have been with Gila County there is not an inventory of assets for economic development such as good Internet. We are short on that. As part of this whole process to allocate dollars, this is typically included in the budget process to be included for the 2017-2018 budget. The IDA should submit a formal request for these dollars to be included in the upcoming County budget. This would be applicable to the next agenda item as well." Vice-Chairman Humphrey moved to consider this funding request during the County's regular fiscal year 2017-2018 budget process, which was seconded by Supervisor Cline and unanimously agreed to by the Board. No Board action was taken on this specific funding request.

C. Information/Discussion/Action to consider a funding request by The Industrial Development Authority of the County of Gila, Arizona (IDA) in the amount of $50,000 that will be used for administrative costs and grant match funding requirements associated with various IDA projects/efforts to enhance the health and welfare of Gila County citizens.

Ms. Palmer introduced Fred Barcon, Vice-President of the IDA Board of Directors. Mr. Barcon advised that the IDA is committed to expanding economic development and business enterprise for Gila County and its primary mission is to secure resources. He advised that historically, the IDA has been self-funded; however, those funds are running out, so that is the reason funding requests are being presented to the County. Ms. Palmer proceeded to present a brief PowerPoint presentation of the various efforts being made by the IDA on proposed projects and grant opportunities that would benefit the citizens of Gila County. At the conclusion of her presentation, Supervisor Cline advised that a lot of information had been presented today. He suggested that a future Board work session should be scheduled to begin presenting proposed projects; one project at a time.

Vice-Chairman Humphrey moved to consider this funding request during the County's regular fiscal year 2017-2018 budget process, which was seconded by Supervisor Cline and unanimously agreed to by the Board. No Board action was taken on this specific funding request.

Chairman Martin thanked Ms. Palmer for the presentation.

D. Information/Discussion/Action to approve Intergovernmental Agreement No. 2017-01 between the Gila County Sheriff's Office and the National Park Service for law enforcement assistance at the Tonto National Monument for a performance period of four years after the date of final signature.

Sheriff Shepherd advised that this Intergovernmental Agreement (IGA) was previously presented to the Board on April 18, 2017. The Board voted unanimously to table this item to today's meeting at the Sheriff's request to allow time to correct the legal description contained in the IGA. Sheriff Shepherd advised that his Office was contacted by the Superintendent of the Tonto National Monument requesting assistance with law enforcement services at the Tonto National Monument. Currently, the Tonto National Monument does not have a law enforcement officer stationed at the Monument. If an officer is needed at the Tonto National Monument, he/she would be required to come from Montezuma Castle. He proceeded to provide some information on the Tonto National Monument. Sheriff Shepherd stated, "This agreement makes a smooth legal path for us to be out there; not just for criminal activity, but also search and rescue or other civil activity." Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously approved IGA No. 2017-01.

E. Information/Discussion/Action to adopt Resolution No. 17-05-03 dissolving the Canyon River Ranch Domestic Water Improvement District in accordance with Arizona Revised Statute §48-264.

Eric Mariscal, Elections Director, stated that this resolution is being presented for adoption to dissolve the Canyon River Ranch Domestic Water Improvement District to render it as a non-functioning district. For the record, another related resolution was presented to the Board at its April 4, 2017, meeting. After discussion, the Board tabled any action on the item to allow Mr. Mariscal to gather more information and report back to the Board. Mr. Mariscal advised that since the time he last met with the Board, he consulted with a water attorney and did some other research. He learned that the District could be dissolved pursuant to Arizona Revised Statute §48-264.

Vice-Chairman Humphrey thanked Mr. Mariscal for all of his work on this item and he proceeded to make a motion to adopt Resolution No. 17-05-03, which was seconded by Supervisor Cline. Before the vote was taken, Mr. Dalton advised that the motion needed to state that the District is being dissolved because of "no future business and no current indebtedness." Chairman Martin revised the motion to include the added language as stated by Mr. Dalton. Supervisor Cline seconded the motion which was unanimously approved by the Board. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

F. Information/Discussion/Action to review all bids submitted for Request for Proposals No. 100616-Pharmacy Services for Gila County Detention Medical; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid.

Mr. Menlove advised that the County had never previously issued a request for proposals for prescription and over-the-counter medication. Two bids were submitted in response to Request for Proposals No. 100616. Ms. White advised that providing pharmacy services to the jail inmates is a considerable cost to the County. She recommended that a contract be awarded to Westwood Pharmacy, which was the low bidder. Ms. White added that based on Westwood Pharmacy's price list, the County may save up to 42%. Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously awarded a contract to Westwood Pharmacy in response to Request for Proposals No. 100616.

G. Information/Discussion/Action to approve the Superior Court's submission of a fiscal year 2018 Field Trainer Grant Application to the Court Services Division, Administrative Office of the Courts, in the amount of $25,000.

Jonathan Bearup, Superior Court Administrator, advised that earlier this year during budget discussions, the Superior Court agreed to exchange a vacant Administrative Assistant position for this Field Trainer position. He stated that the Field Trainer program is a cooperative endeavor between the Administrative Office of the Courts (AOC) and County trial courts. A Field Trainer is a full time, co-funded position designed to provide field support and training to various courts. The Field Trainer acts as a liaison with the AOC and delivers specific pertinent information to court managers and staff about forthcoming automation initiatives and projects. He added that if this grant is awarded along with funds budgeted for this position; it will result in a slight cost savings to the County. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved the Superior Court's submission of the fiscal year 2018 Field Trainer Grant Application to the Court Services Division, Administrative Office of the Courts, in the amount of $25,000.

H. Information/Discussion/Action to adopt Resolution No. 17-05-01 which authorizes the execution of Amendment No. One to an Intergovernmental Agreement (IGA/JPA 16-0005916-I) between Gila County and the State of Arizona, Department of Transportation, for the additional 5.7% match totaling $12,331 required for the scoping and design phase of the bridge replacement project on Colcord Road over Gordon Canyon east of Payson in Gila County.

Steve Sanders, Public Works Division Director, advised that previously the Board adopted a resolution authorizing the approval of this Intergovernmental Agreement to replace the bridge on Colcord Road over Gordon Canyon. Upon approval of that agreement, Gila County paid the Arizona Department of Transportation (ADOT) $6,054, which was the County's 5.7% match for the scoping and design. ADOT has since added an additional $204,000 for scoping and design. This additional amount requires a 5.7% Gila County match totaling $12,331. Mr. Sanders believes that this additional scoping and design is in the best interest of Gila County. Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously adopted Resolution No. 17-05-01. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

I. Information/Discussion/Action to adopt Resolution No. 17-05-02 to increase the speed limit on Stagecoach Trail and Roosevelt Estates Road from 25 MPH to 30 MPH.

Mr. Sanders advised that a citizen requested this speed limit change. A speed study was conducted, and the County's consultant has concluded that the speed may be increased. In order to implement the change, a resolution needs to be adopted by the Board. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board adopted Resolution No. 17-05-02. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

J. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 021517-Copper Region Chip Seal Project; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid.

Mr. Menlove stated that all items related to Invitation for Bids (IFB) No. 021517 went through County procurement procedures and a vendor is being recommended according to that process. Mr. Sanders advised that the County received 2 bids to chip seal 2 miles of road. Pima Paving, Inc. was the low bidder at a cost not to exceed $75,700.12. Per the Time of Completion provision in the IFB, work shall be completed within 50 calendar days from the commencement date on the Notice to Proceed. Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously awarded a contract to Pima Paving, Inc. in response to IFB No. 021517.

K. Information/Discussion/Action to review all bids submitted for Invitation for bids No. 021317-1-Timber Region Chip Seal Project; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid.

Mr. Sanders advised that the County received 3 bids to chip seal 16.4 miles of road. Pima Paving, Inc. was the low bidder at a cost not to exceed $562,683.71. Per the Time of Completion provision in the IFB, work shall be completed within 60 calendar days from the commencement date on the Notice to Proceed. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously awarded a contract to Pima Paving, Inc. in response to IFB No. 021317-1.

L. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 042417 for the purchase of bulk fuel and lubricants to be used by the Gila County Fleet/Fuel Management Department.

Mr. Sanders advised that the current contract expires on June 23, 2017. He assured the Board that these bid specifications mirror that of previous bid specifications for these products except that a few more sites were added so the vendor can choose which site to pick up the fuel. All bids are based on OPIC (Oil Price Information Service) pricing guidelines. Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously authorized the advertisement of Invitation for Bids No. 042417.

M. Information/Discussion/Action to approve a Road Project Agreement (FS Agreement No. 17-RO-11031200-016) between Gila County and the USDA, Forest Service, Tonto National Forest for reconstruction of Baker Ranch Road using $250,000 of Eastern Arizona Counties Resource Advisory Council (RAC) funds.

Mr. Sanders advised that Gila County was granted $250,000 to be used to mill and replace approximately 1 mile of Baker Ranch Road pavement. The project will begin at the intersection of Baker Ranch and Zachariae Ranch Road and continue west for approximately 1 mile. The total project may cost $400,962 since the soil must be stabilized prior to laying AB and paving. The balance of the contract dollar amount will come from the Gila County Half-Cent Transportation Excise Tax Fund. The Baker Ranch Road Project is not on federal land. It is on County ROW (right of way). The guidelines state the primary location for projects is on federal land; however, projects can be on non-federal lands within Gila County where projects benefit the national forests. Baker Ranch Road provides access to thousands of acres of the Tonto National Forest. On August 29, 2016, a Modification of Agreement No. 14-RO-11031200-030 was signed by the Forest Service approving the Baker Ranch Road to be included under the Cooperator Agreement. Baker Ranch Road is in the Young community and the road is listed as a priority #3 in the 2014 Gila County Transportation Study. The paving contract will be bid and Mr. Sanders stated that Public Works personnel will ensure that the federal guidelines are followed for this project.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved the Road Project Agreement (FS Agreement No. 17-RO-11031200-016).

N. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-07-020 and, if accepted, authorize the Chairman's signature on the Quit Claim Deed.

Marian Sheppard, Clerk of the Board, advised that in 2016, the Gila County Treasurer deeded this parcel to the State of Arizona, which is in care of the Board of Supervisors. It was advertised to be sold at the Board's annual property tax sale; however, it was not sold so it is still available for purchase. Ms. Sheppard stated that the property address for this parcel is 664 N. Utah Avenue, Hayden. The property contains a foundation and remains of a house that was burned to the ground due to arson. An owner of adjoining property has expressed an interest in purchasing this property; however, she is requesting to purchase the property for less than the lien amount which is $2,690.77 as it will be very costly to remove the remains of the house. Ms. Sheppard stated that the Board previously adopted a resolution which allows the Board to waive the requirement to sell the property for no less than the total lien amount if a condition warrants selling a parcel at a lesser price. Chairman Martin asked Ms. Sheppard to open the sealed envelope, which was done. Ms. Sheppard stated that Rosalinda Lopez submitted a bid in the amount of $100 to purchase the subject property. Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously accepted a bid from Rosalinda Lopez in the amount of $100 for the purchase of Assessor's tax parcel number 101-07-020, and authorized the Chairman's signature on the Quit Claim Deed.

O. Information/Discussion/Action to authorize the Chairman's signature on a comment letter to be submitted to Senator Jeff Flake and included in the official record of the Energy and Natural Resources Committee, which respectfully requests full funding to the federal Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS) programs for fiscal year 2017 and into the future.

Jacque Sanders, Assistant County Manager/Librarian, advised that the letter being presented to the Board of Supervisors for signature is to formally request the United States Congress to provide full mandatory funding for the PILT and SRS programs for counties within which federal lands are located, but are unavailable for economic development or taxation, to assist the counties with the costs of providing vital services, such as law enforcement, search and rescue, emergency services, road construction and maintenance, and other community services upon those federal lands. Ms. Sanders advised that Senator Jeff Flake sits on the Energy and Natural Resources Committee which recently held a hearing on PILT and SRS. The record for the hearing will remain

open for two weeks to allow for comments to be received and read into the official record. Submitting the letter to Senator Jeff Flake will ensure that the position of the Gila County Board of Supervisors will be included in the official record of the PILT and SRS hearing. Upon motion by Supervisor Cline, seconded by Vice-Chairman Humphrey, the Board unanimously authorized the Chairman's signature on the comment letter that is attached to this agenda item.

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

A. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 301-18-085 to Mark E. Lines.

B. Authorization of the Chairman's signature on the Civil Rights Certification (form HUD-50077-CR), which will be submitted to the U.S. Department of Housing and Urban Development by the Gila County Public Housing Authority (PHA) as it relates to the 5-Year/Annual PHA Plan for the Gila County PHA for fiscal year 2017.

C. Approval of Amendment No. 5 to an Intergovernmental Agreement (Contract No. ADES15-089113) between the Arizona Department of Economic Security and Gila County Division of Community Services, Community Action Program, revising the Itemized Service Budget for Case Management and Community Services whereby the cumulative reimbursement ceiling has been set to $436,408 for the period of July 1, 2017, through June 30, 2018.

D. Approval of Amendment No. 3 to Request for Qualified Vendor Agreement No. DDD 710000 between the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), and Gila County d/b/a Gila County Employment and Special Training Department to allow for the continued provision of DDD services to eligible residents of Gila County, and remain in compliance with federal and state regulations and provisions of the Qualified Vendor Agreement.

E. Acknowledgment of the March 2017 monthly activity report submitted by the Recorder's Office.

F. Approval of the April 18, 2017, and April 25, 2017, Board of Supervisors' meeting minutes.

G. Acknowledgment of the Human Resources reports for the weeks of April 4, 2017, April 11, 2017, April 18, 2017, and April 25, 2017.

APRIL 4, 2017

DEPARTURES:
1. George Hernandez – Public Works – Building Maintenance Technician Senior – 04/04/17 – Facilities Management Fund – DOH 10/07/02

NEW HIRES:
2. Raymond Fulton – Sheriff's Office – PT Special Investigator(.48) – 04/10/17 – General Fund – Replacing Howard Shapiro
3. Christina Hext – Assessor's Office – Provisional Appraiser – 04/10/17 – General Fund – Replacing Mark De Los Reyes
4. Elsa Bobier – Community Services – Administrative Clerk Senior – 04/13/17 – CAP Fund – Replacing Karla Fandrich
5. Diana Kanon – County Attorney's Office – Deputy County Attorney – 04/11/17 – General Fund – Replacing Matthew Greve

END PROBATIONARY PERIOD:
6. Dennis Kroeger – Public Works – Construction Project Manager – 04/10/17 – Public Works Fund
7. Rochelle Madrid – Public Works – PT Custodian(.85) – 04/17/17 – Facilities Management Fund
8. Donald Riggins – Public Works – Building Maintenance Technician – 04/17/17 – Facilities Management Fund
9. Forrest Bennett – Computer Services – IT Systems Administrator – 03/12/17 – General Fund

DEPARTMENTAL TRANSFERS:
10. Rebecca Taylor – Public Works – From Custodian – To Custodian Lead – 04/10/17 – Facilities Management Fund – Replacing Cynthia Gonzales

REQUEST TO POST:
11. Public Works – Road Maintenance and Equipment Operator Senior – Vacated by Ray Carpenter
12. Public Works – Building Maintenance Technician Senior – Vacated by George Hernandez

APRIL 11, 2017

DEPARTURES:
1. Patricia Clark – Treasurer's Office – Temporary Treasurer Services Assistant – 05/27/16 – General Fund – DOH 04/20/15
2. Lacey Mata – Probation – Juvenile Detention Officer – 04/13/17 – General Fund – DOH 01/19/15
3. Brian Whitney – Health and Emergency Services – Emergency Management Communication Coordinator – 04/03/17 – General Fund – DOH 07/20/15
4. Michael Huckeby – Public Works – Road Maintenance and Equipment Operator – 04/13/17 – Public Works Fund – DOH 02/21/17

NEW HIRES:
5. Robert Hext – Public Works – Road Maintenance and Equipment Operator – 04/17/17 – Public Works Fund – Replacing Justin Newby

TEMPORARY HIRES TO COUNTY SERVICES:
6. Susan Williams – Globe Justice Court – Temporary Justice Court Clerk – 04/17/17 – General Fund

END PROBATIONARY PERIOD:
7. W. James Menlove – Finance – Finance Director – 04/30/17 – General Fund

DEPARTMENTAL TRANSFERS:
8. David O'Brien – Public Works – From Vehicle and Equipment Mechanic – To Vehicle and Equipment Mechanic Senior – 04/17/17 – Public Works Fund – Replacing Bruce Tanner
9. Austin Livingood – Public Works – From Road Maintenance Worker – To Road Maintenance and Equipment Operator – 04/17/17 – Public Works Fund – Replacing Joel McDaniel

REQUEST TO POST:
10. Public Works – Road Maintenance Worker – Vacated by Austin Livingood
11. County Attorney's Office – Legal Secretary Senior – Vacated by Christian Leos

APRIL 18, 2017

DEPARTURES:
1. Roshanda Cody – Library District – Early Literacy Program Coordinator – 04/21/17 – Library District Grants Fund – DOH 07/01/16

2. Travis Mills – Sheriff's Office – Detention Officer – 04/11/17 – General Fund – DOH 02/13/17

NEW HIRES:
3. Rachel Wright – Clerk of Superior Court – Part-Time Court Clerk – 04/24/17 – General Fund – Replacing Rachel Wright

END PROBATIONARY PERIOD:
4. Nicholas Montague – School Superintendent's Office – Chief Deputy School Superintendent – 04/18/17 – General Fund
5. Shealene Loya – Recorder's Office – Office Supervisor – 05/22/17 – General Fund
6. Christine Lopez – School Superintendent's Office – Administrative Assistant – 05/15/17 – General Fund
7. Emily Leverance – Superior Court – CASA Coordinator – 05/02/17 – CASA Fund
8. Charlotte Williams - Recorder's Office – Chief Deputy Recorder – 04/30/17 – General Fund

DEPARTMENTAL TRANSFERS:
9. Scott Warren – Public Works – From Land Surveyor – To Survey Supervisor – 04/24/17 – Public Works Fund – Replacing Kenneth Doss
REQUEST TO POST:
10. Public Works – Fleet and Fuel Supervisor – Vacated by John Root
11. Public Works – Land Surveyor – Vacated by Scott Warren
12. Library District – Early Literacy Program Coordinator – Vacated by Roshanda Cody
13. Health and Emergency Services – Emergency Management Coordinator – Vacated by B. Todd Whitney

APRIL 25, 2017

DEPARTURES:
1. Ronald Hanse – Sheriff's Office – Deputy Sheriff – 05/22/17 – General Fund – DOH 12/10/12
2. Eoghan Miller – County Attorney's Office – Deputy County Attorney – 04/28/17 – General Fund – DOH 04/04/16
3. Christian Leos – County Attorney's Office – Legal Secretary Senior – 04/14/17 – Diversion Program CA Fund – DOH 11/04/13

NEW HIRES:
4. Nicole Pena – County Attorney's Office – Legal Secretary – 05/01/17 – Diversion Program CA Fund – Replacing Christian Leos
5. Craig Raymond – County Attorney's Office – Deputy County Attorney – 05/01/17 – General Fund – Replacing Eoghan Miller

DEPARTMENTAL TRANSFERS:
6. Mark Brooks – Public Works – From Lube Specialist – To Vehicle and Equipment Mechanic – 05/01/17 – Public Works Fund – Replacing Merle Ray
7. Kateri Thompson – Library District – From Early Literacy Community Liaison – To Early Literacy Community Liaison/Program Coordinator – 05/01/17 – Library District Grants Fund – Replacing Roshanda Cody
8. Bret McDaniel – From Probation – To Sheriff's Office – From Juvenile Detention Officer – To Detention Officer – 05/01/17 – General Fund – Replacing Travis Mills

REQUEST TO POST:
9. Community Development – Code Enforcement Specialist Senior – Vacated by Margarita Chapman
10. Public Works – Vehicle and Equipment Mechanic – Vacated by Mark Brooks

H. Approval of finance reports/demands/transfers for the period beginning March 29, 2017, to April 24, 2017.

Approve demands and budget amendments for operating transfers. Warrant numbers 282860 through 282963, 282965 through 283206, and 283208 through 283337, totaling $3,413,567.74 for the period 3-29-17 through 4-24-17.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. **(A listing of issued warrants and voided warrants are permanently attached to these minutes.)**

I. Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the week of April 3, 2017, through April 7, 2017.

Upon motion by Vice-Chairman Humphrey, seconded by Supervisor Cline, the Board unanimously approved Consent Agenda Action items 4A through 4I.

Item 5 - CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There were no comments at this time.

Item 6 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Each Supervisor and John Nelson, County Manager, presented a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Martin adjourned the meeting at 11:59 a.m.

APPROVED:

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Tommie C. Martin, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

ARF-4328 **Consent Agenda Item 4. J.**

Regular BOS Meeting

Meeting Date: 05/23/2017

Reporting Period: Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 04-14-17 and 04-21-17 and 04-28-17.

Submitted For: James Menlove, Finance Director

Submitted By: Betty Hurst, Contracts Administrator

Information

Subject

Report for County Manager Approved Contracts Under $50,000 for Weeks Ending 04-14-17 and 04-21-17 and 04-28-17.

Suggested Motion

Acknowledgment of contracts under $50,000 which have been approved by the County Manager for the weeks of April 10, 2017, through April April 14, 2017; and April 17, 2017, through April 21, 2017; and April 24, 2017 through April 28, 2017.

Attachments

Under 50K Contracts for weeks ending 4-14-17, 4/21/17, and 4-28-17

Contract No. 13412 with Stanley Security Solutions

Amendment No. 1 to Contract ADSPO16-5912

Amendment No. 3 to Service Agreement No. 031313

Amendment No. 3 to Service Agreement No. 031313-1

Amendment No. 3 to Service Agreement No. 031915

Amendment No. 2 to Service Agreement No. 030915-2

Service Agreement No. 032217

Amendment No. 2 to Service Agreement No. 030915

Amendment No. 1 to Contract No. 122816

S.A.V.E. Contract No. 161393 with Empire Machinery

Amendment No. 2 to Service Agreement No. 013015-1

Service Agreement No. 040517 with Acoustical Consulting Services

COUNTY MANAGER APPROVED CONTRACTS UNDER $50,000

April 10, 2017 thru April 14, 2017

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2	Stanley Security	Cooperative Purchasing Agreement with City of Avondale Contract No. 13412 Gate with Weatherproof Intercom for Dispatch Center	$ 7,527.36	04-11-17 to 06-30-17	04-13-17	Expires	Gila County has an iron gate on the exterior of the 911 Dispatch building that they would like to put access control on. It exposes an entry point into the building that is employees only and also creates a discrete hiding place for nefarious activities.
3	Western Technologies, Inc.	Using State Contract ADSPO16-00005912 Amendment No. 1 Building Asbestos Testing for 1st Floor Globe Courthouse	$186.00 new contract amount $2,120.97	04-03-17 to 04-02-18	04-13-17	Expires	**Amendment No. 1** will serve to increase the contract dollar amount by $186.00 to cover a "Rush" plus some extra testing is needed. Gila County wishes to utilize Western Technologies Inc. for testing for the presence of asbestos on the 1st floor of the Courthouse. Western Technologies will provide an estimate of costs to conduct a survey to identify, quantify, map and sample suspect asbestos containing building materials. The areas to be tested are any areas composed of drywall. All documents executed by the State of Arizona on Contract No. ADSPO16-00005912 apply to this procurement between Gila County and Western Technologies Inc. **This testing must be completed before SD Crane can start the 1st Floor Globe Courthouse Project.**

April 17, 2017 thru April 21, 2017

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
4	Tim's Tires, LLC	Amendment No. 3 to Service Agreement No. 031313 Extend contract term	$5,000.00	05-01-17 to 04-30-18	04-17-17	Expires	Contractor will provide tire repairs on the heavy equipment that is used for road repairs in the Payson area. **Amendment No. 3** will extend the term of the contract for one additional year from 05-01-17 to 04-30-18.
5	Tim's Tires, LLC	Amendment No. 3 to Service Agreement No. 031313-1 Service Agreement No. 031313-1	$4,000.00	05-01-17 to 04-30-18	04-17-17	Expires	**Amendment No. 3** will extend the term of the contract for one additional year from 04-25-17 to 04-24-18. Contractor will provide tire repairs on the heavy equipment that is used in the Buckhead Landfill in Payson, AZ.
6	Earthquest Plumbing, Inc	Amendment No. 3 to Service Agreement No. 031915 Extend contract for an additional one year period.	$4,000.00	05-06-17 to 05-05-18	04-17-17	Option to Renew	**Amendment No. 3** has been issued to extend the term of the agreement from May 06, 2017 to May 05, 2018. County maintenance does not always have the expertise to handle plumbing repairs or emergencies. Contractor will handle plumbing issues in the Copper Region. This would include indoor, outdoor plumbing and septic service.
7	Burden Electric, LLC	Amendment No. 2 to Service Agreement No. 031915-2 Extend contract for an additional one year period.	$ 2,000.00	04-28-17 to 04-27-18	04-17-17	Option to Renew	**Amendment No. 2** has been issued to extend the term of the agreement from April 28, 2017 to April 27, 2018. At times Facilities needs an Electrical Contractor to make repairs in County owned or leased buildings when necessary.

April 24, 2017 thru April 28, 2017

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
8	Premier Collision Center	Service Agreement No. 032217 Body Work and Repairs Vehicle B-236	$1,167.86	03-16-17 to 03-15-18	60 days after contract execution	Expires	Body work and repairs for vehicle B-236, due to accident damage, as a result from hitting a horse.
9	AM Jackson Electric, Inc.	Amendment No. 2 to Service Agreement No. 030915 Electrical repairs in County owned or leased buildings	$2,000.00	05-06-17 to 05-05-18	04-27-17	Option to Renew	Amendment No. 2 has been issued to extend the agreement from May 6, 2017 to May 5, 2018. At times Facilities needs an Electrical Contractor to make repairs in County owned or leased buildings when necessary.
10	McSpadden Ford	Amendment No. 1 to Contract No. 122816 One New Prisoner Transport Van with Insert	$4,407.25 new contract amount of $47,697.73	Upon County receipt of vehicle	04-27-17	Expires	**Amendment No. 1** will serve to increase the contract amount by $4,407.73 to cover additional equipment requested by the Sheriff's Office. The jail transport van C-51 was scheduled to be replaced. Sheriff's Office requested new specifications for safety of personnel and prisoners. Finance created an IFB that was approved to advertise by the Board on 1/24/17/ The bids were due February 14, 2017 and 3 were received. After carefully reviewing through each bid it was decided to award McSpadden Ford with the 2017 Ford Transit, with LSH, Aluminum Compartment Insert for the most favorable vehicle.

April 24, 2017 thru April 28, 2017

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
11	Empire Machinery	S.A.V.E. Contract No. 161393 Diagnostic and Repair	$49,000.00	04-27-17 to 06-30-17	04-27-17	Expires	The Compactor is having stalling issues and losing power. The Globe Shop has made several attempts to diagnose the problem, but personnel does not have the expertise on the new electrical system. This machine is very expensive to transport so we are requesting the mechanic to come to the Landfill at 5891 E. Hope Lane, Globe, AZ, to perform the repairs.
12	Earthquest Plumbing, Inc.	Amendment No. 2 to Service Agreement No. 013015-1 Amendment No. 2 to extend term	$5,000.00	03-11-17 to 03-10-18	04-27-17	Option to Renew	**Amendment No. 2** will serve to extend the term of the agreement from March 11, 2017 to March 10, 2018. Contractor will provide annual backflow inspections, testing and repairs as needed at 15 County Facilities in Southern Gila County.
13	Acoustical Consulting Services	Service Agreement No. 040517 Acoustical Services	$ 950.00	04-27-17 to 06-30-18-7	04-27-17	Expires	To determine if the noise level created by the production of ice by Pine Ice is a nuisance as defined in the Gila County Zoning Ordinance.

CONTRACT AGREEMENT FORM

Contract Name: Gate with Weatherproof Intercom for Dispatch Center **Contract No.:** Avondale Contract No. 13412

Statement of Purpose and Need (3-5 Sentences)
Gila County has an iron gate on the exterior of the 911 Dispatch building that they would like to put access control on. It exposes an entry point into the building that is employees only and also creates a discrete hiding place for nefarious activities.

Contract End Date: 04-11-2017 to 06-30-17 **Renewal Option:** ☐ Yes ☒ No

Maximum Dollar Limit: $7,527.36

Contract Information

Firm Name: Stanley Security Solutions **Contact Person:** Mat Alvey

Address: 4666 S. Ash Avenue **Phone No:** 480-216-9273

City: Tempe **State:** AZ **Fax:** **Email:** malvey@stanleyworks.com

Special Notes:
Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the Arizona State Contract, for cooperative purchasing. By using the City of Avondale contract with Stanley Security Solutions., it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.

Authorization to use a Cooperative Purchasing Agreement with the City of Avondale, Contract No. 13412, for Security Electronic Systems: Software & Support Agreement approved this 13th **day of** April **2017.**

GILA COUNTY MANAGER

John Nelson

Publish Date
April 04, 2017

STANLEY Security

Customized Solution Recommendation

Prepared For	Prepared By
Gila County - 911 Dispatch	Matt Alvey Systems Integration Consultant

Scope of Work: GilaCounty-911Dispatch-2017-1-16_GateAdd

Customer Theory of Operation:

Gila County has an iron gate on the exterior of the 911 Dispatch building behind the Courthouse that they would like to put access control on. It exposes an entry point into the building that is employees only, and in addition, also creates a discrete hiding place for nefarious activities.

The solution presented in this work order includes:

- Addition of new 1320 board in the head end chassis
- Running wire through the building to the exit point
- coming through the exterior wall to the secure side of the gate, Stanley will then run in conduit the cable for the gate*.
- Stanley will run conduit across the gate leaf to the latch, where Stanley will install a ruggedized gate strike kit.**
- Stanley will install a covered Emergency Exit button on the inside of the gate in order to not prevent someone on the inside from getting out. This button shall be mounted in a position that is less likely for someone on the other side to reach it.
- Stanley to install a card reader on the inside of the gate for convenient exiting of employees and authorized persons.
- Stanley to install a card reader on the exterior side of the gate to allow only authorized entry.
- All devices shall be monitored for fail/tamper on the system, to help prevent incident that could occur from someone tampering with the devices at the gate.
- Gate Lock to be FAIL SECURE; meaning that, if someone were to cut the wire ran out to the gate strike, the strike will remain locked with only keyed entry.
- Stanley to install a Viking door station that is designed to work over phone line and can release the gate remotely. This is the same until used at the Gila County Sheriff's Admin as well as other Gila County locations.

*All devices and wiring shall remain on the BUILDING-SIDE of the gate. This is to eliminate any trenching/sawcutting that would be needed to get to the street-side of the gate.
** Conduit will be exposed to persons on the exterior of the gate. Gila County may wish to fabricate the gate further to prevent someone from easily reaching through to the other side. Stanley has NOT included such fabrication in its proposal.

Customer Equipment Notes:

STANLEY Security Solutions

Stanley Convergent Security Solutions, Inc.

Equipment & Labor Summary

Quote: Q-00799181.2

Gila County - 911 Dispatch
E South St
Globe, AZ 85501

Remit to:
Stanley Security Solutions
Dept Ch 14210
Palentine, IL 60055-4210

Proposal Generated: 1/16/2017

Qty	Description	Part Number	Unit Price	Total Price
1	Gate Lock, Fail Locked, Monitored, 12/24 VDC	SN-GL1FLM	$427.24	$427.24
2	RDR, RP40, MULTICLASS, SE REV E, STD PROX, STD, WIEGAND, PIG, BLK, STD 1 SECURITY, LED RED, FLASH GRN, BZR ON, IPM OFF, 32 BIT	920PTNNEK00000	$270.00	$540.00
1	Dual Reader Interface Module (Series 2 -Supports OSDP Readers) - 12/24 VDC; 2 Reader interface; W/M; 8 inputs; 6 (5A) form C relays ; RoHS; CE; C-Tick and UL294 certified	LNL-1320	$765.00	$765.00
1	Sentrol Industrial Wide Gap Contact	2505A	$59.82	$59.82
1	Miscellaneous Hardware: GL-1 Mounting Materials		$251.56	$251.56
1	3/8 inch Flexible Armored Door Cord	KDL38A24	$56.31	$56.31
1	Hands Free phone w/ Extended weatherproofing	E30EWP	$765.00	$765.00
1	Surface Box for W Series phone	VK-VE5X5	$135.97	$135.97
1	Secure Remote DTMF Control	SRC1	$465.00	$465.00
1	Miscellaneous Hardware: Conduit, Boxes, Flex, and materials		$301.87	$301.87
	Equipment Total			**$3,767.77**

	Total Price
Labor, Wiring, and Firestop	$2,180.00
Final Testing, Adjust, and Programming	$880.00
Engineering	$280.00
Project Management, Drawings, and Documentation	$0.00
Account Administration	$30.16
Panel Fabrication & Assembly	$0.00
Labor & Additional Total	**$3,370.16**
Extended Warranty per SLA	**$250.00**
Loyalty Discount	-$395.00
Actual Install Sale Price	**$6,992.93**
Tax	$534.43
Final Total	$7,527.36

*TAX PROVIDED AS A BUDGETARY ESTIMATE ONLY. PLEASE ALLOW FOR A 5% DIFFERENTIAL UPON RECEIPT OF FINAL INVOICE!

All terms and conditions of City of Avondale Contract No.13412 apply

Payment Structure (Check One): Monthly ____ Quarterly ____ Biannually ____ Annually _____

Stanley:

Approved By: _____

Signature: _____

Gila County:

Approved By: _____

Signature: _____

CONTRACT AGREEMENT FORM

Contract Name: Building Asbestos Testing for 1st Floor Globe Courthouse

Contract No.: ADSPO16-00005912 State

Statement of Purpose and Need (3-5 Sentences) Amendment No. 1 will serve to increase the contract dollar amount by $186.00 to cover a "Rush" plus some extra testing is needed. Gila County wishes to utilize Western Technologies Inc. for testing for the presence of asbestos on the 1st floor of the Courthouse. Western Technologies will provide an estimate of costs to conduct a survey to identify, quantify, map and sample suspect asbestos containing building materials. The areas to be tested are any areas composed of drywall. All documents executed by the State of Arizona on Contract No. ADSPO16-00005912 apply to this procurement between Gila County and Western Technologies Inc. **This testing must be completed before SD Crane can start the 1st Floor Globe Courthouse Project.**

Renewal Option: ☐ Yes ☒ No

Contract End Date: 10 days from contract approval

Maximum Dollar Limit: Amendment No. 1 $186.00 new contract amount $2,120.97

Contract Information

Firm Name: Western Technologies Inc

Contact Person: Vianca Smith

Address: 2400 East Huntington Drive

Phone No: 928-774-8700

City: Flagstaff **State:** AZ 86004 **Fax:** **Email:** v.smith@wt-us.com

Special Notes:
Gila County is part of the Arizona State Purchasing Cooperative - Procure AZ for cooperative purchasing. By utilizing the State contract with Western Technologies Inc., it will save the county in both time and money for a guideline that has already been established in the State of Arizona bidding process. Added an additional $1000 to their proposal for any unknowns on the condition that a pre-approval be made by County Project Manager before they are spent.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADSPO16-00005912, for Asbestos Testing approved this 13th day of April. 2017.

GILA COUNTY MANAGER

John Nelson

STATE OF ARIZONA
CONTRACT NO. ADEQ17-140333
GILA COUNTY FINANCE

NESHAP LIMITED ASBESTOS SURRVEY, GLOBE COURTHOUSE
1400 EAST ASH STREET, GLOBE, ARIZONA

ITEM	PERSONNEL CLASSIFICATION	Unit Rate	Time Required	Extended Fees
	ASBESTOS SUPPORT SERVICES			
3	Level I - Standard	$ 42.00		$ -
4	Level I - Premium Rate	$ 45.00		$ -
5	Level II -Standard	$ 43.00		$ -
6	Level II - Premium Rate	$ 46.00		$ -
7	Level III -Standard	$ 45.00	2	$ 90.00
8	Level III - Premium Rate	$ 48.00		$ -
	ASBESTOS FIELD SERVICES			
9	Level I -Standard	$ 50.00		$ -
10	Level I - Premium Rate	$ 53.00		$ -
11	Level II -Standard	$ 52.00		$ -
12	Level II - Premium Rate	$ 55.00		$ -
13	Level III -Standard (12 hours inspection/travel & 4 hours report)	$ 55.00	16	$ 880.00
14	Level III - Premium Rate	$ 58.00		$ -
	ASBESTOS PROFESSIONAL PERSONNEL			
15	Level IV - Standard	$ 60.00		$ -
16	Level IV - Premium	$ 63.00		$ -
17	Level I - Standard	$ 65.00		$ -
18	Level I - Premium Rate	$ 70.00		$ -
19	Level II -Standard	$ 75.00	2	$ 150.00
20	Level II - Premium Rate	$ 80.00		$ -
21	Level III - Standard Rate	$ 120.00	1	$ 120.00
22	Level III -Premium Rate	$ 125.00		$ -
	LEAD-BASED PAINT FIELD SUPPORT SERVICES			
23	Level I - Standard	$ 42.00		$ -
24	Level I - Premium Rate	$ 45.00		$ -
25	Level II -Standard	$ 43.00		$ -
28	Level II - Premium Rate	$ 46.00		$ -

26	Level III -Standard	$	45.00		$ -
27	Level III - Premium Rate	$	48.00		$ -
	LEAD-BASED PAINT FIELD SERVICES				
29	Level I -Standard	$	50.00		$ -
30	Level I - Premium Rate	$	53.00		$ -
31	Level II -Standard	$	52.00		$ -
32	Level II - Premium Rate	$	55.00		$ -
33	Level III -Standard	$	55.00		$ -
34	Level III - Premium Rate	$	58.00		$ -
35	Level IV - Standard	$	60.00		$ -
36	Level IV - Premium	$	63.00		$ -
37	Level V - Standard	$	65.00		$ -
38	Level V - Premium	$	70.00		$ -
	LEAD-BASED PAINT PROFESSIONAL PERSONNEL				
39	Level I - Standard	$	65.00		$ -
40	Level I - Premium Rate	$	70.00		$ -
41	Level II -Standard	$	75.00		$ -
42	Level II - Premium Rate	$	80.00		$ -
43	Level III -Standard	$	115.00		$ -
44	Level III - Premium Rate	$	125.00		$ -
	LABORATORY COSTS				
45	Polarized Light Microscopy (PLM) Bulk Samples - Non Rush	$	10.00		$ -
46	Polarized Light Microscopy (PLM) Bulk Samples -Rush	$	16.00	51	$ 816.00
47	Polarized Light Microscopy (PLM) Bulk Samples Non-Rush Point Count	$	34.00		$ -
48	Polarized Light Microscopy (PLM) Bulk Samples Rush Point Count	$	55.00		$ -
49	Transmission Electron Microscopy (TEM) Bulk Samples Non Rush	$	108.00		$ -
50	Transmission Electron Microscopy (TEM) Bulk Samples -Rush	$	125.00		$ -
51	Transmission Electron Microscopy (TEM) Air Samples Non-Rush	$	117.00		$ -
52	Transmission Electron Microscopy (TEM) Air Samples Rush	$	180.00		$ -
53	Phase Contrast Microscopy (PCM) Air Samples Non-Rush	$	10.00		$ -
54	Phase Contrast Microscopy (PCM) Air Samples Rush	$	15.00		$ -
55	Atomic Absorption Spectroscope (AAS) Paint Chip Analysis - Lead - Non Rush	$	19.50		$ -

56	Atomic Absorption Spectroscope (AAS) Paint Chip Analysis - Lead - Rush	$ 29.25		$ -
57	Toxicity Characteristic Leaching Procedure (TCLP)-Lead Non Rush	$ 100.00		$ -
58	Toxicity Characteristic Leaching Procedure (TCLP)-Lead Rush	$ 150.00		$ -
59	Atomic Absorption Spectroscope (AAS) Soil Analysis - Lead - Non Rush	$ 19.50		$ -
60	Atomic Absorption Spectroscope (AAS) Soil Analysis - Lead - Rush	$ 29.25		$ -
61	Atomic Absorption Spectroscope (AAS) Air Sample Analysis - Lead - Non Rush	$ 19.50		$ -
	Atomic Absorption Spectroscope (AAS) Air Sample Analysis - Lead - Rush	$ 29.25		$ -
	TRAVEL REIMBURSEMENT			
63	Per Mile (greater than 35 miles from base office) (146 miles X $.44.5 per mile)	$ 64.97	1	$ 64.97
	TOTAL			**$ 2,120.97**

AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 031313

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

SERVICE AGREEMENT NO. 031313
TIRE REPAIR-ROADS-PAYSON

TIM'S TIRE, LLC

Effective May 1, 2013, Gila County and Tim's Tire, LLC entered into a contract whereby Tim's Tire, LLC agreed to provide tire repair service for Consolidated Roads, in Payson, Arizona.

Amendment No. 1 to Service Agreement 031313 was executed on May 13, 2015 extending the term of the contract from May 01, 2015 to April 30, 2016.

Amendment No. 2 to Service Agreement 031313 was executed on April 21, 2017 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from May 1, 2016 to April 30, 2017, with a not to exceed contract amount of Five Thousand dollars and 00/100's ($5,000.00) without prior written approval from the County.

The contract expires on April 30, 2017 Per Article 14-Term, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods.

Amendment No. 3 to Service Agreement 031313 will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from May 1, 2017 to April 30, 2018, with a not to exceed contract amount of Five Thousand dollars and 00/100's ($5,000.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the May 1, 2017 to April 30, 2018 term of the contract.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 17th day of April, 2017.

GILA COUNTY:

Jacque Sandus

For **John Nelson, County Manager**

Date: 4-17-17

TIM'S TIRE, LLC:

Timothy B. Flores

Signature

Timothy B. Flores

Print Name

AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 031313-1

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

SERVICE AGREEMENT NO. 031313-1
TIRE REPAIR-BUCKHEAD LANDFILL-PAYSON

TIM'S TIRE, LLC

Effective April 25, 2013, Gila County and Tim's Tire, LLC entered into a contract whereby Tim's Tire, LLC agreed to provide tire repair service for the Landfill, in Payson, Arizona.

Amendment No. 1 to Service Agreement 031313-1 was executed on May 06, 2015 extending the term of the contract from April 25, 2015 to April 24, 2016.

Amendment No. 2 to Service Agreement 031313-1 was executed on April 16, 2016 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from April 25, 2016 to April 24, 2017, with a not to exceed contract amount of Four Thousand dollars and 00/100's ($4,000.00) without prior written approval from the County.

The contract expires on April 24, 2017. Per Article 14-Term, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional one (1) year periods.

Amendment No. 3 to Service Agreement 031313-1 will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from April 25, 2017 to April 24, 2018, with a not to exceed contract amount of Four Thousand dollars and 00/100's ($4,000.00) without prior written approval from the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the April 25, 2017 to April 24, 2018 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 17th day of April, 2017.

GILA COUNTY

Jacque Sandus

For **John Nelson, County Manager**

Date: 4-17-17

TIM'S TIRE, LLC

Timothy B. Flores

Signature

Timothy B. Flores

Print Name

AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 031915

The following amendments are hereby incorporated into the agreement for the below project

ON-CALL PLUMBING AND SEPTIC REPAIRS IN COPPER REGION

VARIOUS SOUTHERN GILA COUNTY BUILDINGS

Effective May 06, 2015, Gila County and Earthquest Plumbing, Inc. entered into a contract whereby Earthquest Plumbing, Inc. agreed to provide On-Call Plumbing and Septic Repairs in Copper Region for Various Southern Gila County Buildings.

Amendment No. 1 to Service Agreement No. 031915 was executed on April 06, 2016 to increase the contract amount by an amount of Two Thousand dollars and 00/100's ($2,000.00).

Amendment No. 2 to Service Agreement No. 031915, was executed on May 11, 2016 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1 year term, from May 06, 2016 to May 05, 2017

Service Agreement No. 031915 will expire on May 05, 2017. Per Article 24-Term, Gila County shall have the sole option, to renew the contract for two (2) additional (1) year periods.

Amendment No. 3 to Service Agreement No. 031915, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1 year term, from May 06, 2017 to May 05, 2018, for a contract amount of not to exceed Four Thousand dollars and 00/100's ($4,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the May 06, 2017 to May 05, 2018 period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 17th day of April, 2017.

GILA COUNTY

Jacque Sandus

John Nelson, County Manager

Date: 4-17-17

EARTHQUEST PLUMBING, INC.

Signature

Timothy W Haas

Print Name

AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 030915-2

The following amendments are hereby incorporated into the agreement for the below project

ON-CALL ELECTRICAL SERVICE
FOR VARIOUS BUILDINGS IN GILA COUNTY

SOUTHERN GILA COUNTY

Effective April 28, 2015 Gila County and Burden Electric LLC entered into a contract whereby Burden Electric LLC agreed to provide On-Call Electrical Service, for Various Buildings in Gila County Facilities.

Amendment No. 1 to **Service Agreement No.** 030915-2 was executed on April 13, 2016 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from April 28, 2016 to April 27, 2017, for a contract amount of not to exceed Two Thousand dollars and 00/100's ($2,000.00) without prior written approval from the County.

Service Agreement No. 030915-2 will expire on April 27, 2017**. Per Article 14-Term,** Gila County shall have the sole option, to renew the contract for two (2) additional (1) year periods.

Amendment No. 2 to **Service Agreement No.** 030915-2 will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from April 28, 2017 to April 27, 2018, for a contract amount of not to exceed Two Thousand dollars and 00/100's ($2,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the April 28, 2017 to April 27, 2018 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 17th day of April, 2017.

GILA COUNTY:

Jacque Sandus

FOR: **John Nelson, County Manager**

Date: 4-17-17

BURDEN ELECTRIC LLC

Signature

Rodney Burden

Print Name

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

Timothy Humphrey, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Woody Cline, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

John Nelson, County Manager
Phone (928) 425-3231 Ext.8761

James Menlove, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 032217

BODY WORK FOR VEHICLE B-236

SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 27th day of April, 2017, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Premier Collision, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Sheriff's Office Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 032217** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 032217** 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 032217**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $1,000,000
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease – Each Employee	$100,000
Disease – Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$1,000,000

a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed in the State of Arizona or which hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

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 Contract commences on the date it is signed by the County Manager and remains in effect for 60 days thereafter.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $1,167.86 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. 032217 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Jacque Sanders

For John Nelson, County Manager

Date: 4-27-17

PREMIER COLLISION

Signature

WILLIAM V. LATHAM

Print Name

Premier Collision
201 N TONTO ST, PAYSON, AZ 85541
Phone: (928) 468-8121

Workfile ID: 1553a83b
Federal ID: 860773746

Preliminary Estimate

Customer: GILA COUNTY, GILA COUNTY

Job Number:

Written By: Dan Titterington

Insured: GILA COUNTY, GILA COUNTY
Policy #:
Claim #: ##B236 "S.O Not Fleet"
Type of Loss:
Date of Loss:
Days to Repair: 0
Point of Impact:

Owner:
GILA COUNTY, GILA COUNTY
PO BOX2297
PAYSON, AZ 85547
(928) 468-2805 Business

Inspection Location:
Premier Collision
201 N TONTO ST
PAYSON, AZ 85541
Repair Facility
(928) 468-8121 Business

Insurance Company:

VEHICLE

2014 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Flex Fuel Sequential MPI white

VIN: 1FM5K8AR2EGC02201
License:
State:
Interior Color:
Exterior Color: white
Production Date: 3/2014
Mileage In:
Mileage Out:
Condition:
Vehicle Out:
Job #:

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
Power Adjustable Pedals
DECOR
Dual Mirrors
Privacy Glass
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
CD Player
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
OTHER
Rear Spoiler
TRUCK
Rear Step Bumper

(A)

Preliminary Estimate

Customer: GILA COUNTY, GILA COUNTY **Job Number:**

2014 FORD Explorer Utility Police Interceptor AWD (Fleet) 4D UTV 6-3.7L Flex Fuel Sequential MPI white

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**FRONT DOOR**							
2		R&I	RT R&I door assy				1.2	
3	*	Rpr	RT Outer panel (upper frame only)				10.0	1.5
4			Add for Clear Coat					0.6
5	#	Rpr	Inner door frame				3.5	1.0
6		R&I	RT Mirror outside w/power mirror, w/o strobe w/o power fold				0.3	
7		R&I	RT R&I trim panel				0.5	
8		Repl	RT Black out tape	BB5Z7827742A	1	83.53	0.3	
9	#	Repl	Car Cover / Mask for Overspray		1	5.00	0.2	
10	#	Subl	Hazardous Waste Disposal		1	3.50 X		
11	#		shipping ford		1	12.00 X		
				SUBTOTALS		**104.03**	**16.0**	**3.1**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				88.53
Body Labor	16.0 hrs	@	$ 50.00 /hr	800.00
Paint Labor	3.1 hrs	@	$ 50.00 /hr	155.00
Paint Supplies	3.1 hrs	@	$ 30.00 /hr	93.00
Miscellaneous				15.50
Subtotal				1,152.03
Sales Tax	$ 181.53	@	8.7200 %	15.83
Grand Total				**1,167.86**
Deductible				0.00
CUSTOMER PAY				**0.00**
INSURANCE PAY				**1,167.86**

FOR YOUR PROTECTION ARIZONA LAW REQUIRES THE FOLLOWING STATEMENT TO APPEAR ON THIS FORM. ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 030915

The following amendments are hereby incorporated into the agreement for the below project

ON-CALL ELECTRICAL SERVICE
FOR VARIOUS BUILDINGS IN GILA COUNTY

FACILITIES MANAGEMENT

Effective May 06, 2015 Gila County and AM Jackson Electric, Inc. entered into a contract whereby AM Jackson Electric, Inc. agreed to provide On-Call Electrical Service, for Various Buildings in Gila County Facilities.

Amendment No. 1 to **Service Agreement No. 030915**, was executed on April 21, 2016 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from May 06, 2016 to May 05, 2017.

Service Agreement No. 030915 will expire on May 05, 2017. **Per Article 14-Term,** Gila County shall have the sole option, to renew the contract for two (2) additional (1) year periods.

Amendment No. 2 to **Service Agreement No. 030915**, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from May 06, 2017 to May 05, 2018, for a contract amount of not to exceed Two Thousand dollars and 00/100's ($2,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the May 06, 2017 to May 05, 2018 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 27th day of April, 2017.

GILA COUNTY:

Jacque Sandus

For **John Nelson, County Manager**

Date: 4-27-17

AM JACKSON ELECTRIC, INC.

A. Mich Jackson

Signature

A. Michael Jackson

Print Name

AMENDMENT NO. 1 to CONTRACT NO. 122816

The following amendments are hereby incorporated into the agreement for the below project

ONE NEW PRISONER TRANSPORT VAN WITH INSTALLED INSERT

FLEET MANAGEMENT

Effective March 8, 2017, Gila County and McSpadden Ford entered into a contract whereby McSpadden Ford agreed to provide One New Prisoner Transport Van with Installed Insert for the Fleet Management.

Fleet Management would like to increase the original contract amount of Forty-Three Thousand Two Hundred Ninety dollars and 48/100's ($43,290.48) by an additional Four Thousand, Four Hundred Seven dollars and 25/100's ($4,407.25) due to the request by the Sheriff's Office for a camera system to be added to the upfitting of the Prisoner Transport Van.

Amendment No. 1 to Contract No. 122816 will serve to increase the contract amount by an amount of Four Thousand, Four Hundred Seven dollars and 25/100's ($4,407.25).

Consequently, the contract is amended to increase the contract amount by $4,407.25 for a new total contract amount of Forty Seven Thousand, Six Hundred Ninety Seven Thousand dollars and 73/100's ($47,697.73).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 8, 2017 to June 30, 2017 period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 27th day of April, 2017.

GILA COUNTY	MCSPADDEN FORD
Jacque Sandus	Lisa DeLange
FOR John Nelson, County Manager	Signature
Date: 4-27-17	Lisa Wielenga
	Print Name

CONTRACT AGREEMENT FORM

Contract Name: Diagnostics and Repair **Contract No.:** S.A.V.E. No. 161393

Statement of Purpose and Need (3-5 Sentences)
The Compactor is having stalling issues and losing power. The Globe Shop has made several attempts to diagnose the problem, but personnel does not have the expertise on the new electrical system. This machine is very expensive to transport so we are requesting the mechanic to come to the Landfill at 5891 E. Hope Lane, Globe, AZ, to perform the repairs.

Contract End Date: 06-30-17 **Renewal Option:** ☐ Yes ☒ No

Maximum Dollar Limit: $49,000.00

Contract Information

Firm Name: Empire Machinery **Contact Person:** Bill Masters

Address: P.O. Box 2985 **Phone No:** 602-206-7990

City: Phoenix **State:** AZ **Fax:** **Email:** Bill.masters@empire-cat.com

Special Notes:
Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the Arizona State Contract, for cooperative purchasing. By using the City of Tucson contract with Empire Machinery, it will save the county in both time and money for a rate that has already been established in the City of Tucson's bidding process.

Authorization to use a Cooperative Purchasing Agreement with the City of Tucson, Contract No. 161393, for Diagnostics and Repair approved this 27 **day of** April**, 2017.**

GILA COUNTY MANAGER

Jacque Sanders

For John Nelson

AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 013015-1

The following amendments are hereby incorporated into the agreement for the below project

BACKFLOW TESTING AND REPAIRS

SOUTHERN GILA COUNTY

Effective March 11, 2015 Gila County and Earthquest Plumbing, Inc. entered into a contract whereby Earthquest Plumbing, Inc. agreed to provide annual backflow inspections, testing and repairs as needed at various Southern Gila County Facilities.

Amendment No. 1 to Service Agreement No. 013015-1, was executed on February 23, 2016 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from March 11, 2016 to March 10, 2017, for a contract amount of not to exceed Five Thousand dollars and 00/100's ($5,000.00) without prior written approval from the County.

Service Agreement No. 013015-1 will expire on March 10, 2017**. Per Article 14-Term,** Gila County shall have the sole option, to renew the contract for two (2) additional (1) year periods.

Amendment No. 2 to Service Agreement No. 013015-1, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from March 11, 2017 to March 10, 2018, for a contract amount of not to exceed Five Thousand dollars and 00/100's ($5,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 11, 2017 to March 10, 2018 renewal period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 27th day of April, 2017.

GILA COUNTY:

Jacque Sandus

John Nelson, County Manager

Date: 4-27-17

EARTHQUEST PLUMBING, INC.

Timothy W Haas

Signature

Timothy W Haas

Print Name

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

Timothy Humphry, District II
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8753

Woody Cline, District III
1400 E. Ash St. Globe, AZ. 85501
(928) 425-3231 Ext. 8511

GILA COUNTY
www.gilacountyaz.gov

John Nelson, County Manager
Phone (928) 425-3231 Ext.8761

James Menlove, Finance Director
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street
Globe, AZ 85501

PROFESSIONAL SERVICES CONTRACT NO. 040517

ACOUSTICAL SERVICES

COMMUNITY DEVELOPMENT

THIS AGREEMENT, made and entered into this 27th day of April, **2017,** by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Acoustical Consulting Services, of the City of Mesa, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Development Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract No. 040517** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Professional Services Contract No. 040517** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Professional Services Contract No. conflict with the Terms and Conditions of Attachment "A" to **Professional Services Contract No. 040517,** the terms and conditions of this Professional Services Contract No. will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**
   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - ~~Products - Completed Operations Aggregate $1,000,000~~
   - Personal and Advertising Injury $1,000,000
   - Each Occurrence $1,000,000

   ~~a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".~~

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	$100,000
Disease - Each Employee	$100,000
Disease - Policy Limit	$500,000

   a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**
Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

a. ~~The policy shall be endorsed to include the following additional insured language: The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".~~

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	$1,000,000
Annual Aggregate	~~$2,000,000~~
	$1,000,000

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 bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. **SUBCONTRACTORS:**. Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 – ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

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 Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2017.

ARTICLE 16 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed $950.00 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, Professional Services Contract No.040517 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

John Nelson, County Manager

Date: 4-27-17

ACOUSTICAL CONSULTING SERVICES

Denise Alexander

Signature

DENISE ALEXANDER

Print Name

acoustical consulting services

Gila County - Community Development Division
Robert Gould
745 N. Rose Mofford Way
Globe, AZ 85501

March 7, 2017

Dear Mr. Gould:

Thank you for considering ACS's services for the noise assessment of the Pine Ice manufacturing company located in Pine, AZ.

SCOPE/FEE:

Noise Level Measurements and Report (Fee: $950)

- ACS will take noise level measurements at the Pine Ice facility at 10PM in the evening at the source and the nearby Beeline Guest House.
- ACS will compare the noise to typical municipal noise ordinances and standards.
- ACS will document findings and recommendations in a report.
- Fee includes drive time and expenses.

INSURANCE:
ACS agrees to provide evidence of insurance coverage, if needed, for General Liability, Business Auto, Professional Liability and Worker's Compensation Insurance, with the limits set forth in Addendum 1. *If additional coverage, modifications, or additional insured listings is required, the cost of the above scope of work will need to be increased.*

If you have any questions or need any further information, please contact me at 480.827.1007.

Sincerely,

Tony Sola
Acoustical Consulting Services

AGREED:
Gila County - Community Development Division

By: Jacque Sandus

For Name: John Nelson, County Manager

Date: 4-27-17

P.O. Box 41182 Mesa, AZ 85274
Tel: 480.827.1007 Fax: 480.644.0801

ADDENDUM 1: ACS Insurances

BUSINESS AUTO LIABILITY	COMBINED SINGLE LIMIT	$2,000,000
	BODILY INJURY (PER PERSON)	
	BODILY INJURY (EA ACCIDENT)	
	PROPERTY DAMAGE (PER ACCIDENT)	
NON-OWNED VEHICLE	LIABILITY	$1,000,000
	BODILY INJURY & PROPERTY DAMAGE	
GENERAL LIABILITY	EACH OCCURRENCE	$1,000,000
	DAMAGE TO RENTED PREMISES	$ 300,000
	MED EXP (Any one person)	$ 5,000
	PERSONAL & ADV INJURY	$1,000,000
	GENERAL AGGREGATE	$5,000,000
PROFESSIONAL LIABILITY	AGGREGATE	$1,000,000
	EACH OCCURRENCE	$1,000,000
WORKER'S COMPENSATION	BODILY INJURY BY ACCIDENT (EA ACCIDENT)	$1,000,000
	BODILY INJURY BY DISEASE (EA EMPLOYEE)	$1,000,000
	BODILY INJURY BY DISEASE (POLICY LIMIT)	$1,000,000

P.O. Box 41182 Mesa, AZ 85274
Tel: 480.827.1007 Fax: 480.644.0801