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, MARCH 19, 2019 - 10:00 A.M.

1. CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION

#### 2. **PRESENTATIONS:**

- A. Update on the activities of the Resolution Copper Mining Project. (Bryan Seppala)
- B. Update on the current activities and projects of Capstone Mining Corporation's Pinto Valley Mine. (**Timothy Ralston**)

#### 3. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a FY 2020 Drug, Gang and Violent Crime Control Grant Application in the amount \$821,714 (25% match requirement) submitted to the Arizona Criminal Justice Commission to renew grant funding that will be used for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang, and Violent Crimes Task Force. (Travis Baxley)
- B. Information/Discussion regarding a list of potential projects to be included in the Gila County Fiscal Year 2020 Capital Investment Plan. (James Menlove)

- C. Information/Discussion/Action to purchase a building at 112 W. Cedar Lane in Payson for the purpose of moving the Probation Division at a cost of approximately \$289,000 plus fees and closing costs. **(Steven Lessard)**
- 4. CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)
  - A. Approval of Amendment No. 1 to Contract No. 111518 with McSpadden Ford for the purchase of three (3) new Ford Expedition SSVs to extend the contract to October 1, 2019, to allow for completion of the required upfitting of the vehicles.
  - B. Approval of Amendment No. 1 to Contract No. 111518-1 with McSpadden Ford for the purchase of four (4) new Ford Expedition SSVs to extend the contract to October 1, 2019, to allow for completion of the required upfitting of the vehicles.
  - C. Approval of two Applications for Extension of Premises/Patio Permit submitted by Albert Keehn to temporarily extend the premises where liquor is permitted to be served at the Sportsman's Chalet located in Strawberry.
  - D. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 304-33-057 to Donald Flowers and Robbin McKinion.
  - E. Approval of finance reports/demands/transfers for the reporting month of February 2019.

- F. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager beginning 2-1-19 through 2-28-19
- 5. **CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
- 6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

#### 7. WORK SESSION ITEMS:

A. Information/Discussion regarding a Strategic Plan update and presentation of a new Gila County Mission Statement and Vision Statement. (Mary Springer)

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-5363 Presentation 2. A.

#### **Regular BOS Meeting**

Meeting Date: 03/19/2019

Submitted By: Marian Sheppard, Clerk of the

Board

<u>Department:</u> Clerk of the Board of Supervisors

#### Information

#### Request/Subject

Update on the current activities of the Resolution Copper Mining Project.

#### **Background Information**

Bryan Seppala, Community and Social Performance Analyst, with Resolution Copper requested to provide the Board of Supervisors with a brief update of its mining project near Superior, Arizona.

#### Evaluation

This presentation and update provides the Board of Supervisors and the County with current information regarding the local mining company.

#### Conclusion

It will be advantageous for the Board of Supervisors and the public to receive an update on Resolution Copper.

#### Recommendation

N/A

#### Suggested Motion

Update on the activities of the Resolution Copper Mining Project. (Bryan Seppala)

#### **Attachments**

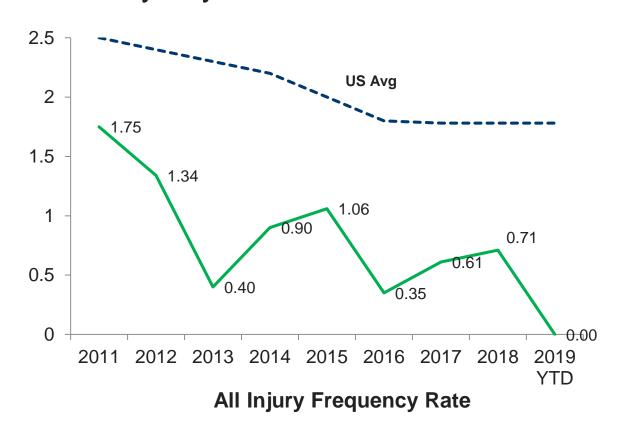
#### Resolution Copper Presentation





## Safety

We're committed to ensuring our team goes home safe every day to their families.









# Which one of these pictures do you associate with underground mining?



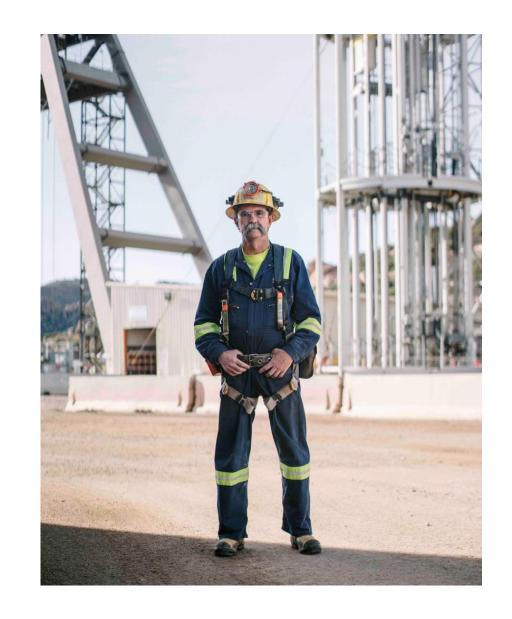




## About the Project

#### **Resolution Copper is:**

- > A U.S. based, world-class mining company (owned 55% by Rio Tinto and 45% by BHPB) creating jobs locally, regionally and for the state of Arizona.
- > Has the potential to be the largest copper producer in North America.
- One of the largest single project investments in history of Arizona.
- > Committed to establishing solid, mutually beneficial partnerships with local communities.
- > Well positioned to provide copper to the green economy.





## RESOLUTION Reclamation





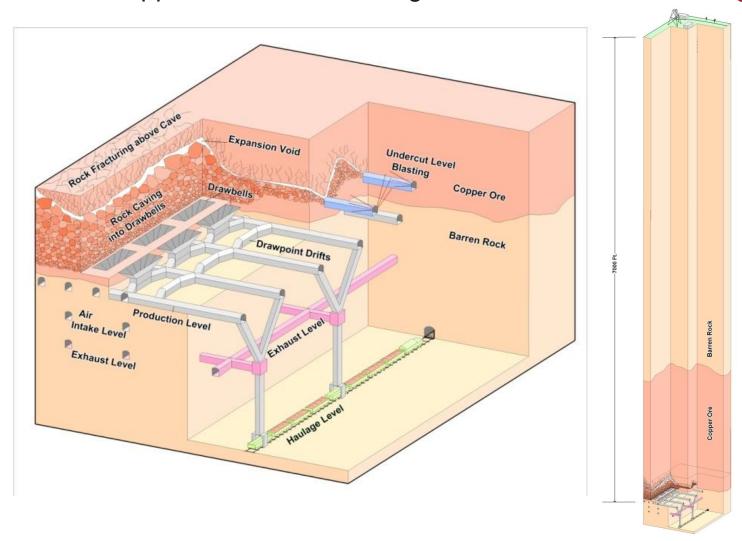
## RESOLUTION Reclamation





## RESOLUTION Resolution Copper

Resolution Copper will utilize a mining method called block caving



The #10 shaft is 6943 ft deep or the equivalent of:

14 Chase Towers or 5 Empire State Buildings or 1.3 miles



## RESOLUTION Progressing Shaft 9

#### **Key activities**

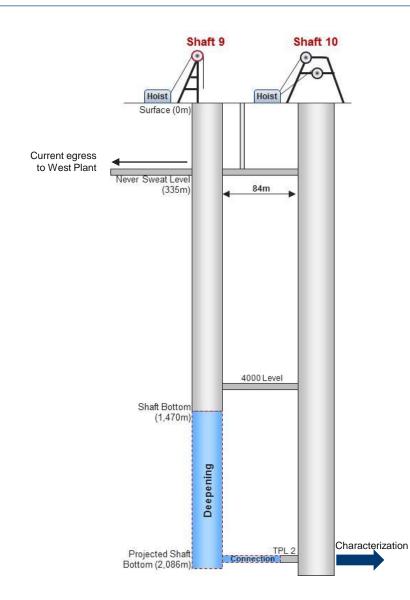
- Rehabilitate to 4823' removal of steel, 18 old Magma stations, establish cooling, dewatering and ventilation ready for deepening
- > Deepen from 4823' to 6845' including excavation of 3 stations

#### Improves underground safety

> Complete dual egress achieved after 4 years through shaft sinking and connection (at TPL2)

#### **Enables lateral development to complete** underground rock mass characterization

In situ rock strength data at depth required to finalize project design, reduce risk, and confirm key mine design parameters



Announce Final Decision

The Forest Service publishes the final RODs for the two separate project decisions

Collection of Baseline Information

Pre-scoping Stakeholder Outreach

### **Resolution Copper: NEPA / EIS Process**

#### FACTORS FOR ALTERNATIVE COMPARISON

#### Issue 2B: Impacts to Property Values

**AGENCIES** 

Cooperating

Scoping

Review

Report

Assist with

Alternatives

Development

Review Preliminary

Review Preliminary

FEIS

SHPO

Concurrence

on Effects

CONSULTATION

1. Quantitative assessment of change in property values over time.

#### Issue 5B: Safety Concerns Related to Tailings Impoundment

- 1. Qualitative assessment of risk of failure of tailings dam and potential impacts downstream in the event of a failure.
- 2. Quantitative assessment of seismic stability of tailings impoundment.

#### Issue 6B: Groundwater Quality

- 1. Quantitative assessment of ability to meet Arizona Aquifer Water Quality Standards at points of compliance designated in the aguifer protection permit.
- 2. Qualitative assessment of ability to demonstrate best available demonstrated control technology.
- 4. Quantitative assessment of estimated changes in groundwater quality due to seepage from tailings area, including estimated fate and transport.
- 5. Qualitative assessment of potential for spills or inadvertent release of contaminants to groundwater.

#### Issue 6D: Surface Water Quality

1. Quantitative assessment of ability to meet Arizona Surface Water Quality Standards, for the appropriate designated uses.

#### Issue 6E: Seeps, Springs, Riparian Areas, and Groundwater-Dependent Ecosystems

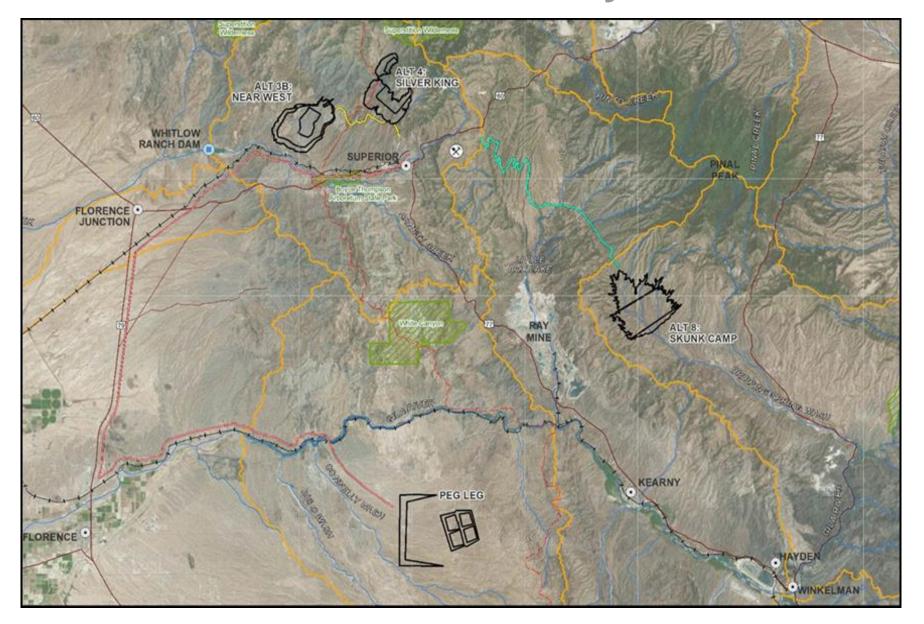
- 2. Quantitative assessment of number of seeps and springs degraded or lost.
- 3. Qualitative assessment of change in the function of riparian areas.
- 4. Qualitative assessment of ability to meet legal and regulatory requirements for riparian areas.

#### Issue 8: Impacts to Air Quality

- 1. Quantitative assessment of the ability to meet air quality standards, include impacts based on representative background air quality levels and analyze cumulative emissions and impacts.
- 6. Quantitative assessment of the ability to meet NAAQS for criteria pollutants (carbon monoxide, lead. sulfur dioxide, nitrogen dioxide, ozone, and particulate matter), as modeled at the perimeter fence line of the mine facility, taking into account all mobile and stationary emission sources. Include spatial depictions of impacts for the area around the mine and alternative sites.8
- 7. Quantitative assessment of the impacts at Class I airsheds, specifically, changes to air quality-related values (AQRVs) of visibility, ozone, and deposition of sulfur dioxide and nitrogen oxides, as modeled at perimeter of Class I airsheds, and compared with current deposition rates and critical loads.



## EIS and Tailings Update – Range of Tailings Alternatives for Detailed Analysis





## Mutual values and benefits

Working with local communities to create mutual benefits

- ➤ 600+ employees and contractors
- ➤ 15 employees in new apprenticeship program
- Over 40% of total project spend within 40 mile radius
- 33 Employee Volunteer Program events
- Multi-Year community development partnership agreements
- Educational funding and scholarships
- Land access agreements
- Tribal Monitoring Program \*\*USFS\*\*





## **Pioneering Progress**

### The returns from Mining need to be clearly explained...

- > The Mining Industry is challenged by many issues
- Many stakeholders do not "see" the benefits and only see the perceived challenges
- Innovative approaches can move the pendulum

At Rio Tinto, our purpose is to produce materials essential to human progress. As such, we want to be part of the solution to help address the climate change challenge. Our aim is to make sure our business, and those in our supply chain, continue to deliver economic and social benefits in the short, medium and

long term, as we assist in the transition to a low-carbon future." Taxes Economic **Air Quality** Development J-S Jacques, chief executive Health Water CO<sub>2</sub> Resources **Emissions** Jobs Land Cultural Social Ownership Heritage **Impacts** 

To shift the balance – move issues to the other side or reduce their impact/size



### **Doing Business With Resolution Copper**

- Advertised bidding process via resolutioncopper.com
- Qualifications
- Safety Cost, Schedule, Local
- Local Presence
- Associations
  - Local Chamber
  - Arizona Mining Association
  - > AMIGOS
- Copper Communities Supplier Source

#### For more information

- 'LIKE' us on Facebook or follow us on Instagram, Twitter & LinkedIn
- Visit our website resolutioncopper.com



ARF-5371 Presentation 2. B.

#### Regular BOS Meeting

Meeting Date: 03/19/2019

Submitted By: Marian Sheppard, Clerk of the

Board

**Department:** Clerk of the Board of Supervisors

#### <u>Information</u>

#### Request/Subject

Update on the current activities and projects of Capstone Mining Corporation's Pinto Valley Mine.

#### **Background Information**

An invitation from County management was sent to Capstone Mining Corporation officials to present an update to the Board of Supervisors on the current activities and projects of its Pinto Valley Mine located outside of the Town of Miami area.

#### **Evaluation**

Timothy Ralston, Manager of Land, Permitting & Regulatory Affairs for Capstone Mining Corporation, accepted the invitation to address the Board. He will be accompanied by Mike Wickersham, Capstone's Mine General Manager, and Adam Hawkins, President on Globe External Relations.

#### Conclusion

It will be advantageous for the Board of Supervisors and the public to receive an update on the Pinto Valley Mine.

#### Recommendation

N/A

#### Suggested Motion

Update on the current activities and projects of Capstone Mining Corporation's Pinto Valley Mine. **(Timothy Ralston)** 

#### **Attachments**



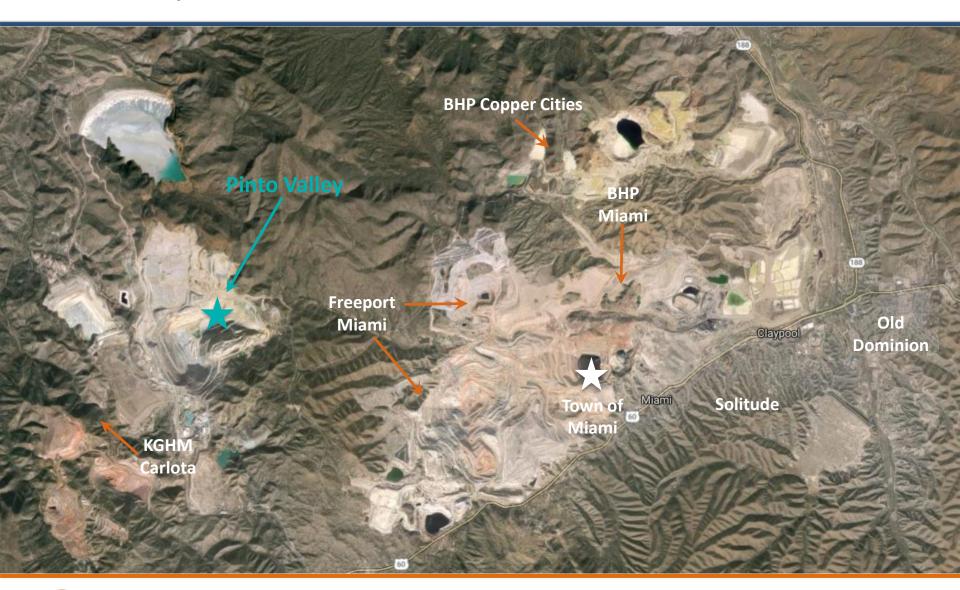


## **Pinto Valley Mine Overview**

Gila County Board of Supervisors

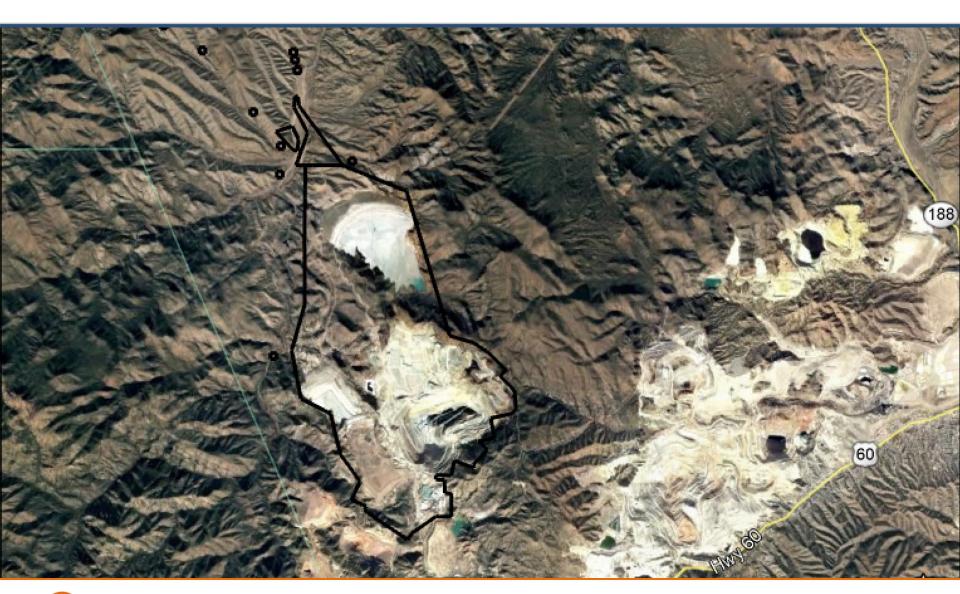
March 19, 2019

## Proximity to Other Mines





## Satellite View





## **Aerial View**





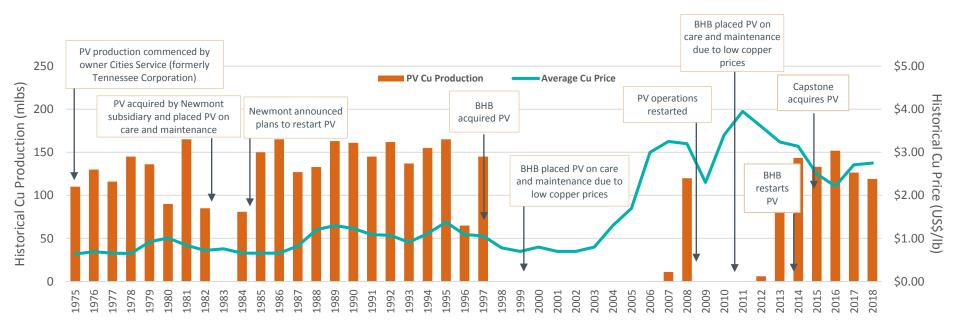
## **Ground View**





## **Operational History**

#### **Production/Copper Prices**





## **Current Operations**

#### **Mining Fleet**

➤ 19 haul trucks, 2 hydraulic shovels, 2 loaders, 4 track dozers, 2 wheel dozer, 3 water trucks, 3 motor graders, 3 rotary blast hole drills, 1 pre split drill, 1 fuel truck, 1 tow haul

## Concentrator Production Facilities

Concentrate production facilities include: 1 gyratory primary crusher, 3 secondary crushers, 6 tertiary crushers, 6 ball mills, copper & molybdenum flotation circuits, copper thickeners, filter press, concentrate storage and loadout facility

## SX/EW Facilities

SX/EW production from low grade dump leach through 2020

Evaluating options to extend leach operations beyond 2020

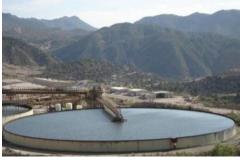
#### **Tailings**

➤ Tailings storage capacity in place through 2027 w/o expansion

#### Mine Life

- Mine life extension to 2039 feasible w/minimal expansion
- Plan of Operations to mine east pushback pending
- APP amendment to raise TSF4 to 4,250 ft. approved
- APP amendment to expand waste rock dumps approved
- APP amendment to repurpose Gold Gulch pending



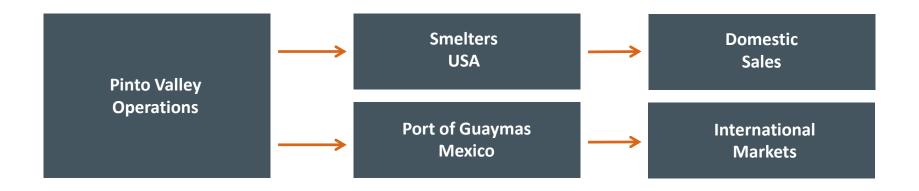




### Marketable Products

## Pinto Valley produces clean, high-grade copper in concentrate and by-products of molybdenum and silver

- Copper in concentrate: 120 M lbs of contained copper grade 28.5% produced annually
   majority sold internationally
- Copper cathode: 3.35 M lbs produced annually via SX/EW process sold domestically
- ► MoS<sub>2</sub> concentrate: 600 tonnes possible of contained molybdenum grade ~50% sold domestically
- Silver: ~ 235,000 ounces recovered annually LOM from copper concentrate





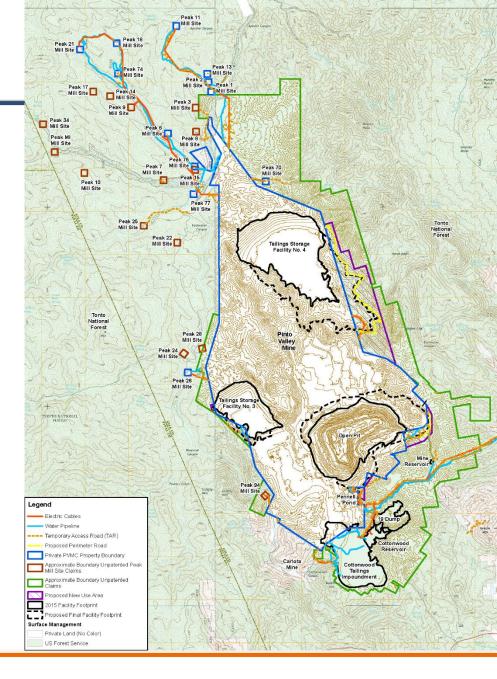
## **Major Environmental Permits**

| Permit                                   | Function  | Status   | Expiration  |  |
|--|---|--|---|--|
| Aquifer<br>Protection<br>Permit (APP)    | Authorizes operation of facilities that discharge to ground water   | Most recent update approved December 2018  | Life of mine (including closure and post-closure)     |  |
| Mined Land<br>Reclamation<br>Plan (MLRP) | Approved reclamation plan to enable productive post-mining land use   | Comprehensive update approved September 2016   | Life of mine  |  |
| AZPDES<br>Discharge<br>Permit            | Allows discharge of mine process water, mine drainage and stormwater from certain point source outfalls to surface waters | Most recent update approved May 2014   | May 2019 renewable with timely application submission |  |
| Storm Water<br>MSGP                      | Allows discharge of surface water at designated outfalls provided best management practices are maintained                | Last Notice of Intent<br>approved October 2013<br>SWPPP and Sampling Plans<br>approved June 2015 | Renewal coincident with renewal of MSGP Sub-sector G2 |  |
| Air Quality<br>Permit                    | Authorizes emission of regulated pollutants   | Most recent update approved April 2017   | April 2022  |  |
| Non-Municipal<br>Solid Waste             | Authorizes operation of inert waste dump  | Issued November 2016   | Life of mine  |  |



## Mine Expansion

- Reauthorize previous land uses
- Combine authorizations under a single POO
- Authorize 5 heritage encroachments
- East and North Pushbacks
- Develop TSF3 to APP permitted elev. 3,860-ft
- Develop TSF4 in Eastwater Canyon to elev. 4,250-ft

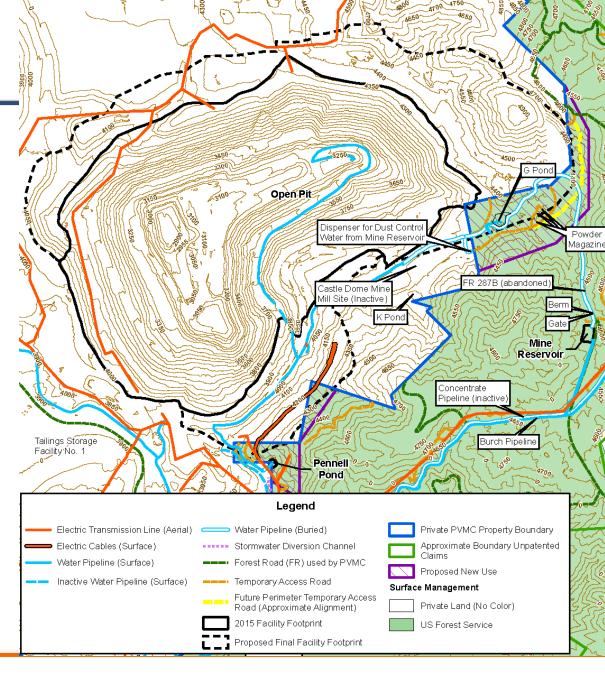




## Open Pit

### 76 acre "Ask"

- Pit Wall Pushbacks
- Haul & Perimeter Roads
- Water Pipelines
- Remove Powder Magazines
- Subsume LetteredPonds & Castle DomeSlide
- Post-Use Fence
- Buffer Area

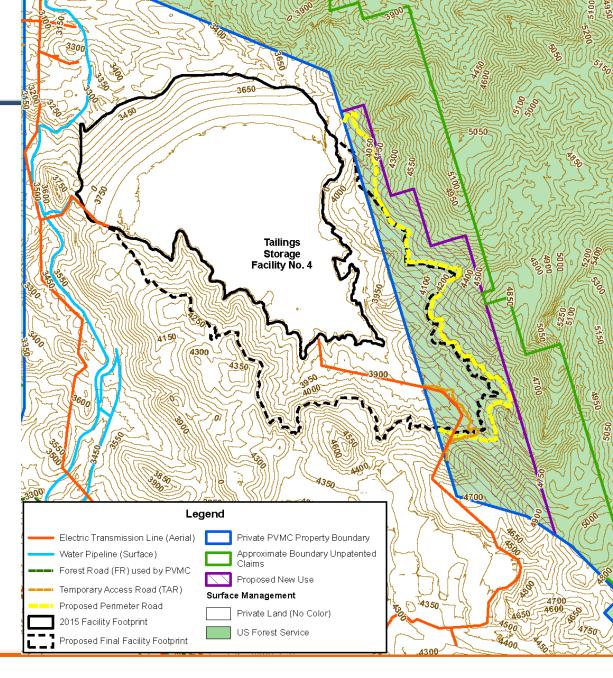




## **Tailings Storage**

### 408 acre "Ask"

- Continue Progression of Impoundment
- Subsume Boundary Dams
- Reposition Reclaim Pumps & Generators
- Perimeter Road
- Powerlines
- Buffer Area

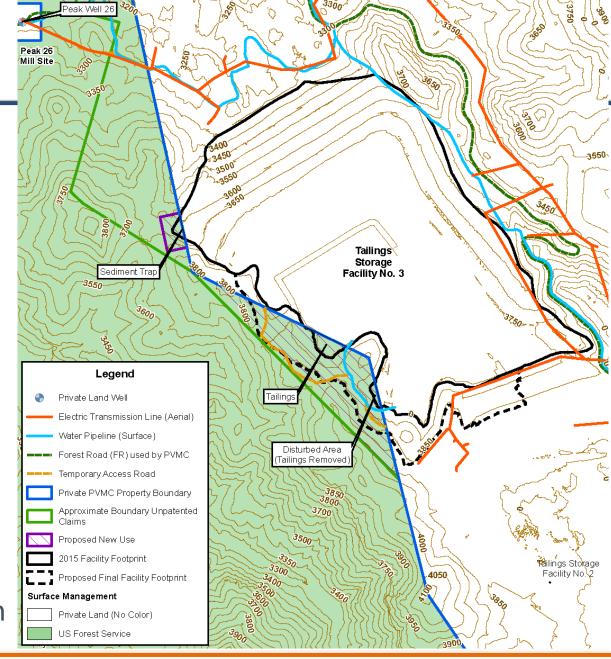




## **Tailings Storage**

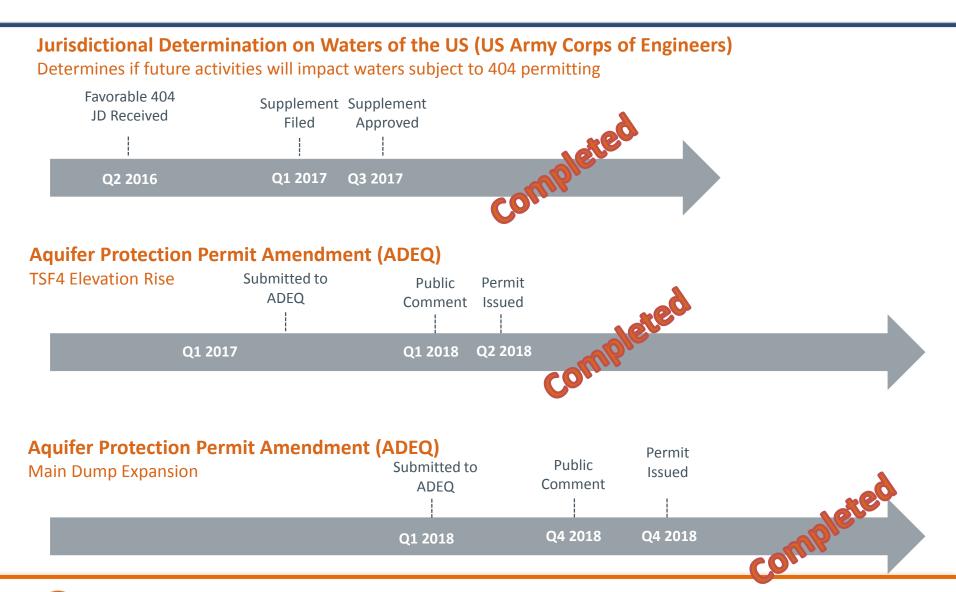
# 36 acre "Ask" and Reauthorization

- Build to APP permitted elev. of 3,860-ft
- Authorize Sand Trap on west
- Subsume Boundary Dam on south
- Reposition Reclaim
  Pond
- Post-Use Reclamation



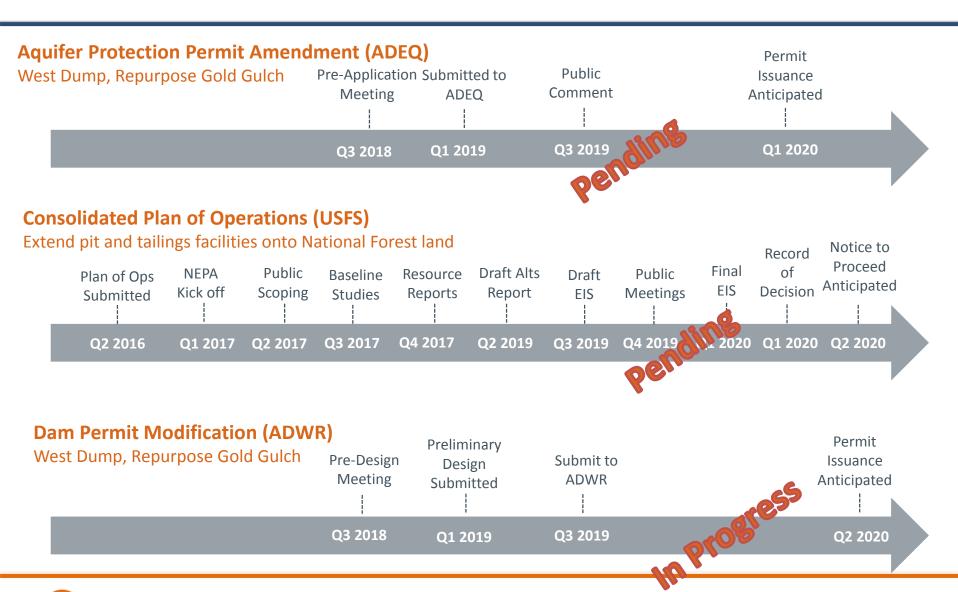


## **Expansion Permitting Timelines**





## **Expansion Permitting Timelines**







#### For additional information:

#### Mike Wickersham

General Manager

2911 N. Forest Road 287

Miami, AZ 85539

Phone: 928-473-6201

Email: mwickersham@pintovalleymining.com

#### Tim Ralston

Manager – Land, Permitting & Regulatory Affairs

2911 N. Forest Road 287

Miami, AZ 85539

Phone: 928-473-6302

Email: tralston@pintovalleymining.com

#### **ARF-5344**

#### Regular Agenda Item 3. A.

#### **Regular BOS Meeting**

Meeting Date: 03/19/2019

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

<u>Department:</u> Sheriff's Office

Fiscal Year: FY2020 Budgeted?: Yes

Contract Dates July 1, 2019 through Grant?: Yes

Begin & End: June 30, 2020

Matching Yes <u>Fund?</u>: Renewal

Requirement?:

#### <u>Information</u>

#### Request/Subject

FY 2020 Drug, Gang, and Violent Crime Control Grant Application.

#### **Background Information**

On February 28, 2019, the Gila County Sheriff's Office electronically submitted the FY 2020 Arizona Criminal Justice Commission (ACJC) Drug, Gang, and Violent Crimes Grant Application in the amount of \$821,714. The grant application had to be submitted online no later than March 1, 2019.

#### **Evaluation**

The ultimate initiative of the Gila County Drug, Gang and Violent Crimes Task Force is to protect life, property and the rights of individuals, so it is imperative that the Sheriff's Office continue to submit grant applications to the ACJC to obtain continued grant funding for its Task Force. The source of the matching funds that are required will come from the County's General Fund. The deadline to electronically submit the grant application was March 1, 2019. The Sheriff's Office completed the grant application on February 28, 2019; therefore, there wasn't sufficient time to present the application to the Board of Supervisors for approval before the application deadline.

#### <u>Conclusion</u>

On February 28, 2019, the Gila County Sheriff's Office electronically submitted the FY 2020 ACJC Drug, Gang and Violent Crime Control Grant Application in the amount of \$821,714 for a performance period of July 1, 2019, through June 30, 2020, to provide salaries and employment related expenses for the Task Force. Per County process, the Sheriff's Office is requesting the Board of Supervisors' authorization for its submittal of the grant application.

## Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the electronic submission of a grant application for the FY20 20 Arizona Criminal Justice Commission Drug, Gang and Violent Crime Control Grant Application in the amount of \$821,714 for a performance period of July 1, 2019, through June 30, 2020, to provide salaries and employment related expenses for the Task Force.

# Suggested Motion

Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a FY 2020 Drug, Gang and Violent Crime Control Grant Application in the amount \$821,714 (25% match requirement) submitted to the Arizona Criminal Justice Commission to renew grant funding that will be used for the salaries and benefits of the Gila County Sheriff's Office Drug, Gang, and Violent Crimes Task Force. (**Travis Baxley**)

**Attachments** 

**Grant Application** 

Application Created: 11:24 AM, 2/25/2019 Application Submitted: 12:30 PM, 2/28/2019

ACJC Grant Program: Drug, Gang, and Violent Crime Control

Period Title: FY20 CYCLE 33

Project Title: Gila County Drug, Gang, and Violent Crimes Task Force

Purpose Area: A - Apprehension

Is this a continuation

Applicant Agency:

request? No

Agency Name: Gila County Sheriff's Office

Department Name: None

Federal Tax ID: 866000444

DUNS Number: 074462102

AFIS Vendor ID: 01000015182

AFIS Mail Code: 400

Participating Agencies: Arizona Department of Public Safety

Gila County Sheriff's Office

Gila County Attorney's Office

Globe Police Department

Hayden Police Department

Miami Police Department

Payson Police Department

San Carlos Apache Police Department

San Carlos Apache Recreation and Wildlife Law Enforcement Division

Tonto Apache Police Department

United States Drug Enforcement Administration

United States Federal Bureau of Investigaitons

White Mountain Apache Police Department

White Mountain Apache Game and Fish Department

Authorized Official: Shepherd, John A (Sheriff)

Mailing Address:
PO Box 311

Globe, Arizona 85502

Email: ashepherd@gilacountyaz.gov

Phone: 928-402-1873 Fax: 928-425-5674

Agency: Gila County Sheriff's Office

Department: Administration

Project Official: Baxley, Travis W (Commander)

Mailing Address:

PO Box 311

Globe, Arizona 85502

tbaxley@gilacountyaz.gov

Phone: 928-402-1873 Fax: 928-425-5674

Agency: Gila County Sheriff's Office

Department: Task Force

## **Project Mission Statement**

Response is limited to 1,500 characters, including spaces.

Email:

Enter narrative below:

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

Through this Multi-Agency effort, the Task Force:

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

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

#### **Problem Statement**

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

Enter narrative below:

## Limited resources

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

## **Criminal Organizations**

The nexus that Gila County has to Mexico is that it is a major corridor in Arizona for illegal human and drug trafficking from its borders. According to the United States Drug Enforcement Administration, Arizona serves as a major distribution, hub, storage area and transshipment point for Mexican marijuana, methamphetamine, cocaine, and heroin being smuggled into domestic cities throughout the United States [ii]. Gila County has identified five (5) major drug corridor routes: U.S. Hwy 60 from Phoenix through the State of New Mexico, U.S. Hwy 70 from Lordsburg, New Mexico to I-40, SR 77 from Tucson to I-40, SR 87 from Phoenix to I-40, and SR 73 off Hwy 60 through the White Mountain Apache Reservation to Hwy 260. Phoenix, Tucson, Lordsburg, and other metropolitan areas are in close proximity to Gila County and have been deemed distribution centers for Mexico, Columbia, and Asian countries [iii].

During 2018/19 the collaboration between the Gila County Drug, Gang, and Violent Crimes Task Force (Task Force), D.E.A., Arizona D.P.S., Federal Bureau of Investigations disrupted/dismantled one major drug trafficking organization operating out of Mexico and Arizona [iv]

In 2018/2019 the Task Force conducted 1,825 interdiction stops [v] of which 900 on the five major drug corridor routes: U.S. Hwy 60, Hwy 70, Hwy 77 and SR 87 and SR73. During these 900 interdiction details, 300 suspects were arrested.

Like the national trend the Task Force has seen an increase in the amount of methamphetamine seized (1764%) [vi] and an increase in the amount of hashish seized (4066%) [vii].

## **Controlled Prescription Drugs and Heroin**

Opioid analgesics (codeine, morphine, oxycodone, hydrocodone, and methadone) have been linked to the largest number of overdose deaths of any illicit drug class, outpacing those for cocaine and heroin combined [viii]. Gila County has seen a 68% increase in "Inpatient Discharges and Emergency Room Visits Related to Drug Dependence and Drug Abuse" during 2012 – 2016 compared to a 45% statewide increase [ix].

As a community based program, the Task Force coordinated with the "Crossing Hospice" Care Center to try to curtail the availability of pharmaceutical narcotic prescription drugs. This collaboration of taking for destruction the narcotic drugs left behind by deceased individuals curtails the availability of drug reaching the street.

Like the national trend the Task Force has seen an increase in heroin (1125%, comparing 2016/17 to 2018/19) which is known to have similar chemical properties and physiological impacts to prescription opioids. It is also considered to be a cheaper option and more available [x].

## **Tribal Reservation Law Enforcement**

The San Carlos Apache, Tonto Apache and White Mountain Apache Reservations pose a great challenge to law enforcement as it relates to the inability to enforce laws, gather intelligence on drug trafficking and gang activities, and utilization of resources to suppress criminal activities traveling through and into our communities. The Task Force has collaborated with the tribal and federal law enforcement agencies assisting and sharing case information as well as working on the indoor/outdoor marijuana cultivation investigations. About 17% of the agency assists were executed on Tribal Land [xi].

## **Gang Activity**

The Arizona Gang Threat Assessment (2018) reported targeted patrols, multi-agency gang task forces, and having a dedicated gang/unit officer as the most frequently used suppression strategies and all were generally reported to be effective methods for reducing the gang problem [xii]. The Task Force has identified a strong representation of outlaw motorcycle gangs [xiii] such as the "Loners", the "Loose Cannons", the "Huns", the "Hell Angels" the "Mongols" and the "Vagos" in Gila County. Intelligence shows that a "Hell Angels" associate has purchased property in northern Gila County as a hidden owner for the outlaw motorcycle gang. The associate also provided financial assistance in operation of a local business in southern Gila as well as becoming a hidden co-owner for the outlaw motorcycle gang.

Additionally the "Loners", and the "Loose Cannons", motorcycle members are actively being used by the "Hell Angels" to recruit new members. Recent collaborated intelligence showed that the "Loose Cannons" have moved into Gila County and opened club houses and purchased property in southern and northern Gila County. It has been well published the outlaw motorcycle gangs are involved in distribution of illegal drugs and have used violence as part of the criminal enterprises [xiv].

In 2017/2018 the Task Force exposed gang affiliation in three separate criminal investigations in collaboration with the Gila County Sheriff's Office, the Arizona Department of Public Safety GITTEM [xv]. These cases involved suspects from the "East Side Globe Crips" which have ties to the Mexican Mafia and New Mexican Mafia prison gangs. The other gangs identified were the members of the prison gang "Warrior Society" a prison gang from the federal corrections systems.

#### Marijuana Cultivation Sites

Like the national trend [xvi] the Task Force has seen an increase (from 2017 to 2018) in the amount of marijuana plants being seized (275%) [xvii]. The Tonto National Forest is very conducive to the cultivation/distribution of marijuana due to its abundant water supply, elevation, vast remote forest lands, and dense vegetation making aerial surveillance difficult. Marijuana grow sites that we have encountered are generally at the bottom of steep ravines, with no direct trails that lead into the grow sites. The primary suspects found in grow sites, sales; distribution and smuggling are undocumented aliens which is indicative of large drug organizations/DTO inside and outside of the United States. The grow sites also have a direct impact on public safety; suspects are known to be armed and have fired upon unsuspecting hikers, campers, hunters, and forest service personnel who accidentally have stumbled upon a grow site. Environmental issues are also a concern to the forest area due to the increased fire hazards from unsafe propane usage, unattended fires, destruction/cutting of forest trees and brush, the use of fertilizers and pesticides, processing and packing materials, and human waste/garbage.

[i] https://www.census.gov/quickfacts/fact/table/phoenixcityarizona,gilacountyarizona/PST045217

- [iii] NDTA 2018.pdf
- iv On-going investigation
- [v] Gila County Threat Assessment.pdf
- [vi] Gila County Threat Assessment.pdf and NDTA 2018.pdf
- [vii] 2018 Arizona Gang Threat Assessment.pdf
- [viii] Gila County Threat Assessment.pdf and NDTA 2018.pdf
- [ix] NDTA 2018.pdf
- [x] ADHS Table B3 2012-2016.pdf, and ADHS Table E4 2012-2016.pdf
- [xi] Gila County Threat Assessment.pdf and NDTA 2018.pdf
- [xii] 2018\_Arizona\_Gang\_Threat\_Assessment.pdf
- [xiii] Gila County Threat Assessment.pdf
- [xiv] NDTA 2018.pdf
- [xv] Gila County Threat Assessment.pdf
- [xvi] NDTA 2018.pdf
- [xvii] EDGE Report 2013-2018.pdf

### **Project Summary**

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

Enter narrative below:

#### **Task Force Program**

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

## **Task Force Capacity**

The Task Force is overseen by a four-member Task Force board consisting of Gila County Sheriff, Director of AZ DPS, Gila County Attorney, and Chief of Globe PD. The Gila County Sheriff's Office (GCSO) is the umbrella agency and handles the administrative and financial operations of the Task Force. It is comprised of a Task Force Commander (GCSO), a Sergeant (GCSO), five detectives (2 Globe PD, 3 GCSO) and two K-9 units (GCSO) which are based out of Globe and Payson. The Gila County Attorney's Office has a prosecutor assigned to all the cases maintaining a strong working relationship. The Task Force serves an approximate population of 54,000 people encompassing approximately 4,760 square miles.

#### Task Force Activities

### Interdiction

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

#### Education

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

• Providing drug awareness education and K-9 demonstrations throughout Gila County, the San Carlos Apache Reservation, the Tonto Apache Reservation, and the White Mountain Apache Reservation [1].

- Raising awareness of substance abuse, substance-abuse prevention, treatment programs, and programs offered through law
  enforcement along with the criminal justice system within our communities.
- Reaching both adult and juvenile populations [2].

## Collecting and destroying prescription medications

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

## Multi-Agency/Multi-Jurisdictional Unit

The Task Force leads its activities by working with every law enforcement officer in Gila County.

For example the Task Force:

- Responds with specialized personnel to the investigative needs of Departments [3] where there are insufficient criminal investigators in their agencies.
- Conducts warrant roundups for drug, gang, and violent crime offenders [4].
- Coordinates criminal interdiction details of the major drug corridor routes consisting of U.S. Hwy 60 and 188 and State Routes 70, 73, 77, and 87 [5].

### Sustainability Plan

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

#### Gaps in Service

Even with decreasing grant funding over the past years, the Task Force's performance measure has improved over the years [6]: the drug value removed per grant dollar expended increased as well as the number of arrests per investigation. This indicates the Task Force's effective use of grant money awarded. An increase in funding would give the Task Force the opportunity to realize its full potential and achieve its mission to complete and prosecute cases that would otherwise go uninvestigated, to disrupt, interdict, and dismantle drug, gang, and violent crimes to reduce criminal activities inside and outside our communities.

## **Evidence Based**

Since 2014 the Task Force has been using a method similar to the "High Point Drug Market Intervention", rated "Effective" by the National Institute of Justice [7]. High-density crime areas were identified; additional surveillance was added in these areas, identifying dealers in these neighborhoods. Task Force made cases against each individual by using undercover officers or confidential informants who made purchases from these individuals that were recorded by digital audio and video surveillance. Identified offenders were explained the sanctions of their offenses and the need to stop future offending. During the "Resource Delivery" the Task Force spoke with offenders (that were used as informants) and informed them that if they continued dealing they would be arrested immediately; however, if they chose to stop moving forward no punitive action would be taken against them. This let offenders know the consequences and know that their chances of being arrested were far greater than they had previously thought. Offenders were referred to services in the community to assist them in their efforts to stop dealing. Since 2014 we've not seen our informants arrested for drug related crimes.

#### Task Force FY18 Quarterly Highlights [8]

October 2017, Task Force collaborated with detectives from San Carlos Apache PD and conducted a traffic stop on Hwy 70. During the investigation, 302.1 grams methamphetamines, 8 grams hydroponic marijuana, \$12,533.00 in U.S. Currency, 131 drug paraphernalia items, one semi-automatic handgun, eight other weapons, and 618 rounds of ammunition were seized. One suspect was arrested, and information from the investigation revealed the suspect was a major methamphetamine supplier for the Globe and Miami and San Carlos Apache Reservation. Information from this investigation was passed onto to Bureau of Indian Affairs Narcotics Division, as well as US DEA.

August 2017, Task Force collaborated with FBI, GCSO, Gila County Attorney's Office, and Globe PD and conducted a follow-up

investigation at a residence in Globe, AZ. During the investigation a search warrant was executed, a task force K-9 was deployed and one of two possible suspects of an armed robbery at a business on White Mountain Apache Reservation was apprehended after barricading himself in residence. Seized were 8.2 grams methamphetamine (street value \$8,200), 7.9 grams heroin (street value \$7,900), two prescription pain pills, 30 drug paraphernalia items, along with a firearm that matched the weapon that was utilized in the armed robbery. Five suspects were arrested for various drug charges including distribution of narcotic and dangerous drugs. Information from the investigation was passed onto the FBI, the US DEA, and Arizona HIDTA.

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

[2] School districts, Community Bridges, Boys and Girls Clubs of America and the Arizona Youth Partnership

[3] Globe PD, Miami PD, Hayden PD, Payson PD, San Carlos Apache PD, San Carlos Recreation and Wildlife Department Law Enforcement Division, Tonto Apache PD, White Mountain Apache PD, and White Mountain Apache Game and Fish Department.

[4] Warrant roundups for drug, gang, and violent crime offenders: AZ DPS, GCSO, Gila County Adult Probation, Globe PD, Hayden PD, Payson PD, San Carlos Apache PD, Tonto Apache PD, White Mountain Apache PD, US Forest Service, US FBI, and the US Marshall's Fugitive Task Force.

[5] Conducts criminal interdiction details of the major drug corridor routes: AZ DPS, GCSO, Globe PD, Hayden PD, Miami PD, Payson PD, Phoenix PD, US DEA, San Carlos Apache PD, Tonto Apache PD, and White Mountain Apache PD.

[6] EDGE Report Data 2013 - 2018.pdf

[7] High Point Drug Market Intervention.pdf

[8] Edge Report 2018.pdf

### **Project Collaboration**

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

Enter narrative below:

#### **Local Agencies:**

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

- Apache County Sheriff's Office
- Apache County Sheriff's Special Crimes Enforcement Team
- Maricopa County Sheriff's Office
- Navajo County Sheriff's Major Criminal Apprehension Team
- Yavapai County Partners Against Narcotics Trafficking

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

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

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

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

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

- Gilbert Police Department
- Glendale Police Department
- Graham County Sheriff's Office
- Hayden Police Department
- Mesa Police Department
- Navajo County Sheriff's Office
- Pima County Sheriff's Office
- Pinal County Sheriff's Office
- Pinetop/Lakeside Police Department
- Safford Police Department
- Santa Cruz County Sheriff's Office
- Show Low Police Department
- Yavapai County Sheriff's Office

#### The Task Force K-9 Unit coordinates:

- K-9 training between the Chandler Police Department and the Task Force
- K-9 training between the Globe Police Department and the Task Force
- K-9 training between the Payson Police Department and the Task Force
- Efforts in K-9 training and certification for the Arson K-9 program for the Globe Fire Department
- Random K-9 drug sniffs of the Gila County Sheriff's Office Detention Center in collaboration with the detention staff of the Gila County Sheriff's Office

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

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

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

• Gila County Attorney's Office

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

Gila County Adult Probation Department

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

Gila County Sheriff's Office

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

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

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

Phoenix Police Department Fugitive Task Force

## **State Agencies:**

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

Arizona Attorney General Office Asset Forfeiture Unit

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

Arizona Department of Child Safety Services in Gila County

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

Arizona Department of Corrections Services

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

Arizona Department of Liquor Control

The Task Force coordinates efforts with drug interdictions through their K-9 Units and uniform personnel working the major thoroughfares such as U.S. Highway 60, U.S. Highway 70, State Route 73, State Route 77, State Route 87, State Route 188 and State Route 288 in collaboration with:

Arizona Department of Public Safety Highway Patrol Division

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

Arizona Department of Public Safety GIITEM Division

The Task Force collaborates investigation involving methamphetamines and/or butane hash oil lab investigations with:

- Arizona Department of Public Safety Special Operations Unit/Explosive Ordinance Division/Criminal Investigation Division
- Maricopa County Sheriff's Office Clandestine Drug Lab Task Force
- U.S. Drug Enforcement Administration
- Arizona Department of Public Safety is also an active participant in daily case investigations

The Task Force also provides instruction on clandestine methamphetamine and/or butane hash oil lab entries with:

Arizona Department of Public Safety Special Operations Unit

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

- Arizona HIDTA Phoenix area
- Arizona HIDTA Tucson area
- RISSAFE

### **Out of State Agencies:**

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

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

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

Otero County District Attorney's Office

## Federal Agencies:

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

- Alliance to Combat Transnational Terrorism
- United States Homeland Security Investigations

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

- Arizona HIDTA
- United States Drug Enforcement Administration

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

- Arizona HIDTA/Domestic Highway Enforcement
- United States Drug Enforcement Administration

The Task Force collaborates with intelligence sharing reference to ongoing and current trends in weapon violations, explosive violations and case law with:

United States Bureau of Alcohol, Tobacco, Firearms and Explosives

The Task Force collaborates with intelligence on border crossing suspect(s) with:

- United States Border Patrol
- United States Homeland Security Investigations

The Task Force collaborates with intelligence and criminal investigations on the San Carlos Apache Indian Reservation, Tonto Apache Indian Reservation, and White Mountain Apache Indian Reservation with:

- United States Bureau of Indian Affairs Criminal Investigation Division
- Unites States Federal Bureau of Investigations

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

• United States Forest Service Law Enforcement Division

The Task Force coordinates with H.S.I. Agents on undocumented aliens' detention, intelligence, and identification in collaboration with:

United States Homeland Security Investigations

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

United States Marshall's Service Fugitive Task Force

## **Tribal Agencies:**

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

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

## Schools:

The Task Force collaborates will all the school listed in conducting drug awareness presentations, K-9 demonstrations, and K-9 drug sniff's for contraband on a continuing basis:

### **Elementary School:**

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

## Middle School, Junior High:

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

#### High School:

- Alchesay High School, Whiteriver, Arizona
- Dishchiibikoh Community School, Cibeque, Arizona
- Globe High School, Globe, Arizona
- Hayden High School, Winkelman, Arizona
- Miami High School, Miami, Arizona
- Payson High School, Payson, Arizona
- San Carlos High School, San Carlos, Arizona

## Other Organizations:

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

Arizona Public Service, Globe, Arizona

- Arizona Water Company, Miami, Arizona
- City of Globe Water Department, Globe, Arizona
- Southwest Gas Company, Globe, Arizona

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

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

These hospitals also provided patients with resource on drug abuse.

#### The Task Force collaborates with:

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

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

- Freeport McMoran Copper and Gold Mine, Miami, Arizona
- Resolution Copper Mine, Miami, Arizona

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

#### Enter narrative below:

In April 2018, the Gila County Drug, Gang, and Violent Crimes Task Force in a collaborated effort with the Tonto Apache Reservation PD, the Arizona Department of Public Safety, the United States Federal Bureau of Investigations, the United States Bureau of Indian Affairs Drug Enforcement Division and the United States Drug Enforcement Administration conducted an investigation at the Matazal Casino on the Tonto Apache Reservation. During the investigation indicators of criminal activity were observed and a Task Force and Tonto Apache PD K-9 conducted a drug sniff of the vehicle and alerted to the presence of a drug odor coming from within the vehicle. During a search of the vehicle, 21 pounds of methamphetamine (street value \$1,190,700), 28.5 grams of high-grade marijuana (street value \$2,850), and 0.5 grams of heroin (street value \$60) were found in the vehicle. Information from the investigation was passed on to the United States Drug Enforcement Administration in Minnesota, the United States Bureau of Indian Affairs Drug Enforcement Division, the Phoenix PD Narcotics Bureau and the Tucson PD Narcotics Bureau.

In September 2018, the Task Force in a collaborated effort with the Gila County Sheriff's Office and Globe PD conducted a traffic stop on Hwy 60 in Southern Gila County. During the traffic stop investigation, indicators of criminal activity were observed and a Task Force K-9 was deployed for a drug sniff of the vehicle. The Task Force K-9 alerted to the vehicle and as part of the investigation, 118.7 grams of methamphetamine, 31.1 grams of heroin, 3 grams of marijuana, 8 narcotic prescription pain pills along with 11 drug paraphernalia items were seized. Also seized as part of this investigation was 1 vehicle and \$1,487.00 in U.S. currency. Two suspects were arrested and charged with numerous drug violations. Intelligence gathered from this investigation was passed onto the United States Drug Enforcement Administration and the Phoenix PD Narcotics Bureau.

In November and December of 2018, the Task Force in a collaborated effort with the Arizona Department of Public Safety Criminal Targeting Unit, GIITEM, the Gila County Attorney's Office, Globe PD and the Gila County Sheriff's Office conducted a drug investigation into separate drug trafficking organizations in Southern Gila County. In a collaborated effort, two search warrants were conducted on two separate drug houses. As part of these investigations, 117 grams of methamphetamine (street value \$17,700.00), 5 grams of high-grade marijuana and over 40 drug paraphernalia items were seized. Also seized in the investigation was a semi-automatic

handgun and 2500 rounds of ammunition. Nine suspects were arrested because of this investigation.

In December 2018, the Task Force in a collaborated effort with the US Federal Bureau of Investigations, US Drug Enforcement Administration, US Immigration and Customs Enforcement, Arizona Department of Public Safety Special Weapons and Tactics Unit, Phoenix PD Special Weapons and Tactics Unit, Mesa PD Special Weapons and Tactics Unit conducted an investigation into a drug trafficking organization and human smuggling organization in the Phoenix metro area and Pinal County. During the investigations, 6 search warrants were executed at various locations in the Phoenix metro area and Pinal County. As part of the investigations the following items were seized: 6 firearms, \$4,113.00 in US currency, 290.3 grams of heroin (street value \$36,288), 2,268 grams of methamphetamine (street value \$113,400), 2,268 grams of marijuana (street value \$8,000), 4 vehicles. Five suspects were arrested on numerous drug and weapon charges. Seven suspects were turned over to US Immigration and Customs Enforcement for deportation procedures. Because of the collaborative effort, a drug trafficking organization was disrupted/dismantled. Investigation is still ongoing.

#### **Evaluation Plan**

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

#### Enter narrative below:

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

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

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

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

## Objectives (please complete at least 1):

| <b>Description</b>  | %             | #  | Performance Measure   |  |  |
|---|---------------|----|---|--|--|
| 1.1 Increase arrest for importing/transporting of illicit drugs | %             | 45 | Number of arrests for transport/importing of drugs              |  |  |
| 1.2 Increase arrests for the distribution of illicit drugs      | %             | 35 | Number of arrest for distribution/sale of drugs                 |  |  |
|   | <b>毗¶ 職40</b> | 40 | Number of arrests for buying and receiving drugs                |  |  |
| 1.3 Disrupt methamphetamine labs                                | %             | 85 | Number of methamphetamine related investigations                |  |  |
|   | %             | 2  | Number of clandestine labs seized                               |  |  |
|   | %             | 2  | Number of methamphetamine sites referred for mitigation/cleanup |  |  |
| 1.4 Eradicated marijuana grows                                  | %             | 12 | Initiate investigations and arrest of suspects cultivating      |  |  |
|   | %             | 6  | Number of indoor marijuana grows                                |  |  |

|   | % | 10 | Number of outdoor marijuana grows                             |
|---|---|----|---|
| 1.5 Disrupt or dismantle drug trafficking organizations | % | 7  | Number of drug trafficking organizations disrupted            |
|   | % | 7  | Number of drug trafficking organizations dismantled           |
| 1.6 Arrest members of criminal street organizations     | % | 30 | Number of arrests of criminal street gang members             |
| 1.7 Increase number of prescription drugs for sale      | % | 10 | Number of arrests for distribution/sale of prescription drugs |
|   | % | 25 | Number of arrests for buy and receiving prescription drugs    |
|   | % | 25 | Number of arrests for possession of prescription drugs        |

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

Objectives (please complete at least 1):

| Description  | % | #  | Performance Measure  |
|--|---|----|--|
| 2.1 Conduct coordination or collaborative activities with other agencies | % | 20 | Number of deconfliction events   |
|  | % | 30 | Number of tips/leads to other task forces  |
|  | % | 3  | Number of counter terrorism referrals  |
|  | % | 10 | Number of drug-endangered child referrals or calls to the Arizona Department of Child Safety |
|  | % | 70 | Number of drug interdiction activity assists   |
| 2.2 Conduct Intelligence-driven collaborative investigations             | % | 40 | Number of trainings provided to law enforcement /prosecutorial agencies                      |
|  | % | 10 | Number of training provided to community/civic organizations                                 |
|  | % | 15 | Number of presentations provided to educational facilities                                   |

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

Objectives (please complete at least 1):

| Description  | % | #  | Performance Measure  |
|--|---|----|--|
| 3.1 Conduct, coordination, and collaborative presentations with other law enforcement agencies | % | 10 | Number of training provided to law enforcement/prosecutorial agencies. |
| 3.2 Conduct, coordination and collaborative presentations with community organizations         | % | 9  | Number of training provided to community/civic organizations           |
| 3.3 Conduct, coordination, and collaborative presentations with educational facilities         | % | 9  | Number of presentations provided to educational facilities             |

#### Personnel

Enter narrative below:

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

- (1) GCSO Commander, to direct the Task Force and to enforce Local, State, and Federal Laws, according to policies, procedures and regualtions
- (1) GCSO Sergeant, to help manage the operations of the Task Force, enforce Local, State, and Federal Laws, according to policies, procedures and regulations
- (3) GCSO Detectives, to facilitate the justice process by conducting investigations into serious crimes as well as enforce Local, State, and Federal Laws, according to policies, procedures and regulations
- (1) GCSO Accounting Clerk, to facilitate the accounting operation for the Task Force and to ensure compliance with all State and Federal Laws along with County and Internal policies and procedures

## Full Time/Part Time

| Position Title        | # Pos (FTE) | Annual Salary | Subtotal Salary | ERE Rate | ERE Subtotal | Total        |
|-----------------------|-------------|---------------|-----------------|----------|--------------|--------------|
| GCSO Commander        | 1           | \$92,834.41   | \$92,834.41     | 73.84%   | \$68,552.74  | \$161,387.15 |
| GCSO Sergeant         | 1           | \$65,896.74   | \$65,896.74     | 77.68%   |              | \$117,082.10 |
| GCSO Detective        | 1           | \$59,591.92   | \$59,591.92     | 79.07%   |              | \$106,712.38 |
| GCSO Detective        | 1           | \$51,858.21   | \$51,858.21     | 81.25%   |              | \$93,992.59  |
| GCSO Detective        | 1           | \$51,961.23   | \$51,961.23     |          |              | \$94,162.01  |
| GCSO Accounting Clerk | 1           | \$30,898.79   | \$30,898.79     |          |              | \$44,977.70  |

Salary Subtotal: \$353,041.00 ERE Subtotal: \$265,273.00

Total: \$618,314.00

## Overtime

| Position Title | Hours | Hourly Wage | Subtotal Wages | ERE Rate | ERE Subtotal | Total        |
|----------------|-------|-------------|----------------|----------|--------------|--------------|
|                |       |             |                |          | Wages Subt   | otal: \$0.00 |
|                |       |             |                |          | ERE Subt     | otal: \$0.00 |
|                |       |             |                | <u>.</u> |              | otal: \$0.00 |

## ERE Breakdown

## Enter narrative below:

| GCSO Commander Position                | \$92,834.41 | GCSO Task Force Sergeant               | \$65,896.74 |
|--|-------------|--|-------------|
| Health Insurance (\$8,100/annually)    | 8.73%       | Health Insurance (\$8,100/annually)    | 12.29%      |
| Deputies Retirement                    | 53.39%      | Deputies Retirement                    | 53.39%      |
| FICA/Medicare                          | 7.65%       | FICA/Medicare                          | 7.65%       |
| Deputies Workman's Comp                | 3.43%       | Deputies Workman's Comp                | 3.43%       |
| Clothing Allowance (\$600.08/annually) | 0.65%       | Clothing Allowance (\$600.08/annually) | 0.91%       |
| Total ERE                              | 73.84%      | Total ERE                              | 77.68%      |
|  |             |  |             |
| GCSO Task Force Detective Position     | \$59,591.92 | GCSO Task Force Detective Position     | \$51,858.21 |
| Health Insurance (\$8,100/annually)    | 13.59%      | Health Insurance (\$8,100/annually)    | 15.62%      |
|  |             |  |             |

| Deputies Retirement                    | 53.39%      | Deputies Retirement                    | 53.39%      |
|--|-------------|--|-------------|
| FICA/Medicare                          | 7.65%       | FICA/Medicare                          | 7.65%       |
| Deputies Workman's Comp                | 3.43%       | Deputies Workman's Comp                | 3.43%       |
| Clothing Allowance (\$600.08/annually) | 1.01%       | Clothing Allowance (\$600.08/annually) | 1.16%       |
| Total ERE                              | 79.07%      | Total ERE                              | 81.25%      |
|  |             |  |             |
| GCSO Task Force Detective Position     | \$51,961.23 | GCSO Accounting Clerk Position         | \$30,898.79 |
| Health Insurance (\$8,100/annually)    | 15.59%      | Health Insurance (\$8,100/annually)    | 26.21%      |
| Deputies Retirement                    | 53.39%      | Retirement                             | 11.50%      |
| FICA/Medicare                          | 7.65%       | FICA/Medicare                          | 7.65%       |
| Deputies Workman's Comp                | 3.43%       | Workman's Comp                         | 0.20%       |
| Clothing Allowance (\$600.08/annually) | 1.15%       | Total ERE                              | 45.56%      |
| Total ERE                              | 81.22%      |  |             |

## **Consultant/Contractual Services**

Enter narrative below:

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

| Expense Type                      | Hours | Rate    | Total               |
|-----------------------------------|-------|---------|---------------------|
|                                   | 2,080 | \$48.89 | \$101,700.14        |
| Globe Police Department Detective | 2,080 | \$48.89 | \$101,700.14        |
|                                   |       |         | Total: \$203,400.00 |

## Travel (In State)

Enter narrative below:

| Expense Type | Units | Amount | Total         |
|--------------|-------|--------|---------------|
|              |       |        | Total: \$0.00 |

## Travel (Out of State)

Enter narrative below:

| Expense Type | Units | Amount | Total         |
|--------------|-------|--------|---------------|
|              |       |        | Total: \$0.00 |

## Confidential Funds

Enter narrative below:

| Expense Type |      | Amount | Total         |
|--------------|------|--------|---------------|
|              | ···· |        | Total: \$0.00 |

## **Other Operating Expenses**

Enter narrative below:

| Expense Type | Туре                                   | Quantity | Each | Total                  |
|--------------|--|----------|------|------------------------|
|              |  |          | Sup  | plies Subtotal: \$0.00 |
|              | Registration/Training Subtotal: \$0.00 |          |      |                        |
|              |  |          | 0    | ther Subtotal: \$0.00  |
|              |  |          |      |                        |

## **Equipment Purchases**

Enter narrative below:

| Expense Type | Туре | Quantity | Each    | Total                  |
|--------------|------|----------|---------|------------------------|
|              |      |          | Ca      | pital Subtotal: \$0.00 |
|              |      |          | Non-Caj | pital Subtotal: \$0.00 |
|              |      |          |         | Total: \$0.00          |

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

**Total Project Cost** 

State: \$328,686.00

Federal: \$287,600.00

Match: \$205,428.00

Grand Total: \$821,714.00

**Financial Capacity** 

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

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

## **Audit Requirements**

Provide the date of your last financial audit (A-133 or independent audit). 6/30/2016

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

## Policies & Procedures

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

Does the organization maintain written codes of conduct for employees? Yes

Does the organization maintain written procurement policies and procedures? Yes

## **Accounting System**

Is there a separate account maintained for grant funds? Yes

How frequently does posting to the General Ledger occur? Daily

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

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

## **Internal Controls**

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

Yes

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

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

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

Yes

Are all accounting entries and payments supported by source documentation?

Yes

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

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

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

#### NOTE:

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

1. Submission of proof of 501(c)(3) status from the Internal Revenue Service.

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

Max size per upload 10MB.

Task Force Commander job description.pdf

Task Force Sergeant job description.pdf

Task Force Detective job description.pdf

Accounting Clerk job description.pdf

GilaCountyJune30 2016AnnualFinancialAndSingleAuditReports.pdf

RE Recent Completed Audit (1).pdf

Gila County Sheriff's Office Letter of Support.pdf

DEA Letter of Support for Gila County.pdf

San Carlos Police Department Letter of Support.pdf

US Forest Service Letter of Support.pdf

White Mountain Apache Game & Fish Letter of Support pdf

White Mountain Apache PD Letter of Support.pdf

Globe Police Department Letter of Support.pdf

Miami Police Department Letter of Support.pdf

app5209 Census Data Gila County.pdf

app5209 High Point Drug Market Intervention.pdf

DIR-032-18 2018 NDTA final low resolution.pdf

2018 Arizona Gang Threat Assessment.pdf

ADHS Table B3 2012-2016.pdf

ADHS Table E4 2012-2016.pdf

Budget FY20.pdf

EDGE Report Data 2013 - 2018.pdf

EDGE\_FY2018 Final.pdf

Gila County Threat Assessment.pdf

Gila County Attorney Letter of Support.pdf

## SPECIAL CONDITION(S)

- GRANTEE must verify Agency Point of Contact (APOC), Financial Point of Contact (FPOC), Program Point of Contact (PPOC), and Authorized Official contact information in the Grants Management System (GMS), including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the GMS to document changes. In addition the FPOC and PPOC must be assigned by the APOC prior to payments being made.
- GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and
  procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval,
  if appropriate, and subject informed consent.
- 1. GRANTEE agrees to comply with all confidentiality requirements of 42 U.S.C section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
- 1. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.
- 1. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
- 1. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.
- 1. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). Task force members need only take the training once every four years. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.
- GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.
- GRANTEE agrees that within 45 days of award, for any agency that is eligible to receive income as a result of grant-funded activities, it will complete the ACJC Program Income Worksheet.
- 1. GRANTEE agrees to the completion of the Benchmarks Worksheet within 45 days of award.

- Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperofinancetools.org). For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
- Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.
- 1. GRANTEE must comply with all provisions of Title 8, United States Code, Section 1373, which addresses the exchange of information regarding citizenship and immigration status among federal, state, and local government entities and officials.
- GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification
  regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing
  that it has met this requirement.
- GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as
  defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National
  Environmental Policy Act (NEPA), found at 40 CFR Part 1500.
- 1. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <a href="http://www.ojp.usdog.gov/BJA/resource/nepa.html">http://www.ojp.usdog.gov/BJA/resource/nepa.html</a> for programs relating to methamphetamine laboratory operations.
- 1. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.
- 1. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.
- If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be
  uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of
  Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered
  into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer
  to the NIJ DNA Backlog Reduction Program, available at
  www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

presented in this application is correct; there has been appropriate coordination with affected agencies; and the applicant agency will comply with the provisions of all applicable laws and conditions if awarded funds.

## **ARF-5372**

# Regular Agenda Item 3. B.

## Regular BOS Meeting

Meeting Date: 03/19/2019

Submitted For: James Menlove, County Manager

Submitted By: Marian Sheppard, Clerk of the Board

<u>Department:</u> County Manager

## **Information**

# Request/Subject

FY 2020 Capital Investment Plan (CIP) Discussion

# Background Information

County staff have identified a number of various issues with facilities that are necessary to provide essential services to the County.

## **Evaluation**

Staff will present the CIP including estimated costs for each project. The CIP is a high level list of projects the County will undertake in fiscal year (FY) 2019-2020.

# Conclusion

Some of the projects can be completed in the short-term while other projects may take a couple of years to complete; therefore, it is essential to prioritize these projects as soon as possible. The CIP listing will be brought before the Board of Supervisors in April 2019 to accept selected projects and to initiate the projects' development processes.

# Recommendation

N/A

# Suggested Motion

Information/Discussion regarding a list of potential projects to be included in the Gila County Fiscal Year 2020 Capital Investment Plan.

# (James Menlove)

# **Attachments**

# County Facility Construction & Repair Proposal

# GILA COUNTY, ARIZONA FACILITY CONSTRUCTION & REPAIR PROPOSAL

## **FISCAL YEAR 2019-2020**

| FISCAL FLAR 2019-2020                 | TOTAL COST   | PROJECT COSTS | REGION TOTALS |
|---------------------------------------|--------------|---------------|---------------|
| PAYSON                                | _ IOIAL COST | FROJECI COSIS | 5,110,000     |
| 112 W. Cedar Lane                     |              | 350,000       | 3,110,000     |
| Probation & Teen Center               | 289,000      | 333,333       |               |
| Fees & Inspections                    | 20,000       |               |               |
| Renovations                           | ,            |               |               |
| Paint & Flooring                      | 41,000       |               |               |
| Ceiling Grid                          | ŕ            |               |               |
| Internet Drops                        |              |               |               |
| Information Technology                |              |               |               |
| Card Access                           |              |               |               |
| Office relocations/modifications      |              |               |               |
| Electrical                            |              |               |               |
| Plumbing                              |              |               |               |
| Fire Alarm Panel                      |              |               |               |
| Sprinkler System modification         |              |               |               |
| NAPA                                  |              | 200,000       |               |
| ~3,000 sq. ft. Available              |              |               |               |
| Health Department remodel             | 100,000      |               |               |
| In-house labor                        |              |               |               |
| Contracted labor                      | 100,000      |               |               |
| SHERIFF ADMIN & JAIL                  |              | 1,250,000     |               |
| Admin Remodel                         | 1,100,000    |               |               |
| Jail Kitchen & Laundry Addition       |              |               |               |
| Sally Port                            | 150,000      |               |               |
| Move Constable's Office to Courthouse |              |               |               |
| Main Street Building C, D & Other     |              | •             |               |
| Cooperative Extension                 |              |               |               |
| Community Services - CAP              |              |               |               |
| Information Technology                |              |               |               |
| Move to 610 Highway 260 building      |              |               |               |
| 608/610 Highway 260 building          |              | 20,000        |               |
| Community Development                 |              |               |               |
| Counter remodel                       |              |               |               |
| Security entrance                     | 20,000       |               |               |
| Flood Plain Administration            |              |               |               |
| Library District                      |              |               |               |
| Cooperative Extension                 |              |               |               |
| Community Services                    |              |               |               |
| Information Technology                |              |               |               |
| Administration - Finance/HR           |              |               |               |
| Admin Services                        |              |               |               |
| Elections                             |              |               |               |
| Public Fiduciary                      |              |               |               |
|                                       |              |               |               |

| Main Street Complex                    |            | 550,000    |           |
|--|------------|------------|-----------|
| Demolition, Grading, Drainage & Paving | 550,000    | 333,333    |           |
| Superior Court/BOS Multipurpose        | 555,555    | 2,740,000  |           |
| 10,000 square feet @ \$254             | 2,540,000  | 2,7 10,000 |           |
| Multipurpose BOS/court - 3,000'        | 2,3 .0,000 |            |           |
| Judicial - 1,500'                      |            |            |           |
| Jury deliberation room                 |            |            |           |
| Judges chambers                        |            |            |           |
| Attorney/client offices                |            |            |           |
| Clerk of the Court office              |            |            |           |
| BOS Offices - 2,000'                   |            |            |           |
| District I                             |            |            |           |
| District    &                          |            |            |           |
| County Manager                         |            |            |           |
| Deputy County Manager                  |            |            |           |
| BOS Executive Assistant Office         |            |            |           |
| Other Elected Officials - 2,000'       |            |            |           |
| Superintendenet of Schools             |            |            |           |
| Treasurer                              |            |            |           |
| Assessor                               |            |            |           |
| Recorder                               |            |            |           |
| Common Areas - 1,500'                  |            |            |           |
| Breakroom                              |            |            |           |
| Bathrooms                              |            |            |           |
| Staff                                  |            |            |           |
| Public                                 |            |            |           |
| Sally port                             | 200,000    |            |           |
|  |            |            |           |
| GLOBE                                  |            |            | 4,850,000 |
| Animal Facility                        | 3,000,000  | 3,000,000  |           |
| Jail                                   |            | 1,150,000  |           |
| Administration remodel                 | 100,000    |            |           |
| Kitchen - Walk-in                      | -          |            |           |
| Laundry - 400'                         | 125,000    |            |           |
| HVAC                                   | 400,000    |            |           |
| Roof                                   | 400,000    |            |           |
| Paving                                 | 125,000    |            |           |
| 1400 E. Ash Courthouse                 |            | 350,000    |           |
| Parking lot paving                     | 250,000    |            |           |
| BOS Hearing Room remodel               | 100,000    |            |           |
| contracted labor                       |            |            |           |
| Michaelson                             | 100,000    | 100,000    |           |
| Community Cooperative and              |            |            |           |
| Business Incubator Center              |            |            |           |
| Partner with FMI, USDA, etc.           |            | 0.50.000   |           |
| Fairgrounds                            | 250,000    | 250,000    |           |
| TOTAL ESTIMATED COSTS                  | 9,960,000  | 9,960,000  | 9,960,000 |
| TOTAL ESTIMATED COSTS                  | טטט,טטפֿ,כ | 3,300,000  | 9,300,000 |

## **ARF-5335**

# Regular Agenda Item 3. C.

# **Regular BOS Meeting**

Meeting Date: 03/19/2019

Submitted For: Steve Lessard, Chief Probation Officer

Submitted By: Sylvia Hernandez, Chief Administrative Officer

<u>Department:</u> Superior Court <u>Division:</u> Probation

<u>Fiscal Year:</u> FY 2020 <u>Budgeted?:</u> No

Contract Dates July 1, 2019 - June Grant?: No

Begin & End: 30, 2020

Matching No Fund?: New

Requirement?:

## Information

# Request/Subject

Approval to purchase a building at 112 W. Cedar Lane in Payson for dual use as Probation Division offices and a teen center.

## **Background Information**

The Probation Division has outgrown the current office space and is doubling up in offices due to lack of space and treatment groups are being run out of a conference and jury room in the building. Moving the Probation Division to an off-site space with probation offices, group treatment rooms, individual treatment rooms, a juvenile respite center, and teen center will fulfill the current needs in the Probation Division. In addition, law enforcement will have a place to take kids for a "cooling off" period when they are not eligible for detention. The 112 W. Cedar Lane facility has the "bones" for combined use as offices for the Probation Division and a youth center requiring very little demolition and remodeling. Half of the facility is already equipped with offices and the other half open space can be utilized for a teen center. The facility can be purchased with budgeted General Fund Capital Improvements money. Requested renovation and remodel are estimated to be \$140,000. County General Fund Capital Improvements can be used to purchase paint and new flooring at a cost not to exceed \$30,000. The remaining renovation cost, if necessary, will be paid from Probation Division Special Revenue Funds. Community service probationers can be utilized to do some of the work, such as painting.

# **Evaluation**

This would be a multi-use facility:

- Probation Division offices
- Group treatment rooms
- Individual treatment offices
- Teen Hope Center (activity center with WiFi accessible computers for students, learning and education center with volunteer tutors, movie room for family nights and other group activities, air hockey, video games, music room, ping pong, pool, respite center)
- The Learning Center will be in collaboration with the Gila County Library District with computer work stations with WiFi access.
- Ground zero for the "School of Hope" in collaboration with Arizona State University and Kids at Hope to benefit the Payson Unified School District.
- Funding assistance from the Arizona Supreme Court for the Teen Hope Center to include furniture, games, televisions, music equipment, etc.
- Teen Hope Center and group rooms accessible for community events and meetings.

Teens in the greater Payson area have few pro-social activities to engage in outside of school. This center fills a need in the community. The LOFT (Teen Center in Apache County) saw a 55% reduction in law enforcement referrals since opening the LOFT.

This facility frees up much needed space for other County departments to use as directed by the Board of Supervisors.

# Conclusion

Allowing the purchase of 112 W. Cedar Lane would create permanent space for adult, juvenile and detention staff to run a fully functioning office alongside a Teen Hope Center for youth in the greater Payson community.

# Recommendation

The Gila County Chief Probation Officer and Presiding Judge in agreement with County Finance and the County Manager recommend the purchase of 112 W. Cedar Lane for the purpose of moving the Probation Division and creating Payson's first Teen Hope Center.

# Suggested Motion

Information/Discussion/Action to purchase a building at 112 W. Cedar Lane in Payson for the purpose of moving the Probation Division at a cost of approximately \$289,000 plus fees and closing costs. (Steven Lessard)

# **Attachments**

No file(s) attached.

## **ARF-5358**

# Consent Agenda Item 4. A.

# Regular BOS Meeting

Meeting Date: 03/19/2019

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

<u>Department:</u> Finance

Fiscal Year: 2019 Budgeted?: Yes

Contract Dates 02-19-19 to 10-01-19 Grant?:

Begin & End:

Matching No Fund?: Renewal

Requirement?:

## Information

# Request/Subject

Amendment No. 1 to Contract No. 111518 with McSpadden Ford for the Purchase of Three (3) New Ford Expedition SSVs to extend the contract date through October 1, 2019.

## **Background Information**

On February 19, 2019, the Board of Supervisors approved Contract No. 111518 with McSpadden Ford for the purchase of three (3) New Ford Expedition SSVs. Fleet Management would like to extend the contract date through October 1, 2019, to allow for completion of the required upfitting of the vehicles.

The vehicles mentioned in the agenda request will be needed in the fleet in the coming year for the Sheriff's Office detective use. These vehicles would replace units B-134 2003 Chevrolet Tahoe 4x4 with 219,445 miles, B-119 2001 Chevrolet Tahoe 4x4 with 247,190 miles, and B-136 2004 Chevrolet Tahoe 4x4 with 142,594 miles that is costing a lot of money in repairs and fuel. Vehicles B-134, B-119 and B-136 will be used as a "trade in" to prevent increasing the size of the fleet and will be disposed of at auction.

# **Evaluation**

The original contract term for Contract No. 111518 with McSpadden Ford for the purchase of three (3) New Ford Expedition SSVs was from February 19, 2019, to June 1, 2019. The Public Works Department Director would like to extend the contract end date from June 1, 2019, to October 1, 2019. Amendment No. 1 will serve to extend the term of contract from June 1, 2019, to October 1, 2019, to allow for completion of the required upfitting of the vehicles.

## Conclusion

The Amendment needs to be approved by the Board of Supervisors to extend the contract from June 1, 2019, to October 1, 2019, to allow for completion of the required upfitting of the vehicles.

## Recommendation

The Public Works Director recommends that the Board of Supervisors approve the Amendment to extend the contract through October 1, 2019 to allow for completion of the required upfitting of the vehicles.

# Suggested Motion

Approval of Amendment No. 1 to Contract No. 111518 with McSpadden Ford for the purchase of three (3) new Ford Expedition SSVs to extend the contract to October 1, 2019, to allow for completion of the required upfitting of the vehicles.

## **Attachments**

Amendment No. 1 to Contract No. 111518

Contract No. 111518 with McSpadden Ford

As Read Bid Results

McSpadden Ford-Sealed Bid

Tate's Motor-Sealed Bid

## **AMENDMENT NO. 1**



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

## **CONTRACT NO. 111518**

## PURCHASE OF THREE (3) NEW FORD EXPEDITION SSV'S

**Effective** February 19, 2019 Gila County and McSpadden Ford entered into a contract whereby McSpadden Ford was awarded the Purchase of Three (3) New Ford Expedition SSV's.

The contract term will expire on June 1, 2019. The Fleet Management Department would like to extend the term of the contract to October 1, 2019 due to the needed time for completion of the project.

Amendment No. 1 to Contract No. 111518 will serve to extend the term of the contract to October 1, 2019, for a contract amount not to exceed One Hundred Sixty-Eight Thousand, Six Hundred Nine dollars and 12/100's (\$168,609.12).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the February 19, 2019 to October 1, 2019 contract term.

| IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly execute by the parties hereinabove named, on this day of, 2019. |  |
|---|--|
| APPROVED:   |  |
| Tim R. Humphrey, Chairman of the Board McSpadden Ford   |  |
| Marian Sheppard, Clerk of the Board   |  |
| APPROVED AS TO FORM:  |  |
| The Gila County Attorney's Office   |  |

## **GILA COUNTY**

## NOTICE OF INVITATION FOR BID

BID NO. 111518

Purchase of Three (3) New Ford Expedition SSV's



\*BOARD OF SUPERVISORS\*
Tim R. Humphrey, Chairman
Timothy Humphrey, Vice Chairman
Woody Cline, Member

\*COUNTY MANAGER\*
James Menlove



## GILA COUNTY PROCUREMENT GROUP NOTICE OF INVITATION FOR BID

1400 E. Ash Street Globe, Arizona 85501

## SOLICITATION NUMBER 111518

BID DUE DATE:

Tuesday January 15, 2019

TIME: 3:00 PM

DESCRIPTION:

Purchase of Three (3) New Ford Expedition SSV's

**Bid Opening Location:** 

GILA COUNTY FINANCE DEPARTMENT

ATTN: BETTY HURST COPPER BUILDING

1350 EAST MONROE GLOBE, ARIZONA 85501

**Bid Submittal Location:** 

GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. http://www.gilacountyaz.gov/government/finance/procurement/current\_bids.php

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the 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 Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Payson Roundup advertisement dates: December 11, 2018 and December 25, 2018

## BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department:

Gila County Fleet Management

Type of contract:

Term

Term of Contract:

**Twelve Months** 

Phone Number:

(928) 951-3705

Signed:

Tim R. Humphrey, Chairman, Board of Supervisors

Date: 13/4/18

Date: 13/4/18

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief

for Bradley D. Beauchamp, County Attorney

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# BID NO. 111518 Purchase of Three (3) New Ford Expedition SSV's

## **GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the Purchase of Three (3) New Ford Expedition SSV's for the Sheriff's Office under Fleet Management in Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: Exhibit "C" Pages 12-13, and Page 15-17 as specified on Price Sheets for total price being proposed.

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

# BID NO. 111518 Purchase of Three (3) New Ford Expedition SSV's

## **INSTRUCTIONS TO VENDORS**

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS 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 VENDORS**

## **Preparation of Sealed Bid**

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor 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 bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid, and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid 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 Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

## **Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

Instructions to Vendors continued...

Completion of the Bidder Checklist & Addenda Acknowledgment form, page 19.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

### Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

#### Submittal Bid Format:

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copyright infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

- 1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor 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 Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

# Instructions to Vendors continued...

- 2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
- 3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

# All bids shall be submitted in a sealed envelope:

- Minimum of Two (2) copies with original signatures shall be provided by the Vendor;
- The words "Invitation for Bid" with Title "Purchase of Three (3) New Ford Expedition SSV's", "Bid No. 111518", "January 15, 2019" and "3:00 PM" shall be written on the face of the envelope;
- The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.
- No bids will be accepted after 3:00 P.M. AZ Time, Tuesday, January 15, 2019. Bids will be opened at 3:00 P.M., Tuesday January 15, 2019.

# **GENERAL TERMS AND CONDITIONS**

#### **Award of Contract**

- 1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
    - 1. Waive any immaterial defects or informalities; or
    - 2. Reject any or all Bids; or portions thereof; or
    - 3. Reissue a Request for Bid.
- It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors 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 Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
- 4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
- 5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County <u>may</u> be invited to appear before the Board for an oral review.
- 6. The apparent successful Vendor(s) 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 Vendors who have submitted a bid under this IFB 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.

General Terms & Conditions continued...

#### **Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm 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 the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 20, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 111518 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

# **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 Vendor 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 Invitation for Bids No. 111518, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; 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 Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, 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 Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

### **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 Vendor.

# BID NO. 111518

# Purchase of Three (3) New Ford Expedition SSV's

Exhibit "B" Contract Award Agreement continued...

#### **Contract Default**

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
  - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
  - 2. If the Vendor 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 Vendor 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**

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 Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

### **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 vendor(s) 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 vendor 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 Vendor.

### **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, 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.

Exhibit "B" Contract Award Agreement continued...

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

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

### General

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

### **MINIMUM SPECIFICATIONS**

#### **EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 111518**

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Purchase of Three (3) New Ford Expedition SSV's. This Invitation for Bid No. 111518 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

#### **SECTION 1.0**

### General:

- 1.1 All product specifications are minimum. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 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.

# **SECTION 2.0**

### **Bid Pricing:**

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 1, 2019. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect through June 1, 2019, unless terminated, cancelled or extended as otherwise provided herein.

### **SECTION 3.0**

### Ordering and Delivery:

- 3.1 <u>ORDERING</u>: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 <u>PRODUCT DELIVERY</u> Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

Exhibit "B" Contract Award Agreement continued...

#### **Indemnification Clause**

Vendor 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 Vendor 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 Vendor 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 Vendor from and against any and all claims. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs.

# Exhibit "C" Minimum Specifications continued...

- 3.3 <u>DELIVERY TIME:</u> Vehicles must be delivered no later than June 1, 2019. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

# **QUALIFICATION AND CERTIFICATION FORM**

# **EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

# **PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 111518 Purchase of Three (3) New Ford Expedition SSV's** The applicant submitting this Bid warrants the following:

| 1. | Name, Address, and Telephone Number of Principal Vendor:  |
|----|---|
| (  | (928) 425-4491  |
| 2. | Has Vendor (under its present or any previous name) ever failed to complete a contract?  Yes  |
| 3. | Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes Yes No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, 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 Vendor (under your firm's present or any previous name) prior to end of contract period? Yes No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.                                   |
| 5. | Vendor must also provide at least the following information:  a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.   |
|    | b. Gila County reserves the right to request additional information.  |
|    | Con Weller  |
|    | Signature of Authorized Person to Sign  |
|    | Usa le Diele Maa  |
|    | Printed Name  |
|    | General Manager.  |
|    | Title \   |

# PRICE SHEET FOR SHERIFF'S OFFICE DETECTIVE

**DESCRIPTION: Purchase of Three (3) New Ford Expedition SSV's** 

Vehicle Year, Make, & Model: (Build Sheet Must Accompany Proposal)

| MINIMUM SPECIFICATIONS Purchase of Three (3) New Ford Expedition SSV's | MEETS <u>MINIMUM</u><br>SPECIFICATIONS |                                       |       |
|--|--|---------------------------------------|-------|
|  | NO                                     | YES                                   |       |
| Exterior: White  |  | ×                                     |       |
| Interior: Light Color  |  | Y                                     |       |
| Cloth Covered Front Bucket Seats without Console                       |  | ×                                     |       |
| Vinyl Covered Rear Bench Seat  |  | X                                     |       |
| Power Features:  |  | !                                     |       |
| Power steering; Door Locks; Windows; Mirrors.                          |  | \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ |       |
| Power Steering and Tilt Steering Wheel                                 |  | X                                     |       |
| A/C & Heat in Front and Rear   |  | X                                     |       |
| Factory Solar Deep Tinted Windows                                      |  | X                                     |       |
| Remote Keyless Entry PLUS 5 ENTRY AND IGNITION KEYS/FOBS AS            |  | Y                                     |       |
| REQUIRED FOR ENTRY AND OPERATION                                       |  |                                       |       |
| Cruise Control   |  | Y                                     |       |
| AM/FM/CD Radio W/Hands Free Bluetooth Cell Phone Capability            |  | Ŷ                                     |       |
| Gas Engine: V-6 Turbo Charged or V-8 Equivalent                        |  | X                                     |       |
| Automatic Transmission   |  | Y                                     |       |
| 10 Ply All Terrain Tire (LT) with Full Size Spare Tire and Wheel       |  | Y                                     |       |
| 3:73 Gear Ratio with Locking Differential or Equivalent                |  | ×                                     |       |
| Skid Plate Package   |  | X                                     |       |
| 130 Amp Alternator   |  | X                                     |       |
| 4 Wheel Drive Train  |  | X                                     |       |
| Front Tow Hooks  |  | X                                     |       |
| Trailer Tow Package with Receiver Hitch – Heavy Duty Cooling System    | ,                                      | X                                     | i     |
| Drivers Side Factory Mounted Spotlight                                 |  | X                                     |       |
| Jack and Tire Changing Tools.  |  | <b>x</b>                              |       |
|  |  |                                       |       |
| SUB – TOTAL AMOUNT   | \$                                     | 38.750                                | Each. |
| OTHER COSTS  | \$                                     | -0-                                   | 1     |
| SALES TAX  | \$                                     | 3457125                               |       |
| TOTAL AMOUNT OF DELIVERED VEHICLE                                      | \$ 4                                   | 2307.65                               |       |

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery: \_MUST BE DELIVERED BY JUNE 1, 2019

Vendor Name: McSoadden Forw Inc Contact Number: (908) 425-4491

FUEL CHARGE F1=Help

F2=Return to Order F3/F12=Veh Ord Menu F1=Help F2=Return to Order F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

SP DLR ACCT ADJ SP FLT ACCT CR

TEA .275/65R18 OWL

OC05973

# **PRICE SHEET**

DESCRIPTION: Aftermarket Upfitting of Three (3) New Ford Expedition SSV's for Law Enforcement Use
(Build Sheet Must Accompany Proposal)

| MINIMUM SPECIFICATIONS  | QUANTITY | AAEETC AAINUNAUNA |
|---|----------|-------------------|
|   | QUANTITY | MEETS MINIMUM     |
| Three (3) New Ford Expeditions SSV  |          | SPECIFICATIONS    |
| Wholen Innovadae EST WC Tray 10 Lemp w/Fleeking TD/s 2018                       |          | 1855 195          |
| Whelen Inneredge FST WC Tray 10 Lamp w/Flashing TD's 2018+ Expedition           | 1        | X                 |
| Add DUO Series for FST/RST, 1 Red/White   |          |                   |
| Add DUO Series for FST/RST, 1 Red/White  Add DUO Series for FST/RST, 1 Red/Blue | 4        | X                 |
|   | 4        | X                 |
| Whelen Cencom w/Traffic Advisor Module  | 1        | X                 |
| Whelen 100 Watt Speaker   | 1        | X                 |
| Whelen Speaker Bracket Ford Expedition SSV, Drivers Side                        | 1        | X                 |
| Gamber Johnson Console 17" Adjust Height  | 1 ·      | X                 |
| Gamber Johnson Floor Plate Size: Short  | 1        | X                 |
| Gamber Johnson Floor Plate Leg Kit, 2015+ F150, 2017+ Super                     | 1        | ×                 |
| Duty, 2018+ Expedition  |          |                   |
| Gamber Johnson Rail Mounted Microphone Clip                                     | 2        | X                 |
| Gamber Johnson MCS Internal Double Cup Holder                                   | 1        | Χ                 |
| Gamber Johnson Face Plate Whelen Cencom   | 1        | X                 |
| Gamber Johnson Face Plate Vertex VX 5500 Radio 2 Piece                          | 1        | X                 |
| Gamber Johnson Face Plate for ICOM Radio 2 Piece                                | 1        | X                 |
| Gamber Johnson Face Plate 3 Rocker Switch and 3 Cigarette                       | 1        |                   |
| Knockout Panels   |          | X                 |
| MCS 12 Volt DC Outlet w/Cover   | 3        | X                 |
| Kussmaul Dual USB Charging Port   | 1        | X                 |
| Havis CF30/31 Toughbook Doc   | 1        | X                 |
| Havis Power Supply - Toughbook  | 1        | X                 |
| Havis 10" HD Telescoping Pole Side Mount  | 1        | X                 |
| Havis 11" Slide Out Locking Swing Arm with Motion Adapter                       | 1        | X                 |
| Federal Signal Tail Light Flasher   | 1 '      | X                 |
| Federal Signal FHL-HL Universal Head Light Flasher                              | 1        | X                 |
| Sho-Me 30" LED Strip RB Grill*  | 1        | X                 |
| Sho-ME LED Flasher, Terminal  | 1        | X                 |
| Federal Signal MicroPulse Ultra 6 Blue/Blue                                     | 1        | ./                |
| Bottom of Hatch*  |          | <b>Y</b>          |
| Federal Signal MicroPulse Ultra 6-FedSig Blue/Blue                              |          |                   |
| Federal Signal MicroPulse Ultra 6 Red/Red                                       | 1        | V                 |
| Bottom of Hatch*  |          | X                 |
| Federal Signal MicroPulse Ultra 6-FedSig Red/Red                                |          |                   |
| SHO-ME 8 Amp Mercury Switch   | 1        | X                 |
| Hatch Lights*   |          |                   |
| Streamlight Stinger DS LED HL, Dual Switch                                      | 1        | X                 |
| Piggyback Model   |          | j.                |
| Sound Off All LED Dome Light, Red/White   | 2        | Υ                 |

| Tomar RECT 16 LED Light Red/Blue                               |          |           |
|--|----------|-----------|
| Rear Side Windows*   | 2        | · X       |
| Tomar RECT – 16 Extended L Bracket                             | 2        |           |
| Intersector LED Under Mirror Light                             | 2        |           |
| Under Side Mirrors*  | 4        | .   X -   |
| Whelen 8 Head Dominator Plus Red/Blue                          | 1        |           |
| Inside Rear Window at Top*                                     | *        | .   🖔     |
| Whelen Mount L Bracket   | 1        | . 🗸       |
| MISC – B&B 225-2467-LO/2 Single Drawer Box                     | 1        |           |
| 44" W x 42 ½" D x 16 ½" Tall. With Lock Out Pull Out           | _        | ·   X     |
| Top Tray 44" W x 36 ½" D x 4" Tall Plus Expanded Metal         |          | "         |
| Screen. Also includes Lock Out Glides (and Addition of Hole    |          |           |
| Location Tube Inside of Drawer for Lowering the Spare Tire 10" |          |           |
| Tall). Drawer ID = 41" W x 40" D x 12" Tall. Powdercoated with |          |           |
| Install Frame Includes (Ford Expedition 2015+)                 |          |           |
| MISC – B&B 225-2035 Addition of Adjustable Divider for         | 1        | . \       |
| Box Drawer   |          | *         |
| D & R Power Distribution Unit/Watch Dog                        | 1        | . Y       |
| MISC – 150 Amp Circuit Breaker                                 | 1        | . X       |
| Wire, Loom & Hardware for Installation                         | 1        | . X       |
| LABOR FOR INSTALLATION of Listed Equipment                     |          |           |
| SHIPPING/HANDLING  |          |           |
| *Run Power and Ground for 2 Radios to Center Console           |          |           |
|  |          | 20 75000  |
| SUB – TOTAL AMOUNT   | \$       | 73,759,77 |
|  | ,        | - 0 -     |
| OTHER COSTS  | \$       |           |
|  | ے ا      | 1135.62   |
| SALES TAX  | ,        | ((0.5.4)  |
| TOTAL ANAQUINT OF DELIVERS AND ANALYSIS                        | \$       | 13895.39  |
| TOTAL AMOUNT OF DELIVERED VEHICLE                              | <u> </u> | 1001001   |

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: MUST BE DELIVERED BY JUNE 1, 2019

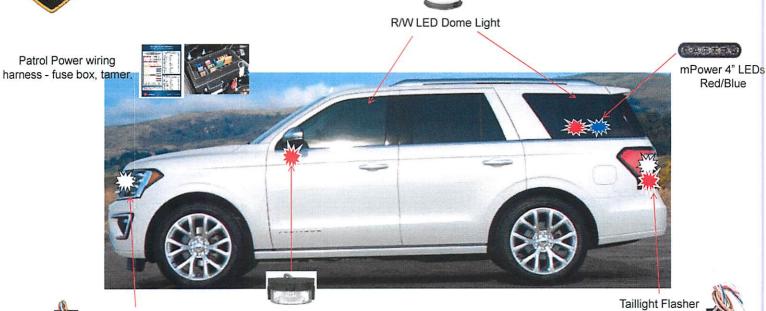
Vendor Name: Mc Spadden For Inc Vendor Phone Number: (928) 425-449





# Gila County Sheriff 2019 Expedition Slick Top Patrol Build





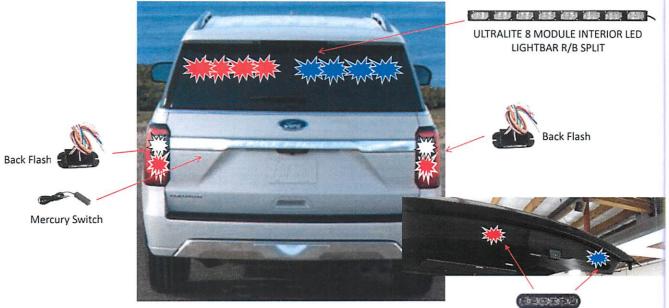
Headlight Flasher

Intersector LED Under Mirror Light



# Gila County Sheriff 2019 Expedition Slick Top Patrol Build





Under Hatch mPower 4" LEDs Red or Blue





# Gila County Sheriff 2019 Expedition Slick Top Patrol Build



B&B 225-2467-LO/2 Single
Drawer Box
44" W x 42 ½" D x 16 ½" Tall.
With Lock Out Pull Out
Top Tray 44" W x 36 ½" D x
4" Tall Plus Expanded Metal
Screen. Also includes Lock
Out Glides (and Addition of
Hole Location Tube Inside of
Drawer for Lowering the
Spare Tire 10" Tall). Drawer
ID = 41" W x 40" D x 12" Tall.



B&B 225-2035 Adjustable Divider for Box Drawer



# AFFIDAVIT BY VENDOR CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

| TATE OF ARIZONA )  |
|--|
| OUNTY OF: )  |
| Lisa Wielenge-   |
| (Name of Individual) being first duly sworn, deposes and says:   |
| That he is General Manager   |
| (Title)  |
| of Mc Spadden From Inc. and  |
| (Name of Business)   |
| That he is bidding on Gila County Bid No. 111518 - Purchase of Three (3) New Ford Expedition SSV nd,   |
| That neither he nor anyone associated with the said  |
| Mc Spadden Ford Tare   |
| (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. |
| Name of Business  By  GM.  Title   |
| ubscribed and sworn to before me this  |

# 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 or 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.

| Lisa Wieleno                   | c General Manager rized Representative                                  |
|--------------------------------|---|
| Typed Name and Title of Author | rized Representative  |
| Dea Li                         | uQu-  |
| Signature of Authorized Repres | entative  |
|                                | I am unable to certify the above statements. My explanation is attached |

# **LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each Subcontractor who performs any work for Vendor 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 Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor'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 Vendor 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, and Gila County elects to continue the contract with the Vendor, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Lisa Welenge

Printed Name

City

# **BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

### **CHECKLIST:**

| REQ       | UIRED DOCUMENT            |                 |         | COMPLETED AND  | EXECUTED |
|-----------|---------------------------|-----------------|---------|----------------|----------|
| (         | QUALIFICATION & CERTIF    | CATION FORM     |         |                |          |
| (         | CERTIFICATION REGARDIN    | IG DEBARMENT    |         | _/             |          |
| í         | PRICE SHEETS              |                 |         |                |          |
| ı         | NO COLLUSION AFFADAVI     | т               |         |                |          |
| l         | EGAL ARIZONA WORKS A      | CT COMPLIANCE   |         |                |          |
| [         | BIDDERS CHECKLIST & AD    | DENDA ACKNOWLED | GEMENT  | <del></del>    |          |
| (         | OFFER PAGE                |                 |         |                |          |
|           |                           |                 |         |                |          |
| ACKNOV    | VLEDGMENT OF RECEIF       | T OF ADDENDA:   |         |                |          |
| Initials  | #1<br>- Liv               | H2              | J#3     | _ Lu           |          |
| Date      | 1-11-19                   | 1-11-19         | 1-11-19 | 1-11-19        | 1-11-19  |
|           |                           | _               |         |                |          |
| Signed an | d dated this <u>II+</u> d | ay of JAN       | 2019    | ·              |          |
|           |                           |                 |         |                |          |
|           |                           |                 | meso    | adden Fi       | ood Inc  |
|           |                           | ر               | VENDOR: | . / ) (        | )        |
|           |                           |                 | *XVC    | 2 ( 1 . l. ( ) | 42       |

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Invitation for Bids: Bid No. 111518 Purchase of Three (3) New Ford Expedition SSV's. All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before January 15, 2019, 3:00 PM.

By: (Signature)

# **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 Invitation for bids.

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

CONTRACT NUMBER: 111518 Purchase of Three (3) New Ford Expedition SSV's

| Firm Submitting Bid:                                | For clarification of this offer, contact:   |
|---|---|
| MSDaddon ForD Inc<br>Company Name                   | Name: <u>Lisa Wieleige</u>  |
| LOIN Broad  Address  Globe A2 85501  City State Zip | Phone No.: (928) 425-449 1  Fax (928) 425-93 90  Email: MCSQadden Sales@ Cableone wet |
|   | Signature of Authorized Person to Sign  LSa Wielensc  Printed Name                    |
|   | G M<br>Title  |

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

# ACCEPTANCE OF OFFER (For Gila County use only)

| The Offer is herel | y Accepted:  |   |
|--------------------|--|---|
|                    | McSpadden Ford  No.: 111518 including accepted by County ent | is now bound to provide the materials or services listed in all terms and conditions, specifications, amendments, etc. and the tity.                  |
| to commence ar     |  | ced to as <u>Contract No. 111518.</u> The Vendor has been cautioned not provide any material or service under this Contract until Vendor Gila County. |
| Awarded this /     | oday of Februa   | <u>2ry</u> , 2019   |
| ( hi               | NTY BOARD OF SUPERVISO<br>Property of Supervisor             |   |
| ATTEST:  Marian Sh | Depor<br>eppard, Clerk of the Board                          | d   |
| Jekk               | DAS TO FORM:<br>Property Autom for ountry Attorney's Office  | n Charles Shire   |

# EXHIBIT "K"

| BID | <b>RESU</b> | <b>JLTS</b> |
|-----|-------------|-------------|
|-----|-------------|-------------|

GILA COUNTY

R

A

N

K

| 1 | В | i | D |
|---|---|---|---|
|   | _ | • |   |

TITLE: Purchase Three (3) New Ford Expedition SSV's

BID DUE

**NO.:** 111518 **DATE:** 01/15/19 3:00PM

| N<br>G | BIDDER FIRM NAME             | BID AMOUNT                     | COMMENTS |
|--------|------------------------------|--------------------------------|----------|
| 1      | TATES AUTO GROUP AFTERMARKET | \$<br>44,412 *95<br>13,186,32  |          |
| 2      | _                            | \$<br>42,307-65<br>\$13,895.39 |          |
| 3      |                              |                                |          |
| 4      |                              |                                |          |
| 5      |                              |                                |          |
| 6      |                              |                                |          |
| 7      |                              |                                |          |
| 8      |                              |                                |          |
| 9      |                              |                                |          |
| 10     |                              |                                |          |

# **GILA COUNTY**

# NOTICE OF INVITATION FOR BID

# BID NO. 111518

Purchase of Three (3) New Ford Expedition SSV's



\*BOARD OF SUPERVISORS\*
Tim R. Humphrey, Chairman
Timothy Humphrey, Vice Chairman
Woody Cline, Member

\*COUNTY MANAGER\*
James Menlove



# GILA COUNTY PROCUREMENT GROUP NOTICE OF INVITATION FOR BID

1400 E. Ash Street Globe, Arizona 85501

# SOLICITATION NUMBER 111518

| BID DUE DATE:   | Tuesday January 15, 2019  | TIME: 3:00 PM  |
|---|---|--|
| DESCRIPTION: P  | urchase of Three (3) New Ford Exp   | edition SSV's  |
| Bid Opening Locati  | ATTN: BETTY HURST COPPER BUILDING   | CE DEPARTMENT GLOBE, ARIZONA 85501   |
| <b>Bid Submittal Loca</b>   | tion: GILA COUNTY FINANC  | E DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501   |
|   | or the materials and services speci<br>specified location until the time an | ified will be received by the Gila County Procurement d date cited.  |
| To receive bid docu   | ments, contact the Procurement G  | ne to the Procurement Group shall not be considered. roup at (928) 402-4355 or click on the following link to ernment/finance/procurement/current bids.php |
| Additional instructi contained within th                                      |   | ed on pages 4-6 of the bid documents to Offerors as  |
|   |   | any or all proposals, or to accept any proposal, or to<br>ne award if deemed in the best interest of Gila County.  |
| Gila County Procur  | ement Group Statement of Proced   | e in conformance with the rules and regulations of the ures. A copy of the Gila County Procurement Group Deputy Clerk of the Board's office, Globe, AZ.    |
| Payson Roundup ad   | vertisement dates: December 11,   | 2018 and December 25, 2018   |
| BIDDERS A   | ARE STRONGLY ENCOURAGED TO C  | AREFULLY READ THE ENTIRE SOLICITATION.   |
| Designated Departn<br>Type of contract:<br>Term of Contract:<br>Phone Number: | nent: Gila County Fleet Manage<br>Term<br>Twelve Months<br>(928) 951-3705   | ment   |
| Signed:<br>Tim R. Hum   | phrey, Chairman, Board of Superviso   | Date:  |
| Signed:<br>Jefferson R.   | Dalton, Deputy Gila County Attorne  | Date:  |

for Bradley D. Beauchamp, County Attorney

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# **GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the Purchase of Three (3) New Ford Expedition SSV's for the Sheriff's Office under Fleet Management in Gila County.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: Exhibit "C" Pages 12-13, and Page 15-17 as specified on Price Sheets for total price being proposed.

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

### **INSTRUCTIONS TO VENDORS**

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS 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 VENDORS**

### **Preparation of Sealed Bid**

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor 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 bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid, and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid 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 Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

### **Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

Instructions to Vendors continued...

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 19.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

### **Inquiries**

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

#### **Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

### Submittal Bid Format:

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copyright infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

- 1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor 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 Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

### Instructions to Vendors continued...

- 2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
- 3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

# All bids shall be submitted in a sealed envelope:

- Minimum of Two (2) copies with original signatures shall be provided by the Vendor;
- The words "Invitation for Bid" with Title "Purchase of Three (3) New Ford Expedition SSV's", "Bid No. 111518", "January 15, 2019" and "3:00 PM" shall be written on the face of the envelope;
- The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.
- No bids will be accepted after 3:00 P.M. AZ Time, Tuesday, January 15, 2019. Bids will be opened at 3:00 P.M., Tuesday January 15, 2019.

### **GENERAL TERMS AND CONDITIONS**

#### **Award of Contract**

- The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
    - 1. Waive any immaterial defects or informalities; or
    - 2. Reject any or all Bids; or portions thereof; or
    - 3. Reissue a Request for Bid.
- 2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors 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 Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
- 4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
- Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County <u>may</u> be invited to appear before the Board for an oral review.
- 6. The apparent successful Vendor(s) 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 Vendors who have submitted a bid under this IFB 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.

General Terms & Conditions continued...

#### **Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm 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 the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 20, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 111518 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

# **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 Vendor 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 Invitation for Bids No. 111518, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; 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 Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, 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 Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

# **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 Vendor.

Exhibit "B" Contract Award Agreement continued...

### **Contract Default**

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
  - If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
  - 2. If the Vendor 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 Vendor 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**

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 Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

#### 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 vendor(s) 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 vendor 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 Vendor.

### **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, 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.

Exhibit "B" Contract Award Agreement continued ...

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

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

#### General

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

#### **MINIMUM SPECIFICATIONS**

#### **EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 111518**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Purchase of Three (3) New Ford Expedition SSV's. This Invitation for Bid No. 111518 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

#### **SECTION 1.0**

#### General:

- 1.1 All product specifications are minimum. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 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.

#### SECTION 2.0

#### **Bid Pricing:**

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 1, 2019. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect through June 1, 2019, unless terminated, cancelled or extended as otherwise provided herein.

#### **SECTION 3.0**

#### **Ordering and Delivery:**

- 3.1 <u>ORDERING</u>: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 <u>PRODUCT DELIVERY</u> Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

Exhibit "B" Contract Award Agreement continued,...

#### Indemnification Clause

Vendor 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 Vendor 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 Vendor 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 Vendor from and against any and all claims. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs.

Exhibit "C" Minimum Specifications continued...

- 3.3 <u>DELIVERY TIME:</u> Vehicles must be delivered no later than June 1, 2019. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

#### **QUALIFICATION AND CERTIFICATION FORM**

#### **EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

#### **PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

#### CONTACT NUMBER 111518 Purchase of Three (3) New Ford Expedition SSV's

The applicant submitting this Bid warrants the following:

| 1. | Name, Address, and Telephone Number of Principal Vendor:  Mc Spadden Ford From Laor 10 Broad Globe AT 85501  928) 425-4491   |
|----|--|
| 2. | Has Vendor (under its present or any previous name) ever failed to complete a contract?  YesYes  |
| 3. | Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes   |
| 4. | Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? YesNo. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.                                     |
| 5. | Vendor must also provide at least the following information:  a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.  b. Gila County reserves the right to request additional information.  Signature of Authorized Person to Sign  Printed Name  General Manager.  Title |

### PRICE SHEET FOR SHERIFF'S OFFICE DETECTIVE

**DESCRIPTION: Purchase of Three (3) New Ford Expedition SSV's** 

Vehicle Year, Make, & Model: (Build Sheet Must Accompany Proposal)

| MINIMUM SPECIFICATIONS Purchase of Three (3) New Ford Expedition SSV's |        | MEETS MINIMUM SPECIFICATIONS |  |
|--|--------|------------------------------|--|
|  |        | YES                          |  |
| Exterior: White  |        | ¥                            |  |
| Exterior. Writte   |        | ,                            |  |
| Interior: Light Color  |        | Y                            |  |
| Cloth Covered Front Bucket Seats without Console                       |        | X                            |  |
| Vinyl Covered Rear Bench Seat  |        | X                            |  |
| Power Features:  |        |                              |  |
| Power steering; Door Locks; Windows; Mirrors.                          |        | ¥                            |  |
|  |        | V                            |  |
| Power Steering and Tilt Steering Wheel                                 |        | 2                            |  |
| A/C & Heat in Front and Rear   |        | ~~                           |  |
| Factory Solar Deep Tinted Windows                                      |        | - X                          |  |
| Remote Keyless Entry PLUS 5 ENTRY AND IGNITION KEYS/FOBS AS            |        | X                            |  |
| REQUIRED FOR ENTRY AND OPERATION                                       |        | 14                           |  |
| Cruise Control   |        | X                            |  |
| AM/FM/CD Radio W/Hands Free Bluetooth Cell Phone Capability            |        | X                            |  |
| Gas Engine: V-6 Turbo Charged or V-8 Equivalent                        |        | X                            |  |
| Automatic Transmission   |        | X                            |  |
| 10 Ply All Terrain Tire (LT) with Full Size Spare Tire and Wheel       |        | X                            |  |
| 3:73 Gear Ratio with Locking Differential or Equivalent                |        | ×                            |  |
| Skid Plate Package   |        | X                            |  |
| 130 Amp Alternator   |        | X                            |  |
| 4 Wheel Drive Train  |        | X                            |  |
| Front Tow Hooks  |        | X                            |  |
| Trailer Tow Package with Receiver Hitch – Heavy Duty Cooling System    |        | ×                            |  |
| Drivers Side Factory Mounted Spotlight                                 |        | X                            |  |
| Jack and Tire Changing Tools.  |        | X                            |  |
| SUB – TOTAL AMOUNT   | \$     | 38.850                       |  |
| OTHER COSTS  | \$     | -0-                          |  |
| SALES TAX  | \$     | 3457.65                      |  |
| TOTAL AMOUNT OF DELIVERED VEHICLE                                      | \$ 115 | 120015                       |  |

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery: MUST BE DELIVERED BY JUNE 1, 2019

Vendor Name: McSpadden ForDInc Contact Number: (928) 425-4491

15

#### VEHICLE ORDER CONFIRMATION

01/10/19 17:41:2

Dealer: F5648

2019 EXPEDITION

Page: 1 of

Order No: 1111 Priority: D1 Ord FIN: QA521 Order Type: 5B Price Level: 95 Ord Code: 102A Cust/Flt Name: GILA COUNTY

PO Number:

RETAIL \$51530

(2080)

RETAIL

U1G 4X4 XL YΖ OXFORD WHITE B4A NET INV FLT OPT NC

L XL CLOTH BUCKET PRICED DORA NC DEST AND DELIV 1395

F3/F12=Veh Ord Menu

MEDIUM STONE L

102A EOUIP GRP

TOTAL BASE AND OPTIONS 52415

.SKID PLATES

TOTAL 52415 \*THIS IS NOT AN INVOICE\*

99T .3.5L ECO V6 ENG NC

44U .10-SPD AUTO NC

.3.73 ELSD AXLE

536 TRAILER TOW PKG 1570

64X .18" MCH ALM WHL

TEA .275/65R18 OWL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

F1=Help

F2=Return to Order

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC05973

### **PRICE SHEET**

# DESCRIPTION: Aftermarket Upfitting of Three (3) New Ford Expedition SSV's for Law Enforcement Use (Build Sheet Must Accompany Proposal)

| MINIMUM SPECIFICATIONS                                      | QUANTITY | MEETS MINIIMUM |
|---|----------|----------------|
| Three (3) New Ford Expeditions SSV                          |          | SPECIFICATIONS |
|   |          | YES NO         |
| Whelen Inneredge FST WC Tray 10 Lamp w/Flashing TD's 2018+  | 1        | •/             |
| Expedition  |          | X              |
| Add DUO Series for FST/RST, 1 Red/White                     | 4        | ×              |
| Add DUO Series for FST/RST, 1 Red/Blue                      | 4        | X              |
| Whelen Cencom w/Traffic Advisor Module                      | 1        | X              |
| Whelen 100 Watt Speaker                                     | 1        | X              |
| Whelen Speaker Bracket Ford Expedition SSV, Drivers Side    | 1        | X              |
| Gamber Johnson Console 17" Adjust Height                    | 1        | X              |
| Gamber Johnson Floor Plate Size: Short                      | 1        | X              |
| Gamber Johnson Floor Plate Leg Kit, 2015+ F150, 2017+ Super | 1        | ,              |
| Duty, 2018+ Expedition                                      |          | X              |
| Gamber Johnson Rail Mounted Microphone Clip                 | 2        | X              |
| Gamber Johnson MCS Internal Double Cup Holder               | 1        | X              |
| Gamber Johnson Face Plate Whelen Cencom                     | 1        | X              |
| Gamber Johnson Face Plate Vertex VX 5500 Radio 2 Piece      | 1        | X              |
| Gamber Johnson Face Plate for ICOM Radio 2 Piece            | 1        | X              |
| Gamber Johnson Face Plate 3 Rocker Switch and 3 Cigarette   | 1        | ,              |
| Knockout Panels   | _        | X              |
| MCS 12 Volt DC Outlet w/Cover                               | 3        | X              |
| Kussmaul Dual USB Charging Port                             | 1        | X              |
| Havis CF30/31 Toughbook Doc                                 | 1        | X              |
| Havis Power Supply - Toughbook                              | 1        | X              |
| Havis 10" HD Telescoping Pole Side Mount                    | 1        | X              |
| Havis 11" Slide Out Locking Swing Arm with Motion Adapter   | 1        | X              |
| Federal Signal Tail Light Flasher                           | 1        | X              |
| Federal Signal FHL-HL Universal Head Light Flasher          | 1        | Ý              |
| Sho-Me 30" LED Strip RB Grill*                              | 1        | Ŷ              |
| Sho-ME LED Flasher, Terminal                                | 1        | Ŷ              |
| Federal Signal MicroPulse Ultra 6 Blue/Blue                 | 1        | . /            |
| Bottom of Hatch*  | -        | ¥              |
| Federal Signal MicroPulse Ultra 6-FedSig Blue/Blue          |          |                |
| Federal Signal MicroPulse Ultra 6 Red/Red                   | 1        | \/             |
| Bottom of Hatch*  |          | X              |
| Federal Signal MicroPulse Ultra 6-FedSig Red/Red            |          |                |
| SHO-ME 8 Amp Mercury Switch                                 | 1        | X              |
| Hatch Lights*   |          | <b>'</b> \     |
| Streamlight Stinger DS LED HL, Dual Switch                  | 1        | Y              |
| Piggyback Model   |          | /\             |
| Sound Off All LED Dome Light, Red/White                     | 2        | V              |

| Tomar RECT 16 LED Light Red/Blue                               | 2    | X         |
|--|------|-----------|
| Rear Side Windows*   |      |           |
| Tomar RECT – 16 Extended L Bracket                             | 2    | X         |
| Intersector LED Under Mirror Light                             | 2    | 8         |
| Under Side Mirrors*  |      | 3         |
| Whelen 8 Head Dominator Plus Red/Blue                          | 1    | <b>X</b>  |
| Inside Rear Window at Top*                                     |      | 8         |
| Whelen Mount L Bracket   | 1    | X         |
| MISC – B&B 225-2467-LO/2 Single Drawer Box                     | 1    | X         |
| 44" W x 42 ½" D x 16 ½" Tall. With Lock Out Pull Out           |      | A         |
| Top Tray 44" W x 36 ½" D x 4" Tall Plus Expanded Metal         |      |           |
| Screen. Also includes Lock Out Glides (and Addition of Hole    |      |           |
| Location Tube Inside of Drawer for Lowering the Spare Tire 10" |      |           |
| Tall). Drawer ID = 41" W x 40" D x 12" Tall. Powdercoated with |      |           |
| Install Frame Includes (Ford Expedition 2015+)                 |      |           |
| MISC – B&B 225-2035 Addition of Adjustable Divider for         | 1    | ¥         |
| Box Drawer   |      |           |
| D & R Power Distribution Unit/Watch Dog                        | 1    | X         |
| MISC – 150 Amp Circuit Breaker                                 | 1    | X         |
| Wire, Loom & Hardware for Installation                         | 1    | Y         |
| LABOR FOR INSTALLATION of Listed Equipment                     |      |           |
| SHIPPING/HANDLING  |      |           |
| *Run Power and Ground for 2 Radios to Center Console           |      |           |
|  | v    | 775977    |
| SUB – TOTAL AMOUNT   | \$ \ | 2,759,77  |
|  |      | -0-       |
| OTHER COSTS  | \$   |           |
|  |      | 1135.62   |
| SALES TAX  | \$   | 1100.00   |
|  |      | 10 500 20 |
| TOTAL AMOUNT OF DELIVERED VEHICLE                              | \$   | 13895.39  |
| TOTAL ANIOUST OF BEHAVIOR TERROR                               |      |           |

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: MUST BE DELIVERED BY JUNE 1, 2019

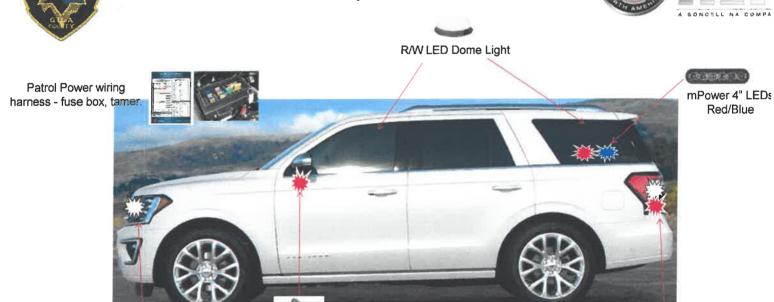
Vendor Name: Mc Spadden Ford Inc. Vendor Phone Number: 928 425-449





# Gila County Sheriff 2019 Expedition Slick Top Patrol Build







Intersector LED Under Mirror Light

Taillight Flasher

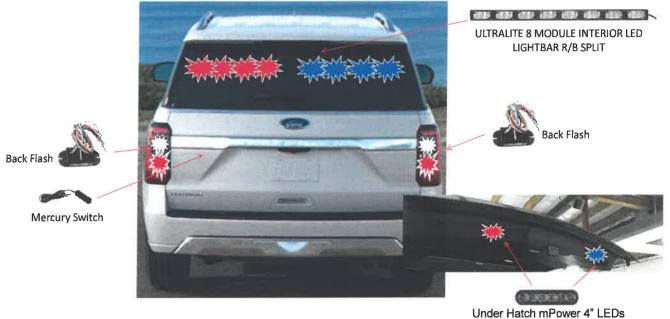




## Gila County Sheriff 2019 Expedition Slick Top Patrol Build



Red or Blue







### Gila County Sheriff 2019 Expedition Slick Top Patrol Build



B&B 225-2467-LO/2 Single Drawer Box 44" W x 42 ½" D x 16 ½" Tall. With Lock Out Pull Out Top Tray 44" W x 36 ½" D x 4" Tall Plus Expanded Metal Screen. Also includes Lock Out Glides (and Addition of Hole Location Tube Inside of Drawer for Lowering the Spare Tire 10" Tall). Drawer ID = 41" W x 40" D x 12" Tall.



B&B 225-2035 Adjustable Divider for Box Drawer



# AFFIDAVIT BY VENDOR CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

| STATE OF ARIZONA )   |
|--|
| COUNTY OF: )   |
| (Name of Individual) being first duly worn, deposes and says:  |
| That he is General Manager (Title)   |
| of Mc Spadden Four Inc. and (Name of Business)   |
| That he is bidding on <b>Gila County Bid No. 111518 - Purchase of Three (3) New Ford Expedition SSV's</b> and,   |
| That neither he nor anyone associated with the said  |
| 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. |
| McSpadden Forms Inc. Name of Business  |
| GM.<br>Title   |
| Subscribed and sworn to before me this 12 day of January, 2019.  |
| My Commission expires:   |
| Notary Public  KIM McSPADDEN Notary Public - State of Arizona GILA COUNTRISION # 5569484 Expires January 5, 2023   |

### 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 or 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.

| Lisa Wielenge General Manager                     |
|---|
| Typed Name and Title of Authorized Representative |
| Signature of Authorized Representative            |
|   |

#### **LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each Subcontractor who performs any work for Vendor 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 Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor'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 Vendor 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, and Gila County elects to continue the contract with the Vendor, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Lisa Welenge

Printed Name

Citle

#### **BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**COMPLETED AND EXECUTED** 

#### **CHECKLIST:**

REQUIRED DOCUMENT

|          | QUALIFICATION & CERTIFICATION FORM          |
|----------|---|
|          | CERTIFICATION REGARDING DEBARMENT           |
|          | PRICE SHEETS                                |
|          | NO COLLUSION AFFADAVIT                      |
|          | LEGAL ARIZONA WORKS ACT COMPLIANCE          |
|          | BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT |
|          | OFFER PAGE                                  |
|          |   |
|          |   |
| ACKNO    | WLEDGMENT OF RECEIPT OF ADDENDA:            |
| Initials | Ju Ju Ju Ju                                 |
| Date     | 1-11-19 1-11-19 1-11-19                     |
|          |   |
| Signed a | nd dated this 11+10 day of JAD 2019         |
|          | McSpadden Food Inc                          |
|          | VENDOR!                                     |
|          | BV: (Signature)                             |

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Invitation for Bids: Bid No. 111518 Purchase of Three (3) New Ford Expedition SSV's. All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before January 15, 2019, 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 Invitation for bids.

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

CONTRACT NUMBER: 111518 Purchase of Three (3) New Ford Expedition SSV's

| Firm Submitting Bid:                    | For clarification of this offer, contact:  |
|---|--|
| McSpadden Fors Inc<br>Company Name      | Name: <u>Lisa Wieleige</u>   |
| Address  Globe Az 85501  City State Zip | Phone No.: (928) 425-449 1  Fax (928) 425-93 90  Email: MCSpadden Sales@ Cableone 20et |
|   | Signature of Authorized Person to Sign  LSa Wieless  Printed Name                      |
|   | Title  |

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

### ACCEPTANCE OF OFFER

(For Gila County use only)

| The Offer is here  | by Accepted:           |                            |   |
|--------------------|------------------------|----------------------------|---|
| Invitation for Bid |                        | ding all terms and conditi | o provide the materials or services listed in ons, specifications, amendments, etc. and the |
| to commence ar     |                        | to provide any material    | lo. 111518. The Vendor has been cautioned not or service under this Contract until Vendor   |
| Awarded this       | day of                 | 2019                       |   |
| GILA COUI          | NTY BOARD OF SUPER     | RVISORS:                   |   |
| Tim R. Hur         | mphrey, Board of Sup   | pervisors                  | ÷   |
| ATTEST:            |                        |                            |   |
| Marian Sh          | eppard, Clerk of the E | Board                      | -   |
| APPROVE            | O AS TO FORM:          |                            |   |
| The Gila Co        | ounty Attorney's Offic | re                         | 2   |



Bid is for model year 2019 only.

We have bid the vehicle and the upfit request separately as we understand the packets design.

Wayne Bentley
Government Sales Manager
928-240-2624

Wayne.bentley@tatesautocenter.com

| MINIMUM SPECIFICATIONS  Purchase of Three (3) New Ford Expedition SSV's | MEETS MINIMUM<br>SPECIFICATIONS |              |  |
|---|---------------------------------|--------------|--|
|   | NO                              | YES          |  |
| Exterior: White   |                                 | YES          |  |
|   |                                 | YES          |  |
| Interior: Light Color   |                                 | YES          |  |
| Cloth Covered Front Bucket Seats without Console                        |                                 | YES          |  |
| Vinyl Covered Rear Bench Seat   |                                 | YES          |  |
| Power Features:   |                                 | YES          |  |
| Power steering; Door Locks; Windows; Mirrors.                           |                                 | YES          |  |
|   |                                 | YES          |  |
| Power Steering and Tilt Steering Wheel                                  |                                 | YES          |  |
| A/C & Heat in Front and Rear  |                                 | YES          |  |
| Factory Solar Deep Tinted Windows                                       |                                 | YES          |  |
| Remote Keyless Entry PLUS 5 ENTRY AND IGNITION KEYS/FOBS AS             |                                 | YES          |  |
| REQUIRED FOR ENTRY AND OPERATION  |                                 | YES          |  |
| Cruise Control  |                                 | YES          |  |
| AM/FM/CD Radio W/Hands Free Bluetooth Cell Phone Capability             |                                 | YES          |  |
| Gas Engine: V-6 Turbo Charged or V-8 Equivalent                         |                                 | YES          |  |
| Automatic Transmission  |                                 | YES          |  |
| 10 Ply All Terrain Tire (LT) with Full Size Spare Tire and Wheel        |                                 | YES          |  |
| 3:73 Gear Ratio with Locking Differential or Equivalent                 |                                 | YES          |  |
| Skid Plate Package  |                                 | YES          |  |
| 130 Amp Alternator  |                                 | YES          |  |
| 4 Wheel Drive Train   |                                 | YES          |  |
| Front Tow Hooks   |                                 | YES          |  |
| Trailer Tow Package with Receiver Hitch - Heavy Duty Cooling System     |                                 | YES          |  |
| Drivers Side Factory Mounted Spotlight                                  |                                 | YES          |  |
| Jack and Tire Changing Tools.   | YES                             |              |  |
| SUB - TOTAL AMOUNT  | \$                              | 40,756.56 ea |  |
| OTHER COSTS   | \$                              |              |  |
| SALES TAX   | \$                              | 3,662.39 ea  |  |
| TOTAL AMOUNT OF DELIVERED VEHICLE                                       | \$                              | 44,412.95 ea |  |

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery: <u>MUST BE DELIVERED BY JUNE 1, 2019</u>

Vendor Name: Tates Auto Center Holbrook Contact Number: 928-240-2624

#### PRICE SHEET

DESCRIPTION: Aftermarket Upfitting of Three (3) New Ford Expedition SSV's for Law Enforcement Use (Build Sheet Must Accompany Proposal)

| MINIMUM SPECIFICATIONS   | QUANTITY | MEETS MINIMUM  |
|--|----------|----------------|
| Three (3) New Ford Expeditions SSV   |          | SPECIFICATIONS |
|  |          | YES NO         |
| Whelen Inneredge FST WC Tray 10 Lamp w/Flashing TD's 2018+ Expedition              | 1        | YES            |
| Add DUO Series for FST/RST, 1 Red/White  | 4        | YES            |
| Add DUO Series for FST/RST, 1 Red/Blue   | 4        | YES            |
| Whelen Cencom w/Traffic Advisor Module   | 1        | YES            |
| Whelen 100 Watt Speaker  | 1        | YES            |
| ·  | 1        | YES            |
| Whelen Speaker Bracket Ford Expedition SSV, Drivers Side                           | 1        | YES            |
| Gamber Johnson Console 17" Adjust Height Gamber Johnson Floor Plate Size: Short    |          | YES            |
| Gamber Johnson Floor Plate Leg Kit, 2015+ F150, 2017+ Super Duty, 2018+ Expedition | 1        | YES            |
| Gamber Johnson Rail Mounted Microphone Clip  | 2        | YES            |
| Gamber Johnson MCS Internal Double Cup Holder                                      | 1        | YES            |
| Gamber Johnson Face Plate Whelen Cencom  | 1        | YES            |
| Gamber Johnson Face Plate Vertex VX 5500 Radio 2 Piece                             | 1        | YES            |
| Gamber Johnson Face Plate for ICOM Radio 2 Piece                                   | 1        | YES            |
| Gamber Johnson Face Plate 3 Rocker Switch and 3 Cigarette Knockout Panels          | 1        | YES            |
| MCS 12 Volt DC Outlet w/Cover  | 3        | YES            |
| Kussmaul Dual USB Charging Port  | 1        | YES            |
| Havis CF30/31 Toughbook Doc  | 1        | YES            |
| Havis Power Supply - Toughbook   | 1        | YES            |
| Havis 10" HD Telescoping Pole Side Mount   | 1        | YES            |
| Havis 11" Slide Out Locking Swing Arm with Motion Adapter                          | 1        | YES            |
| Federal Signal Tail Light Flasher  | 1        | YES            |
| Federal Signal FHL-HL Universal Head Light Flasher                                 | 1        | YES            |
| Sho-Me 30" LED Strip RB Grill*   | 1        | YES            |
| Sho-ME LED Flasher, Terminal   | 1        | YES            |
| Federal Signal MicroPulse Ultra 6 Blue/Blue  | 1        | YES            |
| Bottom of Hatch*   |          |                |
| Federal Signal MicroPulse Ultra 6-FedSig Blue/Blue                                 |          |                |
| Federal Signal MicroPulse Ultra 6 Red/Red  | 1        | YES            |
| Bottom of Hatch*   |          |                |
| Federal Signal MicroPulse Ultra 6-FedSig Red/Red                                   |          |                |
| SHO-ME 8 Amp Mercury Switch Hatch Lights*  | 1        | YES            |
| Streamlight Stinger DS LED HL, Dual Switch   | 1        | YES            |
| Sound Off All LED Dome Light, Red/White  | 2        | YES            |

| Tomar RECT 16 LED Light Red/Blue  |                                 | VEC |
|---|---------------------------------|-----|
| Rear Side Windows*  | 2                               | YES |
| Tomar RECT - 16 Extended L Bracket  | 2                               | YES |
| Intersector LED Under Mirror Light  | 2                               | YES |
| Under Side Mirrors*   |                                 |     |
| Whelen 8 Head Dominator Plus Red/Blue   | 1                               | YES |
| Inside Rear Window at Top*  | ·                               |     |
| Whelen Mount L Bracket  | 1                               | YES |
|   | 1                               | YES |
| MISC - B&B 225-2467-LO/2 Single Drawer Box  |                                 |     |
| 44" W x 42 A" D x 16 'A" Tall. With Lock Out Pull Out                                   |                                 |     |
| Top Tray 44" W x 36 A" D x 4" Tall Plus Expanded Metal                                  |                                 |     |
| Screen. Also includes Lock Out Glides (and Addition of Hole Location Tube               |                                 |     |
| Inside of Drawer for Lowering the Spare Tire 10" Tall). Drawer ID = 41" W $	imes$ 40" D |                                 |     |
| x 12" Tall. Powdercoated with Install Frame Includes (Ford Expedition 2015+)            |                                 |     |
| MISC - B&B 225-2035 Addition of Adjustable Divider for                                  | 1                               | YES |
| Box Drawer  | 1                               |     |
| D & R Power Distribution Unit/Watch Dog   | 1                               | YES |
| MISC - 150 Amp Circuit Breaker  | 1                               | YES |
| Wire, Loom & Hardware for Installation  | 1                               | YES |
| LABOR FOR INSTALLATION of Listed Equipment  |                                 | YES |
| SHIPPING/HANDLING   |                                 | YES |
| Run Power and Ground for 2 Radios to Center Console                                     |                                 | YES |
| SUB - TOTAL AMOUNT  | \$12,086.46<br>\$<br>\$1,099.86 |     |
| OTHER COSTS   |                                 |     |
| SALES TAX   |                                 |     |
| TOTAL AMOUNT OF DELIVERED VEHICLE   | \$13,186.32                     |     |

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: MUST BE DELIVERED BY JUNE 1, 2019

Vendor Name: <u>Tates Auto Center Holbrook / Pride Group Phoenix</u> Vendor Phone Number: <u>928-240-2624</u>

#### LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each Subcontractor who performs any work for Vendor 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 Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor'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 Vendor 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, and Gila County elects to continue the contract with the Vendor, Vendor 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.

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"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."

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Signature of Authorized Representative

Printed Name

Wayne Bentley

Title

Government Sales manager

### 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 or 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.

Typed Name and Title of Authorized Representative

Wayne Bentley

Signature of Authorized Representative

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

Tates Ford Lincoln Mercury

DBA Tates Auto Center

Wayne Bentley - Comm Account Manager 928-240-2624

Item No. -

-QTE

1/15/2018

Quote

Customer Info

Name -Address - Gila County

1350 east Monroe

Globe Az 85501

Phone -

City/State/Zip -

**Details** 

Quote Date -

VIN# -

Order Specification

Dealer Rep. -

Wayne Bentley

Days Net -

| Y | Description  | Unit Price   | Total  |
|---|--|--|--|
|   | 2019 Ford Expedition 4x4 XL SSV Reg<br>102A Equipment package, (LH) Ebony front buckets/ vinil rear<br>seating, (994) 3.5L V6 EcoBoost engine, (44U) 10-speed auto, (536)<br>HD tow package. | \$38,561.06  | \$115,683.18   |
|   | 3 extra keys LT275/65R18 BS tires Spotlamp Total Taxable State of Arizona Navajo & Holbrook Sales Tax of Dealer Documentary Fee License Fees DEQ Tire Tax                                    | \$510.00<br>\$700.00<br>\$475.00<br><b>\$40,246.06</b><br>\$3,662.39<br>\$499.50 | \$1,530.00<br>\$2,100.00<br>\$1,425.00<br><i>\$120,738.18</i><br>\$10,987.17<br>\$1,498.50 |
|   | Per Unit Total   | <b>\$44,412.95</b> Invoice Total   | \$133,238.86   |

| Misc. Info              |                |            | Additional VIN# |
|-------------------------|----------------|------------|-----------------|
| Contact Name -          |                |            | Vehicle 2 -     |
| Contact E-Mail -        | bhurst@gilacou | intyaz.gov | Vehicle 3 -     |
| Customer FIN# -         | QA521          |            | Vehicle 4 -     |
| Customer P.O.# -        |                |            | Vehicle 5 -     |
|                         |                |            | Vehicle 6 -     |
| Estimated Build Tir     | ne             | 10 Weeks   | Vehicle 7 -     |
| Estimated Delivery Date |                | 4/20/2019  | Vehicle 8 -     |
|                         |                |            | Vehicle 9 -     |

Thank You!!

Tate's Auto Center Holbrook

Remit Payment to

1001 Navajo blvd Holbrook Az 86025

Invoice

**MSRP** 



**Description** 

Code

| Base Vehicle      |  |  |                         |
|-------------------|--|--|-------------------------|
| U1G               | Base Vehicle Price (U1G)   | \$51,530.00  | \$49,469.00             |
| Packages          |  |  |                         |
| 102A              | Equipment Group 102A<br>SSV  | -\$2,080.00  | -\$1,955.00             |
|                   | Includes: - Engine: 3.5L EcoBoost V6 Includes auto start-stop technology Transmission: 10-Speed Automatic w/SelectS - Electronic Limited Slip w/3.73 Axle Ratio - GVWR: 7,450 lbs - Cloth Front Bucket Seats 5-passenger seating. Includes 8-way power of manual passenger seat Radio: AMIFM Stereo w/MP3 Capable Includes speed-compensated volume and 6 s - SYNC Communication & Entertainment System Includes enhanced voice recognition, 911 Asterior Covering - Vinyl Floor Covering - Vinyl Floor Covering - Vinyl 2nd Row Seating - Skid Plates - Includes fuel tank underbody protection Center Console Delete - Deletes armrest and storage bin with lid Running Board Delete | Iriver seat with manual recline and pow<br>peakers.<br>tem |                         |
| Powertrain        |  |  |                         |
| 99T               | Engine: 3.5L EcoBoost V6   | Included   | Included                |
|                   | Includes auto start-stop technology.   |  |                         |
| 44U               | Transmission: 10-Speed<br>Automatic w/SelectShift  | Included   | Included                |
| X3L               | Electronic Limited Slip w/3.73 Axle Ratio  | Included   | Included                |
| STDGV             | GVWR: 7,450 lbs  | Included   | Included                |
| Wheels & Tires    |  |  |                         |
| NONTR2            | Tires: P275/65R18 AT<br>OWL w/536  | Included   | Included                |
| NONWL1            | Wheels: 18" Machined-<br>Face Aluminum w/536   | Included   | Included                |
| Seats & Seat Trim |  |  |                         |
| L                 | Cloth Front Bucket Seats   | Included   | Included                |
|                   | 5-passenger seating. Includes 8-way power driv<br>passenger seat.  | er seat with manual recline and power                      | lumbar and 2-way manual |
| Other Options     |  |  |                         |
|                   |  |  |                         |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Selected Options (cont'd)

| Code               | Description  | MSRP         | Invoice               |  |
|--------------------|--|--------------|-----------------------|--|
| PAINT              | Monotone Paint Application   | STD          | STD                   |  |
| 122WB              | 122" Wheelbase   | STD          | STD                   |  |
| STDRD              | Radio: AM/FM Stereo<br>w/MP3 Capable   | Included     | Included              |  |
|                    | Includes speed-compensated volume and 6 speakers. Includes: - SYNC Communication & Entertainment System Includes enhanced voice recognition, 911 Assist, 4.2" LCD display in center stack, AppLink and (1) smart charging USB port.                            |              |                       |  |
| 536                | Heavy-Duty Trailer Tow<br>Package  | \$1,570.00   | \$1,476.00            |  |
|                    | Includes: - Wheels: 18" Machined-Face Aluminum w/536 - Tires: P275/65R18 AT OWL w/536 - Heavy-Duty Engine Radiator - Electronic Limited Slip w/3.73 Axle Ratio - Integrated Traller Brake Controller - 2-Speed Automatic 4WD Includes neutral towing capacity. |              |                       |  |
| Emissions          |  |              |                       |  |
| 425                | 50 States Emissions<br>System  | STD          | STD                   |  |
| Interior Colors    |  |              |                       |  |
| LH_01              | Ebony  | N/C          | N/C                   |  |
| Primary Colors     |  |              |                       |  |
| YZ_01              | Oxford White   | N/C          | N/C                   |  |
| SUBTOTAL           |  | \$51,020.00  | \$48,990.00           |  |
| Fuel Charge        |  | \$0.00       | \$57.78               |  |
| Destination Charge |  | \$1,395.00   | \$1,395.00            |  |
| TOTAL              |  | \$52,415.00  | \$50,442.78           |  |
| IOIAL              |  | Ψ02, 1.10.00 | Ψ00, 1 1 <u>2.</u> 10 |  |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

### Selected Equipment & Specs

#### **Dimensions**

Exterior length: 210.0" \* Exterior width: 83.6" \* Exterior height: 76.4" \* Wheelbase: 122.5" \* Front track: 67.6" \* Rear track: 67.2" \* Turning radius: 20.5' \* Min ground clearance: 9.8" \* Front legroom: 43.9" \* Rear legroom: 41.5" \* Front headroom: 42.0" \* Rear headroom: 40.0" \* Front hiproom: 62.2" \* Rear hiproom: 62.6" \* Front shoulder room: 64.9" \* Rear shoulder room: 64.8" \* Passenger volume: 171.9cu.ft. \* Approach angle: 23.3 deg \* Departure angle: 21.9 deg \* Cargo volume: 20.9cu.ft. \* Cargo volume seats folded: 63.6cu.ft. \* Maximum cargo volume: 104.6cu.ft.

#### **Powertrain**

EcoBoost 375hp 3.5L DOHC 24 valve twin turbo V-6 engine with variable valve control, gasoline direct injection \* Auto stop-start feature \* Recommended fuel: premium unleaded \* LEV3-ULEV70 \* 10 speed automatic transmission with overdrive \* Part and full-time \* Limited slip differential \* Fuel Economy City: 17 mpg \* Fuel Economy Highway: 22 mpg \* Capless fuel filler

#### Suspension/Handling

Front independent double wishbone suspension with anti-roll bar, gas-pressurized shocks \* Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks \* Speed-sensing electric power-assist rack-pinion Steering \* Front and rear 18 x 8.5 machined aluminum wheels \* P275/65SR18 OWL AT front and rear tires

#### **Body Exterior**

4 doors \* Driver and passenger power remote heated, manual folding door mirrors \* Black door mirrors \* Body-coloured bumpers \* Class IV trailer hitch with brake controller and trailer sway control \* Roof rack rails only \* Trailer harness \* Clearcoat paint \* Front and rear 18 x 8.5 wheels \* 2 front tow hook(s)

#### Convenience

Manual air conditioning with air filter \* Rear HVAC with separate controls \* Auxiliary rear heater \* Cruise control with steering wheel controls \* Power windows \* Driver 1-touch up \* Driver 1-touch down \* Remote power door locks with 2 stage unlock and illuminated entry \* Proximity key push button start only \* Manual tilt steering wheel \* Manual telescopic steering wheel \* Day-night rearview mirror with auto-dimming \* Internet access \* SYNC 3 911 Assist emergency SOS \* Wireless phone connectivity \* SYNC 3 AppLink smart device integration \* 1 1st row LCD monitor \* Front and rear cupholders \* Dual expandable coverage illuminated visor mirrors \* Full overhead console \* Driver and passenger door bins \* Rear door bins

#### **Seats and Trim**

Seating capacity of 5 \* Front bucket seats \* 8-way 6-way power driver seat adjustment \* Power 2-way driver lumbar support \* Power height adjustable driver seat \* 4-way passenger seat adjustment \* 40-20-40 folding rear split-bench seat \* Cloth seat upholstery \* Metal-look gear shift knob \* Leather steering wheel \* Cargo net

#### **Entertainment Features**

AM/FM/Satellite-prep radio with radio data system \* Auxiliary audio input \* External memory control \* Steering wheel mounted radio controls \* 6 speakers \* Streaming audio \* Window grid antenna

#### Lighting, Visibility and Instrumentation

Halogen aero-composite headlights \* Delay-off headlights \* Fully automatic headlights \* Front fog lights \* Variable intermittent front windshield wipers \* Speed sensitive wipers \* Fixed interval rear windshield wiper \* Rear window defroster \* Fixed rearmost windows \* Deep tinted windows \* Front and rear reading lights \* Tachometer \* Voltmeter \* Compass \* Outside temperature display \* Camera(s) - rear with washer \* Low tire pressure warning \* Trip computer \* Trip odometer

#### Safety and Security

4-wheel ABS brakes \* Brake assist with hill descent control with hill hold control \* 4-wheel disc brakes \* Electronic stability control \* ABS and driveline traction control \* Dual front impact airbag supplemental restraint system \* Dual seat mounted side impact airbag supplemental restraint system \* Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag supplemental restraint system \* Airbag supplemental restraint system occupancy sensor \* Remote activated perimeter/approach lighting \* Power remote door locks with 2 stage unlock and panic alarm \* Security system with SecuriLock immobilizer \* MyKey restricted driving mode \* Manually adjustable front head restraints \* Fixed rear head restraints

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

#### **Dimensions**

General Weights

Curb 5.692 lbs.

Payload 1,700 lbs.

Front Weights

Front GAWR3,450 lbs.

Rear Weights

Rear GAWR4,380 lbs.

Trailering Type

TypeRegular

ClassIV

Brake controllerYes

General Trailering

Towing capacity 9200 lbs.

Fuel Tank type

Capacity23.3 gal.

Off Road

Approach angle 23 deg

Ramp breakover angle21 deg Load floor height35 "

Interior cargo

Cargo volume 20.9 cu.ft.

Maximum cargo volume 104.6 cu.ft.

GVWR7.450 lbs.

Front curb weight 2,913 lbs.

Rear curb weight2,779 lbs.

HarnessYes

Hitch Yes

Trailer sway controlYes

GCWR15500 lbs.

Capless fuel fillerYes

Departure angle22 deg

Min ground clearance 10 "

Cargo volume seats folded63.6 cu.ft.

#### Powertrain

Engine Type

BrandEcoBoost

CylindersV-6

**IgnitionSpark** 

Liters 3.5L

Recommended fuelPremium unleaded

ValvetrainDOHC

Forced induction Twin turbo

Engine Spec

Bore 3.64"

Displacement213 cu.in.

Engine Power

Output 375 HP @ 5,000 RPM

Alternator

Amps150

Battery

Amp hours 72

Run down protectionYes

Block material Aluminum Head material Aluminum

InjectionGasoline direct injection

**OrientationLongitudinal** 

Valves per cylinder4

Variable valve controlYes

Compression ratio 10.5:1

Stroke3.41"

Torque 470 ft.-lb @ 3,500 RPM

Cold cranking amps675

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Engine Extras

RadiatorHD

Auto stop-start featureYes

Transmission

Electronic controlYes
OverdriveYes

Overdrive Yes
TypeAutomatic

Lock-upYes Speed10

Transmission Gear Ratios

1st4.696

3rd2.146

5th1.52

7th1

9th0.689

Reverse Gear ratios 4.866

2nd2.985

4th1.769

6th1.275

8th0.854

10th 0.636

Transmission Extras

Driver selectable modeYes

Oil coolerRegular duty

Sequential shift controlSelectShift

Drive Type

4wd typePart and full-time

TypeFour-wheel

Drive Feature

Limited slip differential Electro-mechanical

Locking hub controlAuto

Traction controlABS and driveline Transfer case shiftElectronic

Drive Axle

Ratio3.73

Exhaust

MaterialStainless steel

System typeSingle

**Emissions** 

CARBLEV3-ULEV70

EPATier 3 Bin 70

fuel Economy

City17 mpg

Fuel typeGasoline

Highway22 mpg Combined19 mpg

Green Values

Energy Impact Score (Barrels per year) 17.3

Carbon FP / Tailpipe and upstream total GHG (CO2,

tons per year)9.3

#### **Driveability**

Brakes

ABS4-wheel

Type4-wheel disc

ABS channels4

Vented discsFront and rear

Brake Assistance

Brake assistYes

Hill hold controlYes

Hill descent controlYes

Suspension Control

RideRegular

Electronic stability control Stability control with

anti-roll

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Tate's Auto Center 1001 Navajo Blvd, Holbrook, Arizona, 860252650 Office: 928-524-6268

### Selected Equipment & Specs (cont'd)

Front Suspension

Independence Independent

Anti-roll barRegular

Front Spring

**TypeCoil** 

Front Shocks

TypeGas-pressurized

Rear Suspension

IndependenceIndependent

Anti-roll barRegular

Rear Spring

**TypeCoil** 

Rear Shocks TypeGas-pressurized

Steering

Speed-sensing Yes

TypeRack-pinion

Steering Specs # of wheels2

Exterior

Front Wheels

Diameter 18"

Rear Wheels

Diameter18"

Spare Wheels

Wheel materialSteel

Front and Rear Wheels

**Appearance Machined** 

Front Tires

Aspect65

SidewallsOWL

TreadAT

Width275mm

Rear Tires

Aspect65

SidewallsOWL

TreadAT

Width275mm

Spare Tire

MountUnderbody w/crankdown

Wheels

Front track67.6"

TypeDouble wishbone

GradeRegular

TypeMulti-link

GradeRegular

ActivationElectric power-assist

Width8.50"

Width8.50"

Material Aluminum

Diameter18"

SpeedS

TypeP

Diameter 18"

SpeedS TypeP

TypeFull-size

Rear track67.2"

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Turning radius 20.5

**Body Features** 

Skid plate(s)3

Side impact beamsYes

**Body Doors** 

Door count4

Right rear passengerConventional

Exterior Dimensions

Length210.0"

Body height 76.4"

Rear door opening width51.4"

Left rear passengerConventional

Body material Galvanized steel/aluminum

Rear cargoLiftgate

Front tow hook(s)2

Wheelbase122.5"

Body width83.6"

Rear door opening height32.7"

Safety

Airbags

Driver front-impactYes

Occupancy sensorYes

Passenger front-impactYes

Seatbelt

Rear centre 3 pointYes

Pre-tensioners Front

Security

Restricted driving modeMyKey

Driver side-impactSeat mounted

OverheadSafety Canopy System curtain 1st,

2nd and 3rd row

Passenger side-impactSeat mounted

Height adjustableFront Pre-tensioners (#)2

**ImmobilizerSecuriLock** 

Panic alarmYes

Seating

Passenger Capacity

Capacity 5

Front Seats

**SplitBuckets** 

Driver Seat Fore/aftPower

RecliningManual

Lumbar supportPower 2-way

Passenger seat

Fore/aftManual

Way direction control4

Front Head Restraint

ControlManual

Rear Seats

DescriptorSplit-bench

Folding40-20-40

**TypeFixed** 

Fore/aftManual

**TypeBucket** 

Height adjustable Power

Way direction control8

Cushion tiltPower

RecliningManual

**TypeAdjustable** 

FacingFront

Folding positionFold forward seatback

RecliningManual

Rear Head Restraints

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**TypeFixed** 

Number2

Front Seat Trim Material Cloth

Back materialCloth

Rear Seat Trim Group

Material Vinyl

Back material Carpet

Convenience

AC And Heat Type

Air conditioning Manual

Air filterYes

Auxiliary rear heaterYes

Audio System

Radio data systemYes

Seek-scanYes

Rear HVACWith separate controls

Underseat ductsYes Headliner/pillar ductsYes

RadioAM/FM/Satellite-prep Auxiliary audio inputYes

Radio gradeRegular

Audio Speakers

Speaker typeRegular

Audio Controls

Speed sensitive volumeYes

Voice activation Yes

Audio Antenna

TypeWindow grid

**LCD Monitors** 

1st row1

Cruise Control Cruise controlWith steering wheel controls

Remote Releases Rear windowKevfob

Convenience Features

Retained accessory powerYes Emergency SOSSYNC 3 911 Assist

Internet accessSelective service

Door Lock Activation

TypePower with 2 stage unlock

**KeypadYes** 

Auto locking Yes

Door Lock Type

Rear child safetyManual

Instrumentation Type

DisplayAnalog

Instrumentation Gauges

External memory control External memory

control

Speakers6

Steering wheel controls Yes

Streaming audioBluetooth yes

Primary monitor size (inches)4.2

12V DC power outlet4

Wireless phone connectivityBluetooth

Smart device integrationApp link

RemoteKeyfob (all doors)

Integrated key/remoteYes

Proximity keyPush button start only

Tailgate/rear door lockIncluded with power door

locks

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

TachometerYes

Engine temperatureYes

Oil pressureYes VoltmeterYes

Instrumentation Warnings

Oil pressureYes

BatteryYes

KeyYes

Low washer fluidYes

Trunk/liftgate aiarYes

Low tire pressure Tire specific

Engine temperatureYes

Lights on Yes

Low fuelYes

Door aiarYes Brake fluidYes

Instrumentation Displays Clockin-radio display

Exterior tempYes

Camera(s) - rearWith washer

CompassYes

Systems monitorYes

Instrumentation Feature

Trip computerYes

Trip odometerYes

**TiltingManual** 

Steering Wheel Type

MaterialLeather

**TelescopingManual** 

Front Side Windows

Window 1st row activation Power

Windows Rear Side

2nd row activationPower

3rd row activation Fixed

Window Features

1-touch downDriver

**TintedDeep** 

Front Windshield

WiperVariable intermittent

1-touch upDriver

Speed sensitive wipers Yes

Rear Windshield

WiperFixed interval

DefrosterYes

HeatingWiper park

WindowFlip-up

Interior

Driver Visor

IlluminatedYes

**MirrorYes** 

Expandable coverageYes

Passenger Visor

IlluminatedYes

**MirrorYes** 

Expandable coverageYes

Rear View Mirror

Day-nightYes

Auto-dimming Yes

Trim Door

Trim insertVinyl

Headliner

CoverageFull

Material Cloth

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

### Selected Equipment & Specs (cont'd)

Floor Trim

CoverageFull

Covering Vinyl/rubber

Trim Feature

Gear shift knobMetal-look

Interior accentsMetal-look

Lighting

Dome light typeFade Illuminated entryYes Variable IP lighting Yes Front reading Yes Rear reading Yes

Overhead Console Storage

StorageYes

Conversation mirrorYes

**TypeFull** 

Storage

Driver door binYes Glove boxYes Rear yesYes Rear door binsYes Front Beverage holder(s)Yes Passenger door binYes DashboardYes

Cargo Space Trim

FloorCarpet

Trunk lid/rear cargo doorPlastic

Cargo Space Feature

NetYes

LightYes

Legroom

Front43.9"

Rear41.5"

Headroom

Front42.0"

Rear40.0"

Hip Room

Front62.2"

Rear62.6"

Shoulder Room

Front64.9"

Rear64.8"

Interior Volume

Passenger volume 171.9 cu.ft.

### **ARF-5359**

### Consent Agenda Item 4. B.

### **Regular BOS Meeting**

Meeting Date: 03/19/2019

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

<u>Department:</u> Finance

<u>Fiscal Year:</u> 2019 <u>Budgeted?:</u> Yes

Contract Dates 02-19-19 to 10-01-19 Grant?:

Begin & End:

Matching No Fund?: Renewal

Requirement?:

### Information

### Request/Subject

Amendment No. 1 to Contract No. 111518-1 with McSpadden Ford for the purchase of four (4) new Ford Expedition SSVs for Sheriff's Patrol to extend the contract date through October 1, 2019.

### **Background Information**

On February 19, 2019, the Gila County Board of Supervisors approved Contract No. 111518-1 with McSpadden Ford for the purchase of four (4) New Ford Expedition SSVs. Fleet Management would like to extend the contract date through October 1, 2019, due to the delay of the upfitting requirements the vehicles are not deliverable by the previous requested date

The vehicles mentioned in the agenda request will be needed in the fleet in the coming year for the Sheriff's Office for patrol officer use. These vehicles would replace units B-107 2006 Ford Expedition 4x4 with 234,711 miles, B-116 2001 Chevrolet Tahoe 4x2 with 171,785 miles, B-127 2003 Chevrolet Tahoe 4x2 with 208,553 miles, and B-114 2001 Chevrolet Tahoe 4x2 with 197,600 miles that is costing a lot of money in repairs and fuel. Vehicles B-107, B-116, B-127 and B-114 will be used as a "trade in" to prevent increasing the size of the fleet and will be disposed of at auction.

### **Evaluation**

The original contract term for Contract No. 111518-1 with McSpadden Ford for the purchase of four (4) New Ford Expedition SSVs was from February 19, 2019, to June 1, 2019. The Public Works Department Director would like to extend the contract end date from June 1, 2019, to October, 1, 2019. Amendment No. 1 will serve to extend the term of the contract from June 1, 2019, to October 1, 2019, due to the delay of the upfitting requirements.

### Conclusion

The Amendment needs to be approved by the Board of Supervisors to extend the contract from June 1, 2019, to October 1, 2019, due to the delay of the upfitting requirements.

### Recommendation

The Public Works Director recommends that the Board of Supervisors approve the Amendment to extend the contract through October 1, 2019, to allow for completion of the required upfitting of the vehicles.

### Suggested Motion

Approval of Amendment No. 1 to Contract No. 111518-1 with McSpadden Ford for the purchase of four (4) new Ford Expedition SSVs to extend the contract to October 1, 2019, to allow for completion of the required upfitting of the vehicles.

### **Attachments**

Amendment No. 1 to Contract No. 111518-1

Contract No. 111518-1 with McSpadden Ford

As Read Bid Results

McSpadden Ford-Sealed Bid

Tate's Auto Center-Sealed Bid

### **AMENDMENT NO. 1**



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

### **CONTRACT NO. 111518-1**

### PURCHASE FOUR (4) NEW FORD EXPEDITION SSV'S FOR SHERIFF'S PATROL

**Effective** February 19, 2019 Gila County and McSpadden Ford entered into a contract whereby McSpadden Ford was awarded the Purchase Four (4) New Ford Expedition SSV's for Sheriff's Patrol.

The contract term will expire on June 1, 2019. The Fleet Management Department would like to extend the term of the contract to October 1, 2019 due to the needed time for completion of the project.

Amendment No. 1 to Contract No. 111518-1 will serve to extend the term of the contract to October 1, 2019, for a contract amount not to exceed Two Hundred Thirty-Seven Thousand, One Hundred One dollar and 04/100's (\$237,101.04).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the February 19, 2019 to October 1, 2019 contract term.

| IN WITNESS WHEREOF, two (2) identical cooriginal signatures and for all purposes be deby the parties hereinabove named, on this | emed an original | thereof, have | e been duly executed |
|---|------------------|---------------|----------------------|
| APPROVED:   | Doa              | W             | Dryè                 |
| Tim R. Humphrey, Chairman of the Board  | McSpadden F      | ord           | ď                    |
| Marian Sheppard, Clerk of the Board   |                  |               |                      |
| APPROVED AS TO FORM:  |                  |               |                      |
| The Gila County Attorney's Office   |                  |               |                      |

### **GILA COUNTY**

### NOTICE OF INVITATION FOR BID

BID NO. 111518-1

Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol



\*BOARD OF SUPERVISORS\*
Tommie C. Martin, Chairman
Timothy Humphrey, Vice Chairman
Woody Cline, Member

\*COUNTY MANAGER\*
James Menlove



### **GILA COUNTY** PROCUREMENT GROUP NOTICE OF INVITATION FOR BID

1400 E. Ash Street Globe, Arizona 85501

### SOLICITATION NUMBER 111518-1

BID DUE DATE:

Tuesday January 15, 2019

TIME: 3:30 PM

DESCRIPTION:

Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol

**Bid Opening Location:** 

GILA COUNTY FINANCE DEPARTMENT

ATTN: BETTY HURST COPPER BUILDING

1350 EAST MONROE GLOBE, ARIZONA 85501

Bid Submittal Location:

GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. <a href="http://www.gilacountyaz.gov/government/finance/procurement/current">http://www.gilacountyaz.gov/government/finance/procurement/current</a> bids.php

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the 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 Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Payson Roundup advertisement dates: December 11, 2018 and December 25, 2018

### BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Designated Department:

Gila County Fleet Management

Type of contract:

Term

Term of Contract:

Twelve Months

Phone Number:

(928) 951-3705

Tim R. Humphrey, Chairman, Board of Supervisors

Date: 12/4/18

Date: 12/4/18

Signed:

effers marker Shire

Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief

for Bradley D. Beauchamp, County Attorney

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### **GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol for the Sheriff's Office under Fleet Management in Gila County. Vehicles will be fully upfitted with security equipment and the outside shall be wrapped with the Gila County Sheriff logo.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: Exhibit "C" Pages 12-13, and Page 15-20 as specified on Price Sheet for total price being proposed.

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

#### **INSTRUCTIONS TO VENDORS**

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS 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 VENDORS**

### **Preparation of Sealed Bid**

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor 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 bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid, and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid 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 Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

### **Amendments**

Any addendum issued as a result of any change in this invitation for Bids must be acknowledged by all Vendors in the following manner:

Instructions to Vendors continued...

Completion of the Bidder Checklist & Addenda Acknowledgment form, page 19.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

#### Inquiries

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

#### **Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

### Submittal Bid Format:

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copyright infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

- 1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor 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 Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

#### BID NO. 111518-1

### Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol

#### Instructions to Vendors continued...

- 2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
- 3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

### All bids shall be submitted in a sealed envelope:

- Minimum of Two (2) copies with original signatures shall be provided by the Vendor;
- The words "Invitation for Bid" with Title "Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol", "Bid No. 111518-1", "January 15, 2019" and "3:30 PM" shall be written on the face of the envelope;
- The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.
- No bids will be accepted after 3:30 P.M. AZ Time, Tuesday, January 15, 2019. Bids will be opened at 3:30 P.M., Tuesday January 15, 2019.

#### **GENERAL TERMS AND CONDITIONS**

#### **Award of Contract**

- 1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
    - 1. Waive any immaterial defects or informalities; or
    - 2. Reject any or all Bids; or portions thereof; or
    - 3. Reissue a Request for Bid.
- 2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors 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 Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
- 4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
- 5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County <u>may</u> be invited to appear before the Board for an oral review.
- 6. The apparent successful Vendor(s) 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 Vendors who have submitted a bid under this IFB 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.

General Terms & Conditions continued...

#### Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm 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 the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 20, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 111518-1 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

### **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 Vendor 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 Invitation for Bids No. 111518-1, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; 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 Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, 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 Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

### **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 Vendor.

Exhibit "B" Contract Award Agreement continued...

#### **Contract Default**

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
  - 1. If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
  - 2. If the Vendor 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 Vendor 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**

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 Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

### 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 vendor(s) 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 vendor 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 Vendor.

#### **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, 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.

### BID NO. 111518-1

### Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol

Exhibit "B" Contract Award Agreement continued...

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

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

#### General

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

### BID NO. 111518-1

### Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol

Exhibit "B" Contract Award Agreement continued...

#### **Indemnification Clause**

Vendor 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 Vendor 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 Vendor 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 Vendor from and against any and all claims. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs.

#### **MINIMUM SPECIFICATIONS**

### **EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 111518-1**

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol. This Invitation for Bid No. 111518-1 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

### **SECTION 1.0**

#### General:

- 1.1 All product specifications are minimum. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 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.

### **SECTION 2.0**

#### **Bid Pricing:**

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 1, 2019. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect through June 1, 2019, unless terminated, cancelled or extended as otherwise provided herein.

#### **SECTION 3.0**

### Ordering and Delivery:

- 3.1 <u>ORDERING</u>: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 <u>PRODUCT DELIVERY</u> Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

### Exhibit "C" Minimum Specifications continued...

- 3.3 <u>DELIVERY TIME:</u> Vehicles must be delivered no later than June 1, 2019. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

### **QUALIFICATION AND CERTIFICATION FORM**

### **EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

### **PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 111518-1 Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol The applicant submitting this Bid warrants the following:

| 1. | Name, Address, and Telephone Number of Principal Vendor:  |
|----|---|
|    | 601, 10 Broad (31000 AZ ESSO)   |
| 2. | Has Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.   |
| 3. | Has Vendor (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 Vendors disqualifications, 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 Vendor (under your firm's present or any previous name) prior to end of contract period? YesNo. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.                                |
| 5. | Vendor must also provide at least the following information:  a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.   |
|    | b. Gila County reserves the right to request additional information.  |
|    |   |
|    | Signature of Authorized Person to Sign  |
|    | lisa li Diplances   |
|    | Printed Name  |
|    | Genoral Manager   |
|    | Title   |

#### BID NO.

### PRICE SHEET FOR SHERIFF'S OFFICE PATROL

| DESCRIPTION: | Purchase of | Four (4) New | Ford Expedition | SSV's for Sheriff's Pa | atrol |
|--------------|-------------|--------------|-----------------|------------------------|-------|
|              |             |              |                 |                        |       |

Vehicle Year, Make, & Model:

| MINIMUM SPECIFICATIONS Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol |              | MEETS <u>MINIMUM</u> SPECIFICATIONS |       |  |
|--|--------------|-------------------------------------|-------|--|
|  | NO           | YES                                 |       |  |
| Exterior: White  |              | X                                   | H.    |  |
| Interior: Light Color  |              | Y                                   |       |  |
| Cloth Covered Front Bucket Seats without Console   |              | x                                   |       |  |
| Vinyl Covered Rear Bench Seat  |              | X                                   |       |  |
| Power Features:  |              |                                     |       |  |
| Power steering; Door Locks; Windows; Mirrors.  |              | *                                   |       |  |
| Power Steering and Tilt Steering Wheel   |              | Y                                   |       |  |
| A/C & Heat in Front and Rear   |              | ×                                   |       |  |
| Factory Solar Deep Tinted Windows  |              | X                                   |       |  |
| Remote Keyless Entry PLUS 5 ENTRY AND IGNITION KEYS/FOBS AS                                |              | X                                   |       |  |
| REQUIRED FOR ENTRY AND OPERATION   |              | Α                                   |       |  |
| Cruise Control   |              | X                                   |       |  |
| AM/FM/CD Radio W/Hands Free Bluetooth Cell Phone Capability                                |              | χ                                   |       |  |
| Gas Engine: V-6 Turbo Charged or V-8 Equivalent  | <del>"</del> | X                                   |       |  |
| Automatic Transmission   |              | X                                   |       |  |
| 10 Ply All Terrain Tire (LT) with Full Size Spare Tire and Wheel                           |              | x                                   |       |  |
| 3:73 Gear Ratio with Locking Differential or Equivalent                                    |              | ×                                   |       |  |
| Skid Plate Package   |              | ×                                   |       |  |
| 130 Amp Alternator   |              | ×                                   |       |  |
| 4 Wheel Drive Train  |              | *                                   |       |  |
| Front Tow Hooks  |              | X                                   |       |  |
| Trailer Tow Package with Receiver Hitch – Heavy Duty Cooling System                        | •            | λ                                   |       |  |
| Drivers Side Factory Mounted Spotlight   |              | X                                   |       |  |
| Jack and Tire Changing Tools.  |              | ×                                   |       |  |
|  |              |                                     |       |  |
| SUB – TOTAL AMOUNT   | \$           | 3885D <sup>20</sup>                 | Each  |  |
| OTHER COSTS  | \$           | - 0-                                |       |  |
| SALES TAX  | \$           | 345265                              |       |  |
| TOTAL AMOUNT OF DELIVERED VEHICLE  | <u> </u>     | 2367.65                             | Each. |  |

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery: MUST BE DELIVERED BY JUNE 1, 2019

Vendor Name: McSpadden ForDIAC Contact Number: (908) 405-1491

01/10/19 17:41:27

Dealer: F56481

2019 EXPEDITION

Page: 1 of 1

Order No: 1111 Priority: D1 Ord FIN: QA521 Order Type: 5B Price Level: 950

Ord Code: 102A Cust/Flt Name: GILA COUNTY PO Number:

RETAIL RETAIL

U1G 4X4 XL \$51530 B4A NET INV FLT OPT NC YΖ OXFORD WHITE PRICED DORA NC

DEST AND DELIV 1395 L XL CLOTH BUCKET

TOTAL BASE AND OPTIONS 52415 L MEDIUM STONE

102A EQUIP GRP (2080) TOTAL 52415

.SKID PLATES \*THIS IS NOT AN INVOICE\*

99T .3.5L ECO V6 ENG NC

44U .10-SPD AUTO NC .3.73 ELSD AXLE

536 TRAILER TOW PKG 1570

64X .18" MCH ALM WHL

TEA .275/65R18 OWL

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

F2=Return to Order F3/F12=Veh Ord Menu F1=Help F2=Return to Order F4=Submit F5=Add to Library F1=Help

S099 - PRESS F4 TO SUBMIT QC05973

### **PRICE SHEET**

# DESCRIPTION: Aftermarket Upfitting of Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrolfor Law Enforcement Use

(Build Sheet Must Accompany Proposal)

| MINIMUM SPECIFICATIONS   | QUANTITY | NACETC NAINURALINA            |
|--|----------|-------------------------------|
| Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol                | QUANTITY | MEETS MINIIMUM SPECIFICATIONS |
| Tomar Scorpion LB 53" - CUSTOM-970L-53D3-1011 Dual Color                           | 1        |                               |
| Front Red/Blue/White, Rear Red/Blue/Amber Arrow                                    |          | $\lambda$                     |
| Whelen Cencom w/Traffic Advisor Module   | 1        | X                             |
| Whelen 100 Watt Speaker  | 1        | X                             |
| Whelen Speaker Bracket Ford Expedition SSV, Drivers Side                           | 1        | X                             |
| Gamber Johnson Console 17" Adjust Height   | 1        | X                             |
| Gamber Johnson Floor Plate Size: Short   | 1        | X                             |
| Gamber Johnson Floor Plate Leg Kit, 2015+ F150, 2017+ Super Duty, 2018+ Expedition | 1        | ×                             |
| Gamber Johnson Rail Mounted Microphone Clip  | 2        | X                             |
| Gamber Johnson MCS Internal Double Cup Holder                                      | 1        | γ                             |
| Gamber Johnson Face Plate Whelen Cencom  | 1        | X                             |
| Gamber Johnson Face Plate Vertex VX 5500 Radio 2 Piece                             | 1        | X                             |
| Gamber Johnson Face Plate for ICOM Radio 2 Piece                                   | 1        | ¥                             |
| Gamber Johnson Face Plate 3 Rocker Switch and 3 Cigarette                          | 1        |                               |
| Knockout Panels  |          | X                             |
| MCS 12 Volt DC Outlet w/Cover  | 3        | X                             |
| Kussmaul Dual USB Charging Port  | 1        | Y                             |
| Havis CF30/31 Toughbook Doc  | 1        | Ŷ                             |
| Havis Power Supply - Toughbook   | 1.       | X                             |
| Havis 10" HD Telescoping Pole Side Mount   | 1        | X                             |
| Havis 11" Slide Out Locking Swing Arm with Motion Adapter                          | 1        | X                             |
| Federal Signal Tail Light Flasher  | 1        | X                             |
| Federal Signal FHL-HL Universal Head Light Flasher                                 | 1        | X                             |
| Sho-Me 30" LED Strip RB Grill*   | 1        | X                             |
| Sho-ME LED Flasher, Terminal   | 1        | X                             |
| Federal Signal MicroPulse Ultra 6 Blue/Blue  | 1        |                               |
| Bottom of Hatch*   |          | $\checkmark$                  |
| Federal Signal MicroPulse Ultra 6-FedSig Blue/Blue                                 |          | ^                             |
| Federal Signal MicroPulse Ultra 6 Red/Red  | 1        | . /                           |
| Bottom of Hatch*   |          | X                             |
| Federal Signal MicroPulse Ultra 6-FedSig Red/Red                                   |          |                               |
| SHO-ME 8 Amp Mercury Switch  | 1        | X                             |
| Hatch Lights*  |          | / \                           |
| MISC – Setina PK1174EPD18 #8VS XL ½ Coated Polycarbonate                           | 1        | X                             |

| 1/2 Vinyl Coated Expanded Meta 2018+ Expedition                      |     | X                                     |
|--|-----|---------------------------------------|
| MISC - Setina PK0123EPD182ND 12VS 2 <sup>nd</sup> Partition Expanded | 1 . |                                       |
| Meta 2018+ Expedition  |     | ¥                                     |
| MISC - Setina WK0595EPD18 Window Barrier VS Polycarbonate            | 1   | X -                                   |
| Compatible with Stock Door Panel                                     |     | * -                                   |
| MISC - Setina DK0598EPD18 Door Panel VS Aluminum Replaces            | 1   |                                       |
| OEM-Standard Length  |     | <i>Y</i>                              |
| B&B Dual Gun Lock (GR3) w/ 2 SC-5HC                                  | 1   | X                                     |
| Unity Spotlight Install Kit  | 1   | X                                     |
| Unity 325 Series Sealed Beam Halogen 6" Spotlight                    | 1   | Ý                                     |
| Streamlight Stinger DS LED HL, Dual Switch                           | 1   | ./                                    |
| Piggyback Model  |     | X                                     |
| Sound Off All LED Dome Light, Red/White                              | 2   | X                                     |
| Tomar RECT 16 LED Light Red/Blue                                     | 2   |                                       |
| Rear Side Windows*   |     | Y                                     |
| Tomar RECT – 16 Extended L Bracket                                   | 2   | X                                     |
| Intersector LED Under Mirror Light                                   | 2   |                                       |
| Under Side Mirrors*  |     | X                                     |
| Whelen 8 Head Dominator Plus Red/Blue                                | 1   | N                                     |
| Inside Rear Window at Top*   |     | \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ |
| Whelen Mount L Bracket   | 1   | Y                                     |
| MISC – B&B 225-2467-LO/2 Single Drawer Box                           | 1   |                                       |
| 44" W x 42 ½" D x 16 ½" Tall. With Lock Out Pull Out                 |     | Y                                     |
| Top Tray 44" W x 36 ½" D x 4" Tall Plus Expanded Metal               |     |                                       |
| Screen. Also includes Lock Out Glides (and Addition of Hole          |     |                                       |
| Location Tube Inside of Drawer for Lowering the Spare Tire 10"       |     |                                       |
| Tall). Drawer ID = 41" W x 40" D x 12" Tall. Powdercoated with       |     |                                       |
| Install Frame Includes (Ford Expedition 2015+)                       |     |                                       |
| MISC - B&B 225-2035 Addition of Adjustable Divider for               | 1   | X                                     |
| Box Drawer   |     |                                       |
| D & R Power Distribution Unit/Watch Dog                              | 1   | X                                     |
| MISC – 150 Amp Circuit Breaker                                       | 1   | X                                     |
| Wire, Loom & Hardware for Installation                               | 1   | X                                     |
| LABOR FOR INSTALLATION of Listed Equipment                           |     |                                       |
| SHIPPING/HANDLING  |     |                                       |
| *Run Power and Ground for 2 Radios to Center Console                 | •   |                                       |
|  |     | 7 70 01                               |
| SUB – TOTAL AMOUNT   | \$  | 15,580.91                             |
|  | •   | -0-                                   |
| OTHER COSTS  | \$  | _ 0                                   |
|  | Ī   | 100170                                |
| SALES TAX  | \$  | 1286.10                               |
| OTIES ITO  |     | 1386.70<br>16,967.61                  |
| TOTAL AMOUNT OF DELIVERED VEHICLE                                    | \$  | 16,967.61                             |
| IOTAL AMOUNT OF DELIVERED VEHICLE                                    |     |                                       |

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: MUST BE DELIVERED BY JUNE 1, 2019

Vendor Name: McSpadden For Inc Vendor Phone Number: 928 405-4491

### **PRICE SHEET**

# DESCRIPTION: Aftermarket Vehicle Wrap of Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol for Law Enforcement Use (SEE ATTACHED VENDOR SUPPLIER QUOTE)

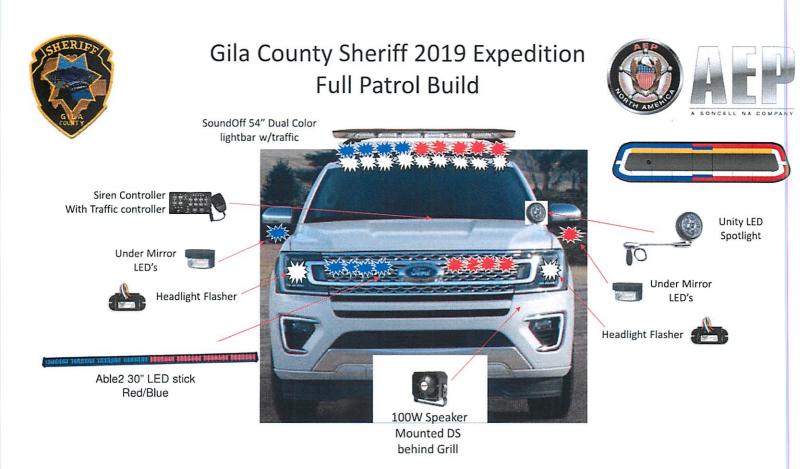
(Build Sheet Must Accompany Proposal)

| MINIMUM SPECIFICATIONS  Aftermarket Wrap of Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol for Law Enforcement Use (SEE ATTACHED VENDOR SUPPLIER QUOTE) | QUANTITY | MEETS MINIIMUM SPECIFICATIONS |
|--|----------|-------------------------------|
| SIGN: RTA Full Size SUV Passenger Side 3M EG Reflective Print / Overlam Drivers Side 3M E Reflective Print / Overlam Rear 3m EG Reflective Print / Overlam                   | 1        | ¥                             |
| INSTALLATION Clean, Prep, Install, Finish  | 1        | ¥                             |
| SETUP Design Set:  | 1        | Y                             |
| SUB – TOTAL AMOUNT   | \$       |                               |
| OTHER COSTS  SALES TAX   | \$<br>\$ |                               |
| TOTAL AMOUNT OF DELIVERED VEHICLE  | \$       |                               |

| <b>Delivery Location</b> | : Gila County Fleet Management, 1001 Besich Blvd., C | <u> Globe, AZ.</u> |
|--------------------------|--|--------------------|
|                          |  |                    |

Date of Delivery: MUST BE DELIVERED BY JUNE 1, 2019

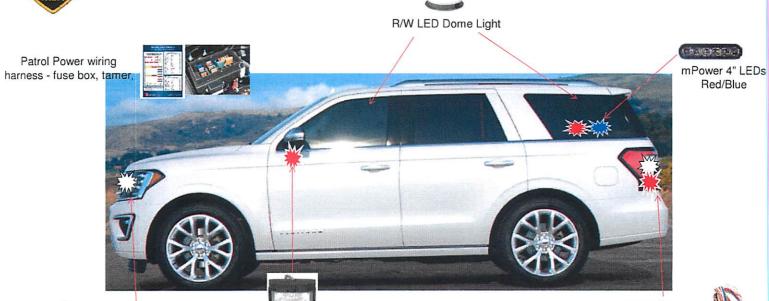
Vendor Name: McSoadder Ford Inc Vendor Phone Number: 98/405-449/





# Gila County Sheriff 2019 Expedition Full Patrol Build





Headlight Flasher

Intersector LED Under Mirror Light







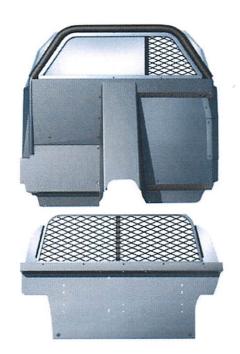


# Gila County Sheriff 2019 Expedition Full Patrol Build

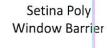


Setina Front Partition

Setina Rear Partition









Setina Aluminum Door Cover



## Gila County Sheriff 2019 Expedition Full Patrol Build



B&B 225-2467-LO/2 Single Drawer Box 44" W x 42 ½" D x 16 ½" Tall. With Lock Out Pull Out Top Tray 44" W x 36 ½" D x 4" Tall Plus Expanded Metal Screen. Also includes Lock Out Glides (and Addition of Hole Location Tube Inside of Drawer for Lowering the Spare Tire 10" Tall). Drawer ID = 41" W x 40" D x 12" Tall.



B&B 225-2035 Adjustable Divider for Box Drawer



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

| STATE OF ARIZONA )   |
|--|
| )ss  |
| COUNTY OF: )   |
| Lisa Wielenje.   |
| (Name of Individual) being first duly sworn, deposes and says:   |
| That he is   |
| of Mc Spadden Four In a and  |
| of Mc Spadden Four In a and  |
| (Name of Business)   |
| That he is bidding on Gila County Bid No. 111518-1 - Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patroland,   |
| That neither he nor anyone associated with the said  Mc Spadden Fold 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. |
| Mc Spadden Fono Inc. Name of Business  By  By  |
| Title  |
| Subscribed and sworn to before me this day of  |
| Hull Madden My Commission expires:   |
| Notary Public Jan 5, 2023  |
| KIM McSPADDEN Notary Public - State of Artzone GILA COUNTY Commission # 558484 Expires January 5, 2023   |

# 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 or 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.

| Lisa Li Deloño e                                  |
|---|
| Typed Name and Title of Authorized Representative |
| Awali Diores                                      |
| Signature of Authorized Representative            |
|   |

### **LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each Subcontractor who performs any work for Vendor 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 Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor'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 Vendor 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, and Gila County elects to continue the contract with the Vendor, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

### **BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

#### **CHECKLIST:**

REQUIRED DOCUMENT

| <u>RE</u> | QUIRED DOCUMENT                                   |          | COMPLETED AND | EXECUTED |  |
|-----------|---|----------|---------------|----------|--|
|           | QUALIFICATION & CERTIFICATION FORM                |          | <b>L</b>      |          |  |
|           | CERTIFICATION REGARDING DEBARMENT                 |          | 1/            | -        |  |
|           |   |          |               | -        |  |
|           | PRICE SHEETS                                      |          | <del></del>   | -        |  |
|           | NO COLLUSION AFFADAVIT                            |          |               | -        |  |
|           | LEGAL ARIZONA WORKS ACT COMPLIANCE                |          |               |          |  |
|           | BIDDERS CHECKLIST & ADDENDA ACKNOWLEDG            | SEMENT   |               | -        |  |
|           | OFFER PAGE  |          |               | -        |  |
|           |   |          |               |          |  |
|           |   |          |               |          |  |
|           |   |          |               |          |  |
| ACKNO     | OWLEDGMENT OF RECEIPT OF ADDENDA:                 |          |               |          |  |
| Initials  | $\mathcal{A}^{\sharp 1}$ $\mathcal{A}^{\sharp 2}$ | #3<br>Lu | Lu #4         | X#5      |  |
|           | 1-11-0  | 1-11-10  | 1.11.0        | 1.11.10  |  |
| Date      | 1-11-19   | 1-11-19  | <u>711-19</u> | 1-11-19  |  |
|           |   |          |               |          |  |
|           | 1111 -7. 2  |          | •             |          |  |
| Signed    | and dated this <u>LHA</u> day of <u>JAN</u>       | , 2019   |               |          |  |
|           |   |          |               |          |  |
|           |   | M = S    | 2-11 2 5      | 10 To a  |  |
|           |   | VENDOR!  | Dadder to     | no Inc   |  |
|           |   | VENDON)  | ( ) (         | )        |  |
|           |   | ( \ \ /  | n + i + i     | 11-      |  |

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Invitation for Bids: Bid No. 111518-1 Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol. All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before January 15, 2019, 3:30 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 Invitation for bids.

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

CONTRACT NUMBER: 111518-1 Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol

| Firm Submitting Bid:                 | For clarification of this offer, contact:                          |
|--------------------------------------|--|
| Mc Spadden For S Inc<br>Company Name | Name: Lisa Wielenga  |
| Laoi W Broad Address                 | Phone No.: (928) 435-4491 Fax (928) 435-9390                       |
| City State Zip                       | Email: McSpaddensalogo Cablomo, Ne                                 |
|                                      | Joseph Di Our.   |
|                                      | Signature of Authorized Person to Sign  LISA VICLOSC  Printed Name |
|                                      | G M<br>Title   |

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

# ACCEPTANCE OF OFFER (For Gila County use only)

| The Offer is hereby Accepted:  |
|--|
| The Vendor McSpadden Ford is now bound to provide the materials or services listed in Invitation for Bid No.: 111518-1 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.                           |
| The contract shall henceforth be referenced to as <u>Contract No. 111518-1.</u> The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendo receives written notice to proceed from Gila County. |
| Awarded this 19th day of February 2019   |
| GILA COUNTY BOARD OF SUPERVISORS:  |
| Tim R. Humphrey, Chairman, Board of Supervisors  |
| ATTEST:  Carran Sheppard, Clerk of the Board   |
| APPROVED AS TO FORM:  Sefferson & valtor, for  Charles Shire  The Gila County Attorney's Office  |
| www.mer.equipm.com.com.com.com.com.com.com.com.com.co  |

#### **EXHIBIT "K"**

**BID RESULTS** 

GILA COUNTY

BID

TITLE: Purchase Four (4) New Ford Expedition SSV's for Sheriff's

BID DUE

**NO.:** 111518-1 **DATE:** 01/15/19 3:30PM

R

Α

N **BID AMOUNT BIDDER FIRM NAME COMMENTS** G 144,412.95 TATES AUTO GROUP VINYLUATED \$ 19,327.17

# 42,307-65

MCSPADDEN FORD AFTER MAKKET \$ 16,967.61 3 4 5 6 7 8 9 10

## **GILA COUNTY**

## NOTICE OF INVITATION FOR BID

BID NO. 111518-1

Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol



\*BOARD OF SUPERVISORS\*
Tommie C. Martin, Chairman
Timothy Humphrey, Vice Chairman
Woody Cline, Member

\*COUNTY MANAGER\*
James Menlove



## **GILA COUNTY** PROCUREMENT GROUP **NOTICE OF INVITATION FOR BID**

1400 E. Ash Street Globe, Arizona 85501

## **SOLICITATION NUMBER** 111518-1

| BID DUE DATE: T  | uesday January 15, 2019  | TIME: 3:30 PM   |
|--|--|---|
| DESCRIPTION: Pu  | rchase of Four (4) New Ford Expedition   | SSV's for Sheriff's Patrol  |
| Bid Opening Locatio  | n: GILA COUNTY FINANCE DEP<br>ATTN: BETTY HURST<br>COPPER BUILDING<br>1350 EAST MONROE GLOBE |   |
| Bid Submittal Locati   | on: GILA COUNTY FINANCE DEP  | ARTMENT, 1400 E. Ash St., Globe, AZ 85501   |
|  | the materials and services specified we pecified location until the time and date            | rill be received by the Gila County Procurement cited.  |
| To receive bid docum   | nents, contact the Procurement Group a   | the Procurement Group shall not be considered. It (928) 402-4355 or click on the following link to ent/finance/procurement/current_bids.php |
| Additional instruction contained within the                                    | , , =  | pages 4-6 of the bid documents to Offerors as   |
| -  | _ ,  | r all proposals, or to accept any proposal, or to ard if deemed in the best interest of Gila County.  |
| Gila County Procurer   | •  | onformance with the rules and regulations of the A copy of the Gila County Procurement Group or Clerk of the Board's office, Globe, AZ.     |
| Payson Roundup adv   | ertisement dates: December 11, 2018 a  | and December 25, 2018   |
| BIDDERS A  | RE STRONGLY ENCOURAGED TO CAREF  | JLLY READ THE ENTIRE SOLICITATION.  |
| Designated Departme<br>Type of contract:<br>Term of Contract:<br>Phone Number: | ent: Gila County Fleet Management<br>Term<br>Twelve Months<br>(928) 951-3705                 |   |
| Signed:Tim R. Humpl  | nrey, Chairman, Board of Supervisors   | Date:   |
| Signed:  | alton, Deputy Gila County Attorney, Civi   | Date:<br>I Bureau Chief   |

for Bradley D. Beauchamp, County Attorney

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#### **GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol for the Sheriff's Office under Fleet Management in Gila County. Vehicles will be fully upfitted with security equipment and the outside shall be wrapped with the Gila County Sheriff logo.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: Exhibit "C" Pages 12-13, and Page 15-20 as specified on Price Sheet for total price being proposed.

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

#### **INSTRUCTIONS TO VENDORS**

IMPORTANT: EXHIBIT "A", INSTRUCTIONS TO VENDORS AND EXHIBIT "B", VENDORS 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 VENDORS**

#### **Preparation of Sealed Bid**

- A. Sealed Bids will be received by the Gila County Finance Department, from vendors, to deliver the product(s), goods and services contained to establish a contract for specified locations within Gila County. The County seeks sealed bids only from qualified, experienced vendors able to provide services which are, in all respects, responsive to the specifications. All bids shall be on the forms provided in this Invitation for Bid package. It is permissible to copy these forms if required.
- B. Before submitting its bid, each vendor 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 bid will constitute a representation of compliance by the vendor. There will be no subsequent financial adjustment, other than that provided for by the Contract, for lack of such familiarization.
- C. Vendors must complete all forms provided in this Invitation for Bid package in full, original signature in ink, by the person(s) authorized to sign the Bid and to be submitted at the time of bid, and made a part of this contract. The County will use the Bid, and Qualification and Certification Form, in evaluating the capacity of vendor(s) to perform the Scope of Services as set forth in the Contract. Failure of any Vendor to complete and submit the Price Sheet and Signature and Offer Page at time and place of opening may be grounds for automatic disqualification of the vendor(s) from further consideration.
- D. The names of all persons authorized to sign the Bid 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 Invitation for Bids shall be listed on the Bid.
- F. No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the vendor; if initialed, the County may require the vendor to identify any alteration so initialed.

#### **Amendments**

Any addendum issued as a result of any change in this Invitation for Bids must be acknowledged by all Vendors in the following manner:

Instructions to Vendors continued...

Completion of the Bidder Checklist & Addenda Acknowledgment form, page 19.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

#### **Inquiries**

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

#### Late Bids

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

#### Submittal Bid Format:

It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid. The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copyright infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

- 1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor 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 Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

#### Instructions to Vendors continued...

- 2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
- 3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

#### All bids shall be submitted in a sealed envelope:

- Minimum of Two (2) copies with original signatures shall be provided by the Vendor;
- The words "Invitation for Bid" with Title "Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol", "Bid No. 111518-1", "January 15, 2019" and "3:30 PM" shall be written on the face of the envelope;
- The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.
- No bids will be accepted after 3:30 P.M. AZ Time, Tuesday, January 15, 2019. Bids will be opened at 3:30 P.M., Tuesday January 15, 2019.

#### **GENERAL TERMS AND CONDITIONS**

#### **Award of Contract**

- 1. The Gila County Board of Supervisors reserves the right to award any Bid by individual line item, by group of line items or as total, or any part thereof, whichever is deemed to be in the best interest, most advantageous of the County of Gila.
  - a. Notwithstanding any or other provisions of the Bid, the County reserves the right to:
    - 1. Waive any immaterial defects or informalities; or
    - 2. Reject any or all Bids; or portions thereof; or
    - 3. Reissue a Request for Bid.
- 2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest responsive and responsible Vendor(s). To ensure that all Vendors 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 Bid of any Vendor(s) who has previously failed to perform adequately after having once been awarded a prior Bid for furnishing and installing materials similar in nature.
- 4. All submitted forms provided in this Invitation for Bids will be reviewed by the Gila County Board of Supervisors.
- 5. Those Vendor(s) who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Bids are most advantageous to the County <u>may</u> be invited to appear before the Board for an oral review.
- 6. The apparent successful Vendor(s) 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 Vendors who have submitted a bid under this IFB 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.

#### BID NO. 111518-1

#### Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol

General Terms & Conditions continued...

#### **Laws and Ordinances**

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Firm shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Firm. The Firm 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 the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 20, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 111518-1 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

#### **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 Vendor 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 Invitation for Bids No. 111518-1, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; 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 Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, 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 Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

#### **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 Vendor.

#### BID NO. 111518-1

#### Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol

Exhibit "B" Contract Award Agreement continued...

#### **Contract Default**

- A. The County, by written notice of default to the Vendor, may terminate the whole or any part of this contract in any one of the following circumstances:
  - If the Vendor fails to make delivery of the supplies or to perform the services within the times specified; or
  - 2. If the Vendor 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 Vendor 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**

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 Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

## 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 vendor(s) 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 vendor 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 Vendor.

#### **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, 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.

Exhibit "B" Contract Award Agreement continued...

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

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

#### General

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

Exhibit "B" Contract Award Agreement continued...

#### **Indemnification Clause**

Vendor 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 Vendor 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 Vendor 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 Vendor from and against any and all claims. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs.

#### MINIMUM SPECIFICATIONS

#### **EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 111518-1**

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol. This Invitation for Bid No. 111518-1 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

#### **SECTION 1.0**

#### General:

- 1.1 All product specifications are minimum. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 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.

#### **SECTION 2.0**

#### **Bid Pricing:**

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through June 1, 2019. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect through June 1, 2019, unless terminated, cancelled or extended as otherwise provided herein.

#### **SECTION 3.0**

#### **Ordering and Delivery:**

- 3.1 <u>ORDERING</u>: Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 <u>PRODUCT DELIVERY</u> Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

Exhibit "C" Minimum Specifications continued...

- 3.3 <u>DELIVERY TIME:</u> Vehicles must be delivered no later than June 1, 2019. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

## **QUALIFICATION AND CERTIFICATION FORM**

## **EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

#### **PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 111518-1 Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol** The applicant submitting this Bid warrants the following:

| 1. | Name, Address, and Telephone Number of Principal Vendor:  |
|----|---|
|    | McSpodden town Inc  |
|    | Leon 10 Broad Globe AZ 85501  |
|    | 4980495-4491  |
| 2. | Has Vendor (under its present or any previous name) ever failed to complete a contract?  Yes Yes No. If "Yes", give details including the date, the contracting agency, and   |
|    | the reason Vendor failed to perform in the narrative part of this Contract.   |
| 3. | Has Vendor (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 Vendors disqualifications, 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 Vendor (under your firm's present or any previous name) prior to end of contract period? YesNo. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.                                |
| 5. | Vendor must also provide at least the following information:  |
|    | a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this   |
|    | contract by this reference.  b. Gila County reserves the right to request additional information.   |
|    | b. Glia county reserves the right to request additional information.  |
|    | Taba Uda Chin   |
|    | Signature of Authorized Person to Sign  |
|    | Lisa Wielengen  |
|    | Printed Name  |
|    | Benoral Manager.  |
|    | Title   |

## PRICE SHEET FOR SHERIFF'S OFFICE PATROL

DESCRIPTION: Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol

| Vehicle Ye | ear. Make. | & Model: |       |     |
|------------|------------|----------|-------|-----|
| Dala       | ear, Make, | T. 100   | ition | SCV |

| MINIMUM SPECIFICATIONS Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol |       | MEETS MINIMUM SPECIFICATIONS |      |
|--|-------|------------------------------|------|
| .,   | NO    | YES                          |      |
| Exterior: White  |       | X                            |      |
| Interior: Light Color  |       | Y                            | 1    |
| Cloth Covered Front Bucket Seats without Console   |       | X                            |      |
| Vinyl Covered Rear Bench Seat  |       | X                            | 1    |
| Power Features:  |       |                              | 1    |
| Power steering; Door Locks; Windows; Mirrors.  |       | ×                            | 1    |
| Power Steering and Tilt Steering Wheel   |       | Y                            | 1    |
| A/C & Heat in Front and Rear   |       | ×                            | 1    |
| Factory Solar Deep Tinted Windows  |       | ×                            | 1    |
| Remote Keyless Entry PLUS 5 ENTRY AND IGNITION KEYS/FOBS AS                                |       | χ                            | 1    |
| REQUIRED FOR ENTRY AND OPERATION   |       |                              | 1    |
| Cruise Control   |       | ×                            | 1    |
| AM/FM/CD Radio W/Hands Free Bluetooth Cell Phone Capability                                |       | X                            | 1    |
| Gas Engine: V-6 Turbo Charged or V-8 Equivalent  |       | X                            |      |
| Automatic Transmission   |       | X                            |      |
| 10 Ply All Terrain Tire (LT) with Full Size Spare Tire and Wheel                           |       | χ                            |      |
| 3:73 Gear Ratio with Locking Differential or Equivalent                                    |       | ×                            | 1    |
| Skid Plate Package   |       | ×                            |      |
| 130 Amp Alternator   |       | ×                            |      |
| 4 Wheel Drive Train  |       | *                            |      |
| Front Tow Hooks  |       | χ                            |      |
| Trailer Tow Package with Receiver Hitch – Heavy Duty Cooling System                        |       | λ                            |      |
| Drivers Side Factory Mounted Spotlight   |       | ×                            |      |
| Jack and Tire Changing Tools.  |       | ×                            |      |
|  |       | -                            |      |
| SUB – TOTAL AMOUNT   | \$    | 3885D°                       | EACH |
| OTHER COSTS  | \$    | -0-                          |      |
| SALES TAX  | \$    | 3457.65                      |      |
| TOTAL AMOUNT OF DELIVERED VEHICLE  | \$ 42 | 2367.65                      | Each |

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery: MUST BE DELIVERED BY JUNE 1, 2019

Vendor Name: Mespadden Ford Inc Contact Number: (98) 405-4491

| CNGP  | 530          | VEH          | IICLE ORDER | CONFI  | RMATION   |         | 01/10/1  | L9 17:41:2 |
|-------|--------------|--------------|-------------|--------|-----------|---------|----------|------------|
| ==> , |              |              |             |        |           | _       | Deal     | ler: F5648 |
|       |              |              | 2019 EXPED  | ITION  |           |         | Pa       | age: 1 of  |
| Orde  | r No: 1111   | Priority:    | D1 Ord FI   | V: QA5 | 21 Order  | Type:   | 5B Price | Level: 95  |
| Ord ( | Code: 102A C | ust/Flt Name | : GILA COUN | YTY    | 1 O9      | Number: |          |            |
|       |              | RETAIL       |             |        |           |         | RETAIL   |            |
| U1G   | 4X4 XL       | \$51530      |             | B4A    | NET INV   | LT OPT  | . NC     |            |
| YZ    | OXFORD WHIT  | E            |             |        | PRICED DO | ORA     | NC       |            |
| L     | XL CLOTH BU  | CKET         |             |        | DEST AND  | DELIV   | 1395     |            |
| L     | MEDIUM STON  | E            |             | TOTAL  | BASE AND  | OPTION  | S 52415  |            |
| 102A  | EQUIP GRP    | (2080)       |             | TOTAL  |           |         | 52415    |            |
|       | .SKID PLATES | S            |             | *THIS  | IS NOT AM | INVOI   | CE*      |            |
| 99T   | .3.5L ECO V  | 5 ENG NC     |             |        |           |         |          |            |
| 44U   | .10-SPD AUTO | O NC         |             |        |           |         |          |            |

536 TRAILER TOW PKG 1570 64X .18" MCH ALM WHL TEA .275/65R18 OWL SP DLR ACCT ADJ SP FLT ACCT CR

.3.73 ELSD AXLE

F1=Help F2=Return to Order . F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

FUEL CHARGE

QC05973

F3/F12=Veh Ord Menu

## **PRICE SHEET**

# DESCRIPTION: Aftermarket Upfitting of Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrolfor Law Enforcement Use

(Build Sheet Must Accompany Proposal)

| MINIMUM SPECIFICATIONS Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol | QUANTITY | MEETS MINIIMUM SPECIFICATIONS YES NO |
|--|----------|--------------------------------------|
| Patroi   |          | ico No                               |
| Tomar Scorpion LB 53" - CUSTOM-970L-53D3-1011 Dual Color                                   | 1        |                                      |
| Front Red/Blue/White, Rear Red/Blue/Amber Arrow  |          | X                                    |
| Whelen Cencom w/Traffic Advisor Module   | 1        | X                                    |
| Whelen 100 Watt Speaker  | 1        | X                                    |
| Whelen Speaker Bracket Ford Expedition SSV, Drivers Side                                   | 1        | X                                    |
| Gamber Johnson Console 17" Adjust Height   | 1        | X                                    |
| Gamber Johnson Floor Plate Size: Short   | 1        | X                                    |
| Gamber Johnson Floor Plate Leg Kit, 2015+ F150, 2017+ Super                                | 1        | .,                                   |
| Duty, 2018+ Expedition   |          | X                                    |
| Gamber Johnson Rail Mounted Microphone Clip  | 2        | X                                    |
| Gamber Johnson MCS Internal Double Cup Holder  | 1        | Y                                    |
| Gamber Johnson Face Plate Whelen Cencom  | 1        | X                                    |
| Gamber Johnson Face Plate Vertex VX 5500 Radio 2 Piece                                     | 1        | X                                    |
| Gamber Johnson Face Plate for ICOM Radio 2 Piece   | 1        | X                                    |
| Gamber Johnson Face Plate 3 Rocker Switch and 3 Cigarette                                  | 1        | 99                                   |
| Knockout Panels  |          | X                                    |
| MCS 12 Volt DC Outlet w/Cover  | 3        | X                                    |
| Kussmaul Dual USB Charging Port  | 1        | X                                    |
| Havis CF30/31 Toughbook Doc  | 1        | X                                    |
| Havis Power Supply - Toughbook   | 1        | X                                    |
| Havis 10" HD Telescoping Pole Side Mount   | 1        | X                                    |
| Havis 11" Slide Out Locking Swing Arm with Motion Adapter                                  | 1        | ×                                    |
| Federal Signal Tail Light Flasher  | 1        | X                                    |
| Federal Signal FHL-HL Universal Head Light Flasher   | 1        | X                                    |
| Sho-Me 30" LED Strip RB Grill*   | 1        | X                                    |
| Sho-ME LED Flasher, Terminal   | 1        | X                                    |
| Federal Signal MicroPulse Ultra 6 Blue/Blue  | 1        | ,                                    |
| Bottom of Hatch*   |          | X                                    |
| Federal Signal MicroPulse Ultra 6-FedSig Blue/Blue   |          | <b>'</b> \                           |
| Federal Signal MicroPulse Ultra 6 Red/Red  | 1        | <b>\</b> /                           |
| Bottom of Hatch*   |          | X                                    |
| Federal Signal MicroPulse Ultra 6-FedSig Red/Red   |          |                                      |
| SHO-ME 8 Amp Mercury Switch  | 1        | X                                    |
| Hatch Lights*  |          |                                      |
| MISC – Setina PK1174EPD18 #8VS XL ½ Coated Polycarbonate                                   | 1        | X                                    |

| V   |    |                                       |
|---|----|---------------------------------------|
| ½ Vinyl Coated Expanded Meta 2018+ Expedition   |    | X                                     |
| MISC - Setina PK0123EPD182ND 12VS 2 <sup>nd</sup> Partition Expanded                      | 1  | X                                     |
| Meta 2018+ Expedition   |    |                                       |
| MISC - Setina WK0595EPD18 Window Barrier VS Polycarbonate                                 | 1  | X                                     |
| Compatible with Stock Door Panel  |    | ^                                     |
| MISC - Setina DK0598EPD18 Door Panel VS Aluminum Replaces                                 | 1  |                                       |
| OEM-Standard Length   |    | 7                                     |
| B&B Dual Gun Lock (GR3) w/ 2 SC-5HC   | 1  | ×                                     |
| Unity Spotlight Install Kit   | 1  | X                                     |
| Unity 325 Series Sealed Beam Halogen 6" Spotlight   | 1  | Ý                                     |
| Streamlight Stinger DS LED HL, Dual Switch  | 1  |                                       |
| Piggyback Model   | _  | <b>X</b>                              |
| Sound Off All LED Dome Light, Red/White   | 2  | X                                     |
| Tomar RECT 16 LED Light Red/Blue  | 2  |                                       |
| Rear Side Windows*  | -  | Y                                     |
| Tomar RECT – 16 Extended L Bracket  | 2  | X                                     |
| Intersector LED Under Mirror Light  | 2  |                                       |
| Under Side Mirrors*   |    | X                                     |
| Whelen 8 Head Dominator Plus Red/Blue   | 1  |                                       |
| Inside Rear Window at Top*  |    | X                                     |
| Whelen Mount L Bracket  | 1  | Y                                     |
| MISC – B&B 225-2467-LO/2 Single Drawer Box  | 1  | · · · · · · · · · · · · · · · · · · · |
| 44" W x 42 ½" D x 16 ½" Tall. With Lock Out Pull Out                                      | 1  | \ \X                                  |
| Top Tray 44" W x 36 ½" D x 4" Tail Plus Expanded Metal                                    |    | ,                                     |
| Screen. Also includes Lock Out Glides (and Addition of Hole                               |    |                                       |
| Location Tube Inside of Drawer for Lowering the Spare Tire 10"                            |    |                                       |
| Tall). Drawer ID = $41^{\circ}$ W x $40^{\circ}$ D x $12^{\circ}$ Tall. Powdercoated with |    |                                       |
| •   |    |                                       |
| Install Frame Includes (Ford Expedition 2015+)  | 1  | - V                                   |
| MISC – B&B 225-2035 Addition of Adjustable Divider for                                    | _  | X                                     |
| Box Drawer  D. S. B. Boycor Distribution Unit / Motob Dog                                 | 1  |                                       |
| D & R Power Distribution Unit/Watch Dog   | 1  | 12                                    |
| MISC – 150 Amp Circuit Breaker  | 1  | 1 3                                   |
| Wire, Loom & Hardware for Installation  |    | X                                     |
| LABOR FOR INSTALLATION of Listed Equipment  |    |                                       |
| SHIPPING/HANDLING   |    |                                       |
| *Run Power and Ground for 2 Radios to Center Console                                      |    |                                       |
|   |    | 15,58091                              |
| SUB – TOTAL AMOUNT  | \$ | 13,380.11                             |
|   |    | - O <sup>+</sup>                      |
| OTHER COSTS   | \$ | -                                     |
|   |    | 128670                                |
| SALES TAX   | \$ | 13301                                 |
|   |    | V 01 711                              |
| TOTAL AMOUNT OF DELIVERED VEHICLE   | \$ | -07<br>1386.70<br>16,967.61           |
|   |    |                                       |

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: MUST BE DELIVERED BY JUNE 1, 2019

Vendor Name: McSpadden Ford Inc Vendor Phone Number: 98 45-4491

## **PRICE SHEET**

# DESCRIPTION: Aftermarket Vehicle Wrap of Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol for Law Enforcement Use (SEE ATTACHED VENDOR SUPPLIER QUOTE)

(Build Sheet Must Accompany Proposal)

| MINIMUM SPECIFICATIONS  Aftermarket Wrap of Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol for Law Enforcement Use (SEE ATTACHED VENDOR SUPPLIER QUOTE) | QUANTITY | MEETS MINIIMUM SPECIFICATIONS YES NO |
|--|----------|--------------------------------------|
| SIGN: RTA Full Size SUV Passenger Side 3M EG Reflective Print / Overlam Drivers Side 3M E Reflective Print / Overlam Rear 3m EG Reflective Print / Overlam                   | 1        | ×                                    |
| INSTALLATION Clean, Prep, Install, Finish  | 1        | ¥                                    |
| SETUP Design Set:  | 1        | Y                                    |
| SUB – TOTAL AMOUNT OTHER COSTS   | \$       |                                      |
| SALES TAX  TOTAL AMOUNT OF DELIVERED VEHICLE   | \$<br>\$ |                                      |

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: MUST BE DELIVERED BY JUNE 1, 2019

Vendor Name: McSpadden Ford Inc Vendor Phone Number: 908 405-449





# Gila County Sheriff 2019 Expedition Full Patrol Build



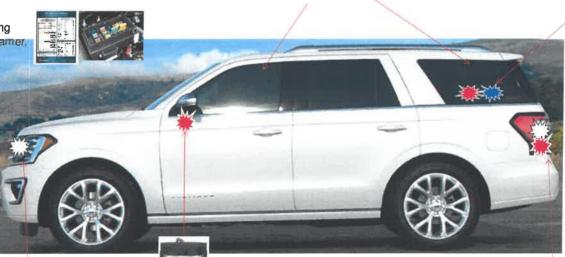


mPower 4" LED

Red/Blue









Intersector LED Under Mirror Light Taillight Flasher









# Gila County Sheriff 2019 Expedition Full Patrol Build





Setina Rear Partition





Setina Pol<sub>l</sub> Window Barr



Setina Aluminum Door Cover



## Gila County Sheriff 2019 Expedition **Full Patrol Build**





B&B 225-2467-LO/2 Single **Drawer Box** 44" W x 42 ½" D x 16 ½" Tall. With Lock Out Pull Out Top Tray 44" W x 36 ½" D x 4" Tall Plus Expanded Metal Screen. Also includes Lock Out Glides (and Addition of Hole Location Tube Inside of Drawer for Lowering the Spare Tire 10" Tall). Drawer ID = 41" W x 40" D x 12" Tall.



B&B 225-2035 Adjustable Divider for **Box Drawer** 



# AFFIDAVIT BY VENDOR CERTIFYING THAT THERE WAS NO COLLUSION IN BIDDING FOR CONTRACT

| STATE OF ARIZONA )   |
|--|
| COUNTY OF: )   |
| (Name of Individual) being first duy sworn, deposes and says:  |
| That he is General Maraex  |
| of Mc Spaddan Foe D Inc. and (Name of Business)  |
| That he is bidding on Gila County Bid No. 111518-1 - Purchase of Four (4) New Ford Expeditio SSV's for Sheriff's Patroland,  |
| That neither he nor anyone associated with the said  |
| 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. |
| Name of Business  By  General Manager  Title   |
| Subscribed and sworn to before me this   |
| Notary Public  KIM McSPADDEN Notary Public - State of Artzona GILA COUNTY Commission # 556484 Expires January 5, 2023  |

## 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 or 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.

| Lisa Wielena a General Manager   |
|--|
| Typed Name and Title of Authorized Representative                      |
| Asaliday.  |
| Signature of Authorized Representative                                 |
| Lam unable to certify the above statements. My explanation is attached |

#### **LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each Subcontractor who performs any work for Vendor 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 Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor'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 Vendor 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, and Gila County elects to continue the contract with the Vendor, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Name

Title

#### **BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

COMPLETED AND EXECUTED

#### **CHECKLIST:**

REQUIRED DOCUMENT

|                           | QUALIFICATION & CERTIFICATION FORM  CERTIFICATION REGARDING DEBARMENT  PRICE SHEETS  NO COLLUSION AFFADAVIT  LEGAL ARIZONA WORKS ACT COMPLIANCE  BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT  OFFER PAGE |  |          |
|---------------------------|--|--|----------|
| ACKNO<br>Initials<br>Date | DWLEDGMENT OF RECEIPT OF ADDENDA:  | 13 J#4<br>-19 1-11-19  | J. 11-19 |
| Signed a                  | and dated this 11th day of SAN   | _ 2019<br>Mc Roaddes   | Fro Inc  |
|                           | VEND<br>BY: (  | The state of the s | Orga     |

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: Invitation for Bids: Bid No. 111518-1 Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol. All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before January 15, 2019, 3:30 PM.

#### **OFFER PAGE**

#### TO GILA COUNTY:

Firm Submitting Bid:

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 Invitation for bids.

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

CONTRACT NUMBER: 111518-1 Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol

|                                       | ,  |
|---------------------------------------|--|
| McSpadden Foas Inc<br>Company Name    | Name: Usa Welenge.   |
| Address Globe M2 85501 City State Zip | Phone No. 928 425-4491  Fax 928 425-93 90  Email: McSpoddensales a Cable one, Au |
|                                       | Signature of Authorized Person to Sign  Printed Name                             |

For clarification of this offer, contact:

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

## ACCEPTANCE OF OFFER

(For Gila County use only)

| The Offer is hereby Accepted:          |  |
|--|--|
|  | is now bound to provide the materials or services listed in terms and conditions, specifications, amendments, etc. and the                 |
|  | to as <u>Contract No. 111518-1</u> . The Vendor has been cautioned rovide any material or service under this Contract until Vendor County. |
| Awarded this day of                    | , 2019   |
| GILA COUNTY BOARD OF SUPERVISORS:      |  |
| Tim R. Humphrey, Chairman, Board of St | upervisors   |
| ATTEST:                                |  |
| Marian Sheppard, Clerk of the Board    |  |
| APPROVED AS TO FORM:                   |  |
| The Gila County Attorney's Office      |  |

#### PRICE SHEET FOR SHERIFF'S OFFICE PATROL

DESCRIPTION: Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol Vehicle Year, Make, & Model:

| MINIMUM SPECIFICATIONS  Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol | MEETS MINIMUM SPECIFICATIONS |              |  |
|---|------------------------------|--------------|--|
|   | NO                           | YES          |  |
| Exterior: White   | Yes                          |              |  |
|   |                              | Yes          |  |
| Interior: Light Color   | Yes                          |              |  |
| Cloth Covered Front Bucket Seats without Console  |                              | Yes          |  |
| Vinyl Covered Rear Bench Seat   |                              | Yes          |  |
| Power Features:   |                              | Yes          |  |
| Power steering; Door Locks; Windows; Mirrors.   |                              | Yes          |  |
| Power Steering and Tilt Steering Wheel  |                              | Yes          |  |
| A/C & Heat in Front and Rear  |                              | Yes          |  |
| Factory Solar Deep Tinted Windows   |                              | Yes          |  |
| Remote Keyless Entry PLUS 5 ENTRY AND IGNITION KEYS/FOBS AS                                 |                              | Yes          |  |
| REQUIRED FOR ENTRY AND OPERATION  |                              | Yes          |  |
| Cruise Control  | Yes                          |              |  |
| AM/FM/CD Radio W/Hands Free Bluetooth Cell Phone Capability                                 | Yes                          |              |  |
| Gas Engine: V-6 Turbo Charged or V-8 Equivalent   | Yes                          |              |  |
| Automatic Transmission  |                              | Yes          |  |
| 10 Ply All Terrain Tire (LT) with Full Size Spare Tire and Wheel                            |                              | Yes          |  |
| 3:73 Gear Ratio with Locking Differential or Equivalent                                     |                              | Yes          |  |
| Skid Plate Package  |                              | Yes          |  |
| 130 Amp Alternator  | Yes                          |              |  |
| 4 Wheel Drive Train   |                              | Yes          |  |
| Front Tow Hooks   |                              | Yes          |  |
| Trailer Tow Package with Receiver Hitch - Heavy Duty Cooling System                         |                              | Yes          |  |
| Drivers Side Factory Mounted Spotlight  | Yes                          |              |  |
| Jack and Tire Changing Tools.   | Yes                          |              |  |
| M. W.   |                              | Yes          |  |
| SUB - TOTAL AMOUNT  | \$                           | 40,750.56 ea |  |
| OTHER COSTS   | \$                           |              |  |
| SALES TAX   | \$                           | 3,662.39 ea  |  |
| TOTAL AMOUNT OF DELIVERED VEHICLE   | \$ 44                        | 4,412.95 ea  |  |

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501

Estimated Date of Delivery: MUST BE DELIVERED BY JUNE 1, 2019

Vendor Name: <u>Tate's Auto center Holbrook</u> Contact Number: <u>928-524-6268</u>

| Purchase of Four (4) New Ford Expedition SSV's for MINIMUM SPECIFICATIONS             | QUANTITY | MEETS MINIMUM  |
|---|----------|----------------|
| Purchase of Four (4) New Ford Expedition SSV's for Sheriff's                          | -        | SPECIFICATIONS |
| Patrol  |          | YES NO         |
| Tation  |          |                |
| Tomar Scorpion LB 53" - CUSTOM-970L-53D3-1011 Dual Color Front                        | 1        | Yes            |
| Red/Blue/White, Rear Red/Blue/Amber Arrow   |          | **             |
| Whelen Cencom w/Traffic Advisor Module  | 1        | Yes            |
| Whelen 100 Watt Speaker   | 1        | Yes            |
| Whelen Speaker Bracket Ford Expedition SSV, Drivers Side                              | 1        | Yes            |
| Gamber Johnson Console 17" Adjust Height  | 1        | Yes            |
| Gamber Johnson Floor Plate Size: Short  | 11       | Yes            |
| Gamber Johnson Floor Plate Leg Kit, 2015+ F150, 2017+ Super Duty, 2018+<br>Expedition | 1        | Yes            |
| Gamber Johnson Rail Mounted Microphone Clip   | 2        | Yes            |
| Gamber Johnson MCS Internal Double Cup Holder   | 1        | Yes            |
| Gamber Johnson Face Plate Whelen Cencom   | 1        | Yes            |
| Gamber Johnson Face Plate Vertex VX 5500 Radio 2 Piece                                | 1        | Yes            |
| Gamber Johnson Face Plate for ICOM Radio 2 Piece                                      | 1        | Yes            |
| Gamber Johnson Face Plate 3 Rocker Switch and 3 Cigarette Knockout                    |          | Yes            |
|   | 1        | 105            |
| Panels MCS 12 Volt DC Outlet w/Cover  | 3        | Yes            |
|   | 1        | Yes            |
| Kussmaul Dual USB Charging Port   | 1        | Yes            |
| Havis CF30/31 Toughbook Doc   | 1        | Yes            |
| Havis Power Supply - Toughbook  |          | Yes            |
| Havis 10" HD Telescoping Pole Side Mount  | 1        | Yes            |
| Havis 11" Slide Out Locking Swing Arm with Motion Adapter                             | 1        |                |
| Federal Signal Tail Light Flasher   | 1        | Yes            |
| Federal Signal FHL-HL Universal Head Light Flasher                                    | 1        | Yes            |
| Sho-Me 30" LED Strip RB Grill*  | 1        | Yes            |
| Sho-ME LED Flasher, Terminal  | 1        | Yes            |
| Federal Signal MicroPulse Ultra 6 Blue/Blue   | 1        | Yes            |
| Bottom of Hatch*  |          |                |
| Federal Signal MicroPulse Ultra 6-FedSig Blue/Blue                                    |          |                |
| Federal Signal MicroPulse Ultra 6 Red/Red   | 1        | Yes            |
| Bottom of Hatch*  |          |                |
| Federal Signal MicroPulse Ultra 6-FedSig Red/Red                                      |          |                |
| SHO-ME 8 Amp Mercury Switch   | 1        | Yes            |
| Hatch Lights*   | 1        |                |
| MISC - Setina PK1174EPD18 #8VS XL Coated Polycarbonate                                | 1        | Yes            |

#### PRICE SHEET

DESCRIPTION: Aftermarket Vehicle Wrap of Purchase of Four (4) New Ford Expedition SSV's for Sheriff's

Patrol for Law Enforcement Use

## (SEE ATTACHED VENDOR SUPPLIER QUOTE)

| Build Sheet Must Accompany Proposal) MINIMUM SPECIFICATIONS            | QUANTITY | MEETS MINIIMUM |  |
|--|----------|----------------|--|
| Aftermarket Wrap of Purchase of Four (4) New Ford Expedition SSV's for | QUANTITI | SPECIFICATIONS |  |
| Sheriff's Patrol for Law Enforcement Use (SEE ATTACHED VENDOR          |          | YES NO         |  |
| SUPPLIER QUOTE)  |          |                |  |
| SIGN: RTA  | 1        | Yes            |  |
| Full Size SUV  |          |                |  |
| Passenger Side 3M EG Reflective Print / Overlam                        |          |                |  |
| Drivers Side 3M E Reflective Print / Overlam                           |          |                |  |
| Rear 3m EG Reflective Print / Overlam                                  |          | <b>T</b> 7     |  |
| INSTALLATION   | 1        | Yes            |  |
| Clean, Prep, Install, Finish   |          | Van            |  |
| SETUP  | 1        | Yes            |  |
| Design Set:  |          |                |  |
|  |          |                |  |
|  |          |                |  |
| SUB - TOTAL AMOUNT   | \$724.00 |                |  |
|  |          |                |  |
| OTHER COSTS  | \$       |                |  |
|  | \$65.88  |                |  |
| SALES TAX  |          |                |  |
|  | \$789.88 |                |  |
| TOTAL AMOUNT OF DELIVERED VEHICLE                                      |          |                |  |

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: MUST BE DELIVERED BY JUNE 1, 2019

Vendor Name: Tates auto Center Holbrook / Western Repo \_\_\_\_\_ Vendor Phone Number:

| Vinyl Coated Expanded Meta 2018+ Expedition                                 |                   |     |
|---|-------------------|-----|
| MISC - Setina PK0123EPD182ND 12VS 2nd Partition Expanded Meta 2018+         | 1                 | Yes |
| Expedition  | 1                 |     |
| MISC - Setina WK0595EPD18 Window Barrier VS Polycarbonate Compatible        | 1                 | Yes |
| with Stock Door Panel   | ı                 |     |
| MISC - Setina DK0598EPD18 Door Panel VS Aluminum Replaces OEM-              | 1                 | Yes |
| Standard Length   | 1                 |     |
| B&B Dual Gun Lock (GR3) w/ 2 SC-5HC   | 1                 | Yes |
| Unity Spotlight Install Kit   | 1                 | Yes |
| Unity 325 Series Sealed Beam Halogen 6" Spotlight                           | 1                 | Yes |
| Streamlight Stinger DS LED HL, Dual Switch                                  | 1                 | Yes |
| Piggyback Model   | 1                 |     |
| Sound Off All LED Dome Light, Red/White                                     | 2                 | Yes |
| Tomar RECT 16 LED Light Red/Blue  | 2                 | Yes |
| Rear Side Windows*  | 2                 |     |
| Tomar RECT - 16 Extended L Bracket  | 2                 | Yes |
| Intersector LED Under Mirror Light  | 2                 | Yes |
| Under Side Mirrors*   | 2                 |     |
| Whelen 8 Head Dominator Plus Red/Blue                                       |                   | Yes |
| Inside Rear Window at Top*  | 1                 |     |
| Whelen Mount L Bracket  | 1                 | Yes |
| MISC - B&B 225-2467-LO/2 Single Drawer Box                                  | 1                 | Yes |
| 44" W x 42 /" D x 16 /" Tall. With Lock Out Pull Out                        |                   |     |
| Top Tray 44" W x 36 /" D x 4" Tall Plus Expanded Metal                      |                   |     |
| Screen. Also includes Lock Out Glides (and Addition of Hole Location Tube   |                   |     |
| Inside of Drawer for Lowering the Spare Tire 10" Tall). Drawer ID = 41" W x |                   |     |
| 40" D x 12" Tall. Powdercoated with Install Frame Includes (Ford Expedition |                   |     |
| 2015+)  |                   |     |
| MISC - B&B 225-2035 Addition of Adjustable Divider for                      |                   | Yes |
| Box Drawer  | 1                 |     |
| D & R Power Distribution Unit/Watch Dog                                     | 1                 | Yes |
| MISC - 150 Amp Circuit Breaker  | 1                 | Yes |
| Wire, Loom & Hardware for Installation                                      | 1                 | Yes |
| LABOR FOR INSTALLATION of Listed Equipment                                  |                   | Yes |
| SHIPPING/HANDLING   |                   | Yes |
| *Run Power and Ground for 2 Radios to Center Console                        |                   | Yes |
| SUB - TOTAL AMOUNT  | \$17,715.10<br>\$ |     |
| OTHER COSTS   |                   |     |
|   | \$1,612.0         | 07  |
| SALES TAX   | \$19,327.17       |     |
|   |                   |     |
| TOTAL AMOUNT OF DELIVERED VEHICLE   | 7                 |     |

Delivery Location: Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

Date of Delivery: MUST BE DELIVERED BY JUNE 1, 2019

Vendor Name: <u>Tates Auto Center Holbrook / Pride Group Phoenix</u> \_ Vendor Phone Number: <u>928-240-2624</u>

#### QUALIFICATION AND CERTIFICATION FORM

#### EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST PURPOSE

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

CONTACT NUMBER 111518-1 Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol
The applicant submitting this Bid warrants the following:

| app | licant submitting this Bid warrants the following:   |
|-----|--|
| 2.  | Name, Address, and Telephone Number of Principal Vendor:   |
|     | Tate's Auto Center Holbrook  |
|     | 1001 Navajo Bvld   |
|     | Holbrook Az 86026  |
| 3.  | Has Vendor (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 reason Vendor failed to perform in the narrative part of this Contract.  |
| 4.  | Has Vendor (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 Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract. |
| 5.  | Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or  |
|     | any previous name) prior to end of contract period? Yes X_No. If "Yes", give   |
|     | details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.                               |
| 6.  | Vendor must also provide at least the following information:   |
|     | a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.                                  |
|     | b. Gila County reserves the right to request additional information.   |
|     |  |
|     | Signature of Authorized Person to Sign   |
|     | Printed Name   |
|     | Wayne Bentley  |
|     | Title  |
|     | Government Sales manager   |

#### BID NO. 111518-1 Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol

# 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 or 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.

Typed Name and Title of Authorized Representative

Wayne Bentley

Signature of Authorized Representative

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

#### BID NO. 111518-1 Purchase of Four (4) New Ford Expedition SSV's for Sheriff's Patrol

#### LEGAL ARIZONA WORKERS ACT COMPLIANCE

Vendor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Vendor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Vendor shall further ensure that each Subcontractor who performs any work for Vendor 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 Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor'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 Vendor 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, and Gila County elects to continue the contract with the Vendor, Vendor 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.

Vendor 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 Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

Signature of Authorized Representative

Printed Nam

Wayne Bentley

Title

Government Sales Manager

Tates Ford Lincoln Mercury

DBA Tates Auto Center

Wayne Bentley - Comm Account Manager 928-240-2624

Item No. -

-QTE

Quote

Customer Info

**Details** 

Name -

Gila County

Quote Date -

1/15/2018

Address -

1350 east Monroe

VIN# -

Order Specification

City/State/Zip -

Globe Az 85501

Dealer Rep. -

Wayne Bentley

Phone -

Days Net -

| )TY | Description   | Unit Price  | Total   |
|-----|---|---|---|
| 4   | 2019 Ford Expedition 4x4 XL SSV Reg<br>102A Equipment package, (LH) Ebony front buckets/vinil rear<br>seating, (994) 3.5L V6 EcoBoost engine, (44U) 10-speed auto, (536)<br>HD tow package. | \$38,561.06   | \$154,244.24  |
|     | 3 extra keys LT27.5/65R18 BS tires Spotlamp Total Taxable State of Arizona Navajo & Holbrook Sales Tax of Dealer Documentary Fee License Fees DEQ Tire Tax                                  | \$510.00<br>\$700.00<br>\$475.00<br>\$40,246.06<br>\$3,662.39<br>\$499.50 | \$2,040.00<br>\$2,800.00<br>\$1,900.00<br>\$160,984.24<br>\$14,649.57<br>\$1,998.00 |
| ļ   | Per Unit Total  | \$44,412.95 Invoice Total   | \$177,651.81  |

| Misc. Info         |                 |           | Additional VIN |
|--------------------|-----------------|-----------|----------------|
| Contact Name -     |                 |           | Vehicle 2 -    |
| Contact E-Mail -   | bhurst@gilacoun | tyaz.gov  | Vehicle 3 -    |
| Customer FIN# -    | QA521           |           | Vehicle 4 -    |
| Customer P.O.# -   |                 |           | Vehicle 5 -    |
|                    |                 |           | Vehicle 6 -    |
| Estimated Build Ti | me              | 10 Weeks  | Vehicle 7 -    |
| Estimated Delivery | Date            | 4/20/2019 | Vehicle 8 -    |
|                    |                 |           | Vehicle 9 -    |

Thank You!!

Tate's Auto Center Holbrook

Remit Payment to

1001 Navajo blvd Holbrook Az 86025



|        |       | O-4:           |
|--------|-------|----------------|
| $\sim$ |       | Lintinne       |
|        | COLOG | <b>Options</b> |

| Code              | Description  | MSRP  | Invoice                |
|-------------------|--|---|------------------------|
| Base Vehicle      |  |   |                        |
| U1G               | Base Vehicle Price (U1G)   | \$51,530.00   | \$49,469.00            |
| Packages          |  |   |                        |
| 102A              | Equipment Group 102A<br>SSV  | -\$2,080.00   | -\$1,955.00            |
|                   | Includes: - Engine: 3.5L EcoBoost V6 Includes auto start-stop technology Transmission: 10-Speed Automatic w/Select Electronic Limited Slip w/3.73 Axle Ratio - GVWR: 7,450 lbs - Cloth Front Bucket Seats 5-passenger seating. Includes 8-way power of manual passenger seat Radio: AMIFM Stereo w/MP3 Capable Includes speed-compensated volume and 6 s - SYNC Communication & Entertainment Sys Includes enhanced voice recognition, 911 Accharging USB port Column Shifter - Vinyl Floor Covering - Vinyl 2nd Row Seating - Skid Plates Includes fuel tank underbody protection Center Console Delete - Deletes armrest and storage bin with lid Running Board Delete | triver seat with manual recline and pow<br>speakers.<br>tem |                        |
| Powertrain        |  |   |                        |
| 99T               | Engine: 3.5L EcoBoost V6   | Included  | Included               |
|                   | Includes auto start-stop technology.   |   |                        |
| 44U               | Transmission: 10-Speed<br>Automatic w/SelectShift  | Included  | Included               |
| X3L               | Electronic Limited Slip w/3.73 Axle Ratio  | Included  | Included               |
| STDGV             | GVWR: 7,450 lbs  | included  | Included               |
| Wheels & Tires    |  |   |                        |
| NONTR2            | Tires: P275/65R18 AT<br>OWL w/536  | Included  | Included               |
| NONWL1            | Wheels: 18" Machined-<br>Face Aluminum w/536   | Included  | Included               |
| Seats & Seat Trim |  |   |                        |
| L                 | Cloth Front Bucket Seats   | Included  | Included               |
|                   | 5-passenger seating. Includes 8-way power driv passenger seat.   | er seat with manual recline and power l                     | umbar and 2-way manual |

**Other Options** 

# Selected Options (cont'd)

| Code               | Description  | MSRP        | Invoice                 |
|--------------------|--|-------------|-------------------------|
| PAINT              | Monotone Paint Application   | STD         | STD                     |
| 122WB              | 122" Wheelbase   | STD         | STD                     |
| STDRD              | Radio: AM/FM Stereo<br>w/MP3 Capable   | Included    | Included                |
|                    | Includes speed-compensated volume and 6 spea<br>Includes:<br>- SYNC Communication & Entertainment System<br>Includes enhanced voice recognition, 911 Assist<br>charging USB port.  |             | , AppLink and (1) smart |
| 536                | Heavy-Duty Trailer Tow<br>Package  | \$1,570.00  | \$1,476.00              |
|                    | Includes: - Wheels: 18" Machined-Face Aluminum w/536 - Tires: P275/65R18 AT OWL w/536 - Heavy-Duty Engine Radiator - Electronic Limited Slip w/3.73 Axle Ratio - Integrated Trailer Brake Controller - 2-Speed Automatic 4WD Includes neutral towing capacity. |             |                         |
| Emissions          |  |             |                         |
| 425                | 50 States Emissions<br>System  | STD         | STD                     |
| Interior Colors    |  |             |                         |
| LH_01              | Ebony  | N/C         | N/C                     |
| Primary Colors     |  |             |                         |
| YZ_01              | Oxford White   | N/C         | N/C                     |
| SUBTOTAL           |  | \$51,020.00 | \$48,990.00             |
| Fuel Charge        |  | \$0.00      | \$57.78                 |
| Destination Charge |  | \$1,395.00  | \$1,395.00              |
| TOTAL              |  | \$52,415.00 | \$50,442.78             |

## Selected Equipment & Specs

#### **Dimensions**

Exterior length: 210.0" \* Exterior width: 83.6" \* Exterior height: 76.4" \* Wheelbase: 122.5" \* Front track: 67.6" \* Rear track: 67.2" \* Turning radius: 20.5' \* Min ground clearance: 9.8" \* Front legroom: 43.9" \* Rear legroom: 41.5" \* Front headroom: 42.0" \* Rear headroom: 40.0" \* Front hiproom: 62.2" \* Rear hiproom: 62.6" \* Front shoulder room: 64.9" \* Rear shoulder room: 64.8" \* Passenger volume: 171.9cu.ft. \* Approach angle: 23.3 deg \* Departure angle: 21.9 deg \* Cargo volume: 20.9cu.ft. \* Cargo volume seats folded: 63.6cu.ft. \* Maximum cargo volume: 104.6cu.ft.

#### **Powertrain**

EcoBoost 375hp 3.5L DOHC 24 valve twin turbo V-6 engine with variable valve control, gasoline direct injection \* Auto stop-start feature \* Recommended fuel: premium unleaded \* LEV3-ULEV70 \* 10 speed automatic transmission with overdrive \* Part and full-time \* Limited slip differential \* Fuel Economy City: 17 mpg \* Fuel Economy Highway: 22 mpg \* Capless fuel filler

#### Suspension/Handling

Front independent double wishbone suspension with anti-roll bar, gas-pressurized shocks \* Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks \* Speed-sensing electric power-assist rack-pinion Steering \* Front and rear 18 x 8.5 machined aluminum wheels \* P275/65SR18 OWL AT front and rear tires

#### **Body Exterior**

4 doors \* Driver and passenger power remote heated, manual folding door mirrors \* Black door mirrors \* Body-coloured bumpers \* Class IV trailer hitch with with brake controller and trailer sway control \* Roof rack rails only \* Trailer harness \* Clearcoat paint \* Front and rear 18 x 8.5 wheels \* 2 front tow hook(s)

#### Convenience

Manual air conditioning with air filter \* Rear HVAC with separate controls \* Auxiliary rear heater \* Cruise control with steering wheel controls \* Power windows \* Driver 1-touch up \* Driver 1-touch down \* Remote power door locks with 2 stage unlock and illuminated entry \* Proximity key push button start only \* Manual tilt steering wheel \* Manual telescopic steering wheel \* Day-night rearview mirror with auto-dimming \* Internet access \* SYNC 3 911 Assist emergency SOS \* Wireless phone connectivity \* SYNC 3 AppLink smart device integration \* 1 1st row LCD monitor \* Front and rear cupholders \* Dual expandable coverage illuminated visor mirrors \* Full overhead console \* Driver and passenger door bins \* Rear door bins

#### **Seats and Trim**

Seating capacity of 5 \* Front bucket seats \* 8-way 6-way power driver seat adjustment \* Power 2-way driver lumbar support \* Power height adjustable driver seat \* 4-way passenger seat adjustment \* 40-20-40 folding rear split-bench seat \* Cloth seat upholstery \* Metal-look gear shift knob \* Leather steering wheel \* Cargo net

#### **Entertainment Features**

AM/FM/Satellite-prep radio with radio data system \* Auxiliary audio input \* External memory control \* Steering wheel mounted radio controls \* 6 speakers \* Streaming audio \* Window grid antenna

#### Lighting, Visibility and Instrumentation

Halogen aero-composite headlights \* Delay-off headlights \* Fully automatic headlights \* Front fog lights \* Variable intermittent front windshield wipers \* Speed sensitive wipers \* Fixed interval rear windshield wiper \* Rear window defroster \* Fixed rearmost windows \* Deep tinted windows \* Front and rear reading lights \* Tachometer \* Voltmeter \* Compass \* Outside temperature display \* Camera(s) - rear with washer \* Low tire pressure warning \* Trip computer \* Trip odometer

#### Safety and Security

4-wheel ABS brakes \* Brake assist with hill descent control with hill hold control \* 4-wheel disc brakes \* Electronic stability control \* ABS and driveline traction control \* Dual front impact airbag supplemental restraint system \* Dual seat mounted side impact airbag supplemental restraint system \* Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag supplemental restraint system \* Airbag supplemental restraint system occupancy sensor \* Remote activated perimeter/approach lighting \* Power remote door locks with 2 stage unlock and panic alarm \* Security system with SecuriLock immobilizer \* MyKey restricted driving mode \* Manually adjustable front head restraints \* Fixed rear head restraints

#### **Dimensions**

General Weights Curb5.692 lbs.

Payload 1,700 lbs.

GVWR7,450 lbs.

Front Weights

Front GAWR3,450 lbs.

Front curb weight2,913 lbs.

Rear Weights

Rear GAWR4,380 lbs.

Rear curb weight2,779 lbs.

Trailering Type

TypeRegular

ClassIV

**HitchYes** Brake controllerYes Trailer sway controlYes

General Trailering

Towing capacity 9200 lbs.

GCWR15500 lbs.

HarnessYes

Fuel Tank type

Capacity23.3 gal.

Capless fuel fillerYes

Off Road

Approach angle23 deg Ramp breakover angle21 deg

Load floor height35

Departure angle 22 deg Min ground clearance 10 "

Interior cargo

Cargo volume 20.9 cu.ft.

Maximum cargo volume 104.6 cu.ft.

Cargo volume seats folded63.6 cu.ft.

#### **Powertrain**

Engine Type

**BrandEcoBoost** CylindersV-6

IgnitionSpark Liters 3.5L

Recommended fuelPremium unleaded

Valvetrain DOHC

Forced induction Twin turbo

Block material Aluminum

Head material Aluminum

Injection Gasoline direct injection

OrientationLongitudinal Valves per cylinder4

Variable valve controlYes

Engine Spec

Bore 3.64"

Displacement213 cu.in.

Compression ratio 10.5:1

Stroke3.41"

Engine Power

Output 375 HP @ 5,000 RPM

Torque 470 ft.-lb @ 3,500 RPM

Alternator

Amps150

Battery

Amp hours 72

Run down protection Yes

Cold cranking amps675



Engine Extras

RadiatorHD Auto stop-start featureYes

Transmission

Electronic controlYes Lock-upYes Overdrive Yes Speed10 **TypeAutomatic** 

Transmission Gear Ratios

1st4.696 2nd2.985 3rd2.146 4th1.769 5th1.52 6th1.275 7th1 8th0.854 9th0.689 10th 0.636

Reverse Gear ratios 4.866

Transmission Extras Driver selectable modeYes Sequential shift controlSelectShift

Oil coolerRegular duty

Drive Type 4wd typePart and full-time TypeFour-wheel

Drive Feature

Limited slip differential Electro-mechanical Traction controlABS and driveline Transfer case shiftElectronic

Locking hub controlAuto

Drive Axle Ratio3.73

Exhaust

Material Stainless steel System typeSingle

**Emissions** 

CARBLEV3-ULEV70 EPATier 3 Bin 70

fuel Economy

City17 mpg Highway22 mpg Fuel typeGasoline Combined 19 mpg

Green Values

Carbon FP / Tailpipe and upstream total GHG (CO2, Energy Impact Score (Barrels per year) 17.3

tons per year)9.3

Driveability

**Brakes** 

ABS4-wheel ABS channels4

Type4-wheel disc Vented discsFront and rear

Brake Assistance

Brake assistYes Hill descent controlYes Hill hold controlYes

Suspension Control

Electronic stability control Stability control with RideRegular

Front Suspension

Independence Independent

Anti-roll barRegular

TypeDouble wishbone

Front Spring

TypeCoil

GradeRegular

Front Shocks

TypeGas-pressurized

Rear Suspension

IndependenceIndependent

Anti-roll barRegular

TypeMulti-link

Rear Spring

**TypeCoil** 

GradeRegular

Rear Shocks

TypeGas-pressurized

Steering

Speed-sensingYes

TypeRack-pinion

ActivationElectric power-assist

Steering Specs # of wheels2

**Exterior** 

Front Wheels

Diameter 18"

Width8.50"

Rear Wheels

Diameter 18"

Width8.50"

Spare Wheels

Wheel materialSteel

Front and Rear Wheels

Appearance Machined

Material Aluminum

Front Tires

Aspect65

SidewallsOWL TreadAT

Width275mm

Diameter 18" SpeedS

TypeP

Rear Tires

Aspect65 SidewallsOWL

TreadAT Width275mm Diameter 18" SpeedS

TypeP

Spare Tire

MountUnderbody w/crankdown

TypeFull-size

Wheels

Front track67.6"

Rear track67.2"

Turning radius 20.5'

Wheelbase122.5"

**Body Features** 

Skid plate(s)3

Side impact beamsYes

Body material Galvanized steel/aluminum

Front tow hook(s)2

**Body Doors** 

Door count4

Right rear passengerConventional

Left rear passengerConventional

Rear cargoLiftgate

Exterior Dimensions

Length210.0"

Body height 76.4"

Rear door opening width51.4"

Body width83.6"

Rear door opening height32.7"

#### Safety

Airbags

Driver front-impactYes

Occupancy sensorYes

Passenger front-impactYes

Driver side-impactSeat mounted

OverheadSafety Canopy System curtain 1st,

2nd and 3rd row

Passenger side-impactSeat mounted

Seatbelt

Rear centre 3 pointYes

Pre-tensionersFront

Height adjustableFront Pre-tensioners (#)2

Security

**ImmobilizerSecuriLock** 

Restricted driving modeMyKey

Panic alarmYes

#### Seating

Passenger Capacity

Capacity5

Front Seats

SplitBuckets

Driver Seat

Fore/aftPower

Reclining Manual

Lumbar supportPower 2-way

TypeBucket

Height adjustable Power

Way direction control8

Cushion tiltPower

Passenger seat

Fore/aftManual

Way direction control4

Front Head Restraint

ControlManual

Rear Seats

DescriptorSplit-bench

Folding40-20-40

TypeFixed

Fore/aftManual

RecliningManual

TypeAdjustable

FacingFront

Folding positionFold forward seatback

RecliningManual

Rear Head Restraints

TypeFixed

Number2

Front Seat Trim
Material Cloth

Back materialCloth

Rear Seat Trim Group

Material Vinvl

Back material Carpet

#### Convenience

AC And Heat Type

Air conditioningManual

Air filterYes

Auxiliary rear heaterYes

Audio System

Auxiliary audio inputYes Radio data systemYes

Seek-scanYes

RadioAM/FM/Satellite-prep

Rear HVACWith separate controls

Radio gradeRegular

Steering wheel controls Yes

Streaming audioBluetooth yes

Primary monitor size (inches)4.2

Underseat ducts Yes

Headliner/pillar ductsYes

External memory control External memory

control

Speakers6

Audio Speakers

Speaker typeRegular

Audio Controls

Speed sensitive volumeYes

Voice activationYes

Audio Antenna

TypeWindow grid

LCD Monitors

1st row1

Cruise Control

Cruise controlWith steering wheel controls

Remote Releases

Rear windowKeyfob

Convenience Features

Retained accessory powerYes

Emergency SOSSYNC 3 911 Assist

Internet accessSelective service

Door Lock Activation

TypePower with 2 stage unlock

KeypadYes

Auto locking Yes

Door Lock Type

Rear child safetyManual

12V DC power outlet4

Wireless phone connectivityBluetooth

Smart device integrationApp link

RemoteKeyfob (all doors)

Integrated key/remoteYes

Proximity keyPush button start only

Tailgate/rear door lockIncluded with power door

locks

Instrumentation Type
DisplayAnalog

Diopidy/ litalog

Instrumentation Gauges

TachometerYes

Engine temperature Yes

Oil pressure Yes VoltmeterYes

Instrumentation Warnings

Oil pressureYes

BatteryYes KeyYes

Low washer fluidYes Trunk/liftgate ajarYes

Low tire pressure Tire specific

Engine temperatureYes

Lights on Yes Low fuelYes

Door ajarYes Brake fluidYes

Instrumentation Displays

ClockIn-radio display

Exterior tempYes

Camera(s) - rearWith washer

CompassYes Systems monitor Yes

Instrumentation Feature

Trip computerYes

Trip odometer Yes

Steering Wheel Type

MaterialLeather

Telescoping Manual

TiltingManual

Front Side Windows

Window 1st row activationPower

Windows Rear Side

2nd row activationPower

3rd row activationFixed

Window Features

1-touch downDriver

TintedDeep

1-touch upDriver

Front Windshield

WiperVariable intermittent

Speed sensitive wipersYes

Rear Windshield

WiperFixed interval

DefrosterYes

HeatingWiper park WindowFlip-up

#### Interior

Driver Visor

IlluminatedYes

**MirrorYes** 

Expandable coverageYes

Passenger Visor

Illuminated Yes

MirrorYes.

Expandable coverageYes

Rear View Mirror

Day-nightYes

Auto-dimming Yes

Trim Door

Trim insertVinyI

Headliner

CoverageFull

Material Cloth

Floor Trim

CoverageFull

CoveringVinyl/rubber

Trim Feature

Gear shift knobMetal-look

Interior accentsMetal-look

Lighting

Dome light typeFade Illuminated entryYes Variable IP lightingYes

Front reading Yes
Rear reading Yes

Overhead Console Storage

StorageYes

Conversation mirrorYes

**TypeFull** 

Storage

Driver door binYes Glove boxYes Rear yesYes Rear door binsYes Front Beverage holder(s)Yes Passenger door binYes DashboardYes

Trunk lid/rear cargo doorPlastic

Cargo Space Trim
FloorCarpet

Cargo Space Feature

NetYes

Legroom

Front43.9"

Rear41.5"

LightYes

Headroom

Front42.0"

Hip Room Front62.2"

Rear40.0"

Shoulder Room

Front64.9"

Rear62.6"

Interior Volume

Passenger volume 171.9 cu.ft.

Rear64.8"

### Consent Agenda Item 4. C.

### Regular BOS Meeting

Meeting Date: 03/19/2019

<u>Submitted By:</u> Melissa Henderson, Deputy Clerk <u>Department:</u> Clerk of the Board of Supervisors

### **Information**

### Request/Subject

Sportsman's Chalet's Applications for a Temporary Extension of Premises/Patio Permit.

### **Background Information**

Any establishment that has been issued a liquor license must submit an Application for Extension of Premises/Patio Permit to the local governing body of the city, town or county where the establishment is located. The application can be submitted to temporarily or permanently extend the premises/patio where serving liquor is permitted by the Arizona Department of Liquor Licenses and Control (DLLC). The local governing body usually has established internal procedures for review and approval of the application. The DLLC has final approval of all recommendations submitted by the local governing body.

Albert Keehn of Sportsman's Chalet submitted two applications to temporarily extend the premises/patio where liquor is permitted to be sold during weekends from April 5, 2019, through July 1, 2019; and July 5, 2019, through September 30, 2019.

### **Evaluation**

The applications have been reviewed by the Clerk of the Board and by the Building Official of the Community Development Division regarding the proposed extended area for liquor to be served. The application clearly indicates that the extended area will be to include the patio and the staff of Sportsman's Chalet will be provided the required training.

### Conclusion

These applications are ready to be presented to the Board of Supervisors for a decision. The Board's recommendation for approval or disapproval will then be sent to the DLLC for a final decision.

## Recommendation

It is recommended that the Board of Supervisors issue an approval recommendation to the DLLC.

## Suggested Motion

Approval of two Applications for Extension of Premises/Patio Permit submitted by Albert Keehn to temporarily extend the premises where liquor is permitted to be served at the Sportsman's Chalet located in Strawberry.

### **Attachments**

Application - 4-4 to 7-1
Application - 7-5 to 9-30
CD Response



### Arizona Department of Liquor Licenses and Control 800 W Washington 5th Floor Phoenix, AZ 85007-2934 www.azliquor.gov (602) 542-5141

| DILC USE ONLY |   |
|---------------|---|
| CSR:          |   |
|               |   |
| Log #:        |   |
|               |   |
|               | - |

#### APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

\*OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR\*

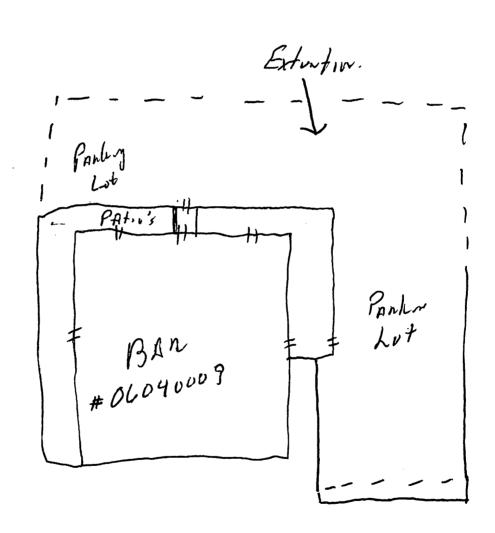
\*\*Notice: Allow 30-45 days to process permanent change of premises\*\*

| Temporary cha                             | inge (No Fee) for date(s)                     | Ser Attention<br>of:through       | Shud.<br>/list specific | purpose for change:        |
|---|---|-----------------------------------|-------------------------|----------------------------|
| To Acen                                   | Me mone                                       | Ruplo Fun Gunds                   | <del> </del>            |                            |
| . Licensee's Name:                        | KEBHU   | Alb 6~1                           | F i                     | icense#: <i>060 4000 9</i> |
| 2. Mailing address:                       | 5087 N H                                      | Shing 87 Stammy City              | Middle                  | 85344                      |
| s. Business Name:                         | Street Spon                                   | _ Chuld INV                       | 8tate                   | Zip Code                   |
|   | • •   | 87 Strang                         | Az                      | 85544                      |
|   | Street<br>Timsfinakingo/                      |                                   | State                   | Zip Code                   |
|   | •   | 484 Contact Pho                   | one Number: <u>928</u>  | 951-4292                   |
| 7. Is extension of prer<br>☑N/A ☐ Yes ☐ N | mises/patio complete?<br>No If no, what is yo | ur estimated completion date      | ?                       |                            |
| 3. Do you understand                      | d Arizona Liquor Laws and                     | d Regulations?                    |                         |                            |
| Does this extension                       | n bring your premises with                    | nin 300 feet of a church or scho  | 001?                    |                            |
| 0. Have you received                      | d approved Liquor Law Tr                      | raining?                          |                         |                            |
| _   | cautions will be taken to p                   | orevent liquor violation s in the | extended area?          |                            |

12. <u>IMPORTANT:</u> Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, <u>if the extended area is not outlined and marked "extension" we cannot accept the application.</u>

|  | ons are granted based (                             | on public safety, pedestrian traffi        | io/outdoor serving area may be ic, and other factors unique to a |
|--|---|--|--|
|  |   |  |  |
| —————————————————————————————————————  | DITC:   |  | /  |
|  |   |  |  |
| 0 1 11   |   | Notary                                     |  |
| I, (8Ignature) MM Mm<br>notification. I have read this docume  | , her   | eby declare that I am a CONTROL            | LUNG PERSON/ AGENT filing this and complete.                     |
| State of Arizona )   |   |  |  |
| B (  |   |  |  |
| County of MARICOPA On this 4th Day of MARCH  | 10  | 1120                                       | or r veru  |
| On this YT Day of MAK UH   | , 20 <u>\ \                                    </u> | personally appeared <u> </u>               | Name of Document Signer)   |
| Whose identity was proven to me of a cknowledged that he or she signed DARCIE ROBERTS  Maricopa County My Commission Expires December 07, 2021 | n the basis of satisfactor<br>d the above/attached  | ry evidence to be the person who document. |  |
|  |   |  |  |
| GOVERNING BOARD  |   |  |  |
|  |   |  |  |
| After completion, and <u>BEFORE sul</u><br>of Supervisors, City Council or D<br>Department of Liquor.  |   |  |  |
| i  | ☐ Approval  | ☐ Disapproval                              |  |
|  |   |  |  |
| Authorized Signature   | Title   | Agongy                                     | Date   |
| Autionzed oigname  | ine   | Agency                                     | Väle   |
|  |   | <u></u>                                    |  |
|  |   |  |  |
| DLLC USE ONLY  |   |  |  |
| Investigation Recommendation: 🗖  | Approval 🗖 Disapprov                                | val by:                                    |  |
| Director Signature required for Disa   | pprovals:   |  | Date://  |

Tempmy Change Dates: 4/5 - 4/8/19 5/3 - 5/4/19 5/31 - 6/3/19 4/12 - 4/15/19 5/10 - 5/13/19 6/7 - 6/10/19 4/19 4/19 4/26 4/29/19 5/24 - 5/27/19 6/21 - 6/24/19 6/21 - 6/24/19





### Arizona Department of Liquor Licenses and Control 800 W Washington 5th Floor Phoenix, AZ 85007-2934 www.azliquor.gov (602) 542-5141

| DLLC USE ONLY |
|---------------|
| CSR:          |
|               |
| Log #:        |
|               |

| APPLICATION | EOD E | YTENSION                   | OF PREMISES | PATIO PERMIT    |
|-------------|-------|----------------------------|-------------|-----------------|
| AFFUGATION  | TUK E | <b>ス i E i 1 3 i し i 1</b> | OFFREMISE   | NEW IIO LEVIIII |

\*OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR\*

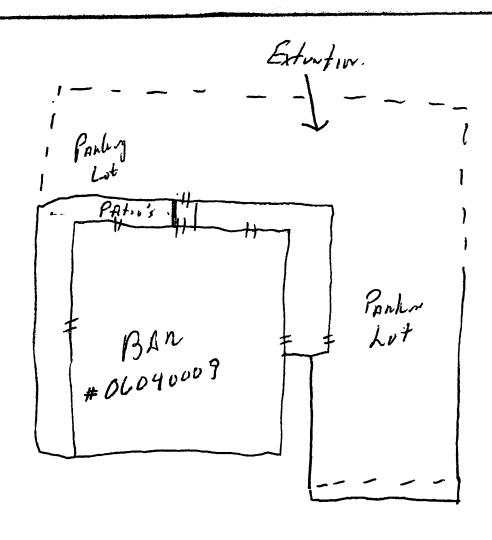
\*\*Notice: Allow 30-45 days to process permanent change of premises\*\*

| Temporary change (No Fee) for de  | 3セュ                                     | ←つ<br>/list specific | purpose for change:        |
|---|---|----------------------|----------------------------|
| TO Accorded Mone Pr.  | •                                       |                      |                            |
| Licensee's Name: KEGHI  | RIB                                     | Alddlo               | License#: <u>060 % 029</u> |
| Mailing address: 5087 N His   | July M Strang                           | AL                   | 05544                      |
| Licensee's Name: KEGNI Last  Mailing address: 5087 N History  Street  Business Name: SINAM Sp | outer Chalot Til                        | 8tate                | Zip Code                   |
|   |   | _                    | 23344                      |
| Business Address: 5087 N Street Email Address: 7:mrfich K                                     | og a Hodmado Lon                        | / State              | Zip Code                   |
| Business Phone Number: 928 4  |   |                      | 951.4292                   |
| Is extension of premises/patio comple   | ete?<br>at is your estimated completion | date?/               |                            |
| Do you understand Arizona Liquor Lav  | ws and Regulations?                     |                      |                            |
| Does this extension bring your premise  ☐Yes ☑No  | es within 300 feet of a church o        | r school?            |                            |
| . Have you received approved Liquor l   | Law Training?                           |                      |                            |
|   | en to prevent liquor violation s i      |                      |                            |

12. <u>IMPORTANT:</u> Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, <u>if the extended area is not outlined and marked "extension" we cannot accept the application.</u>

| Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption: |                      |   |  |  |
|--|----------------------|---|--|--|
| ☐Approval ☐Disapproval by DLLC:  |                      |   | Date://  |  |
|  |                      |   |  |  |
| I, (Signature) My hour notification. I have read this document and   | ,<br>, here          | Notary  eby declare that I am a CONTRO all statements are true, correct a | PLLING PERSON/ AGENT filing this and complete. |  |
| State of Arizona )  County of MARI COPA .  On this LITH Day of MARCH . 20  | 19 before me         | personally appeared ALSE  | ERT F. KEEHN_                                  |  |
| Day Month  Whose identity was proven to me on the acknowledged that be acknowledged that DARCIE HOBERTS  Notary Public, State of Arizona Maricopa County My Commission Expires December 07, 2021  (Affix Seal Above)   | basis of satisfactor | y evidence to be the person w<br>document.                                |  |  |
| GOVERNING BOARD  |                      |   |  |  |
| After completion, and <u>BEFORE submitting to the Department of Liquor</u> , please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.                          |                      |   |  |  |
|  | ☐ Approval           | ☐ Disapproval   |  |  |
| Authorized Signature   | Title                | Agency  | Date   |  |
| DLLC USE ONLY  |                      |   | •  |  |
| Investigation Recommendation: 🗖 Appr   | roval 🗖 Disapprov    | val by:   | Date://  |  |
| Director Signature required for Disapprov  | /als:                |   | Date:/   |  |

Fragung Change DATE's: 7/s - 7/8/19 8/2 - 8/5/19 9/L - 9/9/19 7/12 - 7/15/19 8/9 - 8/12/19 9/13 - 9/16/19 1/19 - 7/22/19 1/19 - 7/22/19 1/19 - 7/29/19 1/19 - 7/29/19 1/19 - 1/19/19 1/19







### INTEROFFICE MEMORANDUM

DATE:

3/12/19

TO:

Scott Buzan, Community Development Division

FROM:

Marian Sheppard, Clerk of the Board of Supervisors

SUBJECT: APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

Please be advised that an application for an extension of premises/patio permit has been submitted to Gila County by Albert Keehn to temporarily extend the liquor license service area from April 4, 2019 through July 1, 2019 and then on second application of July 5, 2019 through September 30, 2019 at the Sportsman's Chalet located in Strawberry, Arizona.

A.R.S. §4-207.01 (B) states, "No licensee shall alter or change the physical arrangement of his licensed premises so as to encompass greater space or the use of different or additional entrances, openings or accommodations than the space, entrance or entrances, openings or accommodations offered to the public at the time of issuance of the licensee's license or a prior written approval of the licensed premises, without first having filed with the director floor plans and diagrams completely disclosing and designating the proposed physical alterations of the licensed premises, including the addition of a drive-through or other physical feature to the licensed premises that allows a customer to purchase spirituous liquor without leaving the customer's vehicle, and shall have secured the written approval by the director. This subsection shall apply to any person to person transfer of the licensed premises. Until January 1, 2015, the director may charge a fee for review of floor plans and diagrams submitted by a licensee pursuant to this section."

I have attached a copy of the application which includes a floor plan of the licensed premises and requested extended areas. Please indicate (below) if this request meets with your approval and return this memorandum to me. Thank you.

| PLEASE CIRCLE YOUR APPROVAL OR DISAPPROVAL, SIGN AND DATE.  |   |
|---|---|
| *******************************   |   |
| THIS ESTABLISHMENT <b>DOES DOES NOT</b> (circle one) MEET THE BUILDING CODE REQUIREMENTS FOR ACTEMPORARY OR PERMANENT) EXTENSION OF PREMISES/PATI |   |
| REQUIREMENTS FOR A (TEMPORARY OR PERMANENT) EXTENSION OF PREMISES/PATI  | O |
| PERMIT.   |   |

Community Development Division:

Date:

3-15-19

### Consent Agenda Item 4. D.

### Regular BOS Meeting

Meeting Date: 03/19/2019

<u>Submitted By:</u> 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. 304-33-057.

### **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 304-33-057 was deeded to the State of Arizona in 2016 with a total lien amount of \$1,267.21. It did not sell at the Board of Supervisors' annual tax sale/auction that was held on December 6, 2016.

### **Evaluation**

On March 12, 2019, the Clerk of the Board sold the subject parcel to Donald Flowers and Robbin McKinion 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 cow trail with lots of overgrowth in Gisela.

## <u>Conclusion</u>

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 304-33-057. 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 304-33-057 to Donald Flowers and Robbin McKinion.

### 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 304-33-057 to Donald Flowers and Robbin McKinion.

### Attachments

QCD - 304-33-057 Parcel 304-33-057 304-33-057 Map When recorded return to: Marian Sheppard, Clerk Gila County Board of Supervisors



#### **GILA COUNTY QUIT-CLAIM DEED**

**THIS QUIT CLAIM DEED,** made this day 19<sup>th</sup> day of March 2019, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Donald Flowers and Robbin McKinion, Joint Tenants with Right of Survivorship, Grantees.

Address of Grantee: 383 S. Old Meadow Lane, Payson, 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 12<sup>th</sup> day of March 2019, Grantees did purchase said property for the sum of one thousand two hundred sixty-seven dollars and twenty-one cents (\$1,267.21);

**NOW, THEREFORE,** in consideration of the premises, Grantor does hereby quit-claim to Grantees, the following described real property situated in the County of Gila, State of Arizona.

Assessor's Tax Parcel Number: 304-33-057

SECTION: 25 TOWNSHIP: 09N RANGE: 10E LOT 56 OF TONTO CREEK SHORES OF PLAT 441 NE1/4 & NW1/4 SEC 25 T9N R10E = 0.18 AC

Exempt from Affidavit of Property Value pursuant to A.R.S. §11-1134 (A) (3)

| Grantor:                         | Attest:                          |  |
|----------------------------------|----------------------------------|--|
|                                  |                                  |  |
| Tim R. Humphrey, Chairman        | Marian Sheppard, Clerk           |  |
| Gila County Board of Supervisors | Gila County Board of Supervisors |  |

| STATE OF ARIZONA ) |                 |
|--------------------|-----------------|
| ) SS               | ACKNOWLEDGEMENT |
| COUNTY OF GILA )   |                 |

Before me, Melissa F. Henderson, a Notary Public in and for the County of Gila, State of Arizona, on this 19<sup>TH</sup> day of March 2019, personally appeared Tim R. Humphrey, Chairman, Board of Supervisors, Gila County, Arizona, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

\_\_\_\_\_

Notary Public

My Commission Expires:

Cowtrail in gisla (Lots of Over growth) CONSECUTIVE WEEKS

ADVERTISE FOR TWO CONSECUTIVE WEEKS

A.R.S. 42-18265

# TREASURER'S OFFICE

Gila County, Arizona

March 28, 2016

Notice is hereby given that **STATE OF ARIZONA** has applied for a Treasurer's Deed to the following described real property owned by:

HERRING GEOFFREY A

and situated in Gila County, Arizona:

PARCEL # 30433057 ACCOUNT # R033761

Legal Description: Section: 25 Township: 09N Range: 10E LOT 56 OF TONTO CREEK SHORES OF PLAT 441NE1/4 & NW1/4 SEC 25 T9N R10E = 0.18 AC

which on 17 th day of February , 2011 was sold to STATE OF ARIZONA

for taxes, interest and penalties and charges amounting to \$ 1,217.21 as represented in Tax Sale Certificate No. 11034840

If redemption according to law be not made before the **30 th day of June, 2016** .

I will convey said premises unless the property is redeemed before the stated date a treasurer's deed will be executed and delivered to the county board of supervisors acting on behalf of this state.

**Debora Savage** Treasurer of Gila County, Arizona

WHEN RECORDED RETURN TO: GILA COUNTY TREAS.

2016-006683 

## TREASURER'S DEED A.R.S. 42-18267



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 11 th day of May, 2016 notice according to law was published in the Arizona Silver Belt, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 30 th day of June, 2016, 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 STATE OF ARIZONA, the following described premises situated in the convey, unto said County of Gila, State of Arizona, to-wit:

PARCEL NUMBER: 30433057

ACCOUNT NUMBER: R033761

DESCRIBED AS: Section: 25 Township: 09N Range: 10E LOT 56 OF TONTO CREEK SHORES OF PLAT 441NE1/4 & NW1/4 SEC 25 T9N R10E = 0.18 AC

IN WITNESS WHEREOF, I, Debora Savage, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 21 st day of JULY, 2016.

\*Treasurer of Gila County

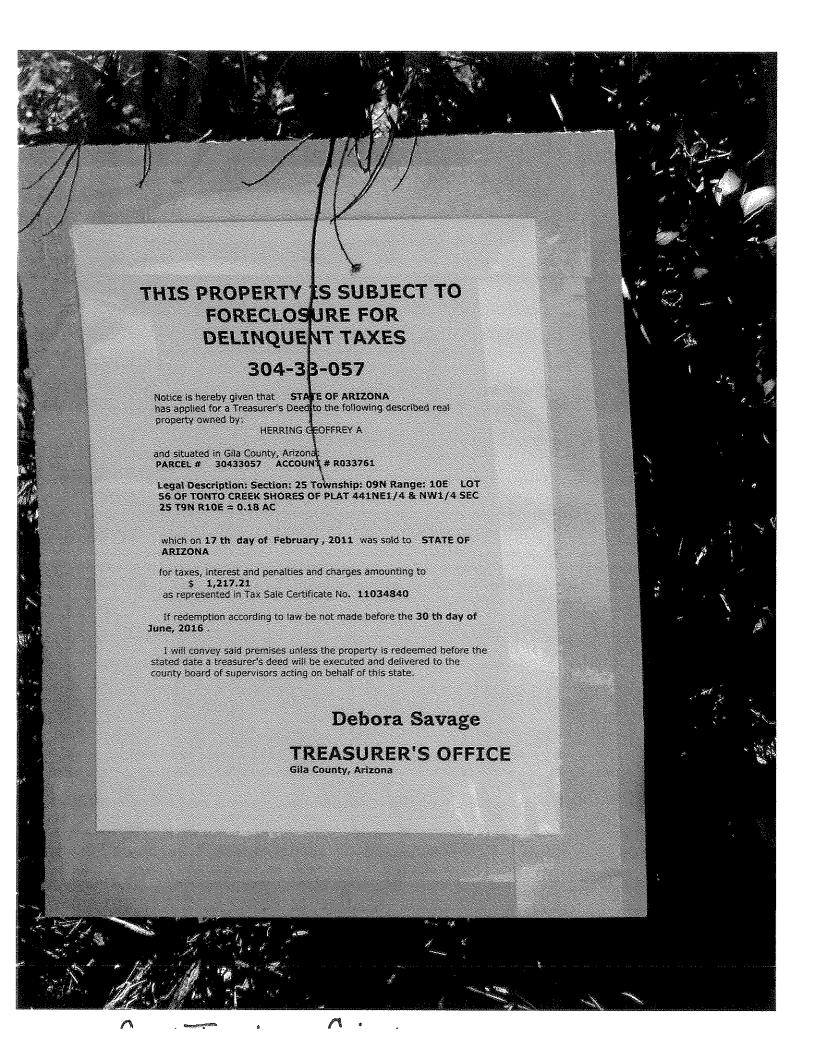
STATE OF ARIZOÑA

COUNTY OF GILA This instrument was acknowledged before me this 21 st day of JULY,2016 by Debora Savage as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.

PEGGY DENISE COX Notary Public - Arizona Gila County My Comm. Expires Jan 21, 2018

Notary Public

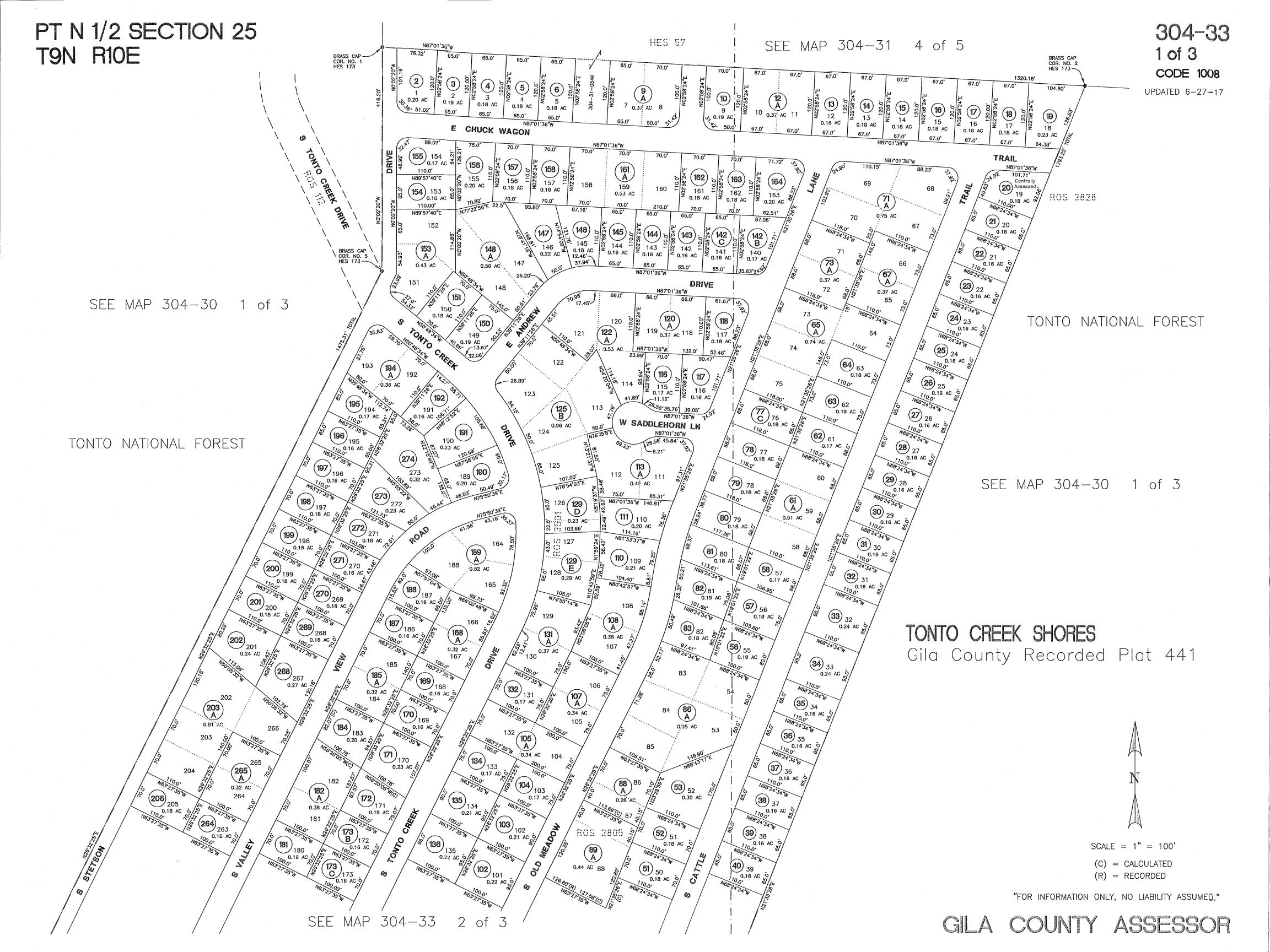
My Commission Expires: 1-21-2018











#### **ARF-5350**

### Consent Agenda Item 4. E.

**Regular BOS Meeting** 

**Meeting Date:** 03/19/2019

**Reporting** February 1, 2019 - February 28, 2019

Period:

**Submitted For:** Amber Warden, Accounting Manager **Submitted By:** Amber Warden, Accounting Manager

### Information

### **Subject**

Finance reports/demands/transfers for the reporting month of February 2019.

### **Suggested Motion**

Approval of finance reports/demands/transfers for the reporting month of February 2019.

### **Attachments**

FR-02-01-19 to 02-28-19

FR-02-01-19 to 02-28-19 Voids

# **Payment Register**

| Number       | Date              | Source           | Payee Name                             | Transaction<br>Amount |
|--------------|-------------------|------------------|--|-----------------------|
| JP Morgan A  | AP - JP Morgan Ac | counts Payable   |  |                       |
| <u>Check</u> |                   |                  |  |                       |
| 295038       | 02/01/2019        | Accounts Payable | Blue 360 Media, LLC                    | \$1,920.00            |
| 295039       | 02/01/2019        | Accounts Payable | Blueline Services LLC                  | \$162.00              |
| 295040       | 02/01/2019        | Accounts Payable | Center for Disease Detection, LLC      | \$234.00              |
| 295041       | 02/01/2019        | Accounts Payable | CenturyLink                            | \$779.18              |
| 295042       | 02/01/2019        | Accounts Payable | Cobre Valley Regional Medical Center   | \$1,585.26            |
| 295043       | 02/01/2019        | Accounts Payable | Credit Card Revolving Fund             | \$12,965.90           |
| 295044       | 02/01/2019        | Accounts Payable | DJ's Companies, Inc.                   | \$106.60              |
| 295045       | 02/01/2019        | Accounts Payable | Lamplighter RV Resort, LLC             | \$480.00              |
| 295046       | 02/01/2019        | Accounts Payable | Leverance, Emily                       | \$99.68               |
| 295047       | 02/01/2019        | Accounts Payable | Listiak, Sharon, K                     | \$148.41              |
| 295048       | 02/01/2019        | Accounts Payable | Medical Diagnostic Imaging Group, Ltd. | \$32.98               |
| 295049       | 02/01/2019        | Accounts Payable | O'Driscoll, Michael, J                 | \$303.05              |
| 295050       | 02/04/2019        | Accounts Payable | ACDONA                                 | \$200.00              |
| 295051       | 02/04/2019        | Accounts Payable | ALLIANT GAS LLC                        | \$354.41              |
| 295052       | 02/04/2019        | Accounts Payable | American Jail Association              | \$300.00              |
| 295053       | 02/04/2019        | Accounts Payable | ARIZONA BLUE STAKE INC                 | \$75.06               |
| 295054       | 02/04/2019        | Accounts Payable | ARIZONA LOCAL GOVERNMENT               | \$462,694.79          |
| 295055       | 02/04/2019        | Accounts Payable | ARIZONA PLANNING AND                   | \$2,587.50            |
| 295056       | 02/04/2019        | Accounts Payable | ARIZONA PUBLIC SERVICE                 | \$43,499.49           |
| 295057       | 02/04/2019        | Accounts Payable | ARIZONA STATE PRISON GLOBE             | \$190.00              |
| 295058       | 02/04/2019        | Accounts Payable | ARIZONA WATER COMPANY                  | \$1,387.39            |
| 295059       | 02/04/2019        | Accounts Payable | ARMSTRONG, STEPHEN                     | \$175.00              |
| 295060       | 02/04/2019        | Accounts Payable | Booth, Clark                           | \$380.00              |
| 295061       | 02/04/2019        | Accounts Payable | Byrum, Susan, K                        | \$47.50               |
| 295062       | 02/04/2019        | Accounts Payable | C&M Communications LLC                 | \$178.87              |
| 295063       | 02/04/2019        | Accounts Payable | Clerk of the Superior Court            | \$4,000.00            |
| 295064       | 02/04/2019        | Accounts Payable | Cook, Janice , L                       | \$215.00              |
| 295065       | 02/04/2019        | Accounts Payable | Credit Card Revolving Fund             | \$1,168.76            |
| 295066       | 02/04/2019        | Accounts Payable | Crown Castle USA, Inc.                 | \$2,000.00            |
| 295067       | 02/04/2019        | Accounts Payable | Desert Vista Neuropsycholical          | \$330.00              |

# **Payment Register**

| 295068 | 02/04/2019 | Accounts Payable | Earth Mover Tire Sales, Inc.          | \$1,759.46  |
|--------|------------|------------------|---------------------------------------|-------------|
| 295069 | 02/04/2019 | Accounts Payable | Freelance Litigation Solutions        | \$3,319.91  |
| 295070 | 02/04/2019 | Accounts Payable | Freeman, Michael, L.                  | \$6,454.00  |
| 295071 | 02/04/2019 | Accounts Payable | Gale                                  | \$42.36     |
| 295072 | 02/04/2019 | Accounts Payable | Geiser, Raymond                       | \$12,905.77 |
| 295073 | 02/04/2019 | Accounts Payable | General PhD, LLC, Wayne R             | \$140.00    |
| 295074 | 02/04/2019 | Accounts Payable | Globalstar USA LLC                    | \$1,214.00  |
| 295075 | 02/04/2019 | Accounts Payable | GreatAmerica Leasing Corporation      | \$780.30    |
| 295076 | 02/04/2019 | Accounts Payable | Guild Health Consulting LLC           | \$21,500.00 |
| 295077 | 02/04/2019 | Accounts Payable | HENAGER LAW FIRM PLLC                 | \$6,231.12  |
| 295078 | 02/04/2019 | Accounts Payable | HLP, Inc.                             | \$14.00     |
| 295079 | 02/04/2019 | Accounts Payable | Hog Creek Towing & Impound Yard, Inc  | \$344.00    |
| 295080 | 02/04/2019 | Accounts Payable | Humane Society of Central Arizona     | \$3,208.33  |
| 295081 | 02/04/2019 | Accounts Payable | Isabelle Hunt Memorial Public Library | \$2,000.00  |
| 295082 | 02/04/2019 | Accounts Payable | JaLin Enterprises Inc.                | \$554.56    |
| 295083 | 02/04/2019 | Accounts Payable | Justice Benefits Inc.                 | \$2,593.36  |
| 295084 | 02/04/2019 | Accounts Payable | Laboratory Corporation of America     | \$88.59     |
| 295085 | 02/04/2019 | Accounts Payable | Law Office of John S. Perlman, LLC    | \$1,012.00  |
| 295086 | 02/04/2019 | Accounts Payable | Law Office of Samantha Sue Elledge,   | \$6,300.00  |
| 295087 | 02/04/2019 | Accounts Payable | Matlock Gas & Equipment Company, Inc. | \$3,509.33  |
| 295088 | 02/04/2019 | Accounts Payable | McCreary Group                        | \$309.40    |
| 295089 | 02/04/2019 | Accounts Payable | McKesson Medical Surgical             | \$260.56    |
| 295090 | 02/04/2019 | Accounts Payable | Multitech                             | \$45.00     |
| 295091 | 02/04/2019 | Accounts Payable | Office Depot                          | \$53.52     |
| 295092 | 02/04/2019 | Accounts Payable | Oro Valley Medicine, LLC              | \$228.90    |
| 295093 | 02/04/2019 | Accounts Payable | PARKER, KYLE                          | \$200.00    |
| 295094 | 02/04/2019 | Accounts Payable | PINNACLE PREVENTION                   | \$15,000.00 |
| 295095 | 02/04/2019 | Accounts Payable | PLEASANT VALLEY VOLUNTEER FIRE        | \$22,500.00 |
| 295096 | 02/04/2019 | Accounts Payable | POWELL, TERRI, L                      | \$178.51    |
| 295097 | 02/04/2019 | Accounts Payable | Quest Software Inc                    | \$4,987.91  |
| 295098 | 02/04/2019 | Accounts Payable | R&S Northeast LLC                     | \$102.98    |
| 295099 | 02/04/2019 | Accounts Payable | RAE PRODUCTS AND CHEMICALS            | \$6,351.69  |
| 295100 | 02/04/2019 | Accounts Payable | RAZOR THIN MEDIA LLC                  | \$101.39    |
| 295101 | 02/04/2019 | Accounts Payable | RIPPLE, DENICE                        | \$862.40    |

# **Payment Register**

|        |            | •                | •                                   |              |
|--------|------------|------------------|-------------------------------------|--------------|
| 295102 | 02/04/2019 | Accounts Payable | RIVES, LARRY, LEROY                 | \$543.21     |
| 295103 | 02/04/2019 | Accounts Payable | Samaritan Veterinary Center         | \$304.00     |
| 295104 | 02/04/2019 | Accounts Payable | San Carlos Apache Tribe             | \$482.73     |
| 295105 | 02/04/2019 | Accounts Payable | SANKS, CHRISTOPHER                  | \$175.00     |
| 295106 | 02/04/2019 | Accounts Payable | SERVICE PLUS INC                    | \$135.00     |
| 295107 | 02/04/2019 | Accounts Payable | SHI INTERNATIONAL CORP              | \$1,179.20   |
| 295108 | 02/04/2019 | Accounts Payable | SHRED IT USA LLC                    | \$136.42     |
| 295109 | 02/04/2019 | Accounts Payable | SIRLIN, GINGER                      | \$870.00     |
| 295110 | 02/04/2019 | Accounts Payable | SKAGGS PUBLIC SAFETY UNIFORMS       | \$2,891.16   |
| 295111 | 02/04/2019 | Accounts Payable | SOUTHERN TIRE MART LLC              | \$2,025.57   |
| 295112 | 02/04/2019 | Accounts Payable | SOUTHWEST GAS                       | \$4,240.98   |
| 295113 | 02/04/2019 | Accounts Payable | STANDIFIRD, BARRY                   | \$9,582.05   |
| 295114 | 02/04/2019 | Accounts Payable | SUDDENLINK                          | \$86.94      |
| 295115 | 02/04/2019 | Accounts Payable | SUPERION LLC                        | \$7,761.74   |
| 295116 | 02/04/2019 | Accounts Payable | The University of Arizona           | \$17,500.00  |
| 295117 | 02/04/2019 | Accounts Payable | THERMO SHIELD LLC                   | \$3,668.70   |
| 295118 | 02/04/2019 | Accounts Payable | Tonto Basin Chamber of Commerce     | \$25.00      |
| 295119 | 02/04/2019 | Accounts Payable | TONTO SILK SCREEN &                 | \$325.51     |
| 295120 | 02/04/2019 | Accounts Payable | Tri-City Fire District              | \$924.41     |
| 295121 | 02/04/2019 | Accounts Payable | UNIFIRST CORPORATION                | \$249.81     |
| 295122 | 02/04/2019 | Accounts Payable | UPHOLSTERY STATION                  | \$666.41     |
| 295123 | 02/04/2019 | Accounts Payable | US Imaging Inc.                     | \$740.42     |
| 295124 | 02/04/2019 | Accounts Payable | VERIZON WIRELESS                    | \$1,386.51   |
| 295125 | 02/04/2019 | Accounts Payable | WASTE MANAGEMENT OF ARIZONA         | \$260.70     |
| 295126 | 02/04/2019 | Accounts Payable | Waters Sparkletts of Payson         | \$268.25     |
| 295127 | 02/04/2019 | Accounts Payable | WEST DIRECT OIL LLC                 | \$1,286.58   |
| 295128 | 02/04/2019 | Accounts Payable | Western Mental Health & Restoration | \$261.25     |
| 295129 | 02/04/2019 | Accounts Payable | WIST OFFICE PRODUCTS COMPANY        | \$177.80     |
| 295130 | 02/04/2019 | Accounts Payable | Yavapai County Government           | \$4,600.00   |
| 295132 | 02/08/2019 | Accounts Payable | AMERICAN FAMILY LIFE ASSURANCE      | \$5,047.71   |
| 295133 | 02/08/2019 | Accounts Payable | ARIZONA DEPARTMENT OF               | \$230.52     |
| 295134 | 02/08/2019 | Accounts Payable | ARIZONA LOCAL GOVT EMPLOYEE         | \$221,148.55 |
| 295135 | 02/08/2019 | Accounts Payable | ARIZONA STATE RETIREMENT            | \$164,911.97 |
| 295136 | 02/08/2019 | Accounts Payable | AZCOPS                              | \$27.00      |
|        |            |                  |                                     |              |

# **Payment Register**

| 295137 | 02/08/2019 | Accounts Payable | COLONIAL SUPPLEMENTAL                | \$6,130.03  |
|--------|------------|------------------|--------------------------------------|-------------|
| 295138 | 02/08/2019 | Accounts Payable | CORP - AOC                           | \$17,996.27 |
| 295139 | 02/08/2019 | Accounts Payable | CORP - DISPATCHER                    | \$2,822.45  |
| 295140 | 02/08/2019 | Accounts Payable | CORRECTIONS OFFICER                  | \$18,559.64 |
| 295141 | 02/08/2019 | Accounts Payable | DEBT MANAGEMENT SERVICES             | \$103.26    |
| 295142 | 02/08/2019 | Accounts Payable | ELECTED OFFICIALS DEFINED            | \$18.72     |
| 295143 | 02/08/2019 | Accounts Payable | ELECTED OFFICIALS RETIREMENT         | \$18,282.79 |
| 295144 | 02/08/2019 | Accounts Payable | EORP LEGACY                          | \$7,892.75  |
| 295145 | 02/08/2019 | Accounts Payable | FRATERNAL ORDER OF POLICE            | \$118.08    |
| 295146 | 02/08/2019 | Accounts Payable | GILSBAR FSA                          | \$902.68    |
| 295147 | 02/08/2019 | Accounts Payable | GILSBAR HSA                          | \$2,140.27  |
| 295148 | 02/08/2019 | Accounts Payable | HAMMERMAN & HULTGREN P.C.            | \$171.38    |
| 295149 | 02/08/2019 | Accounts Payable | JP MORGAN CHASE DOR                  | \$27,396.07 |
| 295150 | 02/08/2019 | Accounts Payable | JP MORGAN CHASE FEDERAL TAX          | \$71,019.76 |
| 295151 | 02/08/2019 | Accounts Payable | JP MORGAN CHASE FICA EE              | \$58,833.97 |
| 295152 | 02/08/2019 | Accounts Payable | JP MORGAN CHASE FICA ER              | \$58,833.97 |
| 295153 | 02/08/2019 | Accounts Payable | JP MORGAN CHASE MEDICARE EE          | \$13,835.58 |
| 295154 | 02/08/2019 | Accounts Payable | JP MORGAN CHASE MEDICARE ER          | \$13,835.58 |
| 295155 | 02/08/2019 | Accounts Payable | METLIFE                              | \$340.00    |
| 295156 | 02/08/2019 | Accounts Payable | MODERN WOODMEN OF AMERICA            | \$7.17      |
| 295157 | 02/08/2019 | Accounts Payable | NATIONWIDE RETIREMENT                | \$5,459.50  |
| 295158 | 02/08/2019 | Accounts Payable | NATIONWIDE TRUST Co FBO NRS          | \$2,375.35  |
| 295159 | 02/08/2019 | Accounts Payable | NORTHERN ARIZONA LAW                 | \$385.00    |
| 295160 | 02/08/2019 | Accounts Payable | PUBLIC SAFETY PERSONNEL              | \$63,292.09 |
| 295161 | 02/08/2019 | Accounts Payable | SECURITY BENEFIT GROUP               | \$1,380.00  |
| 295162 | 02/08/2019 | Accounts Payable | SUPPORT PAYMENT                      | \$2,006.56  |
| 295163 | 02/08/2019 | Accounts Payable | THUNDERBIRD COLLECTION SPEC          | \$143.12    |
| 295164 | 02/08/2019 | Accounts Payable | WADDELL & REED                       | \$789.50    |
| 295165 | 02/07/2019 | Accounts Payable | THE MASTER'S TOUCH LLC               | \$12,700.00 |
| 295166 | 02/08/2019 | Accounts Payable | Byrum, Susan, K                      | \$225.00    |
| 295167 | 02/08/2019 | Accounts Payable | C&M Communications LLC               | \$143.87    |
| 295168 | 02/08/2019 | Accounts Payable | CenturyLink                          | \$1,140.49  |
| 295169 | 02/08/2019 | Accounts Payable | City of Globe                        | \$8,838.76  |
| 295170 | 02/08/2019 | Accounts Payable | Cobre Valley Regional Medical Center | \$27.50     |

# **Payment Register**

| 295171 | 02/08/2019 | Accounts Payable | Credit Card Revolving Fund    | \$7,452.02  |
|--------|------------|------------------|-------------------------------|-------------|
| 295172 | 02/08/2019 | Accounts Payable | Data Storage Centers, Inc.    | \$655.79    |
| 295173 | 02/08/2019 | Accounts Payable | Dell Marketing LP             | \$2,482.28  |
| 295174 | 02/08/2019 | Accounts Payable | Fischione, Mark, A            | \$24,490.00 |
| 295175 | 02/08/2019 | Accounts Payable | GETFUNDED                     | \$3,000.00  |
| 295176 | 02/08/2019 | Accounts Payable | Hornung, David                | \$125.00    |
| 295177 | 02/08/2019 | Accounts Payable | J&S Towing & Associates, LLC  | \$260.00    |
| 295178 | 02/08/2019 | Accounts Payable | MARSCHIK, VON                 | \$32.94     |
| 295179 | 02/08/2019 | Accounts Payable | Martinez, Lori                | \$201.36    |
| 295180 | 02/08/2019 | Accounts Payable | Olivarez, Gilbert, T          | \$13.92     |
| 295181 | 02/08/2019 | Accounts Payable | Cothrun, Cindy                | \$8.90      |
| 295182 | 02/11/2019 | Accounts Payable | Blueline Services LLC         | \$112.00    |
| 295183 | 02/11/2019 | Accounts Payable | Bose Public Affairs Group     | \$2,025.00  |
| 295184 | 02/11/2019 | Accounts Payable | Cable One                     | \$468.44    |
| 295185 | 02/11/2019 | Accounts Payable | CDW Government                | \$2,751.09  |
| 295186 | 02/11/2019 | Accounts Payable | CENTERLINE SUPPLY WEST        | \$975.95    |
| 295187 | 02/11/2019 | Accounts Payable | CENTERLINE SUPPLY WEST        | \$1,057.40  |
| 295188 | 02/11/2019 | Accounts Payable | Charm Tex                     | \$125.70    |
| 295189 | 02/11/2019 | Accounts Payable | COIN & PROFESSIONAL EQUIPMENT | \$3,548.58  |
| 295190 | 02/11/2019 | Accounts Payable | Concentra Medical Centers     | \$397.00    |
| 295191 | 02/11/2019 | Accounts Payable | Copper State Sanitation       | \$600.00    |
| 295192 | 02/11/2019 | Accounts Payable | Credit Card Revolving Fund    | \$482.22    |
| 295193 | 02/11/2019 | Accounts Payable | Crooked Sky Works             | \$240.00    |
| 295194 | 02/11/2019 | Accounts Payable | Desert Vista Neuropsycholical | \$145.00    |
| 295195 | 02/11/2019 | Accounts Payable | Dollywood Foundation          | \$3,979.66  |
| 295196 | 02/11/2019 | Accounts Payable | Dream Manor Inn, LLC          | \$2,054.81  |
| 295197 | 02/11/2019 | Accounts Payable | Earth Mover Tire Sales, Inc.  | \$319.03    |
| 295198 | 02/11/2019 | Accounts Payable | Experian                      | \$32.00     |
| 295199 | 02/11/2019 | Accounts Payable | Fabok, Glinda, S              | \$693.10    |
| 295200 | 02/11/2019 | Accounts Payable | FedEx                         | \$41.54     |
| 295201 | 02/11/2019 | Accounts Payable | Flexibilt Soultions LLC       | \$4,000.00  |
| 295202 | 02/11/2019 | Accounts Payable | France , John, R              | \$520.00    |
| 295203 | 02/11/2019 | Accounts Payable | Gale                          | \$70.32     |
| 295204 | 02/11/2019 | Accounts Payable | Gila County Government        | \$3,017.11  |
|        |            |                  |                               |             |

# **Payment Register**

| 295205 | 02/11/2019 | Accounts Payable | Gila County Government                 | \$2,212.36 |
|--------|------------|------------------|--|------------|
| 295206 | 02/11/2019 | Accounts Payable | Gila County Government                 | \$800.31   |
| 295207 | 02/11/2019 | Accounts Payable | Gila County Government                 | \$3,154.01 |
| 295208 | 02/11/2019 | Accounts Payable | Gila Sweeping LLC                      | \$325.00   |
| 295209 | 02/11/2019 | Accounts Payable | HOV Services Inc.                      | \$916.00   |
| 295210 | 02/11/2019 | Accounts Payable | Huddleson, James, E                    | \$140.00   |
| 295211 | 02/11/2019 | Accounts Payable | International Association of Assessing | \$260.00   |
| 295212 | 02/11/2019 | Accounts Payable | Interstate Copy Shop                   | \$61.58    |
| 295213 | 02/11/2019 | Accounts Payable | JaLin Enterprises Inc.                 | \$693.20   |
| 295214 | 02/11/2019 | Accounts Payable | KS StateBank                           | \$93.26    |
| 295215 | 02/11/2019 | Accounts Payable | Law Offices of Daniel Thulin, LLC      | \$4,200.00 |
| 295216 | 02/11/2019 | Accounts Payable | Maxim Staffing Solutions               | \$1,600.00 |
| 295217 | 02/11/2019 | Accounts Payable | MILLER III, PALMER, ROLLIN             | \$2,285.82 |
| 295218 | 02/11/2019 | Accounts Payable | Montgomery, Diana, G                   | \$4,000.00 |
| 295219 | 02/11/2019 | Accounts Payable | MTE Communications                     | \$306.76   |
| 295220 | 02/11/2019 | Accounts Payable | Multitech                              | \$45.00    |
| 295221 | 02/11/2019 | Accounts Payable | NewEdge Services LLC                   | \$3,510.00 |
| 295222 | 02/11/2019 | Accounts Payable | Oasis Print Services                   | \$97.80    |
| 295223 | 02/11/2019 | Accounts Payable | Old Main Storage                       | \$90.59    |
| 295224 | 02/11/2019 | Accounts Payable | THE LAW OFFICES OF MICHAEL             | \$5,673.09 |
| 295225 | 02/12/2019 | Accounts Payable | A2 Beeline Auto Glass                  | \$25.00    |
| 295226 | 02/12/2019 | Accounts Payable | ARIZONA ASSOCIATION OF                 | \$250.00   |
| 295227 | 02/12/2019 | Accounts Payable | ARIZONA CONSTABLES                     | \$245.00   |
| 295228 | 02/12/2019 | Accounts Payable | Arizona Supreme Court                  | \$1,125.00 |
| 295229 | 02/12/2019 | Accounts Payable | ARMSTRONG, STEPHEN                     | \$200.00   |
| 295230 | 02/12/2019 | Accounts Payable | Atomic Pest Control LLC                | \$190.50   |
| 295231 | 02/12/2019 | Accounts Payable | ATWELL LLC                             | \$566.01   |
| 295232 | 02/12/2019 | Accounts Payable | AXIS FORENSIC TOXICOLOGY INC           | \$220.00   |
| 295233 | 02/12/2019 | Accounts Payable | Credit Card Revolving Fund             | \$3,209.45 |
| 295234 | 02/12/2019 | Accounts Payable | Law Office of Jonathan L. Warshaw      | \$6,979.75 |
| 295235 | 02/12/2019 | Accounts Payable | PARKER, KYLE                           | \$200.00   |
| 295236 | 02/12/2019 | Accounts Payable | Payson Roundup                         | \$72.34    |
| 295237 | 02/12/2019 | Accounts Payable | PAYSON WATER DEPT                      | \$893.69   |
| 295238 | 02/12/2019 | Accounts Payable | PHOENIX INTERNET & WYDEBEAM            | \$49.99    |

# **Payment Register**

| 295239 | 02/12/2019 | Accounts Payable | Pleasant Valley Community Medical     | \$150.00   |
|--------|------------|------------------|---------------------------------------|------------|
| 295240 | 02/12/2019 | Accounts Payable | PSOMAS                                | \$236.40   |
| 295241 | 02/12/2019 | Accounts Payable | R&M Repeater                          | \$3,198.94 |
| 295242 | 02/12/2019 | Accounts Payable | RAZOR THIN MEDIA LLC                  | \$7,500.00 |
| 295243 | 02/12/2019 | Accounts Payable | REVIZE LLC                            | \$4,300.00 |
| 295244 | 02/12/2019 | Accounts Payable | RICOH USA INC                         | \$57.45    |
| 295245 | 02/12/2019 | Accounts Payable | RIM COMMUNICATIONS                    | \$1,283.00 |
| 295246 | 02/12/2019 | Accounts Payable | RIPPLE, DENICE                        | \$1,032.30 |
| 295247 | 02/12/2019 | Accounts Payable | SALT RIVER PROJECT                    | \$813.44   |
| 295248 | 02/12/2019 | Accounts Payable | SCALES, GARY, V                       | \$360.45   |
| 295249 | 02/12/2019 | Accounts Payable | SEQUEL POLYGRAPH LLC                  | \$300.00   |
| 295250 | 02/12/2019 | Accounts Payable | SKAGGS PUBLIC SAFETY UNIFORMS         | \$419.16   |
| 295251 | 02/12/2019 | Accounts Payable | Sneezy, Monika, N                     | \$153.97   |
| 295252 | 02/12/2019 | Accounts Payable | SOUTHERN TIRE MART LLC                | \$150.10   |
| 295253 | 02/12/2019 | Accounts Payable | SPALINK, CHARLES                      | \$100.00   |
| 295254 | 02/12/2019 | Accounts Payable | SPOK INC                              | \$199.08   |
| 295255 | 02/12/2019 | Accounts Payable | State of Arizona                      | \$500.08   |
| 295256 | 02/12/2019 | Accounts Payable | Suddenlink                            | \$5,404.85 |
| 295257 | 02/12/2019 | Accounts Payable | TANNER, CAROL                         | \$1,113.80 |
| 295258 | 02/12/2019 | Accounts Payable | Triplet Mountain Communications, Inc. | \$8,410.53 |
| 295259 | 02/12/2019 | Accounts Payable | Tyler Technologies, Inc.              | \$3,780.00 |
| 295260 | 02/12/2019 | Accounts Payable | ULINE                                 | \$80.08    |
| 295261 | 02/12/2019 | Accounts Payable | UNIFIRST CORPORATION                  | \$118.84   |
| 295262 | 02/12/2019 | Accounts Payable | Universal Police Supply Co.           | \$1,986.59 |
| 295263 | 02/12/2019 | Accounts Payable | US Imaging Inc.                       | \$210.04   |
| 295264 | 02/12/2019 | Accounts Payable | USDA FOREST SERVICE                   | \$2,461.69 |
| 295265 | 02/12/2019 | Accounts Payable | VOAKES, DONALD, R                     | \$291.67   |
| 295266 | 02/12/2019 | Accounts Payable | Waters Sparkletts of Payson           | \$90.00    |
| 295267 | 02/12/2019 | Accounts Payable | Waugh PSY.D PLLC , Gregory            | \$2,683.00 |
| 295268 | 02/12/2019 | Accounts Payable | WEST DIRECT OIL LLC                   | \$903.30   |
| 295269 | 02/12/2019 | Accounts Payable | Western Mental Health & Restoration   | \$140.00   |
| 295270 | 02/12/2019 | Accounts Payable | Western Technologies Inc.             | \$2,190.00 |
| 295271 | 02/12/2019 | Accounts Payable | WOWZA LLC                             | \$5,666.66 |
| 295272 | 02/12/2019 | Accounts Payable | WRIGHT, TIMOTHY                       | \$504.63   |

# **Payment Register**

| 295273 | 02/14/2019 | Accounts Payable | Arizona Department of Administration | \$1,173.75   |
|--------|------------|------------------|--------------------------------------|--------------|
| 295274 | 02/15/2019 | Accounts Payable | Banner Physician Specialists Arizona | \$89.62      |
| 295275 | 02/15/2019 | Accounts Payable | CenturyLink                          | \$561.42     |
| 295276 | 02/15/2019 | Accounts Payable | Cobre Valley Regional Medical Center | \$4,327.94   |
| 295277 | 02/15/2019 | Accounts Payable | COMMERCIAL CARD SOLUTIONS            | \$211,398.87 |
| 295278 | 02/15/2019 | Accounts Payable | Credit Card Revolving Fund           | \$32,771.27  |
| 295279 | 02/15/2019 | Accounts Payable | Digital Imaging Systems, LLC         | \$96.94      |
| 295280 | 02/15/2019 | Accounts Payable | GATEWAY SURGERY CENTER               | \$1,781.45   |
| 295281 | 02/15/2019 | Accounts Payable | JaLin Enterprises Inc.               | \$554.56     |
| 295282 | 02/15/2019 | Accounts Payable | Johnson, Robert, J                   | \$100.00     |
| 295283 | 02/15/2019 | Accounts Payable | La Casa Bella Builders LLC           | \$7,412.50   |
| 295284 | 02/15/2019 | Accounts Payable | LEMON, MICHAEL                       | \$371.45     |
| 295285 | 02/15/2019 | Accounts Payable | Modglin, Lisa, M                     | \$71.20      |
| 295286 | 02/15/2019 | Accounts Payable | MONTOYA, VINCENT                     | \$100.00     |
| 295287 | 02/19/2019 | Accounts Payable | A2 Beeline Auto Glass                | \$130.00     |
| 295288 | 02/19/2019 | Accounts Payable | Advanced Controls Corporation        | \$420.00     |
| 295289 | 02/19/2019 | Accounts Payable | Aqua-Serv Engineers, Inc.            | \$125.00     |
| 295290 | 02/19/2019 | Accounts Payable | ARIZONA PUBLIC SERVICE               | \$832.19     |
| 295291 | 02/19/2019 | Accounts Payable | ARIZONA STATE PRISON GLOBE           | \$633.00     |
| 295292 | 02/19/2019 | Accounts Payable | ARMSTRONG, STEPHEN                   | \$200.00     |
| 295293 | 02/19/2019 | Accounts Payable | Atomic Pest Control LLC              | \$663.50     |
| 295294 | 02/19/2019 | Accounts Payable | Burk, Steven, E                      | \$5,749.75   |
| 295295 | 02/19/2019 | Accounts Payable | Byrum, Susan, K                      | \$1,753.88   |
| 295296 | 02/19/2019 | Accounts Payable | CBI Security Service                 | \$15,317.88  |
| 295297 | 02/19/2019 | Accounts Payable | Cemex Construction Materials South,  | \$2,010.48   |
| 295298 | 02/19/2019 | Accounts Payable | Collins & Collins LLP                | \$37.20      |
| 295299 | 02/19/2019 | Accounts Payable | CorEMR L.C.                          | \$250.00     |
| 295300 | 02/19/2019 | Accounts Payable | Credit Card Revolving Fund           | \$32,888.27  |
| 295301 | 02/19/2019 | Accounts Payable | CRM of America LLC                   | \$13,402.85  |
| 295302 | 02/19/2019 | Accounts Payable | Dease, Iona                          | \$1,350.00   |
| 295303 | 02/19/2019 | Accounts Payable | DH Pace Company Inc.                 | \$310.00     |
| 295304 | 02/19/2019 | Accounts Payable | DJ's Companies, Inc.                 | \$298.48     |
| 295305 | 02/19/2019 | Accounts Payable | Empire Machinery                     | \$4,146.21   |
| 295306 | 02/19/2019 | Accounts Payable | Flores & Clark, LLC                  | \$7,425.00   |

# **Payment Register**

| 295307 | 02/19/2019 | Accounts Payable | Gila County Government                 | \$2,727.27  |
|--------|------------|------------------|--|-------------|
| 295308 | 02/19/2019 | Accounts Payable | Gila County Government                 | \$3,225.84  |
| 295309 | 02/19/2019 | Accounts Payable | Gila County Government                 | \$2,381.28  |
| 295310 | 02/19/2019 | Accounts Payable | Gisela Valley Community Center         | \$25.00     |
| 295311 | 02/19/2019 | Accounts Payable | GlaxoSmithKline                        | \$5,724.31  |
| 295312 | 02/19/2019 | Accounts Payable | Griffin's Propane                      | \$527.07    |
| 295313 | 02/19/2019 | Accounts Payable | Grossman & Grossman, Ltd.              | \$2,600.00  |
| 295314 | 02/19/2019 | Accounts Payable | Haught, Roy, G                         | \$8.00      |
| 295315 | 02/19/2019 | Accounts Payable | Hayes Enterprises                      | \$10,000.00 |
| 295316 | 02/19/2019 | Accounts Payable | Healthcare Medical Waste Services      | \$158.63    |
| 295317 | 02/19/2019 | Accounts Payable | HI TYME APPLIANCE CENTER               | \$1,393.44  |
| 295318 | 02/19/2019 | Accounts Payable | HR PERFORMANCE SOLUTIONS               | \$27,891.14 |
| 295319 | 02/19/2019 | Accounts Payable | Integrity Attorney Services, Inc.      | \$101.25    |
| 295320 | 02/19/2019 | Accounts Payable | Iron Mountain                          | \$466.31    |
| 295321 | 02/19/2019 | Accounts Payable | Jani-Serv, Inc                         | \$4,344.39  |
| 295322 | 02/19/2019 | Accounts Payable | Kenz & Leslie of Arizona, Inc.         | \$125.43    |
| 295323 | 02/19/2019 | Accounts Payable | Konica Minolta Business Solutions      | \$179.71    |
| 295324 | 02/19/2019 | Accounts Payable | KS StateBank                           | \$169.13    |
| 295325 | 02/19/2019 | Accounts Payable | Lamont Mortuary of Globe               | \$4,830.00  |
| 295326 | 02/19/2019 | Accounts Payable | Law Offices of David W. Bell           | \$3,122.00  |
| 295327 | 02/19/2019 | Accounts Payable | LBISat LLC                             | \$144.00    |
| 295328 | 02/19/2019 | Accounts Payable | LexisNexis Risk Solutions              | \$68.33     |
| 295329 | 02/19/2019 | Accounts Payable | Marshall & Swift / Boeckh, LLC         | \$1,623.34  |
| 295330 | 02/19/2019 | Accounts Payable | Maxim Staffing Solutions               | \$2,200.00  |
| 295331 | 02/19/2019 | Accounts Payable | McCutcheon, Psy.D., PLLC, Jeni         | \$800.00    |
| 295332 | 02/19/2019 | Accounts Payable | Medical Diagnostic Imaging Group, Ltd. | \$248.43    |
| 295333 | 02/19/2019 | Accounts Payable | Merck Sharp & Dohme Corp.              | \$9,392.02  |
| 295334 | 02/19/2019 | Accounts Payable | Messinger Payson Funeral Home, Inc.    | \$9,265.00  |
| 295335 | 02/19/2019 | Accounts Payable | MILE HIGH STRATEGIC PARTNERS           | \$605.00    |
| 295336 | 02/19/2019 | Accounts Payable | Nelson, Timothy                        | \$6,979.00  |
| 295337 | 02/19/2019 | Accounts Payable | PARKER, KYLE                           | \$200.00    |
| 295338 | 02/19/2019 | Accounts Payable | Payson Roundup                         | \$1,095.55  |
| 295339 | 02/19/2019 | Accounts Payable | PHILLIPS, TERRY                        | \$18.30     |
| 295340 | 02/19/2019 | Accounts Payable | Pima County Government                 | \$4,600.00  |

# **Payment Register**

| 295341 | 02/19/2019 | Accounts Payable | Pinal County                   | \$13,825.00  |
|--------|------------|------------------|--------------------------------|--------------|
| 295342 | 02/19/2019 | Accounts Payable | Pronghorn Psychiatry           | \$19,375.00  |
| 295343 | 02/19/2019 | Accounts Payable | Quality Pumping                | \$180.61     |
| 295344 | 02/19/2019 | Accounts Payable | Queen Creek Law Firm           | \$2,154.00   |
| 295345 | 02/19/2019 | Accounts Payable | RUTHERFORD, NANCY, KAY         | \$36.56      |
| 295346 | 02/19/2019 | Accounts Payable | SCALES, RAMONA                 | \$422.75     |
| 295347 | 02/19/2019 | Accounts Payable | SCOTT, JOHN                    | \$100.00     |
| 295348 | 02/19/2019 | Accounts Payable | SOUTHERN TIRE MART LLC         | \$611.96     |
| 295349 | 02/19/2019 | Accounts Payable | State of Arizona               | \$26,446.21  |
| 295350 | 02/19/2019 | Accounts Payable | State of Arizona               | \$117,767.00 |
| 295351 | 02/19/2019 | Accounts Payable | STERICYCLE,INC.                | \$100.00     |
| 295352 | 02/19/2019 | Accounts Payable | TANNER, CAROL                  | \$271.90     |
| 295353 | 02/19/2019 | Accounts Payable | THYSSENKRUPP ELEVATOR          | \$714.05     |
| 295354 | 02/19/2019 | Accounts Payable | TIOGA ENERGY, INC              | \$2,953.02   |
| 295355 | 02/19/2019 | Accounts Payable | TOWN OF PAYSON                 | \$23,250.00  |
| 295356 | 02/19/2019 | Accounts Payable | TOWN OF PAYSON                 | \$250.00     |
| 295357 | 02/19/2019 | Accounts Payable | Trinity Services Group, Inc.   | \$27,713.46  |
| 295358 | 02/19/2019 | Accounts Payable | Tyler Technologies, Inc.       | \$1,680.00   |
| 295359 | 02/19/2019 | Accounts Payable | UNIFIRST CORPORATION           | \$189.75     |
| 295360 | 02/19/2019 | Accounts Payable | US POSTAL SERVICE POSTAGE BY   | \$3,572.00   |
| 295361 | 02/19/2019 | Accounts Payable | Waters Sparkletts of Payson    | \$215.95     |
| 295362 | 02/19/2019 | Accounts Payable | Coar, Robert                   | \$8.00       |
| 295363 | 02/19/2019 | Accounts Payable | PROVEST                        | \$22.79      |
| 295364 | 02/20/2019 | Accounts Payable | SANDERS, JACQUE, C             | \$585.00     |
| 295366 | 02/22/2019 | Accounts Payable | AMERICAN FAMILY LIFE ASSURANCE | \$5,046.93   |
| 295367 | 02/22/2019 | Accounts Payable | ARIZONA DEPARTMENT OF          | \$230.52     |
| 295368 | 02/22/2019 | Accounts Payable | ARIZONA LOCAL GOVT EMPLOYEE    | \$221,127.85 |
| 295369 | 02/22/2019 | Accounts Payable | ARIZONA STATE RETIREMENT       | \$165,627.12 |
| 295370 | 02/22/2019 | Accounts Payable | AZCOPS                         | \$27.00      |
| 295371 | 02/22/2019 | Accounts Payable | COLONIAL SUPPLEMENTAL          | \$6,130.03   |
| 295372 | 02/22/2019 | Accounts Payable | CORP - AOC                     | \$16,949.43  |
| 295373 | 02/22/2019 | Accounts Payable | CORP - DISPATCHER              | \$2,599.65   |
| 295374 | 02/22/2019 | Accounts Payable | CORRECTIONS OFFICER            | \$17,314.66  |
| 295375 | 02/22/2019 | Accounts Payable | DEBT MANAGEMENT SERVICES       | \$103.26     |

# **Payment Register**

| 295376 | 02/22/2019 | Accounts Payable | ELECTED OFFICIALS DEFINED      | \$18.72     |
|--------|------------|------------------|--------------------------------|-------------|
| 295377 | 02/22/2019 | Accounts Payable | ELECTED OFFICIALS RETIREMENT   | \$18,282.79 |
| 295378 | 02/22/2019 | Accounts Payable | EORP LEGACY                    | \$7,934.04  |
| 295379 | 02/22/2019 | Accounts Payable | FRATERNAL ORDER OF POLICE      | \$118.08    |
| 295380 | 02/22/2019 | Accounts Payable | GILSBAR FSA                    | \$902.68    |
| 295381 | 02/22/2019 | Accounts Payable | GILSBAR HSA                    | \$2,140.27  |
| 295382 | 02/22/2019 | Accounts Payable | HAMMERMAN & HULTGREN P.C.      | \$171.38    |
| 295383 | 02/22/2019 | Accounts Payable | JP MORGAN CHASE DOR            | \$26,985.72 |
| 295384 | 02/22/2019 | Accounts Payable | JP MORGAN CHASE FEDERAL TAX    | \$68,551.15 |
| 295385 | 02/22/2019 | Accounts Payable | JP MORGAN CHASE FICA EE        | \$57,814.89 |
| 295386 | 02/22/2019 | Accounts Payable | JP MORGAN CHASE FICA ER        | \$57,814.89 |
| 295387 | 02/22/2019 | Accounts Payable | JP MORGAN CHASE MEDICARE EE    | \$13,597.67 |
| 295388 | 02/22/2019 | Accounts Payable | JP MORGAN CHASE MEDICARE ER    | \$13,597.67 |
| 295389 | 02/22/2019 | Accounts Payable | METLIFE                        | \$340.00    |
| 295390 | 02/22/2019 | Accounts Payable | MODERN WOODMEN OF AMERICA      | \$7.17      |
| 295391 | 02/22/2019 | Accounts Payable | NATIONWIDE RETIREMENT          | \$5,459.50  |
| 295392 | 02/22/2019 | Accounts Payable | NATIONWIDE TRUST Co FBO NRS    | \$2,283.81  |
| 295393 | 02/22/2019 | Accounts Payable | NORTHERN ARIZONA LAW           | \$402.50    |
| 295394 | 02/22/2019 | Accounts Payable | PUBLIC SAFETY PERSONNEL        | \$60,010.79 |
| 295395 | 02/22/2019 | Accounts Payable | SECURITY BENEFIT GROUP         | \$1,180.00  |
| 295396 | 02/22/2019 | Accounts Payable | SUPPORT PAYMENT                | \$2,006.56  |
| 295397 | 02/22/2019 | Accounts Payable | THUNDERBIRD COLLECTION SPEC    | \$143.12    |
| 295398 | 02/22/2019 | Accounts Payable | UNITED STATES TREASURY         | \$50.00     |
| 295399 | 02/22/2019 | Accounts Payable | WADDELL & REED                 | \$789.50    |
| 295400 | 02/25/2019 | Accounts Payable | AAA Lock Service               | \$100.25    |
| 295401 | 02/25/2019 | Accounts Payable | Afflilion of Cobre Valley PLLC | \$137.00    |
| 295402 | 02/25/2019 | Accounts Payable | Arizona Department of Revenue  | \$1,058.72  |
| 295403 | 02/25/2019 | Accounts Payable | ARIZONA JUVENILE DETENTION     | \$50.00     |
| 295404 | 02/25/2019 | Accounts Payable | ARIZONA PLANNING AND           | \$3,307.50  |
| 295405 | 02/25/2019 | Accounts Payable | ARIZONA PUBLIC SERVICE         | \$4,221.43  |
| 295406 | 02/25/2019 | Accounts Payable | ARIZONA WATER COMPANY          | \$317.90    |
| 295407 | 02/25/2019 | Accounts Payable | ARMSTRONG, STEPHEN             | \$200.00    |
| 295408 | 02/25/2019 | Accounts Payable | ATWELL LLC                     | \$7,033.97  |
| 295409 | 02/25/2019 | Accounts Payable | Beck, Joshua                   | \$219.83    |

# **Payment Register**

| 295410 | 02/25/2019 | Accounts Payable | Boyer, Roland, S                       | \$8.00      |
|--------|------------|------------------|--|-------------|
| 295411 | 02/25/2019 | Accounts Payable | Bryan, Michael                         | \$900.00    |
| 295412 | 02/25/2019 | Accounts Payable | Byrum, Susan, K                        | \$2,431.60  |
| 295413 | 02/25/2019 | Accounts Payable | CenturyLink                            | \$333.05    |
| 295414 | 02/25/2019 | Accounts Payable | Cobre Valley Publishing                | \$899.19    |
| 295415 | 02/25/2019 | Accounts Payable | Cobre Valley Regional Medical Center   | \$1,392.34  |
| 295416 | 02/25/2019 | Accounts Payable | Concentra Medical Centers              | \$198.50    |
| 295417 | 02/25/2019 | Accounts Payable | Credit Card Revolving Fund             | \$26,516.17 |
| 295418 | 02/25/2019 | Accounts Payable | Data Storage Centers, Inc.             | \$159.52    |
| 295419 | 02/25/2019 | Accounts Payable | Debrigida Law Offices PLLC             | \$6,880.00  |
| 295420 | 02/25/2019 | Accounts Payable | Dell Marketing LP                      | \$7,481.08  |
| 295421 | 02/25/2019 | Accounts Payable | DIESEL DIRECT WEST INC                 | \$9,770.08  |
| 295422 | 02/25/2019 | Accounts Payable | DIESEL DIRECT WEST INC                 | \$4,771.80  |
| 295423 | 02/25/2019 | Accounts Payable | Earth Mover Tire Sales, Inc.           | \$490.86    |
| 295424 | 02/25/2019 | Accounts Payable | Emily Danies Attorney at Law, LLC      | \$6,576.41  |
| 295425 | 02/25/2019 | Accounts Payable | Freeport-McMoran Miami Inc.            | \$1.00      |
| 295426 | 02/25/2019 | Accounts Payable | Gale                                   | \$161.42    |
| 295427 | 02/25/2019 | Accounts Payable | Gila County Government                 | \$3,299.92  |
| 295428 | 02/25/2019 | Accounts Payable | Globe Mobile Home Park                 | \$8.00      |
| 295429 | 02/25/2019 | Accounts Payable | Health Choice Integrated Care LL       | \$7,644.19  |
| 295430 | 02/25/2019 | Accounts Payable | HICKLIN, JENNIFER                      | \$141.09    |
| 295431 | 02/25/2019 | Accounts Payable | Hillyard-Flagstaff                     | \$537.92    |
| 295432 | 02/25/2019 | Accounts Payable | Horn, Paula, M                         | \$68.53     |
| 295433 | 02/25/2019 | Accounts Payable | IRONHORSE SIGNS                        | \$378.12    |
| 295434 | 02/25/2019 | Accounts Payable | JaLin Enterprises Inc.                 | \$693.20    |
| 295435 | 02/25/2019 | Accounts Payable | Jani-Serv, Inc                         | \$4,344.39  |
| 295436 | 02/25/2019 | Accounts Payable | Kimley-Horn & Associates, Inc.         | \$21,099.62 |
| 295437 | 02/25/2019 | Accounts Payable | Law Office of John S. Perlman, LLC     | \$16.00     |
| 295438 | 02/25/2019 | Accounts Payable | Leverance, Emily                       | \$230.96    |
| 295439 | 02/25/2019 | Accounts Payable | LOTT, ARIEL                            | \$10.75     |
| 295440 | 02/25/2019 | Accounts Payable | Lovin, Hortencia                       | \$254.54    |
| 295441 | 02/25/2019 | Accounts Payable | MARSCHIK, VON                          | \$110.36    |
| 295442 | 02/25/2019 | Accounts Payable | Matlock Gas & Equipment Company, Inc.  | \$2,219.75  |
| 295443 | 02/25/2019 | Accounts Payable | Medical Diagnostic Imaging Group, Ltd. | \$84.00     |

# **Payment Register**

| 295444 | 02/25/2019 | Accounts Payable | MONTOYA, VINCENT                  | \$100.00    |
|--------|------------|------------------|-----------------------------------|-------------|
| 295445 | 02/25/2019 | Accounts Payable | Norchem Drug Testing Laboratory & | \$51.25     |
| 295446 | 02/25/2019 | Accounts Payable | O'Driscoll, Michael, J            | \$262.11    |
| 295447 | 02/25/2019 | Accounts Payable | PARKER, KYLE                      | \$215.00    |
| 295448 | 02/25/2019 | Accounts Payable | Pine-Strawberry Water Improvement | \$69.35     |
| 295449 | 02/25/2019 | Accounts Payable | Right Away Disposal               | \$231.00    |
| 295450 | 02/25/2019 | Accounts Payable | RIVES, LARRY, LEROY               | \$1,450.26  |
| 295451 | 02/25/2019 | Accounts Payable | Samaritan Veterinary Center       | \$817.00    |
| 295452 | 02/25/2019 | Accounts Payable | SANOFI PASTEUR INC                | \$1,473.52  |
| 295453 | 02/25/2019 | Accounts Payable | SHI INTERNATIONAL CORP            | \$28,760.28 |
| 295454 | 02/25/2019 | Accounts Payable | SHRED IT USA LLC                  | \$268.72    |
| 295455 | 02/25/2019 | Accounts Payable | SIRLIN, GINGER                    | \$1,904.52  |
| 295456 | 02/25/2019 | Accounts Payable | SKAGGS PUBLIC SAFETY UNIFORMS     | \$382.96    |
| 295457 | 02/25/2019 | Accounts Payable | SOUTHWEST GAS                     | \$1,271.52  |
| 295458 | 02/25/2019 | Accounts Payable | State of Arizona                  | \$1,395.00  |
| 295459 | 02/25/2019 | Accounts Payable | State of Arizona                  | \$387.30    |
| 295461 | 02/25/2019 | Accounts Payable | STONE, BARBARA                    | \$1,296.00  |
| 295462 | 02/25/2019 | Accounts Payable | Swiss VIIIage Self Storage        | \$140.00    |
| 295463 | 02/25/2019 | Accounts Payable | TDS Telecom Service Corporation   | \$347.57    |
| 295464 | 02/25/2019 | Accounts Payable | TELECHECK INTERNATIONAL, INC      | \$90.00     |
| 295465 | 02/25/2019 | Accounts Payable | THE LAW OFFICES OF MICHAEL        | \$10,108.33 |
| 295466 | 02/25/2019 | Accounts Payable | The Product Center                | \$498.26    |
| 295467 | 02/25/2019 | Accounts Payable | TOWN OF PAYSON                    | \$23,250.00 |
| 295468 | 02/25/2019 | Accounts Payable | Tri-City Fire District            | \$1,310.41  |
| 295469 | 02/25/2019 | Accounts Payable | TURNEY, CHARLES, R                | \$160.20    |
| 295470 | 02/25/2019 | Accounts Payable | UNIFIRST CORPORATION              | \$348.64    |
| 295471 | 02/25/2019 | Accounts Payable | Universal Police Supply Co.       | \$1,034.14  |
| 295472 | 02/25/2019 | Accounts Payable | US Imaging Inc.                   | \$238.28    |
| 295473 | 02/25/2019 | Accounts Payable | WASTE MANAGEMENT OF ARIZONA       | \$57.75     |
| 295474 | 02/25/2019 | Accounts Payable | Waters Sparkletts of Payson       | \$162.75    |
| 295475 | 02/25/2019 | Accounts Payable | WEST PAYMENT CENTER               | \$4,677.97  |
| 295476 | 02/25/2019 | Accounts Payable | Westwood Pharmacy                 | \$4,557.90  |
| 295477 | 02/25/2019 | Accounts Payable | Barefoot, Billie                  | \$8.00      |
| 295478 | 02/25/2019 | Accounts Payable | Brown, Gina                       | \$8.00      |

# **Payment Register**

From Payment Date: 2/1/2019 - To Payment Date: 2/28/2019

| 295479     | 02/25/2019 | Accounts Payable | Byrne, Bart                           | \$8.00         |
|------------|------------|------------------|---------------------------------------|----------------|
| 295480     | 02/25/2019 | Accounts Payable | Gaul, Tiari                           | \$8.00         |
| 295481     | 02/25/2019 | Accounts Payable | Imhoff, John                          | \$8.00         |
| 295482     | 02/25/2019 | Accounts Payable | Martinez, Janie                       | \$8.00         |
| 295483     | 02/25/2019 | Accounts Payable | Miller, Julie                         | \$8.00         |
| 295484     | 02/25/2019 | Accounts Payable | Owens Law Firm                        | \$8.00         |
| 295485     | 02/25/2019 | Accounts Payable | PROVEST                               | \$30.00        |
| 295486     | 02/25/2019 | Accounts Payable | RAINY DAY PROPERTIES                  | \$8.00         |
| 295487     | 02/25/2019 | Accounts Payable | RODGERS, STEVEN                       | \$8.00         |
| 295488     | 02/25/2019 | Accounts Payable | WASHINGTON FEDERAL                    | \$264.00       |
| 295489     | 02/25/2019 | Accounts Payable | WILLIAMS, ZINMAN & PARTHAM            | \$8.00         |
| 295490     | 02/26/2019 | Accounts Payable | Jones Attorney at Law, PLLC, Stephen, | \$5,671.25     |
| 295491     | 02/26/2019 | Accounts Payable | State of Arizona                      | \$12.00        |
| 295492     | 02/27/2019 | Accounts Payable | Campagna, Mariah                      | \$52.54        |
| 295493     | 02/27/2019 | Accounts Payable | Credit Card Revolving Fund            | \$13,675.17    |
| 295494     | 02/27/2019 | Accounts Payable | DIESEL DIRECT WEST INC                | \$17,603.11    |
| 295495     | 02/27/2019 | Accounts Payable | Gila County Government                | \$50.00        |
| 295496     | 02/27/2019 | Accounts Payable | SPARKLETTS                            | \$994.75       |
| Type Check | Totals:    | 456 Transactions | _                                     | \$3,430,598.12 |

JP Morgan AP - JP Morgan Accounts Payable Totals

user: Amber T Warden Pages: 14 of 14 Monday, March 4, 2019

# **Payment Register**

| Number       | Date             | Status              | Void Reason        | Reconciled/<br>Voided Date | Source           | Payee Name                  | Transaction<br>Amount |
|--------------|------------------|---------------------|--------------------|----------------------------|------------------|-----------------------------|-----------------------|
| JP Morgan A  | AP - JP Morgan A | ccounts Payable     |                    |                            |                  |                             |                       |
| <u>Check</u> |                  |                     |                    |                            |                  |                             |                       |
| 295131       | 02/07/2019       | Voided              | Ach Direct Deposit | 02/07/2019                 | Accounts Payable | JP MORGAN CHASE ACH DEPOSIT | \$636,673.21          |
| 295365       | 02/20/2019       | Voided              | Ach Direct Deposit | 02/20/2019                 | Accounts Payable | JP MORGAN CHASE ACH DEPOSIT | \$623,865.75          |
| 295460       | 02/25/2019       | Voided              | Other Void         | 02/26/2019                 | Accounts Payable | State of Arizona            | \$8.00                |
| Type Check   | Totals:          |                     |                    |                            | 3 Transactions   | _                           | \$1,260,546.96        |
| JP Morgan A  | AP - JP Morgan A | ccounts Payable Tot | als                |                            |                  |                             |                       |

### **ARF-5351**

# Consent Agenda Item 4. F.

**Regular BOS Meeting** 

**Meeting Date:** 03/19/2019

**Reporting** Report for County Manager Approved Contracts Under

**Period:** \$50,000 for Month Ending February 28, 2019

Submitted For: Mary Springer, Finance Director

Submitted By: Stacey Espinoza, Administrative Assistant

## Information

# Subject

Report for County Manager Approved Contracts Under \$50,000 for Month Ending 2-28-19

# **Suggested Motion**

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager beginning 2-1-19 through 2-28-19

## **Attachments**

<u>Under \$50K Report for February 2019</u>

TASC Probation Contract

American Fire Equipment Sales & Service Corp.

<u>Professional Service Agreement No. 020519 with Palmer Miller, III</u> Funding Year 2019 E-Rate Agreement with GetFunded

Contract Agreement with Kimley Horn for Regional Sanitary Sewer Evaluation and Assessment

Amendment No. 1 to Service Agreement No. 011718 with Advanced Controls Corporation

Amendment No. 1 to Professional Services Contract No. 010318-1 with James Huddleston, PhD

# COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000

# February 01, 2019 to February 28, 2019

|   | Vendor  | Title   | Amount      | Term                 | Approved | Renewal Option  | Summary   |
|---|---|---|-------------|----------------------|----------|-----------------|---|
| 2 | Treatment<br>Assessment Screening<br>center, Inc.     | Limited Services<br>Contract<br>Superior Court<br>Probation Department  | \$21,875.00 | 02-06-19 to 02-05-20 | 02-06-19 | Option to Renew | Professional Drug testing laboratory for clients sentenced to supervised probation by the Superior Court.   |
| 3 | American fire<br>Equipment Sales and<br>Service Corp. | Using Cooperative Purchasing Agreement with Arizona State Purchasing Cooperative No. ADSP016-107512  Contract Agreement | \$6,000.00  | 07-01-18 to 06-30-19 | 02-07-19 | Option to Renew | Amendment No. 3 will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from July 1, 2018 to June 30, 2019. Contractor to provide fire equipment protection inspections and service on an annual and as needed basis for approximately 204 extinguishers in various locations in Northern Gila County. An estimated 66 fire extinguishers are located in various County buildings and approximately 138 extinguishers in vehicles and equipment located throughout Northern Gila County. |
| 4 | Palmer R. Miller, III                                 | Professional Services<br>Contract Agreement No.<br>020519   | \$30,000.00 | 02-07-19 to 02-06-20 | 02-07-19 | Option to Renew | Provide information to support the acquisition of the Pleasant Valley Ranger District administration site for use for veterans services.  |

# February 01, 2019 to February 28, 2019

|   | Vendor                      | Title   | Amount      | Term                  | Approved | Renewal Option    | Summary  |
|---|-----------------------------|---|-------------|-----------------------|----------|-------------------|--|
| 5 | GetFunded                   | Funding Year 2019 E-<br>Rate Agreement<br>Gila County Library<br>District   | \$9,000.00  | 02-08-19 to 02-07-20  | 02-12-19 | Option to Renewal | Provide e-rate Level I & Level II consulting and filing services. Single source justification to provide continuity between consortium filing and e-rate for libraries and district.   |
| 6 | Kimley-Horn                 | Using Cooperative purchasing with Mohave Education Services Cooperative Contract No. 17T-KIMLEY-0510  Regional Sanitary Sewer Evaluation and Assessment | \$40,928.00 | 002-18-19 to 02-17-20 | 02-12-19 | Expires           | Gila County wishes to utilize Kimley-Horn to provide evaluation and assessment of regional sanitary sewer system in Globe-Miami.   |
| 7 | Advanced Controls<br>Corp.  | Amendment No. 1 to<br>Service Agreement No.<br>011718   | \$5,040.00  | 03-16-19 to 03-15-20  | 02-20-19 | Option to Renewal | Amendment No. 1 will serve to extend the term of the contract from March 16, 2019 to March 15, 2020. Monthly monitoring of Fire Alarm Panels-Systems monitoring; changes, additions or deletions may occur   |
| 8 | James E. Huddleston,<br>PhD | Professional Services<br>Contract 010318-1  | \$1,520.00  | 03-12-19 to 03-11-20  | 02-20-19 | Option to Renewal | Amendment No. 1 will serve to extend the term of the contract from March 12, 2019 to March 11, 2020. The Gila County Superior Court is obligated to provide Rule 11 Competence evaluations in criminal cases where the Defendant is alleged to be incompetent. The Rules of Criminal Procedure allow for courts to employ a Rule 11 Prescreen Evaluation (versus a full Rule 11 Competency Evaluation) and the Court would like to implement the Prescreen process by contracting from this professional vendor. |



## **EXECUTIVE SUMMARY FORM**

| Contract Name: Limited Services Contract  | Contract No.:  |
|---|--|
| Statement of Purpose and Need (3-5 Sentences) Professions supervised probation by the Superior Court.             | al Drug testing laboratory for clients sentenced to          |
| Contract End Date: 03-01-19 to 02-28-20  Maximum Dollar Limit: \$21,875.00  | Renewal Option:  |
| Contract Information  |  |
| Treatment Assessment Screening Center, Ir Firm Name: (TASC)   | nc. Contact Person: Douglas K. Kramer                        |
| Address: 4016 N. Black Canyon Hwy   | Phone No: 602-254-7328 ext. 102                              |
| City: Phoenix State: AZ Fax:  | Email:dkramer@tascsolutions.org                              |
| CJEF Substance Abuse/Probation/Professional Fund: services Drug Testing expenseclient Fund Code: 4056.335.4210.55 | _ Type of Funds: ☐ Restricted ☐ Grant ☐ General Fund ☐ Other |
| Date Sent for Legal Review:   | Date Returned:   |
|   |  |

# GILA COUNTY SUPERIOR COURT PROBATION DEPARTMENT

### LIMITED SERVICES CONTRACT

This Limited Service Contract (the "Contract") entered into by and between Gila County, AZ, acting through its Board of Supervisors, on behalf of its Adult Probation Department, hereinafter called "Customer," and Treatment Assessment Screening Center, Inc. (TASC) hereinafter called "Contractor."

Whereas, Contractor employs clinicians qualified to provide services under this Contract as a professional drug testing laboratory that tests and provide other procedures for detection of chemical substances or alcohol as authorized by the College of American Pathologists for Forensic Drug Testing (CAP-FDT) and to monitor the substance or alcohol use of adult offenders as may be ordered by the court or the Customer according to CAP-FDT guidelines and protocols and in compliance with Arizona Supreme Court Administrative Order 2011-137.

#### **SECTION I:** TERM OF CONTRACT:

- 1. This Contract shall become effective on the date it is fully executed by both parties and will continue for a term of one (1) year unless terminated earlier or extended as provided hereafter with the understanding and agreement that the compensation for services to be rendered shall be limited to no more than \$21,875.00 per year.
- 2. This Contract may be extended, in whole or in part, for four (4) twelve-month periods or portions thereof if expressly agreed in writing by the parties.

#### **SECTION II: DESCRIPTION OF SERVICES:**

The services provided to the Customer by the Contractor will be as set forth in the Compensation Schedule and incorporated herein by this reference as Addendum A and shall specifically including the following:

- 1. Obtain and maintain accreditation in good standing by the College of American Pathologists for Forensic Drug Testing (CAP-FDT).
- 2. Notify the probation department on loss of accreditation for non-compliance within 72 hours. The laboratory will have 30 days from notification of the probation department to come back into compliance or be removed from the list of approved laboratories.
- Require all urine specimens be tested at cutoff levels that meet or exceed the levels of sensitivity established by CAP-FDT and the Substance Abuse and Mental Health Services Administration.
- 4. Comply with applicable provisions of any state licensure requirements.

- 5. Comply with state and federal legislation and case law regarding privacy of testing results and release of such information.
- 6. Maintain all positive test specimens for a minimum of one year, unless notified by the Customer to retain specific positive samples for a longer period for court purposes.
- 7. Negative test specimens may be discarded immediately upon identifying the negative results from the test.
- 8. Provide the probation department with drug testing data as requested and any explanation of test results and laboratory policy and procedure.
- 9. Provide court testimony relevant to any issue involved with the testing and or collection of a specimen.
- 10. Perform oral fluid and urine testing and/or GC/MS or LC/MS/MS confirmations as authorized by the court or probation department in accordance with the schedule and types of testing placed under this Contract.
- 11. The laboratory shall retest each positive screening with a second immunoassay prior to reporting the positive screening to the probation department.

### SECTION III: MAINTENANCE OF QUALITY SERVICE DELIVERY:

- 1. **Generally:** The Contractor shall provide services which comply at all times with the terms and conditions of the Contract within the bounds of applicable professional standards.
- 2. **Warranty:** The Contractor warrants that the services it provides under the Contract shall at all times meet the requirements of the Contract, including the service specifications and Contractor standards.

#### **SECTION IV: PRIVATE PRACTICE:**

If the Contractor provides services separate and apart from this Contract, it shall do so in a manner which does not interfere with the Contractor's performance of this Contract and which does not create a conflict of interest.

1. Related Litigation: In the event that the Contractor, any of its personnel or non-employees are criminally charged, are named in litigation alleging professional misconduct, or are subject to a complaint or other matter before an administrative licensing entity, the Contractor shall immediately notify the Customer's Chief Probation Officer in writing. The notice shall state the date of the litigation or complaint was filed, or the administrative proceeding was initiated, the names of the parties, the case number, and the allegations involved. It shall also state whether, at the time s alleged in the charge, litigation, complaint, or proceeding, the Contractors or the Contractor's personnel, volunteers,

interns, or non-employees were providing services to any client under this Contract, and where the alleged misconduct involves those services.

 Licenses. The Contractor shall, at its expense, obtain and maintain for the duration of the Contract all licenses, certifications, credentials, permits, certificates and other authority required by law for Contractor and its employees to do business, render services, and perform work under this Contract.

### **SECTION V: USE OF NON-EMPLOYEES:**

- 1. **Responsibility for Performance.** The Contractor shall be responsible for contract performance whether or not it uses non-employees to provide services under this Contract. The Contractor shall ensure at all times that the services provided, and the persons providing them, meet all of the requirements of the Contract.
- 2. **Warranty.** The Contractor warrants that the qualifications of, and the services provided by, non-employees meet all the requirements of the Contract.
- 3. **Noncompliance.** If the Contractor fails to comply with the provisions of this Section V, the Customer may take whatever actions that the Customer deems appropriate as provided under section XXI.

#### SECTION VI: NOTICE REQUIREMENTS:

1. **Notice to the Customer.** The Contractor shall provide in writing the notices to the Customer by certified mail return receipt requested, to:

Gila County Probation Department Chief Probation Officer 1100 East Monroe St. Suite 200 Globe, AZ 85501

- 2 Notice of Change in Key Personnel. The Contractor shall provide immediate written notice of any changes of key staff of a program/service under this Contract.
- 3 Notice of Intent to Modify a Program. The Contractor may propose to modify the components of an existing service/program under this Contract. The Contractor shall provide a written request prior to modifying a service/program. Failure to obtain approval may result in the Customer's Program Manager may be grounds for terminating this Contract.

#### SECTION VII: PAYMENT FOR SERVICES, ALLOWANCES AND OTHER APPROVED EXPENSES:

1. **Compensation Schedule.** Customer shall pay the Contractor for the services specified in this Contract at the rate set forth in the Contract and which are authorized by the Probation

Officer and Supervisor. The Customer shall reimburse the Contractor for allowances and expenses:

- a. At rates that do not exceed those set forth in Addendum A; and
- b. Which are authorized in the requisition, or administratively authorized by the Customer.

#### 2. Method of Payment.

- a. The funding source and the other party to this Contract is the AOC, not the Superior Court. However, the Contractor shall submit all invoices under this Contract to the Customer for approval and payment. All approved invoices shall be due within 30 days after receipt by the Customer.
- b. Form of Invoices. The Contractor will invoice Customer on numbered invoices.
- 3. Late Invoices: Payment may be delayed for any invoice which the Contractor submits later than ten (10) days following the end of the month in which services are rendered.

The Contractor's repeated failure to submit timely invoices may be grounds for terminating this Contract.

- 4. End of the Fiscal Year. Pursuant to A.R.S. §35-191-c, the Customer shall not be able to pay any invoice submitted later than 30 days after June 30 of each year, which seeks payment for services rendered or expenses incurred through June 30.
- 5. **Non-Availability of Funds.** Every payment obligation of the County under this 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 Contract, this Contract may be terminated by the County at the end of the period for which funds are available. No liability 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 or for any damages as a result of termination under this paragraph.

### **SECTION VIII: CONTRACT AMENDMENTS:**

Amendments. All amendments to this Contract shall be in writing and signed by the Customer and the Contractor's Authorized Representative. The Superior Court, including probation officers or Superior Court personnel, have no authority to amend the Contract, or to direct the Contractor to perform additional or extra work not specified in this Contract. The Customer is under no obligation to pay the Contractor for work under the Contract that is not authorized by the Customer.

### SECTION IX: CONTRACTOR'S AUTHORIZED REPRESENTATIVE:

The Contractor's Authorized Representative shall be the sole person authorized to represent the Contractor with the Customer on matters, and to sign documents, including amendments and invoices, relating to this Contract.

He or she may designate an appropriate person to sign invoices for the Contractor if he or she identifies that person in writing, other than on an invoice, to the Customer. That representative shall be someone with the legal authority to bind the Contractor. The Contractor shall notify the Customer in writing if it replaces the Contractor's Authorized Representative during the Contract. The notice shall be signed by a person with the authority to designate the Contractor's Authorized Representative, and provide at a minimum the name, title, address and telephone number of the new representative.

### **SECTION X:** RIGHT TO ENTER INTO OTHER CONTRACTS:

The Customer reserves the right to enter into other contracts for the types of services that the Contractor is providing under this Contract.

#### **SECTION XI: REMEDIES AND TERMINATION RIGHTS:**

- 1. **Convenience.** The Customer may terminate this Contract in whole or in part without cause 30 days after mailing written notice of termination by certified mail, return receipt requested, to the Contractor.
- 2. Defective Performance. The Customer may terminate this Contract in whole or in part for any performance that does not comply with any term of this Contract, or for any nonperformance. The Contractor's repeated failure to adhere to any service, procedural, administrative, or legal requirement of this Contract shall be a basis for termination under this subparagraph. The Customer, in the officer's sole discretion, may provide the Contractor with a written notice of intent to terminate and an opportunity to correct its performance, or may terminate the Contract immediately. The Customer shall provide notice to the Contractor by whatever means is reasonable under the circumstances. Customer shall be entitled to deduct from any compensation owed the Contractor, or otherwise recover, amounts to which the Contractor is not entitled, as well as any additional expenses Customer incurs, due to defective performance or nonperformance.
- 3. Additional Remedies. Customer is entitled under this Contract to all remedies available in law or equity. In the event that the Customer determines that the Contractor or any non-employee has failed to comply with the Contract, the Customer may take any appropriate action including:
  - a. Withholding of compensation due the Contractor for services rendered;
  - b. Suspension of the Contract in whole or in part;

- c. Recommending to the referring court for suspension of referrals or removal of the clients in service;
- d. Recovery, through offset or otherwise, of compensation already paid, or of Customer administrative costs;
- e. Requiring the posting of a bond; or
- f. Terminating the Contract.
- 4. Failure to Use Qualified Personnel or Non-employees. If the Contractor provides services through personnel or non-employees who do not meet the minimum qualifications set forth in this Contract, the Contractor shall not be entitled to compensation for those services. In addition to exercising other remedies provided under this Contract, the Customer shall recoup, through offset or any other means, any compensation already paid for the services of those personnel or non-employees.

### SECTION XII: OBLIGATIONS ON COMPLETION, TERMINATION OR SUSPENSION:

- Records. Records relating to the Contract shall remain the property of the Contractor, subject to the Contract's retention, confidentiality, and access requirements. The Contractor shall, at the Customer's request, provide a copy of those records to Customer or to any new provider of the services within the time specified in the request. The Customer shall pay for the reasonable cost of copying and transferring those records.
- 2. **Compensation for Services.** Where the compensation under the Contract is fee for service, Customer shall pay the Contractor for all authorized services performed to the date of completion, termination or suspension.
- 3. **Subsequent Audit.** If the Contract is completed, or the Customer terminates or suspends it, or the Contractor terminates the Contract with written notice, Customer retains the right to inspect, monitor or audit the records of the Contractor and non-employees, and to disallow compensation or recover compensation if warranted.

### **SECTION XIII: ASSIGNMENT:**

No right, liability, obligation or duty under this Contract shall be assigned or delegated in whole or in part, without the prior written approval of the Customer. The foregoing shall not apply to any work to be performed by an affiliate of Contractor, where affiliate means any corporation, firm, limited liability company, partnership or other entity that directly or indirectly controls or is controlled by or is under common control with Contractor.

### **SECTION XIV: RETENTION OF RECORDS:**

**Audit of Records:** Pursuant to A.R.S. §35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

## **SECTION XV: CONTRACT ADMINISTRATION:**

- General Rights. Customer shall administer services includes contract administration and contract compliance, including on-site monitoring. Customer or any other legally authorized agency of the State or federal government may, at any time during the hours of operation with or without notice to the Contractor or to non-employees:
  - i. Visit or inspect the facilities of the Contractor, or of non-employees;
  - ii. Observe the services provided;
  - iii. Interview clients, personnel, volunteers, intern's or non-employees in privacy;
  - iv. Inspect and copy records relating to the Contract, including personnel files.

The failure of the Contractor, its personnel, volunteers, interns or any non-employee to cooperate with the activities described in this Paragraph shall constitute grounds to terminate the Contract.

- Monitoring. The Customer, using the activities authorized in this Paragraph, may monitor
  the services delivered and the facilities and records maintained by the Contractor or any
  non-employee under this Contract.
- Program Evaluation. The Customer may evaluate any services that the Contractor provides and may assess the Contractor's progress and success in achieving the goals and measurable objectives described in the Contract. The Customer shall make evaluation reports available to the Contractor upon request.

### SECTION XVI: FISCAL, MANAGEMENT, AND ADMINISTRATIVE REQUIREMENTS:

Changes in Legal Status. The Contractor shall give the Customer written notice in advance
of any change in its legal or financial status, such as a merger or consolidation with another
entity, a change in name, bankruptcy, or any action concerning that status pending before
the Arizona Corporation Commission or the Arizona Secretary of State. The Customer, in
the officer's sole discretion, may require the Contractor to file a new or revised
Prequalification Form where the Contractor's legal status has, or may change.

- Bonds. The Customer may, under appropriate circumstances, require the Contractor to
  provide the Customer with a performance, payment, fidelity or other appropriate bond
  issued by a surety acceptable to that officer.
- 3. Additional Fiscal Requirements. If the Contractor provides services under this Contract which are paid for in whole or in part with Federal Government funds, the Contractor shall adhere to, and document, accounting policies and procedures, including those which address cost allocation and allowable expenses, which comply with all applicable federal laws, regulations, and Office of Management and Budget circulars.

## **SECTION XVII: INDEMNIFICATION:**

The Contractor agrees to defend, indemnify, and save harmless the County, State and its departments, agencies, boards and commissions and all officers, agents, and employees, each severally and separately, against any and all liabilities, demands, third party claims, damages, losses, costs and expenses of whatsoever kind or nature arising out of, resulting from, or which would have not occurred or existed but for this Contract and the acts or omissions of the Contractor or its officers, agents, personnel, volunteers, interns or non-employees. The Contractor shall not be liable under this Paragraph for liabilities, demands, claims, damages, losses, costs or expenses arising or resulting from the acts or omissions of the state or its officers, agents, personnel, volunteers, interns or third parties.

### **SECTION XIX: INSURANCE:**

- 1. Insurance Required. Before commencing services under the Contract, the Contractor shall furnish the Customer a certificate from the Contractor's insurer. The insurer shall be authorized to transact business in Arizona and hold a Certificate of Authority issued from the Arizona Department of Insurance. The certificate shall demonstrate insurance coverage in the minimum amounts and under the terms stated in Subparagraphs 2 and 3.
- 2. Coverage. The Contractor shall maintain the coverage specified in this Subparagraph in full force and effect during the term of the Contract. The coverage specified in this Subparagraph shall not limit the liability or other obligations of the Contractor. The Contractor shall require all non-employees to maintain the same coverage specified in this Subparagraph or shall provide such coverage for non-employees. The Customer reserves the right to waive or adjust insurance requirements in unique situations.

 i. COMMERCIAL GENERAL LIABILITY (Bodily injury, premises operation, property damage) \$1,000,000 each claim \$2,000,000 aggregate

ii. WORKER'S COMPENSATION AND EMPLOYER LIABILITY

\$100,000 limit

iii. COMPREHENSIVE
AUTOMOBILE LIABILITY, if a vehicle is to be utilized to transport clients for any purpose in connection with the performance of this Contract

\$1,000,000 in the aggregate

iv. PROFESSIONAL LIABILITY
INSURANCE (providing for coverage of professional misconduct or lack of ordinary skill in the performance of a professional act or service)

with limits of \$1,000,000 for each claim

- 3. Additional Insured. The Certificate of Insurance shall specify, and all policies shall provide, that:
  - i. The Gila County Superior Court/Gila County Probation Department and the State of Arizona are additional insureds;
  - ii. The insurance afforded in the policies identified in the certificate is primary and any insurance or self-insurance program of the State shall be excess and non-contributory insurance to that provided by the insured.
- 4. Cancellation Notice. All policies shall provide, that the policies shall not expire, be canceled or materially change to affect the coverage available to Gila County and the State of Arizona without 60 days prior written notice to the Customer.
- 5. **Noncompliance.** In the event that the insurer cancels any of the coverages specified in this Paragraph for any reason, the Contractor shall obtain replacement coverage acceptable to the Customer within five (5) days. Failure to comply with this requirement shall be grounds for terminating the Contract.

### **SECTION XX: ARBITRATION:**

The parties to this Contract agree to resolve all disputes arising out of or relating to this 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.

### SECTION XXI: CONFIDENTIALITY OF CLIENT INFORMATION:

- 1. **Compliance.** The Contractor, its personnel, volunteers, interns and non-employees unless otherwise exempt, shall adhere to all federal, state and local laws regarding confidentiality.
- 2. **Prohibition.** The Contractor, its personnel, volunteers, interns and non-employees shall not divulge information about any client to anyone without the release specified in this Subparagraph except to other than the Customer, the referring Superior Court, or anyone authorized by the Customer to receive it.
- 3. Procedures and Controls. The Contractor shall have written policies and procedures, and maintain controls, acceptable to the Customer which comply with this Paragraph, Paragraph 13, rules, policies and any applicable statutes. At a minimum, they shall address the compilation, locked storage, dissemination, retention and disposal of client records and information. Except as authorized by the Contract, the policies, procedures, and controls shall assure that no information contained in the Contractor's records or obtained from designated authorities or others is used or disclosed by the Contractor's agents, officers, or personnel; its volunteers or interns; or by non-employees.
- 4. Research Data. Notwithstanding any other provision of this Paragraph, the Contractor shall not provide to anyone other than the Customer any information, including information about clients in whatever form, for research purposes without the prior written approval of the Customer. The Contractor shall refer any requests for such information to the Customer and such requests shall be in writing. Approval shall be within the discretion of the Customer.
- 5. **Subpoenas.** If the Contractor receives a subpoena requesting records relating to this Contract, the Contractor, before complying with the subpoena, shall immediately notify the Customer, and supply that officer with a copy of the subpoena.

#### **SECTION XXII: NON-DISCRIMINATION IN SERVICE DELIVERY:**

The Contractor shall not deny services to or otherwise discriminate in the delivery of services against any client on the basis of race, color, religion, gender, national origin, age, disability, or sexual orientation. For purposes of this Paragraph, gender discrimination includes sexual harassment.

#### **SECTION XXIII:NON-DISCRIMINATION IN EMPLOYMENT:**

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act.

The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability

### **SECTION XXIV: CANCELLATION DUE TO CONFLICT OF INTEREST:**

Pursuant to A.R.S. §38-511, the state, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

#### **SECTION XXV: COMPLIANCE WITH FEDERAL IMMIGRATION LAWS:**

By signing this contract, the Contractor warrants that they are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from all proposed sub-contractors certifying compliance with this requirement and shall furnish the statements to the Customer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. The Contractor shall endeavor to ensure compliance with federal law and regulations related to the immigration status of their employees.

The Department may request verification of compliance for any Contractor on any sub-contractor performing work under the Contract. Should the Department suspect or find any Contractor not in compliance, the Department may pursue any and all remedies allowed by law according to the Governor's Executive Order 2005-30 and Federal Immigration and Nationality Act, Sections 274A & 274B.

## **SECTION XXVI: EFFECT OF CONTRADICTORY PROVISIONS:**

To the extent that any Service Specifications, amendments or change orders to the Contract conflict with the terms and conditions of the Contract or Addendum A, the Service Specifications or any amendments or change orders shall control the interpretation of the Contract.

#### **SECTION XXVII: GENERAL PROVISIONS:**

- 1. **Applicable Law.** This Contract shall be governed and interpreted by the laws of the State of Arizona, including the Arizona Procurement Code (A.R.S. §41-2501, et seq.)
- 2. **Unenforceability of Provisions.** If any provision of this Contract is held invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.
- 3. **Insurance.** The Contractor shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.
- 4. Independent Contractor Status. The Contractor is an independent contractor in the performance of work and the provision of services under this Contract, and is not to be considered an officer, employee, or agent of the State, or of Gila County.
- 5. **Non-waiver.** The Customer's acceptance of performance which does not strictly comply with a requirement of this Contract shall not constitute a waiver of the right to enforce strict compliance of the requirement in the future.
- 6. Certification against Contingent Fees. The Contractor certifies that no individual or agent has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, except a bona fide employee maintained by Contractor to secure business.
- 7. Third Party Antitrust Violations: The Contractor assigns to the State any claims for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this Contract.

#### **SECTION XXVIII: TERMINATION AND BREACH:**

Either party to the Contract may terminate the Contract with or without cause, by giving the other party a ten (10) day written notice.

- 1. The lapse of requested insurance, licenses, certification,
- 2. A material breach of law by the Contractor, which in the Superior Court opinion, is materially detrimental to the Superior Court.

#### **SECTION XXIX: DUTIES OF CONTRACTOR:**

Failure of the Contractor to perform any services required in the Contract for thirty (30)
days after such service is due, unless justified by causes outside the control of the
Contractor shall constitute a breach of the Contract.

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- 2. In the event of a termination or breach by Contractor, the Contractor shall be reimbursed only for the value of services actually performed and expenses incurred under the contract prior to the effective day of the termination notice or of notice that the Court regards the Contract as breached.
- 3. The Contractor will forward operational policies and procedures on client assessment, service planning, clinical documentation, confidentiality, and records regarding donor data and disposal.

### **SECTION XXX: ENTIRE AGREEMENT:**

This document including the Addendum A constitutes the entire Agreement of the parties and shall not be modified, amended, altered or changed except through a written amendment and signed by the parties authorized representatives.

IN WITNESS, THEREOF, the parties have affixed their signature to this CONTRACT on the designated dates:

Douglas K. Kramer, Chief Executive Officer

Date

Treatment Assessment Screening Center, Inc. (TASC)

James Menlove, County Manager

Date



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# Exhibit B: Suggested Drug Panels and Pricing

| Standard Drug Panei Amphetamines, Cocaine, Opiates, THC  | \$10.50 |
|--|---------|
| Standard Drug Panel + EtG Amphetamines, Cocaine, EtG, Opiates, THC   | \$11.50 |
| Opiates\Narcotics Panel Buprenorphine, Fentanyl, Heroin, Methadone, Opiates, Oxycodone   | \$12.50 |
| Prescription Abuse Panel Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Fentanyl, Opiates, Oxycodone  | \$13.50 |
| Youthful Offender Panel Amphetamines, EtG, MDMA, Synthetic Cannabinoids (Spice/K2), THC  | \$15.00 |
| Broad Screen (15-Drug)  Amphetamine, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, EtG, Fentanyl, Heroin, MDMA, Methadone, Opiates, Oxycodone, Phencyclidine, Propoxyphene, THC | \$22.25 |
| Stimulants Panel Amphetamines, Cocaine, Ecstasy, Synthetic Cathinones (Bath Salts)   | \$34.25 |



Exhibit A: Lab-Based Testing Pricing Proposal (Continued)

| Lab-based Oral Fluid Drug Screens  |           | Price                                    |
|--|-----------|--|
| Panel A: Amphetamine, Methamphetamine, Cocaine, Opiate and THC                                       | \$        | 15.00                                    |
| Panel B: Barbiturates, Benzodiazepines, Methadone, Oxycodone, and PCP                                | \$        | 15.00                                    |
| Panels A & B   | \$        | 20 00                                    |
| Oral Fluid Confirmation  | 5         | 55.00                                    |
|  |           |  |
| POC Urine Field Test Kits  |           | Line of                                  |
| POC Device, (10-Drug Panel)  | \$        | 6.00                                     |
| EtG Dipsticks, ETG   | \$        | 2.50                                     |
|  |           |  |
| Sample Collections   |           | Price                                    |
| Visually observed sample collection at any existing TASC-operated collection site                    | NO        | CHARGE                                   |
|  |           | V-12011101111111111111111111111111111111 |
| Shipping   | N. Park   | Price                                    |
| USPS Maller, single sample   | \$        | 3.25                                     |
| USPS Bulk Shipment Fee (6 samples per mailer), price per sample                                      | Ś         | 0.50                                     |
| USPS Short-Shipment Fee (less than 5 samples in bulk mailer)   | \$        | 2.50                                     |
| FedEx Pickup Next Day Delivery, 5 samples minimum, price per sample                                  | \$        | 4.00                                     |
| FedEx Pickup 2-Day Delivery, 5 Samples minimum, price per sample                                     | \$        | 5.00                                     |
| FedEx Short-Shipment Fee (less than 5 samples in shipment)   | \$        | 15.00                                    |
| Courier Pickup (Globe, Payson), price per pickup   | Ś         | 30.00                                    |
|  | ~         | 30.00                                    |
| Additional Services  | 1 1 2 2 3 |  |
| TASC Web Portal Case Management system   | NO C      | CHARGE                                   |
| TASC Standard IVR Random Testing call-in service   |           | CHARGE                                   |
| TASC Mobile App for IVR check-in and testing reminders   |           | CHARGE                                   |
| TASC Web-based IVR check-in service  |           | CHARGE                                   |
| Expert Testimony - Certifying scientist or a legally recognized representative of the lab to provide | NOC       | TIMNOL                                   |
| testimony In court as required. Includes travel time from TASC HQ. Per Hour fee.                     | \$        | 75.00                                    |



Exhibit A: Lab-Based Testing Pricing Proposal - Gila County

| Lab-Based Urinalysis Drug Screens  | DESCRIPTION OF THE PARTY OF THE |       |
|--|--|-------|
| Standard 1-Drug Urine Screen †   |  | Price |
| Standard 2-Drug Urine Screen †   | \$   | 07.00 |
| Standard 3-Drug Urine Screen †   | \$   | 08.00 |
| Standard 4-Drug Urine Screen †   | \$   | 09.25 |
| Standard 5-Drug Urine Screen †   | \$   | 10.50 |
| Standard 6-Drug Urine Screen †   | \$   | 11.50 |
| the same of the sa | \$   | 12.50 |
| Standard 7-Drug Urine Screen †   | \$   | 13.50 |
| Standard 8-Drug Urine Screen †   | \$   | 14.50 |
| Standard 9-Drug Urine Screen †   | \$   | 15.50 |
| Standard 10-Drug Urine Screen †  | \$   | 16.50 |
| Standard 11-Drug Urine Screen †  | \$   | 17.50 |
| Standard 12-Drug Urine Screen †  | \$   | 18.75 |
| Standard 13-Drug Urine Screen †  | \$   | 20 00 |
| Standard 14-Drug Urine Screen †  | \$   | 21.00 |
| Standard 15-Drug Urine Screen †  | \$   | 22.25 |
| † Standard Urine Screens may include any of the following drugs: Amphetamines, Barbiturates, Benzodiazepines, Buprenorphine, Cocaine, EtG, Fentanyi, Heroin, MDMA, Methadone, Oplates, Oxycodone, Phencyclidine, Propoxyphene, THC   | * I w × s  |       |
| Specimen Validity Testing  | NO C   | HARGE |
| Add-on Specialty Level I Test 1 (add to any Standard Urine Screen)   | \$   | 04.50 |
| Stand-alone Specialty Level I Test 1   | \$   | 08.25 |
| Specialty Level I Tests include Carlsoprodol, Ketamine, LSD, Methaqualone, Synthetic Cannabinoids (Spice/K2), Tramadol   |  |       |
| Add-on Specialty Level II Test 2 (add to any Standard Urine Screen)  | \$   | 25.00 |
| Stand-alone Specialty Level II Test <sup>2</sup>   | Ś  | 29.25 |
| <sup>2</sup> Specialty Level II Tests include:<br>Dextromethorphan, Synthetic Cathinones (Bath Salts)  |  |       |
| GC, GC-MS & LC-MS/MS Confirmations   |  |       |
| Standard Drug Confirmations (see † above)  | \$   | 12.00 |
| Bath Salts Confirmation  |  | 20.00 |
| Buprenorphine Confirmation   | \$   | 70.00 |
| Dextromethorphan Confirmation  | \$   | 60.00 |
| Fentanyl Confirmation  | \$   | 60.00 |
| LSD Confirmation ******  |  | 70.00 |
| Carisoprodol (Soma) Confirmation   | \$   | 50.00 |
| Spice Confirmation : 1999  | \$ 14  | 20.00 |
| Tramadol Confirmation  | \$   | 45.00 |
|  | 40   | 73.00 |



# POINT OF CARE (POC) DRUG TEST KITS

TASC provides instant kit POC bottles for a 10-drug screen. We have chosen a broader panel to eliminate the need to maintain several kit configurations in the field. Other variants to the kit drug combination can be made, with an additional lead time. A quote for single test EtG dipsticks has been also provided. Note that there is a minimum order of 1000 POC cups and 25 dipsticks per order.

Specimens may be sent for lab-based GC-MS and/or LC-MSMS confirmation if desired. Confirmation Mailer Kits with Prepaid USPS Postage are provided at no extra charge.

POC Device (10-Drug Panel):

\$6.00

Amphetamines Barbiturates

Methamphetamine

Oxycodone

Phencyclidine

Benzodiazepines

Methadone Opiates

THC

Cocaine

EtG Dipstick (ETG Only):

\$2.50

GC-MS and/or LC-MS/MS Confirmation of POC Device (per drug):

\$12.00

# ARIZONA CODE OF JUDICIAL ADMINISTRATION

# Part 6: Probation

Chapter 1: General Administration Section: 6-110 Offender Alcohol and Drug Testing

# A. Definitions. In this section, the following definitions apply:

"Administrative director" means both the administrative director of the Administrative Office of the Courts (AOC) and the director's designee.

"Alcohol and drug testing" means any validated or verified method of determining the level of identifiable substances in the body including, but not limited to breath, blood, oral fluid, urine, hair and sweat testing.

"Confirmation testing" means the re-analysis of a positive sample with a methodology of greater sensitivity and specificity than the initial immunoassay screening methodology.

"Court" means superior court.

"Immunoassay" means an initial screening methodology, the basis of which is the chemical process known as mass action reaction, for determining small amounts of material in the sample.

"Instrument based testing" means a screen or analysis system that utilizes a piece of laboratory equipment, dedicated personnel, location, and supplies to determine the level of identifiable substances in the body.

"Retest" means a repeated or second immunoassay to verify the findings of the initial screening immunoassay.

- B. Applicability. Article VI, Section 3 of the Arizona Constitution authorizes the supreme court to establish requirements for offender alcohol and drug testing conducted by the probation departments and contracted laboratories.
- C. Purpose. To provide minimum standards for offender alcohol and drug testing practices and requirements.

#### D. General Administration.

- 1. The AOC shall:
  - a. Monitor probation department's alcohol and drug testing policies and procedures;

- b. Prepare written material setting forth various techniques, practices, guidelines and other recommendations regarding alcohol and drug testing and distribute this material to superior court judges and probation personnel;
- c. Inspect, audit, or have audited the alcohol and drug testing records of any probation department;
- d. Contract with laboratories to perform alcohol and drug testing on behalf of juvenile probation departments and require those agencies to comply with the requirements within this code;
- e. Provide general assistance to probation departments on alcohol and drug testing; and
- f. Adopt other administrative practices and procedures consistent with this code, as necessary for alcohol and drug testing.

## 2. Each probation department shall:

- a. Have a written alcohol and drug testing policy and procedure in accordance with this code which includes, but is not limited to:
  - (1) The selection of offenders to be tested;
  - (2) The type of drugs to be tested;
  - (3) The type of tests utilized;
  - (4) Field, office and laboratory testing;
  - (5) Method to verify the identity of offenders that appear for testing
  - (6) Frequency of testing;
  - (7) The process to ensure specimen samples
    - (a) Have not been substituted, adulterated or tampered; and
    - (b) Are handled with a reliable chain of custody for supervision and court purposes;
  - (8) Offender's use of prescription medication not prescribed for the offender or taking prescribed medication more than ordered by physician;
  - (9) The release of testing results in compliance with applicable statutes, administrative orders, and codes concerning confidentiality of court records:
  - (10) Handling court challenges to test results; and
  - (11) Develop, implement, and document training for staff who conduct instrument or non-instrument based tests according to the manufacturer's requirements and departmental policy.
- b. Designate an individual who shall be responsible for the oversight of the probation department's alcohol and drug testing practices in accordance with established policies and procedures and this code;

- c. Require all specimens be immediately discarded if there has been a breach of protocol or procedure;
- d. Retain documentation for at least five years of the testing process utilized by the probation department;
- e. Provide the AOC with any requested alcohol and drug testing data, performance reviews or inspection results performed by non-probation or non-AOC entities; and
- f. Obtain, maintain, or access a properly procured contract with a laboratory which requires the laboratory to adhere to all the requirements in this code and provide results of performance audits, licensing reviews and or certification reviews to the probation departments or the AOC.
- g. Use alcohol and drug testing as necessary when:
  - 1) Ordered by the court;
  - 2) It is part of drug rehabilitation;
  - 3) The officer suspects the offender of substance abuse:
  - 4) Applicable statutes, administrative orders, or codes require drug testing:
  - 5) The officer believes testing will improve compliance to the conditions of probation; or
  - 6) The offender has a history of substance use or abuse, or alcohol or drug related arrests.
- E. Alcohol and Drug Testing and Collection Requirements. Each probation department shall adhere to the following requirements for instrument based, on site and field testing:
  - 1. Adhere to all the manufacturer specifications and requirements;
  - 2. Require all collected specimens to be stored in a secured area and submitted for testing in secured transport containers;
  - 3. Utilize a chain of custody form for each specimen submitted for testing to a test site which shall include, but not limited to:
    - a. Offender's name, date of birth, and court case number:
    - b. Drugs to be tested;
    - c. Supervising probation officer's name:
    - d. Name of collection personnel;
    - e. Date the specimen was collected:

- f. Date the specimen was transported to the testing facility;
- g. Transporting personnel's name, agency and date (If specimens are transferred to a commercial third party courier service for delivery, separate transport logs may alternately be maintained documenting transporting personnel's name, agency and date of transport.);
- h. Date the specimen was received by the testing facility and name of laboratory personnel receiving specimen; and
- i. Name of testing personnel.
- 4. Require that the original chain of custody form accompany each container sent to the test site and a copy of the file document remain with the probation department;
- 5. Require the test site to retain the original chain of custody form and provide a report of all offender test results to the probation department;
- 6. Require an employee of county, state or contracted vendor of the same sex as the offender to conduct a visual observation of the collection of a urine specimen;
- 7. Require the offender to review the information on the label which shall include:
  - a. Offender's name, date of birth, and case number and JOLTS number, if applicable;
  - b. Date the specimen was collected; and
  - c. Offender's signature, indicating the information is accurate.
- 8. Require the collector of sample to initial the label and the offender to initial and affix the label to the specimen container and secure the specimen;
- 9. Require the laboratory to retest each positive screening with a second immunoassay prior to reporting the positive screening to the probation department;
- 10. Use the result of the immunoassay urine screening with no confirmation if the offender admits substance use and the results are to be used in court proceedings or for officer imposed sanctions;
- 11. Use the result of the immunoassay urine screening with no confirmation test if the offender denies substance use and the results are limited to officer imposed sanctions;
- 12. Confirm the positive urine sample by using a confirmatory methodology approved by the administrative director and allowable under the laboratory accrediting body as a

- methodology of higher sensitivity and specificity, if the offender denies substance use and the results are to be used in court proceedings;
- 13. All field test devices are to be immunoassay-based tests approved by the United States Food and Drug Administration. Field tests include Point of Collection Testing devices for conducting drug screening tests on urine and/or oral fluid samples. Testing is conducted by trained non-laboratory personnel to obtain immediate presumptive screening results. Preliminary breath tests that utilize chemical or fuel cell technologies are considered field tests; and
- 14. Document the drug testing operational process and generate a monthly statistical summary of drug testing.
- F. Laboratory Testing Requirements. Each probation department or the AOC shall require all contracted alcohol and drug testing laboratories to:
  - 1. Obtain and maintain accreditation in good standing by the College of American Pathologists for Forensic Drug Testing (CAP-FDT);
  - 2. Notify the probation department or AOC on loss of accreditation for non-compliance within 72 hours. The laboratory will have 30 days from notification of the probation department or AOC to come back into compliance or be removed from the list of approved laboratories;
  - 3. Require all urine specimens be tested at cutoff levels that meet or exceed the levels of sensitivity established by CAP-FDT and the Substance Abuse and Mental Health Services Administration;
  - 4. Comply with applicable provisions of any state licensure requirements;
  - 5. Comply with state and federal legislation and case law regarding privacy of testing results and release of such information:
  - 6. Maintain all positive test specimens for a minimum of one year;
  - 7. Negative test specimens may be discarded immediately upon identifying the negative results from the test:
  - 8. Provide the probation department or AOC with drug testing data as requested and any explanation of test results and laboratory policy and procedure; and
  - 9. Provide court testimony relevant to any issue involved with the testing and or collection of a specimen.

- 6. The collector of the same sex as the offender shall accompany the donor into the designated collection room which shall be made secure during the collection procedure. The collection personnel shall observe the offender as they submit a specimen for drug testing to ensure that the sample has not been substituted, adulterated or tampered with in any way.
- 7. The collector shall ensure that the offender keeps the specimen bottle or container in view at all times prior to its being sealed and labeled.
- 8. The collector shall have the offender review the information on the label which shall include:
  - a. Offender's name, date of birth, and case number and JOLTS number, if applicable;
  - b. Date the specimen was collected; and
  - c. Offender's signature, indicating the information is accurate.
- 9. The offender shall write their initials on the label to indicate the information is accurate.
- 10. The offender in the presence and under the assistance of the collector shall place a tamper-proof label-seal on the specimen bottle, and shall place the bottle in the specimen container. This container is then to be placed into secure locked storage until it is released for transport to the laboratory facility. At that time the specimen bottles and chain of custody forms are placed in a specimen transport container for shipment to the laboratory.
- 11. Each person transporting or handling the specimen [or specimens] shall sign and date the chain of custody form [or forms] when the specimen [or specimens] are transported. (If specimens are transferred to a commercial third party courier service for delivery, separate transport logs may alternately be maintained documenting transporting personnel's name, agency and date of transport.)
- 12. All transported specimen [or specimens] shall be maintained in a specimen transport container pursuant to laboratory specifications.
- 13. The chain of custody form [or forms] shall be signed or initialed and dated by authorized laboratory personnel upon receipt.
- 14. The original chain of custody document or a copy shall always remain in the secured specimen transport container.

# **EXECUTIVE SUMMARY FORM**



| Contract Name:  | Fire Extinguisher Inspection and Replacement for Northern Gila County  | Contract No.:                             | Arizona State Contract ADSPO16-107512                         |
|---|--|---|---|
| to provide fire equ<br>extinguishers in var<br>buildings and appr | ose: Amendment No. 3 will serve to extend the contribution inspections and service on an anious locations in Northern Gila County. An estimated oximately 138 extinguishers in vehicles and equipment on State Contract ADSPO1107512 | nual and as neede<br>66 fire extinguisher | d basis for approximately 204 s are located in various County |
| Contract End Dat  | e: <u>07-01-18 to 06-30-19</u>   | Renewal Op                                | tion: 🔀 Yes<br>No   |
| Maximum Dollar  | Limit: \$6,000.00  |   |   |
| Contract Informati  | <u>on</u>  |   |   |
| Firm Name: Ar   |  | Contact<br>Person:                        | Yvette Predovich  |
| Address: 310  | 7 W Virginia Avenue  | Phone No: 602                             | -433-2484   |
| City: Phoenix   | State: AZ Fax: 520   | 0-545-1048 Er                             | mail:yvettep@americanfire.com                                 |
| Works/B   | Management/Public<br>uildings/Land/Non-specified/Other<br>and charges General services   | Type of Funds:                            | Restricted  |
|   | 0.341.102.000.4200.10  |   | Grant General Fund Other                                      |
| Date Sent for Leg   | al Review:   | Date Returned                             | :   |
| Special Notes: Does not require                                   | CA signature. The contract language has previou  | ısly been approve                         | d.  |

# **CONTRACT AGREEMENT FORM**

| Contract Name:  | Fire Extinguisher Inspection and Replacement for Northern Gila County   | Contract No.:  | Arizona State Contract<br>ADSPO16-107512   |
|---|---|--|--|
|   |   |  |  |
| the Agreement for<br>equipment protecti<br>various locations in | ose and Need: Amendment No. 3 will allow for Gila Co<br>one (1) additional one (1) year term, from July 1, 20<br>on inspections and service on an annual and as need<br>Northern Gila County. An estimated 66 fire extinguis<br>extinguishers in vehicles and equipment located through<br>tt 12H-AFES-0604 | 118 to June 30, 20<br>ded basis for appro<br>hers are located in | 19. Contractor to provide fire eximately 204 extinguishers in various County buildings and |
| Contract End Date   | e: <u>07-01-18 to 06-30-19</u>  | Renewal Op   | tion: X Yes No   |
| Maximum Dollar  | Limit: \$6,000.00   |  |  |
| Contract Informati  | on_   |  |  |
|   |   | Contact  |  |
| Firm Name: Ar   | nerican Fire Equipment Sales & Service Corp.  | Person:  | Yvette Predovich   |
| Address: 310  | 7 W. Virginia Ave   | Phone No: 602  | -433-2484  |
| City: Phoenix   | State: AZ Fax: 520  | 0-545-1048 Er  | mail:yvettep@americanfire.com_   |
|   |   |  |  |
| Arizona Procurement   | la County is part of the Arizona State Purchasing Cooperat<br>Office contract with American Fire Equipment Sales & Servic<br>eady been established in the State of Arizona bidding proce  | ce Corp., it will save th  | Purchasing. By using the State of the County in both time and money                        |
| 107512 for F  | use a Cooperative Purchasing Agreement with a sire Extinguisher Inspection and Replaced 2019.   | the State of Ariz<br>acement appro                               |  |
| Gila County Mana  | Ames Menlone  |  |  |
| lames Merilove  |   |  |  |

# **EXECUTIVE SUMMARY FORM**

| Contract Name: Palmer R. Miller III   | Contract No.:           | 020519                         |
|---|-------------------------|--------------------------------|
|   |                         |                                |
| Statement of Purpose and Need (3-5 Sentences) Provide information to support the acquisition of the Pleasant V for veterans services. | alley Ranger District a | administration site for use    |
| Contract End Date: 2-7-19 through 2-6-20  | Renewal Optio           | on: 🛚 Yes                      |
| Maximum Dollar Limit: \$30,000  |                         |                                |
|   |                         |                                |
| Contract Information  |                         |                                |
| Firm Name: Palmer R. Miller, III  | Contact<br>Person:      |                                |
| Address: 1838 N. Princeton Ave  | Phone No: 520-4         | 431-3399                       |
| City: Casa Grande State: AZ Fax:  | Em                      | palmermiller@msn.com           |
|   |                         | T                              |
| Fund: Gen Fund/Finance/General Admin/Professional Services Other  | Type of Funds:          | Restricted                     |
| Fund Code: 1005.201.140.4210.99   |                         | ☐ Grant ☐ General Fund ☐ Other |
| Date Sent for Legal Review:   | Date Returned:          |                                |
| Special Notes: Does not require CA signature, contract previou  | sly reviewed and app    | oroved.                        |

# PROFESSIONAL SERVICE AGREEMENT NO. 020519 PALMER R. MILLER, III PROJECT DEVELOPMENT FOR PLEASANT VALLEY SITE

THIS PROFESSIONAL SERVICE AGREEMENT (the "Agreement") is made and entered into by and between Gila County, AZ, a public agency of the State of Arizona acting through its governing body, (the "County") and Palmer R. Miller, III (the "Contractor") (The County and the Contractor shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

#### RECITALS

**WHEREAS**, the Parties desire pursuant to the terms and conditions of this Agreement to set forth the terms and conditions pursuant to which the Contractor will provide professional consulting services to the County regarding the repurposing of the Pleasant Valley Ranger District Office.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the Parties hereby agree as follows:

#### **AGREEMENTS**

1. Term: The term of the contract shall commence on date it is signed by the County Manager and remains in effect for a period of one year from that date, 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 two (2) additional one (1) year periods.

In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

2. **Scope of Services:** The Contractor will provide professional consulting services covering the repurposing of the Pleasant Valley Ranger District Office. The services shall be provided monthly as requested by the County as more fully described hereafter:

#### **Duties/Responsibilities**

 Contractor shall assist the County in developing a concept and facility use plan for the Pleasant Valley Ranger District Office that includes services for military veterans and their family. The intent of this plan is to demonstrate a maximum benefit and use of the facilities for veteran's rehabilitation and respite.

## Activities

- Conduct site visits with potential stakeholders
- Outreach and marketing to potential service providers and key stakeholders
- Conduct focus group discussions with key veteran stakeholder groups
- Develop general concept plan and identify potential services and service providers
- Outline programs and services for veterans that with best fit at the Pleasant Valley site.
- Present findings and concept plans to various stakeholders
- **3. Compensation.** As full and complete compensation for the services to be provided hereunder, the County shall pay the Contractor a monthly fee of: \$2,167.00, subject to a maximum of \$30,000 plus authorized travel expenses. Travel expenses shall be compensated at the Gila County rates in Gila County Policy FIN-112.

At the end of the first month of this Agreement and at the end of each month thereafter, the Contractor will submit to the County an invoice detailing the month's activities.

The County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the Accounts Payable Department receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions and they apply to all invoices received by the County.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

All payment demands shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the contract number, and description of services performed.

- **Termination:** This Agreement 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.
- **5. Indemnification:** To the fullest extent allowed by the law, the Contractor shall indemnify, defend and hold harmless the County and its agents, representatives, officers, officials and employees from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omission in the performance of this Agreement.

- **6. Insurance**: Any unforeseen circumstance which may relate to general commercial, automobile or professional liability insurance is the sole responsibility of the Contractor and the County is absolved from any and all liability for such.
- 7. **Compliance with Laws.** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, and without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this Agreement shall apply and do not require an amendment.
- 8. Immigration Law Compliance. 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 this 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 Agreement subject to penalties up to and including termination of this Agreement. 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.
- **9. Cancellation for 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 is fully set forth in this Agreement.
- **10. Assignment.** Contractor may not assign or delegate its rights and obligations under this Agreement without the prior written consent of the County.
- **11. Governing Law.** This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

- **12. Jurisdiction**. If any applicable arbitration fails, the Parties agree that all disputes and litigation regarding this Agreement and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the Federal courts sitting therein.
- **13. Entire Agreement**. The Parties agree that this Agreement and Exhibit A, incorporated by reference herein, represent the complete and exclusive statement of agreement between the Parties and supersedes all proposals, oral or written, and all other communications relating to the subject matter of this Agreement.
- **14. Modifications**. This Agreement may be modified or amended only by a written instrument duly signed by an authorized representative of the governing body of each Party.
- **15. Waiver**. Failure or delay in enforcing any term, provision or condition of this Agreement by either Party will not operate as a waiver and no waiver of any term, provision or condition of this Agreement will be valid unless in writing and signed by the Party agreeing to such waiver. Any waiver by either Party of any condition, term or provision of this Agreement will not operate or be considered as a waiver of any other condition, term or provision of a waiver of any future event or circumstance.
- **16. Severability**. If any provision of this Agreement is determined by an arbitration panel or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- 17. Relationship of Parties. The relationship between the Parties of this Agreement is that of independent contractors. This Agreement does not constitute a partnership or joint venture between the Parties. Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of any other Party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. Nothing contained in this Agreement shall confer any right to any person or entity not a party to this Agreement.
- **18. Counterparts.** This Agreement may be executed in two counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

19. Notices and Contact List: All notices or demands upon any Party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

| Gila County:  | James Menlove                                  |
|---------------|--|
|               | 1400 E. Ash St                                 |
|               | Globe, AZ 85501                                |
| With copy to: | Palmer R. Miller                               |
|               | 1838 N. Princeton Ave<br>Casa Grande, AZ 85122 |

The Parties may update by written notice to the other Party the above-referenced legal contacts in this section without requiring a written amendment to this Agreement.

IN WITNESS WHEREOF, two (2) identical counterparts of this Agreement, 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

James Menlove, County Manager

Palmer R. Miller III

# **EXECUTIVE SUMMARY FORM**

| Contract Name: GetFunded  | Contract No.:             |
|---|---------------------------|
|   |                           |
| Statement of Purpose and Need (3-5 Sentences)  Provide e-rate level I & level II consulting and filing services between consortium filing and e-rate for libraries and district |                           |
| Contract End Date: 2-8-19 through 2-7-20  Maximum Dollar Limit: \$9,000   | Renewal Option:           |
| Maximum Dollar Limit: \$9,000   |                           |
| Contract Information  Firm Name: GetFunded  | Contact John Egan Person: |
| Address: 20885 N. 90 <sup>th</sup> Place Suite 110  | Phone No: 480-473-5785    |
| City: Scottsdale State: AZ Fax:   |                           |
| Fund: Library District  Fund Code: 6010.600_4210.99   | _ Type of Funds:          |
| Date Sent for Legal Review: N/A   | Date Returned:            |
| Special Notes: Previous contract has been reviewed and ap   | proved by CA.             |

## Funding Year 2019 E-Rate AGREEMENT



This Agreement entered into this <u>8st</u> day of: <u>February</u>, <u>2019</u> by and between <u>FundED</u>, <u>LLC</u>, an Arizona limited liability company, dba <u>GETFUNDED</u> (hereinafter "Company",) whose principal address is 20885 North 90<sup>th</sup> Place, Suite 110, Scottsdale, Arizona 85255, and <u>Gila County Library District</u>, (hereinafter "Client") whose principal address is: <u>1400 East Ash Street</u>, Globe, <u>AZ 85501</u>.

## RECITALS

- Company has experience, expertise and infrastructure relating to the E-Rate funding processes, and;
- 2. Client believes it qualifies for E-Rate funding, and;
- 3. Client desires to engage Company to act as its agent in applying for E-Rate funding in the 2019 E-Rate filing cycle, and;
- 4. Company desires to assist Client as its agent in applying for funding in the 2019 E-Rate filing cycle.

## AGREEMENT

NOW, THEREFORE, in consideration of the covenants, promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

- 1. **Incorporation of Recitals.** The Recitals, above, are incorporated by reference into this Agreement.
- 2. **Definitions.** The following terms used in this Agreement shall have the following meaning in interpreting this Agreement.
  - A. "E-Rate" as used herein shall mean the funding available to certain schools and libraries under the Telecommunications Act of 1996, as amended, administered by the United States Federal Communication Commission through its agent, Universal Service Administration Company.
  - B. "USAC" as used herein shall mean the *Universal Service Administration Company*.
  - C. "2019 E-Rate filing cycle" as used herein shall mean the E-Rate filing cycle, which begins in the fall of 2018 and ends in the summer of 2019, as defined by USAC from time-to-time.

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D. "Constructive Receipt of Benefit of Funding" as used herein shall mean issuance by USAC of a Funding Commitment Decision Letter (FCDL) approving funding to Client applied for by Company on behalf of client for the 2019 E-Rate filing cycle.

- 3. Appointment of Agent. Client hereby appoints Company its agent for applying for E-Rate funding for the 2019 E-Rate filing cycle.
- 4. Company Acceptance of Appointment. Company hereby accepts such appointment expressly conditioned upon receipt from Client of all three of the following items:
  - (i) this Agreement duly executed by Client,
  - (ii) the Company's fee payment as defined below, and
  - (iii) a properly executed Letter of Agency. Receipt of all three items is a condition precedent to Company accepting appointment and commencing its efforts on behalf of Client.
- 5. Client's Reasonable Efforts. Client agrees to make <u>reasonable</u> efforts to provide timely and accurate response to Company's request for data and execution of necessary documents. Client expressly acknowledges that Company cannot successfully process Client's Application for E-Rate funding in the absence of Client's timely and accurate response to requests for data and executed documents.

|             |        |          | : |             |         |          |          |          |        |          |  |
|-------------|--------|----------|---|-------------|---------|----------|----------|----------|--------|----------|--|
|             | Please | Initial: |   | I have read | and und | derstand | l number | 5 on the | E-Rate | ontract. |  |
| 1966 /<br>1 |        |          |   |             |         |          |          |          |        |          |  |

- 6. **COMPANY's Best Efforts.** Company agrees to make its best effort to successfully process Client's application for E-Rate 2019 filing cycle funding.
- 7. COMPANY's Fee.
  - A. <u>Initial Payment</u>. Client agrees to pay Company a non-refundable initial engagement fee of \$4,500 upon execution of this Agreement by Client. \$1,000.00 Per Library, for assistance with Category I and II funding requests for e-rate.
  - B. <u>Conditional Success Fee</u>. Client agrees to pay Company <u>\$4,500</u> within 15 days of Constructive Receipt of Benefit of Funding.
  - C. Any required client documentation received by the Company within three (3) business days of the USAC Form 471 deadline will be assessed an additional fee of. **\$1,000**.

|    |                 |   | * 7,            |             |            |               |           |  |
|----|-----------------|---|-----------------|-------------|------------|---------------|-----------|--|
| į, | Please Initial: | • | I have read and | d understan | d number 7 | on the E-Rate | contract. |  |
|    |                 |   |                 |             |            |               |           |  |

8. Compliance. Client acknowledges its sole responsibility for its compliance with all laws and regulations pertaining to the E-Rate filing process and further agrees to timely and accurately execute any certificates of compliance requested by Company or USAC.

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9. Ownership of Work Product. The ownership of all documents and communications, in all media, including but not limited to, digital, paper, magnetic, email, telephone or any other media, generated by Company on behalf of Client in the E-Rate filing process are the sole and exclusive property of Company.

#### 10. Termination.

- A. Automatic Termination. This Agreement shall terminate automatically (a) upon Constructive Receipt of Benefit of Funding by Client; provided, however, that Client's obligation to pay Company any unpaid Fee, as provided herein, due to Company at the time of such determination shall survive such termination, of (b) upon issuance by USAC to Client of final denial of funds letter regarding the E-Rate 2019 filing cycle.
- B. Termination by Client. Client may, upon written notice to Company, terminate this Agreement at any time; provided, however, that Client's obligation to pay Company any unpaid Fee, as provided herein, due to Company at the time of such termination shall survive such termination.
- C. **Termination by Company.** Upon default by Client, as provided herein, Company may terminate this Agreement without further obligation to Client; provided, however, the obligation of the Client to pay any Fee due to Company, as provided herein, at the time of such termination shall survive such termination.
- D. Termination by Event of Default. Upon failure to remedy any event of default, as provided herein, the injured party may, by written notice to the offending party, terminate this Agreement without further obligation to the offending party; provided, however, that Client's obligation to pay Company any unpaid fee, as provided herein, due to Company at the time of such termination, shall survive such termination.
- 11. Events of Default. The following event(s), condition(s) or action(s) by either party shall, at the sole option of the other party, constitute an event of default.
  - A. An assignment for the benefit of credits.
  - B. Filing for protection in the U.S. Bankruptcy Court.
  - C. Failure, within 15 days of written notice, to remedy any failure to comply with any obligation or duty under this Agreement.
- 12. Entire Transaction. This Agreement contains the entire understanding between the parties regarding the 2019 E-Rate filing cycle, supersedes all prior agreements and understandings between the parties regarding the 2019 E-Rate filing cycle and shall not be amended or modified except by written agreement of both parties.
- 13. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties named herein and their respective permitted successors and assigns. Neither the Client nor the Company shall be entitled to assign their rights or duties under this Agreement without prior written agreement of the other party.

COMPANY 2016 Revised 4 of 5

14. Partial Invalidity. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate any other provision of this Agreement.

- 15. Applicable Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of Arizona.
- 16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administrated by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration proceeding shall take place in the City of Scottsdale, State of Arizona. Upon a final determination, the prevailing party shall be reimbursed for all of its expenses in such arbitration, including reasonable attorneys' fees.
- 17. Notices. All notices required by the terms of this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid, to the address for each party stated above.
- 18 Captions. The captions are for convenience only and shall not control of affect the meaning or construction of the provisions of this Agreement.
- 19. Time is of the essence in this Agreement.
- 20. Assignment. Either party without the prior written consent of the other party may not assign this Agreement.
- 21. Counterparts; Electronically Delivered Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed and delivered by facsimile and/or electronic mail and the Parties hereto agree that such facsimile and/or electronic mail execution and delivery shall have the same force and effect as delivery of an original document with original signatures and that each party may use such facsimile and/or electronic mail signatures as evidence of the execution and delivery of this Agreement by all Parties to the same extent that an original signature could be used.
- 22. Entire Understanding. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to, or by the parties hereto. This Agreement may be amended only by written agreement, signed by the parties to be bound by the amendment.
- 23. Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest under A.R.S. § 38-511 which is incorporated in this contract the same as if set forth in the contract.
- 24. Compliance with Immigration Laws and Regulations. Company hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If Company uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be

COMPANY 2016 Revised 5 of 5

deemed a material breach of the contract subject to penalties up to and including termination of this contract. Client retains the legal right to inspect the papers of Company and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

The parties have indicated their agreement to the foregoing by signing in the space provided below for their signatures, and each signatory represents and warrants that he/she has the authority to bind their respective companies to their agreement.

*IN WITNESS WHEREOF*, the parties have executed this agreement under seal as of the day and year first above written.

FUNDED, LLC

dba: GETFUNDED

By Thus

Its (E)

Date 2-8-19

Gila County Library District

Ito Carrel Occasion as

Date 2-12-19



# **EXECUTIVE SUMMARY FORM**

| Contract Name: Regional Sanitary Sewer Evaluation and Assessn   | ment     | Contract No.:          | Mohave<br>KIMLEY- | Contract No. 17T-<br>0510     |
|---|----------|------------------------|-------------------|-------------------------------|
| Statement of Purpose and Need (3-5 Sentences) Gila County vassessment of regional sanitary sewer system in Globe-Miami. |          | utilize Kimley-Hor     | n to prov         | vide evaluation and           |
| Contract End Date: 02-18-19 to 02-17-2020   |          | Renewal O <sub>l</sub> | otion:            | ☐ Yes<br>☑ No                 |
| Maximum Dollar Limit: \$40,928.00   |          |                        |                   |                               |
| Contract Information  |          |                        |                   |                               |
| Firm Name: Kimley Horn  |          | Contact Person:        | Ray Mon           | toya                          |
| Address: 333 E. Wetmore Road  | F        | Phone No: 520          | -730-4558         | ,                             |
| City: Tucson State: AZ F  | ax:<br>  | E                      |                   | ay.montoya@kimley-<br>orn.com |
| Refunds, Rebates & Lottery/County Fund: Manager/Professional services Other   |          | Type of Funds:         |                   | Restricted<br>Grant           |
| Fund Code:1870.111.4210.99  |          |                        |                   | General Fund<br>Other         |
| Date Sent for Legal Review:   |          | Date Returned          | l <b>:</b>        |                               |
| Special Notes:  Does not require CA approval. Language has previously   | been app | roved by Bryan (       | Chamber           | s                             |

# CONTRACT AGREEMENT

| Contract Name:     | Regional Sanitary                        | Sewer Evaluation and | Assessment         | Contract No.:      |             | ave Contract No. 17T-<br>EY-0510                    |
|--------------------|--|----------------------|--------------------|--------------------|-------------|---|
| 1                  | pose and Need (3-5 sewer system in Globe |                      | y wishes to utiliz | e Kimley-Horn to p | rovide eval | luation and assessment of                           |
| Contract End Date  | 02-18-19 to                              | 02-17-2020           |                    | Renewa             | al Option:  | ☐ Yes<br>⊠ No                                       |
| Maximum Dollar     | Limit: \$40,928                          | .00                  |                    |                    |             |   |
| Contract Informati | <u>on</u>                                |                      |                    |                    |             |   |
| Firm Name:         | Kimley Horn                              | 2)                   |                    | Contact Person:    | Ray N       | Montoya   |
| Address: 33        | 3 E. Wetmore Road                        |                      |                    | Phone No:          | 520-730-45  | 558   |
| City: Tucson       | State                                    | : AZ                 | Fax:               |                    | Email:      | Ray.montoya@kimley-<br>horn.com                     |
| 11.                |  | - N                  |                    |                    |             | contract with Kim-Horn,<br>State of Arizona bidding |
|                    | T-KIMLEY-0510 fo                         |                      |                    |                    |             | l Services Cooperative,<br>r system approved this   |
| GILA COUNTY MA     | ANAGER<br>Annes/                         | Menlowe              |                    |                    |             |   |



February 7, 2019

James Menlove, CPA County Manager Gila County Board of Supervisors 1400 E. Ash Street Globe. Arizona 85501

Re: Regional Sanitary Sewer Evaluation and Assessment Gila County; Town of Miami and City of Globe Service Areas

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this proposal to Gila County (or "Client") to provide a technical evaluation of the existing regional sanitary sewer service area in the vicinity of the Town of Miami and City of Globe. The purpose of this project is to review the existing sanitary sewer collection and treatment system(s), analyze current and projected sewer use, and provide recommendations for future improvement across the entire service area. The project limits will include current service areas operated and maintained by the Town of Miami, City of Globe, and the Tri-cities Regional Sanitation District (TRSD). Our team's project understanding, scope of services, schedule and estimated fees are detailed below.

#### PROJECT UNDERSTANDING

In a continued effort to improve the overall efficiency of county-wide operations and utility service, Gila County has expressed interest in conducting a regional sanitary sewer assessment. The purpose of this evaluation is to review existing system operations and treatment capacities within the area currently serviced by the Town of Miami, City of Globe, and TRSD. In addition to current conditions, future sewer conveyance and treatment requirements will be evaluated based on service areas boundaries, future planning projections, and potential service area expansion.

Sewer service area improvements and recommendations will be provided based on review of existing available operations and maintenance data, treatment capacities, and pertinent performance information. A summary of major service area data will include:

- · Existing gravity and force main sewer collection systems
- Existing wastewater treatment capacities based on reported regulatory reporting and data
- Future planned conveyance improvements and treatment capacity expansion and/or addition of new facilities



#### SCOPE OF SERVICES

Based on the project understanding and discussion with Gila County, our effort will include the following tasks. *Terms and conditions will be in accordance with the Mohave Educational Cooperative contract award to Kimley-Horn, Contract number 17T-Kimley-0510 Kimley-Horn.* 

#### TASK 1 INFORMATION AND DATA COLLECTION

Task 1.1 - Project Kickoff Meetings. Upon receipt of Notice to Proceed, Kimley-Horn will conduct the Project Kickoff Meetings with each sanitary sewer provider to discuss overall projects scope, schedule, and provide formal data request. Kimley-Horn will provide the draft Agenda in advance for review. The purpose of this meeting will be to request site access and existing available system information, establish communication protocol for follow-on discussion, and to begin scheduling any onsite field activities required. In addition, specific site visit(s) and discussions with Operations and Engineering Staff will be requested.

Task 1.2 – Agency Coordination. Regulatory agency coordination to include Arizona Department of Environmental Quality (ADEQ) and Arizona Department of Water Resources (ADWR) will be conducted to obtain required permitting information and review of existing and future treated effluent disposal options, current and future Notice of Violations, and other related regulatory concerns. Regulatory meetings and discussions with State agencies will be conducted with Gila County representatives in attendance.

Task 1.3 – Collection System Data Gathering. Gravity and force main sewer systems within the three (3) service areas will be requested and reviewed. Base mapping, sanitary sewer maps, and available Master Plans and Hydraulic System Models will be used to establish existing conditions and service area boundaries. Maintenance and Operations records, planned maintenance and repair history, and future potential upgrades will be collected as part of this effort.

Task 1.4 – Wastewater Treatment Data Gathering. Treatment facility design and operations information will be collected from all three (3) service area providers. Regulatory reporting related to influent and effluent characteristics, quality, and average/peak flows will be used as part of the follow-on technical evaluation. An overview of the existing treatment mechanical and biological process for all three (3) service areas will be conducted, therefore associated site visit(s) and interview of maintenance and operations staff will be required. Additionally, information related to existing private onsite septic or cesspool treatment systems within all three (3) service areas will be collected as part of this effort.

TASK 1 Proposed Fee: \$20,917



#### TASK 2 TECHNICAL EVALUATION AND RECOMMENDATION

Task 2.1 – Sanitary Sewer Service Area Evaluation. Kimley-Horn will develop current service area exhibits based on the previous Data Collection effort and summarize the overall conveyance and treatment condition of the three (3) separate service areas. As part of this evaluation, recommendation for current and future improvement will be included based on regulatory and statewide guidelines for sanitary sewer design for pipeline capacities and flow requirements, lift station operations and maintenance, and treatment facility operations based on permitted effluent and discharge limits. Localized collection system expansion and upgrade will be discussed, as well as recommendations for optimizing existing treatment facilities and planned future treatment improvements within the three (3) service areas.

Task 2.2 – Technical Memorandum. A final technical memorandum will be provided to present findings and recommendations. The technical memorandum will include exhibits related to the existing and potential future service area(s), summary of collection system upgrades, and recommended treatment options. In addition, Kimley-Horn will present options related to the overall approach for wastewater collection and treatment to beneficially serve all three (3) areas in the future.

TASK 2 Proposed Fee: \$19,709

#### SERVICES NOT INCLUDED AND ASSUMPTIONS

Any other services, including but not limited to the following, are not included in this Agreement but can be added through a contract modification or on a cost-plus basis as outlined in Additional Services below. It is assumed that the County staff and/or Town of Miami, City of Globe, and RRSD staff/representatives will provide Kimley-Horn with existing utility information and other related data currently maintained by each agency or a designated operations group.

- Hydraulic Pipeline Modeling
- Treatment and Process Modeling
- Electrical Evaluation and Efficiency Testing
- Topographic Survey and Mapping
- Geotechnical Investigation
- Underground Utility Locating and Mapping Services
- Sewer Master Planning
- Design or Construction Phase Services



#### SCHEDULE

We will provide our services as expeditiously as practicable with the goal of developing an overall project schedule immediately following Notice to Proceed (NTP) from Gila County. Major tasks and milestones are listed below for reference, and draft and final schedules, to include anticipated deliverables will be provided.

### Task 1 - Information and Data Collection

| Task 1.1 Project Kick-off Meetings           | 1-2 days  |
|--|-----------|
| Task 1.2 Agency Coordination                 | 1-2 days  |
| Task 1.3 Collection System Data Gathering    | 4-6 weeks |
| Task 1.4 Wastewater Treatment Data Gathering | 4-6 weeks |

## Estimated Total Schedule Task 1: 4-6 weeks from NTP

## Task 2 - Technical Evaluation and Recommendation

Task 2.1 Sanitary Sewer Service Area Evaluation 4-6 weeks
Task 2.2 Technical Memorandum 2 weeks

Estimated Total Schedule Task 2: 10-12 weeks from NTP

## **BUDGET SUMMARY**

| Total Proposed Contract:                         | \$40,928 |
|--|----------|
| Estimated Expenses                               | \$302    |
| Task 2 – Technical Evaluation and Recommendation | \$19,709 |
| Task 1 – Information and Data Collection         | \$20,917 |



## **CLOSURE**

We appreciate the opportunity to provide these services to you and begin to move forward with this very important project. Please contact our office if you have any questions and thank you once again.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Ray Montoya, PE

Senior Project Manager

Attachment 1: Kimley-Horn and Associates Standard Provisions

Exhibit 1: Cost Proposal Summary

**Exhibit 2:** Derivation of Person-Hours

Exhibit 3: Estimated Direct Expenses

Exhibit 4: Approved Billing Rates – Mohave Educational Cooperative Contract



#### KIMLEY-HORN AND ASSOCIATES, INC.

#### STANDARD PROVISIONS

- (1) Consultant's Scope of Services and Additional Services. The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.10 times cost.
- (2) Client's Responsibilities. In addition to other responsibilities described herein or imposed by law, the Client shall:
- a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.
- (3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.
- (4) Method of Payment. Compensation shall be paid to the Consultant in accordance with the following provisions: (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due



and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

- (5) Use of Documents. All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.
- (6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- (7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.
- (8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.
- (9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein



or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

- (10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.
- (11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- (12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- (13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- (14) Hazardous Substances and Conditions. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

#### (15) Construction Phase Services.

- (a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
- (b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- (c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability



insurance policy.

- (16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- (17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- (18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State in which the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

# Exhibit 1 - Cost Proposal Summary Gila County Regional Sanitary Sewer Service Asssessment February 7, 2019

(Costs Rounded to the Nearest \$1.00)

|   | Estimated               | Hourly Rate*            |                | Labor         |
|---|-------------------------|-------------------------|----------------|---------------|
| Classification  | Man-Hours               |                         |                | Costs         |
| Sr. Principal Engineer  | 0                       | \$0.00                  | \$             | •             |
| Principal Engineer  | 8                       | \$150.07                | \$<br>\$<br>\$ | 1,201         |
| Sr. Project Manager   | 0                       | \$0.00                  | \$             |               |
| Project Manager   | 56                      | \$150.07                | \$             | 8,404         |
| Designer II   | 272                     | \$105.33                | \$             | 28,650        |
| Clerical Support  | 32                      | \$74.09                 | \$             | 2,371         |
| Total Man-Hours   | 368                     | Total Labor Costs       | \$             | 40,626        |
| [* Includes overhead at 191.53% of lal  | bor and profit at 10% o | of labor and overhead.] |                |               |
| ESTIMATED DIRECT EXPENSES (See Exhibit 3)   |                         |                         |                |               |
| Item  |                         |                         |                | Cost          |
| Mileage   |                         |                         | \$             | 302           |
| Reproductions   |                         |                         | \$             | C             |
| Total Direct Expenses   |                         |                         | \$             | 302           |
| ESTIMATED OUTSIDE SERVICES  | S AND CONSULTAN         | NTS                     | _              |               |
| LOTHINATED OUTSIDE SERVICES   |                         |                         |                |               |
|   |                         |                         |                |               |
|   |                         |                         | \$             | C             |
| Total Estimated Outside Service   |                         |                         | -              |               |
| Total Estimated Outside Service  Direct Labor   |                         |                         | \$             | 40,626<br>302 |
| Total Estimated Outside Services  Direct Labor Total Direct Expenses Total Estimated Outside Services |                         |                         | -              | 40,626        |

#### Exhibit 2 - Derivation of Person-Hours Gila County Regional Sanitary Sewer Service Asssessment February 7, 209 CLASSIFICATION

| Task        | Description                            | Sr. Principal<br>Engineer | Principal<br>Engineer | Sr. Project<br>Manager | Project<br>Manager | Designer II | Admin<br>Support    | Total |             |
|-------------|--|---------------------------|-----------------------|------------------------|--------------------|-------------|---------------------|-------|-------------|
| ask 1 - INF | ORMATION AND DATA COLLECTION           |                           |                       |                        |                    |             |                     |       |             |
| Task 1.1    | Project Kickoff Meeting                |                           | 2                     |                        |                    | 8           | 4                   | 14    | \$1,439.14  |
| Task 1.2    | Agency Coordination                    |                           | 2                     |                        |                    | 8           | 4                   | 14    | \$1,439.14  |
| Task 1.3    | Collection System Data Gathering       |                           |                       |                        |                    | 80          | 8                   | 88    | \$9,019.12  |
| Task 1.4    | Wastewater Treatment Data Gathering    |                           |                       |                        |                    | 80          | 8                   | 88    | \$9,019.12  |
|             |  |                           |                       |                        |                    |             |                     | 0     | \$0.00      |
|             | Task 1 Total                           | 0                         | 4                     | 0                      | 0                  | 176         | 24                  | 204   | \$20,916,52 |
| Task 2 - TE | CHNICAL EVALUATION AND RECOMMENDATION  |                           |                       |                        |                    |             |                     |       |             |
| Task 2.1    | Sanitary Sewer Service Area Evaluation |                           | 2                     |                        | 40                 | 80          | 4                   | 126   | \$15,025.70 |
| Task 2.2    | Technical Memorandum                   |                           | 2                     |                        | 16                 | 16          | 4                   | 38    | \$4,682.90  |
|             | Task 2 Total                           | 0                         | 4                     | 0                      | 56                 | 96          | 8                   | 164   | \$19,708.60 |
|             | Total                                  | 0                         | 8                     | 0                      | 56                 | 272         | 32                  | 0     | \$40,625,12 |
|             | Classification                         | Sr. Principal<br>Engineer | Principal<br>Engineer | Sr. Project<br>Manager | Project<br>Manager | Designer II | Clerical<br>Support |       |             |
|             |  |                           |                       |                        |                    |             |                     |       |             |

# Exhibit 3 - Estimated Direct Expenses Gila County Regional Sanitary Sewer Service Asssessment February 7, 2019

(Costs Rounded to the Nearest \$1.00)

| <u>Location</u><br>Meetings    | No. of Trips<br>4 | <u>Miles</u><br>110 |          | <u>l Miles</u><br> 40 |
|--------------------------------|-------------------|---------------------|----------|-----------------------|
| Site Visit                     | 4.                | 20                  | •        | 80                    |
| Total Estimated Miles          |                   |                     | 5        | 20                    |
| Total Cost at \$ 0.58 per mile |                   |                     | \$       | 302                   |
| REPRODUCTIONS                  |                   |                     |          |                       |
| Түре                           | Amount            | Unit Cost           | Tota     | l Cost                |
| Plotting and sheet preparation |                   | \$ 10.00            | \$       | 0                     |
| Photocopy (8 1/2" x 11")       |                   | \$ 0.05             | \$<br>\$ | 0                     |
| Photocopy (11" x 17")          |                   | \$ 0.15             | \$       | 0                     |
| Displays (24" x 36")           |                   | \$ 80.00            | \$       | 0                     |
| Mylars                         |                   | \$ 14.00            | \$       | 0                     |
| Total Estimated Reproductions  |                   |                     | \$       | 0                     |

# EXHIBIT 4 - APPROVED BILLING RATES - MOHAVE EDUCATIONAL COOPERATIVE CONTRACT

## 17T-KIMLEY-0510

Approved/Effective Date: 5/10/18

Approved By: Nancy Colbaugh

Mohave Price: The Mohave price is fixed pricing for hourly staff rates.

Engineering Services and Regions Awarded:

•Civil Engineering for Regions 1-7

•Electrical Engineering for Regions 1-7

• Also including structural, utilities, water, wastewater, cost engineering, water resources, hydraulics, computer programming, environmental planning, transportation, and landscape architectural services.

RFO's Designated Regions Key:

Region 1 (Mohave County)

Region 2 (Coconino County)

Region 3 (Yavapai County)

Region 4 (Navajo and Apache County)

Region 5 (Maricopa, Pinal and Gila Counties)

Region 6 (La Paz and Yuma Counties)

Region 7 (Pima, Santa Cruz, Cochise, Graham and Greenlee Counties)

## Other Information:

•Initial Pricing

## **ENGINEERING SERVICES FEES FOR BASIC SERVICES FOR RFQ 17T-0112**

The fee for an individual project shall be determined by hourly rates.

## **Cost Plus A Percentage of Cost**

Cost plus a percentage of cost pricing is not acceptable as per Arizona procurement rules and code. Reimbursable expenses at cost plus will not be allowed. Reimbursable expenses will be billed as pass through items, e.g. permits.

## **Project Types:**

Group A - Higher than Average Complexity Projects

Group B - Average Complexity Projects

Group C – Less than Average Complexity Projects

# **Civil Engineering**

# **Senior Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            |                            |                            |                            |
| \$10,000 to \$24,999.99                      |                            |                            |                            |
| \$25,000 to \$49,999.99                      |                            |                            |                            |
| \$50,000 to \$99,999.99                      |                            |                            |                            |
| \$100,000 to \$249,999.99                    |                            |                            |                            |
| \$250,000 to \$499,999.99                    |                            |                            |                            |
| \$500,000 and above                          |                            |                            |                            |

## **Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | 150.07                     | 150.07                     | 150.07                     |
| \$10,000 to \$24,999.99                      | 150.07                     | 150.07                     | 150.07                     |
| \$25,000 to \$49,999.99                      | 150.07                     | 150.07                     | 150.07                     |
| \$50,000 to \$99,999.99                      | 150.07                     | 150.07                     | 150.07                     |
| \$100,000 to \$249,999.99                    | 150.07                     | 150.07                     | 150.07                     |
| \$250,000 to \$499,999.99                    | 150.07                     | 150.07                     | 150.07                     |
| \$500,000 and above                          | 150.07                     | 150.07                     | 150.07                     |

## **Senior Project Manager**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            |                            |                            |                            |
| \$10,000 to \$24,999.99                      |                            |                            |                            |
| \$25,000 to \$49,999.99                      |                            |                            |                            |
| \$50,000 to \$99,999.99                      |                            |                            |                            |
| \$100,000 to \$249,999.99                    |                            |                            |                            |
| \$250,000 to \$499,999.99                    |                            | _                          |                            |
| \$500,000 and above                          |                            |                            |                            |

## **Project Manager**

| Project Cost                    | Hourly Rate for | Hourly Rate for | Hourly Rate for |
|---------------------------------|-----------------|-----------------|-----------------|
| (for engineering services only) | Group A         | Group B         | Group C         |
| \$0 to \$9,999.99               | \$150.07        | \$150.07        |                 |

| \$10,000 to \$24,999.99   | \$150.07 | \$150.07 | \$150.07 |
|---------------------------|----------|----------|----------|
| \$25,000 to \$49,999.99   | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99   | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above       | \$150.07 | \$150.07 | \$150.07 |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$120.23                   | \$120.23                   | \$120.23                   |
| \$10,000 to \$24,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$25,000 to \$49,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$50,000 to \$99,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$100,000 to \$249,999.99                    | \$120.23                   | \$120.23                   | \$120.23                   |
| \$250,000 to \$499,999.99                    | \$120.23                   | \$120.23                   | \$120.23                   |
| \$500,000 and above                          | \$120.23                   | \$120.23                   | \$120.23                   |

#### Designer II

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$105.33                   | \$105.33                   | \$105.33                   |
| \$10,000 to \$24,999.99                         | \$105.33                   | \$105.33                   | \$105.33                   |
| \$25,000 to \$49,999.99                         | \$105.33                   | \$105.33                   | \$105.33                   |
| \$50,000 to \$99,999.99                         | \$105.33                   | \$105.33                   | \$105.33                   |
| \$100,000 to \$249,999.99                       | \$105.33                   | \$105.33                   | \$105.33                   |
| \$250,000 to \$499,999.99                       | \$105.33                   | \$105.33                   | \$105.33                   |
| \$500,000 and above                             | \$105.33                   | \$105.33                   | \$105.33                   |

#### Designer I

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$97.17                    | \$97.17                    | \$97.17                    |
| \$10,000 to \$24,999.99                         | \$97.17                    | \$97.17                    | \$97.17                    |
| \$25,000 to \$49,999.99                         | \$97.17                    | \$97.17                    | \$97.17                    |
| \$50,000 to \$99,999.99                         | \$97.17                    | \$97.17                    | \$97.17                    |
| \$100,000 to \$249,999.99                       | \$97.17                    | \$97.17                    | \$97.17                    |
| \$250,000 to \$499,999.99                       | \$97.17                    | \$97.17                    | \$97.17                    |
| \$500,000 and above                             | \$97.17                    | \$97.17                    | \$97.17                    |

| Project Cost                    | Hourly Rate for | Hourly Rate for | Hourly Rate for |
|---------------------------------|-----------------|-----------------|-----------------|
| (for engineering services only) | Group A         | Group B         | Group C         |
| \$0 to \$9,999.99               | \$90.05         | \$90.05         | \$90.05         |
| \$10,000 to \$24,999.99         | \$90.05         | \$90.05         | \$90.05         |
| \$25,000 to \$49,999.99         | \$90.05         | \$90.05         | \$90.05         |
| \$50,000 to \$99,999.99         | \$90.05         | \$90.05         | \$90.05         |
| \$100,000 to \$249,999.99       | \$90.05         | \$90.05         | \$90.05         |
| \$250,000 to \$499,999.99       | \$90.05         | \$90.05         | \$90.05         |
| \$500,000 and above             | \$90.05         | \$90.05         | \$90.05         |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$125.65                   | \$125.65                   | \$125.65                   |
| \$10,000 to \$24,999.99                      | \$125.65                   | \$125.65                   | \$125.65                   |
| \$25,000 to \$49,999.99                      | \$125.65                   | \$125.65                   | \$125.65                   |
| \$50,000 to \$99,999.99                      | \$125.65                   | \$125.65                   | \$125.65                   |
| \$100,000 to \$249,999.99                    | \$125.65                   | \$125.65                   | \$125.65                   |
| \$250,000 to \$499,999.99                    | \$125.65                   | \$125.65                   | \$125.65                   |
| \$500,000 and above                          | \$125.65                   | \$125.65                   | \$125.65                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$74.09                    | \$74.09                    | \$74.09                    |
| \$10,000 to \$24,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$25,000 to \$49,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$50,000 to \$99,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$100,000 to \$249,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$250,000 to \$499,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$500,000 and above                          | \$74.09                    | \$74.09                    | \$74.09                    |

| Indicate service NOT included in the above fee schedule and any additional fees that may apply. |  |  |  |
|---|--|--|--|
|   |  |  |  |
|   |  |  |  |
|   |  |  |  |
|   |  |  |  |
|   |  |  |  |
|   |  |  |  |

#### **Electrical Engineering**

#### **Senior Principal Engineer**

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               |                            |                            | -                          |
| \$10,000 to \$24,999.99                         |                            |                            |                            |
| \$25,000 to \$49,999.99                         |                            |                            |                            |
| \$50,000 to \$99,999.99                         |                            |                            |                            |
| \$100,000 to \$249,999.99                       |                            |                            |                            |
| \$250,000 to \$499,999.99                       |                            |                            |                            |
| \$500,000 and above                             |                            |                            |                            |

#### **Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                          | \$150.07                   | \$150.07                   | \$150.07                   |

#### **Senior Project Manager**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            |                            |                            |                            |
| \$10,000 to \$24,999.99                      |                            |                            |                            |
| \$25,000 to \$49,999.99                      |                            |                            |                            |
| \$50,000 to \$99,999.99                      |                            |                            |                            |
| \$100,000 to \$249,999.99                    |                            |                            |                            |
| \$250,000 to \$499,999.99                    |                            |                            |                            |
| \$500,000 and above                          |                            |                            |                            |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                          | \$150.07                   | \$150.07                   | \$150.07                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$120.23                   | \$120.23                   | \$120.23                   |
| \$10,000 to \$24,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$25,000 to \$49,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$50,000 to \$99,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$100,000 to \$249,999.99                    | \$120.23                   | \$120.23                   | \$120.23                   |
| \$250,000 to \$499,999.99                    | \$120.23                   | \$120.23                   | \$120.23                   |
| \$500,000 and above                          | \$120.23                   | \$120.23                   | \$120.23                   |

#### Designer II

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$105.33                   | \$105.33                   | \$105.33                   |
| \$10,000 to \$24,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$25,000 to \$49,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$50,000 to \$99,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$100,000 to \$249,999.99                    | \$105.33                   | \$105.33                   | \$105.33                   |
| \$250,000 to \$499,999.99                    | \$105.33                   | \$105.33                   | \$105.33                   |
| \$500,000 and above                          | \$105.33                   | \$105.33                   | \$105.33                   |

#### Designer I

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$97.17                    | \$97.17                    | \$97.17                    |
| \$10,000 to \$24,999.99                         | \$97.17                    | \$97.17                    | \$97.17                    |
| \$25,000 to \$49,999.99                         | \$97.17                    | \$97.17                    | \$97.17                    |
| \$50,000 to \$99,999.99                         | \$97.17                    | \$97.17                    | \$97.17                    |
| \$100,000 to \$249,999.99                       | \$97.17                    | \$97.17                    | \$97.17                    |
| \$250,000 to \$499,999.99                       | \$97.17                    | \$97.17                    | \$97.17                    |
| \$500,000 and above                             | \$97.17                    | \$97.17                    | \$97.17                    |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$90.05                    | \$90.05                    | \$90.05                    |
| \$10,000 to \$24,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$25,000 to \$49,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$50,000 to \$99,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$100,000 to \$249,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$250,000 to \$499,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$500,000 and above                             | \$90.05                    | \$90.05                    | \$90.05                    |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$125.65                   | \$125.65                   | \$125.65                   |
| \$10,000 to \$24,999.99                      | \$125.65                   | \$125.65                   | \$125.65                   |
| \$25,000 to \$49,999.99                      | \$125.65                   | \$125.65                   | \$125.65                   |
| \$50,000 to \$99,999.99                      | \$125.65                   | \$125.65                   | \$125.65                   |
| \$100,000 to \$249,999.99                    | \$125.65                   | \$125.65                   | \$125.65                   |
| \$250,000 to \$499,999.99                    | \$125.65                   | \$125.65                   | \$125.65                   |
| \$500,000 and above                          | \$125.65                   | \$125.65                   | \$125.65                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$74.09                    | \$74.09                    | \$74.09                    |
| \$10,000 to \$24,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$25,000 to \$49,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$50,000 to \$99,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$100,000 to \$249,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$250,000 to \$499,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$500,000 and above                          | \$74.09                    | \$74.09                    | \$74.09                    |

| indicate service NOT included in the above fee schedule and any additional fees that may apply. |  |  |  |  |
|---|--|--|--|--|
|   |  |  |  |  |
|   |  |  |  |  |
|   |  |  |  |  |
|   |  |  |  |  |

#### Structural Engineering

#### **Senior Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            |                            |                            |                            |
| \$10,000 to \$24,999.99                      |                            |                            |                            |
| \$25,000 to \$49,999.99                      |                            |                            |                            |
| \$50,000 to \$99,999.99                      |                            |                            |                            |
| \$100,000 to \$249,999.99                    |                            |                            |                            |
| \$250,000 to \$499,999.99                    |                            |                            |                            |
| \$500,000 and above                          |                            |                            |                            |

#### **Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            |                            |                            | <u> </u>                   |
| \$10,000 to \$24,999.99                      |                            |                            |                            |
| \$25,000 to \$49,999.99                      |                            |                            |                            |
| \$50,000 to \$99,999.99                      |                            |                            |                            |
| \$100,000 to \$249,999.99                    |                            |                            |                            |
| \$250,000 to \$499,999.99                    |                            |                            |                            |
| \$500,000 and above                          |                            |                            |                            |

#### **Senior Project Manager**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                          | \$150.07                   | \$150.07                   | \$150.07                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                          | \$150.07                   | \$150.07                   | \$150.07                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$120.23                   | \$120.23                   | \$120.23                   |
| \$10,000 to \$24,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$25,000 to \$49,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$50,000 to \$99,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$100,000 to \$249,999.99                    | \$120.23                   | \$120.23                   | \$120.23                   |
| \$250,000 to \$499,999.99                    | \$120.23                   | \$120.23                   | \$120.23                   |
| \$500,000 and above                          | \$120.23                   | \$120.23                   | \$120.23                   |

#### Designer II

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$105.33                   | \$105.33                   | \$105.33                   |
| \$10,000 to \$24,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$25,000 to \$49,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$50,000 to \$99,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$100,000 to \$249,999.99                    | \$105.33                   | \$105.33                   | \$105.33                   |
| \$250,000 to \$499,999.99                    | \$105.33                   | \$105.33                   | \$105.33                   |
| \$500,000 and above                          | \$105.33                   | \$105.33                   | \$105.33                   |

#### Designer I

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$97.17                    | \$97.17                    | \$97.17                    |
| \$10,000 to \$24,999.99                         | \$97.17                    | \$97.17                    | \$97.17                    |
| \$25,000 to \$49,999.99                         | \$97.17                    | \$97.17                    | \$97.17                    |
| \$50,000 to \$99,999.99                         | \$97.17                    | \$97.17                    | \$97.17                    |
| \$100,000 to \$249,999.99                       | \$97.17                    | \$97.17                    | \$97.17                    |
| \$250,000 to \$499,999.99                       | \$97.17                    | \$97.17                    | \$97.17                    |
| \$500,000 and above                             | \$97.17                    | \$97.17                    | \$97.17                    |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$90.05                    | \$90.05                    | \$90.05                    |
| \$10,000 to \$24,999.99                      | \$90.05                    | \$90.05                    | \$90.05                    |
| \$25,000 to \$49,999.99                      | \$90.05                    | \$90.05                    | \$90.05                    |
| \$50,000 to \$99,999.99                      | \$90.05                    | \$90.05                    | \$90.05                    |
| \$100,000 to \$249,999.99                    | \$90.05                    | \$90.05                    | \$90.05                    |
| \$250,000 to \$499,999.99                    | \$90.05                    | \$90.05                    | \$90.05                    |
| \$500,000 and above                          | \$90.05                    | \$90.05                    | \$90.05                    |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$125.65                   | \$125.65                   | \$125.65                   |
| \$10,000 to \$24,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$25,000 to \$49,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$50,000 to \$99,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$100,000 to \$249,999.99                       | \$125.65                   | \$125.65                   | \$125.65                   |
| \$250,000 to \$499,999.99                       | \$125.65                   | \$125.65                   | \$125.65                   |
| \$500,000 and above                             | \$125.65                   | \$125.65                   | \$125.65                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$74.09                    | \$74.09                    | \$74.09                    |
| \$10,000 to \$24,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$25,000 to \$49,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$50,000 to \$99,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$100,000 to \$249,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$250,000 to \$499,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$500,000 and above                          | \$74.09                    | \$74.09                    | \$74.09                    |

| ndicate service NOT included in the above fee schedule and any additional fees that may apply. |  |  |  |  |
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| Other Engineering (Specify)_ | Utilities/Water | /Wastewater |  |
|------------------------------|-----------------|-------------|--|
|                              |                 |             |  |

#### **Senior Principal Engineer**

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               |                            |                            |                            |
| \$10,000 to \$24,999.99                         |                            |                            |                            |
| \$25,000 to \$49,999.99                         |                            |                            |                            |
| \$50,000 to \$99,999.99                         |                            |                            |                            |
| \$100,000 to \$249,999.99                       |                            |                            |                            |
| \$250,000 to \$499,999.99                       |                            |                            |                            |
| \$500,000 and above                             |                            |                            |                            |

#### **Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                          | \$150.07                   | \$150.07                   | \$150.07                   |

#### **Senior Project Manager**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            |                            |                            |                            |
| \$10,000 to \$24,999.99                      |                            |                            |                            |
| \$25,000 to \$49,999.99                      |                            |                            |                            |
| \$50,000 to \$99,999.99                      |                            |                            |                            |
| \$100,000 to \$249,999.99                    |                            |                            |                            |
| \$250,000 to \$499,999.99                    |                            |                            |                            |
| \$500,000 and above                          |                            |                            |                            |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                          | \$150.07                   | \$150.07                   | \$150.07                   |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$120.23                   | \$120.23                   | \$120.23                   |
| \$10,000 to \$24,999.99                         | \$120.23                   | \$120.23                   | \$120.23                   |
| \$25,000 to \$49,999.99                         | \$120.23                   | \$120.23                   | \$120.23                   |
| \$50,000 to \$99,999.99                         | \$120.23                   | \$120.23                   | \$120.23                   |
| \$100,000 to \$249,999.99                       | \$120.23                   | \$120.23                   | \$120.23                   |
| \$250,000 to \$499,999.99                       | \$120.23                   | \$120.23                   | \$120.23                   |
| \$500,000 and above                             | \$120.23                   | \$120.23                   | \$120.23                   |

#### Designer II

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$105.33                   | \$105.33                   | \$105.33                   |
| \$10,000 to \$24,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$25,000 to \$49,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$50,000 to \$99,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$100,000 to \$249,999.99                    | \$105.33                   | \$105.33                   | \$105.33                   |
| \$250,000 to \$499,999.99                    | \$105.33                   | \$105.33                   | \$105.33                   |
| \$500,000 and above                          | \$105.33                   | \$105.33                   | \$105.33                   |

#### Designer I

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$97.17                    | \$97.17                    | \$97.17                    |
| \$10,000 to \$24,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$25,000 to \$49,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$50,000 to \$99,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$100,000 to \$249,999.99                    | \$97.17                    | \$97.17                    | \$97.17                    |
| \$250,000 to \$499,999.99                    | \$97.17                    | \$97.17                    | \$97.17                    |
| \$500,000 and above                          | \$97.17                    | \$97.17                    | \$97.17                    |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$90.05                    | \$90.05                    | \$90.05                    |
| \$10,000 to \$24,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$25,000 to \$49,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$50,000 to \$99,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$100,000 to \$249,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$250,000 to \$499,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$500,000 and above                             | \$90.05                    | \$90.05                    | \$90.05                    |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$125.65                   | \$125.65                   | \$125.65                   |
| \$10,000 to \$24,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$25,000 to \$49,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$50,000 to \$99,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$100,000 to \$249,999.99                       | \$125.65                   | \$125.65                   | \$125.65                   |
| \$250,000 to \$499,999.99                       | \$125.65                   | \$125.65                   | \$125.65                   |
| \$500,000 and above                             | \$125.65                   | \$125.65                   | \$125.65                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$74.09                    | \$74.09                    | \$74.09                    |
| \$10,000 to \$24,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$25,000 to \$49,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$50,000 to \$99,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$100,000 to \$249,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$250,000 to \$499,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$500,000 and above                          | \$74.09                    | \$74.09                    | \$74.09                    |

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| Other Engineering (Sp | ecify)Cost Engineeri | ng |
|-----------------------|----------------------|----|
|-----------------------|----------------------|----|

#### **Senior Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            |                            |                            |                            |
| \$10,000 to \$24,999.99                      |                            |                            |                            |
| \$25,000 to \$49,999.99                      |                            |                            |                            |
| \$50,000 to \$99,999.99                      |                            |                            |                            |
| \$100,000 to \$249,999.99                    |                            |                            |                            |
| \$250,000 to \$499,999.99                    |                            |                            |                            |
| \$500,000 and above                          |                            |                            |                            |

#### **Principal Engineer**

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                       | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                       | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                             | \$150.07                   | \$150.07                   | \$150.07                   |

#### **Senior Project Manager**

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               |                            |                            |                            |
| \$10,000 to \$24,999.99                         |                            |                            |                            |
| \$25,000 to \$49,999.99                         |                            |                            |                            |
| \$50,000 to \$99,999.99                         |                            |                            | -                          |
| \$100,000 to \$249,999.99                       |                            |                            |                            |
| \$250,000 to \$499,999.99                       |                            |                            |                            |
| \$500,000 and above                             |                            |                            |                            |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                          | \$150.07                   | \$150.07                   | \$150.07                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$120.23                   | \$120.23                   | \$120.23                   |
| \$10,000 to \$24,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$25,000 to \$49,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$50,000 to \$99,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$100,000 to \$249,999.99                    | \$120.23                   | \$120.23                   | \$120.23                   |
| \$250,000 to \$499,999.99                    | \$120.23                   | \$120.23                   | \$120.23                   |
| \$500,000 and above                          | \$120.23                   | \$120.23                   | \$120.23                   |

#### Designer II

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$105.33                   | \$105.33                   | \$105.33                   |
| \$10,000 to \$24,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$25,000 to \$49,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$50,000 to \$99,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$100,000 to \$249,999.99                    | \$105.33                   | \$105.33                   | \$105.33                   |
| \$250,000 to \$499,999.99                    | \$105.33                   | \$105.33                   | \$105.33                   |
| \$500,000 and above                          | \$105.33                   | \$105.33                   | \$105.33                   |

#### Designer I

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$97.17                    | \$97.17                    | \$97.17                    |
| \$10,000 to \$24,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$25,000 to \$49,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$50,000 to \$99,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$100,000 to \$249,999.99                    | \$97.17                    | \$97.17                    | \$97.17                    |
| \$250,000 to \$499,999.99                    | \$97.17                    | \$97.17                    | \$97.17                    |
| \$500,000 and above                          | \$97.17                    | \$97.17                    | \$97.17                    |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$90.05                    | \$90.05                    | \$90.05                    |
| \$10,000 to \$24,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$25,000 to \$49,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$50,000 to \$99,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$100,000 to \$249,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$250,000 to \$499,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$500,000 and above                             | \$90.05                    | \$90.05                    | \$90.05                    |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$125.65                   | \$125.65                   | \$125.65                   |
| \$10,000 to \$24,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$25,000 to \$49,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$50,000 to \$99,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$100,000 to \$249,999.99                       | \$125.65                   | \$125.65                   | \$125.65                   |
| \$250,000 to \$499,999.99                       | \$125.65                   | \$125.65                   | \$125.65                   |
| \$500,000 and above                             | \$125.65                   | \$125.65                   | \$125.65                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$74.09                    | \$74.09                    | \$74.09                    |
| \$10,000 to \$24,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$25,000 to \$49,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$50,000 to \$99,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$100,000 to \$249,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$250,000 to \$499,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$500,000 and above                          | \$74.09                    | \$74.09                    | \$74.09                    |

| Indicate service NOT included in the above fee schedule and any additional fees that may apply. |             |  |  |  |             |  |
|---|-------------|--|--|--|-------------|--|
|   |             |  |  |  |             |  |
|   |             |  |  |  |             |  |
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|   |             |  |  |  | _           |  |
|   |             |  |  |  |             |  |
|   | <del></del> |  |  |  | <del></del> |  |

| Other Engineering (Specify)Water Resources/Hydraulics | Other Engineering ( | (Specify) | Water Resources/H | Hydraulics |  |
|---|---------------------|-----------|-------------------|------------|--|
|---|---------------------|-----------|-------------------|------------|--|

#### **Senior Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            |                            |                            |                            |
| \$10,000 to \$24,999.99                      |                            |                            |                            |
| \$25,000 to \$49,999.99                      |                            |                            |                            |
| \$50,000 to \$99,999.99                      |                            |                            |                            |
| \$100,000 to \$249,999.99                    |                            |                            |                            |
| \$250,000 to \$499,999.99                    |                            | -                          |                            |
| \$500,000 and above                          |                            |                            |                            |

#### **Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                          | \$150.07                   | \$150.07                   | \$150.07                   |

#### **Senior Project Manager**

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               |                            |                            |                            |
| \$10,000 to \$24,999.99                         |                            |                            |                            |
| \$25,000 to \$49,999.99                         |                            |                            |                            |
| \$50,000 to \$99,999.99                         |                            |                            |                            |
| \$100,000 to \$249,999.99                       |                            |                            |                            |
| \$250,000 to \$499,999.99                       |                            | _                          |                            |
| \$500,000 and above                             |                            |                            |                            |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                       | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                       | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                             | \$150.07                   | \$150.07                   | \$150.07                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$120.23                   | \$120.23                   | \$120.23                   |
| \$10,000 to \$24,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$25,000 to \$49,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$50,000 to \$99,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$100,000 to \$249,999.99                    | \$120.23                   | \$120.23                   | \$120.23                   |
| \$250,000 to \$499,999.99                    | \$120.23                   | \$120.23                   | \$120.23                   |
| \$500,000 and above                          | \$120.23                   | \$120.23                   | \$120.23                   |

#### Designer II

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$105.33                   | \$105.33                   | \$105.33                   |
| \$10,000 to \$24,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$25,000 to \$49,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$50,000 to \$99,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$100,000 to \$249,999.99                    | \$105.33                   | \$105.33                   | \$105.33                   |
| \$250,000 to \$499,999.99                    | \$105.33                   | \$105.33                   | \$105.33                   |
| \$500,000 and above                          | \$105.33                   | \$105.33                   | \$105.33                   |

#### Designer I

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$97.17                    | \$97.17                    | \$97.17                    |
| \$10,000 to \$24,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$25,000 to \$49,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$50,000 to \$99,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$100,000 to \$249,999.99                    | \$97.17                    | \$97.17                    | \$97.17                    |
| \$250,000 to \$499,999.99                    | \$97.17                    | \$97.17                    | \$97.17                    |
| \$500,000 and above                          | \$97.17                    | \$97.17                    | \$97.17                    |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$90.05                    | \$90.05                    | \$90.05                    |
| \$10,000 to \$24,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$25,000 to \$49,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$50,000 to \$99,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$100,000 to \$249,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$250,000 to \$499,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$500,000 and above                             | \$90.05                    | \$90.05                    | \$90.05                    |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$125.65                   | <b>\$125.65</b>            | \$125.65                   |
| \$10,000 to \$24,999.99                      | \$125.65                   | \$125.65                   | \$125.65                   |
| \$25,000 to \$49,999.99                      | \$125.65                   | \$125.65                   | \$125.65                   |
| \$50,000 to \$99,999.99                      | \$125.65                   | \$125.65                   | \$125.65                   |
| \$100,000 to \$249,999.99                    | \$125.65                   | \$125.65                   | \$125.65                   |
| \$250,000 to \$499,999.99                    | \$125.65                   | \$125.65                   | \$125.65                   |
| \$500,000 and above                          | \$125.65                   | \$125.65                   | \$125.65                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$74.09                    | \$74.09                    | \$74.09                    |
| \$10,000 to \$24,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$25,000 to \$49,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$50,000 to \$99,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$100,000 to \$249,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$250,000 to \$499,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$500,000 and above                          | \$74.09                    | \$74.09                    | \$74.09                    |

| Indicate service NOT included in the above fee schedule and any additional fees that may apply. |  |  |  |
|---|--|--|--|
|   |  |  |  |
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|   |  |  |  |

| Other Engineering (Specify) | Computer Programming |  |
|-----------------------------|----------------------|--|
|                             |                      |  |

#### **Senior Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            |                            |                            |                            |
| \$10,000 to \$24,999.99                      |                            |                            |                            |
| \$25,000 to \$49,999.99                      |                            |                            |                            |
| \$50,000 to \$99,999.99                      |                            |                            |                            |
| \$100,000 to \$249,999.99                    |                            |                            |                            |
| \$250,000 to \$499,999.99                    |                            |                            |                            |
| \$500,000 and above                          |                            |                            |                            |

#### **Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                          | \$150.07                   | \$150.07                   | \$150.07                   |

#### **Senior Project Manager**

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               |                            |                            |                            |
| \$10,000 to \$24,999.99                         |                            |                            |                            |
| \$25,000 to \$49,999.99                         |                            |                            |                            |
| \$50,000 to \$99,999.99                         |                            |                            |                            |
| \$100,000 to \$249,999.99                       |                            |                            |                            |
| \$250,000 to \$499,999.99                       |                            |                            |                            |
| \$500,000 and above                             |                            |                            |                            |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                       | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                       | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                             | \$150.07                   | \$150.07                   | \$150.07                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$120.23                   | \$120.23                   | \$120.23                   |
| \$10,000 to \$24,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$25,000 to \$49,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$50,000 to \$99,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$100,000 to \$249,999.99                    | \$120.23                   | \$120.23                   | \$120.23                   |
| \$250,000 to \$499,999.99                    | \$120.23                   | \$120.23                   | \$120.23                   |
| \$500,000 and above                          | \$120.23                   | \$120.23                   | \$120.23                   |

#### Designer II

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | <b>\$105.33</b>            | \$105.33                   | \$105.33                   |
| \$10,000 to \$24,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$25,000 to \$49,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$50,000 to \$99,999.99                      | <b>\$105.33</b>            | \$105.33                   | \$105.33                   |
| \$100,000 to \$249,999.99                    | \$105.33                   | \$105.33                   | \$105.33                   |
| \$250,000 to \$499,999.99                    | \$105.33                   | \$105.33                   | \$105.33                   |
| \$500,000 and above                          | <b>\$105.33</b>            | \$105.33                   | \$105.33                   |

#### Designer I

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$97.17                    | \$97.17                    | \$97.17                    |
| \$10,000 to \$24,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$25,000 to \$49,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$50,000 to \$99,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$100,000 to \$249,999.99                    | \$97.17                    | \$97.17                    | \$97.17                    |
| \$250,000 to \$499,999.99                    | \$97.17                    | \$97.17                    | \$97.17                    |
| \$500,000 and above                          | \$97.17                    | \$97.17                    | \$97.17                    |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$90.05                    | \$90.05                    | \$90.05                    |
| \$10,000 to \$24,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$25,000 to \$49,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$50,000 to \$99,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$100,000 to \$249,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$250,000 to \$499,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$500,000 and above                             | \$90.05                    | \$90.05                    | \$90.05                    |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$125.65                   | \$125.65                   | \$125.65                   |
| \$10,000 to \$24,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$25,000 to \$49,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$50,000 to \$99,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$100,000 to \$249,999.99                       | \$125.65                   | \$125.65                   | \$125.65                   |
| \$250,000 to \$499,999.99                       | \$125.65                   | \$125.65                   | \$125.65                   |
| \$500,000 and above                             | \$125.65                   | \$125.65                   | \$125.65                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$74.09                    | \$74.09                    | \$74.09                    |
| \$10,000 to \$24,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$25,000 to \$49,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$50,000 to \$99,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$100,000 to \$249,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$250,000 to \$499,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$500,000 and above                          | \$74.09                    | \$74.09                    | \$74.09                    |

| indicate service NOT included in the above fee schedule and any additional fees that may apply. |  |  |  |  |  |
|---|--|--|--|--|--|
|   |  |  |  |  |  |
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|   |  |  |  |  |  |
|   |  |  |  |  |  |
|   |  |  |  |  |  |

| Other Engineering (Specify)_ | _Environmental Planning |  |
|------------------------------|-------------------------|--|
|------------------------------|-------------------------|--|

#### **Senior Principal Engineer**

#### **Senior Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            |                            |                            |                            |
| \$10,000 to \$24,999.99                      |                            |                            |                            |
| \$25,000 to \$49,999.99                      |                            |                            |                            |
| \$50,000 to \$99,999.99                      |                            |                            |                            |
| \$100,000 to \$249,999.99                    |                            |                            |                            |
| \$250,000 to \$499,999.99                    |                            | -                          |                            |
| \$500,000 and above                          | -                          |                            |                            |

#### **Principal Engineer**

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                       | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                       | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                             | \$150.07                   | \$150.07                   | \$150.07                   |

#### **Senior Project Manager**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            |                            |                            |                            |
| \$10,000 to \$24,999.99                      |                            | -                          |                            |
| \$25,000 to \$49,999.99                      |                            |                            |                            |
| \$50,000 to \$99,999.99                      |                            |                            |                            |
| \$100,000 to \$249,999.99                    |                            |                            |                            |
| \$250,000 to \$499,999.99                    |                            |                            |                            |
| \$500,000 and above                          |                            |                            |                            |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                       | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                       | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                             | \$150.07                   | \$150.07                   | \$150.07                   |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$120.23                   | \$120.23                   | \$120.23                   |
| \$10,000 to \$24,999.99                         | \$120.23                   | \$120.23                   | \$120.23                   |
| \$25,000 to \$49,999.99                         | \$120.23                   | \$120.23                   | \$120.23                   |
| \$50,000 to \$99,999.99                         | \$120.23                   | \$120.23                   | \$120.23                   |
| \$100,000 to \$249,999.99                       | \$120.23                   | \$120.23                   | \$120.23                   |
| \$250,000 to \$499,999.99                       | \$120.23                   | \$120.23                   | \$120.23                   |
| \$500,000 and above                             | \$120.23                   | \$120.23                   | \$120.23                   |

#### Designer II

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$105.33                   | \$105.33                   | \$105.33                   |
| \$10,000 to \$24,999.99                         | \$105.33                   | \$105.33                   | \$105.33                   |
| \$25,000 to \$49,999.99                         | \$105.33                   | \$105.33                   | \$105.33                   |
| \$50,000 to \$99,999.99                         | \$105.33                   | \$105.33                   | <b>\$105.33</b>            |
| \$100,000 to \$249,999.99                       | \$105.33                   | \$105.33                   | <b>\$105.33</b>            |
| \$250,000 to \$499,999.99                       | \$105.33                   | \$105.33                   | \$105.33                   |
| \$500,000 and above                             | <b>\$105.33</b>            | \$105.33                   | \$105.33                   |

#### Designer I

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$97.17                    | \$97.17                    | \$97.17                    |
| \$10,000 to \$24,999.99                         | \$97.17                    | \$97.17                    | \$97.17                    |
| \$25,000 to \$49,999.99                         | \$97.17                    | \$97.17                    | \$97.17                    |
| \$50,000 to \$99,999.99                         | \$97.17                    | \$97.17                    | \$97.17                    |
| \$100,000 to \$249,999.99                       | \$97.17                    | \$97.17                    | \$97.17                    |
| \$250,000 to \$499,999.99                       | \$97.17                    | \$97.17                    | \$97.17                    |
| \$500,000 and above                             | \$97.17                    | \$97.17                    | \$97.17                    |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$90.05                    | \$90.05                    | \$90.05                    |
| \$10,000 to \$24,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$25,000 to \$49,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$50,000 to \$99,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$100,000 to \$249,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$250,000 to \$499,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$500,000 and above                             | \$90.05                    | \$90.05                    | \$90.05                    |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$125.65                   | \$125.65                   | \$125.65                   |
| \$10,000 to \$24,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$25,000 to \$49,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$50,000 to \$99,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$100,000 to \$249,999.99                       | \$125.65                   | \$125.65                   | \$125.65                   |
| \$250,000 to \$499,999.99                       | <b>\$125.65</b>            | \$125.65                   | \$125.65                   |
| \$500,000 and above                             | \$125.65                   | \$125.65                   | \$125.65                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$74.09                    | \$74.09                    | \$74.09                    |
| \$10,000 to \$24,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$25,000 to \$49,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$50,000 to \$99,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$100,000 to \$249,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$250,000 to \$499,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$500,000 and above                          | \$74.09                    | \$74.09                    | \$74.09                    |

| Indicate service NOT included in the above fee schedule and any additional fees that may apply. |  |  |  |
|---|--|--|--|
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| Other Engineering (Specify | Transportation |  |
|----------------------------|----------------|--|
|----------------------------|----------------|--|

#### **Senior Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            |                            |                            |                            |
| \$10,000 to \$24,999.99                      |                            |                            |                            |
| \$25,000 to \$49,999.99                      |                            |                            |                            |
| \$50,000 to \$99,999.99                      |                            |                            |                            |
| \$100,000 to \$249,999.99                    |                            |                            |                            |
| \$250,000 to \$499,999.99                    |                            |                            |                            |
| \$500,000 and above                          |                            |                            |                            |

#### **Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                          | \$150.07                   | \$150.07                   | \$150.07                   |

#### **Senior Project Manager**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            |                            |                            |                            |
| \$10,000 to \$24,999.99                      |                            |                            |                            |
| \$25,000 to \$49,999.99                      |                            |                            |                            |
| \$50,000 to \$99,999.99                      |                            |                            |                            |
| \$100,000 to \$249,999.99                    |                            |                            |                            |
| \$250,000 to \$499,999.99                    |                            |                            |                            |
| \$500,000 and above                          |                            |                            |                            |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                          | \$150.07                   | \$150.07                   | \$150.07                   |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$120.23                   | \$120.23                   | \$120.23                   |
| \$10,000 to \$24,999.99                         | \$120.23                   | \$120.23                   | \$120.23                   |
| \$25,000 to \$49,999.99                         | \$120.23                   | \$120.23                   | \$120.23                   |
| \$50,000 to \$99,999.99                         | \$120.23                   | \$120.23                   | \$120.23                   |
| \$100,000 to \$249,999.99                       | \$120.23                   | \$120.23                   | \$120.23                   |
| \$250,000 to \$499,999.99                       | \$120.23                   | \$120.23                   | \$120.23                   |
| \$500,000 and above                             | \$120.23                   | \$120.23                   | \$120.23                   |

#### Designer II

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$105.33                   | \$105.33                   | \$105.33                   |
| \$10,000 to \$24,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$25,000 to \$49,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$50,000 to \$99,999.99                      | \$105.33                   | \$105.33                   | \$105.33                   |
| \$100,000 to \$249,999.99                    | \$105.33                   | \$105.33                   | \$105.33                   |
| \$250,000 to \$499,999.99                    | \$105.33                   | \$105.33                   | \$105.33                   |
| \$500,000 and above                          | \$105.33                   | \$105.33                   | \$105.33                   |

#### Designer I

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$97.17                    | \$97.17                    | \$97.17                    |
| \$10,000 to \$24,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$25,000 to \$49,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$50,000 to \$99,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$100,000 to \$249,999.99                    | \$97.17                    | \$97.17                    | \$97.17                    |
| \$250,000 to \$499,999.99                    | \$97.17                    | \$97.17                    | \$97.17                    |
| \$500,000 and above                          | \$97.17                    | \$97.17                    | \$97.17                    |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$90.05                    | \$90.05                    | \$90.05                    |
| \$10,000 to \$24,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$25,000 to \$49,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$50,000 to \$99,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$100,000 to \$249,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$250,000 to \$499,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$500,000 and above                             | \$90.05                    | \$90.05                    | \$90.05                    |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$125.65                   | \$125.65                   | \$125.65                   |
| \$10,000 to \$24,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$25,000 to \$49,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$50,000 to \$99,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$100,000 to \$249,999.99                       | \$125.65                   | \$125.65                   | \$125.65                   |
| \$250,000 to \$499,999.99                       | \$125.65                   | \$125.65                   | \$125.65                   |
| \$500,000 and above                             | \$125.65                   | \$125.65                   | \$125.65                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$74.09                    | \$74.09                    | \$74.09                    |
| \$10,000 to \$24,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$25,000 to \$49,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$50,000 to \$99,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$100,000 to \$249,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$250,000 to \$499,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$500,000 and above                          | \$74.09                    | \$74.09                    | \$74.09                    |

| Indicate service NOT included in the above fee schedule and any additional fees that may apply. |  |  |  |
|---|--|--|--|
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#### **Landscape Architectural Services**

#### **Senior Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            |                            | 1 - ****                   |                            |
| \$10,000 to \$24,999.99                      |                            |                            |                            |
| \$25,000 to \$49,999.99                      |                            |                            |                            |
| \$50,000 to \$99,999.99                      |                            |                            |                            |
| \$100,000 to \$249,999.99                    |                            |                            |                            |
| \$250,000 to \$499,999.99                    |                            |                            |                            |
| \$500,000 and above                          |                            |                            |                            |

#### **Principal Engineer**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                      | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                    | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                          | \$150.07                   | \$150.07                   | \$150.07                   |

#### **Senior Project Manager**

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            |                            |                            |                            |
| \$10,000 to \$24,999.99                      |                            |                            |                            |
| \$25,000 to \$49,999.99                      |                            |                            |                            |
| \$50,000 to \$99,999.99                      |                            |                            |                            |
| \$100,000 to \$249,999.99                    |                            |                            |                            |
| \$250,000 to \$499,999.99                    |                            |                            |                            |
| \$500,000 and above                          |                            |                            |                            |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$150.07                   | \$150.07                   | \$150.07                   |
| \$10,000 to \$24,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$25,000 to \$49,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$50,000 to \$99,999.99                         | \$150.07                   | \$150.07                   | \$150.07                   |
| \$100,000 to \$249,999.99                       | \$150.07                   | \$150.07                   | \$150.07                   |
| \$250,000 to \$499,999.99                       | \$150.07                   | \$150.07                   | \$150.07                   |
| \$500,000 and above                             | \$150.07                   | \$150.07                   | \$150.07                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$120.23                   | \$120.23                   | \$120.23                   |
| \$10,000 to \$24,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$25,000 to \$49,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$50,000 to \$99,999.99                      | \$120.23                   | \$120.23                   | \$120.23                   |
| \$100,000 to \$249,999.99                    | \$120.23                   | \$120.23                   | \$120.23                   |
| \$250,000 to \$499,999.99                    | \$120.23                   | \$120.23                   | \$120.23                   |
| \$500,000 and above                          | \$120.23                   | \$120.23                   | \$120.23                   |

#### **Designer II**

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$105.33                   | \$105.33                   | \$105.33                   |
| \$10,000 to \$24,999.99                         | \$105.33                   | \$105.33                   | \$105.33                   |
| \$25,000 to \$49,999.99                         | \$105.33                   | \$105.33                   | \$105.33                   |
| \$50,000 to \$99,999.99                         | \$105.33                   | \$105.33                   | \$105.33                   |
| \$100,000 to \$249,999.99                       | \$105.33                   | \$105.33                   | \$105.33                   |
| \$250,000 to \$499,999.99                       | \$105.33                   | \$105.33                   | \$105.33                   |
| \$500,000 and above                             | \$105.33                   | \$105.33                   | \$105.33                   |

#### Designer I

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$97.17                    | \$97.17                    | \$97.17                    |
| \$10,000 to \$24,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$25,000 to \$49,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$50,000 to \$99,999.99                      | \$97.17                    | \$97.17                    | \$97.17                    |
| \$100,000 to \$249,999.99                    | \$97.17                    | \$97.17                    | \$97.17                    |
| \$250,000 to \$499,999.99                    | \$97.17                    | \$97.17                    | \$97.17                    |
| \$500,000 and above                          | \$97.17                    | \$97.17                    | \$97.17                    |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$90.05                    | \$90.05                    | \$90.05                    |
| \$10,000 to \$24,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$25,000 to \$49,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$50,000 to \$99,999.99                         | \$90.05                    | \$90.05                    | \$90.05                    |
| \$100,000 to \$249,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$250,000 to \$499,999.99                       | \$90.05                    | \$90.05                    | \$90.05                    |
| \$500,000 and above                             | \$90.05                    | \$90.05                    | \$90.05                    |

| Project Cost<br>(for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                               | \$125.65                   | \$125.65                   | \$125.65                   |
| \$10,000 to \$24,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$25,000 to \$49,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$50,000 to \$99,999.99                         | \$125.65                   | \$125.65                   | \$125.65                   |
| \$100,000 to \$249,999.99                       | \$125.65                   | \$125.65                   | \$125.65                   |
| \$250,000 to \$499,999.99                       | \$125.65                   | \$125.65                   | \$125.65                   |
| \$500,000 and above                             | \$125.65                   | \$125.65                   | \$125.65                   |

| Project Cost (for engineering services only) | Hourly Rate for<br>Group A | Hourly Rate for<br>Group B | Hourly Rate for<br>Group C |
|--|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99                            | \$74.09                    | \$74.09                    | \$74.09                    |
| \$10,000 to \$24,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$25,000 to \$49,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$50,000 to \$99,999.99                      | \$74.09                    | \$74.09                    | \$74.09                    |
| \$100,000 to \$249,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$250,000 to \$499,999.99                    | \$74.09                    | \$74.09                    | \$74.09                    |
| \$500,000 and above                          | \$74.09                    | \$74.09                    | \$74.09                    |

| Indicate service NOT included in the above fee schedule and any additional fees that may apply. |  |  |  |          |  |  |
|---|--|--|--|----------|--|--|
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|   |  |  |  |          |  |  |

#### **Reimbursable Expenses**

| Mileage                           | \$per mile                                      | or State Rates X | Yes                       |
|-----------------------------------|---|------------------|---------------------------|
| Lodging                           | \$per night/per man                             | or State Rates   | XYes                      |
| Meals and Incidental Expenses     | \$per man/per day                               | or State Rates   | X_Yes                     |
| If yes, provide specific rates or | edit Card Payment Processing ranges of rates \$ |                  |                           |
| SUMITTED BY:                      |   |                  |                           |
| Company Name: Kimley-Horn a       | nd Associates, Inc                              |                  |                           |
| Address: 7740 N 16th Street, Su   | ite 300   |                  |                           |
| City: Phoenix                     |   |                  |                           |
| Phone: <u>(602) 944-5500</u>      |   | Fa               | ex: <u>(602) 944-7423</u> |
| By: Spen 2                        | Authorized Signature                            | Date:            | 04/26/2018                |
| Sr. Project Man                   | ager<br>Title                                   | <del></del>      |                           |



#### **EXECUTIVE SUMMARY FORM**

| Contract Name: _Fir  | e Alarm Monthly Monitoring   |                | Contract No.:      | 011718     | B                              |
|--|--|----------------|--------------------|------------|--------------------------------|
| contract from March  | e and Need (3-5 Sentences) Am<br>h 16, 2019 to March 15, 2020<br>additions or deletions may occu | . Month        |                    |            |                                |
| Contract End Date: _   | 03-16-19 to 03-15-20   | -              | Renewal O          | ption:     | ⊠ Yes<br>□ No                  |
| Maximum Dollar Limi  | it: <u>\$5,040.00</u>  | -              |                    |            |                                |
| Contract Information   |  |                |                    |            |                                |
| Firm Name: _Advan  | ced Controls Corporation   |                | Contact<br>Person: | Diane E    | B                              |
| Address: 626 W. I  | Flores Street  |                | Phone No: 52       | 20-620-66! | 56                             |
| City: Tucson   | State: AZ  | Fax: _         | 520-620-6676       | Email: _d  | ianeb@emcs.us                  |
| General Fund Fund: Managment                                   | l, Public Works & Facilities   |                | Type of Funds      | :          | Restricted                     |
| Fund Code: *See at   | tached Contract Request  |                |                    |            | Grant<br>General Fund<br>Other |
| Date Sent for Legal Ro   | eview:   | <del>-</del> - | Date Returne       | d:         |                                |
| Special Notes:<br>Account coding on at<br>Facilities Managemen | tached Contract Request affects  | the follo      | owing funds: Gene  | eral Fund, | Public Works, and              |



#### AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 011718

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

#### FIRE ALARM PANELS SYSTEM MONITORING

#### ADVANCED CONTROLS CORPORATION

**Effective** March 16, 2018, Gila County and Advanced Controls Corporation entered into a contract whereby Advanced Controls Corporation would provide Fire Alarm Panels System Monitoring for various buildings in Gila County.

Service Agreement No. 011718 will expire on March 15, 2019. Per Article 15-Term, Gila County shall have the right, at its sole option, to renew the contract for three (3) additional (1) year periods.

Amendment No. 1 to Service Agreement No. 011718, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from March 16, 2019 to March 15, 2020 for a contract amount not to exceed Five Thousand Forty dollars and 00/100's (\$5,040.00).

Additionally, Amendment No. 1 will serve to remove from the contract the language "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."

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 16, 2019 to March 15, 2020 renewal period.

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

GILA COUNTY:

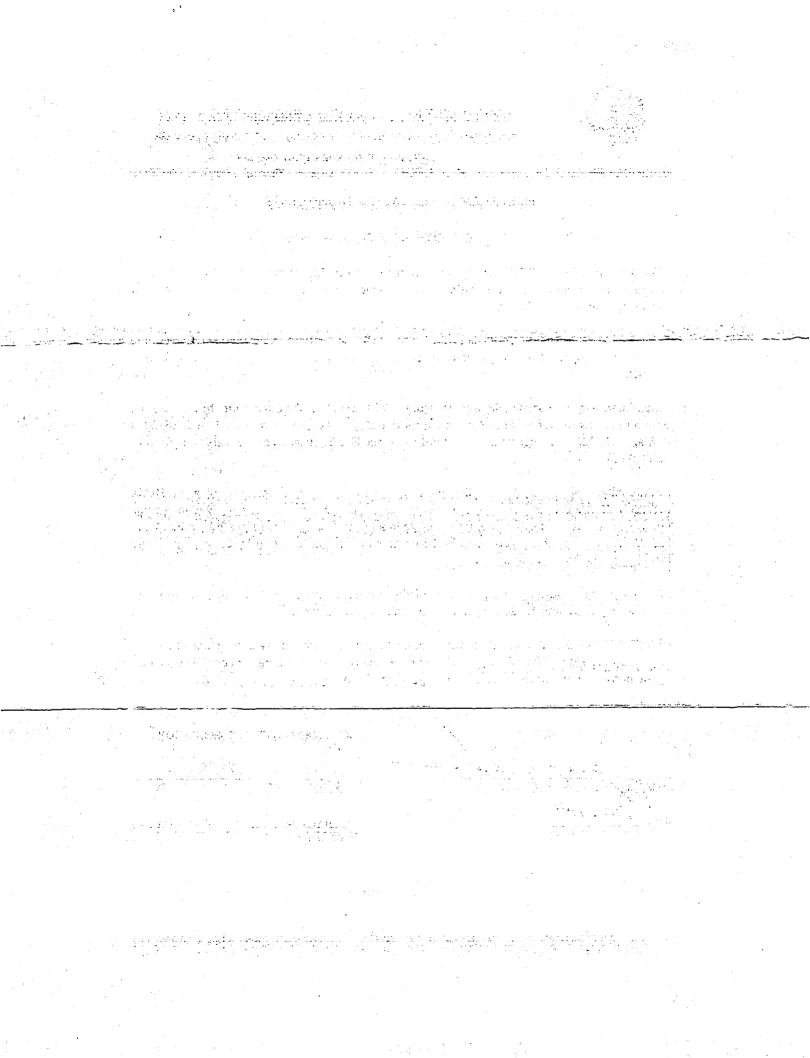
James Menlove, County Manager

Jata di solli

ADVANCED CONTROLS CORPORATION

Signature

Print Name





#### **EXECUTIVE SUMMARY FORM**

| <b>Contract Name:</b>                                    | Prescreen Evaluations  |   | Contract No  | .: _010                           | 318-1                       |  |
|--|--|---|--|-----------------------------------|-----------------------------|--|
|  |  |   |  |                                   |                             |  |
| contract from Ma<br>11 Competence of<br>Criminal Procedu | arpose and Need (3-5 Sentences) A arch 12, 2019 to March 11, 2020. The evaluations in criminal cases where the allow for courts to employ a Rule 1 the Court would like to implement the | e Gila Coun<br>he Defenda<br>1 Prescree | ty Superior Cou<br>ant is alleged to<br>n Evaluation (ve | rt is obl<br>be inco<br>rsus a fu | igated<br>mpete<br>Ill Rule | to provide Rule<br>nt. The Rules of<br>11 Competency |
| Contract End Dat   | te: 03-12-19 to 03-11-20   | _                                       | Renewal  | Option:                           |                             | ] Yes<br>] No  |
| Maximum Dollar   | Limit: \$1,520.00  | _                                       |  |                                   |                             |  |
| Contract Informat  | tion   |   |  |                                   |                             |  |
| Firm Name: _Ja   | nmes E. Huddleston, PhD.   |   | Contact<br>Person:                                       | Jam                               | es E. H                     | uddleston  |
| Address: 465   | East Broadway Suite B  |   | Phone No:  | 180-844                           | -0163                       |  |
| City: Mesa   | State: AZ  | _ Fax:                                  | <del>.</del>   | Email:                            | juver                       | estoration@aol.com                                   |
|  | Fund/Finance/Professional<br>/Professional services Psychological  |   | Type of Fund   | is:                               | _                           | estricted  |
| Fund Code: _10   | 05.201.142.4210.51   |   |  |                                   | □ <b>G</b>                  | rant<br>eneral Fund<br>ther                          |
| Date Sent for Leg  | gal Review:  |   | Date Return  | ned:                              |                             |  |
|  |  |   |  |                                   |                             |  |



#### AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 010318-1

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

#### PROFESSIONAL SERVICES CONTRACT 010318-1

#### PRESCREEN EVALUTIONS

Effective March 12, 2018, Gila County and James E. Huddleston, PhD entered into a contract whereby James E. Huddleston, PhD agreed to provide Prescreen Evalutions for the Gila County Superior Court.

Professional Services Contract No. 010318-1 will expire on March 11, 2019. Per Article 11-Term, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional (1) year periods.

Amendment No. 1 to Professional Services Contract No. 010318-1, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from March 12, 2019 to March 11, 2020, for a contract amount not to exceed One Thousand Five Hundred Twenty dollars and 00/100's (\$1,520.00).

Additionally, Amendment No. 1 will serve to remove from the contract the language "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."

The Consultant will continue to bill for services pursuant to Article 12 – Payment, of the original contract, but in no event shall charges for the March 12, 2019 to March 11, 2020 renewal period exceed \$1,520.00 without prior written agreement of the County.

All other terms and conditions of the original agreement shall remain in full force and affect during the March 12, 2019 to March 11, 2020 term of the contract.

GILA COUNTY:

James Menlove, County Manager

Date: 2.30.19

JAMES E. HUDDLESTON, PHD

Signature

JAMES E. HUDDLESTON, Ph.D.

Licensed Psychologics
Print Name Proudway New Juile
Mesa, Arizona 85204

#### **ARF-5347**

#### Work Session Item 7. A.

#### Regular BOS Meeting

Meeting Date: 03/19/2019

<u>Submitted For:</u> Mary Springer, Finance Director Submitted By: Mary Springer, Finance Director

<u>Department:</u> Finance

#### <u>Information</u>

#### Request/Subject

Strategic Plan Update - Review of Draft Mission Statement and Vision Statement.

#### **Background Information**

The Board of Supervisors adopted a strategic plan on April 27, 2010, which included a mission statement, value statements and goals. In March 2011, the leadership team, comprised of County management, department directors and elected officials, underwent another strategic planning process. The output of this effort was a task list of items to be completed with responsible parties, dates and timing, and the creation of a new mission statement and value statements.

Since the creation of this strategic plan, many of the items identified through this planning effort have been accomplished. The new strategic planning team consists of employees from all levels of the County. The team was commissioned with the opportunity to develop a County mission statement and vision statement through this collaborative process, then develop the strategic plan and guiding principles. As part of this collaborative process, the team is requesting that the Board of Supervisors review the draft mission statement and vision statement and provide feedback so the mission statement and vision statement can be finalized and adopted by the Board at a future meeting.

#### **Evaluation**

A draft mission statement and vision statement has been prepared by the strategic planning team for the Board's review and consideration of adoption at a future Board meeting.

#### Conclusion

A draft of the County's new mission statement and vision statement, as prepared by the collaborative planning team, needs to be presented to the Board of Supervisors for review. If the Board agrees with the new statements, they will be presented to the Board for adoption at a future Board meeting and will replace the existing mission statement and vision statements that were previously adopted by the Board in 2011.

#### Recommendation

It is recommended that the Board receive an update on the recent activities of the strategic planning team and review a new draft mission statement and vision statement as prepared and presented by the strategic planning team.

#### Suggested Motion

Information/Discussion regarding a Strategic Plan update and presentation of a new Gila County Mission Statement and Vision Statement. (Mary Springer)

#### Attachments

Strategic Plan Update



# Gila County Strategic Plan Moving Forward, A Roadmap for Future Success



## When we met last...

## **VALUES**

- Accountable
- Integrity
- Innovation
- Respectful
- Safety
- Teamwork

## **VISION**

Gila County, the heart of Arizona: preserving our past and enriching our communities for future generations

### **MISSION**

Gila County provides responsible resource management to positively impact recreation, safety, education and economic growth. As a team we are dedicated to serving the public with integrity, respect and accountability



## Review of Progress

**Develop VALUES** 

**Develop VISION Statement** 

**Develop MISSION Statement** 

**Develop STRATEGIC PLAN** 

**Develop Communications Plan** 

**Develop ORGANIZATION-WIDE GOALS** 

**Drives Department and Employee Goals** 

Measure Progress, Evaluate and Adjust



# Your Strategic Planning Team Members

- Sadie Bingham County Recorder
- Sherry Grice Administration
- Amy Lloyd Assessors Office
- Cheryl Sluyter BOS District 1
- Elsa Bobier Community Services
- Misty Price County Attorneys Office
- Aimee Staten Finance
- Paula Horn Health
- Mary Springer Finance
- Juley Bocardo-Homan Human Resources
- Andrea Hamm Payson Justice Court
- Scott Warren Public Works Survey
- Matt Binney Sheriff's Office
- Cassie Ornelas Superior Court
- Martha Gonzales Treasurer's Office
- Paul Wolterbeek –Administration