

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, OCTOBER 30, 2018 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to approve a Legal Representation Agreement with the Law Firm of Helm, Livesay & Worthington, Ltd. to represent Gila County in the Continental Energy cases. **(Jeff Dalton)**
 - B. Information/Discussion/Action to consider allowing the Sheriff's Office to use the former Gila County Juvenile Detention Center located at 1425 E. South Street, Globe, to house the Sheriff's administrative offices and for use as a storage facility. **(Jacque Sanders)**
 - C. Information/Discussion/Action to adopt Resolution No. 18-10-04 accepting a Quit Claim Deed from the Maurine, Kay, and Lila Family Trust for Pine Creek Drive for roadway and drainage purposes and establishing Pine Creek Drive as a Primitive Road. **(Steve Sanders)**
 - D. Information/Discussion/Action to review the bid submitted for Request for Proposals No. 080318 - Supplemental Nutrition Assistance Program Education Support Services; award to Pinnacle Prevention in the amount of \$160,000; and authorize the Chairman's signature on the award contract. **(Michael O'Driscoll)**

3. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
- A. Approval of the Payson and Globe Regional Constables' submittal of a FY 2019 Equipment Grant Application to the Constable's Ethics, Standards, and Training Board and acceptance of the grant award in the amount of \$1,707.39 by authorizing the Chairman's signature on Grant No. CNA19-202.
 - B. Approval of an Intergovernmental Agreement between Yavapai County and Gila County for Restoration to Competency Services for one-year from July 1, 2018, to June 30, 2019, with the option for three one-year renewals upon mutual agreement of both counties.
 - C. Approval of Amendment No. 1 to Contract No. 072117-*Janitorial Service for Southern Gila County* to extend the contract term with Jani-Serv, Inc. from November 7, 2018, to November 6, 2019, at a cost not to exceed \$106,773.
 - D. Approval of Amendment No. 2 to Professional Services Contract No. 090817 between the Superior Court in Gila County and the Law Offices of Stephen Jones to increase the contract amount by an additional \$7,500 for an amended contract amount of \$48,150 for the remainder of the contract term from July 1, 2018 to June 30, 2019.
 - E. Approval of Amendment No. 1 to Professional Service Agreement No. 022618 with Hayes Enterprises to extend the term of the contract for one additional year (January 8, 2019, to January 7, 2020) in a not to exceed amount of \$120,000 for the continued provision of jail medical services for the Gila County Sheriff's Office.

- F. Approval to reappoint Cliff Potts and James "Mac" Feezor to the Board of Directors of The Industrial Development Authority of the County of Gila, Arizona, for another term of office retroactive from July 7, 2017, to December 31, 2022 (with a one-time adjustment to the expiration date of the terms).
- G. Approval to rescind the appointments of Don Ascoli and Terry Otts from the Gila County Board of Adjustment for the purpose of reducing the size of the Board from 5 members to 3 members to be in compliance with A.R.S. § 11-816; and reappoint Bill Marshall for the term beginning January 1, 2019, through December 31, 2021, and Mickey Nye for the term beginning January 1, 2019, to December 31, 2022.
- H. Approval to reappoint Bill Marshall and Terry Otts as governing board members of the Gila County Planning and Zoning Commission for the term beginning January 1, 2019, through December 31, 2022.
- I. Approval to reappoint David Lagunas as a governing board member of the Gila County Personnel Commission for the term beginning January 1, 2019, through December 31, 2022.
- J. Approval to reappoint Charles Thompson as a governing board member of the Northern Gila County Range Commission for the term beginning January 1, 2019, through December 31, 2021.
- K. 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 302-57-037D to the Town of Star Valley.

- L. Approval of the September 25, 2018, October 2, 2018, and October 16, 2018, Board of Supervisors' meeting minutes.
4. **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.
5. 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-5152

Regular Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 10/30/2018

Submitted For: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Submitted By: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Department: County Attorney

Fiscal Year: 2018-2019

Budgeted?: No

Contract Dates 2018-2019

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Request to contract with the Law Firm of Helm, Livesay & Worthington, Ltd. to represent Gila County in tax court matters known as "Continental Energy Cases."

Background Information

Taxpayers, which consisted of solar power companies, sought declaratory judgment that solar energy panels they leased and installed on their customers' property were not taxable. The Arizona Tax Court, Maricopa County, entered summary judgment in favor of Department of Revenue in part and in favor of taxpayers in part. Taxpayers and Department appealed. The Court of Appeals, Howe, J., affirmed in part, reversed in part, and remanded in part.

The Arizona Supreme Court ruled in March 2018, that the Arizona Department of Revenue is not authorized to value solar panels owned by Continental Energy and leased to residential and commercial property owners. It remanded the cases to the Tax Court for a determination as to whether A.R.S. Section 42-13054 authorizes county assessors to value the solar panels and, if so, whether section 42-1105(C)(2) requires a zero valuation.

Evaluation

The Gila County Board of Supervisors previously authorized the Arizona Attorney General's Office to represent the County's interests in the previous litigation.

Various counties are coordinating their defense efforts regarding representation at Tax Court. The Law Firm of Helm, Livesay & Worthington, Ltd. represents several counties, including Maricopa, Pima, Pinal, and Coconino Counties. If Gila County joins the group, it would pay a prorated portion of the fee based on the amount of full cash value each county has in personal property values derived from solar energy equipment. Gila County's portion would be approximately 5 percent of the total fee.

Conclusion

The Gila County Attorney's Office believes that it is wise for the County to retain a tax expert to represent its interests in the Continental Energy cases and that it is wise to join other counties and retain the same law firm. The portion of legal fees the County would pay will be small.

Recommendation

The Gila County Attorney's Office recommends that the Gila County Board of Supervisors retain the Law Firm of Helm, Livesay & Worthington, Ltd. to represent Gila County in the Continental Energy cases.

Suggested Motion

Information/Discussion/Action to approve a Legal Representation Agreement with the Law Firm of Helm, Livesay & Worthington, Ltd. to represent Gila County in the Continental Energy cases. **(Jeff Dalton)**

Attachments

Continental Energy retainer agreement

CONTINENTAL ENERGY exhibit A to legal representation agreement

LEGAL REPRESENTATION AGREEMENT
HELM, LIVESAY & WORTHINGTON, LTD.
1619 E. GUADALUPE, SUITE ONE
TEMPE, ARIZONA 85283
480-345-9500

This REPRESENTATION AGREEMENT ("Agreement" or "Contract") is entered into this ____ day of ____, 2018 by and between _____ County by _____ the undersigned, its _____, herein referred to as "Client", who hereby agrees to retain Helm, Livesay & Worthington, Ltd., 1619 East Guadalupe, Suite One, Tempe, Arizona, herein referred to as the "Firm".

1. **JOINT REPRESENTATION AGREEMENT.** By executing this Agreement, you represent that you understand the Firm will be representing other counties within Arizona in litigation known as Continental Energy et al v. Arizona Department of Revenue, et al; TX2018-000106, under this Agreement or under a document substantially the same as this Agreement, on the same terms, i.e. a Joint Representation Agreement. Each county client will be billed separately pursuant to the "Invoices" section below. Each county's share of the monthly invoice will be calculated on a formula that considers the amount of full cash value for solar energy equipment located in all counties executing this or a similar Agreement as 100% and that county's individual sum of full cash value as its percentage of the whole. Attached hereto as Exhibit A is a breakdown of full cash value of such equipment in each named county, using data obtained from the Arizona Department of Revenue. For example only, if all of the counties named as defendants in this case participate in this Agreement, the percentage of legal fees allocated to Maricopa County will be 75% of the whole. If some counties do not participate in this Joint Representation Agreement or a similar agreement but Maricopa does participate, its share could increase based on new calculation but pursuant to the same formula.

2. **HOURLY RATES.** It is agreed between the Client and the Firm that legal services actually performed for the Client by the Firm shall be charged at the current standard hourly rates set by the Firm for the services of attorneys and support personnel. These rates are subject to change, however Client understands that the rates to be charged as of the date of this Agreement are as follows:

<u>Tax Court</u>		<u>Appellate and Supreme Court</u>
Roberta Livesay	\$275/hour	\$300/hour
Joshua Carden	\$275/hour	\$300/hour
Paralegal	\$105/hour	\$105/hour

3. **INVOICES.** Invoices will be submitted to the Client each month for fees incurred the previous month. Each invoice will show all legal work performed on behalf of all Clients as a single total, with each individual Client's share set forth thereon. All invoices shall be due and payable upon receipt unless otherwise stated. Outstanding balances remaining due thirty (30) days from the date of billing will be subject to a finance charge of 1% per month (APR of 12%). Failure to pay invoices promptly will permit the Firm, after notice to the Client, to terminate its representation of the Client. It is understood that hourly time charges include but are not limited to: court appearances, office or telephone conferences, legal research, depositions, review of file materials or of documents sent or received, preparation or response to discovery, preparation for trials, hearings and conferences, drafting of pleadings or instruments, meetings with clients, and office memoranda or correspondence.

4. **OUT OF POCKET DISBURSEMENTS.** The Client agrees to assume and pay for all out-of-pocket costs incurred in connection with this matter on a prorate basis as set forth in the "Invoices" section hereinabove. These shall include, but not be limited to, filing fees, proprietary electronic database research, service of process costs, investigative expenses, expenses of depositions, copy costs and other incidental expenses.

5. **MISCELLANEOUS.** In some cases, the court awards counsel fees and costs to one party and orders the other party to pay the amount awarded. This is solely in the discretion of the court and cannot be relied upon with any certainty. Also, in some cases if there is a settlement agreed to by both parties to avoid a contested trial, the settlement agreement may provide that one of the parties will contribute an agreed amount towards the other party's legal expenses. In the initial stages of a matter it is impossible to predict whether either of the above situations will materialize and therefore no representation is made in this agreement that any contribution by the other party will be obtained toward the Client's legal expenses. In the event, however, such contributions are obtained for the benefit of the Client, the contribution in question will be credited against the firm's final bill to the Client or refunded to the Client, if it exceeds the Client's final bill, and the Client has already paid the charges. Until such time as fees awarded are actually collected, the fees due to the Firm remain the responsibility of the Client, and the Client is responsible for payment of the fees pursuant to the terms of this agreement.

6. DISCHARGE AND WITHDRAWAL. Client may discharge the Firm and any attorney employed by the Firm at any time. Any attorney employed by the Firm may withdraw with Client's consent of for good cause. Good cause includes Client's breach of this Contract, Client's refusal to cooperate with an attorney employed by the Firm or to follow advice from an attorney of the Firm on a material matter or any other fact or circumstance that would render the Firm's continuing representation unlawful or unethical.

7. EFFECTIVE DATE. This Contract will take effect when Client has performed the conditions stated in paragraph 1, but its effective date will be retroactive to the date any attorney or any other support staff from the Firm first provided services to Client. The date at the beginning of this Contract is for reference only. Even if this Contract does not take effect, Client will be obligated to pay the Firm the reasonable value of any services an attorney for the Firm may have performed for Client.

8. The Firm understands that Client is only able to enter into this Contract upon approval by the Board of Supervisors of _____ County, Arizona.

9. The Firm is not able to predict the total of legal work necessary to provide Client with excellent legal representation. The Firm will alert Client before the total legal fees incurred reaches Fifty Thousand Dollars (\$50,000) for all clients in the aggregate.

IN WITNESS WHEREOF, the parties have executed this agreement in Tempe, Arizona, this _____ day of _____, 2018.

CLIENT: _____ COUNTY, ARIZONA

By:

Address

Phone

Email

Date: -----

FIRM: **HELM, LIVESAY & WORTHINGTON,
LTD.**
by **Roberta S. Livesay, Partner**

CONTINENTAL ENERGY; TX2018-000106

EXHIBIT A TO LEGAL REPRESENTATION AGREEMENT

PERCENTAGE OF TOTAL LEGAL FEES DUE FROM EACH COUNTY

Coconino	5.5%
Gila	5%
Maricopa	75%
Pima	5%
Pinal	9.5%

ARF-5122

Regular Agenda Item 2. B.

Regular BOS Meeting

Meeting Date: 10/30/2018

Submitted For: James Menlove, County Manager

Submitted By: Sherry Grice, Management Associate

Department: County Manager

Information

Request/Subject

Future use of County-owned property known as the former Juvenile Detention Center located at 1425 E South Street, Globe.

Background Information

Effective January 4, 2017, an Intergovernmental Agreement (IGA) with Pinal County was put in place to allow Gila County Probation to transport juveniles in need of detention to the Pinal County Youth Justice Center (Juvenile Detention Center). The need to detain juveniles in Gila County has declined substantially, a trend consistent throughout the State of Arizona and nationally. Keeping the Globe Detention Center open for very few or no juveniles was 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 supported the Pinal County IGA and the closing of the Gila County Juvenile Detention Center.

Evaluation

In 2017, the Gila County Juvenile Detention Center located at 1425 E South Street, Globe, closed its doors indefinitely. The building has remained unused and empty since that time.

Conclusion

The Gila County Juvenile Detention Center located at 1425 E South Street, Globe, remains unused and empty since 2017. Timothy Wright, Presiding Judge of the Gila County Superior Court, supports the Board of Supervisors' consideration to allow the Sheriff's Office to use the former Juvenile Detention Center located at 1425 E South Street, Globe,

to house the Sheriff's administrative offices and for use as a storage facility.

Recommendation

Staff recommends that the Board of Supervisors allow the Sheriff's Office to use the former Juvenile Detention Center located at 1425 E South Street, Globe, to house the Sheriff's administrative offices and for use as a storage facility.

Suggested Motion

Information/Discussion/Action to consider allowing the Sheriff's Office to use the former Gila County Juvenile Detention Center located at 1425 E. South Street, Globe, to house the Sheriff's administrative offices and for use as a storage facility. **(Jacque Sanders)**

Attachments

Detention Center-Google Images

A.R.S. §8-305

A.R.S. §8-306

A.R.S. §48-4005



Juvenile Detention Facility, 1425 E South Street, Globe



Image capture: May 2011 © 2018 Google

Globe, Arizona

Google, Inc.



Juvenile Detention Facility, 1425 E South Street, Globe, AZ



Image capture: May 2011 © 2018 Google

Globe, Arizona

Google, Inc.

Street View - May 2011

A.R.S. §8-305. Detention center; jail; separate custody; definitions

A. The county board of supervisors or the county jail district, if authorized pursuant to title 48, chapter 25, shall maintain 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 this article shall be detained when necessary before or after a hearing or as a condition of probation. A juvenile who is charged with an offense that is not a dangerous offense and that is listed in section 13-501 may be detained in a juvenile detention center if the detention is ordered by the court. The board may enter agreements with public or private entities to acquire land for, build, purchase, lease-purchase, lease or expand a detention center required by this section.

B. The board of supervisors or the county jail district, if authorized pursuant to title 48, chapter 25, may provide for the detention of juveniles who are accused or convicted of a criminal offense in a jail or lockup in which adults are confined. A juvenile who is confined in a jail or lockup in which adults are confined shall be kept in a physically separate section from any adult who is charged with or convicted of a criminal offense, and no sight or sound contact between the juvenile and any charged or convicted adult is permitted, except to the extent authorized under federal laws or regulations.

C. A juvenile, pending a juvenile hearing, shall not be confined with adults charged with or convicted of a crime, except that:

1. A juvenile who is accused of a criminal offense or who is alleged to be delinquent may be securely detained in such location for up to six hours until transportation to a juvenile detention center can be arranged if the juvenile is kept in a physically separate section from any adult who is charged with or convicted of a crime and no sight or sound contact between the juvenile and any charged or convicted adult is permitted, except to the extent authorized under federal laws or regulations.

2. A juvenile who is transferred as provided in section 8-327 to the criminal division of the superior court may be securely detained if the juvenile is kept in a physically separate section from any adult charged with or convicted of a crime, and no sight or sound contact with any charged or convicted adult is permitted, except to the extent authorized under federal laws or regulations.

3. A juvenile who is arrested for an offense listed in section 13-501 may be detained in a juvenile detention center until formally charged as an adult. After a juvenile has been formally charged as an adult the juvenile may be either of the following:

(a) Detained in a juvenile detention center if the offense is not a dangerous offense and the detention is ordered by the court.

(b) Securely detained in an adult facility if the juvenile is detained separately from any adult charged with or convicted of a crime, except to the extent authorized under federal laws or regulations.

D. In determining whether to order that a juvenile who is charged with an offense that is not a dangerous offense and that is listed in section 13-501 be detained in a juvenile detention center or an adult facility pursuant to subsection A or subsection C, paragraph 3, subdivision (a) of this section, the court shall consider all of the following:

1. The best interests of both the juvenile charged as an adult and the other juveniles detained in the juvenile detention center.

2. The severity of the charges against the juvenile charged as an adult.

3. The existing programs and facilities for juveniles at both the juvenile detention center and the adult facility.

4. Any other factor relevant to the determination of where to detain the juvenile.

E. A child who is alleged to be delinquent or who is alleged to be incorrigible shall not be securely detained in a jail or lockup in which adults charged with or convicted of a crime are detained. A child may be nonsecurely detained if necessary to obtain the child's name, age, residence or other identifying information for up to six hours until arrangements for transportation to any shelter care facility, home or other appropriate place can be made. A child who is nonsecurely detained shall be detained separately from any adult charged with or convicted of a crime, and no sight or sound contact with any charged or convicted adult is permitted, except to the extent authorized under federal laws or regulations.

F. Any detained juvenile or child who, by the juvenile's or child's conduct, endangers or evidences that the juvenile or child may endanger the safety of other detained children shall not be allowed to intermingle with any other juvenile or child in the detention center.

G. Pursuant to section 8-322, the county board of supervisors, the county jail district board of directors or the administrative office of the courts on behalf of the juvenile court may enter into an agreement with public or private entities to provide the detention centers required by subsection A of this section.

H. For the purposes of this section:

1. "Dangerous offense" has the same meaning prescribed in section 13-105.

2. "Juvenile" includes a person who is under the jurisdiction of the juvenile court pursuant to section 8-202, subsection H.

A.R.S. §8-306. Supervision and inspection of juvenile detention center and shelter care facilities

A. The presiding judge of the juvenile court shall supervise the juvenile detention center and may appoint a person of good moral character to operate and manage the detention center.

B. The department of juvenile corrections shall inspect the detention centers of each county semiannually and within ten working days after each inspection shall make a written report to the presiding judge of the juvenile court of the condition and operation of the detention center, together with such recommendations as it deems advisable, and a copy of such report shall be filed with the county board of supervisors.

A.R.S. §48-4005. Management of juvenile detention facilities

Notwithstanding any provisions in this article authorizing the sheriff to operate and manage facilities of the district, the presiding judge of the juvenile court shall supervise the juvenile detention facilities as provided in section 8-306 and may appoint a person of good moral character to operate and manage the juvenile detention facilities.

ARF-5139

Regular Agenda Item 2. C.

Regular BOS Meeting

Meeting Date: 10/30/2018

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

Information

Request/Subject

Adopt Resolution No. 18-10-04 accepting a Quit Claim Deed (QCD) from the Maurine, Kay, and Lila Family Trust for Pine Creek Drive for roadway and drainage purposes and establish Pine Creek Drive as a Primitive Road.

Background Information

Pine Creek Drive is in Pine, AZ and connects Hardscrabble Mesa Road and North Road. Acceptance of this QCD will provide a dedicated public access for residents of North Road and residents living along Pine Creek Drive to Hardscrabble Mesa Road and access to SR 87. Acceptance of this road will also be used to convey drainage from Hardscrabble Mesa Road to Pine Creek.

Evaluation

Accepting this QCD for roadway and drainage purposes will allow access to North Road and will provide County staff with a means of conveying water to Pine Creek. Pine Creek Drive meets the requirements of a primitive road. It was opened prior to June 13, 1975 and was not constructed in accordance with county standards.

Conclusion

It is the best interest of the County to accept a QCD for Pine Creek Drive for roadway and drainage purposes and establish Pine Creek Drive as a primitive road. Pine Creek Drive is shown on Pine Creek Subdivision No. 1, Plat Map No. 190, Gila County Records and recorded in 1957.

Recommendation

The Gila County Public Works Division Director and the County Engineer recommend the Board's approval and adoption of Resolution No. 18-10-04 accepting a QCD for Pine Creek Drive and establishing Pine Creek Drive as a Primitive Road.

Suggested Motion

Information/Discussion/Action to adopt Resolution No.

18-10-04 accepting a Quit Claim Deed from the Maurine, Kay, and Lila Family Trust for Pine Creek Drive for roadway and drainage purposes and establishing Pine Creek Drive as a Primitive Road. **(Steve Sanders)**

Attachments

Resolution No. 18-10-04 with Exhibit B

QCD for Pine Creek Road

When recorded please send to:
Marian Sheppard
Clerk of the Board



RESOLUTION NO. 18-10-04

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ACCEPTING A QUIT CLAIM DEED FROM MAURINE H. HEISDORFFER, KAY D. SHAW, AND LILA F. HARDIN, CO-TRUSTEES OF THE MAURINE, KAY, AND LILA FAMILY TRUST, TO QUIT CLAIM PINE CREEK DRIVE IN PINE, ARIZONA TO GILA COUNTY FOR ROADWAY AND DRAINAGE PURPOSES AS SHOWN ON THE ATTACHED EXHIBIT “B”; AND TO BE ESTABLISHED AS A PRIMITIVE ROAD AUTHORIZING ITS CHAIRMAN TO EXECUTE THE DOCUMENT ON BEHALF OF GILA COUNTY.

WHEREAS, Maurine H. Heisdorffer, Kay D. Shaw, and Lila F. Hardin have agreed to quit claim to Gila County Pine Creek Drive for roadway and drainage purposes; and

WHEREAS, the Board of Supervisors finds that the public interest will be served by the acceptance of the foregoing deed upon the terms and conditions set forth therein; and

WHEREAS, in accordance with the provisions of A.R.S. §28-6706 The Gila County Board of Supervisors may designate and sign a public road within its jurisdiction as a primitive road; and,

WHEREAS, Pine Creek Drive was opened prior to June 13, 1975 and was not constructed in accordance with county standards; and,

WHEREAS, Pine Creek Drive shall be signed as a Primitive Road in locations along said road to adequately warn the public; and,

WHEREAS, the signs shall state Primitive Road, Caution, use at your own risk. This surface is not regularly maintained.

WHEREAS, the Board of Supervisors finds that the public interest will be served by designating Pine Creek Drive as shown on the attached Exhibit “B” the road as a Primitive Road in accordance with ARS 28-6706

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that Pine Creek Drive as shown on the attached Exhibit “B” be accepted for maintenance into the Gila County Primitive Roads System.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby accepts the Quit Claim Deed from Maurine H. Heisdorffer, Kay D. Shaw, and Lila F. Hardin, Co-Trustees of the Maurine, Kay, and Lila Family Trust, to quit claim Pine Creek Drive in Pine, Arizona to Gila County for roadway and drainage purposes and to be established as a primitive road; and authorizes its Chairman to execute the document on behalf of Gila County.

PASSED AND ADOPTED this 30th day of October 2018, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

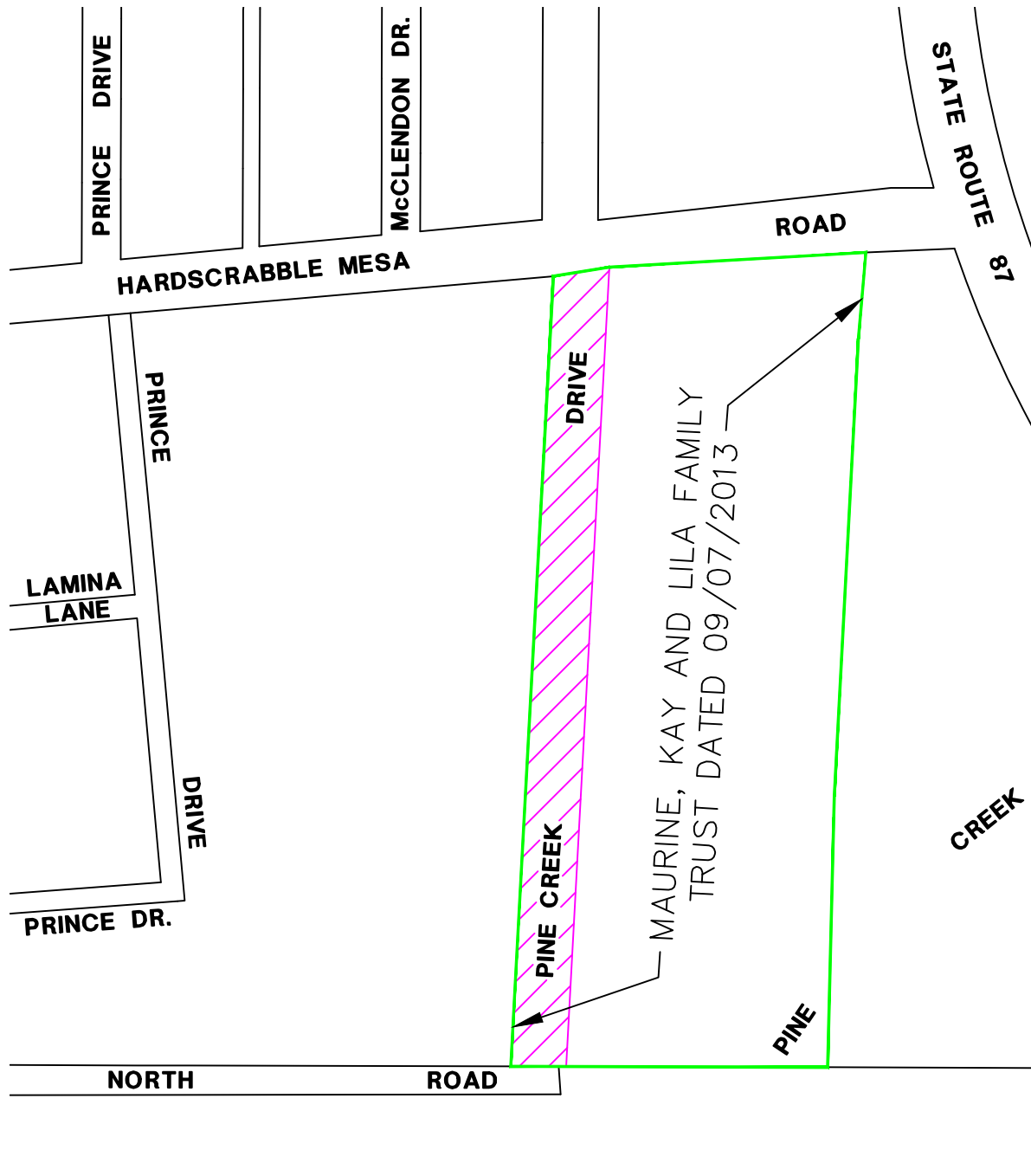
Marian Sheppard, Clerk of the Board

Tim R. Humphrey, Chairman

Approved as to form:

Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

EXHIBIT "B"



Gila County Public Works

STEVE SANDERS, DIRECTOR

745 N. Rose Mofford Way
Globe, AZ 85501

(928) 402-8899
FAX (928) 425-8104

PINE CREEK DRIVE
FROM
HARDSCRABBLE MESA ROAD
TO
NORTH ROAD



NOT TO SCALE

When recorded return to:
Gila County Public Works Dept.
745 N. Rose Mofford Way
Globe, AZ 85501

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars (\$10.00), and other valuable consideration, **MAURINE H. HEISDORFFER, KAY D. SHAW and LILA F. HARDIN, Co-Trustees of the Maurine, Kay and Lila Family Trust dated September 7, 2013**, do hereby release, devise, and forever quitclaim to **GILA COUNTY, a BODY POLITIC**, all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made a part hereof

Exempt per A. R. S. section 11-1134 A-3

In compliance with ARS 33-404, the names and addresses of the beneficiaries, who are also the grantors under the above trust, are: Maurine H. Heisdorffer, P.O. Box 601, Pine, AZ 85544, Kay D. Shaw, 2280 E. Carla Vista Place, Chandler, AZ 85225 and Lila F. Hardin, P.O. Box 452, Pine, AZ 85544.

Dated this 7 day of Sept. 2018


MAURINE H. HEISDORFFER

STATE OF (ARIZONA)
) ss.
COUNTY OF (GILA)

ACKNOWLEDGMENT

On this 7th day of September, 2018, before me, the undersigned Notary Public, personally appeared **Maurine H. Heisdorffer**, known to me to be the individual who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires: 8-21-2020 Notary Public



Dated this 17 day of September 2018

KAY D. SHAW

STATE OF (ARIZONA)
) ss.
COUNTY OF (Gila)

ACKNOWLEDGMENT

On this 7th day of September, 2018, before me, the undersigned Notary Public, personally appeared **Kay D. Shaw**, known to me to be the individual who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires: 8-21-2020 Notary Public



Lila F. Hardin
LILA F. HARDIN

 Notary Public State of Arizona
Gila County
Julie Pugel
My Commission Expires 08/21/2020

EXHIBIT "A"

**LEGAL DESCRIPTION
Pine Creek Drive
(A portion of Parcel No. 301-21-065)**

**Gila County Public Works
Job No. GC2018-14**

**August 29, 2018
Page 1 of 1**

A 50 feet wide strip of land described in Docket 128, Page 95, Gila County Records (G.C.R.), lying within the Southwest Quarter of the Northeast Quarter of Section 36, Township 12 North, Range 8 East, Gila and Salt River Meridian, Gila County, Arizona, said strip of land being the west 50 feet of that certain parcel described in warranty deed recorded as Fee No. 2013-010896, G.C.R., and more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of said Section 36;

THENCE West along the Quarter Section line 396.0 feet to the TRUE POINT OF BEGINNING;

THENCE proceeding West (assumed) along the Quarter Section line a distance of 279.25 feet to a point;

THENCE North 3 degrees 01 minutes East a distance of 720 feet, more or less, to a point on the South side of the existing lane or roadway;

THENCE North 84 degrees 43 minutes East 50 feet to a point;

THENCE North 86 degrees 38 minutes East 231.9 feet to a point;

THENCE South 4 degrees 56 minutes West 78 feet to a point;

THENCE South 3 degrees 50 minutes West 413.56 feet to a point;

THENCE South 1 degree 22 minutes West 244.53 feet to the TRUE POINT OF BEGINNING, having an area of 0.811 acres, more or less.

ARF-5145

Regular Agenda Item 2. D.

Regular BOS Meeting

Meeting Date: 10/30/2018

Submitted For: Michael O'Driscoll, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2019

Budgeted?: Yes

Contract Dates 2018-2019

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Award Contract No. 080318-Supplemental Nutrition Assistance Program Education Support Services to Pinnacle Prevention.

Background Information

Gila County is seeking consultation services to implement collaborative and comprehensive public health approaches and public health marketing supporting our Supplemental Nutrition Assistance Program Education (SnapEd) and the Healthy People Healthy Communities (HPHC) strategies for Healthy Arizona Policy Initiatives (HAPI).

Gila County is seeking to contract with one Arizona-based organization employing a Registered Dietitian Nutritionist (RDN), Physical Activity Specialist, and Marketing and Communications Specialist, to implement policy, system, and environmental food systems, active living, and school health strategies; to provide nutrition education and physical activity promotion; design and implement public health marketing and communications tools including social media promotion; and, support the development of partnerships and stakeholder engagement with a focus on low-income individuals and families, and children and youth with special healthcare needs. The overall goal of the consultation and marketing support is to apply comprehensive evidence-based strategies to improve health outcomes and well being for Gila County residents.

Request for Proposals (RFP) No. 080318-Supplemental Nutrition Assistance Program Education Support Services was advertised in the

Payson Roundup on September 18, 2018, and September 25, 2018, with a bid due date of October 3, 2018. The Request for Proposals was also posted on the Gila County website. Bid responses were opened in a public setting and evaluated in accordance with A.R.S. §41-2533, Competitive Sealed Bidding.

In researching consultants to notify of this opportunity to submit proposals, it was determined by staff (through contact lists at the state and internet search) that there was only one company in Arizona which has a Registered Dietitian on staff available for consulting work.

Evaluation

The award of Grant No. ADHS16-106556 for SNAP-Ed and Local Implementation Services has opened the door for the Gila County Health Department to implement a policy, systems, and environmental change focus that makes healthier choices a real, feasible option for every community member by looking at the laws, rules and environments that impact our behavior. Policy, systems and environmental change is a way of modifying the environment to make healthy choices practical and available to all community members. By changing laws and shaping physical landscapes, a big impact can be made with little time and resources. By changing policies, systems and or environments, communities can help tackle health issues like obesity, diabetes, cancer and other chronic diseases.

To fulfill grant requirements, Gila County is seeking to contract with one Arizona-based organization employing a Registered Dietitian Nutritionist (RDN), Physical Activity Specialist, and Marketing and Communications Specialist, to implement policy, system, and environmental food systems, active living, and school health strategies; to provide nutrition education and physical activity promotion; design and implement public health marketing and communications tools including social media promotion; and, support the development of partnerships and stakeholder engagement with a focus on low-income individuals and families, and children and youth with special healthcare needs. The overall goal of the consultation and marketing support is to apply comprehensive evidence-based strategies to improve health outcomes and wellbeing for Gila County residents.

RFP No. 080318 was emailed to three contractors; advertised in the Payson Roundup, and posted on the County website.

Gila County received one bid from Pinnacle Prevention. Evaluation of the proposal was conducted by the Director of Health & Emergency

Management and was found to be in full compliance with the bid guidelines.

Conclusion

To meet grant requirements, Gila County is seeking to award Contract No. 080318 for Supplemental Nutrition Assistance Program Education Support Services to contract support services for the administration of food systems and active living services in alignment with the Supplemental Nutrition Assistance Program Education (SNAP-Ed), Arizona Health Zone, and Policy System and Environmental (PSE) strategies.

Recommendation

It is the recommendation of the Finance Director and the Health & Emergency Management Division Director that the Board of Supervisors award a contract to Pinnacle Prevention for Requests for Proposals No. 080318 Supplemental Nutrition Assistance Program Education Support Services.

Suggested Motion

Information/Discussion/Action to review the bid submitted for Request for Proposals No. 080318 - Supplemental Nutrition Assistance Program Education Support Services; award to Pinnacle Prevention in the amount of \$160,000; and authorize the Chairman's signature on the award contract. **(Michael O'Driscoll)**

Attachments

Contract No. 080318

Quote Tabulation Form

As Read Bid Results

Pinnacle Peak-Sealed Bid

**Supplemental Nutrition Assistance Program Education
Support Services Proposal**

Prepared for Gila County

Request for Proposals (RFP) No. 080318



3100 West Ray Road, Suite 201
Chandler, AZ 85226

480.207.5955

www.pinnacleprevention.org

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Growing healthy families and communities.

3100 West Ray Road | Suite 201 | Chandler, AZ, 85226 | www.pinnacleprevention.org

September 30, 2018

Gila County
Finance Department
1400 East Ash Street
Globe, AZ 85501

Dear Gila County, Administrative Team,

Pinnacle Prevention is pleased to submit the enclosed proposal for the provision of Supplemental Nutrition Assistance Program Education (SNAP-Ed) and Health in Arizona Policies (HAPI) support services in response to the Request for Proposal (RFP) issued for *Supplemental Nutrition Assistance Program Education Support Services* (RFP No. 080318).

Pinnacle Prevention is an Arizona-based nonprofit 501(c)(3) public health consulting firm specializing in food systems and active living. Our firm includes a team of innovative Registered Dietitian Nutritionists (RDNs), Researchers, and Social Scientists with over 15 years of experience in SNAP-Ed administration and administration of other United States Department of Agriculture (USDA) Nutrition programs and Public Health Programs. Details of our unique qualifications specific to the needs identified in the scope of work are included in this proposal. Any questions regarding this proposal may be directed to Mrs. Adrienne Z. Udarbe, Pinnacle Prevention Director, who is available at (480) 415 - 4563 or at adrienneudarbe@pinnacleprevention.org.

Sincerely,

Adrienne Z. Udarbe, MS, RDN
Executive Director, Pinnacle Prevention



Description of Organization

Pinnacle Prevention is an Arizona-based nonprofit organization dedicated to growing healthy families and communities. The mission of Pinnacle Prevention is to inspire and advance a healthy food system and opportunities for active living. Pinnacle Prevention's commitment to quality is guided by our mission-driven design including the following core values that are reflected in our approach: strategic, focused, meaningful, insightful, inspiring, engaging, and trustworthy. The team offers expertise in the administration of United States Department of Agriculture (USDA) nutrition programs, including the Supplemental Nutrition Assistance Program Nutrition Education and Obesity Prevention (SNAP-Ed) grant program combined with over three years of experience working with Gila County communities. Our principal activities are driven by Policy, System, and Environmental (PSE) approaches and include: PSE planning and strategy implementation, public health assessments, facilitation and community engagement, strategic planning, and community health studies and research. Pinnacle Prevention offers extensive expertise in the implementation of healthy eating and active living strategies including food system environments, active living environments, and school-based environments to meet the deliverables expected for supporting both SNAP-Ed and HAPI public health programming.

Founded in 2014, Pinnacle Prevention has had the unique opportunity to work with diverse stakeholders at the federal, state, county, and city levels, and with community-based agencies and organizations, including county public health departments, tribal partners, and health care systems. Our team is highly skilled in applying evidence-based approaches in the delivery of nutrition education and obesity prevention services, while remaining grounded in the understanding of the complexity of factors that influence behavior change. These attributes facilitate cooperation of, and valuable input from key community partners and the public in optimizing program outcomes. Our team has experience working with rural and tribal programs and partners and experience in working in Gila County communities. We have provided SNAP-Ed support services for Gila County for the past three years. This has provided us with intimate knowledge of the needs of Gila towns and cities and allowed us to establish strong relationships with



stakeholders. We have a proven track record of effective and efficient project management and delivery. We offer a strong and experienced team of Registered Dietitians that are grounded in science and evaluation, but also understand the federal regulations and requirements expected in the delivery of SNAP-Ed services. Pinnacle Prevention is well-versed in the Dietary Guidelines for Americans, Physical Activity Guidelines for Americans, and Arizona Department of Health Services AZ Health Zone, formerly Arizona Nutrition Network (AzNN), Policies and Procedures. The Pinnacle Prevention team is highly skilled at engaging community members and can quickly build rapport and acceptance because of our extensive knowledge base and experience working across sectors and especially in rural communities across Arizona. While our expertise is rooted in food systems and public health work we also understand the day to day challenges individuals participating in SNAP experience and tailor our approach with consideration for these challenges. A significant aspect of our work is dedicated to working across the Arizona food and active living systems to support local economies and helping to shape public policy in a positive way to improve health outcomes. This aspect of our work aligns with HAPI programming. We integrate policy and advocacy from the federal level, to the state level, all the way down to the local level and help to build stakeholders capacity of understanding the layers of public policy that impact our collective outcomes with consideration for culture and inclusion.



Project Experience

Pinnacle Prevention is well versed in providing the support services necessary to implement SNAP-Ed and HAPI in Gila County. Our support will include the expertise of the following key personnel: Adrienne Udarbe, MS, RDN; Jessie Gruner, PhD, RDN; Jaclyn Chamberlain, MPH, RDN, CSP; Kathleen Carlson, MScA, RDN; and, Cynthia Melde, MS. Please refer to the detailed team qualifications in the key personnel experience section. Examples of similar project experience includes the following:

- **Gila County Health and Emergency Management, SNAP-Ed and HAPI:**
Pinnacle Prevention has served as the existing SNAP-Ed and HAPI support services contractor with Gila County Health and Emergency Management since 2015 to date. In this capacity Pinnacle Prevention has successfully fulfilled grant requirements, reporting, strategy implementation, and communications development.
- **Arizona Food Systems Network (AzFSN) Coordination and Support:**
Pinnacle Prevention is currently serving as the backbone organization in the implementation of a collective impact plan addressing the needs of the Arizona Food Systems Network. This project has included coordinating and administering recurring stakeholder engagement sessions, establishing a common agenda, establishing shared measurements, and aligning mutually reinforcing activities around nutrition and food systems strategies.
- **Double Up Food Bucks Arizona Implementation:** Pinnacle Prevention is currently serving as the implementing agency for the SNAP fruit and vegetable incentive matching program. This project has included implementing the SNAP match programming at over 28 sites across Arizona for the SNAP population and local farmers, establishing program protocols for administration and evaluation, and providing education, training, communications, and technical assistance.



- **First Things First, Early Childhood Nutrition Teams (ENCT) Facilitation:**
Pinnacle Prevention provides technical assistance and facilitation support for the implementation of Early Childhood Nutrition Teams focusing on improving nutrition outcomes for the early childhood population, children ages 0-5. This includes coordination, facilitation, and strategic planning.
- **Women, Infants, and Children (WIC) Training and Technical Assistance:**
Pinnacle Prevention provides training development, implementation, and evaluation for ITCA WIC, New Mexico WIC, and CNMI WIC. Project experience includes staff training and development, community engagement with low income populations, and program planning.
- **Maricopa County Department of Public Health (MCDPH), Supplemental Nutrition Assistance Program Education (SNAP-Ed)/Arizona Nutrition Network Program Technical Assistance:** Pinnacle Prevention provided technical assistance to the MCDPH Office of Nutrition and Physical Activity SNAP-Ed program to develop and implement the SNAP-Ed plan and programmatic activities for food access, food security, active living, school health, and early childhood. This included leading efforts to support development, implementation, and evaluation of nutrition and physical activity policies and environments in SNAP-Ed service settings.
- **Arizona Department of Health Services (ADHS), SNAP-Ed (Formerly AzNN):**
Mrs. Udarbe and Mrs. Carlson both served as Managers in the implementation and evaluation of SNAP-Ed services across Arizona in their former roles with the ADHS. Responsibilities included operational oversight, budgeting, technical assistance, training, education, and social marketing.

Additional program experiences and material development samples are available upon request.



Key Personnel Experience and Qualifications

Pinnacle Prevention prides itself on the exemplary qualifications of personnel that will be assigned to fulfilling program deliverables should we be awarded. Pinnacle Prevention support will include five (5) key project personnel with the following qualifications:

Adrienne Udarbe, MS, RDN, Pinnacle Prevention Executive Director and Registered Dietitian, will serve as administrative support providing grant management oversight ensuring that project deliverables are of high quality and completed on time and on budget. In her current role, Mrs. Udarbe oversees operations, partnership support and technical assistance, assessment and planning, and research. Ms. Udarbe brings to this project more than 15 years of experience working in the public sector. She has a proven track record of successfully translating evidence-based behavior change theories and practices into influential initiatives. She combines her unique understanding of the complexities that influence systems change with expertise in community-driven engagement. Previously, Mrs. Udarbe served as the Community Programs Manager with the Arizona Department of Health Services (ADHS), with oversight of \$20 million dollars in federal and state grants across eight different public health initiatives, including experience with USDA nutrition assistance programs and child nutrition programs, which included SNAP-Ed. She has over a decade of experience in planning, policy, evaluation, and community food systems and development working in government and nonprofit organizations targeting low-income households. Specific to the delivery of SNAP-Ed services in Gila County, Mrs. Udarbe's experience has included oversight and management of Gila County SNAP-Ed services to date, management of the Double Up Food Bucks AZ SNAP match program, management of the Farmers Market Nutrition Program (FMNP) and coordination of the Special Supplemental Program for Women, Infants, and Children (WIC) programs. She also has extensive experience in informing legislative policy to best support healthy food systems and healthy community design. Mrs. Udarbe has also served as a contributing subject matter expert on the publication: A Practitioners Guide for Advancing Health Equity – Community Strategies for Preventing Chronic Disease (Health Equity Guide) from the



Centers for Disease Control and Prevention (CDC), author of Standards of Practice and Standards of Professional Performance for Registered Dietitian Nutritionists (Competent, Proficient, and Expert) in Public Health and Community Nutrition, and has served as adjunct faculty with Chandler Gilbert Community College (CGCC) in the instruction and education of fundamentals of human nutrition.

Jessie Gruner, PhD, RDN, Pinnacle Prevention Director of Community Innovations and Registered Dietitian will serve as policy, systems, and environmental support for the delivery of SNAP-Ed and HAPI services in Gila County. In her current role, Dr. Gruner oversees policy development and technical assistance with partners across Arizona. She is responsible for testing and implementing programming innovations, completing community assessments, facilitating community engagement, providing technical assistance in food systems policy efforts with urban and rural community partners, and delivering unique nutrition education approaches to a variety of populations. She also serves as the organizational lead in the administration and oversight of the Double Up Food Bucks Arizona program. Previous to her role with Pinnacle Prevention, Dr. Gruner lead research efforts in food policy related to menu labeling and measuring demand and access for the fresh fruit and vegetable program (FFVP). Dr. Gruner also serves as the Advocacy Director and Public Policy Coordinator for the Arizona Academy of Nutrition and Dietetics.

Jaclyn Chamberlain, MPH, RDN, CSP, Pinnacle Prevention Director of Community Engagement and Registered Dietitian specializing in Pediatrics, will serve as lead nutrition educator and community engagement support. In her current role, Ms. Chamberlain is responsible for designing, developing, and facilitating partner training and providing technical assistance for programming strategies. Prior to her role with Pinnacle Prevention, Ms. Chamberlain served as a Training Manager with the Arizona Department of Health Services and was nationally recognized by federal partners for her efforts in implementing client-centered services across Arizona. Ms. Chamberlain has extensive experience in tailoring engagement for a variety of audiences and integrating cultural considerations into strategy approaches. She has received national



recognition from the USDA for her efforts in integrating a participant-centered approach into WIC service delivery and support. Ms. Chamberlain offers expertise in focus group facilitation, community-driven planning, and incorporating equity into planning processes.

Kathleen Carlson, MScA, RDN, Pinnacle Prevention Director of Community Strategies and Registered Dietitian, will serve as evaluation and capacity building support. In her current role, Mrs. Carlson oversees strategy development and evaluation. She works with partners, funders, and stakeholders to advance prevention initiatives for communities across Arizona. She supports efforts to implement evidence-based strategies and best practices; gathers data and insights to inform ongoing quality improvement; facilitates the exchange of information, best practices and successes among community partners; provides technical assistance for policy, system, and environmental (PSE) strategies for prevention efforts; and, provides general program evaluation and reporting. Before her role with Pinnacle Prevention, Mrs. Carlson served as an Evaluator on the Research and Evaluation team within the Arizona Department of Health Services Bureau of Nutrition and Physical Activity. This included expertise in statistical evaluation and epidemiology services specific to nutrition and physical activity among low income populations. Her expertise in the development of monitoring plans and evaluation framework combined with her advanced education provides a unique approach to assessing and analyzing needs with respect to desired outcomes.

Cynthia Melde, MS, Pinnacle Prevention Director of Community Impact, will serve as the active living and physical activity support subject matter expert. In her current role, Ms. Melde is responsible for administration and oversight of the Arizona Food Systems Network and cross-sector collaborations in active living and early childhood development. She specializes in community engagement, health innovations, and results-oriented facilitation. She is well known for fostering strong relationships and collaborating with government, business, non-profit and philanthropic organizations to create upstream solutions that support healthy, thriving communities. Before her role with Pinnacle Prevention, Ms. Melde served as a Regional Director for First Things First



leading community engagement, systems building efforts, needs assessments, and assets management. She also served as a Manager with the Arizona Department of Health Services focused on mobilizing community networks to foster positive systematic and sustainable health outcomes. In this role, she launched the Health Impact Assessment (HIA) program at ADHS and co-founded the Health in Policy and Practice Alliance, now known as the Arizona Alliance for Livable Communities. With a strong background in research and epidemiology, Ms. Melde combines the rigor of strong data and research with her community engagement skillset.

Our combined experience and skillset facilitate cooperation of, and valuable input from a variety of stakeholders, positioning us an ideal organization to support SNAP-Education and HAPI in Gila County. Our support will include technical assistance in project and partner coordination, development of nutrition education and marketing materials, evaluation, and reporting. Pinnacle Prevention will remain flexible in program delivery as required by the grant. Pinnacle Prevention is committed to the goals of SNAP-Education and HAPI and the work aligns with our overall mission and vision. We are deeply committed to providing the time and resources required to meet the shared desired results.

Resumes and CVs for key personnel are included as appendices.



Budget

In alignment with fair market rates and based upon experience and education, Pinnacle Prevention proposes the following annual budget to accomplish the proposed requirements and deliverables for SNAP-Ed and HAPI support:

Budget Category	Budget Description	Annual Expenses
Personnel Costs including ERE	Split funding across 5 key personnel: <ul style="list-style-type: none">• SNAP-Ed• HAPI	\$70,000.00 \$50,000.00
Marketing and Communications	Social Marketing	\$20,000.00
Equipment, Supplies, and Materials	Customized promotional educational reinforcement items (ERIs) for the target population	\$10,000.00
Travel (In-State)	In state travel (mileage only) required to implement SNAP-Ed and HAPI strategies across Gila County consistent with state per diems.	\$8,000.00
Building Space	In-Kind	\$0
Maintenance	In-Kind	\$0
Indirect Costs	10% Federal De Minimis	\$15,500.00
Total Expenses		\$170,500.00

Any additional hours beyond the outlined projections for additional tasks that may become necessary during the course of the annual project period will be billed at fixed hourly pricing of \$70.00/hour. Forecasted projections are subject to change. Pinnacle Prevention understands that budgets may change based on the availability of grant funding and will remain flexible in amending deliverables based upon the availability of funding.

The formulation utilized to derive the hourly rate is inclusive of labor, ERE, insurance, and overhead. As a nonprofit firm, Pinnacle Prevention does not factor in profit margins.



Appendices



Resumes/CVs





Adrienne Z. Udarbe, MS, RDN

Education and Training

Master of Science (MS), Nutrition and Dietetics

- Central Michigan University, Mt. Pleasant, MI

Bachelor of Science (BS), Nutrition Science

- University of Nevada Las Vegas, Las Vegas, NV

Credentials

RDN, Registered Dietitian Nutritionist

Professional Experience

Pinnacle Prevention, Chandler, AZ (December 2013 – Present), Executive Director

- Nonprofit leadership and administration dedicated to advancing the organizational vision and mission while guiding day to day operations
- Develop, implement, and coordinate strategic planning efforts
- Budget development and funding support
- Oversight of grant management and contracts
- Community engagement, facilitation, and advocacy
- Serves as subject matter expert for community partners in community health, community food systems, and community design
- Maintain current knowledge of federal, state, and local legislation, rules, and regulations impacting food systems, active living, and overall population health

Chandler Gilbert Community College, Chandler, AZ (August 2014 – December 2015), Adjunct Nutrition Faculty

- Instructor, Fundamentals of Human Nutrition
- Advise allied health students on evidence-based nutrition care
- Lesson planning and development of online instruction modules

Arizona Department of Health Services, Phoenix, AZ (August 2006 – December 2013), Community Programs Manager

- Served as Program Manager over public health nutrition and physical activity programs including SNAP-Ed; WIC; Farmers Market Nutrition Program (FMNP); Breastfeeding Programs; Empower early childhood health program; Health Impact Assessments (HIAs); CDC Healthy Community Design initiatives; CDC School Health Initiatives; and state Folic Acid Program with combined budget of over \$20 million in state and federal grants
- Interprets federal regulations for grant oversight and management
- Develops and implements program policies and procedures
- Oversight of policy, system, and environmental (PSE) change strategies

Sun Valley Home Care and Hospice, Mesa, AZ (November 2006 – December 2013), Clinical Dietitian

- Dietetic consultant for home health and hospice patients
- Dietary assessment and coordination of nutrition care plans
- Nutrition support, monitoring, and advising
- Patient nutrition education development
- Federal compliance and monitoring of nutrition services

American Red Cross, San Diego, CA (January 2004 – August 2006), WIC Site Supervisor/Registered Dietitian

- Dietitian and Site Supervisor for WIC agency with caseload of 30,000
- Motivation interviewing and nutrition counseling in alignment with Value Enhance Nutrition Assessment (VENA)
- Facilitate and teach individual and group nutrition education for high risk low income populations
- Mentoring, training, and community outreach

Additional previous professional experience available upon request



Publications

- Academy of Nutrition and Dietetics: Standards of Practice and Standards of Professional Performance for Registered Dietitian Nutritionists (Competent, Proficient, and Expert) in Public Health and Community Nutrition. Meg Bruening, PhD, MPH, RD; Adrienne Z. Udarbe, MS, RDN; Elizabeth Yakes Jimenez, PhD, RD; Phyllis Stell Crowley, MS, RD, IBCLC; Doris C. Fredericks, MEd, RD, FADA; Leigh Ann Edwards Hall, MPH, RD. J Acad Nutr Diet. 2015;115:1699-1709.
- Contributing Subject Matter Expert to the Centers for Disease Control and Prevention (CDC) - A Practitioners Guide for Advancing Health Equity – Community Strategies for Preventing Chronic Disease (Health Equity Guide)

Professional Presentations

- Voices for Healthy Kids Summit, 2017
 - Academy of Nutrition and Dietetics, 2015
 - USDA Food and Nutrition Services Nutrition Symposium, 2013
 - National Association for Family Child Care Annual Conference, 2013
 - Weight of the Nation, Washington DC 2012
 - Association of Maternal and Child Health Programs, Washington DC 2012
 - National Initiative for Children's Healthcare Quality (NICHQ) Collaborate for Healthy Weight, 2012
 - Center for Disease Control, Communities Putting Prevention to Work, Atlanta, GA 2011
- Additional local and state-based presentations available upon request***

Awards and Recognitions

- Excellence in Practice, Association of State and Territorial Public Health Nutritionists, 2013
- Emerging Dietetics Leader, Academy of Nutrition and Dietetics, 2012
- The White House, Let's Move! Recognition Award, May 2012

Media Experience

- Television: Recurring Featured Health Expert on Channel3TV – AZ Family – Good Morning Arizona, Your Life A to Z; Channel 12 AZ Central News – AZ Midday; ABC15 Arizona – Sonoran Living
- Newspaper: Featured with The Arizona Republic; Cronkite News; Washington Post
- Radio: Featured Subject Matter Expert with KTAR Arizona News Talk; KJZZ Phoenix Public Radio
- Video: CDC Childhood Obesity PSA Video; ADHS School Health Advisory Council PSA; ADHS Farmers' Market Promotion Video

Professional Membership

- American Public Health Association
- Arizona Public Health Association
- Academy of Nutrition and Dietetics – Hunger and Environmental Nutrition (HEN) Practice Group
- Local First Arizona
- Urban Land Institute



Jessie Green Gruner, PhD, RDN

Education and Training

Doctor of Philosophy (PhD), Exercise Science and Nutrition

- Arizona State University, Phoenix, AZ
- Summa Cum Laude

Master of Science (MS), Human Nutrition

- Arizona State University, Tempe, AZ
- Summa Cum Laude

Bachelor of Science (BS), Nutrition and Dietetics

- University of New Mexico, Albuquerque, NM
- Summa Cum Laude

Credentials

RDN, Registered Dietitian Nutritionist

Professional Experience

Pinnacle Prevention, Chandler, AZ (May 2017 – Present), Director of Community Innovations

- Cultivate strategic partnerships and cross sector relationships to result in community innovations supporting a healthy food system and opportunities for active living
- Develop project proposals to advance health equity and healthy communities consistent with evidence-based strategies and best practices
- Facilitate the exchange of information, best practices and successes among stakeholders and community partners
- Provide day-to-day operational support in all aspects of administration of Double Up Food Bucks Arizona
- Support the management of grants and contracts fulfilling deliverables and reporting requirements
- Monitor and provide technical assistance in federal, state, and local policy and advocacy impacting healthy eating and active living

Northern Arizona University, Flagstaff, AZ (August 2017 – Present), Adjunct Faculty

- Instructor
- Student advisement
- Lesson planning and development

Scottsdale Community College, Scottsdale, AZ (January 2017 – Present), Adjunct Faculty

- Instructor
- Student advisement
- Lesson planning and development

Arizona State University, Tempe, AZ (May 2014 – May 2017), Research and Teaching Associate

- Managed and coordinated research development
- Conducted and analyzed research data collection
- Authored and supported the development of publications
- Served as adjunct teaching associate providing student instruction and advisement

Publications

- **Gruner J,** DeWeese R, Lorts C, Yedidia M, Ohri-Vachaspati P. Predicted Impact of the Food and Drug Administrations' Menu Labeling Regulations on Restaurants in Four New Jersey Cities. *Am J Public Health.* 2017. E-pub ahead of print.
- Ohri-Vachaspati P, Dachenhaus E, **Gruner J,** Mollner K, Hekler E, Soto M. Fresh Fruit and Vegetable Program and Requests for Fruits and Vegetables Outside of School Settings. *J Acad Nutr Diet.* 2017. E-pub ahead of print.



- **Gruner J**, Ohri-Vachaspati, P. Food and Beverage Selection Patterns among Menu Label Users and Nonusers: Results from a Cross-Sectional Study. *J Acad Nutr Diet*. 2017; 117:929-936.
- **Gruner J**, DeWeese R, Ohri-Vachaspati P. Finding Winnable Strategies to Expand the Reach of the Fresh Fruit and Vegetable Program Beyond School Settings. December 2016.
- Mollner K, **Gruner J**, Dachenhaus E, Ohri-Vachaspati P. The Fresh Fruit and Vegetable Program: Does it Promote Nagging for Fruits and Vegetables at the Store and at Home? July 2016.
- **Green J**, Brown A, Ohri-Vachaspati P. Sociodemographic Disparities among Fast-Food Restaurant Customers Who Notice and Use Calorie Menu Labels. *J Acad Nutr Diet*. 2015; 115(7): 1093-101.

Professional Presentations

- **Gruner J**, DeWeese R, Ohri-Vachaspati P. Finding Winnable Strategies to Expand the Reach of the Fresh Fruit and Vegetable Program Beyond School Settings. Poster Presentation; American Public Health Association Annual Conference, Atlanta, GA 11/2017
- **Green J**, DeWeese R, Lorts C, Ohri-Vachaspati P. Menu Labeling: The policy that will be heard but not seen. Oral Presentation; American Public Health Association Annual Conference, Denver, CO 10/2016
- Ohri-Vachaspati P, Dachenhaus E, **Green J**, Mollner K, Heckler E, Soto M, Pimental E. Can school food programs have a reach beyond schools? Oral Presentation; American Public Health Association Annual Conference, Denver, CO 10/2016
- **Green J**, DeWeese R, Lorts C, Ohri-Vachaspati P. Menu Labeling: Coming to a Neighborhood Near You....or is it? Poster Presentation; Experimental Biology Annual Conference, San Diego, CA 04/2016
- **Green J**, Ohri-Vachaspati P. Food choices made at fast-food restaurants are associated with patron weight status. Poster Presentation; Society for Behavioral Medicine Annual Meeting, Washington DC 03/2016
- **Green J** and Ohri-Vachaspati P. Calorie menu label users may be saving calories by ordering healthier sides and beverages. Oral Presentation; Society of Behavioral Medicine Annual Meeting, San Antonio, TX 04/2015
- **Green J** and Ohri-Vachaspati P. Association between demographic characteristics and fast food menu labeling use and awareness among adults living in the Southwest. Poster Presenter; American Public Health Association Annual Conference, Boston, MA 11/2013

Awards and Recognitions

- Outstanding Graduate Student | College of Health Solutions, Arizona State University; 2017
- Charles Corbin Award | School of Nutrition and Health Promotion, Arizona State University; 2017
- Teaching Excellence Award | Graduate and Professional Student Association, Arizona State University; 2016
- Assembly Service Award | Graduate and Professional Student Association, Arizona State University; 2016
- Meritorious Student Abstract | Society of Behavioral Medicine Annual Meeting; 2015
- Outstanding Graduate Student | School of Nutrition and Health Promotion, Arizona State University; 2014
- Undergraduate Annual Scholarship | New Mexico Academy of Nutrition and Dietetics; 2011

Professional Membership

- Academy of Nutrition and Dietetics; 2010 – Present
- Arizona Academy of Nutrition and Dietetics; 2013 – Present
- American Public Health Association; 2012 – 2014; 2016 – Present
- American Society for Nutrition; 2016 – Present
- Society of Behavioral Medicine; 2015 – 2017



Jaclyn Chamberlain, MPH, RDN, CSP

Education and Training

Master of Public Health (MPH), Public Health Nutrition

- University of Washington, Seattle, WA

Bachelor of Science (BS), Dietetics

- Arizona State University, Tempe, AZ

Professional Experience

Pinnacle Prevention, Chandler, AZ (August 2016 – Present), Director of Community Engagement

- Provide technical assistance, guidance and engage key stakeholders in public health nutrition and food system initiatives
- Plan, develop and implement training curricula for various preventative health strategies
- Develop community engagement plans to inform initiatives
- Gather data and insights to inform ongoing quality improvement
- Facilitate the exchange of information centered around culture and equity

Arizona Department of Health Services, Phoenix, AZ (November 2008 – August 2016), Training and Resource Manager

- Assess training needs of paraprofessional staff in the AZ WIC Program
- Develop training plans for paraprofessional and professional staff in the AZ WIC Program
- Develop and facilitated in-services and train-the-trainer programs
- Mentor professional and paraprofessional staff in motivational-interviewing, emotion-based counseling, and participant centered services

Nevada Division of Public Health, Carson City, NV (September 2008 – November 2008), Health Program Specialist
Implemented a therapeutic lifestyle change program targeting children and adults with obesity and chronic disease for a rural family practice office

- Design and conduct training activities
- Assist in the development and implementation of all outreach and VENA-compliant nutrition education materials
- Conduct site visits of assigned contract agencies and provide technical assistance, feedback, and guidance on program eligibility, outreach, nutrition assessment, nutrition education activities, documentation, and customer service.

Inter-Tribal Council of Nevada, Reno, NV (June 2006 – September 2008) Nutrition Coordinator

- Interpret USDA and state rules and regulations and provide technical assistance
- Coordinate with State of Nevada WIC program in acquisition of standardized Competent Professional Authority (CPA) training program
- Coordinate food package and VENA implementation planning activities
- Complete State Plan Documents
- Develop local agency nutrition education clinic plan
- Provide high-risk counseling and develop care plans for low and high-risk participants
- Develop and provide staff training and in-services
- Monitor local agency staff

Renown Rehabilitation Hospital, Reno, NV (March 2006 – January 2008) Clinical Dietitian

- Assess newly admitted patients for nutritional risk
- Develop nutrition care plans for patients at nutritional risk
- Provide medical nutrition therapy recommendations
- Coordinate with interdisciplinary health care team



University of Washington, Seattle, WA (September 2003 – September 2004) Research Assistant

- Assist in center project planning activities
- Support grant writing efforts

Credentials

- **RDN**, Registered Dietitian Nutritionist
- **CSP**, Board Certified Specialist in Pediatric Nutrition

Awards and Recognitions

- Washington State Dietetic Intern of the Year, Washington State Dietetic Association, 2005
- Outstanding Student, Arizona State University, 2002

Media Experience

- Television: Featured Nutrition and Breastfeeding Expert on Morning Scramble, AzTV



Kathleen Carlson, MScA, RDN

Education and Training

Master of Science Applied (MScA), Dietetics and Human Nutrition

- McGill University, Montreal, QC Canada

Bachelor of Science (BS), Food Science and Nutritional Science

- University of British Columbia, Vancouver, BC Canada

Credentials

RDN, Registered Dietitian Nutritionist

Professional Experience

Pinnacle Prevention, Chandler, AZ (December 2014 – Present), Director of Community Strategies

- Oversee administration of nutrition and physical activity contracts and programming. Work with partners, funders, and stakeholders to advance healthy eating and active living initiatives for communities across Arizona.
- Develop research and project proposals to advance healthy eating and active living strategies consistent with evidence-based strategies and best practices.
- Gather data and insights on funded projects to inform ongoing quality improvement.
- Facilitate the exchange of information, best practices and successes among stakeholders and community partners.
- Provide technical assistance for policy, system, and environmental (PSE) strategies for childhood obesity prevention efforts.
- Provide nutrition consultation to children and their families specific to needs and motivation.
- Develop and manage grants and contracts fulfilling deliverables and reporting requirements.

Arizona Department of Health Services, Phoenix, AZ (February 2012 – December 2014), Evaluator Nutritionist

- Provided statistical, evaluation and epidemiology services for BNPA. Worked with the Research and Development team towards evaluating and developing nutrition and breastfeeding interventions for the WIC and SNAP eligible populations of Arizona and evaluating the Public Health in Action 1305 CDC Grant.
- Utilized 5 years of experience with statistical software packages, such as SPSS and STATA along with 10 years of experience training and working in the field of nutrition and health to analyze and evaluate data available from various sources such as the AIM/HANDS Oracle Database for the WIC Program, The American Community Survey and the Behavior Risk Factor Surveillance System.
- Developed and implemented an Evaluation Framework for the Arizona Nutrition Network (SNAP- Ed) that aligns with the Western Region's SNAP-Ed Evaluation Framework and is utilized by all Arizona partners that provide SNAP-Ed services.
- Worked on the development of an Arizona evaluation plan and monitored performance measures for an integrated CDC grant focusing on state public health actions to prevent and control diabetes, heart disease, obesity and associated risk factors and promote school health.
- Used WIC data to perform a thorough quality control check of a large data set to be sent to the USDA for nationwide comparisons.
- Completed a thorough analysis and summary of breastfeeding data in the WIC population to be used for planning new programming and decisions regarding distribution of future funding.
- Worked on the development of a Bureau wide evaluation plan in line with the ADHS strategic plan.
- Worked on a monitoring plan for statewide health indicators through the transition to state level monitoring as the PedNSS-PNSS surveillance systems was discontinued at the national level.



Providence Healthcare Research Institute, Vancouver, BC Canada (September 2003 – July 2010), Research Coordinator

- Promoted from Research Assistant position to oversee the administration of a Canada wide, 25- site observational study that recruited over 2500 subjects for 5 years of follow-up.
- Served as the initial contact for all site coordinators with questions and concerns about study start up and follow-up.
- Managed the 25 hospital sites for the study during start-up and for the first year of study, including budgeting, training and adapting study protocol for each site.
- Provided data collection support to each site to ensure that all data was collected as per the study protocol and that study samples were handled and sent to storage and for testing as per study protocol.
- Acted as a liaison between study staff and the steering committee helping to ensure that protocol design was practical and met the goals of the principal investigator.
- Completed research assistant duties to the Nephrology research team. Worked on numerous studies and projects at one time providing assistance to the research coordinators and office organization duties.

Crabtree Corner, Vancouver, BC Canada (May 2008 – July 2010), Volunteer

- Worked with a team of nutrition graduates to develop and coordinate a nutrition workshop for low-income mothers.
- Provided a nutrition class once a week, a healthy meal shared with the group and a bag with the meal's ingredients to send home with participants to share with their families.



Cynthia Melde, MS

Education and Training

Post Baccalaureate Certificate, Public Health Epidemiology

- W.P. Carey School of Business at Arizona State University, Phoenix, AZ

Master of Science (MS), Human Nutrition

- Arizona State University, Tempe, AZ

Bachelor of Arts (BA), Religious Studies and Ethics

- Scripps College, Claremont, CA

Professional Experience

Pinnacle Prevention, Chandler, AZ (October 2016 – Present), Director of Community Impact

- Cultivate strategic partnerships and cross sector relationships impacting the Arizona Food System
- Develop project proposals to advance health equity
- Facilitate the exchange of information, best practices and successes among stakeholders and community partners
- Serve as subject matter expert in Health Impact Assessment (HIA) and among planning and development sector
- Support the management of grants and contracts fulfilling deliverables and reporting requirements
- Monitor and provide technical assistance in federal, state, and local policy and advocacy to maximize positive health outcomes

First Things First, Phoenix, AZ (April 2014 – October 2016), Regional Director

- Facilitate and support all work of the regional Council, including completion of biannual needs and assets report, annual funding plans, and community engagement/system building efforts. \Lead strategic planning efforts to identify priorities and maximize impact amidst a reduction in resources
- Oversee grant proposal process, program evaluation and technical assistance for \$10 million annual allocation
- Identify, engage, and develop relationships with strategic community-based organizations to collaborate and increase the reach and impact of early childhood education and health
- Provide technical assistance to grantees and regional Council members on evidence-based care coordination/medical home, home visiting, family resource center, mental health consultation and parent education models
- Interact with the community and media as chief spokesperson for the regional Council to increase awareness throughout the community of the importance of early childhood development and health

Arizona Department of Health Services, Phoenix, AZ (June 2007 – April 2014), Nutrition and Physical Activity Program Manager

- Managed a \$3 million budget focused on mobilizing community networks to foster systematic and sustainable change that supports healthy eating and active living
- Launched the Health Impact Assessment Program at ADHS and co-founded the Health in Policy and Practice Alliance to advance smarter policies that consider health implications and build safe and thriving communities
- Successfully led, wrote and was awarded a Health Impact Project grant, a Robert Wood Johnson Foundation and Pew Charitable Trust collaboration, for the Health in Policy and Practice Alliance to advance the use of Health Impact Assessments in Arizona
- Negotiated contracts and fostered strong relationships with key partner agencies, such as Arizona Department of Transportation, Arizona Department of Education and Arizona Child Care Association
- Provided technical assistance to county health departments and contractors on policy, systems and environmental change strategies to increase quality of life outcomes



- Supervised a high-performing team of health and education professionals working on early childhood, school-age and adult interventions with an inclusive leadership approach
- Acted as chief spokesperson for childhood obesity prevention efforts conducting media interviews and writing blog entries, press releases and social media
- Responsible for grant applications, progress reports, and annual reports to federal grantors
- Fostered collaboration at the federal, state and local level. Directed efforts in the Bureau of Nutrition and Physical Activity toward integration and collaboration with internal bureaus and divisions

Desert Integrated Medicine, LLC, Wickenburg, AZ (May 2004 – September 2011), Health and Wellness Manager

- Implemented a therapeutic lifestyle change program targeting children and adults with obesity and chronic disease for a rural family practice office
- Developed partnerships with the Wickenburg Community Hospital and the local businesses to promote the program
- Facilitated group sessions and used motivational interviewing and participant centered counseling skills to empower families to incorporate healthy foods and be more physically active.

Publications

- Contributing Subject Matter Expert to Arizona Planning Association - The Arizona Healthy Communities Toolkit
- Winham D., Hutchins A., and Melde C. Pinto bean, navy bean, and black-eyed pea consumption do not significantly lower the glycemic response to a high glycemic index treatment in normoglycemic adults. Nutrition Research, 2007; 27: 535-541.

Professional Development

- Communications across Barriers, Poverty and Coaching Institute, January 2016
- Advocacy and Communication Solutions, Spokesperson Training, December - August 2015
- Advocacy and Communication Solutions, Facilitation Training, June – August 2014
- University of North Carolina, Obesity Prevention in Public Health, August 2010
- University of South Florida, Leadership in Maternal Child Health, April 2009

Leadership, Awards, and Recognitions

- Preventive Health Collaborative Steering Committee Members, 2015 - Present
- City of Mesa Early Childhood Task Force Member, 2015 - 2016
- First Things First Exemplary Employee Award, October 2015
- Sustainable Communities Collaborative Steering Committee Member, 2012 – 2014
- ADHS Employee of the Month, September 2012
- Health in Policy and Practice Co -Founding Committee Member, 2010 - Present
- Action for Healthy Kids Steering Committee Member, 2010 - 2014
- Arizona Safe Routes to School Advisory Member, 2009 - 2011
- Theta Alpha Kappa Honor, 2003

Media Experience

- Newspaper: Featured with The Arizona Republic; Cronkite News; Washington Post, Robert Wood Johnson Newsletter
- Radio: Featured Subject Matter Expert with KTAR Arizona News Talk; KJZZ Phoenix Public Radio

Required Forms



GILA COUNTY

REQUEST FOR PROPOSALS (RFP) NO. 080318

SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

Tim R. Humphrey, Chairman

Woody Cline, Vice Chairman

Tommie C. Martin, Member

COUNTY MANAGER

James Menlove



GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 080318
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to develop a program for Supplemental Nutrition Assistance Program Education Support Services.

SUBMITTAL DUE DATE: 3:00 PM, MST, Wednesday, October 03, 2018

RETURN PROPOSAL TO: GILA COUNTY
FINANCE DEPARTMENT
1400 EAST ASH STREET
GLOBE, ARIZONA 85501

NOTICE IS HEREBY GIVEN, that sealed competitive proposals for the material or services as specified will be received by the Gila County Finance Department, until the time and date cited.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the finance department Copper Conference Room or other site, which may be designated. Any proposals received later than the date and time specified above will be returned unopened. **Late proposals shall not be considered.** The prevailing clock shall be the atomic clock in the reception area of the Copper Building.

All proposals shall be made on the request for sealed proposals forms included in this RFP No. 080318 package and shall include all applicable taxes.

Interested bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-4355 or by clicking on the link:

http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire request for proposal.

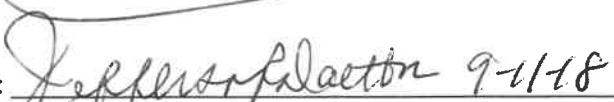
Any questions regarding this request for proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at bhurst@gilacountyaz.gov, 928-402-4355.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County. All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the code is available for review in the Clerk of the Board's office, Globe, AZ.

Dates advertised in the Payson Roundup: **September 18, 2018 and September 25, 2018**

Signed: 
Tim R. Humphrey, Chairman of the Board

Date: 09/11/18

Signed:  9-11-18
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

Date: 09/11/18

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INTENT

REQUEST FOR PROPOSAL FOR: **Supplemental Nutrition Assistance Program Education Support Services**

INTENT:

The purpose of this request is to implement the Gila County Supplemental Nutrition Assistance Program Education (SNAP-Ed) food systems, active living, school health, and early childhood strategies in collaboration with Gila County Health and Emergency Services.

For the purposes of this Request for Proposal, "Contractor" is defined as an individual or an entity who submits a bid.

SCOPE OF WORK:

The Contractor shall:

- Implement the Gila County SNAP-Ed strategies in alignment with AzNN guidelines.
- Implement the Gila County HAPI strategies in alignment with HPHC guidelines.
- Provide technical assistance and subject-matter expertise in SNAP-Ed administration, including, but not limited to, implementation of PSE strategies consistent with state and federal regulations.
- Work directly with Gila County stakeholders in all aspects of strategy and marketing implementation.
- Maintain staffing requirements for a Registered Dietitian Nutritionist (RDN) and Physical Activity Specialist.
- Attend and participate in any required Gila County and ADHS trainings and meetings.
- Follow the current USDA Dietary Guidelines for Americans and the USDA Food Guidance System.
- Follow the current Physical Activity Guidelines for Americans.

DELIVERABLES:

The Contractor shall submit:

- Prepare and submit monthly reports utilizing the standard reporting forms.
- Prepare and submit quarterly narrative reports utilizing the standard reporting forms.
- Prepare and submit quarterly evaluation reports utilizing the standard reporting forms.
- Prepare and submit fourth quarter narrative reports summarizing the year's program activities, any results from both quantitative and qualitative evaluations conducted, and any other relevant program information utilizing the standard reporting forms.

PROPOSAL RESPONSE REQUIREMENTS:

A concise proposal narrative based on the following weighted criteria:

- Description of Organization
- Key Staff Qualifications and Resume/CV outlining experience in the administration, implementation, and evaluation of SNAP-Ed programs, PSE experience, Public Health experience, marketing and communications experience, and experience working in Gila County.
- Annual Cost

SELECTION CRITERIA:

- Experience successfully completing similar projects **40 points**
- Experience and capability of principal applicant and key personnel **30 points**
- The proposal indicates a clear understanding of the project and is appropriate to the charge **20 points**
- The budget is appropriate for the scope of work submitted **10 points**

Total 100 points

1.0 MINIMUM QUALIFICATIONS:

Qualifying experience includes:

- Arizona-based organization employing a Registered Dietitian Nutritionist (RDN) and Physical Activity Specialist.
- Experience working with Gila County communities and children and youth with special health care needs.
- A minimum of three years of experience in the administration of SNAP-Ed.
- A minimum of three years of experience in food systems, active living, and school health policy, system, and environmental (PSE) approaches, and marketing and communications in public health programs.
- A minimum of three years of experience completing public health reporting and evaluation.

EXAMINATION INFORMATION:

This examination utilizes an evaluation of Education and Experience (E&E) weighted 100%, and is based solely upon information provided within the application. Information provided with the application will be assessed in relation to the elements of the scope of work and linked to the knowledge, skills, and abilities required for the work.

Special care should be taken to submitting a complete description of educational qualifications and experience relevant to the typical tasks, scope, and minimum qualifications stated on this announcement. Supplemental information will be accepted but competitors should read the announcement carefully to determine what kind of information will be useful to those individuals completing the evaluation.

The County reserves the right to revise the examination plan to better meet the needs of the service if the circumstances under which this examination was planned change. Competitors shall be notified of such revisions.

SCOPE: Rankings will be determined based on the depth and breadth of professional education and experience beyond what is minimally required.

It is the intent of Gila County to award a contract to a qualified Contractor for the Supplemental Nutrition Assistance Program Education Support Services.

See page 20 of Bid Packet for Price Proposal.

INFORMATION REQUESTS

All requests for additional information shall be put in writing and directed to: Betty Hurst, Contracts Administrator, (928) 402-4355, bhurst@gilacountyaz.gov.

INSTRUCTIONS TO BIDDERS

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO BIDDERS AND EXHIBIT "B", BIDDERS AWARD AGREEMENT ARE BASIC CONTENT TO GILA COUNTY BID PACKAGES. INDIVIDUAL BIDS MAY REQUIRE DIFFERENT LANGUAGE FOR INSTRUCTIONS AND AWARD AGREEMENTS. WHERE APPLICABLE, SUCH CHANGES WILL APPEAR IN EXHIBIT "C", MINIMUM PRODUCT SPECIFICATIONS AND INFORMATION AND TAKE PRECEDENCE OVER THE LANGUAGE APPEARING IN EXHIBITS "A" & "B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed proposals will be received by the Gila County Finance Department, from individuals and Contractors to deliver the product(s), goods and services contained, to establish a contract for specified locations within Gila County. The county seeks sealed proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All proposals shall be on the forms provided in this request for sealed proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its proposal and qualification form each Contractor shall familiarize itself with the scope of work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the proposal and qualifications forms provided in this request for proposal package in full, original signature in ink, by the person(s) authorized to sign the proposal and to be submitted at the time of bid and made a part of this contract. The county will use the proposal and qualifications form in evaluating the capacity of Contractor(s) to perform the scope of services as set forth in the Contract. Failure of any Contractor to complete and submit the price sheet and signature and offer page at time and place of opening shall be grounds for automatic disqualification of the Contractor(s) from further consideration.
- D. The names of all persons authorized to sign the proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the request for proposal shall be listed on the proposal.
- F. No alterations in proposals, or in the printed forms therefor, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the county may require the Contractor to identify any alteration so initialed.

Addendum

Any addendum issued as a result of any change in this request for sealed proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the bidder checklist & addenda acknowledgment form, page 28.
2. Copies of all addenda must be attached to the submittal.

Failure to indicate receipt of addenda in the above manner may result in a proposal being rejected as non-responsive.

Inquiries

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a request for proposals should refer to the appropriate request for proposals number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. Questions received after 3:00 P.M., Thursday, September 27, 2018 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

Any proposal received later than the date and time specified on the notice for sealed proposal will be returned unopened. Late proposals shall not be considered. Any Contractor submitting a late proposal shall be so notified.

Submittal Proposal Format:

It is required that One (1) Original and Two (2) copies (3 TOTAL) with original signatures on all three (3) of the proposal and all forms shall be submitted. The county will not be liable for any cost incident to the preparation of proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Spiral bound proposals are not permitted. Failure to include all required documents, **all with original signatures**, may invalidate the bid.

Instructions to Bidders continued...

1. By signature in the offer section of the offer and acceptance page, Contractor certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, county, city, town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of proposals.
3. The county is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the proposal deadline.

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES", Proposal No., "080318", Date "October 03, 2018", and time "3:00 PM" of proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award any proposal by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interests of, and most advantageous to the County of Gila.
 - a. Notwithstanding any other provisions of the RFP, the county reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all proposals; or portions thereof; or
 3. Reissue a request for proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the county contracts to the lowest responsive and responsible Contractor(s). To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the proposal of any Contractor(s) who has previously failed to perform adequately after having once been awarded a prior proposal for furnishing and installing materials similar in nature or providing similar services.
4. All submitted forms provided in this request for proposal will be reviewed by the Gila County attorney and Gila County Board of Supervisors.
5. Those Contractor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose proposals are most advantageous to the county may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the county, within ten (10) days after the date of the notice of intent to award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a timely proposal have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be governed and enforced under the laws of the State of Arizona and Gila County. 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.

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e. by submitting proposals to this solicitation requiring sealed proposals, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained on pages 21 through 30.

Overcharges by Antitrust Violations

The county maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the county any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract shall be based upon the request for proposal issued by the county and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The county reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Board of Supervisors. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of Gila County in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the county procurement code. Any such action is subject to the legal and contractual remedies available to the county inclusive, but not limited to, contract cancellation, suspension and debarment of the Contractor.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

- A. The county, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
 - 1. If the Contractor fails to make delivery of the supplies or deliverables, or to perform the services within the times specified; or
 - 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the county terminates this contract in whole or part, the county may procure supplies or services similar to those terminated, and the Contractor shall be liable to the county for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said active purchasing agreements to extend to those parties the right to purchase supplies, equipment, and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

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

Termination of Contract

The county, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to the Contractor. The county at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the county shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the county before the effective date of termination.

The county reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The county will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the county, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the county, the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.
3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the county, the Contractor fails to make progress in the performance of the requirements of the contract or give the county a positive indication that Contractor will perform to the requirements of the contract.

Each payment obligation of the county created hereby is conditioned upon the availability of county, state and federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the county and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the county at the end of the period for which funds are available. The county shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the county in the event this provision is exercised, and the county shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs.

General

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Gila County Finance Department to evaluate the information submitted, perform tests when necessary and make comparisons in order to approve or reject the request. If rejected, the purchasing department shall give written notice to the bidder submitting this request.

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 do not limit the indemnity covenants contained in this contract. The county does not warrant 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 may 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

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The county does not warrant 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 and 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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this invitation for proposals to enter into a contract with a qualified Contractor to provide SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES for Gila County.

This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.

SECTION 1.0

General Purpose

- 1.1 All proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the proposal specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of county needs and in no event shall the county be obligated to purchase the exact quantities of any item set forth in the proposal. The county does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its proposal submission to assure the following requirements are met.
 - 1.3.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
 - 1.3.2 Qualification and Certification Form (page 18-19)
 - 1.3.3 Price Sheet (page 20)
 - 1.3.4 References List (page 21)
 - 1.3.5 No Collusion Certification (page 22)
 - 1.3.6 Israel Boycott Certification (page 23)
 - 1.3.7 Certification of Debarment (page 24)
 - 1.3.8 Intentions Concerning Subcontracting (page 25)
 - 1.3.9 Legal Arizona Workers Act Compliance (page 26)
 - 1.3.10 Checklist & Addenda Acknowledgment (page 27)
 - 1.3.11 Offer Page (page 28)
 - 1.3.12 Acceptance of Offer (page 29)

SECTION 2.0

Proposal Pricing & Term

- 2.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.

- 2.2 The term of the contract shall commence upon award and shall remain in effect for one year from the date of award. The county shall have the option to renew the contract for three (3) additional one (1) year periods upon agreement of both parties.

SECTION 3.0

3.1 Evaluation of Proposal and Negotiations

The finance director may appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. The board of supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the request for proposals.

For the purpose of conducting negotiations, the county shall determine what proposals are susceptible for being selected for award. A determination that a proposal is unacceptable shall be in writing, state the basis of the determination and be retained in the county files. If it is determined a proposal is not reasonably susceptible of being selected for award, the Contractor shall be notified and shall not be afforded an opportunity to modify its proposal.

3.2 Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting negotiations. Disclosure of a contractors' price or any information derived from competing proposal prices or any information derived from competing proposals is prohibited.
- - a. Any response to a request for clarification of a proposal shall be in writing.
 - b. Gila County shall keep a record of all negotiations.
- For the purposes of conducting negotiations with Contractors, Gila County may use any of the following methods that, in their judgment, best meets the unique requirements.
 - a. Concurrent Negotiations: Negotiations may be conducted concurrently with responsible Contractors for the purpose of determining source selection and or contract award.
 - b. Exclusive Negotiations: A determination may be made by the director to enter into exclusive negotiations with the responsible Contractor whose proposal is determined in the selection process to be most advantageous to the county.
- Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations.
 - a. A determination to conduct exclusive negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Contractor.
 - b. If exclusive negotiations are conducted and an agreement is not reached, the county may enter into exclusive negotiations with the next highest rank Contractor without the need to repeat the formal Solicitation process.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 080318 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES

The applicant submitting this proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

Pinnacle Prevention

3100 West Ray Road, Suite 201 Chandler, AZ 85226

(480) 415 - 4563

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes ☒ No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes ☒ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)? _____ Yes ☒ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.
5. Contractor must also provide at least the following information:
- A brief history of the Contractor.
 - A cost proposal shall be submitted on the price sheet, attached hereon and made a full part of this contract by this reference.
 - A list of previous and current customers, which are considered identical or similar to the scope of services described herein; shall be submitted on the reference list, attached hereon and made a full part of this contract by this reference.
 - List the specific qualifications the Contractor has in supplying the specified services.
 - Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** Not applicable
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Contractor Business Arizona License Number:** City of Chandler License #157046
(If Applicable)


Signature of Authorized Representative

Adrienne Z. Udarbe
Printed Name

Executive Director
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 080318 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES.

Contractor Name: Pinnacle Prevention

Phone No.: 480-415-4563

COSTS	
<i>Annual Rate</i> <i>(Contractor shall be paid per monthly expenditure report. Monthly expenditure report shall be submitted to Gila County by the 15th of the following month)</i>	\$ <u>170,500.00</u>
TOTAL COST	\$ <u>170,500.00</u>

****All applicable taxes shall be included in proposed amount.**

Adrienne Z. Udarbe
Signature of Authorized Representative

Adrienne Z. Udarbe
Printed Name

Executive Director
Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts, entered into or completed, of similar size and scope, as this request for proposals during the past twenty-four (24) months. Bidder may attach further reference information as necessary.

1. **Company:** Arizona Department of Health Services
Contact: Anne Whitmire
Phone: 602-364-1621
Address: 150 N. 18th Ave, Suite 300 Phoenix, AZ 85007
Job Description: WIC Training, Technical Assistance, and Consultation

2. **Company:** Vitalyst Health Foundation
Contact: CJ Eisenbarth Hager
Phone: 602-774-3445
Address: 2929 N. Central Ave. Suite 1550 Phoenix, AZ 85012
Job Description: Consultation, assessment, and evaluation

3. **Company:** New Mexico Department of Public Health
Contact: Kerry Thomson
Phone: 505-476-8806
Address: 2040 S. Pacheco Street, #126 Santa Fe, NM 87505
Job Description: Training, technical assistance, planning, and evaluation

Pinnacle Prevention

Name of Business

Adrienne Z. Udelsky

Signature of Authorized Representative

Executive Director

Title

**AFFIDAVIT BY BIDDER
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)

COUNTY OF ~~GHA~~ ^{ss} Maricopa

Adrienne Z. Udarbe
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is Executive Director
(Title)

Of Pinnacle Prevention and
(Name of Business)

That he or she is submitting a proposal on **SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM
EDUCATION SUPPORT SERVICES, RFP NO. 080318** and,

That pursuant to Section 112 (C) of Title 23 USC, he or she certifies as follows:

That neither he or she nor anyone associated with the said _____

Pinnacle Prevention
(Name of Business)

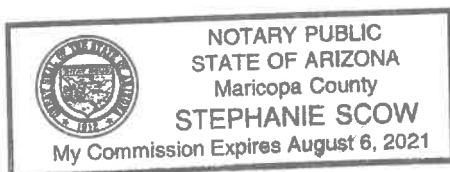
has, directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free-competitive bidding in connection with the above-mentioned service.

Pinnacle Prevention
Name of Business

By Adrienne Z. Udarbe Adrienne Udarbe
Title Executive Director

Subscribed and sworn to before me this 2 day of October, 2018.

Stephanie Saw My Commission expires: 8-6-2021
Notary Public



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 required 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.

Date: 10/1/2018

Adrienne Z. Udarbe
Signature of Authorized Representative

Adrienne Z. Udarbe
Printed Name

Executive Director
Title

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

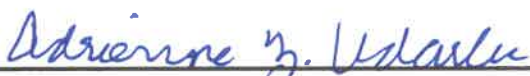
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Adrienne Z. Udarbe, Executive Director - Pinnacle Prevention

Typed Name and Title of Authorized Representative



Signature of Authorized Representative


☐I am unable to certify the above statements. My explanation is attached

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 080318 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the proposal. The list must include the subcontractors name, address, phone number, and Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

- ☐ **YES**, it is my intention to subcontract a portion of the work.
- ☒ **NO**, it is not my intention to subcontract a portion of the work.



Signature of Authorized Representative

Adrienne Z. Udarbe

Printed Name

Executive Director

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

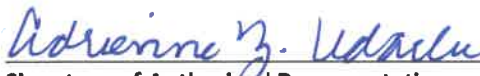
Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall 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 delivery of services.

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.



Signature of Authorized Representative

Adrienne Z. Udarbe

Printed Name

Executive Director

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this RFP. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the RFP may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT

QUALIFICATION & CERTIFICATION FORM
PRICE SHEET
REFERENCE LIST
NO COLLUSION FORM
INTENTIONS IN SUBCONTRACTING
LEGAL ARIZONA WORKERS ACT COMPLIANCE
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE

COMPLETED AND EXECUTED

Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>NA →</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Date	<u>NA →</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Signed and dated this 2nd day of October, 2018

Pinnacle Prevention
Contractor:
Adrienne Z. Udaebu
By:

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 080318 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before October 03, 2018, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this request for proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 080318 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES

Contractor Submitting Proposal:

Pinnacle Prevention
Company Name

3100 West Ray Road, Suite 201
Address

Chandler AZ 85226
City State Zip

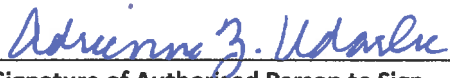
For clarification of this offer, contact:

Name: Adrienne Z. Udarbe

Phone No.: 480-415-4563

Fax Not applicable

Email: adrienneudarbe@pinnacleprevention.org


Signature of Authorized Person to Sign

Adrienne Z. Udarbe
Printed Name

Executive Director
Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFP No.: 080318, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

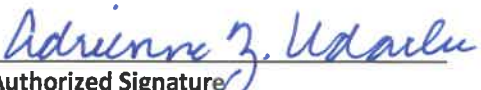
The contract shall henceforth be referenced to as **Contract No. 080318**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2018.

GILA COUNTY BOARD OF SUPERVISORS:

CONTRACTOR:

Tim R. Humphrey, Chairman, Board of Supervisors


Authorized Signature

ATTEST:

Adrienne Z. Udarbe

Print Name

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

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

EXHIBIT "K"

R
A
N
K
I
N
G**BID RESULTS****GILA COUNTY****BID****TITLE:**SNAP**BID****DUE****NO.:**080318**DATE:**10-03-18 3:00 P.M.

	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
1	Pinnacle Prevention	\$160,000	
2	SC&E	No Bid	
3	Guild Health Consulting	No Bid	
4			
5			
6			

**Supplemental Nutrition Assistance Program Education
Support Services Proposal**

Prepared for Gila County

Request for Proposals (RFP) No. 080318



3100 West Ray Road, Suite 201
Chandler, AZ 85226

480.207.5955

www.pinnacleprevention.org

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Growing healthy families and communities.

3100 West Ray Road | Suite 201 | Chandler, AZ, 85226 | www.pinnacleprevention.org

September 30, 2018

Gila County
Finance Department
1400 East Ash Street
Globe, AZ 85501

Dear Gila County, Administrative Team,

Pinnacle Prevention is pleased to submit the enclosed proposal for the provision of Supplemental Nutrition Assistance Program Education (SNAP-Ed) and Health in Arizona Policies (HAPI) support services in response to the Request for Proposal (RFP) issued for *Supplemental Nutrition Assistance Program Education Support Services* (RFP No. 080318).

Pinnacle Prevention is an Arizona-based nonprofit 501(c)(3) public health consulting firm specializing in food systems and active living. Our firm includes a team of innovative Registered Dietitian Nutritionists (RDNs), Researchers, and Social Scientists with over 15 years of experience in SNAP-Ed administration and administration of other United States Department of Agriculture (USDA) Nutrition programs and Public Health Programs. Details of our unique qualifications specific to the needs identified in the scope of work are included in this proposal. Any questions regarding this proposal may be directed to Mrs. Adrienne Z. Udarbe, Pinnacle Prevention Director, who is available at (480) 415 - 4563 or at adrienneudarbe@pinnacleprevention.org.

Sincerely,

Adrienne Z. Udarbe, MS, RDN
Executive Director, Pinnacle Prevention



Description of Organization

Pinnacle Prevention is an Arizona-based nonprofit organization dedicated to growing healthy families and communities. The mission of Pinnacle Prevention is to inspire and advance a healthy food system and opportunities for active living. Pinnacle Prevention's commitment to quality is guided by our mission-driven design including the following core values that are reflected in our approach: strategic, focused, meaningful, insightful, inspiring, engaging, and trustworthy. The team offers expertise in the administration of United States Department of Agriculture (USDA) nutrition programs, including the Supplemental Nutrition Assistance Program Nutrition Education and Obesity Prevention (SNAP-Ed) grant program combined with over three years of experience working with Gila County communities. Our principal activities are driven by Policy, System, and Environmental (PSE) approaches and include: PSE planning and strategy implementation, public health assessments, facilitation and community engagement, strategic planning, and community health studies and research. Pinnacle Prevention offers extensive expertise in the implementation of healthy eating and active living strategies including food system environments, active living environments, and school-based environments to meet the deliverables expected for supporting both SNAP-Ed and HAPI public health programming.

Founded in 2014, Pinnacle Prevention has had the unique opportunity to work with diverse stakeholders at the federal, state, county, and city levels, and with community-based agencies and organizations, including county public health departments, tribal partners, and health care systems. Our team is highly skilled in applying evidence-based approaches in the delivery of nutrition education and obesity prevention services, while remaining grounded in the understanding of the complexity of factors that influence behavior change. These attributes facilitate cooperation of, and valuable input from key community partners and the public in optimizing program outcomes. Our team has experience working with rural and tribal programs and partners and experience in working in Gila County communities. We have provided SNAP-Ed support services for Gila County for the past three years. This has provided us with intimate knowledge of the needs of Gila towns and cities and allowed us to establish strong relationships with



stakeholders. We have a proven track record of effective and efficient project management and delivery. We offer a strong and experienced team of Registered Dietitians that are grounded in science and evaluation, but also understand the federal regulations and requirements expected in the delivery of SNAP-Ed services. Pinnacle Prevention is well-versed in the Dietary Guidelines for Americans, Physical Activity Guidelines for Americans, and Arizona Department of Health Services AZ Health Zone, formerly Arizona Nutrition Network (AzNN), Policies and Procedures. The Pinnacle Prevention team is highly skilled at engaging community members and can quickly build rapport and acceptance because of our extensive knowledge base and experience working across sectors and especially in rural communities across Arizona. While our expertise is rooted in food systems and public health work we also understand the day to day challenges individuals participating in SNAP experience and tailor our approach with consideration for these challenges. A significant aspect of our work is dedicated to working across the Arizona food and active living systems to support local economies and helping to shape public policy in a positive way to improve health outcomes. This aspect of our work aligns with HAPI programming. We integrate policy and advocacy from the federal level, to the state level, all the way down to the local level and help to build stakeholders capacity of understanding the layers of public policy that impact our collective outcomes with consideration for culture and inclusion.



Project Experience

Pinnacle Prevention is well versed in providing the support services necessary to implement SNAP-Ed and HAPI in Gila County. Our support will include the expertise of the following key personnel: Adrienne Udarbe, MS, RDN; Jessie Gruner, PhD, RDN; Jaclyn Chamberlain, MPH, RDN, CSP; Kathleen Carlson, MScA, RDN; and, Cynthia Melde, MS. Please refer to the detailed team qualifications in the key personnel experience section. Examples of similar project experience includes the following:

- **Gila County Health and Emergency Management, SNAP-Ed and HAPI:**

Pinnacle Prevention has served as the existing SNAP-Ed and HAPI support services contractor with Gila County Health and Emergency Management since 2015 to date. In this capacity Pinnacle Prevention has successfully fulfilled grant requirements, reporting, strategy implementation, and communications development.

- **Arizona Food Systems Network (AzFSN) Coordination and Support:**

Pinnacle Prevention is currently serving as the backbone organization in the implementation of a collective impact plan addressing the needs of the Arizona Food Systems Network. This project has included coordinating and administering recurring stakeholder engagement sessions, establishing a common agenda, establishing shared measurements, and aligning mutually reinforcing activities around nutrition and food systems strategies.

- **Double Up Food Bucks Arizona Implementation:** Pinnacle Prevention is currently serving as the implementing agency for the SNAP fruit and vegetable incentive matching program. This project has included implementing the SNAP match programming at over 28 sites across Arizona for the SNAP population and local farmers, establishing program protocols for administration and evaluation, and providing education, training, communications, and technical assistance.



- **First Things First, Early Childhood Nutrition Teams (ENCT) Facilitation:**
Pinnacle Prevention provides technical assistance and facilitation support for the implementation of Early Childhood Nutrition Teams focusing on improving nutrition outcomes for the early childhood population, children ages 0-5. This includes coordination, facilitation, and strategic planning.
- **Women, Infants, and Children (WIC) Training and Technical Assistance:**
Pinnacle Prevention provides training development, implementation, and evaluation for ITCA WIC, New Mexico WIC, and CNMI WIC. Project experience includes staff training and development, community engagement with low income populations, and program planning.
- **Maricopa County Department of Public Health (MCDPH), Supplemental Nutrition Assistance Program Education (SNAP-Ed)/Arizona Nutrition Network Program Technical Assistance:** Pinnacle Prevention provided technical assistance to the MCDPH Office of Nutrition and Physical Activity SNAP-Ed program to develop and implement the SNAP-Ed plan and programmatic activities for food access, food security, active living, school health, and early childhood. This included leading efforts to support development, implementation, and evaluation of nutrition and physical activity policies and environments in SNAP-Ed service settings.
- **Arizona Department of Health Services (ADHS), SNAP-Ed (Formerly AzNN):**
Mrs. Udarbe and Mrs. Carlson both served as Managers in the implementation and evaluation of SNAP-Ed services across Arizona in their former roles with the ADHS. Responsibilities included operational oversight, budgeting, technical assistance, training, education, and social marketing.

Additional program experiences and material development samples are available upon request.



Key Personnel Experience and Qualifications

Pinnacle Prevention prides itself on the exemplary qualifications of personnel that will be assigned to fulfilling program deliverables should we be awarded. Pinnacle Prevention support will include five (5) key project personnel with the following qualifications:

Adrienne Udarbe, MS, RDN, Pinnacle Prevention Executive Director and Registered Dietitian, will serve as administrative support providing grant management oversight ensuring that project deliverables are of high quality and completed on time and on budget. In her current role, Mrs. Udarbe oversees operations, partnership support and technical assistance, assessment and planning, and research. Ms. Udarbe brings to this project more than 15 years of experience working in the public sector. She has a proven track record of successfully translating evidence-based behavior change theories and practices into influential initiatives. She combines her unique understanding of the complexities that influence systems change with expertise in community-driven engagement. Previously, Mrs. Udarbe served as the Community Programs Manager with the Arizona Department of Health Services (ADHS), with oversight of \$20 million dollars in federal and state grants across eight different public health initiatives, including experience with USDA nutrition assistance programs and child nutrition programs, which included SNAP-Ed. She has over a decade of experience in planning, policy, evaluation, and community food systems and development working in government and nonprofit organizations targeting low-income households. Specific to the delivery of SNAP-Ed services in Gila County, Mrs. Udarbe's experience has included oversight and management of Gila County SNAP-Ed services to date, management of the Double Up Food Bucks AZ SNAP match program, management of the Farmers Market Nutrition Program (FMNP) and coordination of the Special Supplemental Program for Women, Infants, and Children (WIC) programs. She also has extensive experience in informing legislative policy to best support healthy food systems and healthy community design. Mrs. Udarbe has also served as a contributing subject matter expert on the publication: A Practitioners Guide for Advancing Health Equity – Community Strategies for Preventing Chronic Disease (Health Equity Guide) from the



Centers for Disease Control and Prevention (CDC), author of Standards of Practice and Standards of Professional Performance for Registered Dietitian Nutritionists (Competent, Proficient, and Expert) in Public Health and Community Nutrition, and has served as adjunct faculty with Chandler Gilbert Community College (CGCC) in the instruction and education of fundamentals of human nutrition.

Jessie Gruner, PhD, RDN, Pinnacle Prevention Director of Community Innovations and Registered Dietitian will serve as policy, systems, and environmental support for the delivery of SNAP-Ed and HAPI services in Gila County. In her current role, Dr. Gruner oversees policy development and technical assistance with partners across Arizona. She is responsible for testing and implementing programming innovations, completing community assessments, facilitating community engagement, providing technical assistance in food systems policy efforts with urban and rural community partners, and delivering unique nutrition education approaches to a variety of populations. She also serves as the organizational lead in the administration and oversight of the Double Up Food Bucks Arizona program. Previous to her role with Pinnacle Prevention, Dr. Gruner lead research efforts in food policy related to menu labeling and measuring demand and access for the fresh fruit and vegetable program (FFVP). Dr. Gruner also serves as the Advocacy Director and Public Policy Coordinator for the Arizona Academy of Nutrition and Dietetics.

Jaclyn Chamberlain, MPH, RDN, CSP, Pinnacle Prevention Director of Community Engagement and Registered Dietitian specializing in Pediatrics, will serve as lead nutrition educator and community engagement support. In her current role, Ms. Chamberlain is responsible for designing, developing, and facilitating partner training and providing technical assistance for programming strategies. Prior to her role with Pinnacle Prevention, Ms. Chamberlain served as a Training Manager with the Arizona Department of Health Services and was nationally recognized by federal partners for her efforts in implementing client-centered services across Arizona. Ms. Chamberlain has extensive experience in tailoring engagement for a variety of audiences and integrating cultural considerations into strategy approaches. She has received national



recognition from the USDA for her efforts in integrating a participant-centered approach into WIC service delivery and support. Ms. Chamberlain offers expertise in focus group facilitation, community-driven planning, and incorporating equity into planning processes.

Kathleen Carlson, MScA, RDN, Pinnacle Prevention Director of Community Strategies and Registered Dietitian, will serve as evaluation and capacity building support. In her current role, Mrs. Carlson oversees strategy development and evaluation. She works with partners, funders, and stakeholders to advance prevention initiatives for communities across Arizona. She supports efforts to implement evidence-based strategies and best practices; gathers data and insights to inform ongoing quality improvement; facilitates the exchange of information, best practices and successes among community partners; provides technical assistance for policy, system, and environmental (PSE) strategies for prevention efforts; and, provides general program evaluation and reporting. Before her role with Pinnacle Prevention, Mrs. Carlson served as an Evaluator on the Research and Evaluation team within the Arizona Department of Health Services Bureau of Nutrition and Physical Activity. This included expertise in statistical evaluation and epidemiology services specific to nutrition and physical activity among low income populations. Her expertise in the development of monitoring plans and evaluation framework combined with her advanced education provides a unique approach to assessing and analyzing needs with respect to desired outcomes.

Cynthia Melde, MS, Pinnacle Prevention Director of Community Impact, will serve as the active living and physical activity support subject matter expert. In her current role, Ms. Melde is responsible for administration and oversight of the Arizona Food Systems Network and cross-sector collaborations in active living and early childhood development. She specializes in community engagement, health innovations, and results-oriented facilitation. She is well known for fostering strong relationships and collaborating with government, business, non-profit and philanthropic organizations to create upstream solutions that support healthy, thriving communities. Before her role with Pinnacle Prevention, Ms. Melde served as a Regional Director for First Things First



leading community engagement, systems building efforts, needs assessments, and assets management. She also served as a Manager with the Arizona Department of Health Services focused on mobilizing community networks to foster positive systematic and sustainable health outcomes. In this role, she launched the Health Impact Assessment (HIA) program at ADHS and co-founded the Health in Policy and Practice Alliance, now known as the Arizona Alliance for Livable Communities. With a strong background in research and epidemiology, Ms. Melde combines the rigor of strong data and research with her community engagement skillset.

Our combined experience and skillset facilitate cooperation of, and valuable input from a variety of stakeholders, positioning us an ideal organization to support SNAP-Education and HAPI in Gila County. Our support will include technical assistance in project and partner coordination, development of nutrition education and marketing materials, evaluation, and reporting. Pinnacle Prevention will remain flexible in program delivery as required by the grant. Pinnacle Prevention is committed to the goals of SNAP-Education and HAPI and the work aligns with our overall mission and vision. We are deeply committed to providing the time and resources required to meet the shared desired results.

Resumes and CVs for key personnel are included as appendices.



Budget

In alignment with fair market rates and based upon experience and education, Pinnacle Prevention proposes the following annual budget to accomplish the proposed requirements and deliverables for SNAP-Ed and HAPI support:

Budget Category	Budget Description	Annual Expenses
Personnel Costs including ERE	Split funding across 5 key personnel: <ul style="list-style-type: none">• SNAP-Ed• HAPI	\$70,000.00 \$50,000.00
Marketing and Communications	Social Marketing	\$20,000.00
Equipment, Supplies, and Materials	Customized promotional educational reinforcement items (ERIs) for the target population	\$10,000.00
Travel (In-State)	In state travel (mileage only) required to implement SNAP-Ed and HAPI strategies across Gila County consistent with state per diems.	\$8,000.00
Building Space	In-Kind	\$0
Maintenance	In-Kind	\$0
Indirect Costs	10% Federal De Minimis	\$15,500.00
Total Expenses		\$170,500.00

Any additional hours beyond the outlined projections for additional tasks that may become necessary during the course of the annual project period will be billed at fixed hourly pricing of \$70.00/hour. Forecasted projections are subject to change. Pinnacle Prevention understands that budgets may change based on the availability of grant funding and will remain flexible in amending deliverables based upon the availability of funding.

The formulation utilized to derive the hourly rate is inclusive of labor, ERE, insurance, and overhead. As a nonprofit firm, Pinnacle Prevention does not factor in profit margins.



Appendices



Resumes/CVs





Adrienne Z. Udarbe, MS, RDN

Education and Training

Master of Science (MS), Nutrition and Dietetics

- Central Michigan University, Mt. Pleasant, MI

Bachelor of Science (BS), Nutrition Science

- University of Nevada Las Vegas, Las Vegas, NV

Credentials

RDN, Registered Dietitian Nutritionist

Professional Experience

Pinnacle Prevention, Chandler, AZ (December 2013 – Present), Executive Director

- Nonprofit leadership and administration dedicated to advancing the organizational vision and mission while guiding day to day operations
- Develop, implement, and coordinate strategic planning efforts
- Budget development and funding support
- Oversight of grant management and contracts
- Community engagement, facilitation, and advocacy
- Serves as subject matter expert for community partners in community health, community food systems, and community design
- Maintain current knowledge of federal, state, and local legislation, rules, and regulations impacting food systems, active living, and overall population health

Chandler Gilbert Community College, Chandler, AZ (August 2014 – December 2015), Adjunct Nutrition Faculty

- Instructor, Fundamentals of Human Nutrition
- Advise allied health students on evidence-based nutrition care
- Lesson planning and development of online instruction modules

Arizona Department of Health Services, Phoenix, AZ (August 2006 – December 2013), Community Programs Manager

- Served as Program Manager over public health nutrition and physical activity programs including SNAP-E; WIC; Farmers Market Nutrition Program (FMNP); Breastfeeding Programs; Empower early childhood health program; Health Impact Assessments (HIAs); CDC Healthy Community Design initiatives; CDC School Health Initiatives; and state Folic Acid Program with combined budget of over \$20 million in state and federal grants
- Interprets federal regulations for grant oversight and management
- Develops and implements program policies and procedures
- Oversight of policy, system, and environmental (PSE) change strategies

Sun Valley Home Care and Hospice, Mesa, AZ (November 2006 – December 2013), Clinical Dietitian

- Dietetic consultant for home health and hospice patients
- Dietary assessment and coordination of nutrition care plans
- Nutrition support, monitoring, and advising
- Patient nutrition education development
- Federal compliance and monitoring of nutrition services

American Red Cross, San Diego, CA (January 2004 – August 2006), WIC Site Supervisor/Registered Dietitian

- Dietitian and Site Supervisor for WIC agency with caseload of 30,000
- Motivation interviewing and nutrition counseling in alignment with Value Enhance Nutrition Assessment (VENA)
- Facilitate and teach individual and group nutrition education for high risk low income populations
- Mentoring, training, and community outreach

Additional previous professional experience available upon request



Publications

- Academy of Nutrition and Dietetics: Standards of Practice and Standards of Professional Performance for Registered Dietitian Nutritionists (Competent, Proficient, and Expert) in Public Health and Community Nutrition. Meg Bruening, PhD, MPH, RD; Adrienne Z. Udarbe, MS, RDN; Elizabeth Yakes Jimenez, PhD, RD; Phyllis Stell Crowley, MS, RD, IBCLC; Doris C. Fredericks, MEd, RD, FADA; Leigh Ann Edwards Hall, MPH, RD. J Acad Nutr Diet. 2015;115:1699-1709.
- Contributing Subject Matter Expert to the Centers for Disease Control and Prevention (CDC) - A Practitioners Guide for Advancing Health Equity – Community Strategies for Preventing Chronic Disease (Health Equity Guide)

Professional Presentations

- Voices for Healthy Kids Summit, 2017
 - Academy of Nutrition and Dietetics, 2015
 - USDA Food and Nutrition Services Nutrition Symposium, 2013
 - National Association for Family Child Care Annual Conference, 2013
 - Weight of the Nation, Washington DC 2012
 - Association of Maternal and Child Health Programs, Washington DC 2012
 - National Initiative for Children's Healthcare Quality (NICHQ) Collaborate for Healthy Weight, 2012
 - Center for Disease Control, Communities Putting Prevention to Work, Atlanta, GA 2011
- Additional local and state-based presentations available upon request***

Awards and Recognitions

- Excellence in Practice, Association of State and Territorial Public Health Nutritionists, 2013
- Emerging Dietetics Leader, Academy of Nutrition and Dietetics, 2012
- The White House, Let's Move! Recognition Award, May 2012

Media Experience

- Television: Recurring Featured Health Expert on Channel3TV – AZ Family – Good Morning Arizona, Your Life A to Z; Channel 12 AZ Central News – AZ Midday; ABC15 Arizona – Sonoran Living
- Newspaper: Featured with The Arizona Republic; Cronkite News; Washington Post
- Radio: Featured Subject Matter Expert with KTAR Arizona News Talk; KJZZ Phoenix Public Radio
- Video: CDC Childhood Obesity PSA Video; ADHS School Health Advisory Council PSA; ADHS Farmers' Market Promotion Video

Professional Membership

- American Public Health Association
- Arizona Public Health Association
- Academy of Nutrition and Dietetics – Hunger and Environmental Nutrition (HEN) Practice Group
- Local First Arizona
- Urban Land Institute



Jessie Green Gruner, PhD, RDN

Education and Training

Doctor of Philosophy (PhD), Exercise Science and Nutrition

- Arizona State University, Phoenix, AZ
- Summa Cum Laude

Master of Science (MS), Human Nutrition

- Arizona State University, Tempe, AZ
- Summa Cum Laude

Bachelor of Science (BS), Nutrition and Dietetics

- University of New Mexico, Albuquerque, NM
- Summa Cum Laude

Credentials

RDN, Registered Dietitian Nutritionist

Professional Experience

Pinnacle Prevention, Chandler, AZ (May 2017 – Present), Director of Community Innovations

- Cultivate strategic partnerships and cross sector relationships to result in community innovations supporting a healthy food system and opportunities for active living
- Develop project proposals to advance health equity and healthy communities consistent with evidence-based strategies and best practices
- Facilitate the exchange of information, best practices and successes among stakeholders and community partners
- Provide day-to-day operational support in all aspects of administration of Double Up Food Bucks Arizona
- Support the management of grants and contracts fulfilling deliverables and reporting requirements
- Monitor and provide technical assistance in federal, state, and local policy and advocacy impacting healthy eating and active living

Northern Arizona University, Flagstaff, AZ (August 2017 – Present), Adjunct Faculty

- Instructor
- Student advisement
- Lesson planning and development

Scottsdale Community College, Scottsdale, AZ (January 2017 – Present), Adjunct Faculty

- Instructor
- Student advisement
- Lesson planning and development

Arizona State University, Tempe, AZ (May 2014 – May 2017), Research and Teaching Associate

- Managed and coordinated research development
- Conducted and analyzed research data collection
- Authored and supported the development of publications
- Served as adjunct teaching associate providing student instruction and advisement

Publications

- **Gruner J,** DeWeese R, Lorts C, Yedidia M, Ohri-Vachaspati P. Predicted Impact of the Food and Drug Administrations' Menu Labeling Regulations on Restaurants in Four New Jersey Cities. *Am J Public Health*. 2017. E-pub ahead of print.
- Ohri-Vachaspati P, Dachenhaus E, **Gruner J,** Mollner K, Hekler E, Soto M. Fresh Fruit and Vegetable Program and Requests for Fruits and Vegetables Outside of School Settings. *J Acad Nutr Diet*. 2017. E-pub ahead of print.



- **Gruner J**, Ohri-Vachaspati, P. Food and Beverage Selection Patterns among Menu Label Users and Nonusers: Results from a Cross-Sectional Study. *J Acad Nutr Diet*. 2017; 117:929-936.
- **Gruner J**, DeWeese R, Ohri-Vachaspati P. Finding Winnable Strategies to Expand the Reach of the Fresh Fruit and Vegetable Program Beyond School Settings. December 2016.
- Mollner K, **Gruner J**, Dachenhaus E, Ohri-Vachaspati P. The Fresh Fruit and Vegetable Program: Does it Promote Nagging for Fruits and Vegetables at the Store and at Home? July 2016.
- **Green J**, Brown A, Ohri-Vachaspati P. Sociodemographic Disparities among Fast-Food Restaurant Customers Who Notice and Use Calorie Menu Labels. *J Acad Nutr Diet*. 2015; 115(7): 1093-101.

Professional Presentations

- **Gruner J**, DeWeese R, Ohri-Vachaspati P. Finding Winnable Strategies to Expand the Reach of the Fresh Fruit and Vegetable Program Beyond School Settings. Poster Presentation; American Public Health Association Annual Conference, Atlanta, GA 11/2017
- **Green J**, DeWeese R, Lorts C, Ohri-Vachaspati P. Menu Labeling: The policy that will be heard but not seen. Oral Presentation; American Public Health Association Annual Conference, Denver, CO 10/2016
- Ohri-Vachaspati P, Dachenhaus E, **Green J**, Mollner K, Heckler E, Soto M, Pimental E. Can school food programs have a reach beyond schools? Oral Presentation; American Public Health Association Annual Conference, Denver, CO 10/2016
- **Green J**, DeWeese R, Lorts C, Ohri-Vachaspati P. Menu Labeling: Coming to a Neighborhood Near You....or is it? Poster Presentation; Experimental Biology Annual Conference, San Diego, CA 04/2016
- **Green J**, Ohri-Vachaspati P. Food choices made at fast-food restaurants are associated with patron weight status. Poster Presentation; Society for Behavioral Medicine Annual Meeting, Washington DC 03/2016
- **Green J** and Ohri-Vachaspati P. Calorie menu label users may be saving calories by ordering healthier sides and beverages. Oral Presentation; Society of Behavioral Medicine Annual Meeting, San Antonio, TX 04/2015
- **Green J** and Ohri-Vachaspati P. Association between demographic characteristics and fast food menu labeling use and awareness among adults living in the Southwest. Poster Presenter; American Public Health Association Annual Conference, Boston, MA 11/2013

Awards and Recognitions

- Outstanding Graduate Student | College of Health Solutions, Arizona State University; 2017
- Charles Corbin Award | School of Nutrition and Health Promotion, Arizona State University; 2017
- Teaching Excellence Award | Graduate and Professional Student Association, Arizona State University; 2016
- Assembly Service Award | Graduate and Professional Student Association, Arizona State University; 2016
- Meritorious Student Abstract | Society of Behavioral Medicine Annual Meeting; 2015
- Outstanding Graduate Student | School of Nutrition and Health Promotion, Arizona State University; 2014
- Undergraduate Annual Scholarship | New Mexico Academy of Nutrition and Dietetics; 2011

Professional Membership

- Academy of Nutrition and Dietetics; 2010 – Present
- Arizona Academy of Nutrition and Dietetics; 2013 – Present
- American Public Health Association; 2012 – 2014; 2016 – Present
- American Society for Nutrition; 2016 – Present
- Society of Behavioral Medicine; 2015 – 2017



Jaclyn Chamberlain, MPH, RDN, CSP

Education and Training

Master of Public Health (MPH), Public Health Nutrition

- University of Washington, Seattle, WA

Bachelor of Science (BS), Dietetics

- Arizona State University, Tempe, AZ

Professional Experience

Pinnacle Prevention, Chandler, AZ (August 2016 – Present), Director of Community Engagement

- Provide technical assistance, guidance and engage key stakeholders in public health nutrition and food system initiatives
- Plan, develop and implement training curricula for various preventative health strategies
- Develop community engagement plans to inform initiatives
- Gather data and insights to inform ongoing quality improvement
- Facilitate the exchange of information centered around culture and equity

Arizona Department of Health Services, Phoenix, AZ (November 2008 – August 2016), Training and Resource Manager

- Assess training needs of paraprofessional staff in the AZ WIC Program
- Develop training plans for paraprofessional and professional staff in the AZ WIC Program
- Develop and facilitated in-services and train-the-trainer programs
- Mentor professional and paraprofessional staff in motivational-interviewing, emotion-based counseling, and participant centered services

Nevada Division of Public Health, Carson City, NV (September 2008 – November 2008), Health Program Specialist
Implemented a therapeutic lifestyle change program targeting children and adults with obesity and chronic disease for a rural family practice office

- Design and conduct training activities
- Assist in the development and implementation of all outreach and VENA-compliant nutrition education materials
- Conduct site visits of assigned contract agencies and provide technical assistance, feedback, and guidance on program eligibility, outreach, nutrition assessment, nutrition education activities, documentation, and customer service.

Inter-Tribal Council of Nevada, Reno, NV (June 2006 – September 2008) Nutrition Coordinator

- Interpret USDA and state rules and regulations and provide technical assistance
- Coordinate with State of Nevada WIC program in acquisition of standardized Competent Professional Authority (CPA) training program
- Coordinate food package and VENA implementation planning activities
- Complete State Plan Documents
- Develop local agency nutrition education clinic plan
- Provide high-risk counseling and develop care plans for low and high-risk participants
- Develop and provide staff training and in-services
- Monitor local agency staff

Renown Rehabilitation Hospital, Reno, NV (March 2006 – January 2008) Clinical Dietitian

- Assess newly admitted patients for nutritional risk
- Develop nutrition care plans for patients at nutritional risk
- Provide medical nutrition therapy recommendations
- Coordinate with interdisciplinary health care team



University of Washington, Seattle, WA (September 2003 – September 2004) Research Assistant

- Assist in center project planning activities
- Support grant writing efforts

Credentials

- **RDN**, Registered Dietitian Nutritionist
- **CSP**, Board Certified Specialist in Pediatric Nutrition

Awards and Recognitions

- Washington State Dietetic Intern of the Year, Washington State Dietetic Association, 2005
- Outstanding Student, Arizona State University, 2002

Media Experience

- Television: Featured Nutrition and Breastfeeding Expert on Morning Scramble, AzTV



Kathleen Carlson, MScA, RDN

Education and Training

Master of Science Applied (MScA), Dietetics and Human Nutrition

- McGill University, Montreal, QC Canada

Bachelor of Science (BS), Food Science and Nutritional Science

- University of British Columbia, Vancouver, BC Canada

Credentials

RDN, Registered Dietitian Nutritionist

Professional Experience

Pinnacle Prevention, Chandler, AZ (December 2014 – Present), Director of Community Strategies

- Oversee administration of nutrition and physical activity contracts and programming. Work with partners, funders, and stakeholders to advance healthy eating and active living initiatives for communities across Arizona.
- Develop research and project proposals to advance healthy eating and active living strategies consistent with evidence-based strategies and best practices.
- Gather data and insights on funded projects to inform ongoing quality improvement.
- Facilitate the exchange of information, best practices and successes among stakeholders and community partners.
- Provide technical assistance for policy, system, and environmental (PSE) strategies for childhood obesity prevention efforts.
- Provide nutrition consultation to children and their families specific to needs and motivation.
- Develop and manage grants and contracts fulfilling deliverables and reporting requirements.

Arizona Department of Health Services, Phoenix, AZ (February 2012 – December 2014), Evaluator Nutritionist

- Provided statistical, evaluation and epidemiology services for BNPA. Worked with the Research and Development team towards evaluating and developing nutrition and breastfeeding interventions for the WIC and SNAP eligible populations of Arizona and evaluating the Public Health in Action 1305 CDC Grant.
- Utilized 5 years of experience with statistical software packages, such as SPSS and STATA along with 10 years of experience training and working in the field of nutrition and health to analyze and evaluate data available from various sources such as the AIM/HANDS Oracle Database for the WIC Program, The American Community Survey and the Behavior Risk Factor Surveillance System.
- Developed and implemented an Evaluation Framework for the Arizona Nutrition Network (SNAP- Ed) that aligns with the Western Region's SNAP-Ed Evaluation Framework and is utilized by all Arizona partners that provide SNAP-Ed services.
- Worked on the development of an Arizona evaluation plan and monitored performance measures for an integrated CDC grant focusing on state public health actions to prevent and control diabetes, heart disease, obesity and associated risk factors and promote school health.
- Used WIC data to perform a thorough quality control check of a large data set to be sent to the USDA for nationwide comparisons.
- Completed a thorough analysis and summary of breastfeeding data in the WIC population to be used for planning new programming and decisions regarding distribution of future funding.
- Worked on the development of a Bureau wide evaluation plan in line with the ADHS strategic plan.
- Worked on a monitoring plan for statewide health indicators through the transition to state level monitoring as the PedNSS-PNSS surveillance systems was discontinued at the national level.



Providence Healthcare Research Institute, Vancouver, BC Canada (September 2003 – July 2010), Research Coordinator

- Promoted from Research Assistant position to oversee the administration of a Canada wide, 25- site observational study that recruited over 2500 subjects for 5 years of follow-up.
- Served as the initial contact for all site coordinators with questions and concerns about study start up and follow-up.
- Managed the 25 hospital sites for the study during start-up and for the first year of study, including budgeting, training and adapting study protocol for each site.
- Provided data collection support to each site to ensure that all data was collected as per the study protocol and that study samples were handled and sent to storage and for testing as per study protocol.
- Acted as a liaison between study staff and the steering committee helping to ensure that protocol design was practical and met the goals of the principal investigator.
- Completed research assistant duties to the Nephrology research team. Worked on numerous studies and projects at one time providing assistance to the research coordinators and office organization duties.

Crabtree Corner, Vancouver, BC Canada (May 2008 – July 2010), Volunteer

- Worked with a team of nutrition graduates to develop and coordinate a nutrition workshop for low-income mothers.
- Provided a nutrition class once a week, a healthy meal shared with the group and a bag with the meal's ingredients to send home with participants to share with their families.



Cynthia Melde, MS

Education and Training

Post Baccalaureate Certificate, Public Health Epidemiology

- W.P. Carey School of Business at Arizona State University, Phoenix, AZ

Master of Science (MS), Human Nutrition

- Arizona State University, Tempe, AZ

Bachelor of Arts (BA), Religious Studies and Ethics

- Scripps College, Claremont, CA

Professional Experience

Pinnacle Prevention, Chandler, AZ (October 2016 – Present), Director of Community Impact

- Cultivate strategic partnerships and cross sector relationships impacting the Arizona Food System
- Develop project proposals to advance health equity
- Facilitate the exchange of information, best practices and successes among stakeholders and community partners
- Serve as subject matter expert in Health Impact Assessment (HIA) and among planning and development sector
- Support the management of grants and contracts fulfilling deliverables and reporting requirements
- Monitor and provide technical assistance in federal, state, and local policy and advocacy to maximize positive health outcomes

First Things First, Phoenix, AZ (April 2014 – October 2016), Regional Director

- Facilitate and support all work of the regional Council, including completion of biannual needs and assets report, annual funding plans, and community engagement/system building efforts. \Lead strategic planning efforts to identify priorities and maximize impact amidst a reduction in resources
- Oversee grant proposal process, program evaluation and technical assistance for \$10 million annual allocation
- Identify, engage, and develop relationships with strategic community-based organizations to collaborate and increase the reach and impact of early childhood education and health
- Provide technical assistance to grantees and regional Council members on evidence-based care coordination/medical home, home visiting, family resource center, mental health consultation and parent education models
- Interact with the community and media as chief spokesperson for the regional Council to increase awareness throughout the community of the importance of early childhood development and health

Arizona Department of Health Services, Phoenix, AZ (June 2007 – April 2014), Nutrition and Physical Activity Program Manager

- Managed a \$3 million budget focused on mobilizing community networks to foster systematic and sustainable change that supports healthy eating and active living
- Launched the Health Impact Assessment Program at ADHS and co-founded the Health in Policy and Practice Alliance to advance smarter policies that consider health implications and build safe and thriving communities
- Successfully led, wrote and was awarded a Health Impact Project grant, a Robert Wood Johnson Foundation and Pew Charitable Trust collaboration, for the Health in Policy and Practice Alliance to advance the use of Health Impact Assessments in Arizona
- Negotiated contracts and fostered strong relationships with key partner agencies, such as Arizona Department of Transportation, Arizona Department of Education and Arizona Child Care Association
- Provided technical assistance to county health departments and contractors on policy, systems and environmental change strategies to increase quality of life outcomes



-
- Supervised a high-performing team of health and education professionals working on early childhood, school-age and adult interventions with an inclusive leadership approach
 - Acted as chief spokesperson for childhood obesity prevention efforts conducting media interviews and writing blog entries, press releases and social media
 - Responsible for grant applications, progress reports, and annual reports to federal grantors
 - Fostered collaboration at the federal, state and local level. Directed efforts in the Bureau of Nutrition and Physical Activity toward integration and collaboration with internal bureaus and divisions

Desert Integrated Medicine, LLC, Wickenburg, AZ (May 2004 – September 2011), Health and Wellness Manager

- Implemented a therapeutic lifestyle change program targeting children and adults with obesity and chronic disease for a rural family practice office
- Developed partnerships with the Wickenburg Community Hospital and the local businesses to promote the program
- Facilitated group sessions and used motivational interviewing and participant centered counseling skills to empower families to incorporate healthy foods and be more physically active.

Publications

- Contributing Subject Matter Expert to Arizona Planning Association - The Arizona Healthy Communities Toolkit
- Winham D., Hutchins A., and Melde C. Pinto bean, navy bean, and black-eyed pea consumption do not significantly lower the glycemic response to a high glycemic index treatment in normoglycemic adults. Nutrition Research, 2007; 27: 535-541.

Professional Development

- Communications across Barriers, Poverty and Coaching Institute, January 2016
- Advocacy and Communication Solutions, Spokesperson Training, December - August 2015
- Advocacy and Communication Solutions, Facilitation Training, June – August 2014
- University of North Carolina, Obesity Prevention in Public Health, August 2010
- University of South Florida, Leadership in Maternal Child Health, April 2009

Leadership, Awards, and Recognitions

- Preventive Health Collaborative Steering Committee Members, 2015 - Present
- City of Mesa Early Childhood Task Force Member, 2015 - 2016
- First Things First Exemplary Employee Award, October 2015
- Sustainable Communities Collaborative Steering Committee Member, 2012 – 2014
- ADHS Employee of the Month, September 2012
- Health in Policy and Practice Co -Founding Committee Member, 2010 - Present
- Action for Healthy Kids Steering Committee Member, 2010 - 2014
- Arizona Safe Routes to School Advisory Member, 2009 - 2011
- Theta Alpha Kappa Honor, 2003

Media Experience

- Newspaper: Featured with The Arizona Republic; Cronkite News; Washington Post, Robert Wood Johnson Newsletter
- Radio: Featured Subject Matter Expert with KTAR Arizona News Talk; KJZZ Phoenix Public Radio

Required Forms



QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 080318 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES

The applicant submitting this proposal warrants the following:

1. Name, Address, and Telephone Number of Principal Contractor:

Pinnacle Prevention

3100 West Ray Road, Suite 201 Chandler, AZ 85226

(480) 415 - 4563

2. Has Contractor (under its present or any previous name) ever failed to complete a contract? _____ Yes ☒ No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes ☒ No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)? _____ Yes ☒ No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.
5. Contractor must also provide at least the following information:
- A brief history of the Contractor.
 - A cost proposal shall be submitted on the price sheet, attached hereon and made a full part of this contract by this reference.
 - A list of previous and current customers, which are considered identical or similar to the scope of services described herein; shall be submitted on the reference list, attached hereon and made a full part of this contract by this reference.
 - List the specific qualifications the Contractor has in supplying the specified services.
 - Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** Not applicable
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. **Current Contractor Business Arizona License Number:** City of Chandler License #157046
(If Applicable)

Adrienne Z. Udarbe
Signature of Authorized Representative

Adrienne Z. Udarbe
Printed Name

Executive Director
Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 080318 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES.

Contractor Name: Pinnacle Prevention

Phone No.: 480-415-4563

COSTS	
<i>Annual Rate</i> <i>(Contractor shall be paid per monthly expenditure report. Monthly expenditure report shall be submitted to Gila County by the 15th of the following month)</i>	\$ <u>170,500.00</u>
TOTAL COST	\$ <u>170,500.00</u>

****All applicable taxes shall be included in proposed amount.**

Adrienne Z. Udarbe

Signature of Authorized Representative

Adrienne Z. Udarbe

Printed Name

Executive Director

Title

REFERENCE LIST

These references are required to enable the evaluation team to assess the qualifications of the Contractor under consideration for final award.

References

Please list a minimum of three (3) references for contracts, entered into or completed, of similar size and scope, as this request for proposals during the past twenty-four (24) months. Bidder may attach further reference information as necessary.

1. **Company:** Arizona Department of Health Services
Contact: Anne Whitmire
Phone: 602-364-1621
Address: 150 N. 18th Ave, Suite 300 Phoenix, AZ 85007
Job Description: WIC Training, Technical Assistance, and Consultation

2. **Company:** Vitalyst Health Foundation
Contact: CJ Eisenbarth Hager
Phone: 602-774-3445
Address: 2929 N. Central Ave. Suite 1550 Phoenix, AZ 85012
Job Description: Consultation, assessment, and evaluation

3. **Company:** New Mexico Department of Public Health
Contact: Kerry Thomson
Phone: 505-476-8806
Address: 2040 S. Pacheco Street, #126 Santa Fe, NM 87505
Job Description: Training, technical assistance, planning, and evaluation

Pinnacle Prevention

Name of Business

Adrianne Z. Udelsky

Signature of Authorized Representative

Executive Director

Title

STATE OF ARIZONA)
)ss
COUNTY OF ~~GILA~~ *MARICOPA*

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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 required 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.

Date: 10/1/2018

Adrienne Z. Udarbe
Signature of Authorized Representative

Adrienne Z. Udarbe
Printed Name

Executive Director
Title

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

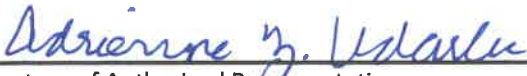
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. IN addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Adrienne Z. Udarbe, Executive Director - Pinnacle Prevention

Typed Name and Title of Authorized Representative



Signature of Authorized Representative


☐ I am unable to certify the above statements. My explanation is attached

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 080318 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES**, my intention concerning subcontracting a portion of the work is as indicated below.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the proposal. The list must include the subcontractors name, address, phone number, and Arizona Registrar of Contractors License Number. List must be provided in a sealed envelope marked "List of Subcontractors".

- ☐ **YES**, it is my intention to subcontract a portion of the work.
- ☒ **NO**, it is not my intention to subcontract a portion of the work.



Signature of Authorized Representative

Adrienne Z. Udarbe

Printed Name

Executive Director

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

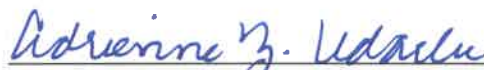
Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall 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 delivery of services.

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.



Signature of Authorized Representative

Adrienne Z. Udarbe

Printed Name

Executive Director

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this RFP. If Contractor fails to complete and execute any portion of the bid documents, all with original signatures, the RFP may be determined to be non-responsive and rejected.

CHECKLIST:

REQUIRED DOCUMENT

QUALIFICATION & CERTIFICATION FORM
PRICE SHEET
REFERENCE LIST
NO COLLUSION FORM
INTENTIONS IN SUBCONTRACTING
LEGAL ARIZONA WORKERS ACT COMPLIANCE
CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE

COMPLETED AND EXECUTED

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ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	<u>NA →</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Date	<u>NA →</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Signed and dated this 2nd day of October, 2018

Pinnacle Prevention
Contractor:
Adrianne J. Udaolu
By:

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 080318 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before October 03, 2018, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this request for proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

CONTRACT NUMBER: 080318 SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION SUPPORT SERVICES

Contractor Submitting Proposal:

Pinnacle Prevention

Company Name

3100 West Ray Road, Suite 201

Address

Chandler AZ 85226
City State Zip

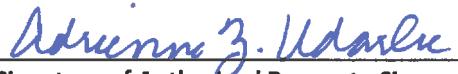
For clarification of this offer, contact:

Name: Adrienne Z. Udarbe

Phone No.: 480-415-4563

Fax Not applicable

Email: adrienneudarbe@pinnacleprevention.org



Signature of Authorized Person to Sign

Adrienne Z. Udarbe

Printed Name

Executive Director

Title

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the Contractor.

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFP No.: 080318, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

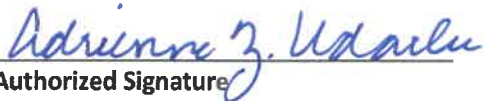
The contract shall henceforth be referenced to as **Contract No. 080318**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2018.

GILA COUNTY BOARD OF SUPERVISORS:

CONTRACTOR:

Tim R. Humphrey, Chairman, Board of Supervisors


Authorized Signature

ATTEST:

Adrienne Z. Udarbe

Print Name

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

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

ARF-5129

Consent Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 10/30/2018

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Kimberly Rust, Constable Clerk

Department: Constable - Payson Regional

Fiscal Year: 2019 Budgeted?: No

Contract Dates October 8, 2018 thru Grant?: Yes

Begin & End: June 30, 2018

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Constable's Ethics, Standards, and Training Board FY 2019 Equipment Grant Application and Award (Contract No. CNA19-202)

Background Information

The Globe Regional Constable's Office hired a Deputy Constable and currently is in need of a ballistic vest. This will provide officer safety by providing protection in a hazardous duty situation. The Globe Regional Constable has a Deputy Constable and a Constable Clerk that currently do not have uniforms, and the Payson Regional Constable's Office is in need of replacement uniforms. In the past, the Payson and Globe Regional Constable's Offices have submitted grant applications to the Constable Ethics, Standards & Training Board and received grant awards for the purchase of equipment.

On September 26, 2018, the Gila County Constable's Offices submitted an Equipment Grant Application in the amount of \$1,707.39 to the Constable Ethics, Standards & Training Board for the purchase of a ballistic vest and uniform shirts. The deadline to submit the Grant Application was prior to a scheduled Board of Supervisors' meeting, so the Grant Application was submitted without Board approval. The Gila County Constables were recently informed by the Constable Ethics, Standards & Training Board of a grant award for the requested amount that will be used to purchase a ballistic vest and uniform shirts.

Evaluation

The Board of Supervisors needs to approve the submittal of the Equipment Grant Application and accept the grant award by authorizing the Chairman's signature on Grant No. CNA19-202.

Conclusion

The Gila County Constable's Offices are requesting the Board to approve the Constables' submittal of the Equipment Grant Application and accept the grant award by authorizing the Chairman's signature on Contract No. CNA19-202 in the amount of \$1,770.39 from the Constable's Ethics, Standards and Training Board to purchase a ballistic vest and uniform shirts.

Recommendation

Constable Tony McDaniel and Constable Ruben Mancha request that the Board of Supervisors approve the submittal of the Equipment Grant Application to the Constable's Ethics, Standards and Training Board and accept the grant award in the amount of \$1,707.39 by authorizing the Chairman's signature on Contract No. CNA19-202.

Suggested Motion

Approval of the Payson and Globe Regional Constables' submittal of a FY 2019 Equipment Grant Application to the Constable's Ethics, Standards, and Training Board and acceptance of the grant award in the amount of \$1,707.39 by authorizing the Chairman's signature on Grant No. CNA19-202.

Attachments

Grant Contract No. CNA19-202

FY19 Equipment Grant Application


 ORIGINAL

**CONSTABLE ETHICS,
STANDARDS & TRAINING BOARD
GRANT AWARD CONTRACT
GRANT NO. CNA19-202**

Project Title: Ballistic Vests & Shirts

Grant Award Amount: \$ 1,707.39

This Agreement Shall Become Effective: Upon the date a fully-executed original is received by the Constable Ethics, Standards and Training Board ("Board").

Termination Date: June 30, 2019. This agreement expires on this date unless prior written approval for an extension has been obtained from the Board. The Board in its sole discretion may approve an extension to further the goals and objectives of this Grant Award Contract, and to determine the length of any extension..

TERMS OF AGREEMENT

This Grant Award Contract is entered into by **GILA COUNTY (GRANTEE)**, and the **BOARD**, through its Chairman pursuant to authority granted to the Board by A.R.S. § 22-137 and A.R.S. § 22-138 and in accordance with A.R.S. § 41-2701 *et seq.* The parties agree to fulfill the terms and conditions of this Grant Award Contract and to abide by all contractual terms, statutes and regulations governing the expenditure of Board funds.

This Grant Award Contract shall constitute the entire agreement between the parties, superseding any and all other oral or written understandings.

The parties hereto agree to carry out the Provisions of this Grant Award Contract.

GRANTEE		BOARD	
Signature of Authorized Individual	Date	Signature of Authorized Individual	Date
		Mike Cobb	10-17-18
Typed Name & Title (BELOW):		Typed Name & Title (BELOW):	
Tim R. Humphrey Chairman of the Board		Mike Cobb Chairman	



ORIGINAL

Definitions

As used throughout this Grant Award Contract, including the General Provisions and the Scope of Work, the following terms shall have the meaning set forth below:

1. **"Board"** means the State of Arizona Constable Ethics, Standards & Training Board.
2. **"Chairman"** means the agency head of the Board or a person duly authorized by the Chairman to act on the Chairman's behalf.
3. **"Deliverables"** means the reports, documentation, and other materials developed for submission to the Board by the Grantee in the course of the Grantee's performance under this Grant Award Contract.
4. **"Grant Application"** means the application filed by the Grantee upon which this Grant Award Contract was awarded.
5. **"Grant Award Contract"** means this Grant Award Contract between the Board and Grantee.
6. **"Grant Award Contract Amendment"** means a written document, signed by an authorized representative of both parties for the purpose of making changes to the Grant Agreement.
7. **"Grantee"** means the county, person, firms, or organization performing the work or delivering the items described in this Grant Award Contract.
8. **"Records"** means all books, accounts, reports, receipts, files and other records relating to this Grant Award Contract.
9. **"Scope of Work"** means that part of this Grant Award Contract that describes the work to be performed by the Grantee to accomplish the Project purpose under this Grant Award Contract. If the Scope of Work conflicts with the General Provisions, the terms of the Scope of Work shall govern.
10. The use of the word **"shall"** means the action described is mandatory under this Grant Award Contract and/or applicable law.
11. **"State"** means the State of Arizona, including the Board.

General Requirements

1. **Governing Law and Dispute Resolution** This Grant Award Contract shall be governed by and constructed in accordance with the laws of the State of Arizona. Disputes arising during the performance of this Grant Award Contract will be resolved to the maximum extent possible through cooperation and coordination of the Grantee and the Board. If the parties are unable to resolve their differences by agreement, the parties agree to resolve all disputes arising out of or relating to this Grant Award Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes. Any litigation regarding this Grant Award Contract must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.
2. **Terms of this Grant Award Contract** The terms of the Request for Grant Applications that led to the grant award incorporated in this Grant Award Contract are hereby incorporated into this Grant Award Contract by this reference, except that to the extent there is any conflict between the terms of the Request for Grant Applications and this Grant Award Contract, the terms of this Grant Award Contract shall prevail and shall govern the terms of the parties' obligations to each other.
3. **Licenses, Permits and Authorizations** Grantee shall obtain and maintain all licenses, permits and authorizations necessary to perform its obligations under this Grant Award Contract; and is responsible for compliance with all applicable local, state, and federal laws.
4. **Modification and Amendment** This Grant Award Contract may be modified only by a written Grant Award Amendment signed by Chairman of the Board or by another person authorized in writing by the Board to act on behalf of the Board.



5. Antitrust Claims Grantee assigns to the Board any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Grantee in exchange for grant funds provided under this Grant Awards Contract.
6. No Assignment No rights or interest in this Grant Award Contract shall be assigned by Grantee without prior written approval of the Board.
7. No Political Activities Grantee agrees that no funds provided or personnel employed under this Grant Award Contract shall be in any way engaged in conduct of political activities in violation of 5 U.S.C. § 1502.
8. Conflict of Interest Grantee certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner with the performance of services required under this Grant Award Contract.
9. Assessments, Evaluations and Information or Data Collection Grantee agrees to cooperate and participate with any and all assessments, evaluations or information or data collection requests.
10. Privacy Laws Grantee assures that it will comply with all state and federal laws regarding privacy during the course of this award.
11. Immigration Laws As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Grant Award Contract subject to penalties up to and including termination of this Grant Award Contract. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If State law is amended, the parties may modify this paragraph consistent with State law.
12. Severability If any provision of the Grant Award Contract is held invalid, the remainder of this Grant Award Contract shall not be affected thereby and all other parts of this Grant Award Contract shall be in full force and effect.
13. Relationship of Parties The parties agree that the Grantee shall not be considered an employee, associate, partner, officer, joint venture, or agent of the Board or the State as a result of this Grant Award Contract. The Grantee is solely responsible for the planning, design, scope, and implementation of the Scope of Work funded through this Grant Award Contract. Neither the Board nor the State is responsible for any liabilities resulting from the Grantee's planning, design, Scope of Work, implementation or performance of the Scope of Work funded through this Grant Award Contract.
14. No Waiver Either party's failure to insist on strict performance of any term or condition of this Grant Award Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.



15. Records Retention Pursuant to A.R.S. §§ 35-214 and 35-215, Grantee shall retain and shall contractually require each contractor and subcontractor to retain all records relating to this Grant Award Contract for a period of five years after completion of the Grant Award Contract and until any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed. All records shall be subject to inspection and audit by the Board at reasonable times. Upon request, the Grantee shall produce the original of any or all such records at the offices of the Board.
16. Stop Work Notice In the event of unapproved changes in the Scope of Work, performance or changes outside the scope of the Grant Award Contract, illegal or unpermitted activities, or other material discrepancies between the Grant Award Contract and the Grantee's activities, the Board reserves the right to issue notice to the Grantee to stop work. The notice will further specify that the Board will not approve resumption of performance or further payments until the issue or issues identified in the stop work notice have been resolved to the satisfaction of the Board.
17. Period The Board agrees to reimburse Grantee for work activities performed during the time this Grant Award Contract is in effect. The Board is not required to reimburse Grantee for any work activities initiated prior to execution of this Grant Award Contract or after this Grant Award Contract is no longer in effect. The Board may extend the time this Grant Award Contract is in effect, if requested by the Grantee by executing a Grant Award Contract Amendment.
18. Contractors, Subcontractors and Consultants Contractors, subcontractors or consultants may be used in the performance of tasks described in the Scope of Work of this Grant Award Contract. The Grantee shall not enter into any contract or subcontract under this Grant Award Contract without consideration for impact on the project. The Grantee shall report any contract or subcontract awards or changes as part of that calendar year's narrative report. Any contractor, subcontractor or consultant participating in this Grant Award Contract shall comply with the terms and conditions of this Grant Award Contract, as set forth in the general provisions and Scope of Work. Should the Grantee utilize any contractors, subcontractors or consultants, Grantee agrees to supply all such contractors and subcontractors with copies of this Grant Award Contract and the Request for Grant Application that led to this Grant Award Contract, and to obtain the written agreement of each such contractor or subcontractor to follow and be bound by all terms of this Grant Award Contract.

Indemnification

1. Notwithstanding any provision of this Grant Award Contract to the contrary, the Board is not authorized to indemnify Grantee or its contractors and/or subcontractors.
2. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees (hereinafter referred to as "Claims") arising out of the 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 Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers. The Grantee shall indemnify and hold harmless the Board and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Grant Award Contract performance or use by the Board of materials furnished or work performed under this Grant Award Contract. In consideration of the award of this Grant Award Contract, the Grantee agrees to waive all rights of subrogation against the Board and the State, their officers, officials, agents, and employees for losses arising from the work performed by the Grantee and the Board. However, if the Grantee is a State agency, board, commission, political subdivision of the State, or a university of the State, this paragraph shall not apply.
3. Should the Grantee utilize contractor(s) and/or subcontractor(s), the indemnification clause between Grantee and its contractor(s) and subcontractor(s) shall include the following:



Contractor shall indemnify, defend, save, and hold harmless Grantee, the Arizona Constable Ethics, Standards and Training Board, and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to together as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and cost 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 such contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona and the Arizona Constable Ethics, Standards and Training Board, and their departments, agencies, boards, commissions, universities, political subdivisions, officers, officials, agents and employees as additional insureds, and also include a waiver of subrogation in favor of the State, the Arizona Constable Ethics, Standards and Training Board, and the other foregoing State entities and persons. Insurance requirements for any contractor or subcontractor used by Grantee are incorporated herein by this reference and attached to this Grant Award Contract as Exhibit "A".

Termination of Grant Award Contract

1. **Suspension or Debarment** The Board may, by written notice to the Grantee, immediately terminate this Grant Award Contract if the Board determines that the Grantee has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Execution of this Grant Award Contract shall attest that the Grantee is not currently suspended or debarred. If the Grantee becomes suspended or debarred, the Grantee shall immediately notify the Board.
2. **Termination for Convenience** The Board reserves the right to terminate this Grant Award Contract in whole or in part at any time, when in the best interests of the Board, without penalty or recourse. Upon receipt of written notice of termination, the Grantee shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Board. In the event of termination under this paragraph, all documents, data and reports prepared by the Grantee under this Grant Award Contract shall become the property of and be delivered to the Board. The Grantee shall be entitled to receive reimbursement for work completed and materials accepted before notification of termination. The Board is under no obligation to continue reimbursement for any work activities undertaken after notification of termination.
3. **Termination for Default** The Board reserves the right to terminate this Grant Award Contract in whole or in part due to the failure of the Grantee to comply with any term or condition of this Grant Award Contract or to acquire and maintain all required insurance policies, bonds, licenses and permits. The Board shall provide written notice of the termination and the reasons for it to the Grantee.
4. **Non-Availability of Funds** Every payment obligation of the Board under this Grant Award Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Grant Award Contract, this Grant Award Contract may be terminated by the Board at the end of the period for which funds are available. No liability shall accrue to the Board in the event this provision is exercised, and the Board shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.



5. Continuation of Work Activities After Termination Termination of this Grant Award Contract does not prohibit the Grantee from independently continuing work on the project, but any such independent continuation is solely the responsibility of the Grantee.
6. Cancellation for Conflict of Interest Pursuant to A.R.S. § 38-511, the Board may cancel this Grant Award Contract within 3 years after Grant Award Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Grant Award Contract on behalf of the Board is or becomes at any time while the Grant Award Contract or an extension of the Grant Award Contract is in effect an employee of or a consultant to any other party to this Grant Award Contract with respect to the subject matter of the Grant Award Contract. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant Award Contract as provided in A.R.S. § 38-511.

Non-Discrimination

The Grantee shall comply with Executive Order 2009-09, which mandates that during the performance of this Grant Award Contract, the Grantee and its contractors and subcontractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The Grantee and its contractors and subcontractors will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Grantee and its contractors and subcontractors shall post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. Grantee agrees to ensure that the provisions of this paragraph are included in all of its contracts with contractors and subcontractors relating to this Grant Award Contract.

Payments

1. Use of Grant Funds Grantee agrees that grant funds will be used in accordance with the terms of this Grant Award Contract. Awarded grant funds shall be used solely for eligible purposes as approved by the Board. Line item funding is considered estimates of costs; however, the total project costs are considered exact and shall not be exceeded by the Grantee unless this Grant Award Contract is amended in a Grant Award Contract Amendment. Substandard performance by Grantee of its obligations under this Grant Award Contract as determined by the Board will constitute noncompliance with this Grant Award Contract. Any deviation or failure to comply with the purpose and/or conditions of this Grant Award Contract by Grantee without prior written approval of the Board may constitute sufficient reason for the Board to terminate this Grant Award Contract, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds that are determined by the Board to have been spent in violation of the purpose or conditions of this Grant Award Contract.
2. Actual Cost, Reimbursement and Advance All payments made under this Grant Award Contract shall be by actual cost.
 - a. Payments under the Grant Award Contract shall be by actual cost and reimbursement. The Grantee is eligible for reimbursement of actual expenses incurred that are necessary to complete tasks as specified in the Scope of Work.
 - b. The Grantee may request advance payment of partial grant funds. The Grantee shall submit written justification to the Board explaining the need for a funding advance and detailed documentation justifying the amount of the advance requested. Funding advances will be subject to Board approval. If advance payment is made, the Grantee shall demonstrate that all advanced monies have been expended prior to



requesting reimbursement for other allowable expenses. Additionally, Grantee must reimburse the Board any advances paid that were in excess of actual costs of implementing the grant project.

3. **Conditions of Payment** Each payment is conditioned upon receipt and approval by the Board of the deliverable(s) specified in the Scope of Work and shall be accompanied by reasonable assurance (documentation, receipts, invoices, etc.) that the goods and services for which payment is requested were actually received and performed. The Board has the right to disallow contributions determined inappropriate or unreasonable. The Board shall have a minimum of thirty (30) working days to approve the deliverable(s) and payment request forms.
4. **Default** If the Board determines that the Grantee is in default in the performance of any obligation under this Grant Award Contract, the Board may either adjust the amount of payment or withhold payment until satisfactory resolution of the default.
5. **IRS W-9** If Grantee is not a political subdivision of the State, in order to receive payment under any resulting Grant Award Contract, the Grantee shall have a current IRS-W9 Form on file with the Board.
6. **Recoupment of Payments** The Grantee shall reimburse the Board for all grant funds determined by the Board not to have been spent in accordance with the terms of this Grant Award Contract.

Ownership of Information

Title to all documents, reports and other materials prepared by the Grantee in performance of this Grant Award Contract shall rest in the Board, except for copyrighted material prepared in advance of this Grant Award Contract by the Grantee at the expense of the Grantee. The Board shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract, except for copyrighted material. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, publish, advertise, perform and otherwise use all documents, reports and other materials prepared under this Grant Award Contract.

Notices

Whenever notice is required pursuant to this Grant Award Contract, such notice shall be in writing and shall be directed to the persons and addresses specified for such purpose in the Scope of Work, or to such other persons and addresses as either party may designate to the other party in writing. Unless otherwise set forth in this Grant Award Contract, notice shall be delivered in person or by certified mail, return receipt requested. Notices, correspondences and payments on behalf of the Board to the Grantee shall be sent to:

- Grantee Name: Gila County
- Grantee Mailing Address: 1400 E Ash St
- Grantee City: Globe AZ
- Grantee Zip Code: 85501
- Grantee Telephone Number: 928 474 3844
- Grantee Fax Number: 928-468-1509
- Grantee E-Mail Address: Krust@gilacountyaz.gov

Notices, correspondence, data, analyses, inquires, invoices, technical reports and other information, including all Deliverables from the Grantee to the Board shall be sent to:

- Constable Ethics Standards & Training Board
PO Box 13116
Phoenix, Arizona 85002
Telephone: 602-343-6280
Facsimile: 602-712-1252



Deliverables

1. Included with every reimbursement or payment request, the Grantee shall submit to the Board a budget report and a brief narrative report. A paper copy of the budget and narrative reports shall be mailed to the Board. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures, and a brief narrative of the project's progress, as applicable. Grantee must obtain Board pre-approval before any funds are relocated within the original/approved budget in the grant application. The Grantee is responsible for responding to any inquiries from the Board.
2. The Grantee shall identify the grant contract number in all reports submitted to the Board.
3. On a quarterly basis, until the project is completed and the Grant Award Contract is terminated, the Grantee shall submit to the Board a budget report and narrative report. The reports shall include, but are not limited to, budget expenditures, in-kind expenditures and a narrative detailing how grant funds were used to achieve project objectives to date as outlined by the Grantee in the grant application. Reports must be sent to the Board by the last day of each quarter following the execution of the Grant Award Contract.
4. At the end of the project, a final budget and final narrative report must be submitted and approved by the Board. The final narrative report shall include at a minimum: a summary of the project goals and objectives, project results or outcomes (including any data or photos), aspects of the project that worked well and things that did not work well, any public involvement and coordination, how the project has advanced the program goals, and how the project has benefited the State. The Board will not disburse final payment until the final report and all requirements of the Grant Award Contract have been fulfilled. All remaining grant funds or outstanding grant funds must be reconciled.
5. The Grantee shall include the following language in all reports prepared for this Grant Award Contract and in any publication of reports or results generated with the financial support of the Board:
 - a. "The Constable Ethics Standards & Training Board has funded all or a portion of this Project."
 - b. "The views or findings presented are the Grantee's and do not necessarily represent those of the State, or the Constable Ethics Standards & Training Board."

SCOPE OF WORK
ADDENDUM A



ORIGINAL

The Scope of Work for this project is bound to the provisions of the approved grant application which is incorporated into this agreement as Addendum A. All project tasks and costs must coincide with the approved grant application.

Terry Phillips
Deputy Constable



Kimberly Rust
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

ORIGINAL – GRANT APPLICATION

EQUIPMENT GRANT COVER LETTER

Date: September 26, 2018

Applicant Name: Gila County Constable Office

Applicant Address: 108 W Main St Payson, AZ 85541

Applicant Email: tmcdaniel@gilacountyaz.gov

Applicant Phone: 928-474-3844

Applicant Fax: 928-468-1509

County: Gila

Item(s) Requested: Ballistic Vest and Uniform Shirts

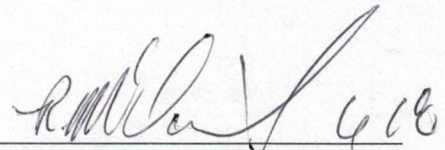
Amount Requested: \$1707.39

Advance Funds Requested: No

Anticipated Completion Date: Approximately 60 days from grant award

Applicant Name & Title:

Tony McDaniel / Constable


Applicant Signature

ORIGINAL GRANT APPLICATION

IV. Grant Application Package Materials

A. Statement of Eligibility

Instructions:

Please describe the nature of your organization and explain how you are eligible to apply for the Board Equipment Grant Program. Please limit your response to no more than 1,000 words and attach as exhibits accompanying documentation of your eligibility.

- The Gila County Constables Offices are responsible for the service of civil and criminal court documents arising out of the Gila County Consolidated Justice Courts and other courts of competent authority. The Gila County Board of Supervisors established a writ fee in accordance with A.R.S. 22-138 (Resolution No 18-09-01) a copy of which is attached for review. This fee was established in July 2008 and remains in effect therefore the Gila County Constables Offices are eligible to receive equipment grant funding in this cycle.

B. Project Proposal Form

Instructions:

Please describe completely the project you propose to complete if awarded a Board Equipment Grant. Be complete in your description of the project. At a minimum, your response must contain:

1. A detailed description of the proposed project:

- The Gila County Constables Offices would like to purchase one (1) Ballistic Vest with OCS – Overt Carrier System, Plate Ara-Shock ICW FE 5"x8", Vest Razor .06 G2 2 w/2 Carrier for the Globe Regional Deputy Constable. The Gila County Constables Offices would like to purchase twelve (12) ST650/ LST650, three (3) ST657, six (6) Tri Mountain 829 uniform shirts to provide to new employees also replace the worn ones.

2. An Explanation of needs for equipment purchases:

- By purchasing a Ballistic Vest, this improves the safety and security of the Globe Regional Deputy Constable by providing protection against a deadly enforce encounter. The purchase of the uniform shirts will improve the safety and security as it will allow personnel to be identified readily and will reduce the chance of a hostile encounter.

3. An explanation of outcomes to be expected from funding proposal:

- The purchase of a Ballistic Vest allows the Globe Regional Deputy Constable to work in a hazardous duty situation with a degree of confidence regarding his protection. This in turn allows the Deputy Constable to execute his duties and responsibilities in a timely, safe, and secure manner. The purchase of uniform shirts will improve the safety and security as it will allow Constables to work in hazardous duty situation and readily identified as a Peace Officer and Officer of the Courts during the course of their duties.

4. An explanation of how grant funds will be used (this is not a substitute for the project budget required in Section IV.C):

- The objective of grant funding is to provide the Globe Regional Deputy Constable with a Ballistic Vest with OCS – Overt Carrier System, Plate Ara-Shock ICW FE 5"x8", Vest Razor .06 G2 2w/2 carrier. To provide Constable's, Deputy Constable's, and Constable Clerk's with uniform shirts.

C. Project Budget

Instructions:

Please submit a detailed budget for the project, including specifically:

1. The FY19 equipment grant objectives that relate to this project and funding; identify a projected date for accomplishing each task associated with expending funding:

- The objectives of grant funding is to provide the Globe Regional Deputy Constable a Ballistic Vest with OSC – Overt Carrier System, Plate Ara-Shock ICW FE 5"x8", Vest Razor .06 G2 2 w/2 Carrier, and to provide personnel with uniform shirts. It is anticipated the projected date for completing this grant is within 60 days of the grant award.

2. A description and outline of equipment to be purchased if granted funding:

- One (1) Ballistic Vest with OCS – Overt Carrier System, Plate Ara-Shock ICW FE 5"x8", Vest Razor .06 G2 2 w/2 Carrier for the Globe Regional Deputy Constable. Twelve (12) ST650/ LST650, three (3) ST657, six (6) Tri Mountain 829 uniform shirts, all will have the Constable Badge first initial and last name embroidered on shirts for all personnel in the Gila County Constables Offices.

3. The projected number of Constables to benefit from the proposed equipment purchases:

- Ballistic Vest – One (1) Deputy Constable. Uniform Shirts – Two (2) Constables, Two (2) Deputy Constables, and Two (2) Constable Clerks.

4. All estimated expenditures (including tax) from three (3) different vendors for each type of item to be purchased. You must attach all supporting bid documentation.

- The attached quotes are from Universal Police Supply and Tonto Silkscreen & Embroider and are the vendor in Gila County.

- Universal Police Supply:

Vest Razor .06 G2 2 w/2 Carrier	\$706.00
Plate Ara-Shock ICW FE 5"x8"	\$ 67.00
OSC – Overt Carrier System	\$179.95
Sales Tax	\$77.19
Total	\$1030.14

- Tonto Silkscreen & Embroidery

ST650 / LST650	12@ 29.95=	\$359.40
ST657	3@ 34.95=	\$104.85
Tri Mountain 829	6@ 35.50=	\$213.00
Total		\$677.25

5. All funding sources and amounts that will be utilized to complete this project by the projected date.
- Funding for this application is primarily grant funding. In the event pricing or shipping costs are higher than projected the Gila County Constables Offices will offset any additional funding necessary for the purchase of this equipment.

D. Project Performance Measures

Instructions:

Please identify performance measurements that you will use to illustrate the outcomes of your proposal, if selected for funding. The following performance measures must be included at a minimum for consideration. The performance measurements you identify in this section, as approved by the board, will become provisions of your grant contract if the Applicant is selected as a Board Equipment Grant Program Grantee.

The performance measurements must demonstrate how the proposed project will meet the program goals described in this Request for Grant Applications. Minimum performance measurements for each project shall include:

1. The total number of Constables and Deputy Constables that will benefit from the equipment funding:
 - Ballistic Vest – One (1) Deputy Constable. Uniform Shirts – Two (2) Constables, Two (2) Deputy Constables, and Two (2) Constable Clerks.
2. The estimated savings to your government entity that would result from awarding the requested grant:
 - The estimated savings to Gila County is \$1707.39
3. How the safety of Constables and Deputy Constables would be improved by awarding the requested grant:
 - By purchasing a Ballistic Vest, this improves the safety and security of the Globe Regional Deputy Constable by providing protection against a deadly enforce encounter. The purchase of the uniform shirts will improve the safety and security as it will allow personnel to be identified readily and will reduce the chance of a hostile encounter.

4. How the execution of constable duties would be improved by awarding the requested grant:

- The purchase of a Ballistic Vest allows the Deputy Constable to work in a hazardous duty situation with a degree of confidence regarding his safety and protection. The purchase of the Uniform Shirts will assist the public and other agencies to easily identify the Gila County Constables Offices. These purchases will allow all personnel to focus more of their attention on the duty situation.

E. Request for advance Payment & Justification

Instructions:

As described in the Request for Grant Applications, grant awards are typically disbursed as reimbursements for expenses incurred in completion of projects. However, the Board will consider requests for Advance Payment of funding pursuant to the provisions of Request for Grant Applications. If you require advance payment, please identify what portion of the project budget is being requested in advance and clearly explain the reason(s) why an advance is required for the completion of the project.

Please note that if your request for advance payment is approved, you will be subject to the terms outlined in section III.B of the Request for Grant Applications.

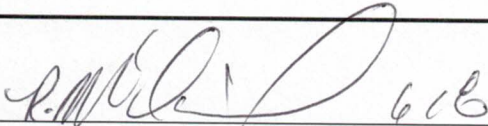
- The Gila County Constables Offices are not requesting advance payment.

FY19 Application Checklist

Be sure to comply with all of the following information in order for your application to be considered for funding.

- Submit one (1) completed, signed original of this grant application marked "ORIGINAL" in a sealed envelope or box, addressed to the Board as provided in this Request for Grant Applications.
- Submit one (1) electronic copy of this completed grant application on CD or flash drive marked "COPY" submitted in the same sealed envelope or box addressed to the board as provided in this Request for Grant Applications
- Ensure your application addresses all questions and submits all requested justification materials in this application
- Deliver or mail in time to **arrive by October 8, 2018**

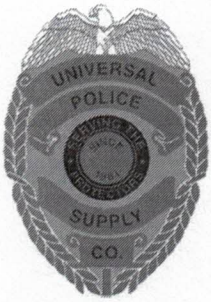
Signed:



Name and Title of Signatory: Tony McDaniel / Payson Regional Constable

9-24-18

Date Signed



Universal Police Supply Co.

2090 E University Dr. #115
Tempe Arizona 85281
480-968-2118
480-968-3449

Quote

Quote #: 23954
Transaction #: 0
Account #: 0004121
Page: 1 of 1
Date: 9/21/2018
Time: 1:30 PM
Cashier: Pete
Register #: 3

Bill To: Terry Phillips
Payson County Constable's Office
1400 E. Ash St.

Payson, AZ 85541
928-474-3844

Ship To: Cheryle Wood
Payson County Constable's Office
1400 E. Ash St.

Payson, AZ 85541
928-474-3844

Rep	Item Lookup Code	Description	Quantity	Price	Extended
1	000196000215	Vest,Razor.06 G2 2 w/2 Carrier	1	\$706.00	\$706.00
1	000196001199	Plate Ara-Shock,ICW FE 5" x 8"	1	\$67.00	\$67.00
1	000196001007	OCS-Overt Carrier System TAN	1	\$179.95	\$179.95
1	000008000125	Embroidery/Patch/Custom TEXT: THREAD COLOR: SIZE: DEPUTY CONSTABLE-- BLACK ON TAN- 4X11 BACK PATCH FROM OCS AND 2X4 FOR FRONT OF OCS	1	\$0.00	\$0.00

Your items will be ready for pick up after NOON:
MON TUES WED TH FRI SAT
Unused & worn items in original packaging
must be returned within 15 days for full refund
or 30 days for store credit.
No returns or exchanges after 30 days. A 25%
restocking fee may apply.

Sub Total	\$952.95
Sales Tax	\$77.19
Total	\$1,030.14
Change Due	\$0.00

403. W. Frontier Street
Payson, AZ 85541
(928) 474-4207
Rick@tontosilkscreen.com



ESTIMATE

ADDRESS

Gila County Constable's Office

ESTIMATE # 1462

DATE 09/21/2018

ACTIVITY	QTY	RATE	AMOUNT
Shirts ST650/ LST650	12	29.95	359.40
Shirts ST657	3	34.95	104.85
Shirts Tri Mountain 829	6	35.50	213.00

TOTAL

\$677.25

Accepted By

Accepted Date



RESOLUTION NO. 18-09-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING A FEE OF \$5.00 FOR EVERY WRIT ISSUED ON BEHALF OF A JUSTICE OF THE PEACE TO BE COLLECTED BY THE PAYSON REGIONAL JUSTICE COURT AND GLOBE REGIONAL JUSTICE COURT AND DEPOSITED INTO THE STATE OF ARIZONA'S CONSTABLE ETHICS STANDARDS AND TRAINING FUND PURSUANT TO A.R.S. § 22-138; AND REPEALING RESOLUTION NUMBERS 06-10-01 AND 08-08-01.

WHEREAS, A.R.S. § 11-445 (A)(17) states, "*For every writ served on behalf of a justice of the peace, a fee established by the board of supervisors not to exceed five dollars per writ. Monies collected from the writ fees shall be deposited in the constable ethics standards and training fund established by section 22-138.*"; and,

WHEREAS, on October 3, 2006, the Board of Supervisors adopted Resolution No. 06-10-01 to charge in civil cases a fee of \$2.00 per writ for every writ served on behalf of the Payson Regional Justice of the Peace and Globe Regional Justice of the Peace and deposited into the State of Arizona's Constable Ethics Standards and Training Fund; and,

WHEREAS, on July 1, 2008, the Board of Supervisors authorized an increase in the fee from \$2.00 to \$5.00 for every writ served on behalf of the Payson Regional Justice of the Peace and Globe Regional Justice of the Peace and deposited into the State of Arizona's Constable Ethics Standards and Training Fund; and,

WHEREAS, on August 4, 2008, the Board of Supervisors adopted Resolution No. 08-08-01 retroactive to July 1, 2008, which amended Resolution No. 06-10-01 by authorizing an increase in the fee from \$2.00 to \$5.00 for every writ served on behalf of the Payson Regional Justice of the Peace and Globe Regional Justice of the Peace and deposited into the State of Arizona's Constable Ethics Standards and Training Fund; and,

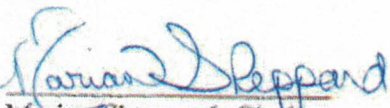
WHEREAS, recent passage and signing into law of SB1113 made a change to A.R.S. § 11-445 (A)(17) affecting the way writ fees are collected from every writ "served" on behalf of a justice of the peace to every writ "issued" on behalf of a justice of the peace;

NOW, THEREFORE, BE IT RESOLVED that, in accordance with A.R.S. § 11-445 (A)(17), the Board of Supervisors hereby adopts this Resolution authorizing a fee of \$5.00 for every writ issued on behalf of a justice of the peace to be collected by the Payson Regional Justice Court and Globe Regional Justice Court and deposited into the State of Arizona's Constable Ethics Standards and Training Fund pursuant to A.R.S. § 22-138; and repeals Resolution numbers 06-10-01 and 08-08-01.

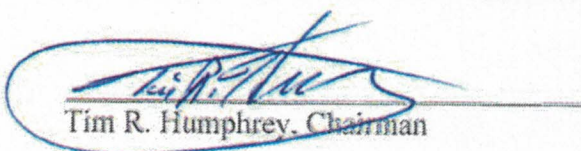
PASSED AND ADOPTED this 18th day of September 2018, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

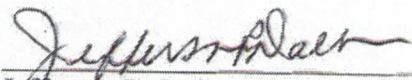


Marian Sheppard, Clerk



Tim R. Humphrey, Chairman

Approved as to form:



Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

ARF-5147

Consent Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 10/30/2018

Submitted For: Mary Springer, Finance Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: FY 2018-2019

Budgeted?: Yes

Contract Dates July 1, 2018 to June

Grant?: No

Begin & End: 30, 2019

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Intergovernmental Agreement (IGA) between Yavapai County and Gila County for Restoration to Competency Services

Background Information

On September 7, 2010, the Gila County Board of Supervisors entered into an IGA between Yavapai County and Gila County for Restoration to Competency (RTC) services. The initial term of the IGA was from June 1, 2010, to June 30, 2011, and the IGA allowed for three one-year renewal periods upon mutual agreement of the Parties.

The Gila County Board of Supervisors also designated Yavapai County RTC as Gila County's primary competency restoration program effective June 1, 2010, by Resolution No. 10-09-02.

On July 5, 2011, the Board approved the extension of said IGA through FY 2011-2012.

On June 26, 2012, the Board approved the extension of said IGA through FY 2012-2013.

On June 25, 2013, the Board approved the extension of said IGA through FY 2013-2014.

On June 24, 2014, the Board approved a new IGA which expires on June 30, 2015.

On July 28, 2015, the Board approved a new IGA which expires on June 30, 2018.

Evaluation

Yavapai County currently contracts with Wexford Health Sources for RTC services within Yavapai County's Adult Juvenile Facilities and has bed space sufficient to accept Gila County's Rule 11 inmates.

The cost to Gila County to contract with Yavapai County will remain the same at \$350 for the first day and \$250 for each day thereafter. Some additional costs may arise for non-formulary mediations, court testimony, etc.

Conclusion

Approval of the new IGA between Yavapai County and Gila County for Restoration to Competency Services will run for a one-year term from July 1, 2018, to June 30, 2019, with the option to renew for three one-year periods upon mutual agreement of the Parties. All terms and conditions under Resolution No. 10-09-02 apply.

Recommendation

Staff recommends approval of the IGA between Yavapai County and Gila County for Restoration to Competency Services for a term effective July 1, 2018, and continuing in effect until June 30, 2019.

Suggested Motion

Approval of an Intergovernmental Agreement between Yavapai County and Gila County for Restoration to Competency Services for one-year from July 1, 2018, to June 30, 2019, with the option for three one-year renewals upon mutual agreement of both counties.

Attachments

IGA for Restoration to Competency Services 07-01-18 to 06-30-21
YAVAPAI COUNTY-RESTORATION TO COMPETENCY
SERVICES-2015-2016

IGA for Restoration to Competency Services 07-01-14 to 06-30-15

IGA Ext'd to 6-30-14

IGA Ext'd to 6-30-13

IGA Ext'd to 6-30-12

IGA for Restoration to Competency Services 06-01-10 to 06-30-11
Resolution
Legal Explanation

**Intergovernmental Agreement
between
Yavapai County and Gila County
for
Restoration to Competency Services**

This Intergovernmental Agreement (IGA) is entered into by and between Yavapai County, ("Provider") and Gila County ("Client"), bodies politic and corporate of the State of Arizona, pursuant to A.R.S. § 11-952.

Recitals

- A. The Parties may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. The Parties desire to enter into an agreement for the provision of restoration to competency services for Client pre-trial inmates.
- C. The Parties acknowledge that the Client's inmates will remain under the jurisdiction of Client during the period for which services are being provided by Provider pursuant to this Agreement and that Client will assign a defense attorney and prosecutor to the Client's case during the entirety of the service period.

NOW, THEREFORE, The Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

- 1. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for admission of Client's pre-trial inmates into Provider's Restoration to Competency Program ("RTC Program") and provision of restoration services to Client inmates in the Provider's Adult Jail Facilities (AJF).
- 2. **Scope.** Provider will receive and detain Client's pre-trial inmates after the inmate has been determined by the Superior Court in and for the Client's county through the Rule 11 process as not competent to stand trial and who are medically and administratively fit to be incarcerated by Provider, for the purpose of admitting the inmates into and providing the restoration services of the Provider's RTC Program.

Client shall e-mail SheriffDetentionRTC@Co.Yavapai.AZ.US to inform the RTC team of Client's need for placement in Provider's program. A member of the RTC team will promptly reply to sender with a letter indicating what information is needed in order to determine acceptance into the program. If the program has no available bed space upon receipt of the initial e-mail from Client, the Client will be advised immediately and will be given an estimated date of bed space availability. The information requested will constitute the "Request Package."

Provider will determine whether to accept the inmate within 3 business days after receiving the complete Request Package. Provider reserves the right to refuse to accept a Client's inmate or return an accepted inmate for any reason. If the inmate is accepted, Client shall deliver the inmate to the Provider's AJF Facility at a time specified by Provider. Provider will house the Client's inmate based upon classification criteria established by the Provider's AJF and will provide for the onsite care, supervision, feeding and medical care, behavioral health and dental care of Client's inmates except as otherwise provided in this IGA. A court order from Client County is required for admission to the Provider's RTC Program (A.R.S. § 13-4510). The Court order committing an inmate into the Provider's RTC program must include authorization to administer medications involuntarily. The Provider's RTC program will begin the intake process after receiving the inmate and all necessary paperwork.

The Provider's RTC staff shall provide Client's Court with status reports on the inmate's progress every sixty (60) days from date the inmate was admitted into the Provider's RTC program. Date of admission shall be the date that all of the following actions are complete: acceptance by the Provider's RTC program, receipt by the Provider's RTC staff of the completed court order and other Rule 11 paperwork, and physical transfer of the inmate to the Provider's AJF.

It is the intention of the Parties that the inmate will remain at the Provider's AJF until a recommendation regarding competency is completed unless one of the following occurs:

1. If, at any time during the process of restoration it is determined that the inmate requires an intensive inpatient restoration setting in which case the Provider's RTC staff shall so notify the Client to allow the Client to seek issuance of an order by the Superior Court in and for the Client's county for transfer of the inmate to Arizona State Hospital (ASH) if applicable.
2. The Client directs that the Client's inmate be transferred to its custody pursuant to limitations imposed law with respect to competency or charges.
3. The Provider otherwise determines that the inmate is no longer appropriate for housing at the Provider's AJF. Client and Provider agree to exchange such documentation as is required by RTC staff or County Court in as expedient a fashion as reasonably possible.

Any non-English speaking inmates will be provided interpretation services. Costs for this service, as required, are included in the daily rate.

The Client shall, whenever indicated, initiate court-ordered treatment proceedings under A.R.S. Title 36, Chapter 5 prior to transfer of an inmate. If court-ordered treatment proceedings become necessary or desirable at any time during the inmate's stay at the Provider's RTC program, or otherwise upon the request of Provider's RTC program, the Client will initiate such proceedings in the Client's county and shall be responsible for the costs of evaluation and court proceedings associated with such proceedings, as well as provision of mental health treatment services occurring as a result of court-ordered

treatment. Client shall ensure that Provider's RTC physicians are listed in any treatment plan and that a copy of the treatment plan is delivered to Provider's RTC Program Director.

Client shall be separately responsible for paying any offsite health services for Client inmates housed at the Provider's AJF. Offsite health services include hospital inpatient or outpatient treatment or surgeries, specialty physician consults, or diagnostic services that Provider's AJF does not provide onsite for its inmates. Client shall also be responsible for paying any expenses related to exceptional medical care including, but not limited to, "non-formulary medications" as defined by the Provider's health care vendor contract.

Upon notification that a Client's inmate is to receive or has received offsite health services, Provider shall so notify offsite health providers and Client and confirm that such services are the financial responsibility of Client. If Client inmate must be transported offsite to receive health services in an inpatient setting, Provider shall provide transport and security for the inmate for a maximum of one shift to allow Client to make arrangements to either transport the inmate back to a provider in Client's county or to send officers to relieve Provider's officers at local inpatient facility.

Transportation of inmates to any Court or any other location, as ordered by the Superior Court in and for Client's county or done at the request of the Client shall be Client's responsibility.

Client shall specify a single point of contact for Client for all inquiries. Provider shall specify a single point of contact for RTC program service coordination and an additional single point of contact for billing and finance inquiries.

3. **Financing.** For each inmate admitted to the RTC Program Client will pay Provider \$350.00 for the initial day and \$250.00 per day thereafter for inmate housing, routine onsite healthcare services and costs of restoration services. Client shall be billed separately for exceptional onsite healthcare services including Non-Formulary Medications as defined in Provider's healthcare vendor contract. The billing day as defined herein applies to each Client inmate who is an inmate in, or under control of the Provider's AJF. Neither the acceptance of the inmate into the program nor the acceptance of per diem payments is a guarantee of restoration to competency for any specific inmate. The RTC per diem rate shall remain in effect until June 30, 2019, at which time the Parties shall have agreed to a new RTC per diem rate pursuant to this IGA. Client must pay community providers directly for all health services provided outside the Provider's AJF.

Client shall reimburse Provider at the hourly rate of \$30.00 per corrections officer hour and \$.55 per mile for van transport for transporting a Client inmate outside the Provider's AJF. A minimum of 2 corrections officers will accompany the Client inmate per Provider policy. In the event a Provider County corrections officer or Sheriff's Deputy must post an officer at an offsite health service location Client shall reimburse Provider at the

hourly rate of \$30.00 per corrections officer hour.

In the event Provider RTC staff is required by the Superior Court in and for Client's county to appear in court via video, Client shall reimburse Provider at the hourly rate of \$85.00. Client county is responsible for procuring the tele-video equipment that is compatible with that utilized by Provider's RTC program and for any costs required for operation of the tele-video equipment.

In the event legal counsel is required on behalf of the Provider RTC program or staff related to provision of service to Client inmates, Client shall reimburse Provider 100% of billed charges for the Provider's RTC contracted legal service.

Criteria and Rules Governing Billing:

For purposes of this IGA a "billable day" is that period commencing at 0000 hours and ending at 2359 hours that same day, or any fractional part thereof, of any day the Client inmate is in the custody or control of Provider's AJF.

Criteria for Assessment of Billing:

The costs of housing a Client inmate shall commence on the day the inmate was booked into the Provider's AJF. Provider shall cease charging the RTC per diem under the guidelines established earlier in this IGA under the definition of "billable day."

In the event a Client inmate escapes, billing charges will cease to accrue after 2359 hours of the day of escape. Billing charges will begin again on the day that the inmate is recaptured and is actually being held in the Provider's AJF.

At the end of each month after a Client inmate is admitted into the RTC Program, Provider will submit to Client a statement of charges. This statement shall provide the following information: name of inmate, booking date and hour, release date and hour, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill. Client shall be allowed access to necessary computer systems in a timely manner as necessary to verify the billing.

Client shall notify Provider in writing of any contested charges within 30 days following receipt of a monthly billing. If Client notifies Provider of a dispute within 30 days of receipt of the monthly billing, Client may withhold payment on each inmate for whom billing is disputed until the dispute has been resolved. It is understood and agreed that the billed charges are deemed accepted and will be paid if no dispute notice is received by Provider within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing.

Excluding contested charges all charges shall be paid within sixty days of receipt of a monthly billing. Contested charges shall be paid within 30 days of resolution of the dispute. A mutually acceptable third party may arbitrate charges remaining unresolved after the 60-day period.

Client shall pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Upon paying a previously disputed charge, Client will attach a statement detailing the specific charges that are being paid. Client will attach statement to each check submitted to County indicating the dates for which the check is to be applied.

4. **Term.** The initial term of this IGA shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2019. Thereafter it may be renewed annually beginning on July 1 for up to three renewal terms by mutual agreement of the Parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to its owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **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, employees, or volunteers. Client acknowledges that health care services at the Provider's AJF are provided by independent contractors.
7. **Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A).

Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

8. **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 required 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.
9. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self-insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

10. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Provider County.
11. **Non-Discrimination.** The parties shall not discriminate against any Provider or Client employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their

duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.

12. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
13. **Severability.** If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
14. **Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same as if fully set forth in this contract.
15. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Provider's or Client's Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties shall have no further obligation to each other except for payment for services rendered prior to cancellation.
16. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
17. **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
18. **No Joint Obligations.** Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
19. **No Third-Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
20. **Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party):

Provider:

Yavapai County RTC
1015 Fair Street
Prescott, AZ 86303

Client:

Gila County
Attn: James Menlove
1400 E. Ash Street
Globe, Az 85501

- 21. Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by both Parties.

APPROVALS

CLIENT:

PROVIDOR:

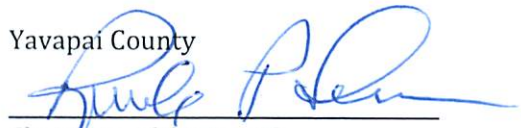
Date _____, 20____

Date October 5, 2018

GILA COUNTY BOARD OF SUPERVISORS

Yavapai County

Tim R. Humphrey, Chairman of the Board



Chairman of the Board

ATTEST

ATTEST

Marian Sheppard, Clerk of the Board

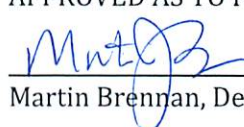


Kim Kapin, Clerk of the Board

APPROVED AS TO FORM

APPROVED AS TO FORM

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



Martin Brennan, Deputy County Attorney

**Intergovernmental Agreement
between
Yavapai County and Gila County
for
Restoration to Competency Services**

This Intergovernmental Agreement (IGA) is entered into by and between Yavapai County, ("Provider") and Gila County ("Client"), bodies politic and corporate of the State of Arizona, pursuant to A.R.S. § 11-952.

Recitals

- A. The Parties may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. The Parties desire to enter into an agreement for the provision of restoration to competency services for Client pre-trial inmates.
- C. The Parties acknowledge that the Client's inmates will remain under the jurisdiction of Client during the period for which services are being provided by Provider pursuant to this Agreement and that Client will assign a defense attorney and prosecutor to the Client's case during the entirety of the service period.

NOW, THEREFORE, The Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

- 1. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for admission of Client's pre-trial inmates into Provider's Restoration to Competency Program ("RTC Program") and provision of restoration services to Client inmates in the Provider's Adult Jail Facilities (AJF) .
- 2. **Scope.** Provider will receive and detain Client's pre-trial inmates after the inmate has been determined by the Superior Court in and for the Client's county through the Rule 11 process as not competent to stand trial and who are medically and administratively fit to be incarcerated by Provider, for the purpose of admitting the inmates into and providing the restoration services of the Provider's RTC Program.

Client shall e-mail SheriffDetentionRTC@Co.Yavapai.AZ.US to inform the RTC team of Client's need for placement in Provider's program. A member of the RTC team will promptly reply to sender with a letter indicating what information is needed in order to determine acceptance into the program. If the program has no available bed space upon receipt of the initial e-mail from Client, the Client will be advised immediately and will be given an estimated date of bed space availability. The information requested will constitute the "Request Package."

Provider will determine whether to accept the inmate within 3 business days after receiving the complete Request Package. Provider reserves the right to refuse to accept

a Client's inmate or return an accepted inmate for any reason. If the inmate is accepted, Client shall deliver the inmate to the Provider's AJF Facility at a time specified by Provider. Provider will house the Client's inmate based upon classification criteria established by the Provider's AJF and will provide for the onsite care, supervision, feeding and medical care, behavioral health and dental care of Client's inmates except as otherwise provided in this IGA. A court order from Client County is required for admission to the Provider's RTC Program (A.R.S. § 13-4510). The Court order committing an inmate into the Provider's RTC program must include authorization to administer medications involuntarily. The Provider's RTC program will begin the intake process after receiving the inmate and all necessary paperwork.

The Provider's RTC staff shall provide Client's Court with status reports on the inmate's progress every sixty (60) days from date the inmate was admitted into the Provider's RTC program. Date of admission shall be the date that all of the following actions are complete: acceptance by the Provider's RTC program, receipt by the Provider's RTC staff of the completed court order and other Rule 11 paperwork, and physical transfer of the inmate to the Provider's AJF.

It is the intention of the Parties that the inmate will remain at the Provider's AJF until a recommendation regarding competency is completed unless one of the following occurs:

1. If, at any time during the process of restoration it is determined that the inmate requires an intensive inpatient restoration setting in which case the Provider's RTC staff shall so notify the Client to allow the Client to seek issuance of an order by the Superior Court in and for the Client's county for transfer of the inmate to Arizona State Hospital (ASH) if applicable.
2. The Client directs that the Client's inmate be transferred to its custody pursuant to limitations imposed law with respect to competency or charges.
3. The Provider otherwise determines that the inmate is no longer appropriate for housing at the Provider's AJF. Client and Provider agree to exchange such documentation as is required by RTC staff or County Court in as expedient a fashion as reasonably possible.

Any non-English speaking inmates will be provided interpretation services. Costs for this service, as required, are included in the daily rate.

The Client shall, whenever indicated, initiate court-ordered treatment proceedings under A.R.S. Title 36, Chapter 5 prior to transfer of an inmate. If court-ordered treatment proceedings become necessary or desirable at any time during the inmate's stay at the Provider's RTC program, or otherwise upon the request of Provider's RTC program, the Client will initiate such proceedings in the Client's county and shall be responsible for the costs of evaluation and court proceedings associated with such proceedings, as well as provision of mental health treatment services occurring as a result of court-ordered treatment. Client shall ensure that Provider's RTC physicians are listed in any treatment plan and that a copy of the treatment plan is delivered to Provider's RTC Program Director.

Client shall be separately responsible for paying any offsite health services for Client inmates housed at the Provider's AJF. Offsite health services include hospital inpatient or outpatient treatment or surgeries, specialty physician consults, or diagnostic services that Provider's AJF does not provide onsite for its inmates. Client shall also be responsible for paying any expenses related to exceptional medical care including, but not limited to, "non-formulary medications" as defined by the Provider's health care vendor contract.

Upon notification that a Client's inmate is to receive or has received offsite health services, Provider shall so notify offsite health providers and Client and confirm that such services are the financial responsibility of Client. If Client inmate must be transported offsite to receive health services in an inpatient setting, Provider shall provide transport and security for the inmate for a maximum of one shift to allow Client to make arrangements to either transport the inmate back to a provider in Client's county or to send officers to relieve Provider's officers at local inpatient facility.

Transportation of inmates to any Court or any other location, as ordered by the Superior Court in and for Client's county or done at the request of the Client shall be Client's responsibility.

Client shall specify a single point of contact for Client for all inquiries. Provider shall specify a single point of contact for RTC program service coordination and an additional single point of contact for billing and finance inquiries.

3. **Financing.** For each inmate admitted to the RTC Program Client will pay Provider \$350.00 for the initial day and \$250.00 per day thereafter for inmate housing, routine onsite healthcare services and costs of restoration services. Client shall be billed separately for exceptional onsite healthcare services including Non-Formulary Medications as defined in Provider's healthcare vendor contract. The billing day as defined herein applies to each Client inmate who is an inmate in, or under control of the Provider's AJF. Neither the acceptance of the inmate into the program nor the acceptance of per diem payments is a guarantee of restoration to competency for any specific inmate. The RTC per diem rate shall remain in effect until June 30, 2011, at which time the Parties shall have agreed to a new RTC per diem rate pursuant to this IGA. Client must pay community providers directly for all health services provided outside the Provider's AJF.

Client shall reimburse Provider at the hourly rate of \$30.00 per corrections officer hour and \$.55 per mile for van transport for transporting a Client inmate outside the Provider's AJF. A minimum of 2 corrections officers will accompany the Client inmate per Provider policy. In the event a Provider County corrections officer or Sheriff's Deputy must post an officer at an offsite health service location Client shall reimburse Provider at the hourly rate of \$30.00 per corrections officer hour.

In the event that Provider's RTC staff is required by the Superior Court in and for Client's County to make a physical court appearance, Client shall reimburse Provider at the daily rate of \$900.00 for per diem, time and travel costs for the Provider's RTC Staff. Should Provider RTC staff be required to remain in Client's county overnight,

Client will reimburse actual lodging expenses plus an additional \$750.00 per day.

In the event Provider RTC staff is required by the Superior Court in and for Client's county to appear in court via video, Client shall reimburse Provider at the hourly rate of \$85.00. Client county is responsible for procuring the tele-video equipment that is compatible with that utilized by Provider's RTC program and for any costs required for operation of the tele-video equipment.

In the event legal counsel is required on behalf of the Provider RTC program or staff related to provision of service to Client inmates, Client shall reimburse Provider 100% of billed charges for the Provider's RTC contracted legal service.

Criteria and Rules Governing Billing:

For purposes of this IGA a "billable day" is that period commencing at 0000 hours and ending at 2359 hours that same day, or any fractional part thereof, of any day the Client inmate is in the custody or control of Provider's AJF.

Criteria for Assessment of Billing:

The costs of housing a Client inmate shall commence on the day the inmate was booked into the Provider's AJF. Provider shall cease charging the RTC per diem under the guidelines established earlier in this IGA under the definition of "billable day."

In the event a Client inmate escapes, billing charges will cease to accrue after 2359 hours of the day of escape. Billing charges will begin again on the day that the inmate is recaptured and is actually being held in the Provider's AJF.

At the end of each month after a Client inmate is admitted into the RTC Program, Provider will submit to Client a statement of charges. This statement shall provide the following information: name of inmate, booking date and hour, release date and hour, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill. Client shall be allowed access to necessary computer systems in a timely manner as necessary to verify the billing.

Client shall notify Provider in writing of any contested charges within 30 days following receipt of a monthly billing. If Client notifies Provider of a dispute within 30 days of receipt of the monthly billing, Client may withhold payment on each inmate for whom billing is disputed until the dispute has been resolved. It is understood and agreed that the billed charges are deemed accepted and will be paid if no dispute notice is received by Provider within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing. Excluding contested charges all charges shall be paid within sixty days of receipt of a monthly billing. Contested charges shall be paid within 30 days of resolution of the dispute. A mutually

acceptable third party may arbitrate charges remaining unresolved after the 60-day period.

Client shall pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Upon paying a previously disputed charge, Client will attach a statement detailing the specific charges that are being paid. Client will attach statement to each check submitted to County indicating the dates for which the check is to be applied.

4. **Term.** The initial term of this IGA shall be effective as of July 1, 2015 and shall continue in effect until June 30 2018. Thereafter it may be renewed annually beginning on July 1 for up to three renewal terms by mutual agreement of the Parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to its owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **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, employees, or volunteers. Client acknowledges that health care services at the Provider's AJF are provided by independent contractors.
7. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

8. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Provider County.
9. **Non-Discrimination.** The parties shall not discriminate against any Provider or Client employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.
10. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
11. **Severability.** If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
12. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
13. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Provider's or Client's Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties shall have no further obligation to each other except for payment for services rendered prior to cancellation.
14. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
15. **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in

place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.

- 16. No Joint Obligations.** Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 17. No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- 18. Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

Provider:

Yavapai County RTC
2830 N. Commonwealth Dr., Ste 105
Camp Verde, AZ 86322

Client:

Gila County
Gila County Finance
Guerrero Building
1400 E. Ash Street
Globe, AZ 85501

With copies to:

County Administrator/Clerk of the Board
1015 Fair Street

Prescott, AZ 86305

- 19. Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by both Parties.

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APPROVALS

PROVIDER:

Date August 5, 20 15



Chairman Craig L. Brown
Board of Supervisors

ATTEST:



Clerk of the Board

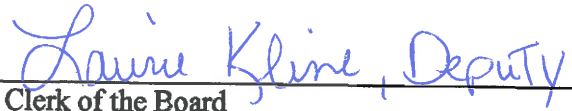
CLIENT:

Date July 28, 20 15



Chairman
Board of Supervisors

ATTEST:



Clerk of the Board

Determinations of Counsel

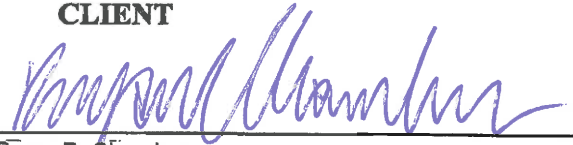
The foregoing Intergovernmental Agreement between Provider and Client has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental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

PROVIDER:



Deputy County Attorney

CLIENT



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

**Intergovernmental Agreement
between
Yavapai County and Gila County
for
Restoration to Competency Services**

This Intergovernmental Agreement (IGA) is entered into by and between Yavapai County, ("Provider") and Gila County ("Client"), bodies politic and corporate of the State of Arizona, pursuant to A.R.S. § 11-952.

Recitals

- A. The Parties may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. The Parties desire to enter into an agreement for the provision of restoration to competency services for Client pre-trial inmates.
- C. The Parties acknowledge that the Client's inmates will remain under the jurisdiction of Client during the period for which services are being provided by Provider pursuant to this Agreement and that Client will assign a defense attorney and prosecutor to the Client's case during the entirety of the service period.

NOW, THEREFORE, The Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

Agreement

- 1. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for admission of Client's pre-trial inmates into Provider's Restoration to Competency Program ("RTC Program") and provision of restoration services to Client inmates in the Provider's Adult Jail Facilities (AJF) .
- 2. **Scope.** Provider will receive and detain Client's pre-trial inmates after the inmate has been determined by the Superior Court in and for the Client's county through the Rule 11 process as not competent to stand trial and who are medically and administratively fit to be incarcerated by Provider, for the purpose of admitting the inmates into and providing the restoration services of the Provider's RTC Program.

Client shall e-mail SheriffDetentionRTC@Co.Yavapai.AZ.US to inform the RTC team of Client's need for placement in Provider's program. A member of the RTC team will promptly reply to sender with a letter indicating what information is needed in order to determine acceptance into the program. If the program has no available bed space upon receipt of the initial e-mail from Client, the Client will be advised immediately and will be given an estimated date of bed space availability. The information requested will constitute the "Request Package."

Provider will determine whether to accept the inmate within 3 business days after receiving the complete Request Package. Provider reserves the right to refuse to accept

a Client's inmate or return an accepted inmate for any reason. If the inmate is accepted, Client shall deliver the inmate to the Provider's AJF Facility at a time specified by Provider. Provider will house the Client's inmate based upon classification criteria established by the Provider's AJF and will provide for the onsite care, supervision, feeding and medical care, behavioral health and dental care of Client's inmates except as otherwise provided in this IGA. A court order from Client County is required for admission to the Provider's RTC Program (A.R.S. § 13-4510). The Court order committing an inmate into the Provider's RTC program must include authorization to administer medications involuntarily. The Provider's RTC program will begin the intake process after receiving the inmate and all necessary paperwork.

The Provider's RTC staff shall provide Client's Court with status reports on the inmate's progress every sixty (60) days from date the inmate was admitted into the Provider's RTC program. Date of admission shall be the date that all of the following actions are complete: acceptance by the Provider's RTC program, receipt by the Provider's RTC staff of the completed court order and other Rule 11 paperwork, and physical transfer of the inmate to the Provider's AJF.

It is the intention of the Parties that the inmate will remain at the Provider's AJF until a recommendation regarding competency is completed unless one of the following occurs:

1. If, at any time during the process of restoration it is determined that the inmate requires an intensive inpatient restoration setting in which case the Provider's RTC staff shall so notify the Client to allow the Client to seek issuance of an order by the Superior Court in and for the Client's county for transfer of the inmate to Arizona State Hospital (ASH) if applicable.
2. The Client directs that the Client's inmate be transferred to its custody pursuant to limitations imposed law with respect to competency or charges.
3. The Provider otherwise determines that the inmate is no longer appropriate for housing at the Provider's AJF. Client and Provider agree to exchange such documentation as is required by RTC staff or County Court in as expedient a fashion as reasonably possible.

Any non-English speaking inmates will be provided interpretation services. Costs for this service, as required, are included in the daily rate.

The Client shall, whenever indicated, initiate court-ordered treatment proceedings under A.R.S. Title 36, Chapter 5 prior to transfer of an inmate. If court-ordered treatment proceedings become necessary or desirable at any time during the inmate's stay at the Provider's RTC program, or otherwise upon the request of Provider's RTC program, the Client will initiate such proceedings in the Client's county and shall be responsible for the costs of evaluation and court proceedings associated with such proceedings, as well as provision of mental health treatment services occurring as a result of court-ordered treatment. Client shall ensure that Provider's RTC physicians are listed in any treatment plan and that a copy of the treatment plan is delivered to Provider's RTC Program Director.

Client shall be separately responsible for paying any offsite health services for Client inmates housed at the Provider's AJF. Offsite health services include hospital inpatient or outpatient treatment or surgeries, specialty physician consults, or diagnostic services that Provider's AJF does not provide onsite for its inmates. Client shall also be responsible for paying any expenses related to exceptional medical care including, but not limited to, "non-formulary medications" as defined by the Provider's health care vendor contract.

Upon notification that a Client's inmate is to receive or has received offsite health services, Provider shall so notify offsite health providers and Client and confirm that such services are the financial responsibility of Client. If Client inmate must be transported offsite to receive health services in an inpatient setting, Provider shall provide transport and security for the inmate for a maximum of one shift to allow Client to make arrangements to either transport the inmate back to a provider in Client's county or to send officers to relieve Provider's officers at local inpatient facility.

Transportation of inmates to any Court or any other location, as ordered by the Superior Court in and for Client's county or done at the request of the Client shall be Client's responsibility.

Client shall specify a single point of contact for Client for all inquiries. Provider shall specify a single point of contact for RTC program service coordination and an additional single point of contact for billing and finance inquiries.

3. **Financing.** For each inmate admitted to the RTC Program Client will pay Provider \$350.00 for the initial day and \$250.00 per day thereafter for inmate housing, routine onsite healthcare services and costs of restoration services. Client shall be billed separately for exceptional onsite healthcare services including Non-Formulary Medications as defined in Provider's healthcare vendor contract. The billing day as defined herein applies to each Client inmate who is an inmate in, or under control of the Provider's AJF. Neither the acceptance of the inmate into the program nor the acceptance of per diem payments is a guarantee of restoration to competency for any specific inmate. The RTC per diem rate shall remain in effect until June 30, 2015, at which time the Parties shall have agreed to a new RTC per diem rate pursuant to this IGA. Client must pay community providers directly for all health services provided outside the Provider's AJF.

Client shall reimburse Provider at the hourly rate of \$30.00 per corrections officer hour and \$.55 per mile for van transport for transporting a Client inmate outside the Provider's AJF. A minimum of 2 corrections officers will accompany the Client inmate per Provider policy. In the event a Provider County corrections officer or Sheriff's Deputy must post an officer at an offsite health service location Client shall reimburse Provider at the hourly rate of \$30.00 per corrections officer hour.

In the event that Provider's RTC staff is required by the Superior Court in and for Client's County to make a physical court appearance, Client shall reimburse Provider at the daily rate of \$900.00 for per diem, time and travel costs for the Provider's RTC Staff. Should Provider RTC staff be required to remain in Client's county overnight,

Client will reimburse actual lodging expenses plus an additional \$750.00 per day.

In the event Provider RTC staff is required by the Superior Court in and for Client's county to appear in court via video, Client shall reimburse Provider at the hourly rate of \$85.00. Client county is responsible for procuring the tele-video equipment that is compatible with that utilized by Provider's RTC program and for any costs required for operation of the tele-video equipment.

In the event legal counsel is required on behalf of the Provider RTC program or staff related to provision of service to Client inmates, Client shall reimburse Provider 100% of billed charges for the Provider's RTC contracted legal service.

Criteria and Rules Governing Billing:

For purposes of this IGA a "billable day" is that period commencing at 0000 hours and ending at 2359 hours that same day, or any fractional part thereof, of any day the Client inmate is in the custody or control of Provider's AJF.

Criteria for Assessment of Billing:

The costs of housing a Client inmate shall commence on the day the inmate was booked into the Provider's AJF. Provider shall cease charging the RTC per diem under the guidelines established earlier in this IGA under the definition of "billable day."

In the event a Client inmate escapes, billing charges will cease to accrue after 2359 hours of the day of escape. Billing charges will begin again on the day that the inmate is recaptured and is actually being held in the Provider's AJF.

At the end of each month after a Client inmate is admitted into the RTC Program, Provider will submit to Client a statement of charges. This statement shall provide the following information: name of inmate, booking date and hour, release date and hour, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill. Client shall be allowed access to necessary computer systems in a timely manner as necessary to verify the billing.

Client shall notify Provider in writing of any contested charges within 30 days following receipt of a monthly billing. If Client notifies Provider of a dispute within 30 days of receipt of the monthly billing, Client may withhold payment on each inmate for whom billing is disputed until the dispute has been resolved. It is understood and agreed that the billed charges are deemed accepted and will be paid if no dispute notice is received by Provider within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing. Excluding contested charges all charges shall be paid within sixty days of receipt of a monthly billing. Contested charges shall be paid within 30 days of resolution of the dispute. A mutually

acceptable third party may arbitrate charges remaining unresolved after the 60-day period.

Client shall pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Upon paying a previously disputed charge, Client will attach a statement detailing the specific charges that are being paid. Client will attach statement to each check submitted to County indicating the dates for which the check is to be applied.

4. **Term.** The initial term of this IGA shall be effective as of July 1, 2014 and shall continue in effect until June 30 2015. Thereafter it may be renewed annually beginning on July 1 for up to three renewal terms by mutual agreement of the Parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to its owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **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, employees, or volunteers. Client acknowledges that health care services at the Provider's AJF are provided by independent contractors.
7. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d) If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

8. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Provider County.
9. **Non-Discrimination.** The parties shall not discriminate against any Provider or Client employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.
10. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
11. **Severability.** If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.
12. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
13. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Provider's or Client's Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties shall have no further obligation to each other except for payment for services rendered prior to cancellation.
14. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
15. **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in

place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.

16. **No Joint Obligations.** Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
17. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
18. **Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

Provider:

Yavapai County RTC
2830 N. Commonwealth Dr., Ste 105
Camp Verde, AZ 86322

Client:

Gila County
Attn. Don McDaniel, Jr.
1400 E. Ash Street
Globe, AZ 85501

With copies to:

County Administrator/Clerk of the Board
1015 Fair Street
Prescott, AZ 86305

Gila County Clerk of the Board
1400 E. Ash Street
Globe, AZ 85501

19. **Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by both Parties.

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APPROVALS

PROVIDER:

Date 6/2, 2014



Chairman
Board of Supervisors

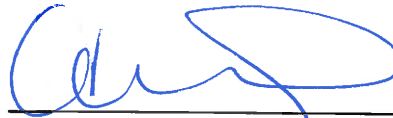
CLIENT:

Date June 24, 2014



Michael A. Pastor, Chairman Board of Supervisors

ATTEST:



Clerk of the Board

ATTEST:



Marian Sheppard, Clerk of the Board

Determinations of Counsel

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

PROVIDER:



Deputy County Attorney

CLIENT



Bryan B. Chambers, Deputy Attorney Principal

Extension of Intergovernmental Agreement

Restoration to Competency Services

WHEREAS, Yavapai County (the "PROVIDER") and Gila County (the "CLIENT"), have previously entered into an Intergovernmental Agreement (the "IGA"); whereby Yavapai County has agreed to provide Restoration to Competency Services to Gila County and

WHEREAS, the IGA provides that following the expiration of its initial term the IGA may be renewed for up to three additional renewal terms by mutual agreement of the parties; and

WHEREAS, the Parties wish to extend the IGA for an additional one-year term.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS

The Agreement between the Parties for Restoration to Competency Services is hereby extended for an additional one-year term commencing on July 1, 2013 and terminating on June 30, 2014 subject to the same terms and conditions as set forth in said Agreement.

YAVAPAI COUNTY:



Chairman, Board of Supervisors 5/20/13
Date

ATTEST:




Clerk of the Board

GILA COUNTY:



Chairman, Board of Supervisors 6-25-2013
Date

ATTEST:

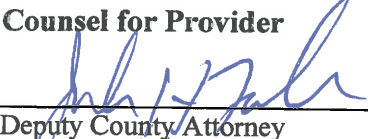


Clerk of the Board

Determinations of Counsel


The foregoing Intergovernmental Agreement provisions have been reviewed pursuant to A.R.S § 11-952 by the undersigned who have determined that they are in the proper form and are within the powers and authority granted under the laws of the State of Arizona to the Parties represented by the undersigned.

Counsel for Provider



Deputy County Attorney
5/29/13
Date

Counsel for Client



Deputy County Attorney
6-25-2013
Date

**INTERGOVERNMENTAL AGREEMENT EXTENSION
BETWEEN
GILA COUNTY
AND
YAVAPAI COUNTY**

RESTORATION TO COMPETENCY SERVICES

WHEREAS, on approximately October 4, 2010, Yavapai County "Provider", and Gila County "Client", entered into an Intergovernmental Agreement (IGA) whereby Yavapai County agreed to provide Restoration to Competency Services to Gila County; and

WHEREAS, under the terms of the IGA the agreement expires on June 30, 2011; and


WHEREAS, under the terms of the IGA the agreement may be renewed annually for up to three additional one year terms; and

WHEREAS, under the terms of the IGA, on approximately July 5, 2011, the agreement was extended to June 30, 2012; and

WHEREAS, both Yavapai County and Gila County agree to extend the IGA for Restoration to Competency Services for an additional one year term;


NOW, THEREFORE, The Parties, Pursuant to the above, hereby agree that the IGA between them for Restoration to Competency Services has hereby extended from July 1, 2012, for an additional year term, to expire on June 30, 2013, under the same terms and conditions as set forth in the original agreement between the parties.

YAVAPAI COUNTY:


Chairman, Board of Supervisors

Date: May 21, 2012

GILA COUNTY:


Chairman, Board of Supervisors

Date: June 26, 2012

ATTEST:


Clerk of the Board

ATTEST:


Clerk of the Board

Determination of Counsel

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

PROVIDER



Deputy County Attorney

CLIENT



Chief Deputy County Attorney

**Extension of Intergovernmental Agreement
between
Yavapai County and Gila County
for
Restoration to Competency Services**

WHEREAS on approximately October 4, 2010 Yavapai County ("Provider") and Gila County ("Client") have entered into an Intergovernmental Agreement (IGA) where Yavapai County will provide Restoration to Competency Services to Gila County, and

WHEREAS, under the terms of the IGA it will expire on June 30, 2011, and

WHEREAS under the terms of said IGA the parties may agree to extend the IGA for an additional term of 1 year, and

WHEREAS, both Yavapai County and Gila County agree to extend the IGA for Restoration to Competency services for an additional year,


NOW, THEREFORE, The Parties, pursuant to the above, hereby agree that the IGA between them for Restoration to Competency Services his hereby extended from July 1, 2011 for an additional year, to expire on June 30, 2012, under the same terms and conditions as set forth in the original IGA between the parties.

PROVIDER:

Date 7/5, 20 11



Chairman
Board of Supervisors

ATTEST:


Clerk of the Board

CLIENT:

Date 7/5/11, 20 11


Chairman
Board of Supervisors

ATTEST:


Clerk of the Board

Determinations of Counsel

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

PROVIDER:



Deputy County Attorney

CLIENT



Deputy County Attorney

When recorded deliver to:

Marian Sheppard, Chief Deputy Clerk
Gila County Board of Supervisors
(09/07/10 #3D)



CAPTION HEADING:

Intergovernmental Agreement
Between
Gila County
and
Yavapai County
(For Restoration to Competency Services)

DO NOT REMOVE

This is part of the official document

THIS IS A CONFORMED COPY OF INSTRUMENT
RECORDED ON DATE 10-7-10 TIME 10:13
IN BOOK 4769 PAGE 305
ANA WAYMAN-TRUJILLO, RECORDER

[Signature] DEPUTY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
YAVAPAI COUNTY AND GILA COUNTY
FOR
RESTORATION TO COMPETENCY SERVICES**

This Intergovernmental Agreement (IGA) is entered into by and between Yavapai County, ("Provider") and Gila County ("Client"), bodies politic and corporate of the State of Arizona, pursuant to A.R.S. § 11-952.

RECITALS:

- A. The Parties may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq.
- B. The Parties desire to enter into an agreement for the provision of restoration to competency services for Client pre-trial inmates.
- C. The Parties acknowledge that the Client's inmates will remain under the jurisdiction of Client during the period for which services are being provided by Provider pursuant to this Agreement and that Client will assign a defense attorney and prosecutor to the Client's case during the entirety of the service period.

NOW, THEREFORE, The Parties, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT:

- A. **Purpose.** The purpose of this IGA is to set forth the terms and conditions for admission of Client's pre-trial inmates into Provider's Restoration to Competency Program ("RTC Program") and provision of restoration services to Client inmates in the Provider's Adult Jail Facilities (AJF).
- B. **Scope.** Provider will receive and detain Client's pre-trial inmates after the inmate has been determined by the Superior Court in and for the Client's county through the Rule 11 process as not competent to stand trial and who are medically and administratively fit to be incarcerated by Provider, for the purpose of admitting the inmates into and providing the restoration services of the Provider's RTC Program.

Client shall e-mail SheriffDetentionRTC@Co.Yavapai.AZ.US to inform the RTC team of Client's need for placement in Provider's program. A member of the RTC team will promptly reply to sender with a letter indicating what information is needed in order to determine acceptance into the program. If the program has no available bed space upon receipt of the initial e-mail from Client, the Client will be advised immediately and will



[Yavapai/Gila - RTC]

be given an estimated date of bed space availability. The information requested will constitute the "Request Package."

Provider will determine whether to accept the inmate within 3 business days after receiving the complete Request Package. Provider reserves the right to refuse to accept a Client's inmate or return an accepted inmate for any reason. If the inmate is accepted, Client shall deliver the inmate to the Provider's AJF Facility at a time specified by Provider. Provider will house the Client's inmate based upon classification criteria established by the Provider's AJF and will provide for the onsite care, supervision, feeding and medical care, behavioral health and dental care of Client's inmates except as otherwise provided in this IGA. A court order from Client County is required for admission to the Provider's RTC Program (A.R.S. § 13-4510). The Court order committing an inmate into the Provider's RTC program must include authorization to administer medications involuntarily. The Provider's RTC program will begin the intake process after receiving the inmate and all necessary paperwork.

The Provider's RTC staff shall provide Client's Court with status reports on the inmate's progress every sixty (60) days from date the inmate was admitted into the Provider's RTC program. Date of admission shall be the date that all of the following actions are complete: acceptance by the Provider's RTC program, receipt by the Provider's RTC staff of the completed court order and other Rule 11 paperwork, and physical transfer of the inmate to the Provider's AJF.

It is the intention of the Parties that the inmate will remain at the Provider's AJF until a recommendation regarding competency is completed unless one of the following occurs:

1. If, at any time during the process of restoration it is determined that the inmate requires an intensive inpatient restoration setting in which case the Provider's RTC staff shall so notify the Client to allow the Client to seek issuance of an order by the Superior Court in and for the Client's county for transfer of the inmate to Arizona State Hospital (ASH) if applicable.
2. The Client directs that the Client's inmate be transferred to its custody pursuant to limitations imposed law with respect to competency or charges.
3. The Provider otherwise determines that the inmate is no longer appropriate for housing at the Provider's AJF. Client and Provider agree to exchange such documentation as is required by RTC staff or County Court in as expedient a fashion as reasonably possible.

Any non-English speaking inmates will be provided interpretation services. Costs for this service, as required, are included in the daily rate.

The Client shall, whenever indicated, initiate court-ordered treatment proceedings under A.R.S. Title 36, Chapter 5 prior to transfer of an inmate. If court-ordered treatment

[Yavapai/Gila – RTC]

proceedings become necessary or desirable at any time during the inmate's stay at the Provider's RTC program, or otherwise upon the request of Provider's RTC program, the Client will initiate such proceedings in the Client's county and shall be responsible for the costs of evaluation and court proceedings associated with such proceedings, as well as provision of mental health treatment services occurring as a result of court-ordered treatment. Client shall ensure that Provider's RTC physicians are listed in any treatment plan and that a copy of the treatment plan is delivered to Provider's RTC Program Director.

Client shall be separately responsible for paying any offsite health services for Client inmates housed at the Provider's AJF. Offsite health services include hospital inpatient or outpatient treatment or surgeries, specialty physician consults, or diagnostic services that Provider's AJF does not provide onsite for its inmates. Client shall also be responsible for paying any expenses related to exceptional medical care including, but not limited to, "non-formulary medications" as defined by the Provider's health care vendor contract.

Upon notification that a Client's inmate is to receive or has received offsite health services, Provider shall so notify offsite health providers and Client and confirm that such services are the financial responsibility of Client. If Client inmate must be transported offsite to receive health services in an inpatient setting, Provider shall provide transport and security for the inmate for a maximum of one shift to allow Client to make arrangements to either transport the inmate back to a provider in Client's county or to send officers to relieve Provider's officers at local inpatient facility.

Transportation of inmates to any Court or any other location, as ordered by the Superior Court in and for Client's county or done at the request of the Client shall be Client's responsibility.

Client shall specify a single point of contact for Client for all inquiries. Provider shall specify a single point of contact for RTC program service coordination and an additional single point of contact for billing and finance inquiries.

- C. **Financing.** For each inmate admitted to the RTC Program Client will pay Provider \$350.00 for the initial day and \$250.00 per day thereafter for inmate housing, routine onsite healthcare services and costs of restoration services. Client shall be billed separately for exceptional onsite healthcare services including Non-Formulary Medications as defined in Provider's healthcare vendor contract. The billing day as defined herein applies to each Client inmate who is an inmate in, or under control of the Provider's AJF. Neither the acceptance of the inmate into the program nor the acceptance of per diem payments is a guarantee of restoration to competency for any specific inmate. The RTC per diem rate shall remain in effect until June 30, 2011, at which time the Parties shall have agreed to a new RTC per diem rate pursuant to this IGA. Client must pay community providers directly for all health services provided outside the Provider's AJF.

[Yavapai/Gila – RTC]

Client shall reimburse Provider at the hourly rate of \$30.00 per corrections officer hour and \$.55 per mile for van transport for transporting a Client inmate outside the Provider's AJF. A minimum of 2 corrections officers will accompany the Client inmate per Provider policy. In the event a Provider County corrections officer or Sheriff's Deputy must post an officer at an offsite health service location Client shall reimburse Provider at the hourly rate of \$30.00 per corrections officer hour.

In the event that Provider's RTC staff is required by the Superior Court in and for Client's County to make a physical court appearance, Client shall reimburse Provider at the daily rate of \$900.00 for per diem, time and travel costs for the Provider's RTC Staff. Should Provider RTC staff be required to remain in Client's county overnight, Client will reimburse actual lodging expenses plus an additional \$750.00 per day.

In the event Provider RTC staff is required by the Superior Court in and for Client's county to appear in court via video, Client shall reimburse Provider at the hourly rate of \$85.00. Client county is responsible for procuring the tele-video equipment that is compatible with that utilized by Provider's RTC program and for any costs required for operation of the tele-video equipment.

In the event legal counsel is required on behalf of the Provider RTC program or staff related to provision of service to Client inmates, Client shall reimburse Provider 100% of billed charges for the Provider's RTC contracted legal service.

Criteria and Rules Governing Billing:

For purposes of this IGA a "billable day" is that period commencing at 0000 hours and ending at 2359 hours that same day, or any fractional part thereof, of any day the Client inmate is in the custody or control of Provider's AJF.

Criteria for Assessment of Billing:

The costs of housing a Client inmate shall commence on the day the inmate was booked into the Provider's AJF. Provider shall cease charging the RTC per diem under the guidelines established earlier in this IGA under the definition of "billable day."

In the event a Client inmate escapes, billing charges will cease to accrue after 2359 hours of the day of escape. Billing charges will begin again on the day that the inmate is recaptured and is actually being held in the Provider's AJF.

At the end of each month after a Client inmate is admitted into the RTC Program, Provider will submit to Client a statement of charges. This statement shall provide the

[Yavapai/Gila - RTC]

following information: name of inmate, booking date and hour, release date and hour, indication of booking day billing or subsequent day billing, billing period, daily rates, total billing days, and the total bill. Client shall be allowed access to necessary computer systems in a timely manner as necessary to verify the billing.

Client shall notify Provider in writing of any contested charges within 30 days following receipt of a monthly billing. If Client notifies Provider of a dispute within 30 days of receipt of the monthly billing, Client may withhold payment on each inmate for whom billing is disputed until the dispute has been resolved. It is understood and agreed that the billed charges are deemed accepted and will be paid if no dispute notice is received by Provider within 30 days after the receipt on the monthly billing. Disputes about the billing statement shall be jointly reviewed by both parties and satisfactorily resolved within 45 days of the monthly billing. Excluding contested charges all charges shall be paid within sixty days of receipt of a monthly billing. Contested charges shall be paid within 30 days of resolution of the dispute. A mutually acceptable third party may arbitrate charges remaining unresolved after the 60-day period.

Client shall pay interest on outstanding charges beginning on the 10th day after resolution of the billing at a rate of 10% per annum until paid. Upon paying a previously disputed charge, Client will attach a statement detailing the specific charges that are being paid. Client will attach statement to each check submitted to County indicating the dates for which the check is to be applied.

- D. **Term.** The initial term of this IGA shall be effective as of June 1, 2010 and shall continue in effect until June 30 2011. Thereafter it may be renewed annually beginning on July 1 for up to three renewal terms by mutual agreement of the Parties.
- E. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to its owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
- F. **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, employees, or volunteers. Client acknowledges that health care services at the Provider's AJF are provided by independent contractors.
- G. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

[Yavapai/Gila - RTC]

1. Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
2. Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
3. Professional liability insurance in the amount of \$1,000,000.00 if this Contract involves Professional services
4. If required by law, workers' compensation coverage including employees' liability coverage.

Parties to this agreement shall provide thirty (30) days written notice to all parties to this IGA of cancellation, non-renewal or material change of coverage.

The above requirement may be alternatively met through self insurance pursuant to A.R.S. §§ 11-261 and 11-981 or participation in an insurance risk pool under A.R.S. § 11.952.01 at no less than the minimal coverage levels set forth in this article. Parties to this agreement shall provide thirty (30) days written notice to all other parties of cancellation, non-renewal or material change of coverage.

- H. **Compliance with Laws.** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder. Any action relating to this IGA shall be brought in an Arizona court in Provider County.
- I. **Non-Discrimination.** The parties shall not discriminate against any Provider or Client employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties pursuant to this IGA. The parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this IGA by reference, as if set forth in full herein.
- J. **ADA.** The parties shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- K. **Severability.** If any provision of this IGA or any application thereof to the parties or any person or circumstances, is held invalid, such invalidity shall not affect other provisions or applications of this IGA which can be given effect, without the invalid provision or application and to this end the provisions of this IGA are declared to be severable.

[Yavapai/Gila - RTC]

- L. **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.
- M. **Non-Appropriation.** Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Provider's or Client's Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this IGA. In the event of such cancellation, the parties shall have no further obligation to each other except for payment for services rendered prior to cancellation.
- N. **Legal Authority.** Neither party warrants to the other its legal authority to enter into this IGA. If a court, at the request of a third person, should declare that either party lacks authority to enter into this IGA, or any part of it, then the IGA, or parts of it affected by such order, shall be null and void, and no recovery may be had by either party against the other for lack of performance or otherwise.
- O. **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022 (E). For purposes of A.R.S. § 23-1022, irrespective of the operations protocol in place, each party is solely responsible for the payment of Worker's Compensation benefits for its employees.
- P. **No Joint Obligations.** Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- Q. **No Third Party Beneficiaries.** Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or affect the legal liability of either party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- R. **Notice.** Any notice required or permitted to be given under this IGA shall be in writing and shall be served by delivery or by certified mail upon the other party as follows (or at such other address as may be identified by a party in writing to the other party) :

Provider:

Yavapai County RTC
2830 N. Commonwealth Dr., Ste 105
Camp Verde, AZ 86322

With copies to:

County Administrator/
Clerk of the Board
1015 Fair Street
Prescott, AZ 86305

Client:

Gila County
1400 E. Ash Street
Globe, AZ 85501

County Administrator/
Clerk of the Board
1400 E. Ash Street
Globe, AZ 85501

[Yavapai/Gila - RTC]

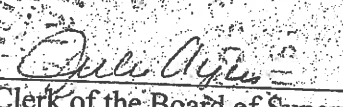
S. **Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered or extended except through a written amendment signed by both Parties.

APPROVALS:

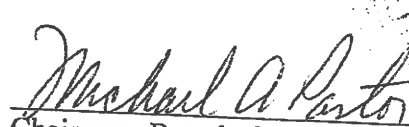
YAVAPAI COUNTY


Chairman, Board of Supervisors 10/4/10
Date

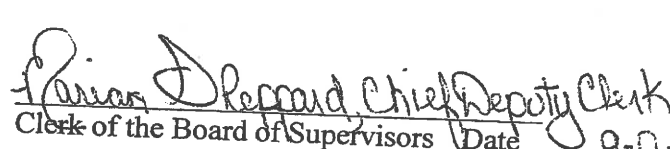
ATTEST:


Clerk of the Board of Supervisors 10/4/10
Date

GILA COUNTY


Chairman, Board of Supervisors 9/7/10
Date

ATTEST:


Brian Deppard, Chief Deputy Clerk
Clerk of the Board of Supervisors 9-7-10
Date

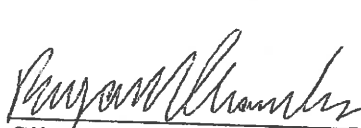
DETERMINATIONS OF COUNSEL:

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

YAVAPAI COUNTY


Yavapai County Attorney 9/22/10
Date

GILA COUNTY


Gila County Attorney 9-7-2010
Date

when recorded,
return to:
Marian Sheppard, BOS
(9/7/10 #3D)



RESOLUTION NO. 10-09-02

**RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS TO
DESIGNATE A COMPETENCY RESTORATION PROGRAM PURSUANT
TO A.R.S. §13-4512(A).**

WHEREAS, Gila County is fiscally responsible for in-custody services to restore criminal defendants to competency to stand trial; and,

WHEREAS, pursuant to A.R.S. §13-4512(A) the Gila County Board of Supervisors is authorized to designate a competency restoration treatment program for Gila County criminal defendants in need of restoration treatment; and,

WHEREAS, pursuant to A.R.S. §13-4512(C) the Gila County Board of Supervisors may enter into contracts with in-custody competency restoration treatment providers; and,

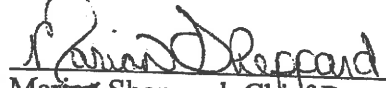
WHEREAS, Yavapai County, Arizona, has developed a competency restoration program ("Yavapai County RTC") that has been designated by the Yavapai County Board of Supervisors as the Yavapai County competency restoration program pursuant to A.R.S. §13-4512(A); and,

WHEREAS, the Gila County Board of Supervisors has, pursuant to A.R.S. §13-4512(C), considered and approved an inter-governmental agreement with Yavapai County, Arizona, wherein Yavapai County RTC will provide competency restoration treatment for Gila County criminal defendants.


NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors hereby designates Yavapai County RTC as Gila County's primary competency restoration program, effective June 1, 2010.

PASSED AND ADOPTED this 7th day of Sept., 2010, at Globe, Gila County, Arizona.


ATTEST:


Marian Sheppard, Chief Deputy Clerk

GILA COUNTY BOARD OF SUPERVISORS


Michael A. Pastor, Chairman

APPROVED AS TO FORM:


Bryan Chambers, Deputy County Attorney



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-5142

Consent Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 10/30/2018

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2018-2019

Budgeted?: Yes

Contract Dates 11-07-18 to 11-06-19 Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 1 to Contract No. 072117-Janitorial Services for Southern Gila County

Background Information

On September 5, 2017, the Board of Supervisors approved a request to advertise Request for Proposals (RFP) No. 072117- Janitorial Service for Southern Gila County. RFP No. 072117 was advertised in the September 13, 2017, and September 20, 2017, editions of the Arizona Silver Belt. Responses received to RFP No. 072117 were opened in a public setting on September 27, 2017; and, the Board awarded a contract to the lowest, most responsible and qualified bidder which was Jani-Serv, Inc. The contract annual amount was for \$106,773.

Evaluation

The Contractor was asked to provide nighttime janitorial services for the buildings per the scope of services outlined in RFP No. 072117. All of the buildings are in southern Gila County.

The contract includes 115,841 sq. ft.; however, at the County's sole discretion, the area to be cleaned may be increased or decreased by 10,000 sq. ft. in the event buildings are added or lost without going out to bid again. If the contract is renewed, the Contractor may request an increase in price by no more than 2.5% per sq. ft. for the next year. This process may be repeated each year the contract is renewed. Billable work includes carpet cleaning, and stripping and waxing of tile or vinyl flooring,

which Jani-Serv bid \$0.18 sq. ft. for carpet cleaning and \$0.32 sq. ft. for stripping and waxing.

The original contract term for Contract No. 072117 was from November 7, 2017, to November 6, 2018, with the option to renew for three additional one-year periods.

The contract amount with Jani-Serv, Inc. is \$104,273, not including any billable floor work. The total amount for this contract with the current square footage plus the estimated billable flooring costs should not exceed \$106,773.

Amendment No. 1 will serve to exercise the option to renew the contract for one additional year, from November 7, 2018, to November 6, 2019.

Conclusion

County staff is pleased with the service provided by Jani-Serv, Inc. and would like to extend the contract for another year.

Recommendation

The Finance Division Director and the Public Works Division Director recommend renewing the contract with Jani-Serv, Inc. for one additional year, whereby Jani-Serv, Inc. will continue to provide janitorial services for various County facilities in southern Gila County.

Suggested Motion

Approval of Amendment No. 1 to Contract No. 072117-*Janitorial Service for Southern Gila County* to extend the contract term with Jani-Serv, Inc. from November 7, 2018, to November 6, 2019, at a cost not to exceed \$106,773.

Attachments

Amendment No. 1 to Service Agreement No. 072117
Contract No. 072117 with Jani-Serv, Inc.



AMENDMENT NO. 1 to Service Agreement No. 072117

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

JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY

FACILITIES MANAGEMENT

Effective November 07, 2017 Gila County and Jani-Serv Inc. entered into a contract whereby Jani-Serv Inc. agreed to provide Janitorial Service for Southern Gila County.

Professional Services Contract No. 072117 will expire on November 06, 2018. **Per Page 17 - Term and Renewal**, Gila County shall have the sole option, to renew the contract for three (3) additional (1) year periods or portions thereof.

Amendment No. 1 to Professional Services Contract No. 072117, will allow for Gila County to exercise the option to renew the term of the Contract for one (1) additional one (1) year term, from November 07, 2018 to November 06, 2019, for a contract amount of not to exceed One Hundred Six Thousand Seven Hundred Seventy-Three dollars and 00/100's (\$106,773.00) 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 November 07, 2018 to November 06, 2019 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 the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

JANI-SERV, INC.

Tim R. Humphrey, Chairman, Board of Supervisors


Authorized Signature

ATTEST

ROBERT TWILLEY
Print Name

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

GILA COUNTY

NOTICE OF REQUEST FOR PROPOSALS NO. 072117

JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY

**BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS**



BOARD OF SUPERVISORS

**Tommie C. Martin, Chairman
Timothy Humphrey, Vice Chairman
Woody Cline, Member**

COUNTY MANAGER

James Menlove



**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 072117
JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY**

Notice is hereby given that the Gila County is requesting proposals from qualified Contractors to provide Janitorial Services for County facilities located in Southern Gila County.

SUBMITTAL DUE DATE: **October 18, 2017 3:00 PM**

RETURN PROPOSAL TO: **Gila County Procurement
Copper Building
1400 East Ash Street, Globe, AZ 85501**

MANDATORY PRE-BID MEETING: **October 04, 2017 10:00 AM**

**Gila County Courthouse, 1400 E. Ash St., Globe, AZ, 2nd Floor
Meeting will begin at Courthouse and continue to locations
provided in complete RFP packet.**

NOTICE IS HEREBY GIVEN, that sealed competitive Proposals for the material or services as specified will be received by the Gila County Procurement Department, until the time and date cited.

Interested Bidders may obtain a copy of this solicitation by calling Gila County Procurement at 928-402-4355 Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Copper Building Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the **Deputy Clerk of the Board's** office, Globe, AZ.

Arizona Silver Belt advertisement dates: September 13, 2017 and September 20, 2017

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

Signed: _____ Date: _____
Tommie C. Martin, Chairman, Board of Supervisors

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SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Contractor for janitorial services at several of its facilities in Southern Gila County. The Contractor shall furnish all necessary labor, supervision, equipment, transportation and all effort necessary to perform the required services for not more than 126,000 square feet. The current designated locations are listed below.

Building Address	Square Footage	Floors	Restrooms	Mop Closets	Storage Closets
Gila County Courthouse (0101) 1400 E. Ash St. Globe, AZ 85501	47,076	1 st 2 nd 3 rd	8 7 10	1 0 1	1 0 0
Copper Building (0201) 1350 E. Monroe Globe, AZ 85501	20,160	1	6	2	1
Health & Community Services (6005) 5515 S. Apache Ave. Globe, AZ 85501	27,581	1	6	3	1
WIC Building (0204) 5515 S. Apache Ave Globe, AZ 85501	1,792	1	1	1	0
Public Works Administration (0710) 745 N. Rose Mofford Way Globe, AZ 85501	11,000	1	2	1	0
Facilities/Sign Shop Building (0712) 725 N. Rose Mofford Way Globe, AZ 85501	2,256	1	2	1	0
Guerrero Building (0106) 1400 E Ash St. Globe, AZ 85501	5,976	1	2	1	0

SCHEDULE

The contract will require cleaning services five (5) nights a week (excluding those weeks with an official holiday), Monday through Friday, unless otherwise noted. Cleaning services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where County offices are closed. There are ten (10) County holidays, and services will not be provided on these days unless the County agency makes such request and pays for these additional services.

OFFICES CLEANED DURING BUSINESS HOURS

Close of business is 5:00 P.M. and some offices must be cleaned before close of business. In the Courthouse on the first floor, Justice of the Peace offices and courtrooms and the County Attorney offices need to be cleaned before 5:00 P.M. In the Copper Building, the Human Resource offices must be cleaned before 5:00 P.M. Locked doors that the Janitorial Services doesn't have keys to are not on the schedule.

ADOSH GUIDELINES

Contractor must be familiar with and operate within guidelines set forth by the Arizona Division of Occupational Safety and Health (ADOSH) guidelines, which affects custodial and housekeeping operations. Contractor must insure that all employees assigned to this contract are knowledgeable of the current ADOSH guidelines affecting custodial and housekeeping operations.

CONTRACTORS PERSONNEL

All individuals working for the awarded Contractor will be carefully screened and must pass a background check prior to working on Gila County property under this contract. Investigation will include criminal record, and driving record. All questionable findings of background checks will be discussed with special panel of Gila County Management and Law Enforcement. As a minimum, individuals with prior felony convictions within the past ten (10) years, those who are currently facing misdemeanor or felony charges, and those currently on any criminal probation will be prohibited from performing any services under this contract in the County Attorney's Office, Superior or Justice of the Peace Courts, Probation Offices, or Constable's Office. There will be no cost to the Contractor for the background investigations.

Contractor must provide trained qualified personnel, at least 18 years or older, to perform the duties required under this contract. A list of persons, and their phone numbers, performing the work shall be provided by the Contractor to the County should the need arise in case of an emergency.

Any person assigned to this contract found to be in possession of or under the influence of intoxicants or narcotics shall be removed from assignment to this Contract. Any person found guilty of the use of narcotics or intoxicants shall not perform services on County property.

- **Job Supervisor**

The Contractor shall provide a job supervisor for this contract who will be responsible to the County for the competent performance of all custodial work. The supervisor shall be trained and instructed in proper methods and systems of custodial maintenance.

The supervisor shall make sufficient daily routine inspections to insure work is performed as specified. In addition, Contractor supervisor shall direct the cleaning activities of the custodial staff. Contractor supervisor shall inspect the building prior to employees leaving and any deficiencies will be corrected.

The Contractor shall provide to the County the name and phone number of the supervisor and alternate(s) who shall act for the Contractor when the supervisor is absent. This information shall be designated in writing to the Gila County Facilities and Land Management Manager prior to contract start date.

EQUIPMENT & SUPPLIES

- **County Provided Equipment**

Gila County reserves the right to control all janitorial products and chemicals that will be used in each designated building. Copies of Material Safety Data Sheets on each chemical shall be kept on file.

The County Facilities Management is responsible for ordering Janitorial Supplies and will control inventory of the paper products, chemicals and cleaning products and shall be responsible for storage of these products and chemicals.

- Training: Chemical use training is a requirement of the Contractor and will be provided through Gila County by the Supplier.

- **Contractor Provided Equipment**

Contractor shall provide their own equipment to perform the scope of work under this contract. Contractor's equipment must be in good operating condition at all times and must meet Occupational Safety and Health Administration (OSHA) standards. The appearance, cleanliness, and suitability for the job of all equipment must be acceptable to the County Facilities Manager or designee at all times.

- Safety: For all operations requiring the placing and movement of the Contractor's equipment, Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and County personnel.

All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property in and around areas of cleaning operations.

DAMAGES

In the event that the Contractor or its employees cause damage to a structure, equipment or other items, the Contractor shall repair or replace the items damaged at actual replacement value and be responsible for all labor and materials expended by the County or another Contractor in connection with the repair or replacement. These specific damages do not limit the Contractor's liability for other unspecified potential damages.

SPECIFIC REQUIREMENTS

Building Areas and Janitorial Standards

- **Sweeping and Dust Mopping Standards:** Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are not acceptable for use.
 1. Sweeping and Dust Mopping (Uncarpeted Areas)
 - a. Vestibules, lobbies and entries
 - b. Corridors
 - c. Stairwells, stairs and landings (interior)
 - d. Elevators and elevator vestibules
 - e. Offices, Courtrooms and Conference rooms
- **Dusting and Vacuuming Standards:** Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility of damage. Tops of desks will also be excluded from dusting.
 1. Vacuuming (Carpeted Areas)
 - a. Lobbies and entries (interior)
 - b. Stairwells, stairs and landings (interior)
 - c. Corridors
 - d. Offices, Courtroom and Conference rooms
 2. Dusting and Vacuuming (Low Cleaning-Under 6')
 - a. All furniture and fixtures (i.e.) file cabinets, tables, etc.
 - b. Window sills, ledges, etc.
 - c. Vending Machines
 - d. Stairwells, stairs, landings and railings (interior)

3. Dusting and Vacuuming (High Cleaning-Over 6')
 - a. Door casings
 - b. Partitions, wood paneling, etc.
- **Trash Removal Standards:** All waste baskets shall be emptied and boxes, cans, paper, etc. marked trash which is placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. Trash shall not be allowed to blow around. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle. County personnel are responsible for Recycle Items, Bins and Boxes.
 1. Trash Removal
 - a. Empty all trash containers, replace liners as needed; DO NOT place leaking trash bags on carpet.
 - b. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters.
- **Washing Standards:** Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.
 1. General Washing
 - a. Clean and sanitize urinals inside and out
 - b. Clean and sanitize commodes inside and out.
 - c. Clean mirrors
 - d. Clean and sanitize miscellaneous restroom and toilet fixtures.
 - e. Clean and sanitize restroom and toilet floors.
 - f. Clean and sanitize restroom wash basin wall area and toilet wall area.
 - g. Clean and sanitize shower rooms.
 - h. Damp wipe all restroom and locker room ledges and sills.
 - i. Spot clean walls, doors and trim.
 - j. Clean and sanitize water fountains.
 - k. Windows inside and outside of building
 - l. Wash baseboards, doors, and door handles
 - m. Clean light switches
 2. Washing Glass
 - a. Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers.
 - b. Use only soft cloths on Plexiglas.
 - c. The washing shall not contaminate adjacent non-glass areas.
 - d. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking through the glass towards natural light source.
 - e. Sill and frames shall be damp wiped.
 3. Washing Except Glass
 - a. All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration.
 - b. Surface shall be left clean without streaks.
 - c. Scrub brush or scour pad shall be used where necessary to loosen the dirt.
 4. Washing in Restroom, Public and Patient Areas
 - a. Restroom floors, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent.
 - b. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

- **Damp Wiping Standards:** Surfaces shall be left clean and free from film or streaks upon completion of damp wiping. County personnel are responsible for cleaning White Boards in offices and conference rooms.
- **Disinfecting Standards:** Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.
- **Wet Mopping Standards:** After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stairs, landings & elevator hard floors.

There shall be no mop strings left on the floor. Surface should be dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are not acceptable for use.

1. Wet Mopping

- a. All tile, wooden or hard surface floors.

- **Polishing Standards:** This shall be accomplished with metal polish and all surfaces shall be rubbed to a soft gloss with clean cloth or textile disposable wipers.

1. Brass and Stainless Steel

- a. Clean and polish all brass and stainless steel (i.e. railings, elevators, doorknobs, plumbing fixtures, kick plates, etc.)
- b. Chromium-plated, stainless steel and brass shall be polished with a dry cloth or textile disposable wipers.

- **Spray Buffing Standards (Hard Surfaced Floors):** Spray buff all lobbies, corridors, and conference rooms, Spray buff product to be of the same manufacturer as floor finish.
- **Spot Cleaning Carpets Standards:** A carpet adequately spot cleaned is free of all stains, deposits, or spills (Exceptions: any stain, contractor has made every attempt to remove by industry standards, and such stain has become permanent to the surface). Care will be taken to use a product or cleaner that will not harm or discolor the carpet fibers or backing.

DAILY CLEANING SCHEDULE

- Daily

- 1. Empty all wastebaskets; transport to specified area for removal. Replace liners as needed.
- 2. Clean all entryways and walkways six feet outside of entry.
- 3. Sweep or dust mop all entrances, entryways, and lobbies.
- 4. Spot clean all glass and interior partitions.
- 5. Clean all restrooms.
 - a. Clean and disinfect all drinking fountains.
 - b. Clean and disinfect all sinks, toilets, and urinals.
 - c. Remove all finger marks from walls, stalls, doors, and light switches.
 - d. Damp wipe all ledges and sills.
 - e. Clean all mirrors and ledges of mirrors.

- f. Sweep and mop all uncarpeted floors (Including Health Department Exam Rooms)
 - g. Replenish all restroom with paper towels, tissue, and soap.
 - h. Empty and remove trash.
6. Clean elevators, door tracks, and lobbies.
 7. Remove trash from all buildings to the Shop garbage bin.
 8. Clean all kitchens by sweeping, mopping floors and removing trash only.
 9. Sweep and dust stairwells, stairs, and landings (interior). Wet mop, as needed.
 10. Vacuum all courtrooms and offices with vacuum cleaner.
- Two Times Weekly – (Minimum):
 1. Vacuum all carpeted floors (including under desks) with a vacuum cleaner.
 2. Clean stairwells, steps and tread in the Courthouse using appropriate cleaning machine. Wipe down hand rails.
 3. Dust furniture in lobby areas (top, side, and lower area), fixtures, ledges, and window sills using a treated dust cloth or feather duster.
 4. Remove all finger marks from furniture, fixtures, ledges and sills.
 5. Damp mop all quarry and tile floors.

GENERAL REQUIREMENTS

- Temporary Work Changes

Locations and janitorial service at the locations may change from time to time pending on the needs of the County. It is possible during the period of this Contract that new locations may be added and some locations removed from the schedule. These location changes shall be processed as an amendment to the contract requiring Board approval and shall result in no penalties to the County.

The County shall have the right to require Contractor's personnel to perform other cleaning duties on the premises as the County shall deem desirable or necessary and Contractor shall promptly comply with such requirements, provided however, that only such of Contractor's personnel who are performing cleaning services of a routine cleaning nature shall be utilized and provided further that the Contractor shall not be required to perform the effected routine cleaning services during such times. No change in payment rate for routine work will be made due to temporary work changes.

- Contract Performance

If at any time during the term of the contract the performance becomes unsatisfactory to the County, the Contractor will be directed to provide adequate personnel or otherwise correct the unsatisfactory performance. Any cost to the County directly related to correction of unsatisfactory performance will be deducted from Contractor's billing. Contractor shall do all the work provided in the specifications and shall do additional extra and incidental tasks as may be considered necessary from time to time to complete the work in a satisfactory manner.

- Storage Space

Contractor shall store its supplies and equipment in storage areas and custodial closets designated by the County. Contractor agrees to keep these areas neat and clean at all times in accordance with all applicable fire regulations. Basins, sinks and drains will be wiped clean daily and sanitized at least weekly.

BILLABLE WORK

- Carpet Cleaning Per County Request

Carpet cleaning shall be performed by shampooing or steam cleaning. Carpets must be vacuumed thoroughly prior to shampooing or steam cleaning.

- Stripping and Waxing of Floors per County Request

Strip all tile floors, removing all dirt and old wax cleaning out door and baseboards, applying 3 coats of non-slip floor finish.

INQUIRES

Requests for additional information relating to this RFP should be directed to the Purchasing Department at (928)402-4355, or emailed to bhurst@gilacountyaz.gov. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, October 13, 2017, will not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

INSTRUCTIONS TO OFFERORS

Important: Exhibit "A", Instructions to Bidders and Exhibit "B", Bidders Award Agreement, are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and taken precedence over the language appearing in Exhibits "A & B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

- A. Sealed Proposals will be received by the Gila County Purchasing Department, from individuals and Contractors to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed Proposals only from qualified, experienced Contractors able to provide services which are, in all respects, responsive to the specifications. All Proposals shall be on the forms provided in this Request for Sealed Proposal package. It is permissible to copy these forms if required but copies must have original signatures.
- B. Before submitting its Proposal and Qualification Form each Contractor shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself of the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Contractor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Contractors must complete the Proposal and Qualifications Forms provided in this Request for Proposal package in full, original signature in ink, by the person(s) authorized to sign the Proposal and to be submitted at the time of bid, and made a part of this contract. The County will use the Proposal and Qualifications Form in evaluating the capacity of Contractor to perform the Scope of Services as set forth in the Contract. Failure of any Contractor to complete and submit the Price Sheet and Signature/Offer Page at time and place of opening shall be grounds for automatic disqualification of the Contractor from further consideration.
- D. The names of all persons authorized to sign the Proposal must also be legibly printed below the signature. Evidence of the authority of the person signing shall be furnished.
- E. The full name of each person or company interested in the Request for Proposal shall be listed on the Proposal.
- F. No alterations in Proposals, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Contractor; if initialed, the County may require the Contractor to identify any alteration so initialed.

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 28.

Failure to indicate receipt of addenda in the above manner may result in a Proposal being rejected as non-responsive.

Offer & Acceptance Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

Discussions

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

Public Record

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

Proposal results ARE NOT provided in response to telephone or written inquiries. A tabulation of proposals received is on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

Submittal Proposal Format

It is required that One (1) Original and One (1) copy (2 TOTAL) with original signatures on all required RFP documents be submitted. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page 29, Contractor certifies:
 - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipt of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope as follows:

1. A minimum of Two (2) copies, both with original signatures shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. The Proposal Title "*Janitorial Service for Southern Gila County*", RFP No., "*072117*", Date "*October 18, 2017*", and time "*3:00 PM*" of Proposal opening shall be written on the outside of the sealed envelope.
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to the County of Gila.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest, responsive, most qualified, and responsible Contractor. To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Contractor who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Attorney and Gila County Board of Supervisors.
5. Those Contractors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

Only other Contractors who have submitted a bid proposal for this RFP have the right to protest. A protest of an award must be filed within ten (10) days after the award by the Board of Supervisors. A protest must be in writing and must include the following:

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.
- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

All protests shall be sent to the attention of the Gila County Board of Supervisors, 1400 East Ash Street, Globe, Arizona 85501.

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. 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.

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 29, *Bidders Offer Page*, and Exhibit "D" *Bidders Qualification and Certification Forms(s)* pages 21-22.

Overcharges by Antitrust Violations

The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the County any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Authority to Contract

This contract is based upon the Request for Proposal, Attached Exhibits and Forms, issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP and attached exhibits. All other conditions, specifications and other requirements set forth within the text of the RFP, attached exhibits and forms are incorporated by this reference into this contract. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract and incorporated RFP with attached exhibits and forms shall contain the entire agreement between Gila County and the Contractor relating to these requirements and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Contractor or any agency is a violation of the County Procurement Code. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

Independent Contractor

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.

Contract Amendments

The contract shall be modified only by a written contract amendment signed by the Gila County Board of Supervisors and persons duly authorized to enter into contracts on behalf of the Contractor.

Contract Default

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

1. If the Contractor fails to make delivery of the supplies or to perform the services within the times specified; or
 2. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.
- B. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services.

Right to Assurance

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the other party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

Costs and Payments

- **Payment:** Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices may be submitted bi-monthly for services performed under this contract.
- **Payment of Taxes:** The Contractor shall be responsible for paying all applicable taxes.
- **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- **IRS W9 Form:** In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor the Contractor will provide Lien Waivers prior to Contractor receiving payment.

Co-op Use of Contract – Intergovernmental Purchasing

Gila County has entered into an active purchasing agreement with other political subdivisions, cities, and towns of the State of Arizona in order to conserve resources, reduce procurement costs and improve timely acquisition and cost of supplies, equipment and services. The Contractor to whom this contract is awarded may be requested by other parties of said interactive purchasing agreements to extend to those parties the right to purchase supplies, equipment and services provided by the Contractor under this contract, pursuant to the terms and conditions stated herein. Any such usage by other entities must be in accord with the rules and regulations of the respective entity and the approval of the Contractor.

Cancellation of County Contracts

This contract is subject to the cancellation for conflict of interest of provisions of **A.R.S. §38-511**.

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part.

If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Contractor for acting or failing to act as in any of the following:

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Contractor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Indemnification Clause

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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 required 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.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide janitorial services for Southern Gila County facilities.

General Purpose

1. All product specifications are **minimum**.
2. Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
4. Contractor shall review its Proposal submission to assure the following requirements are met.
 - a. One (1) original and one (1) copy, total of two (2), all with original signatures shall be submitted
 - b. Qualification and Certification Forms
 - c. Price Sheet
 - d. References List
 - e. No Collusion Certification
 - f. Intentions Concerning Subcontracting
 - g. Legal Arizona Workers Act Compliance
 - h. Checklist & Addenda Acknowledgment
 - i. Offer Page
 - j. Background Investigation Authorization

Term and Renewal

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the Contract for three (3) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period.

Price Adjustment

The successful bidder will have a contract with the county to clean county buildings consisting of 115841 square feet. However, at the county's sole discretion, the area to be cleaned may be reduced by a maximum of 10,000 square feet at any time. If the area is reduced, the contract price will be reduced by the square footage multiplied by the applicable price per square foot and this will be effective for the month following the notice of decrease. And, at the county's sole discretion, the area to be cleaned may be increased any time by a maximum of 10,000 square feet. If the area is increased, the contract price will be increased by the square footage multiplied by the applicable price per square foot and this will be effective for the month following the notice of increase.

If the contract is renewed, then the contractor may request an increase in the contract price. The price may be increased by no more than 2.5% per square foot for the next contract year if the board of supervisors approves of the price increase. This process may be repeated each year the contract is renewed.

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. Policy shall be endorsed to **include master key coverage**.
- b. 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"**.
- c. Policy shall be endorsed to **include coverage for "care-custody-control"**.

2. 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 an 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"**.

3. 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.

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, 1400 E. Ash St., Globe, AZ 85501**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501**. 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.



October 10, 2017

Betty Hurst
Contract Administrator
All Globe County Management
1400 E Ash Street
Globe, AZ 85501

RE: RFP 072117

The management and staff at Jani-Serv (JSI) are grateful for your allowing us this opportunity to provide you with this proposal for services along with an overview of our company's services.

JaniServ has been providing Environmental Services to the states of Arizona, New Mexico, Nevada, Idaho, Ohio, Tennessee, Utah, Texas, California and others since our inception in 2002. Our owners and management have been in the Facilities Industry domestically and internationally for over 40 years providing services such as, Environmental Services, Plant Operations, CMMS, Landscaping, and others, to a wide variety of institutions throughout the United States.

Jani-Serv (JSI) currently provides services to the following markets:

- ◆ Hospitals
- ◆ Automobile Dealerships
- ◆ Education
- ◆ Stadiums
- ◆ Commercial
- ◆ Retail: Big Box and Specialty Centers
- ◆ High Technical and Laboratory
- ◆ Government: Local, State, and Federal
- ◆ Industrial
- ◆ Entertainment

The following Capabilities Presentation is designed to provide an overview of our company, its systems and processes.

We look forward to serving you.

Respectfully,


Robert A. Twilley

Robert A. Twilley
President
Jani-Serv, Inc

109 W University Dr, Suite 2, Mesa, AZ 85201
Phone: 480.921.3566
Fax: 480.921.3767
www.janiservinc.com



Company Profile

JSI is pleased to provide the following list of services to our clients. Our portfolio of services includes:

- ◆ Environmental Services
- ◆ Facilities Maintenance
- ◆ Tenant Improvement (TI)
- ◆ Computerized Maintenance Management Systems
- ◆ Landscaping-Lawn Maintenance
- ◆ Restoration Services

JSI specializes in creating integrated facilities management programs for our clients that includes the benefits of professionalism derived from the implementation of the following technological innovations and professional personnel expertise:

- ◆ Professional Industry Staff Training
 - IEHA
 - ASHES
 - JCAHO
 - IFMA
 - BSCAI
- ◆ Tiered management communication
 - Real-time Communication Devices
 - MTIC Personnel Tracking Devices
- ◆ Real-time response to:
 - Work Orders
 - Scope of Work requirements

Our knowledgeable management team is totally committed to meeting, and exceeding, our customers' expectations. Many are former business owners themselves and understand the impact of a struggling economy and the need to adapt and change tactics swiftly, thereby, maintaining better stewardship of our customer's assets!

At *JSI*, a high value is placed on innovation and social responsibility. We offer a full line of **Green Seal Certified products**, environmental planning, and implementation of Green friendly practices to a large portion of our client base on request.

JSI provides a single source for **Facilities Services**. Our integrated approach translates into cost savings, better service, and a higher level of *Service Provision* for our valued customers.

JSI is JCAHO compliant provider!

Services Overview

FACILITIES SERVICES

JSI will develop a custom package of any of the services mentioned in the following sections or special services that may be required to fit your unique needs.

◆ CUSTODIAL ◆

Environmental Services
Carpet and hardwood floor maintenance
Window/glass cleaning
Trash and porter service
Parking lot sweeping
Snow removal
Emergency/disaster cleanup

◆ CONSTRUCTION ◆

Complete space build-outs
Renovations/restorations
Construction cleanup
Parking lot striping
Barricade partitions
Demolition
Landscaping
Light design and installation

◆ PROGRAM MANAGEMENT ◆

- Fully integrated, single-point management program
- Used throughout the entire product life cycle
- Implementation of all facility management services
 - Planning/scheduling
 - Procurement
 - Project budgets
 - Contract compliance
- Improvement of cost-effectiveness, efficiency, and best-practices



Customer Service

Support

JSI employs a 24-hour customer service team. Our staff can always be reached by email and toll-free telephone number. In the case of an urgent request, there will always be a manager available to physically visit the site and handle emergency issues. Management personnel carry mobile devices at all times and are notified immediately of any requests..

Electronic Reporting

Through these computerized systems, Jani-Serv, Inc. provides our clients with the following reports:

- Cycle cleaning- given as per scope of work requirements.
- Audits- daily by lead, weekly by site manager, monthly by regional manager, and quarterly by the VP of Operations. Audits are PDA driven, collated and trended by our in-house customer service operations.
- Personnel- Manager+ documents and records all training participation and completion, employee files, and wage/salary histories.
- Customer satisfaction surveys- monthly by regional operations manager and quarterly by the VP of Operations.
- Health and Safety- provided upon any incident where employee health or safety issues arise, including but not limited to injury reports, hazardous conditions, and AOE/COE claims.
- Broken or Missing Equipment- always provided immediately over our online system, in the form of a work order.



Reporting

At *JSI* we provide everything needed for accurate, timely reporting with our online system. As outlined in the communication plan, we offer several types of reports for your convenience. Aside from your requested information and work orders, we provide the following reports in detail:

- Cycle cleaning- given as per scope of work requirements.
- Audits- daily by lead, weekly by site manager, monthly by regional manager, and quarterly by the VP of Operations. Audits are PDA driven, collated and trended by our in-house customer service operations.
- Training:
 - Frequency and compliance
 - IEHA & ASHES methodology based
 - JCAHO/HIPPA/MERSA compliant (Hospital Standards)
 - OSHA/BIOHAZARD
 - Cross-Training segmentation
 - Source Separation: Recyclables
 - Communications
- Employee training and tracking device:
 - Personnel files
 - Wage & salary management
 - Health & welfare tracking
- Customer satisfaction surveys- monthly by regional operations manager and quarterly by the VP of Operations.
- Health and Safety- provided upon any incident where employee health or safety issues arise, including but not limited to injury reports, hazardous conditions, and AOE/COE claims.
- Broken or Missing Equipment- always provided immediately over our online system, in the form of a work order.
- All other information can be processed at the client's request over our online management system or by hard copy.



Quality Assurance

Quality Management Team

The purpose of *JSI's* Quality Assurance Program is to establish a quality culture - a culture that focuses on customers, involves employees, measures performance and is continuously improving. To achieve this goal, *we employ a unifying methodology that places a variety of processes into a single framework*. This framework is taken to new customers and service partners as a starting point from which we customize project-specific programs. This framework enables us to roll up measurements to monitor improvements across segments, customers, and service partners.

Components within our Quality program include:

- Best Practices Program
- Customer Satisfaction Program
- Quality Improvement Teams (QITs)
- Quality Methodology

Quality Assurance

JSI holds to itself the highest standards of quality, basing its quality control program on the IEHA/ASHES Quality Management System developed specifically for environments. This program is concerned with international standards of quality regarding the following:

- The customer's quality requirements
- Applicable regulatory requirements
- Enhancing customer satisfaction
- Achieving continual improvement of performance

Maintaining Our Standards

We are proud of our commitment to monitoring the details. We've set very specific guidelines for each task performed by our employees. *JSI* develops task checklists for supervisory inspections and for continuous tracking of work performance. To measure the quality of our services, we employ redundant audits and web-based databases for customer access and real-time reviews.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" Bidder Qualifications and Certification

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Contractors under consideration for final award.

The information may or may not be a determining factor in award.

Contract Number 072117 Janitorial Service for Southern Gila County

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:
JaniServ Inc
109 West University Dr, Suite 2
Mesa, Arizona 85201
2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
 Yes X No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)? Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. **CONTRACTOR MUST ALSO PROVIDE AT LEAST THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
 - a. A brief history of the Company.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.
 - f. Sealed list of "equipment used" in performing the services must accompany proposal submitted by Contractor.
 - g. Gila County reserves the right to request additional information.

6. Contractor Experience Modifier (e-mod) Rating in Arizona: N/A
(If Applicable)

A method the National Council on Compensation Insurance (NCCI) uses to measure a business' computed loss ratio and determine a factor, which when multiplied by premium, can reward policyholders with lower losses. E-mod rate may be a determining factor in bid award.

7. Current Contractor Business License Number: N/A
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.



Signature of Authorized Representative

Robert A. Twilley

Printed Name

President

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 072117 Janitorial Service for Southern Gila County.

Contractor Name: JaniServ Inc

Phone No.: 480.921.3566

Location	Square Foot	Annual Cost Per Location
Gila County Courthouse FM_0101	47,076	\$38,804.00
Copper Building FM_0103	20,160	\$16,894.00
Health & Community Services FM_6005	27,581	\$20,444.00
WIC Building FM-0204	1,792	\$5,352.00
Public Works Administration Building FM_0710	11,000	\$9,834.00
Facilities/Sign Shop Building FM_0712	2,256	\$5,352.00
Guerrero Building FM_0106	5,976	\$7,593.00
TOTAL ANNUAL COST FOR JANITORIAL SERVICE		\$104,273.00

BILLABLE WORK: (page 8)	Cost Per Square Foot
Cost for Carpet Cleaning	\$0.18
Cost for Stripping & Waxing Floors	\$0.32

*Each location shall be billed separately with location identified on invoice when submitted to Gila County Accounts Payable Department for payment. County Terms "Net 30". Services may be billed bi-monthly

All applicable taxes shall be included in proposed amount.

REFERENCE LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company Name: SMS-Assist
 Contact: Devin Hickox
 Phone: 312.445.6090 Address: 875 N Michigan Ave, Chicago, Ill 60611
 Job Length of Time: 11 Months 7 Years
 Job Description: Retail, Childcare, College, Commercial, Specialty Flooring

2. Company Name: Gila County Payson
 Contact: David Huffington
 Phone: 978.970.1640 Address: 610 E Highway 260, Payson, AZ 85541
 Job Length of Time: 9 Months 2 Years
 Job Description: Maintain county building of similar construction, layout, and scope
Requirements.

3. Company Name: Arizona Department of Transportation - Payson
 Contact: Rusty Gump
 Phone: 602.712.7827 Address: 1739 West Jackson Street, Phoenix, AZ 85007
 Job Length of Time: 2 Months 2 Years
 Job Description: Maintain office and operation facilities for State of Arizona.

JaniServ Inc

Company Name

Signature of Authorized Representative

President

Title

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO COLLUSION
IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
)ss
COUNTY OF:)

ROBERT TWILLEY
(Name of Individual)

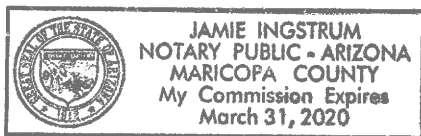
being first duly sworn, deposes and says:

That he is PRESIDENT
(Title)
of JANI-SERV, INC. and
(Name of Business)

That he is bidding on **Gila County BID NO. 072117 JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY, GLOBE, AZ, and,**

That neither he nor anyone associated with the said _____
JANI-SERV, INC.
(Name of Business)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the above mentioned project.



JaniServ Inc

Name of Business

By

President

Title

Subscribed and sworn to before me this 10 day of October, 2017.

Jamie Ingstrum
Notary Public

My Commission expires:

3/31/2020

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 072117, Janitorial Service for Southern Gila County, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractor will be identified and approved by the Facilities Manager prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.



It is my intention to subcontract a portion of the work.



It is not my intention to subcontract a portion of the work.

JaniServ Inc

Name of Firm

By: (Signature)

President

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

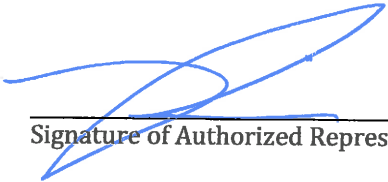
Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall 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 delivery of services.

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 ensure 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.



Signature of Authorized Representative

Robert A. Twilley

Printed Name

President

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:**REQUIRED DOCUMENT****COMPLETED / EXECUTED**

QUALIFICATION & CERTIFICATION FORM

✓

PRICE SHEET

✓

REFERENCE LIST

✓

NO COLLUSION IN BIDDING

✓

INTENTIONS IN SUBCONTRACTING

✓

LEGAL ARIZONA WORKERS ACT COMPLIANCE

✓

CHECKLIST & ADDENDA ACKNOWLEDGMENT

✓

OFFER PAGE

✓

BACKGROUND AUTHORIZATION

✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
INITIALS	<u>RAT</u>	<u>RAT</u>	<u>REVISION</u>	<u>RAT</u>	
DATE	<u>10/5/17</u>	<u>10/5/17</u>	<u>10/9/17</u>	<u>10-5-17</u>	

Signed and dated this _____ day of _____, 2017

JaniServ Inc

Contractor:

By:

Each proposal shall be sealed in an envelope addressed to the Gila County Purchasing Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 072117 Janitorial Service for Southern Gila County.* All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Copper Building, Globe, AZ on or before October 18, 2017, 3:00 pm.

OFFER AND ACCEPTANCE**TO GILA COUNTY:**

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms and conditions, instruction, specifications, and any amendments contained in this Request for Proposal document.

Signature also certifies the Contractors bid proposal is genuine, and is not in any way collusive or a sham; that the bid proposal is not made with the intent to restrict or prohibit competition; that the Contractor submitting the proposal has not revealed the contents of the proposal to, or in any way colluded with, any other Contractor which may compete for the contract; and that no other Contractor which may compete for the contract has revealed the contents of a proposal to, or in any way colluded with, the Contractor submitting this proposal.

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

Contractor Submitting Proposal:

JANI-SERV, INC
Company Name
109 W UNIVERSITY DR STE 2
Address
MESA AZ 85201
City State Zip
[Signature]
Signature of Person Authorized to Sign
ROBERT TWILLEY
Printed Name
PRESIDENT
Title

For Clarification of this Offer, Contact:

Name: ROBERT TWILLEY
Title: PRESIDENT
Phone No.: 602-628-0874
Fax: 480 921 3767
Email: ROBERT@JANISERVINC.COM

ACCEPTANCE OF OFFER
(For Gila County use only)

The Contractor is now bound to provide the materials or services listed in RFP No.: 072117 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. 072117.

GILA COUNTY BOARD OF SUPERVISORS

Awarded this 7th day of November, 2017

[Signature]
Tommie C. Martin, Chairman, Board of Supervisors

ATTEST

[Signature]
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

[Signature] 11-7-17
Jefferson R. Dalton,
Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



Waiver of Liability and Release Form BACKGROUND INVESTIGATION AUTHORIZATION

I Robert A. Twilley . Hereby give the Gila County Purchasing Department the right
(Print First, Middle Initial, & Last Name)
to make a thorough investigation of my background as part of the bidding proposal process for Bid
No.072117.

The term "back-ground investigation" as used in this document refers to any and all information and sources of information that may be deemed necessary to obtain or contact, to determine the offerors fitness as a bid award candidate.

I understand that I do not have to agree to this background investigation, but that refusal to do so may exclude me from consideration for bid award.

I understand that information collected during this investigation will be limited to that appropriate to determining my suitability for the project out for bids and that all such information collected during the investigation will be kept confidential.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the Purchasing Department, its agents or employees.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the Purchasing Department, its agents or employees for any statements, acts or omissions in the course of my background investigation.

I release from liability given by me to the political division, its officers, agents and employees, all others as mentioned above, shall apply to any rights of action arising from the denial of bid award based on information received from the background investigation.

Please read carefully before signing.

Signed: 

Date: 10.10.17

Date of Birth: 1-19-76

JaniServ Inc



JANISERV
INC.

Capital Equipment	
Brutes	11
Carts	4
Misc: mop handles, buckets, wringers (sets)	15
Vacuum	8
Mops, cloths, pads, chemicals (sets)	15
Buffer (120 rpm)	1
Burnisher (2500 rpm)	1
Wet-Dry Vacuum	2
Extractor	1

ARF-5150

Consent Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 10/30/2018

Submitted For: Jonathan Bearup, Court Administrator

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2018-2019

Budgeted?: Yes

Contract Dates 07-01-18 to 06-30-19 Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 2 to Professional Services Contract No. 090817 - Law Offices of Steven Jones.

Background Information

On October 10, 2017, the Board of Supervisors approved Professional Services Contract No. 090817 with the Law Offices of Stephen Jones, whereby Stephen Jones will provide legal services for indigent citizens as appointed by the Superior Court in Gila County for the period beginning November 1, 2017, to June 30, 2018. The original contract was executed for a not to exceed without written authorization amount of \$40,650.

On July 10, 2017 the Board of Supervisors approved Amendment No. 1 to Professional Services Contract No. 090817 with Law Offices of Stephen Jones extending the term of the contract for one additional year, from July 1, 2018, to June 30, 2019.

Evaluation

The Gila County Superior Court would like to increase the original contract amount by an additional \$7,500 due to the increase in the number of appointments to Attorney Jones this fiscal year.

Conclusion

Court Administration wishes to execute Amendment No. 2 to Professional Services Contract No. 090817 with Law Offices of Steven Jones to increase the original contract amount by an additional \$7,500 due to the increase in the number of appointments to Attorney Jones this fiscal year.

Recommendation

The Court Administrator for the Superior Court in Gila County recommends approving Amendment No. 2 to Professional Services Contract No. 090817 with the Law Offices of Stephen Jones to increase the original contract amount by an additional \$7,500 due to the increase in the number of appointments to Attorney Jones this fiscal year.

Suggested Motion

Approval of Amendment No. 2 to Professional Services Contract No. 090817 between the Superior Court in Gila County and the Law Offices of Stephen Jones to increase the contract amount by an additional \$7,500 for an amended contract amount of \$48,150 for the remainder of the contract term from July 1, 2018 to June 30, 2019.

Attachments

Amendment No. 2

Amendment No. 1 to professional Services Contract No. 090817
PSC-No.090817



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES CONTRACT NO. 090817

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

**PROFESSIONAL SERVICES CONTRACT 090817
LEGAL SERVICES**

LAW OFFICES OF STEPHEN JONES

Effective October 10, 2017, Gila County and Law Offices of Stephen Jones entered into a contract whereby Law Offices of Stephen Jones agreed to provide Legal Services to the Superior Court in Gila County.

Amendment No. 1 to Professional Services Contract No. 090817 was executed on July 10, 2018 to exercise the option to renew the contract for one (1) one (1) year term from July 1, 2018, to June 30, 2019 with a contract amount not to exceed Forty Thousand Six Hundred Fifty dollars and 00/100's (\$40,650.00) without prior written approval from the county.

The Gila County Superior Court would like to increase the amended contract by an additional Seven Thousand Five Hundred dollars and 00/100's (\$7,500.00) due to the increase in the number of appointments to Attorney Jones this fiscal year.

Amendment No. 2 to Professional Services Contract No. 090817 will serve to increase the amended contract of \$40,650.00 by Seven Thousand Five Hundred dollars and 00/100's (\$7,500.00) for a new total contract amount not to exceed Forty-Eight Thousand One Hundred Fifty dollars and 00/100's (\$48,150.00) 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 July 01, 2018 to June 30, 2019 renewal 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 _____, 2018.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 090817

APPROVED:

Tim R. Humphrey, Chairman of the Board




Law Offices of Stephen Jones, 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. 090817

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

**PROFESSIONAL SERVICES CONTRACT 090817
LEGAL SERVICES**

LAW OFFICES OF STEPHEN JONES

Effective October 10, 2017, Gila County and Law Offices of Stephen Jones entered into a contract whereby Law Offices of Stephen Jones agreed to provide Legal Services to the Superior Court in Gila County.

Professional Services Contract 090817 expires June 30, 2018. 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. 090817 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, 2018 to June 30, 2019.

All other terms and conditions of the original agreement shall remain in full force and affect during the July 01, 2018 to June 30, 2019 renewal 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 10th day of July, 2018.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 090817

APPROVED:




Tim R. Humphrey, Chairman of the Board

Law Offices of Stephen Jones, 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

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. 8753



James Menlove., County Manager
Phone (928) 425-3231 Ext. 8761

Teresa Williams, Interim Finance Director
Phone (928) 425-3231 Ext. 8516

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

GILA COUNTY

www.gilacountyaz.gov

PROFESSIONAL SERVICES CONTRACT NO. 090817 LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this 10th day of October, 2017, by and between the Superior Court in Gila County, hereinafter designated the **COURT, LAW OFFICES OF STEPHEN JONES** of the City of Gilbert County of Maricopa, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **November 01, 2017 TO JUNE 30, 2018**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

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

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

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

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

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

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **LAW OFFICES OF STEPHEN JONES** 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 **NOVEMBER 1, 2017 TO JUNE 30, 2018**.

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.

In the event of formal discipline of the Attorney by the State Bar of Arizona, The Court may suspend or terminate the contract.

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 ensure 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."

E. 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.

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

A. Indigent Dependency Representation: The attorney agrees to provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT** and **THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF AN EXISTING APPOINTMENT**. Total compensation for Indigent Dependency Representation shall not exceed **FORTY THOUSAND SIX HUNDRED FIFTY DOLLARS (\$40,650.00)** for the period of the contract without advance written authorization.

B. Special Appointment Compensation: The Attorney agrees to provide legal services for special appointments as follows: \$400.00 per appointment as Attorney or Investigator in a Probate (Guardianship/Conservatorship) case; \$500 per appointment as Attorney in a Probate (Guardianship/Conservatorship) case resulting in commitment of the ward/client to a Level I facility; and \$1,000 per appointment as Guardian and Litem or Best Interests Attorney.

B. Court Payment of Costs and Expenses:

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

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

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

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

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit a monthly invoice 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 **Dependency cases**, and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship, Delinquency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. 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.

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

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

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 need to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

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

D. Special Management/Settlement Conferences:

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

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

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

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

H. Motions to Continue:

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

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

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

I. Motions and Orders to Transport:

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

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

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

J. Rule 11 Evaluations:

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

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

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

K. Interpreters:

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

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

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

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

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. 050615


APPROVED:

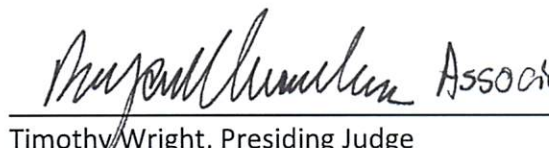

Tommie C. Martin, Chairman of the Board


Stephen Jones, Attorney


Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

 10-12-12
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

 Associate Presiding Judge for
Timothy Wright, Presiding Judge

ARF-5151

Consent Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 10/30/2018

Submitted For: Sarah White, Chief Administrative Officer

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2019

Budgeted?: Yes

Contract Dates 01-08-19 to 01-07-20 Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 1 to Professional Services Contract No. 022618-Hayes Enterprises Medical Director Services.

Background Information

On March 20, 2018, the Board of Supervisors approved Professional Services Agreement No. 022618 with Hayes Enterprises, so that Hayes Enterprises can provide medical services to detainees in the Gila County Sheriff's Office Jail Facility.

Evaluation

Contract No. 022618 expires on January 7, 2019. The contract allows for three additional one-year renewal periods at an annual cost of \$120,000; therefore, staff recommends that the contract be renewed for one additional year, from January 8, 2019 to January 7, 2020.

Conclusion

Staff feels it is in the best interest of the Gila County Sheriff's Office Jail Facility to renew the contract with Hayes Enterprises for another 12 months for a monthly rate of \$10,000 with a not to exceed amount of \$120,000 during the term of the contract.

Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors approve Amendment No. 1 to renew the contract with Hayes Enterprises for one additional year, whereby Hayes Enterprises will provide medical consulting and related services for the Gila County Sheriff's Office Jail Facility.

Suggested Motion

Approval of Amendment No. 1 to Professional Service Agreement No. 022618 with Hayes Enterprises to extend the term of the contract for one additional year (January 8, 2019, to January 7, 2020) in a not to exceed amount of \$120,000 for the continued provision of jail medical services for the Gila County Sheriff's Office.

Attachments

Amendment No. 1 to Professional Services Contract No. 022618
Professional Service Agreement No. 022618 with Hayes Enterprises



AMENDMENT NO. 1 to Professional Service Agreement No. 022618

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

MEDICAL DIRECTOR SERVICES

SHERIFF'S OFFICE

Effective March 20, 2018 Gila County and Hayes Enterprises entered into a contract whereby Hayes Enterprises agreed to provide Medical Director Services.

Professional Service Agreement No. 022618 will expire on January 07, 2019. **Per Article 11-Term**, Gila County shall have the sole option, to renew the contract for three (3) additional (1) year periods.

Amendment No. 1 to Professional Services Contract No. 022618, will allow for Gila County to exercise the option to renew the term of the Contract for one (1) additional one (1) year term, from January 08, 2019 to January 07, 2020, for a contract amount of not to exceed One Hundred Twenty Thousand dollars and 00/100's (\$120,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the January 08, 2019 to January 07, 2020 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 the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

HAYES ENTERPRISES

Tim R. Humphrey, Chairman, Board of Supervisors

Authorized Signature

ATTEST

Michael Hayes, P.O.
Print Name

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

PROFESSIONAL SERVICE AGREEMENT NO. 022618
HAYES ENTERPRISES
MEDICAL DIRECTOR SERVICES
FOR GILA COUNTY SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 20th day of March, 2018, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Hayes Enterprises, of the City of Glendale, 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 agrees to provide Medical Director Services for members of the community. The services shall be provided on an “as needed” basis as requested by the Gila County Sheriff's Office Adult and Juvenile Detention Centers in Globe, Arizona and the Adult Detention Center in Payson, Arizona. The services shall be provided on “as need” basis as requested by the County.

The Contractor agrees to obtain and keep current any and all State of Arizona licenses and certifications and agrees that he possess experience as a physician. If at any time during the term of the contract the Contractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

Gila County shall provide to the Contractor a specific area at each location within which to perform his services.

The Contractor's duties will include but not be limited to the following:

1. Provide medical services and oversee all medically related functions;
2. Direct medical aid;
3. Provide assessments;
4. Provide standing orders for the registered nurses use to handle situations that arise;
5. Grant referrals to local specialists for continuing medical services;
6. Oversee jail nursing staff and physician's assistant;
7. Be involved in monthly quality assurance review;
8. Conduct appropriate scheduled jail and juvenile sick call;
9. Provide appropriate diagnostic and treatment services for jail inmates and detained juveniles;
10. Prescribe pharmaceuticals (generic where possible) as necessary;
11. Consult with inmate and juvenile physician as indicated regarding medical history, diagnoses, treatment and medication;
12. Consult with psychiatrist or mental health professionals, as necessary regarding psychotropic medications and monitoring and confer concerning general mental health issues;
13. Refer inmates or juveniles to specialty care physicians, other health professionals or health care facilities in accordance with accepted protocol;
14. Perform medical screening and physical exams;
15. Assist juvenile detention officers and jail medical staff in triage of medical situations;
16. Review acute care, hospital length of stay as needed;
17. Review and provide final determination of medicine necessary, appropriateness and cost effectiveness of services;
18. Oversee the denial of medical services to inmates and juveniles;
19. Provide clerical, administrative and supervisory direction regarding quality of care resolutions and inmate grievances related to medical issues;
20. And, remain available for calls in emergency situations.

ARTICLE 2 – FEES: The FEE included for the Contractors services shall be as follows:

- Scope of Work \$114,425.00
- Required Insurance \$ 5,575.00

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.

ARTICLE 4 - INDEMNIFICATION CLAUSE: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 5 – INSURANCE REQUIREMENTS: The Contractor shall maintain in force during the term of this agreement, at the Contractor's expense, professional liability insurance, in the amount of no less than \$1,000,000.00 per occurrence and such other insurance as the County's Risk Manager may reasonably require. The Contractor shall provide the County with certificates of insurance evidencing all required policies and shall notify the County of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

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 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 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 8 - 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 required 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 9 - 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 10 - 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 by the County before the effective date of termination.

ARTICLE 11 - TERM: The term of the contract shall commence on January 08, 2018 and continue in full force and effect up through and including January 07, 2019, 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 12 - PAYMENT: The Scope of Services as outlined above will be performed for the amount of \$ 120,000.00. A payment in the amount of Ten Thousand dollars and 00/100's (\$10,000.00) is to be paid on the 30th day of the contract, and on the same date of each of the subsequent 11 months of the contract. No payments will be made for any additional services unless in advance of those additional services this contract is amended in writing by both parties.

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. 022618

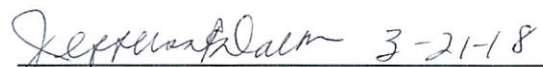
APPROVED:


Tommie C. Martin, Chairman of the Board


Hayes Enterprises
Michael Hayes


Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

 3-21-18
Jefferson R. Dalton, Deputy Gila County Attorney/Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney

ARF-5155

Consent Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 10/30/2018

Submitted For: Tommie Martin, Member, Board of Supervisors

Submitted By: Marian Sheppard, Clerk of the Board

Department: Board of Supervisors-District 1

Information

Request/Subject

Gila County Industrial Development Authority Board of Directors-Reappointments

Background Information

The Industrial Development Authority of the County of Gila, Arizona (IDA) is comprised of 9 members. Each Supervisor recommends to the Board of Supervisors the names of three members who they would like to represent their specific Supervisorial District on the IDA Board, and the Board of Supervisors then votes on the appointment(s). The terms of office for IDA members is six years.

Cliff Potts and James "Mac" Feezor represent Supervisorial District One, Supervisor Martin's district, and their terms of office ended on July 6, 2017; however, they have continued to serve on the IDA Board. Due to an oversight, notification was not provided to the Board of Supervisors that Mr. Potts and Mr. Feezor agreed to serve another term of office. Supervisor Martin also supports the reappointment of Mr. Potts and Mr. Feezor.

Evaluation

Notification has been provided by Sandy Palmer, Manager for the IDA, that Mr. Potts and Mr. Feezor have agreed to serve another term of office on the IDA Board. Supervisor Martin also agrees with the reappointments of Mr. Potts and Mr. Feezor.

Conclusion

Supervisor Martin recommends Mr. Potts' and Mr. Feezor's reappointment to the IDA Board of Directors retroactive to July 7, 2017, through December 31, 2022. A one-time adjustment is being made to Mr. Potts' and Mr. Feezor's terms of office so that their terms will always end on December 31st.

Recommendation

It is recommended that the Board of Supervisors reappoint Mr. Potts and Mr. Feezor to the IDA Board of Directors.

Suggested Motion

Approval to reappoint Cliff Potts and James "Mac" Feezor to the Board of Directors of The Industrial Development Authority of the County of Gila, Arizona, for another term of office retroactive from July 7, 2017, to December 31, 2022 (with a one-time adjustment to the expiration date of the terms).

Attachments

IDA Board of Directors-Updated List

GILA COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY
(Proposed to the BOS on 10/30/18)

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)
Tim Grier	D (Supv. Dist. 1 recommendation)	B (08/19/13) Scott Flake	-	08/19/13-07/15/19	When term ends, need to adjust terms of office for all members so they are staggered and end on 12/31.
Cliff Potts	D (Supv. Dist. 1 recommendation)	C (10/30/18)	6 years	06/07/17-12/31/22	06/07/17-12/31/22*
James Feezor	D (Supv. Dist. 1 recommendation)	C (10/30/18)	3 years, 11 months	06/07/17-12/31/22	06/07/17-12/31/22*
Robert Pastor	D (Supv. Dist. 2 recommendation)	A (07/16/13)	-	07/16/13-07/15/19	
Stanley Gibson	D (Supv. Dist. 2 recommendation)	C (12/06/16)	2 years, 6 months	01/20/16-12/31/21	01/20/16-12/31/21*
M. Lisa Brazil	D (Supv. Dist. 2 recommendation)	B (01/24/17) Tim Humphrey	-	01/24/17-12/31/19	01/24/17-12/31/19*
Trena Grantham	D (Supv. Dist. 3)	C (12/06/16)	1 year, 8 months	01/01/17-12/31/22	01/01/17-12/31/22
William A. (Bill) Bennett	D (Supv. Dist. 3 recommendation)	B (04/07/15) William Byrne	-	04/07/15-12/31/19	
Fred Barcon	D (Supv. Dist. 3 recommendation)	C (07/16/13)	18 years	07/16/13-07/15/19	

* A one-time adjustment has been made to this term of office so that it will expire on December 31st.

¹ Appointment Information:

- A. Date of creation: August 7, 1972
- B. Regulated by A.R.S. §35-701 through 35-761, and the IDA's Articles of Incorporation dated August 7, 1972.
- C. Governing Board members: A nine member board which is appointed by the Board of Supervisors.
- D. Terms of Office: Members are appointed to six-year terms of office. The initial governing board was broken into 3 groups of 3 so that the terms of office would be two years apart for each group, per A.R.S. §35-705.

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-5160

Consent Agenda Item 3. G.

Regular BOS Meeting

Meeting Date: 10/30/2018

Submitted For: Scott Buzan, Community Development Division Director

Submitted By: Marian Sheppard, Clerk of the Board

Department: Community Development

Information

Request/Subject

Gila County Board of Adjustment Reappointments.

Background Information

Bill Marshall and Mickie Nye serve on the Gila County Board of Adjustment. Their terms of office expire on December 31, 2018. Through the end of their current terms of office, Mr. Marshall and Mr. Nye will have served 1 year and 7 months on this governing board. Mr. Marshall represents Supervisor Humphrey's district and Mr. Nye represents Supervisor Cline's district. Supervisors Humphrey and Cline would like to reappoint Mr. Marshall and Mr. Nye, respectively, to the Board of Adjustment for another term of office. Mr. Marshall and Mr. Nye have indicated their willingness to continue serving on this board.

Evaluation

It was recently discovered that in accordance with Arizona Revised Statute § 11-816, the Board of Adjustment should only have 3 members instead of 5 five members because the Board of Supervisors has chosen to have one Board of Adjustment that serves the entire County and only one member may represent a particular Supervisorial District. At the request of Supervisor Martin and Supervisor Humphrey, respectively, Don Ascoli and Terry Otts have been notified that their appointments to the Board of Adjustment will be rescinded by the Board of Supervisors in order to meet the statutory requirement.

Supervisor Humphrey has asked Mr. Marshall to continue serving on the Board of Adjustment to represent his district. Supervisor Cline has asked Mr. Nye to continue serving on the Board of Adjustment to represent his district. Mr. Marshall and Mr. Nye have indicated their willingness to be reappointed by the Board of Supervisors to serve on the Board of Adjustment for another term of office. Per Arizona Revised Statute § 11-816, the term of office for this board is 4 years and the terms must

be staggered. To assure there are staggered terms for the 3 remaining members, a one-time adjustment is being made to Mr. Marshall's term so both his and Mr. Nye's terms don't end on December 31, 2022. Mr. Marshall's term will be for 3 years and Mr. Nye's term will be for 4 years.

Conclusion

The Board of Supervisors needs to rescind the appointments of Don Ascoli and Terry Otts on the Gila County Board of Adjustment so that there are only 3 members versus 5 as required by A.R.S. § 11-816; and consider Supervisor Humphrey's recommendation to reappoint Bill Marshall for the term beginning January 1, 2019 through December 31, 2021 (a one-time adjustment), and Supervisor Cline's recommendation to reappoint Mickey Nye for the term beginning January 1, 2019, through December 31, 2022.

Recommendation

Scott Buzan, Community Development Division Director, is requesting that the Board of Supervisors rescind the appointments of Don Ascoli and Terry Otts on the Gila County Board of Adjustment; and consider reappointing Bill Marshall and Mickey Nye for another term of office.

Suggested Motion

Approval to rescind the appointments of Don Ascoli and Terry Otts from the Gila County Board of Adjustment for the purpose of reducing the size of the Board from 5 members to 3 members to be in compliance with A.R.S. § 11-816; and reappoint Bill Marshall for the term beginning January 1, 2019, through December 31, 2021, and Mickey Nye for the term beginning January 1, 2019, to December 31, 2022.

Attachments

Board of Adjustment-Updated List

GILA COUNTY BOARD OF ADJUSTMENT
(Proposed to the BOS on 10-30-18)

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 (10/30/18)	13 years, 5 months	01/01/18-12/31/21 (Rescinded appointment to reduce members from 5 to 3 per A.R.S. §11-816.)	01/01/18-12/31/21
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 (10/30/18)	-	05/23/17-12/31/20 (Rescinded appointment to reduce members from 5 to 3 per A.R.S. §11-816.)	01/01/17-12/31/20
Bill Marshall (Resides in District 2)	A-District 2	C (10/30/18)	1 year, 7 months	01/01/19-12/31/21	01/01/19-12/31/21*
Mickie Nye (Resides in District 3)	A-District 3	C (10/30/18)	1 year, 7 months	01/01/19-12/31/22	01/01/19-12/31/22

*A one-time adjustment is being made so that there are staggered terms on this board per statutory requirement.

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 supervisory district or one board of adjustment in each supervisory district that has jurisdiction in that supervisory district and that is composed of not less than 3 nor more than 5 members, each of whom is a resident of that supervisory 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 supervisory district.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisory 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 supervisory 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-5161

Consent Agenda Item 3. H.

Regular BOS Meeting

Meeting Date: 10/30/2018

Submitted For: Scott Buzan, Community Development Division Director

Submitted By: Marian Sheppard, Clerk of the Board

Department: Community Development

Information

Request/Subject

Gila County Planning and Zoning Commission Reappointments.

Background Information

Bill Marshall and Terry Otts serve on the Gila County Planning and Zoning Commission (Commission). Their terms of office expire on December 31, 2018. Mr. Marshall and Mr. Otts represent Supervisor Humphrey's district.

Evaluation

Supervisor Humphrey has asked Mr. Marshall and Mr. Otts to continue serving on the Commission, to which they agreed. These reappointments need to be presented to the Board of Supervisors for approval.

Conclusion

Per statutory requirement, the Board of Supervisors has the authority to appoint members to the Planning and Zoning Commission. The Board of Supervisors needs to decide to reappoint Bill Marshall and Terry Otts so they can continue serving on the Commission.

Recommendation

Scott Buzan, Community Development Division Director, is requesting that the Board of Supervisors reappoint Bill Marshall and Terry Otts as governing board members of the Gila County Planning and Zoning Commission for the term beginning January 1, 2019, through December 31, 2022.

Suggested Motion

Approval to reappoint Bill Marshall and Terry Otts as governing board members of the Gila County Planning and Zoning Commission for the term beginning January 1, 2019, through December 31, 2022.

Attachments

P&Z Commission-Updated List

GILA COUNTY PLANNING AND ZONING COMMISSION
(Proposed to the BOS on 10/30/18)

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)
Mary Lou Myers (resident of unincorporated GC)	A-District 1	C (02/07/17)	4 years, 9 months	01/01/17-12/31/20	01/01/17-12/31/20
Randy Slapnicka (resident of unincorporated GC)	A-District 1	C (12/02/14)	4 years, 7 months	01/01/15-12/31/18	01/01/15-12/31/18
VACANT (must reside in incorporated municipality)	A-District 1	A	-	?-12/31/20	01/01/17-12/31/20
Bill Marshall (resident of unincorporated GC)	A-District 2	C (10/30/18)	1 year, 8 months	01/01/19-12/31/22	01/01/19-12/31/22
Terry Otts (resident of unincorporated GC)	A-District 2	C (10/30/18)	1 year, 10 months	01/01/19-12/31/22	01/01/19-12/31/22
Lori Brown (resident of unincorporated GC)	A-District 2	A (03/07/17)	9 years, 7 months (resigned on 2/9/16)	03/07/17-12/31/20	01/01/17-12/31/20
Mickie Nye (resident of unincorporated GC)	A-District 3	C (10/30/18)	11 years, 11 months	01/01/19-12/31/22	01/01/19-12/31/22
Travis Holder (resident of incorporated municipality)	A-District 3	C (10/30/18)	3 years, 5 months	01/01/19-12/31/22	01/01/19-12/31/22
VACANT (Must reside in unincorporated GC)	A-District 3	A		?-12/31/20	01/01/17-12/31/20

¹ Appointment Information:

- A. Date of creation: ? (On September 8, 1959, the BOS adopted Resolution No. 59-9-1 which adopted the initial Planning and Zoning Ordinance.)
- B. Per A.R.S. 11-802 – In counties with 3 supervisorial districts, the Commission shall consist of 9 members who shall be qualified electors of the county. Three members shall be appointed from each supervisorial district by the supervisor from that district, and not more than 1 of the 3 may be a resident of an incorporated municipality. The terms of the members of the Commission shall be for four years except for those initially appointed (to have staggered terms.) Of the members initially appointed, 5 members shall be appointed for a 2-year term and 4 members shall be appointed to a 4-year term; thereafter, each term shall be for 4 years.

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-5163

Consent Agenda Item 3. I.

Regular BOS Meeting

Meeting Date: 10/30/2018

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Marian Sheppard, Clerk of the Board

Department: Human Resources

Information

Request/Subject

Gila County Personnel Commission Reappointment

Background Information

David Lagunas has served on the Gila County Personnel Commission (Commission) for 5 years and 1 month through the end of his current term of office, which ends on December 31, 2018. He also serves as the Chairman of the Commission.

Evaluation

Mr. Lagunas has agreed to serve another 4-year term of office on the Commission for the term that will begin on January 1, 2019, through December 31, 2022.

Conclusion

The Board of Supervisors is the statutory appointing authority that appoints members to the Commission, so it is being requested that Mr. Lagunas be reappointed to said Commission for four more years by the Board of Supervisors.

Recommendation

Shelley McPherson, Human Resources Director, is requesting that the Board of Supervisors reappoint David Lagunas to the Commission.

Suggested Motion

Approval to reappoint David Lagunas as a governing board member of the Gila County Personnel Commission for the term beginning January 1, 2019, through December 31, 2022.

Attachments

Persopnel Commission-Updated List

GILA COUNTY PERSONNEL COMMISSION
(Proposed to the BOS on 10/30/18)

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)
David Lagunas - Chairman	B-Democrat	C (10/30/18)	5 years, 1 month	01/01/19-12/31/22	01/01/19-12/31/22
Teresa Williams	B-Republican	A (02/06/18)	-	02/06/18-12/31/20	01/01/17-12/31/20
Jaime Escobedo (prior work experience in law enforcement)	B-Democrat	A (02/02/16)	-	02/02/16-12/31/19	01/01/16-12/31/19
Michael Ferreira	B-Democrat	A (02/06/18)	-	02/06/18-12/31/20	01/01/17-12/31/20
Lori Andrade	B-Independent	C (02/02/16)	1 year, 3 months	02/02/16-12/31/19	01/01/16-12/31/19

¹ Appointment Information:

- A. Date of creation: On October 22, 1979, the Board of Supervisors adopted Resolution No. 78-10-8 establishing a Personnel Policy which included establishing a Personnel Commission at that same time.
- B. The Personnel Commission was also established in accordance with A.R.S. §11-353 (A) which states, "The commission shall consist of five members, each of whom shall hold office for a term of four years and until his successor is appointed and qualified. Of the members first appointed, two shall serve for a two-year term two for a three-year term and one shall serve a four-year term, and such members shall determine by lot the length of their terms.
- C. A.R.S. §11-353 (B) states "Members of the commission shall be selected from among the qualified electors of the county. No more than three of such members shall be from the same political party.
- D. Gila County Policy No. BOS-HRS-625 - Personnel Commission states "At least one member shall have prior work experience in the law enforcement or probation field."

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-5164

Consent Agenda Item 3. J.

Regular BOS Meeting

Meeting Date: 10/30/2018

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Northern Gila County Range Commission Member Reappointment.

Background Information

On April 3, 2018, the Board of Supervisors appointed Charles Thompson to the Northern Gila County Range Commission (Commission) through December 31, 2018. The reason Mr. Thompson was appointed for such a short term was to correct the terms of office on the Commission so that all terms are staggered and end on different years.

Evaluation

Mr. Thompson has agreed to continue serving on this Commission.

Conclusion

This Commission was established by the Board of Supervisors; therefore, any changes to the governing board members must be made by the Board of Supervisors.

Recommendation

It is recommended that the Board of Supervisors reappoint Mr. Thompson to the Commission to serve a 3-year term of office.

Suggested Motion

Approval to reappoint Charles Thompson as a governing board member of the Northern Gila County Range Commission for the term beginning January 1, 2019, through December 31, 2021.

Attachments

Northern Gila County Range Commission-Updated List

NORTHERN GILA COUNTY RANGE COMMISSION
(Proposed to the BOS on 10/30/18)

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)
Forrest Switzer	B	C (04/03/18)	17 years (approx.) (initially appointed on 12/14/99)	04/03/18-12/31/20	01/01/18-12/31/20
David (Smokey) Slaughter	B	C (04/03/18)	9 years (approx.) (initially appointed on 3/31/09)	04/03/18-12/31/19	01/01/17-12/31/19
Charles Thompson	B	A (10/30/18)	8 months	01/01/19 -12/31/21	01/01/19-12/31/21

¹ Appointment Information:

- A. Date of creation: April 6, 1981, by Gila County Resolution No. 81-4-1.
- B. Purpose: To manage a parcel of property owned by the U.S. Forest Service and of which Gila County has been issued a Special Use Permit so that the County may construct, operate and maintain a public target range including range facilities for rifle, pistol, shotgun and archery; and day use recreation facilities.
- C. The Commission is comprised of 3 members, who are appointed by the Board of Supervisors to serve 3-year terms of office. The initial Commission was established so that each member's term of office is one year apart.

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-5146

Consent Agenda Item 3. K.

Regular BOS Meeting

Meeting Date: 10/30/2018

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. 302-57-037D

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 302-57-037D was deeded to the State of Arizona in 1998 with a total lien amount of \$593.46. It did not sell at the Board of Supervisors' annual tax sale/auction that was held on November 10, 1998 but was placed on the "not for sale" list due to this being used as a roadway.

Evaluation

On October 11, 2018, the Clerk of the Board sold the subject parcel to the Town of Star Valley for the lien amount. Said payment was deposited with the Gila County Treasurer on the same day. A separate \$15 payment was submitted to record the Quit Claim Deed. This property is a sliver of land used as a primitive roadway.

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 302-57-037D. Once the deed has been finalized and recorded, the property 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 Assessor's tax parcel number 302-57-037D to the Town of Star Valley.

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 302-57-037D to the Town of Star Valley.

Attachments

302-57-037D QCD

302-57-037D Infomation

When recorded return to:
Marian Sheppard, Clerk
Gila County Board of Supervisors



GILA COUNTY QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, made this day 30th day of October 2018, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Town of Star Valley, Grantee.

Address of Grantee: 3675 E. Highway 260, Star Valley, Arizona 85541

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 October 2018, Grantee did purchase said property for the sum of five hundred ninety-three dollars and forty-six cents (\$593.46);

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: 302-57-037D

Legal Description:

SEE EXHIBIT "A"

Exempt from Affidavit of Property Value pursuant to A.R.S. §11-1134 (A) (3)

Grantor:

Attest:

Tim R. Humphrey, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk
Gila County Board of Supervisors

ACKNOWLEDGEMENT

Notary Public

Page 2 of 3

EXHIBIT "A"

THAT PORTION OF H.E.S. NO. 418, IN TOWNSHIP 11 NORTH, RANGE 11 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, GILA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 8 OF SAID H.E.S. NO. 418;

THENCE SOUTH 1°24'35" EAST, ALONG THE LINE BETWEEN CORNERS 8 AND 9, 135.97 FEET;

THENCE WEST PARALLEL TO THE LINE BETWEEN CORNERS 7 AND 8, 369.76 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1°30'41" WEST, ALONG THE WEST LINE OF THAT PARCEL DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 428, PAGE 880, RECORDS OF GILA COUNTY ARIZONA, 352.31 FEET;

THENCE NORTH 69°06' WEST, 14.00 FEET;

THENCE NORTH 1°01' EAST, 250.00 FEET TO THE TRUE POINT OF BEGINNING.

TREASURER'S DEED

*Don't
used as
a Roadway
Sell*



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 1 day of APRIL 1998,
notice according to law was published in the ARIZONA SILVER BELT
PAYSON ROUND-UP, 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 3 RD day of JULY 1998,
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:

302 57 037 D
PT OF HES 418 SEC 31 + 32 T10N R11E COM COR 8 HES 418 TH S 1 DEG 24 MIN 35 SEC E 135.97FT TH W 370
TO POB TH S 1 DEG 1 MIN W 254.01FT TH NW 14 FT TH N 251FT TH E 13FT TO POB

* SEE EXHIBIT "A"

IN WITNESS WHEREOF, I, PRISCILLA M. L. KNUCKEY, Treasurer
of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and
seal this 6TH day of JULY, 1998.

Priscilla M. L. Knuckey
Treasurer of Gila County



This instrument was acknowledged before me this 6 TH day of JULY 1998,
PRISCILLA M. L. KNUCKEY 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.

Martha Gonzales
Notary Public

My Commission Expires:



INVOICE

302-57-037 D "Payment Upon Receipt"

PIONEER TITLE AGENCY, INC.
P.O. BOX 332
PAYSON, AZ 85547
(520) 474-3235

CUSTOMER: Gila County Treasurer
Attn: Martha

DATE: February 23, 1998

OUR ORDER NO. 98-086

YOUR REFERENCE: EMMETT

DESCRIPTION OF CHARGES: Judgment Lien & Limited Realty Report

CHARGES	CREDIT	BALANCE
\$45.00		\$45.00

PROPERTY LOCATION: N/A

Please return a copy of this invoice with your remittance. Thank you.

2-24-98

OK.

Martha Gonzales

X-105-01-20300-6111

Voucher Number	_____
Vendor Number	_____
P.O. Number	_____
Invoice Number	98-086
Invoice Date	2-23-98
Account Number	Amount
X-105-01-20300-6111	\$ 45.00
_____	\$
_____	\$
_____	\$

RECEIVED

PIONEER TITLE AGENCY, INC.
421 South Beeline Highway, Suite A-1
P.O. Box 332
Payson, AZ 85547
(520) 474-3235
Fax: (520) 474-1495

FEB 24 1998

IN THE OFFICE OF
GILA COUNTY TREASURER

JUDGMENT LIEN and LIMITED REALTY REPORT

All reports issued hereunder are based upon a search of the stated indices for a stated purpose and for the period of time prescribed below. All such reports are without examination or report as to the sufficiency or validity of any instrument shown or considered on said search.

NUMBER 98-086 DATE January 2, 1998 AT 7:30 AM FEE \$45.00

ISSUED FOR THE SOLE USE AND BENEFIT OF the following named USER:

Gila County Treasurer
Attn: Martha Ref No.: Emmett

Real Property in Gila County and Names under search:

Property: SEE EXHIBIT "A" ATTACHED

Names: James and Hazel Emmett

PIONEER TITLE AGENCY, INC. after completing the following search:

JUDGMENT LIEN REPORT

Indices searched--General Index in the Title Plant of the company's issuing office.

Purpose--a showing of any unreleased money judgment(s) or tax lien(s) against persons or corporations named above which appear to constitute a lien on real property located in Gila County.

LIMITED REALTY REPORT

Indices searched--land indices in the Title Plant of the company's issuing office.

Period of time--25 years next preceding date of this report.

Purpose--showing apparent Record Owner and a list of recorded Deeds of Trust, Mortgages and Agreements of sale (only) not satisfied of record. A recorded Declaration of Homestead executed by the apparent Record Owner is shown if not later abandoned by said owner.

and in consideration of payment of its fee, and acceptance hereof with LIABILITY TO THE USER LIMITED TO THE AMOUNT OF SUCH FEE, reports the following information:

Apparent Record Owner: James T. Emmett and Hazel Elaine Emmett, husband and wife.

Unsatisfied encumbrances:

DEED OF TRUST given to secure the original amount shown below, and any other amount payable under the terms thereof;

Original Amount: NONE

Dated:

Recorded:

FEE NO.:

Trustor:

Trustee:

Beneficiary:

Declaration of Homestead: NONE

Affidavit of Affixture: NONE

Unsatisfied Liens or Judgments: NONE

TAX NOTE:

Year: 1997
Parcel No.: 302-57-037-D-8
District: 1005
Total Tax: 29.61
First half: 14.81
Second half: 14.81
Delinquent: NONE

PIONEER TITLE AGENCY, INC.

By Mike Stonefield

THIS REPORT REPRESENTS A LIMITED TITLE SERVICE AND NOT COVERAGE BY A POLICY OF
TITLE INSURANCE.

Title insurance policies or guarantees if required and applicable, are available
at the published rate for the type and amount required.

EXHIBIT "A"

TRUSTOR: James T. Emmett and Hazel Elaine Emmett, husband and wife.

LEGAL DESCRIPTION:

That portion of H.E.S. No. 418, in Township 11 North, Range 11 East of the Gila and Salt River Base and Meridian, Gila County, Arizona, described as follows:

Beginning at Corner No. 8 of said H.E.S. No. 418;

Thence South $1^{\circ}24'35''$ East, along the line between Corners 8 and 9,
135.97 feet;

Thence West parallel to the line between Corners 7 and 8, 369.76 feet to the
TRUE POINT OF BEGINNING.

Thence South $1^{\circ}30'41''$ West, along the West line of that parcel
described in instrument recorded in Docket 428, page 880, records of Gila
County Arizona, 352.31 feet;

Thence North $69^{\circ}06'$ West, 14.00 feet;

Thence North $1^{\circ}01'$ East, 250.00 feet to the TRUE POINT OF BEGINNING.

SUBJECT PROPERTY INFORMATION

3) Property: , AZ

APN: 302-57-037D

Use: RESIDENTIAL LOT

County: GILA, AZ

Tax Area: 1005

Total Value: \$1,224

Census: 303.29

Prop Tax: \$28.84

Land Value: \$1,224

Sectional: 3110N11E

Tax Yr: 1997

Imprv Value:

Phone:

Assd Yr: 1997

Owner: EMMETT JAMES T & HAZEL ELAINE

% Improve:

Mail: 2527 E JOY RANDH RD; PHOENIX AZ 85027-8835 H008

SALES INFORMATION

LAST SALE:

PRIOR SALE:

Record/Sale Date: 12/29/76 12/29/76

Sale Price/Type:

Document#: 418-401

Doc. Type: JOINT TENANCY DEED

1st T.D./Type:

Finance:

Cash Down:

Lender:

Title Company:

Seller:

Transfer Doc#:

Transfer Type:

IMPROVEMENTS

Bldg/Living Area:

Bldgs:

Stories:

\$/SF (Last/Prior):

Yrblt/Eff:

Total Rms:

Ttl Baths/Fixt:

Pool:

Porch:

Ext Wall:

Roof Mat'l Type:

Air Cond:

Heating:

Parking:

Park Spaces:

SITE INFORMATION

Improve Type:

Lot Size:

Zoning:

Land Sqft:

County Use: 00-13

State Use:

Legal Subdiv:

Legal Blk/Bldg:

Legal Lot/Unit:

Legal: PT OF HES 418 SEC 31+32 T10N R11E COM COR 8 HES 418 TH S 1DEG 24 MIN 35SEC E 135.97FT TH W 370.65FT TO

Comments:

GILA CO, AZ, LINDA HAUGHT ORTEGA - RECORDER, BY: GILA COUNTY TREASURER
DATE: 07/06/1998 TIME: 09:00 PAGE #: 0007 OF 0007 FEE #: 1998 10197

E 1/2 SECTION 31
W 1/2 SECTION 32
T11N R11E

SEE MAP 302-55
4 of 4

SEE MAP 302-59 1 of 2

302-57
1 of 2
CODE 1005
UPDATED 2-14-18

COR 7
HES 418

NEPTUNE

Gila County Recorded Plats 206

COR 8
HES 418

SEE MAP 302-55
2 of 4

SEE MAP 302-56

SEE MAP 302-56

SEE MAP 302-59 2 of 2

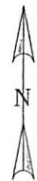
SEE MAP 302-57 2 of 2

COR 6
HES 418

STATE

ROUTE

260



SCALE = 1" = 100'

(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

ARF-5148

Consent Agenda Item 3. L.

Regular BOS Meeting

Meeting Date: 10/30/2018

Reporting Period: September 25, 2018, October 2, 2018, and October 16, 2018

Submitted By: Melissa Henderson, Deputy Clerk

Information

Subject

September 25, 2018, October 2, 2018, and October 16, 2018, Board of Supervisors' Meeting Minutes

Suggested Motion

Approval of the September 25, 2018, October 2, 2018, and October 16, 2018, Board of Supervisors' meeting minutes.

Attachments

09-25-18 Meeting Notes

10-02-18 Meeting Notes

10-16-18 Meeting Notes

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

Date: September 25, 2018

TOMMIE C. MARTIN

Member

MARIAN E. SHEPPARD

Clerk of the Board

TIM R. HUMPHREY

Chairman

By: Marian Sheppard
Clerk of the Board

WOODY CLINE

Vice-Chairman

Gila County Courthouse
Globe, Arizona

PRESENT: Tim R. Humphrey, Chairman; Woody Cline, Vice-Chairman; Tommie C. Martin, Member (via ITV); W. James Menlove, County Manager; Jacque Sanders, Deputy County Manager, District Librarian; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; and Marian Sheppard, Clerk of the Board.

ABSENT: Charles Shire, Deputy County Attorney Senior-Civil; and Melissa Henderson, Deputy Clerk

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

Chairman Humphrey called the work session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room and he asked Eric Mariscal to lead the Pledge of Allegiance.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve the use of the National Joint Powers Association (Sourcewell) Contract No. 032515-CAT to finance a new 2018 model 120M2 AWD Caterpillar Motor Grader (serial number M9H00559) from Empire Machinery using Caterpillar Financial Services Corporation. This is a payment schedule of eight payments ending in September 2025, under a Governmental Agreement for special financing in the amount of \$299,395.38.

Steve Sanders, Public Works Division Director, advised that this will be the first time the County has entered into a lease-purchase agreement to purchase CAT heavy equipment. The benefit is that after the lease term of 7 years ends, the County may purchase the equipment at a cost of \$90,240, refinance for another 2 years or return the equipment. The County will be trading in an older CAT piece of equipment toward this lease-purchase. Mr. Sanders added

that there is a sense of urgency for Board approval because the finance rates will go up at the end of the month, so he requested the Board's approval. Vice-Chairman Cline expressed a concern that the County could be penalized should the equipment hours exceed 7,000 hours. Mr. Sanders replied that he does not expect the hours to exceed 7,000; however, he told the Board he would contact CAT representatives to find out about that penalty and report back to the Board. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved the use of the National Joint Powers Association (Sourcewell) Contract No. 032515-CAT to finance a new 2018 model 120M2 AWD Caterpillar Motor Grader (serial number M9H00559) from Empire Machinery using Caterpillar Financial Services Corporation.

B. Information/Discussion/Action to adopt Resolution No. 18-09-04 accepting a pass-through grant on behalf of the Hellsgate Fire District from the Gila River Indian Community in the amount of \$48,025 for critical technology upgrades for the Hellsgate Fire District.

Jacque Sanders, Deputy County Manager, Librarian, advised that a proposition was enacted into law several years ago whereby tribes that operate gambling casinos were given authority to set up their own grant processes. She advised that tribal entities recognize that other entities besides counties, cities and towns provide critical services. If such an entity makes the final round of the grant application process, a resolution is required to be submitted by a county, city or town. Hellsgate Fire District is requesting the Board to adopt the proposed resolution whereby the County agrees to be a pass-through entity if funds are granted. Ms. Sanders advised that this would be the first time that Gila County would be a pass-through entity; however, it has been done in other Arizona counties. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously adopted Resolution No. 18-09-04. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

C. Information/Discussion to consider the future use of County-owned property located off Highway 260 in Payson.

James Menlove, County Manager, advised that the Board has been involved in a discussion for quite some time about locating additional courtroom space in Payson to conduct jury trials. He asked Mr. Sanders to provide some information on this property that is owned by the County. Mr. Sanders advised that years ago the Gila County Provisional Community College District deeded this property to the County. There is approximately 21 acres of land available for use. Situated in this land, the Town of Payson has one acre of land. Mr. Sanders advised that the County has had preliminary discussions with the Town of Payson staff and the Town has indicated its willingness to work with the County should the County wish to develop this land. The Board, Mr. Menlove and Mr. Sanders entered into a discussion on the possible uses of the

land. At the end of the discussion, Mr. Menlove indicated that he had enough information from the Board members to proceed further. He will be talking with court officials, Town of Payson staff and Town of Star Valley staff. He will provide the Board with a formal report at a future Board meeting.

D. Information/Discussion to consider entering into Intergovernmental Agreements with other governmental agencies for the purchase of fuel.

Mr. Menlove advised that there are some entities in Gila County that purchase fuel from the County; however, he does not believe current agreements are in place with any of the entities. He stated that the purpose of this agenda item is to ask for Board direction on whether to continue selling to these entities and other governmental entities. Mr. Sanders commented that, to his knowledge, the County entered into Intergovernmental Agreements (IGAs) with the Tonto Basin School District, Young School District and Pleasant Valley Fire Department to sell fuel to those entities. The IGA with the Tonto Basin School District (TBSD) has expired; however, Mr. Sanders advised that the TBSD continues to purchase fuel from the County and they also continue to park their school bus at the County's maintenance yard. There is an IGA in place with the Pleasant Valley Fire District although Mr. Sanders is unsure if the IGA has an expiration date. Mr. Sanders advised that he has found a letter between the County and the Young School District that talks about an IGA for the purchase of fuel from the County; however, he has not found any IGA on file. He further advised that the Tonto Basin Fire District (TBFD) is requesting to purchase fuel from the County. He added that there was an IGA in place at one time with the TBFD; however, the TBFD discontinued purchasing fuel from the County when that IGA expired. The Board entered into a discussion with Mr. Sanders on the amount of fuel purchased annually from each of the entities. Mr. Sanders asked for guidance from the Board on whether to continue to provide to those entities currently being provided fuel by the County until a new agreement can be put into place with each of them and whether to consider other requests such as has been received from the TBFD. Chairman Humphrey expressed a concern that the County would be negatively affecting other local businesses that sell fuel. Mr. Menlove asked Mr. Sanders if the County must pay HURF (Highway User Revenue Fund) taxes on the fuel that is sold to these entities. Mr. Sanders replied that he does not know that answer, but he will find out the answer to this question and other questions and report back to the Board. Mr. Menlove suggested that the County continue selling fuel to the Tonto Basin School District, Young School District and Pleasant Valley Fire Department until the Board receives a comprehensive report on how these fuel sales affect the County, and not sell to any new entities at this time to which the Board agreed.

E. Information/Discussion and introduction of a potential employee performance appraisal software system for Gila County.

Ms. Sanders advised that Shelley McPherson, Human Resources Director, was unable to present this agenda item because she has federal jury duty for the next couple of weeks. Ms. Sanders proceeded to provide a PowerPoint presentation of a potential online employee performance appraisal system for Gila County. She stated that this presentation is the introduction of the proposed system and a comprehensive review of the system will soon be presented to the Board of Supervisors. Of the three companies that were contacted by the Human Resources Department, PerformancePro was the chosen system. The system has the ability to: allow the employee to do a self-appraisal to enhance conversation with their supervisor; run reports such as turnover and payroll increase reports for all or by office/department; review and update job descriptions yearly (with approval); route the finished appraisal for all approval signatures; and update the process departmentally and or countywide as needed by Human Resources. Ms. Sanders added that if the Board of Supervisors chooses PerformancePro, it will: set up all employees in the system along with all job descriptions; design the appraisal to the County's specifications; train 3 Human Resources employees for administration; train 25 or more supervisors and record the session for all others; and train 25 employees and record the session for all others for use at employee orientation. Ms. Sanders answered some questions from the Board members. Mr. Menlove commented that he is in favor of the PerformancePro system because it has a lot of flexibility. At 11:22 a.m., Mr. Menlove announced that he would be leaving the meeting for another engagement. Ms. Sanders concluded the presentation by stating that this system costs approximately \$25,000 for the first year and about half that amount annually for maintenance costs. The Board thanked Ms. Sanders for the presentation.

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

No comments were offered by the public.

Item 4 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Each Supervisor and the Deputy County Manager presented a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 11:43 a.m.

APPROVED:

Tim R. Humphrey, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

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

Date: October 2, 2018

TIM R. HUMPHREY
Chairman

MARIAN SHEPPARD
Clerk of the Board

WOODY CLINE
Vice-Chairman

By: Marian Sheppard
Clerk of the Board

TOMMIE C. MARTIN
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tim R. Humphrey; Chairman; Woody Cline, Vice-Chairman; Tommie C. Martin, Member (via ITV); W. James Menlove, County Manager (via ITV); Jacque Sanders, Deputy County Manager, District Librarian; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board.

ABSENT: Charles Shire, Deputy Gila County Attorney Senior-Civil

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

Chairman Humphrey called the regular session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Jacque Sanders led the Pledge of Allegiance and Jeff Dalton delivered the invocation.

Item 2 – PUBLIC HEARINGS:

A. Convene a public hearing to hear from citizens on the FFY 2018 Community Development Block Grant (CDBG) Application for CDBG Regional Account funding in the amount of \$165,517 that will be used for 3 proposed CDBG housing rehabilitation projects in Gila County; authorize the submittal of the Application to the State of Arizona Department of Housing; and adopt related Resolution Nos. 18-09-02 and 18-09-03.

Malissa Buzan, Community Services Division Director, advised that the Board of Supervisors held a public hearing on September 11th regarding the CDBG Application and no public comments were provided. After the initial notice of public hearing was advertised in the newspaper, it was discovered that the notice contained the incorrect fiscal year; therefore, another public hearing had to be scheduled and a notice of that hearing had to be advertised in the newspaper. Chairman Humphrey opened the public hearing; there were no

comments, so he closed the public hearing and asked for a Board motion. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously authorized the submittal of the Application to the State of Arizona Department of Housing; and adopted related Resolution Nos. 18-09-02 and 18-09-03. **(Copies of the Resolutions are permanently on file in the Board of Supervisors' Office.)**

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve revised Exhibit A of Resolution No. 18-08-01 which is the FY 2018-2019 Tax Levies and Tax Rate Table to reflect the corrected tax rate for the Pine Creek Canyon Domestic Water Improvement District.

Mary Springer, Finance Director, stated that the Pine Creek Canyon Domestic Water Improvement District informed the County that the tax rate set for the District by the County was incorrect. The correct tax rate is 2.7497. Ms. Springer advised that the correct tax rate for the District is stated on revised Exhibit A. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously approved revised Exhibit A of Resolution No. 18-08-01. **(A copy of the Resolution with revised Exhibit A and Exhibit B is permanently on file in the Board of Supervisors' Office.)**

B. Information/Discussion/Action to authorize the publication of a Notice of Public Auction for Miscellaneous Surplus Material in the Payson Roundup newspaper on October 9, 2018.

Ms. Springer advised that a live auction will be held at the Russell Gulch Landfill on November 17, 2018, to sell surplus County equipment and she requested authorization to publish the Notice of Public Auction in the Payson Roundup, the County's official newspaper for 2018. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously authorized the publication of a Notice of Public Auction for Miscellaneous Surplus Material.

C. Information/Discussion/Action to approve Intergovernmental Agreement No. 071918 with the Town of Hayden-Building and Zoning Review and Inspection Services on an as needed basis for the period of one calendar year after its execution, with up to three additional one-year extensions by mutual agreement of the parties.

Scott Buzan, Community Development Division Director, advised that this Intergovernmental Agreement (IGA) with the Town of Hayden has the same terms and scope of work as an IGA with the Town of Winkelman that was approved by the Board approximately six months ago. Mr. Buzan stated that the Community Development staff has the expertise to perform the services

outlined in the IGA. He added that the services will be provided on an as-needed basis. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously approved IGA No. 071918.

D. Information/Discussion/Action to approve the final Marketing Plan and Strategy for the Tourism and Marketing Initiative for Gila County.

Jacque Sanders, Deputy County Manager, Librarian, advised that the draft Marketing Plan and Strategy for the Tourism and Marketing Initiative for Gila County was presented to the Board on June 26, 2018. Since that time, two stakeholder meetings were held in September. The primary changes between the draft document and the final document are contained on pages 43-44, which is the updated list for communities, and some typographical errors were corrected. Ms. Sanders advised that Cameron Davis, a consultant on this project, is in Payson to answer any questions of the Board. Each Supervisor stated that they have received positive feedback from their constituents on this initiative and were pleased to see it move forward. The Board thanked Ms. Sanders and Mr. Davis for their efforts. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved the final Marketing Plan and Strategy for the Tourism and Marketing Initiative for Gila County.

E. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.) Information/Discussion/Action to authorize the submission and subsequent acceptance of a State Grants-In-Aid Application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division, for fiscal year 2019 in the amount of \$23,000 designated to Gila County for the period July 1, 2018, through June 30, 2019. (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously voted to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors to address this agenda item. Elaine Votruba, Public Services Librarian, stated that this is a reoccurring, non-competitive grant. The funds will be used to provide training, travel, equipment upgrades, collection development and special projects throughout the Library District. Each of the 8 libraries within the Gila County Library District will receive \$2,000 to use at their discretion and the remaining \$7,000 will be used by the District to aid the libraries with special projects. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously authorized the submission and subsequent acceptance of a State Grants-In-Aid Application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library

Development Division, for fiscal year 2019 in the amount of \$23,000 designated to Gila County for the period July 1, 2018, through June 30, 2019. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously voted to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.

F. Information/Discussion/Action to accept or reject a Citizens' Petition to begin the process to establish Quail Run from Russell Road east to 5821 E. Quail Run as a primitive road.

Steve Sanders, Public Works Division Director, advised that this road has been in existence prior to 1990. Recent legislative changes regarding the guidelines for establishing primitive roads allows this road to become a primitive road. Chairman Humphrey commented that this road is within his Supervisorial District. He added that in the past there have been some issues between the residents living along this road. As this process moves forward to the point that the homeowners will need to sign easements, Chairman Humphrey asked Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief, if a letter could accompany each easement to advise the residents of the County's efforts to establish the road as a primitive road and to hopefully bring some peace amongst the residents. Mr. Dalton replied that there would not be a legal issue in sending a letter advising the residents that the law now allows the County to establish this road as a primitive road and to inform them that the County knows of no other remedy other than to establish the road as a primitive road. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously accepted the Citizens' Petition to begin the process to establish Quail Run from Russell Road east to 5821 E. Quail Run as a primitive road.

G. Information/Discussion/Action to adopt Resolution No. 18-10-01 accepting Naeglin Crossing in Young, Arizona (a/k/a Pleasant Valley) to be established as a primitive road and authorizing the Chairman of the Board of Supervisors to sign the Primitive Road Easement.

Mr. Sanders advised that this requested Board action is the last step necessary to establish Naeglin Crossing as a primitive road, which allows the County to maintain the road in accordance with the guidelines for primitive roads. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously adopted Resolution No. 18-10-01 and authorized the Chairman of the Board of Supervisors to sign the Primitive Road Easement. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

H. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 080118 for the purchase of two (2) new belly dump trailers to replace trailer numbers C-48T and C-60T; award to the lowest,

responsible and qualified bidder; and authorize the Chairman's signature on the award contract.

Mr. Sanders stated that belly dump trailers are used by the County more in the northern region of Gila County. The purchase of the two new belly dump trailers will replace trailers that are worn out. Two bids were received, and Mr. Sanders recommended awarding a contract to Midco Sales, Inc., which submitted the lowest bid in the amount of \$67,472.52. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously awarded a contract to Midco Sales, Inc. in the amount of \$67,472.52 in response to Invitation for Bids No. 080118, and authorized the Chairman's signature on the award contract.

I. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 080818-Gisela Road Improvements Project; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract.

Mr. Sanders stated that this roadway improvement project is for a portion of Gisela Road. The proposed project would improve approximately 0.63 miles of the existing roadway west of the summit area. The proposed work consists of pulverizing the existing pavement surface and base material where applicable followed by the installation of new aggregate base material and asphaltic concrete pavement. Six bids were received, and Mr. Sanders recommended awarding a bid to AZ Western Contracting, Inc., which submitted the lowest bid in the amount of \$309,056.35. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously awarded a contract to AZ Western Contracting, Inc. in the amount of \$309,056.35, and authorized the Chairman's signature on the award contract.

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

A. Approval of FY 2019 Victims' Rights Program Award Agreement No. AG No. 2019-004 between the Gila County Attorney's Office and the Arizona Attorney General's Office in the amount of \$23,302 to cover the existing salary and employee-related expenses for a full-time advocate, with no cash match funds required, for the period July 1, 2018, through June 30, 2019.

B. Acknowledgment of the July and August 2018 monthly activity reports submitted by the Globe Regional Justice of the Peace's Office.

C. Acknowledgment of the August 2018 monthly activity report submitted by the Payson Regional Constable's Office.

D. Acknowledgment of the August 2018 monthly activity report submitted by the Globe Regional Constable's Office.

E. Acknowledgment of the August 2018 monthly activity report submitted by the Clerk of the Superior Court's Office.

F. Acknowledgement of the Payson Regional Justice of the Peace's Office monthly activity report for August 2018.

G. Acknowledgement of the August 2018 monthly activity report submitted by the Recorder's Office

H. Acknowledgment of the Human Resources reports for the weeks of September 4, 2018, September 11, 2018, September 18, 2018, and September 25, 2018.

SEPTEMBER 4, 2018

DEPARTURES:

1. Janie Bennett – County Attorney's Office – Legal Secretary Senior – 08/31/18 – General Fund – DOH 10/07/02
2. Jacob Martin – County Attorney's Office – Administrative Clerk – 08/01/18 – Deferred Prosecution Program Fund – DOH 08/28/17
3. Kristin Dotts – Public Fiduciary – Administrative Clerk – 08/27/18 – General Fund – DOH 01/30/17

NEW HIRES:

4. David Shaw – County Attorney's Office – Diversion Officer – 09/10/18 – Diversion Program CA Fund – Replacing Kenneth Wortman

END PROBATIONARY PERIOD:

5. Mariah Campagna – Health and Emergency Services – Community Health Specialist – 08/30/18 – Community Health Grant Fund
6. Elliana Cabrera – Sheriff's Office – Deputy Sheriff – 07/17/18 – General Fund
7. Angel Hooke – Probation – Juvenile Detention Officer – 09/12/18 – General Fund

DEPARTMENTAL TRANSFERS:

8. Maryn Belling – Finance – From Accountant Senior – To Budget Manager – 09/10/18 – General Fund – FY19 Position

OTHER ACTIONS:

9. Debra Blevins – Health and Emergency Services – Accounting Analyst – 09/03/18 – Various Funds – Change in fund code
10. Celena Cates – Health and Emergency Services – Executive Administrative Assistant – 09/03/18 – From Health Service Fund – To General Fund – Change in fund code
11. Joshua Beck – Health and Emergency Services – EM/PHEP Manager – 09/03/18 – Various Funds – Change in fund code
12. Chrystelle Crick – Clerk of Superior Court – Court Clerk – 09/11/18 – General Fund – Extending probationary period an additional six months
13. Omar Gonzalez – Superior Court – Calendar Administration – 09/03/18 – General Fund – Obtained State Interpreting Certification
14. Travis Todd – Sheriff's Office – Deputy Sheriff – 07/03/18 – General Fund – Change in overtime fund
15. Keith Conway – Sheriff's Office – Deputy Sheriff – 05/04/18 – General Fund – Change in overtime fund
16. Elliana Cabrera – Sheriff's Office – Deputy Sheriff – 05/28/18 – General Fund – Change in overtime fund
17. Michael Hill – Sheriff's Office – Deputy Sheriff Sgt. – 09/01/18 – General Fund – Change in overtime fund
18. Clayton Kimbrough – Sheriff's Office – Deputy Sheriff – 09/01/18 – General Fund – Change in overtime fund
19. Colleen Lacy – Probation – Deputy Probation Officer – 09/17/18 – From State Aid Enhancement Fund – To Diversion Intake (.50)/Juvenile Intensive Probation Supervision (.50) Funds – Change in fund code
20. Martina Burnam – Probation – From Probation Aide – To Probation Case Manager – 09/03/18 – General Fund – Reclassification
21. Debra Gildersleeve – Probation – From Probation Aide – To Probation Case Manager – 09/03/18 – General Fund – Reclassification
22. Matthew Havey – Sheriff's Office – Deputy Sheriff – 12/03/18 – General Fund – Start of special assignment
23. Matthew Havey – Sheriff's Office – Deputy Sheriff – 12/16/18 – General Fund – End of special assignment

REQUEST TO POST:

24. County Attorney's Office – Legal Secretary Senior – Vacated by Janie Bennett
25. Public Fiduciary – Administrative Clerk – Vacated by Kristin Dotts

SEPTEMBER 11, 2018

DEPARTURES:

1. Mary Charles – Sheriff's Office – Detention Officer – 09/07/18 – General Fund – DOH 04/14/14
2. Keturah McCleave – Public Works – Administrative Clerk Specialist – 09/04/18 – Public Works Fund – DOH 09/04/18

NEW HIRES:

3. Jessica Fox – Public Works – Scalehouse Attendant – 09/10/18 – Recycling and Landfill Management Fund – Replacing Venessa Taylor

END PROBATIONARY PERIOD:

4. Sherry Grice – Board of Supervisors – Management Associate – 08/20/18 – General Fund

5. Larry Dooly – Public Works – Building Maintenance Technician Senior – 09/15/18 – Facilities Management Fund

6. Jace Johnson – Public Works – Building Maintenance Supervisor – 09/18/18 – Facilities Management Fund

DEPARTMENTAL TRANSFERS:

7. Nicole Weaver – Finance – From Accounting Associate – To Accounting Analyst – 09/10/18 – General Fund – Replacing Maryn Belling

SEPTEMBER 18, 2018

DEPARTURES:

1. Sharon Winters – Public Works – Recycling and Landfill Manager – 12/21/18 – Recycling and Landfill Management Fund – DOH 02/05/96

2. Mark Brooks – Public Works – Vehicle and Equipment Mechanic – 09/12/18 – Public Works Fund – DOH 02/10/15

3. Crystal Singleton – Sheriff's Office – 911 Dispatcher – 09/10/18 – General Fund – DOH 09/03/18

4. Juan Alvarez – Sheriff's Office – Detention Officer – 09/20/18 – General Fund – DOH 10/24/16

5. Rahil Abou Saleh – Health and Emergency Services – Environmental Health Specialist – 09/21/18 - Health Service (.70)/Public Health Emergency Preparation (.30) Funds – DOH 08/19/13

6. Kiley Sturgill – Public Works – Temporary Landfill Laborer – 09/22/18 – Recycling and Landfill Management Fund – DOH 08/27/18

7. Christopher Jenkins – Public Works – Recycling and Landfill Equipment Operator Senior – 09/22/18 – Recycling and Landfill Management Fund – DOH 02/12/18

NEW HIRES:

8. Gretchen McAnerny – County Attorney's Office – Legal Secretary Senior – 10/01/18 – General Fund – Replacing Janie Bennett

END PROBATIONARY PERIOD:

9. Edward Reyes – Probation – Deputy Probation IV – 09/25/18 – General Fund

10. Mathew Gonzales – Probation – Surveillance Officer – 09/25/18 – General (.50)/Adult Probation Service Fees (.50) Funds

11. Joshua Burch – Sheriff's Office – Detention Officer – 09/25/18 – General Fund

OTHER ACTIONS:

12. Jessica Cruz – Sheriff's Office – 911 Dispatcher – 09/10/18 – General Fund – End of special assignment

REQUEST TO POST:

13. Public Works – Recycling and Landfill Manager – Vacated by Sharon Winters

14. Public Works – Vehicle and Equipment Mechanic – Vacated by Mark Brooks

15. Health and Emergency Services – Environmental Health Specialist – Vacated by Rachel Abou Saleh

16. Public Works – Recycling and Landfill Equipment Operator Senior – Vacated by Christopher Jenkins

SEPTEMBER 25, 2018

DEPARTURES:

1. Kathy Canizales – Sheriff's Office – Medical Assistant – 09/18/18 – General Fund – DOH 06/11/07

NEW HIRES:

2. Deanna Termain – Sheriff's Office – 911 Dispatcher – 10/01/18 – General Fund – Replacing Christopher Mathews

END PROBATIONARY PERIOD:

3. Sharon Listiak – Health and Emergency Services – PHEP Coordinator – 09/25/18 – Public Health Emergency Preparedness Fund

OTHER ACTIONS:

4. Carissa Rogers – Recorder's Office – Recorder's Clerk – 10/02/18 – General Fund – Extending probationary period to 10/25/18

5. Jay Valenzuela – Sheriff's Office – Deputy Sheriff – 09/24/18 – From Sheriff BLESF Program (.99)/General (.01) Funds – To General Fund – Change in fund code

6. Thor Nudson – Sheriff's Office – Deputy Sheriff – 09/24/18 – From Sheriff BLESF Program (.99)/General (.01) Funds – To General Fund – Change in fund code

7. Brian Dirks – Sheriff's Office – Deputy Sheriff – 09/24/18 – From General Fund – To Sheriff BLESF Program (.99)/General (.01) Funds – Change in fund code

8. Brian Dirks – Sheriff's Office – Deputy Sheriff – 11/19/18 – Sheriff BLESF Program (.99)/General (.01) Funds – Special assignment

9. Brian Dirks – Sheriff's Office – Deputy Sheriff – 12/30/18 – Sheriff BLESF Program (.99)/General (.01) Funds – End of special assignment
10. Phillip Smith – Sheriff's Office – Deputy Sheriff – 09/24/18 – From General Fund – To Sheriff BLESF Program (.99)/General (.01) Funds – Change in fund code
11. Phillip Smith – Sheriff's Office – Deputy Sheriff – 11/16/18 – Sheriff BLESF Program (.99)/General (.01) Funds – End of special assignment

REQUEST TO POST:

12. Health and Emergency Services – Accounting Clerk Senior – Vacated by Sarah Chavez
13. Recorder's Office – Voter Registration Coordinator – Vacated by Amy O'Connor
14. Recorder's Office – Recorder's Clerk Senior – Vacated by Kassandra Trevino

I. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager beginning 08-01-18 through 08-31-18.

J. Approval of the September 18, 2018, Board of Supervisors' meeting minutes.

Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved Consent Agenda action items 4A through 4J.

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 was no public comment.

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 Board member presented a summary of current events. Mr. Menlove did not have any events to report.

There being no further business to come before the Board of Supervisors,
Chairman Humphrey adjourned the meeting 10:42 a.m.

APPROVED:

Tim R. Humphrey, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

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

Date: October 16, 2018

TIM R. HUMPHREY

Chairman

MARIAN SHEPPARD

Clerk of the Board

WOODY CLINE

Vice-Chairman

By: Marian Sheppard
Clerk

TOMMIE C. MARTIN

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tim R. Humphrey; Chairman; Woody Cline, Vice-Chairman (via ITV); Tommie C. Martin, Member (via ITV); W. James Menlove, County Manager; Jacque Sanders, Deputy County Manager, District Librarian; Charles Shire, Deputy Gila County Attorney Senior-Civil (via ITV); Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board.

ABSENT: Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief

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

Chairman Humphrey called the regular session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Adam Shepard led the Pledge of Allegiance and Pastor Duane Howard of the River of Life Church of God in Globe delivered the invocation.

Item 2 – PRESENTATIONS:

A. Public recognition of one employee for October's "Spotlight on Employees" Program, as follows: Gerald "Jerry" Irish.

Erica Raymond, Human Resources Assistant Senior, read aloud a letter of nomination that was submitted by Freddie Rios of Arizona Water Company for Mr. Irish to receive an employee recognition for the County's Spotlight on Employees Program. Mr. Irish works in the Public Works Division and has been employed with Gila County for three years. An award was presented by Ms. Raymond to Mr. Irish. Each Board member congratulated Mr. Irish on receiving the award and thanked him for his service to Gila County.

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt an Order designating polling places within each election precinct and appointing poll workers and election board workers for the purpose of conducting the General Election to be held on November 6, 2018.

Jacque Sanders, Deputy County Manager, District Librarian, presented this agenda item on behalf of Eric Mariscal, Elections Director, who was unable to attend the meeting. She asked the Board to adopt the Order. Upon motion Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously adopted the Order designating polling places within each election precinct and appointing poll workers and election board workers as listed on Attachments A-C of the Order.

B. Information/Discussion/Action to approve the release of \$18,677 remaining funds by Pioneer Title Agency for the Elk Rim Project per section 5.2 of the escrow agreement.

Mary Springer, Finance Director, advised that the Board of Supervisors approved a Final Plat for the proposed Elk Rim Subdivision (Elk Rim Project) on February 6, 2018. She explained that approving the release of \$18,677 remaining funds will fulfill all terms of the escrow agreement. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously released \$18,677 remaining funds by Pioneer Title Agency for the Elk Rim Project per section 5.2 of the escrow agreement.

C. Information/Discussion/Action to adopt Resolution No. 18-10-02 creating a Census 2020 Complete Count Committee for Gila County.

Ms. Sanders introduced Emily Verdugo, who is the Census Outreach Partnership Specialist. Ms. Verdugo explained that she covers southern Arizona except for Maricopa County. She proceeded to provide a PowerPoint presentation of the process to conduct the 2020 Census. Ms. Verdugo advised that the U.S. Constitution mandates that a census is to be taken every ten years. She reviewed the timeline for the census, as follows: Beginning on March 3, 2020, any person may provide their census information on line or by phone. April 1, 2020, is Census Day. Local people will be hired to help take the census. Beginning May 2020, census workers will visit the residences of those individuals who did not self-respond on line or by phone. By August 2020, the census will be completed and on December 31, 2020, the census will be sent to the President of the United States. Ms. Sanders advised that the Board is being asked to form a Census 2020 Complete Count Committee for Gila County. The Board will be presented with the names of the Committee members as a consent agenda item on a future Board meeting agenda. Each Board member thanked Ms. Verdugo for the presentation. Upon motion by

Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously adopted Resolution No. 18-10-02. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

D. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 080218-1 for the purchase of one new 1ton, full size 4x4 regular cab, SRW, cab and chassis, and utility service body with 60" cab to axle dimension for assignment to the Engineering/Signs Department; award to the lowest, responsible and qualified bidder; and authorize the Chairman's signature on the award contract.

Steve Sanders, Public Works Division Director, stated that earlier this summer the Board authorized the advertisement of Invitation for Bids (IFB) No. 080218-1. He advised that the new vehicle mentioned in the IFB will be replacing a unit that is older and has high mileage. The Engineering/Signs Department will be relinquishing vehicle number C-41, a 2008 one-ton flatbed ford pickup truck that has 145,466 miles and it will be sold at an auction. Mr. Sanders stated that there were five bid responses. Of those bids, McSpadden Ford was the low bidder with a bid in the amount of \$52,464.66. He recommended that the Board award a contract to McSpadden Ford. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously awarded a contract to McSpadden Ford for the purchase of one vehicle (as stated above) in the amount of \$52,464.66 in response to IFB No. 080218-1.

E. Information/Discussion/Action to adopt Resolution No. 18-10-03 which authorizes the execution of Amendment No. One to an Intergovernmental Agreement (IGA/JPA 16-0005917-I) between Gila County and the State of Arizona, Department of Transportation, for an additional \$22,360 for the scoping, design and project development administration cost associated with the Golden Hill Sidewalk Project between Globe and Miami, AZ.

Mr. Sanders advised that on September 6, 2016, the Board adopted Resolution No. 16-09-03 authorizing the approval of an Intergovernmental Agreement (IGA/JPA 16-0005917-I), for a sidewalk project along Golden Hill Road between Globe and Miami, AZ. Upon approval of that agreement, ADOT and County staff realized that additional funds were needed for design costs. To continue advancing the project, funds allocated for Project Management and Design Review (PMDR) were moved to design costs. This amendment will provide for full funding for the remaining cost of design in the amount of \$17,360. It will also replace the funding used from the PMDR section, now known as ADOT Project Development Administration Cost (PDA) in the amount of \$5,000.00. In total this amendment if approved will cost Gila County Public Works \$22,360. Funding will come from the County's half cent transportation excise tax. Mr. Sanders requested that the incorrect amount of \$22,300 that is stated on the background section of the agenda review form be corrected to read \$22,360, to

which the Chairman affirmed that correction would be made. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously adopted Resolution No. 18-10-03. **(A copy of the Resolution is permanently on file in the Board of Supervisors' Office.)**

F. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 091718 - *Sub-grantee for Public Health Preparedness.*

Michael O'Driscoll, Health and Emergency Management Division Director, presented this agenda item. Gila County is seeking proposals from organization(s) for the provision of operational and programmatic public health emergency preparedness consultation services for planning deliverables required by the Arizona Department of Health Services (ADHS). The awardee of the contract will assist with the coordination and collaboration efforts of the Gila County Health and Emergency Management Division in meeting the federal grant obligations related to planning, operating, exercising and developing emergency preparedness plans and partnership agreements needed to operationalize preparedness plans. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously authorized the advertisement of Request for Proposals No. 091718.

G. Information/Discussion/Action to approve Amendment No. 1 to Grant Contract No. ADHS16-106556 to accept a grant award extension from the Arizona Health Zone-SNAP-Ed Local Implementation Services for the Supplemental Nutrition Assistance and Education Program in the amount of \$200,638 per year for an additional 2-year period which, if accepted, will enable the Health and Emergency Management Division to continue to implement a policy, systems and environmental change focus to be used for population health initiatives in the areas of food systems, active living, school health, and early childhood nutrition education.

Mr. O'Driscoll advised that Amendment No. 1 to this contract will provide additional funds to continue the Supplemental Nutrition Assistance and Education Program which includes farmers markets, early childhood education, etc. Chairman Humphrey stated that he received a public participation form submitted by Lori Smith, who requested to speak about this item. Ms. Smith commented that until today she had not heard of this program and she asked how the money has been used for the past three years. She stated that if there have been accomplishments, the County "should toot its own horn." Mr. O'Driscoll replied that he would prepare and submit a report to the County Manager for dissemination to the Board of the program's successes. Each Board member agreed with Ms. Smith that the County should do a better job of sharing information on the many good things being done by the County. Upon motion by Supervisor Martin, seconded by Vice-Chairman

Cline, the Board unanimously approved Amendment No. 1 to Grant Contract No. ADHS16-106556.

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. Adoption of an Order to cancel the November 6, 2018, governing board elections for the fire districts, water and waste water improvement districts, sanitary districts, vocational technology districts, school districts, and provisional college districts; and appoint governing board members to those districts as listed on Attachments A through D of the Order. (A copy of the Order is on file in the Board of Supervisors' Office.)

B. Authorization of the Chairman's signature on the Governor's Office of Highway Safety Contract No. 2019-405d-015 to accept grant funds in the amount of \$25,000 which will be used by the Sheriff's Office for overtime and ERE to enhance DUI/Impaired Driving Enforcement.

C. Authorization of the Chairman's signature on Governor's Office of Highway Safety Contract No. 2019-PTS-017 to accept grant funds in the amount of \$10,000 which will be used by the Sheriff's Office for overtime and ERE for Speed Enforcement.

D. Approval of an Amendment to the FY 2019 Drug, Gang, and Violent Crime Control Grant Agreement (ACJC Grant No. DC-19-004) between Gila County and the Arizona Criminal Justice Commission in order to comply with the provisions imposed by the Department of Justice related to notification and access requirements for the Department of Homeland Security.

E. Approval of an Amendment to the FY 2019 Drug, Gang and Crime Grant Agreement (ACJC Grant No. DC-19-023) between Gila County and the Arizona Criminal Justice Commission in the amount of \$59,495 for the period of July 1, 2018, to June 30, 2019, of which said funds provide a significant portion of the funding for a full-time prosecutor.

F. Acknowledgment of amended -Contract IFB No. 080118-Purchase Two (2) New Belly Dump Trailers that was previously approved by the Board of Supervisors on October 2, 2018, to reflect the correct contract amount of \$67,526.52.

G. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager beginning September 1, 2018, through September 30, 2018.

H. Approval of finance reports/demands/transfers for the reporting period of September 1, 2018, through September 30, 2018.

Approve demands and budget amendments for operating transfers. Warrant numbers 292118 through 292195, 292197 through 292203, 292205 through 292233, 292235 through 292274, 292276 through 292334, 292336 through 292604, 292606 through 292744, 292746 through 292764, and 292766 through 292779, totaling \$3,919,498.13 for the period 09-01-18 through 09-30-18.

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.)**

Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously approved Consent Agenda action items 4A-4H.

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.

Sarah Bernstein stated that she was recently appointed to the Canyon Water Improvement District Board of Directors and it was her understanding that she needed to be sworn into office at this meeting. Chairman Humphrey deferred to Charles Shire, Deputy Gila County Attorney Senior-Civil. Mr. Shire advised that Ms. Bernstein could be sworn in and that someone would talk to her after the Board meeting.

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 Board member and the County Manager presented a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting 10:57 a.m.

APPROVED:

Tim R. Humphrey, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board