

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, APRIL 16, 2019 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
 - A. Presentation of a request for County financial assistance in the amount of \$25,000 to aide in the marketing campaigns of the Globe-Miami Regional Chamber of Commerce, Rim Country Chamber of Commerce, and Tonto Basin Chamber of Commerce for FY 2019-2020. **(James Menlove)**
3. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to adopt Resolution No. 19-04-03 to name a previously unnamed section of road in the Jake's Corner area as N. Gun Creek Road. **(Steve Sanders)**
4. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a FFY 2020 DUI/Impaired Driving Enforcement Overtime Grant Application in the amount of \$54,623 submitted to the Arizona Governor's Office of Highway Safety. **(Mike Johnson)**

- B. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a FFY 2020 Speed Enforcement Vehicle Grant Application in the amount of \$32,488 submitted to the Arizona Governor's Office of Highway Safety. **(Mike Johnson)**
- C. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a FFY 2020 Speed Enforcement Overtime Grant Application in the amount of \$27,312 submitted to the Arizona Governor's Office of Highway Safety; adopt Resolution No. 19-04-02; and authorize the Chairman's signature on the Resolution Certification of which the Resolution and Resolution Certification are a component of the Grant Application. **(Mike Johnson)**
- D. Information/Discussion/Action to authorize the publication of a Notice of Public Auction for Miscellaneous Surplus Material in the Arizona Silver Belt newspaper on May 8, 2019. **(Amber Warden)**
- E. Information/Discussion/Action to approve Intergovernmental Agreement No. C-78-19-011-3-00 between Gila County and Maricopa County for the relocation of equipment from the Gila County communications tower located on Mt. Ord to the adjacent Maricopa County communications tower for a period of 10 years, renewable for up to 3 terms of 5 years each. **(Kelly Riggs)**
- F. Information/Discussion/Action to adopt Resolution No. 19-04-01 authorizing the execution of Amendment No. Two to Intergovernmental Agreement (IGA/JPA 16-0005916-I) between Gila County and the State of Arizona, Department of Transportation, which is related to the bridge replacement project on Colcord Road east of Payson. **(Steve Sanders)**

- G. Information/Discussion/Action to cancel Contract No. 111518-2 with Tate's Auto Center due to bankruptcy filing; approve revised Notice of Invitation for Bid No. 11158-2 which contains the related contract to reflect that the contract award is being given to McSpadden Ford (the second lowest, qualified bidder) in the amount of \$49,767.30 for the purchase one new Ford F-150 full size, 1/2 ton, 4x4, crew cab pickup with installed equipment as outlined in McSpadden Ford's proposal; and authorize the Chairman's signature on the contract. **(Steve Sanders)**
- H. **(Motion to adjourn as the Gila County Board of Supervisors, and convene as the Gila County Library District Board of Directors.)**
Information/Discussion/Action to approve submission of Grantee Agreement No. GRA-RC004-19-0919-01-Y2 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and the Gila County Library District in the amount of \$60,000 for fiscal year July 1, 2019, through June 30, 2020. **(Jacque Sanders)**
- I. Information/Discussion/Action to approve submission of renewal for Grantee Agreement No. GRA-RC029-19-0935-01-Y2 between the San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and the Gila County Library District in the amount of \$70,000 for fiscal year July 1, 2019, through June 30, 2020. **(Jacque Sanders) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**
- J. Information/Discussion/Action to approve the list of fiscal year 2019-20 capital projects for planning purposes including site development and engineering and architectural design services. **(James Menlove)**

- K. Information/Discussion/Action to approve the Intergovernmental Agreement Regarding the Exercise of Power for the Operation of Arizona and New Mexico Counties (Coalition) for Stable Economic Growth that expires December 31, 2025, to once again become a voting member of the Coalition. **(James Menlove)**
- L. Information/Discussion/Action to authorize the Chairman's signature on letters of support to Arizona House of Representatives District 8 members David Cook and T.J. Shope, and Arizona Senate District 8 member Frank Pratt for Elected Officials Retirement Plan debt relief and for increased investment in transportation infrastructure. **(James Menlove)**
- 5. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
 - A. Approval of the appointment of Danny E. McKeen as a Justice of the Peace Pro Tempore for the Payson Justice Court with a term to expire on December 31, 2019.
 - B. Approval of revised Public Works Department Policy-*On-Call* to include all divisions within Public Works; change the format of the policy; and change the policy number from DPW 05-06 to PWS-004.
 - C. Approval of revised Public Works Department Policy-*Prescription Safety Glasses Assistance* to make changes to the reference numbers of the Federal Occupational Safety and Health Standards; change the format of the policy; and change the policy number from DPW 09-01 to PWS-005.

- 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 206-22-132 to Mykel M. Ross.
 - E. Acknowledgment of Belinda Licano being re-elected to the Correctional Officers Retirement Plan (CORP) Local Board of Directors for Gila County Sheriff's Office Dispatchers for the term of 2/28/19 through 12/31/21.
 - F. Approval of a Special Event Liquor License Application submitted by the Pinal Mountain Elks Lodge #2809 for an event to be held on May 11, 2019, at the Gila County Fairgrounds located in Globe.
 - G. Approval of the April 2, 2019, Board of Supervisors' meeting minutes.
 - H. Approval of finance reports/demands/transfers for the reporting month of March 2019.
 - I. Acknowledgement of contracts under \$50,000 which have been approved by the County Manager beginning 3-1-19 through 3-31-19.
6. **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.

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

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

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

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

ARF-5383

Presentation 2. A.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: James Menlove, County Manager

Submitted By: Sherry Grice, Management Associate

Department: County Manager

Information

Request/Subject

Presentation by Globe-Miami Regional, Rim Country, & Tonto Basin Chambers of Commerce

Background Information

At the February 17, 2015, Regular Meeting of the Board of Supervisors, Ellen Kretsch, Director of the Globe-Miami Regional Chamber of Commerce, submitted a request to the Board to present information and ask for continued funding. By unanimous vote the Board approved Agreement No. 122314-1 between Gila County and the Globe-Miami Regional Chamber of Commerce for continued County financial assistance in the amount of \$30,000 to aide in the marketing campaigns of the Globe-Miami Chamber of Commerce, the Payson Chamber of Commerce, and the Tonto Basin Chamber of Commerce for FY 2014-2015.

Historically, Gila County has provided funding to the Globe-Miami Regional Chamber of Commerce to provide assistance for the advertising campaigns of the Globe-Miami Chamber of Commerce, Rim Country Chamber of Commerce, and Tonto Basin Chamber of Commerce.

Evaluation

For many years, Gila County has provided annual assistance in funding for the Globe-Miami Regional Chamber of Commerce through 2015. The Globe-Miami Regional Chamber of Commerce distributes the funds between the Globe-Miami Chamber of Commerce, Rim Country Chamber of Commerce, and Tonto Basin Chamber of Commerce. The funds are used to market County attractions through media advertising, brochures and websites.

Conclusion

It is important that the Board of Supervisors be apprised of the efforts being made by the Globe-Miami Regional Chamber of Commerce, Rim Country Chamber of Commerce, and Tonto Basin Chamber of Commerce to promote business and tourism in Gila County. Ellen Kretsch, Globe-Miami Regional Chamber of Commerce Executive Director; Maia Krespin, Rim Country Chamber of Commerce Executive Director; and Rocky Gange, Tonto Basin Chamber of Commerce Director, will be available to make a brief presentation of the purpose of their request for funding.

If approved, a written agreement will be presented to the BOS on a future meeting agenda.

Recommendation

Staff recommends the continued support from Gila County to the Globe-Miami Regional Chamber of Commerce, Rim Country Chamber of Commerce, and Tonto Basin Chamber of Commerce to assist in marketing campaigns.

Suggested Motion

Presentation of a request for County financial assistance in the amount of \$25,000 to aide in the marketing campaigns of the Globe-Miami Regional Chamber of Commerce, Rim Country Chamber of Commerce, and Tonto Basin Chamber of Commerce for FY 2019-2020. **(James Menlove)**

Attachments

No file(s) attached.

ARF-5333

Public Hearing 3. A.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: Steve Sanders, Director

Submitted By: Amy O'Connor, GIS Analyst

Department: Public Works

Division: Rural Addressing

Information

Request/Subject

Resolution No. 19-04-03 to name a previously unnamed section of road in Jake's Corner area as N. Gun Creek Rd.

Background Information

The Tonto Basin Fire Department contacted the Rural Addressing Department with address concerns in an area located near Jake's Corner. There were ten AZ Highway 188 addresses that were not directly off the highway making it difficult for the Fire Department to locate. County resident Justen Williams contacted Addressing shortly after in December of 2018 to obtain a road naming petition to name a section of road located in the same Jake's Corner outside of Payson. Mr. Williams swiftly returned the completed petition with 78% of property owners' signatures. A copy of the signed petition is attached. The Rural Addressing Department proposed a second section of road in the area to be named E. Hardt Creek Rd based on existing easements and GIS imaging. After the first public notice was sent out, three of the property owners submitted written objections with the E. Hardt Creek Rd street naming. After conducting a site check of the area and speaking with property owners, the N. Gun Creek Rd was extended and E. Hardt Creek Rd was removed. A second public notice was sent out with a map of the extended N. Gun Creek Rd and the new discrepancies deadline. As of March 27th, no new road name objections were submitted.

Evaluation

N. Gun Creek Rd:

This unnamed section of road branches east off of N. AZ Highway 188 at approximate milepost 273. The section is identified as T8N R10E Section 27

The County Addressing Analyst determined and appropriately mapped the roadway via GPS and aerial imagery techniques.

A map is attached.

Conclusion

Per the Gila County Street Naming and Property Numbering Ordinance, a public notice was mailed to the affected property owners on February 11, 2019, and March 11, 2019. A copy of the public notices are attached.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors adopt Resolution No. 19-04-03 naming a previously unnamed section of road in the Jake's Corner area as N. Gun Creek Rd.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 19-04-03 to name a previously unnamed section of road in the Jake's Corner area as N. Gun Creek Road. **(Steve Sanders)**

Attachments

Resolution No. 19-04-3

Petition

Public Notice 2

Public Notice

Map

After Recording Please Return to:
Marian Sheppard - BOS



RESOLUTION NO. 19-04-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA NAMING A SECTION OF ROAD IN THE JAKE'S CORNER AREA, ARIZONA TO BE CALLED N. GUN CREEK ROAD.

WHEREAS, the Gila County Board of Supervisors initially adopted the Gila County Street Naming and Property Numbering Ordinance on April 1, 1991, and last amended it on June 28, 2011; and,

WHEREAS, street names are assigned in order to implement the uniform assignment of property numbers and avoid duplicate names that would hinder emergency services and the safety of Gila County residents; and,

WHEREAS, Article 8, Section 806, of the Street Naming and Property Numbering Ordinance provides guidelines for the naming of existing unnamed streets; and,

WHEREAS, the following street name and location substantially complies with the provisions of Article 8 of the Ordinance:

N. GUN CREEK RD. – Section 27 T8N R10E

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors does officially recognize the street name set forth above to become effective in conjunction with the numbering of properties along said street and directs the appropriate County departments to incorporate these names uniformly on all maps of Gila County.

PASSED AND ADOPTED this 16th day of April 2019, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Tim Humphrey, Chairman

Approved as to form:

The Gila County Attorney's Office

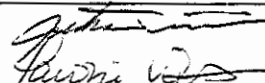
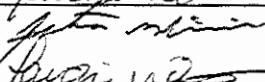
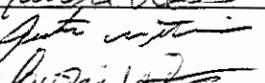




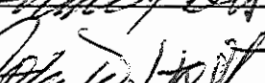
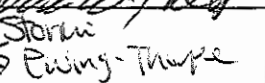
Please Return To:

Tom Homan, Addressing Supervisor
GILA COUNTY 911 RURAL ADDRESSING
745 N Rose Mofford Way, GLOBE.AZ. 85501

NAMING AND RENAMING PETITION

PROCEDURES: In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, all street naming or renaming must be presented to and approved by the Board of Supervisors. The petition must be signed by at least 75% of property owners adjacent to the roadway. The proposed road name must conform to Articles 6 and 8 of the Street Naming and Property Numbering Ordinance.

- ☐ We the undersigned, petition the Gila County Board of Supervisors to change the current name of N/A N. AZ Hwy 188.
- ☐ The reason for the change is: Clean up for Rural Addressing and fire Dept. Addressing.
- ☐ Proposed Road Name #1: Corn Creek drive
- ☐ Proposed Road Name #2: _____
- ☐ Proposed Road Name #3: _____

	Owner (Printed)	Signature	APN (Parcel #)	Phone Number	Mailing Address
1.	Josten / Tawni Williams		304-37-0080	928-970-0169	56011 N. AZ Hwy 188 Payson AZ 85541
2.	Josten / Tawni Williams		304-37-008E	928-970-0169	56011 N. AZ Hwy 188 Payson AZ 85541
3.	Josten / Tawni Williams		304-37-008P	928-970-0169	56011 N. AZ Hwy 188 Payson AZ 85541
5.	CMH Homes Inc. per / Julie Pauer		304-37-009A	928-595-1694	56033 N. AZ Hwy 188 Payson AZ 85541
6.	Luke / Shayla Weisser		304-37-008L	928-978-4512	56203 N. AZ Hwy 188 Payson AZ 85541
7.	Rebecca Jane Brannon		304-37-008N	480-510-5571	56287 N. AZ Hwy 188 Payson AZ 85541
8.	John W. Hottel		304-37-006W	928-899-2518	P.O. Box 334 Tonto Basin AZ 85553
9.	"		304-37-008M	928-899-2518	P.O. Box 334 Tonto Basin AZ 85553
10.	Steve En		304-37-008K	928-479-2203	56189 N AZ Highway 188 Payson, AZ 85541

Please Return To:

Tom Homan, Addressing Supervisor
GILA COUNTY 911 RURAL ADDRESSING
745 N Rose Mofford Way, GLOBE.AZ. 85501

NAMING AND RENAMING PETITION

PROCEDURES: In accordance with the provisions of the Gila County Street Naming and Property Numbering Ordinance, all street naming or renaming must be presented to and approved by the Board of Supervisors. The petition must be signed by at least 75% of property owners adjacent to the roadway. The proposed road name must conform to Articles 6 and 8 of the Street Naming and Property Numbering Ordinance.

- ☐ We the undersigned, petition the Gila County Board of Supervisors to change the current name of _____.
- ☐ The reason for the change is: _____.
- ☐ Proposed Road Name #1: _____
- ☐ Proposed Road Name #2: _____
- ☐ Proposed Road Name #3: _____

	Owner (Printed)	Signature	APN (Parcel #)	Phone Number	Mailing Address
1.	John Blom	[Signature]	304-37-009B	928-978-2440	49831 N. Hwy 188, Payson, AZ
2.	John Blom	[Signature]	304-37-010A	928-978-2440	49831 N. Hwy 188, Payson, AZ
3.					
5.					
6.					
7.					
8.					
9.					
10.					

	Owner (Printed)	Signature	APN (Parcel #)	Phone Number	Mailing Address
11.					
12.					
14.					
14.					
15.					

TO BE FILLED OUT BY COUNTY PERSONNEL

Date Received: 1/28/2019

It is recommended that the proposed name be: N. Gun Creek Rd

 Assigned as requested

 X Modified as follows: Added E. Hardt Creek Rd to avoid further confusion with the multiple easements in the area.

Submitted this 11th day of February, 2019

Amy O'Connor

Rural Addressing Analyst

PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila county Board of Supervisors will hold a public hearing for the naming of an unnamed roads in the Jakes Corner area.

A petition was filed to name a section of road off AZ Highway 188 as N Gun Creek Rd. The petition met the signature requirement of 75 percent of property owners. After careful consideration from the Gila County Rural Addressing Department and property owners, N Gun Creek Rd name will be sufficient for naming the section of road.

To file an objection to the proposed names, residents must file an alternative petition in writing to the Rural Addressing Department by Tuesday, March 26th, 2019 at 5:00pm, per Gila County Street Naming Ordinance No. 11-03. Petitions can be obtained through the Rural Addressing Department upon request.

The public hearing to name the road is scheduled for Tuesday, April 16th, 2019 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:
Amy O'Connor, GIS/Addressing Technician
745 N Rose Mofford Way
Globe, AZ 85501
(928) 402-8597



Proposed Road Names Highlighted

PUBLIC NOTICE

PUBLIC NOTICE IS HEREBY GIVEN that the Gila county Board of Supervisors will hold a public hearing for the naming of an unnamed roads in the Jakes Corner area.

A petition was filed to name a section of road off AZ Highway 188 as N Gun Creek Rd. The petition met the signature requirement of 75 percent of property owners. After careful consideration, the Gila County Rural Addressing Department is proposing a second road be named: E Hardt Creek Rd.

To file an objection to the proposed names, residents must file an alternative petition in writing to the Rural Addressing Department by Tuesday, March 5th, 2019 at 5:00pm, per Gila County Street Naming Ordinance No. 11-03. Petitions can be obtained through the Rural Addressing Department upon request.

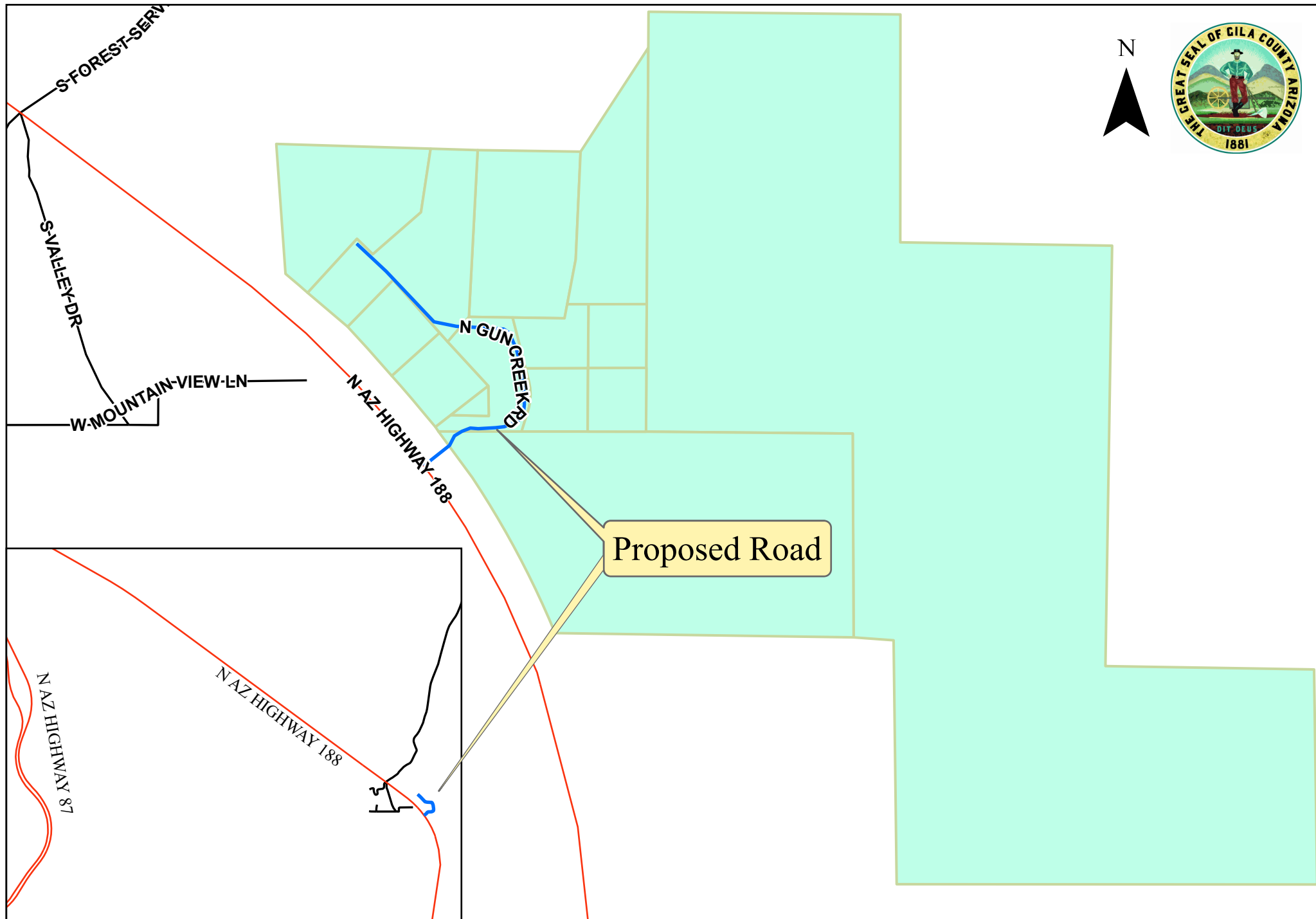
The public hearing to name the road is scheduled for Tuesday, April 2nd, 2019 at 10:00 a.m., or thereafter, located at the Gila County Courthouse, 1400 East Ash Street, Globe, AZ.

Inquiries and objections may be directed to:
Amy O'Connor, GIS/Addressing Technician
745 N Rose Mofford Way
Globe, AZ 85501
(928) 402-8597



Proposed Road Names Highlighted

Jake's Corner Road Naming



ARF-5390

Regular Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: 2020

Budgeted?: Yes

Contract Dates October 1, 2019

Grant?: Yes

Begin & End: through September 30,
2020

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Arizona Governor's Office of Highway Safety FFY 2020 GOHS
DUI/Impaired Driving Enforcement Overtime Grant Application.

Background Information

The Gila County Sheriff's Office is working with limited overtime budget and short staffing. In order for the Sheriff's Deputies to participate in DUI (driving under the influence)/impaired driving details, overtime funding is needed. Due to the short notice to submit a grant application, the Gila County Sheriff's Office electronically submitted the FFY (federal fiscal year) 2020 GOHS (Governor's Office of Highway Safety) DUI/Impaired Driving Enforcement Overtime Grant Application on March 13, 2019.

Evaluation

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

Conclusion

The Gila County Sheriff's Office is requesting assistance from the GOHS overtime funding in the amount of \$54,623 of which \$39,017 is personnel and \$15,606 is ERE to enhance DUI enforcement throughout Gila County.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the electronic submission of a grant application to the Governor's Office of Highway Safety on March 13, 2019, in the amount of \$54,705 for a performance period of October 1, 2019 through September 30, 2020.

Suggested Motion

Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a FFY 2020 DUI/Impaired Driving Enforcement Overtime Grant Application in the amount of \$54,623 submitted to the Arizona Governor's Office of Highway Safety. **(Mike Johnson)**

Attachments

Cover Letter

Grant Application

Email of electronic submission

Johnny Sanchez – Chief Deputy
Travis Baxley – Task Force Commander
Sarah White – Chief Administrative Officer
Tim Scott – Lt. Northern District
Virgil Dodd – Lt. Southern District



Mike Johnson - Undersheriff
Justin Solberg – Jail Commander
William Carlson – Lieutenant
Erich Kenney- Lieutenant
Jared Osborn - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

March 13, 2019

Director Alberto Gutier
Governor's Office of Highway Safety
1700 West Washington Street
Executive Tower, Suite 430
Phoenix, Arizona 85007

Director Gutier,

The Gila County Sheriff's Office would like to respectfully submit (3) 2020 GOHS Grant Applications to you for the total amount of \$114,423.00:

1. Impaired Driving (AL) – Overtime funding for DUI Enforcement in the amount of \$54,623.00
2. Police Traffic Services/ Speed Control (PT#1) – Overtime funding for Speed Enforcement in the amount of \$27,312.00
3. Police Traffic Services/ Speed Control (PT#2) – Unmarked Vehicle in the amount of \$32,488.00.

The Grant Applications were submitted to your office on March 13th, 2019.

GCSO is very appreciative of past support and funding from the Governor's Office of Highway Safety. The awarding of grant monies from GOHS would allow GCSO to enhance and further their effort to make our streets and communities as safe as possible.

The Gila County Board of Supervisors' next regularly scheduled meeting is April 2nd, 2019. We will provide the resolution to your office once it is signed and certified.

Thank you for your time and consideration upon reviewing our grant application. Please contact me if there are any further inquiries regarding our 2020 Governor's Office of Highway Safety Grant Applications.

Respectfully,

A handwritten signature in blue ink, appearing to read "J. Adam Shepherd".

Sheriff J. Adam Shepherd



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

Federal Fiscal Year: 2020

DUE DATE: March 15, 2019

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

SECTION A: Agency Application Information

Agency:
Agency Name: Gila County Sheriff's Office
Address: 1100 South Street
City, State, Zip: Globe, AZ, 85501
Fax: (928) 425-5674
Phone: (928) 425-4449

Governmental Unit:
Governmental Name: Gila County
Authorized Official
Name & Title: Tim R. Humphrey, Chairman Board of Supervisors
Address: PO Box 311
City, State, Zip: Globe, AZ, 85502

Project Director:
Name & Title: Adam Shepherd, Sheriff
Address: 1100 South Street
City, State, Zip: Globe, AZ, 85501
Phone: (928) 425-4449
Email: ashepherd@gilacountyaz.gov

Project Admin:
Name & Title: Michael Johnson, Undersheriff
Address: 1100 South Street
City, State, Zip: Globe, AZ, 85501
Phone: (928) 425-4449
Email: mjohnson@gilacountyaz.gov

Financial Contact:
Name & Title: Sarah White, Chief Administrator
Address: 1100 South Street
City, State, Zip: Globe, AZ, 85501
Phone: (928) 425-4449
Email: sawwhite@gilacountyaz.gov

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



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

SECTION B-1: Agency Overview – LAW ENFORCEMENT PROJECTS

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

Project Title: FFY20 GOHS DUI/ Impaired Driving Enforcement Overtime Grant

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

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

Due to Budget constraints and a low tax base Patrol Overtime Funding is limited. The awarding of Overtime grant monies from GOHS in FFY19 allowed GCSO to enhance and further their effort to make our streets and communities as safe as possible. GCSO is requesting similar funding for FFY20 to continue this effort.

Number of sworn officers: 44

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

Total Road Mileage: Highway 172 Local 593 Total 765

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

	2017	2016	2015
Total Crashes	812	795	844
Total Injury Crashes	259	253	258
Total Fatal Crashes	27	14	25
Total Alcohol-related Crashes	59	43	47
Total Alcohol-related Serious Injuries	35	24	40
Total Alcohol-related Fatalities	6	3	8
Total Speed-related Crashes	53	46	51
Total Speed-related Serious Injuries	58	22	20
Total Speed-related Fatalities	0	1	0

The data above represents: County ☒ City/Town ☐



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

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

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

	2018	2017	2016
Total Contacts (Traffic Stops)	3064	2698	2257
Total Sober Designated Drivers Contacted	138	75	0
Total Know Your Limit Contacts	88	6	
TOTAL DUI ARRESTS	79	61	88
Total DUI Aggravated	15	5	0
Total DUI Misdemeanor	48	29	39
Total DUI Extreme (.15 or Above)	6	9	20
Under 21 DUI Citations	0	1	0
Average BAC			
Minor Consumption / Possession Citations	5	13	21
Total DUI Drug Arrests	5	4	8
30-Day Vehicle Impounds	48	14	
Seat Belt Citations	18	14	18
Child Restraint Citations	18	2	8
Criminal Speed Citations	42	68	63
Reckless Driving Citations	7	7	3
Civil Speed Citations	462	321	302
Other Citations (except speed)	1234	741	839
Other Arrests	1026	294	
Participating Officer/Deputies (Cumulative)	658	736	612



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

SECTION B-2: Problem Identification

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

Reducing the number of impaired driving collision injuries and fatalities by increasing DUI enforcement requires a large number of experienced and motivated personnel with the ability for overtime funding. Thanks to FFY19 GOHS Overtime funding the number of DUI arrests went from 61 in 2017 to 79 in 2018 (increase of 30%). The increase was mainly seen in DUI aggravated and DUI Misdemeanor Arrests.

Gila County is experiencing under-staffing with 44 sworn deputies (of 51 positions) in 2019 and a high Call Volume per deputy. Conclusion: Less deputies to do more work and limited Overtime funding, this takes away from DUI Enforcement.

High Call Volume is caused by:

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

GCSO experiences limited Overtime Funding due to budget constraints and a low tax base. The sparse population (11.3 individuals per square mile) has a small tax base therefore limiting resources. GCSO has a large area to patrol with 765 miles of county maintained paved and unpaved roads, highways (U.S 60, U.S 70), State Routes (S.R 77, S.R 87, S.R 188 and S.R 260) as well as multiple Forest Service Roads. In 2018 Gila County Sheriff's Office Fleet vehicles drove 797,633 miles.

The terrain is comprised of both high deserts, remote and rugged mountain landscape. Gila County (4,796 square miles) also has three tribal reservations, the San Carlos Apache, Tonto Apache and White Mountain Apache. These reservations encompass approximately 37% of the land mass.

GCSO is very appreciative of past support and funding from the Governor's Office of Highway Safety towards a DUI van and overtime funding for DUI Enforcement. The awarding of grant monies from GOHS for Overtime for FFY20 would allow GCSO to enhance and further their effort to make our streets and communities as safe as possible. Overtime funds will be used for DUI deployments of two officers in weekend and Holiday details and will allow us to make additional DUI arrests, increase our traffic stops, and checks for impaired drivers.



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

SECTION C: Goals and Objectives – IMPAIRED DRIVING

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

Agency Goals:

To decrease the number of impaired driving-related crashes 15 % from 59 during calendar year 2017 to 50 by December 31, 2020.

To decrease fatalities in impaired driving-related crashes 100 % from 6 in calendar year 2017 to 0 by December 31, 2020.

To decrease serious injuries in impaired driving-related crashes 15 % from 35 in calendar year 2017 to 30 by December 31, 2020.

Contract Objectives:

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2020.

To participate in a minimum of 1 DUI task force operations per quarter during FFY 2020.

Additional Contract Objectives:

In addition to the required goals and objectives, create two additional contract objectives that your agency can achieve by the end of FFY 2020.

To increase the number of DUI arrests 25% from 79 during calendar year 2018 to 99 by December 31, 2020.

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



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

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

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

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

1st Quarter: 10/01/2019 - 12/31/2019

Estimated 1st Quarter Expenditures: \$ 16,832

For DUI Enforcement: From 8 pm to 6 am, two deputies (1 in Northern District, 1 in Southern District) will be stationed at different High Risk locations on the following dates for a total of 320 hours:

10/25/19, 10/26/19, 10/31/19, Halloween, 60 hours total

11/9/19 to 11/11/19, Veterans' Day, 60 hours total

11/28/19 to 12/1/19, Thanksgiving, 80 hours total

12/20/19, 12/21/19, 12/25/19, December Detail, 60 hours total

12/27/19 to 12/28/19, 12/31/19, New Year, 60 hours total

A GCSO Officer will reach out to Globe High School in an effort to prevent impaired driving by explaining the effects of drugs and alcohol in traffic.

2nd Quarter: 01/01/2020 - 03/31/2020

Estimated 2nd Quarter Expenditures: \$ 11,803

For DUI Enforcement: From 8 pm to 6 am, two deputies (1 in Northern District, 1 in Southern District) will be stationed at different High Risk locations on the following dates for a total of 220 hours:

1/1/20, New Year, 20 hours total

1/19/20, 1/20/20, Martin Luther King Day, 40 hours total

1/31/20, 2/1/20 to 2/2/20, Super Bowl, 60 hours total

2/14/20, Valentine's Day, 20 hours total

2/17/20, Presidents' Day, 20 hours total

3/13/20, 3/14/20, 3/17/20, St Patrick's Day, 60 hours total

A GCSO Officer will reach out to Payson High School in an effort to prevent impaired driving by explaining the effects of drugs and alcohol in traffic.



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

SECTION D: Project Strategies and Activities (Continued)

3rd Quarter: 04/01/2020 - 06/30/2020

Estimated 3rd Quarter Expenditures: \$ 13,949

For DUI Enforcement: From 8 pm to 6 am, two deputies (1 in Northern District, 1 in Southern District) will be stationed at different High Risk locations on the following dates for a total of 260 hours:

4/10/20 to 4/12/20, Easter, 60 hours total

5/1/20, 5/2/20, to 5/5/20, Cinco de Mayo, 60 hours total

5/22/20 to 5/25/20, Memorial Day, 80 hours total

6/19/20 to 6/21/20, June Detail, 60 hours total

A GCSO Officer will reach out to Young High School and San Carlos High School in an effort to prevent impaired driving by explaining the effects of drugs and alcohol in traffic.

4th Quarter: 07/01/2020 - 09/30/2020

Estimated 4th Quarter Expenditures: \$ 12,039

For DUI Enforcement: From 8 pm to 6 am, two deputies (1 in Northern District, 1 in Southern District) will be stationed at different High Risk locations on the following dates for a total of 220 hours:

7/2/20 to 7/5/20, Independence Day, 80 hours total

8/7/20 to 8/9/20, August Detail, 60 hours total

9/4/20 and 9/7/20, Labor Day, 80 hours total

A GCSO Officer will reach out to Hayden High School and Miami High School in an effort to prevent impaired driving by explaining the effects of drugs and alcohol in traffic.



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

SECTION E: Detailed Project Budget

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

Personnel Services

Description:

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

Personnel Services:

**Employee Related
Expenses:**

Description	Requested Amount	Overtime Amount	ERE Amount	ERE %
DUI Enforcement Overtime	54,623	39,017	15,606	40.00%
				0.00%
				0.00%
				0.00%
				0.00%

Total: \$ 54,623 \$ 39,017 \$ 15,606



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

Professional & Outside Services

Description:

Professional & Outside Services:

Description	Requested Amount

Total:



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

Travel
In-state & Out-of-State

Description:

Travel:

Description	Transport	Lodging	Per Diem	Misc.	Amount

Total:



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

Materials & Supplies

Description:

Materials & Supplies: Designated for items with a per unit cost less than \$5,000.00.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:



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

Capital Outlay

Description:

Capital Outlay: Designated for any equipment with a per unit cost of \$5,000.00 or more without accessories, tax, or shipping. All other items should be placed in Materials & Supplies.

NOTE: It is the Agency's responsibility to confirm the equipment is Buy America compliant. A letter from the manufacturer may be required.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:



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

Total Estimated Costs

Description	Requested Amount
Personnel Services	\$ 39,017
Employee Related Expenses	\$ 15,606
Professional & Outside Services	\$ 0
Travel	\$ 0
Materials & Supplies	\$ 0
Capital Outlay	\$ 0
Total:	\$ 54,623

ERE: 40.00%

SECTION F: Additional Proposal Information

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

White, Sarah A

From: Mellema, Lieneke
Sent: Wednesday, March 13, 2019 3:58 PM
To: 'Grants@azgohs.gov'
Cc: White, Sarah A; Shepherd, Adam
Subject: Gila County Sheriff's Office - AL Request FFY 2020, PT#1 Request FFY 2020, PT#2 Request FFY 2020
Attachments: FFY 2020 GOHS Proposal - AL DUI Enforcement.pdf; FFY 2020 GOHS Proposal - PT#1 Speed Enforcement Overtime.pdf; FFY 2020 GOHS Proposal - PT#2 Unmarked Vehicle.pdf; PT#2 - Unmarked Vehicle Cost Estimate.pdf; FFY20 GOHS Grant Proposal Cover Letter Gila County.pdf; GilaCountyJune30_2016AnnualFinancialAndSingleAuditReports.pdf

Good afternoon Director Gutier,

The Gila County Sheriff's Office would like to respectfully submit (3) 2020 GOHS Grant Applications to you for the total amount of \$114,423.00:

1. Impaired Driving (AL) – Overtime funding for DUI Enforcement in the amount of \$54,623.00
2. Police Traffic Services/ Speed Control (PT#1) – Overtime funding for Speed Enforcement in the amount of \$27,312.00
3. Police Traffic Services/ Speed Control (PT#2) – Unmarked Vehicle in the amount of \$32,488.00.

The Grant Applications were submitted to your office on March 13th, 2019.

GCSO is very appreciative of past support and funding from the Governor's Office of Highway Safety. The awarding of grant monies from GOHS would allow GCSO to enhance and further their effort to make our streets and communities as safe as possible.

The Gila County Board of Supervisors' next regularly scheduled meeting is April 2nd, 2019. We will provide the resolution to your office once it is signed and certified.

Attached is a copy of the most recent independent audit for Gila County (FY16). We are working with the Office of the Auditor General (OAG) to get completely caught up on our financial statement and single (A-133) audits. We will forward you these as soon as they become available.

Thank you for your time and consideration upon reviewing our grant applications. If you require any further information, please feel free to contact me.

Lieneke Mellema
Accounting Clerk Specialist
Gila County Sheriff's Office
Globe, AZ
lmellema@gilacountyaz.gov

ARF-5392

Regular Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: 2020

Budgeted?: Yes

Contract Dates October 1, 2019

Grant?: Yes

Begin & End: through September 30,
2020

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Arizona Governor's Office of Highway Safety FFY 2020 Speed Enforcement Vehicle Grant Application.

Background Information

The Gila County Sheriff's Office is working with limited resources and budget constraints. In order for the Sheriff's Office to have an unmarked speed enforcement vehicle; grant funding is needed. Due to the short notice to submit a grant application, the Gila County Sheriff's Office electronically submitted the FFY (federal fiscal year) 2020 GOHS (Governor's Office of Highway Safety) Speed Enforcement Vehicle Grant Application on March 13, 2019.

Evaluation

If a grant is awarded to the Gila County Sheriff's Office, the funding will be utilized for a Dodge Charger SXT Plus RWD or equivalent vehicle to enhance the speed and DUI/impaired driving enforcement throughout Gila County.

Conclusion

The Gila County Sheriff's Office is requesting assistance from the GOHS Police Traffic Services (PTS) funding in the amount of \$32,488 to enhance speed and DUI/impaired driving enforcement throughout Gila County.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the electronic submission of a grant application to the Governor's Office of Highway Safety on March 13, 2019, in the amount of \$32,488 for a performance period of October 1, 2019, through September 30, 2020.

Suggested Motion

Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a FFY 2020 Speed Enforcement Vehicle Grant Application in the amount of \$32,488 submitted to the Arizona Governor's Office of Highway Safety. **(Mike Johnson)**

Attachments

Cover Letter

Grant Application

Vehicle Quote

Email of electronic submission

Johnny Sanchez – Chief Deputy
Travis Baxley – Task Force Commander
Sarah White – Chief Administrative Officer
Tim Scott – Lt. Northern District
Virgil Dodd – Lt. Southern District



Mike Johnson - Undersheriff
Justin Solberg – Jail Commander
William Carlson – Lieutenant
Erich Kenney- Lieutenant
Jared Osborn - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

March 13, 2019

Director Alberto Gutier
Governor's Office of Highway Safety
1700 West Washington Street
Executive Tower, Suite 430
Phoenix, Arizona 85007

Director Gutier,

The Gila County Sheriff's Office would like to respectfully submit (3) 2020 GOHS Grant Applications to you for the total amount of \$114,423.00:

1. Impaired Driving (AL) – Overtime funding for DUI Enforcement in the amount of \$54,623.00
2. Police Traffic Services/ Speed Control (PT#1) – Overtime funding for Speed Enforcement in the amount of \$27,312.00
3. Police Traffic Services/ Speed Control (PT#2) – Unmarked Vehicle in the amount of \$32,488.00.

The Grant Applications were submitted to your office on March 13th, 2019.

GCSO is very appreciative of past support and funding from the Governor's Office of Highway Safety. The awarding of grant monies from GOHS would allow GCSO to enhance and further their effort to make our streets and communities as safe as possible.

The Gila County Board of Supervisors' next regularly scheduled meeting is April 2nd, 2019. We will provide the resolution to your office once it is signed and certified.

Thank you for your time and consideration upon reviewing our grant application. Please contact me if there are any further inquiries regarding our 2020 Governor's Office of Highway Safety Grant Applications.

Respectfully,

A handwritten signature in blue ink, appearing to read "J. Adam Shepherd".

Sheriff J. Adam Shepherd



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

Federal Fiscal Year: 2020

DUE DATE: March 15, 2019

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

SECTION A: Agency Application Information

Agency: Agency Name: Gila County Sheriff's Office
Address: 1100 South Street
City, State, Zip: Globe, AZ, 85501
Fax: (928) 425-5674
Phone: (928) 425-4449

Governmental Unit: Governmental Name: Gila County
Authorized Official
Name & Title: Tim R. Humphrey, Chairman Board of Supervisors
Address: PO Box 311
City, State, Zip: Globe, AZ, 85502

Project Director: Name & Title: Adam Shepherd, Sheriff
Address: 1100 South Street
City, State, Zip: Globe, AZ, 85501
Phone: (928) 425-4449
Email: ashepherd@gilacountyaz.gov

Project Admin: Name & Title: Michael Johnson, Undersheriff
Address: 1100 South Street
City, State, Zip: Globe, AZ, 85501
Phone: (928) 425-4449
Email: mjohnson@gilacountyaz.gov

Financial Contact: Name & Title: Sarah White, Chief Administrator
Address: 1100 South Street
City, State, Zip: Globe, AZ, 85501
Phone: (928) 425-4449
Email: sawwhite@gilacountyaz.gov

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



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

SECTION B-1: Agency Overview – LAW ENFORCEMENT PROJECTS

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

Project Title: FFY20 GOHS Unmarked Vehicle Grant

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

GCSO would like to reduce the number of traffic collision injuries and fatalities by increasing Speed and DUI Enforcement with the use of an unmarked vehicle. GCSO deputies will be able to better observe criminal violations and impaired drivers in order to remove speeding and impaired drivers from the road before they endanger themselves and the community.

Budget constraints and a low tax base have kept GCSO from purchasing an unmarked vehicle. The awarding of Overtime grant monies from GOHS in FFY19 allowed GCSO to enhance and further their effort to make our streets and communities as safe as possible. GCSO is requesting funding for an unmarked vehicle for FFY20 to continue and improve this effort.

Number of sworn officers: 44

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

Total Road Mileage: Highway 172 Local 593 Total 765

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

	2017	2016	2015
Total Crashes	812	795	844
Total Injury Crashes	259	253	258
Total Fatal Crashes	27	14	25
Total Alcohol-related Crashes	59	43	47
Total Alcohol-related Serious Injuries	35	24	40
Total Alcohol-related Fatalities	6	3	8
Total Speed-related Crashes	53	46	51
Total Speed-related Serious Injuries	58	22	20
Total Speed-related Fatalities	0	1	0

The data above represents: County ☒ City/Town ☐



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

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

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

	2018	2017	2016
Total Contacts (Traffic Stops)	3064	2698	2257
Total Sober Designated Drivers Contacted	138	75	0
Total Know Your Limit Contacts	88	6	
TOTAL DUI ARRESTS	79	61	88
Total DUI Aggravated	15	5	0
Total DUI Misdemeanor	48	29	39
Total DUI Extreme (.15 or Above)	6	9	20
Under 21 DUI Citations	0	1	0
Average BAC			
Minor Consumption / Possession Citations	5	13	21
Total DUI Drug Arrests	5	4	8
30-Day Vehicle Impounds	48	14	
Seat Belt Citations	18	14	18
Child Restraint Citations	18	2	8
Criminal Speed Citations	42	68	63
Reckless Driving Citations	7	7	3
Civil Speed Citations	462	321	302
Other Citations (except speed)	1234	741	839
Other Arrests	1026	294	
Participating Officer/Deputies (Cumulative)	658	736	612



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

SECTION B-2: Problem Identification

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

When law enforcement is unnoticed, many drivers are inclined to drive aggressively and speed. In an unmarked vehicle GCSO deputies will be able to deter aggressive driving and speeding by being able to better observe criminal violations in order to remove speeding and impaired drivers from the road before they endanger themselves and the community. An unmarked vehicle will enhance our effort to reduce the number of speeding and impaired driving collision injuries and fatalities.

Budget constraints and a low tax base have kept GCSO from purchasing an unmarked vehicle. The sparse population (11.3 individuals per square mile) has a small tax base therefore limiting resources. GCSO has a large area to patrol with 765 miles of county maintained paved and unpaved roads, highways (U.S 60, U.S 70), State Routes (S.R 77, S.R 87, S.R 188 and S.R 260) as well as multiple Forest Service Roads. In 2018 Gila County Sheriff's Office Fleet vehicles drove 797,633 miles.

The terrain is comprised of both high deserts, remote and rugged mountain landscape. Gila County (4,796 square miles) also has three tribal reservations, the San Carlos Apache, Tonto Apache and White Mountain Apache. These reservations encompass approximately 37% of the land mass.

Gila County is also experiencing under-staffing with 44 sworn deputies (of 51 positions) and a high Call Volume per deputy. High Call Volume is caused by:

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

To make Speed and DUI Enforcement efforts as efficient as possible GCSO is requesting funding of an unmarked vehicle.

GCSO is very appreciative of past support and funding from the Governor's Office of Highway Safety towards a DUI van and overtime funding for Speed and DUI Enforcement. The awarding of grant monies from GOHS for an unmarked vehicle for FFY20 would allow GCSO to enhance and further their effort to make our streets and communities as safe as possible. The unmarked vehicle will be used in combination with other grant funds for Speed and DUI deployments in weekend and Holiday details. It will allow us to make additional Speed and DUI arrests, increase our traffic stops, and checks for speeding and impaired drivers.



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

SECTION C: Goals and Objectives – Police Traffic Services

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

Agency Goals:

To decrease the number of speeding-related crashes 20 % from 53 during calendar year 2017 to 42 by December 31, 2020

To decrease fatalities in speeding-related crashes 0 % from 0 in calendar year 2017 to 0 by December 31, 2020.

To decrease serious injuries in speeding-related crashes 25 % from 58 in calendar year 2017 to 44 by December 31, 2020.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 15 % from 511 during Calendar Year 2018 to 588 during FFY 2020.

Conduct targeted speed enforcement efforts a minimum of 1 times per month during FFY 2020.

Additional Contract Objectives:

In addition to the required goals and objectives, create two additional contract objectives that your Agency can achieve by the end of FFY 2020.

Participate with local agencies to conduct (1) multi-agency saturation patrol a month for Speed and DUI enforcement.

To increase the number of citations in the Town of Star Valley 10% from 149 during calendar year 2018 to 164 during FFY 2020.



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

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

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

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

1st Quarter: 10/01/2019 - 12/31/2019

Estimated 1st Quarter Expenditures: \$ 32,488

Purchase of unmarked vehicle following the Gila County Procurement process.
Participate with local agencies to conduct (3) multi-agency saturation patrols for Speed and DUI enforcement.

2nd Quarter: 01/01/2020 - 03/31/2020

Estimated 2nd Quarter Expenditures:

Participate with local agencies to conduct (3) multi-agency saturation patrols for Speed and DUI enforcement.



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

SECTION D: Project Strategies and Activities (Continued)

3rd Quarter: 04/01/2020 - 06/30/2020

Estimated 3rd Quarter Expenditures:

Participate with local agencies to conduct (3) multi-agency saturation patrols for Speed and DUI enforcement.

4th Quarter: 07/01/2020 - 09/30/2020

Estimated 4th Quarter Expenditures:

Participate with local agencies to conduct (3) multi-agency saturation patrols for Speed and DUI enforcement.



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

SECTION E: Detailed Project Budget

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

Personnel Services

Description:

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

Total:



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

Professional & Outside Services

Description:

Professional & Outside Services:

Description	Requested Amount

Total:



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

Travel
In-state & Out-of-State

Description:

Travel:

Description	Transport	Lodging	Per Diem	Misc.	Amount

Total:



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

Materials & Supplies

Description:

Materials & Supplies: Designated for items with a per unit cost less than \$5,000.00.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:



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

Capital Outlay

Description:

2018 Dodge Charger SXT Plus with a 3.6L V6 24V VVT Engine with an 8 speed automatic transmission. This unmarked vehicle will be used for speed enforcement, as well as DUI enforcement. Uniformed Sheriff deputies will use this unmarked vehicle to help reduce traffic fatalities, accidents and lower speeds in dangerous speeding areas.

Capital Outlay: Designated for any equipment with a per unit cost of \$5,000.00 or more without accessories, tax, or shipping. All other items should be placed in Materials & Supplies.

NOTE: It is the Agency's responsibility to confirm the equipment is Buy America compliant. A letter from the manufacturer may be required.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount
2018 Dodge Charger SXT Plus RWD	1	29,000	3,488		32,488

Total: \$ 32,488



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

Total Estimated Costs

Description	Requested Amount
Personnel Services	\$ 0
Employee Related Expenses	\$ 0
Professional & Outside Services	\$ 0
Travel	\$ 0
Materials & Supplies	\$ 0
Capital Outlay	\$ 32,488
Total:	\$ 32,488

ERE: 0.00%

SECTION F: Additional Proposal Information

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

Horne Dodge Chrysler Jeep Nissan
2046 E. Hwy 60
Globe, AZ 85501
(928)425-3500
February 14, 2019

mjohnson@gilacountyaz.gov

You recently requested pricing information from Horne Dodge Chrysler Jeep Nissan. Here is your quote for a **2018 Dodge Charger SXT Plus RWD**

Type of Vehicle	STK #	Price
2018 Dodge Charger SXT Plus RWD	NIS	\$33,130.00
Horne Discount		-\$1,130.00
Horne Price		\$32,000.00
Manufacturer's Rebate		\$3,000.00
	Subtotal	\$29,000.00
Tax, Title, License, and Fees		\$3,487.75
	Total	\$32,487.75

We thank you for this opportunity to earn your business. Your 2018 Dodge Charger SXT Plus RWD arrives in a TorRed Clear Coat. It features a refined 3.6L V6 24V VVT Engine and is matched by a smooth shifting 8 speed automatic transmission.

Sincerely,

Kevin Long

Joseph Hammer

Internet Manager
Horne Dodge Chrysler Jeep Nissan
jhammer@horedodge.com
928-425-3500
925-425-9758 fax

2018
SXT PLUS



MSRP* STARTING AT
\$30,495

NET PRICE
\$30,640 ⓘ

MONTHLY: BUY **LEASE**
\$391 for 48 mo. ⓘ

Model Highlights

- Uconnect® 4C with an 8.4-Inch Touchscreen, Apple CarPlay® Support ⓘ and Android Auto™ ⓘ
- SiriusXM® Satellite Radio ⓘ
- LED Fog Lamps
- Heated Front Seats

[More](#)

[View all Standard Features](#) >

 **292**
HORSEPOWER (HP)

 **AUTOMATIC 8
SPEED**
TRANSMISSION

 **5 MAX**
SEATING

 **19/30** ⓘ
MPG CITY/HWY

BUILD



White, Sarah A

From: Mellema, Lieneke
Sent: Wednesday, March 13, 2019 3:58 PM
To: 'Grants@azgohs.gov'
Cc: White, Sarah A; Shepherd, Adam
Subject: Gila County Sheriff's Office - AL Request FFY 2020, PT#1 Request FFY 2020, PT#2 Request FFY 2020
Attachments: FFY 2020 GOHS Proposal - AL DUI Enforcement.pdf; FFY 2020 GOHS Proposal - PT#1 Speed Enforcement Overtime.pdf; FFY 2020 GOHS Proposal - PT#2 Unmarked Vehicle.pdf; PT#2 - Unmarked Vehicle Cost Estimate.pdf; FFY20 GOHS Grant Proposal Cover Letter Gila County.pdf; GilaCountyJune30_2016AnnualFinancialAndSingleAuditReports.pdf

Good afternoon Director Gutier,

The Gila County Sheriff's Office would like to respectfully submit (3) 2020 GOHS Grant Applications to you for the total amount of \$114,423.00:

1. Impaired Driving (AL) – Overtime funding for DUI Enforcement in the amount of \$54,623.00
2. Police Traffic Services/ Speed Control (PT#1) – Overtime funding for Speed Enforcement in the amount of \$27,312.00
3. Police Traffic Services/ Speed Control (PT#2) – Unmarked Vehicle in the amount of \$32,488.00.

The Grant Applications were submitted to your office on March 13th, 2019.

GCSO is very appreciative of past support and funding from the Governor's Office of Highway Safety. The awarding of grant monies from GOHS would allow GCSO to enhance and further their effort to make our streets and communities as safe as possible.

The Gila County Board of Supervisors' next regularly scheduled meeting is April 2nd, 2019. We will provide the resolution to your office once it is signed and certified.

Attached is a copy of the most recent independent audit for Gila County (FY16). We are working with the Office of the Auditor General (OAG) to get completely caught up on our financial statement and single (A-133) audits. We will forward you these as soon as they become available.

Thank you for your time and consideration upon reviewing our grant applications. If you require any further information, please feel free to contact me.

Lieneke Mellema
Accounting Clerk Specialist
Gila County Sheriff's Office
Globe, AZ
lmellema@gilacountyaz.gov

ARF-5391

Regular Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: 2020

Budgeted?: Yes

Contract Dates October 1, 2019

Grant?: Yes

Begin & End: through September 30,
2020

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Arizona Governor's Office of Highway Safety FFY 2020 Speed Enforcement Overtime Grant Application.

Background Information

The Gila County Sheriff's Office is working with a limited overtime budget and short staffing. In order for the Sheriff's Deputies to participate in speed enforcement details, overtime funding is needed. Due to the short notice to submit a grant application, the Gila County Sheriff's Office electronically submitted the FFY (federal fiscal year) 2020 GOHS (Governor's Office of Highway Safety) Speed Enforcement Overtime Grant Application on March 13, 2019.

Evaluation

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

Conclusion

The Gila County Sheriff's Office is requesting assistance from the GOHS overtime funding in the amount of \$27,312 of which \$19,508 is personnel and \$7,804 is ERE to enhance speed enforcement throughout Gila County.

Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the electronic submission of a grant application to the Governor's Office of Highway Safety on March 13, 2019, in the amount of \$27,312 for a performance period of October 1, 2019, through September 30, 2020.

Suggested Motion

Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a FFY 2020 Speed Enforcement Overtime Grant Application in the amount of \$27,312 submitted to the Arizona Governor's Office of Highway Safety; adopt Resolution No. 19-04-02; and authorize the Chairman's signature on the Resolution Certification of which the Resolution and Resolution Certification are a component of the Grant Application. **(Mike Johnson)**

Attachments

Resolution No. 19-04-02

Certification

Grant Application

Cover Letter

Email of electronic submission



RESOLUTION NO. 19-04-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, PERTAINING TO THE SUBMISSION OF PROJECTS FOR CONSIDERATION IN ARIZONA'S 2020 FFY HIGHWAY SAFETY PLAN.

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

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

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

1. THAT approval of the submission of projects for consideration in Arizona's 2020 FFY Highway Safety Plan is granted.
2. THAT Sheriff J. Adam Shepherd is appointed agent for Gila County to conduct all negotiations and to execute and submit all documents and any other necessary or desirable instruments in connection with such grant.

PASSED AND ADOPTED by the Board of Supervisors of Gila County, Arizona, this 16th day of April 2019.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Tim R. Humphrey, Chairman

Approved as to form:

The Gila County Attorney's Office



CERTIFICATION

I HEREBY CERTIFY that the foregoing Resolution Number 19-04-02 was duly passed and adopted by the Board of Supervisors of Gila County, Arizona, at a regular meeting held on the 16th day of April 2019, and that a quorum was present at the meeting.

Marian Sheppard, Clerk of the Board

Tim R. Humphrey, Chairman

Approved as to form:

The Gila County Attorney's Office



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

Federal Fiscal Year: 2020

DUE DATE: March 15, 2019

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

SECTION A: Agency Application Information

Agency:
Agency Name: Gila County Sheriff's Office
Address: 1100 South Street
City, State, Zip: Globe, AZ, 85501
Fax: (928) 425-5674
Phone: (928) 425-4449

Governmental Unit:
Governmental Name: Gila County
Authorized Official
Name & Title: Tim R. Humphrey, Chairman Board of Supervisors
Address: PO Box 311
City, State, Zip: Globe, AZ, 85502

Project Director:
Name & Title: Adam Shepherd, Sheriff
Address: 1100 South Street
City, State, Zip: Globe, AZ, 85501
Phone: (928) 425-4449
Email: ashepherd@gilacountyaz.gov

Project Admin:
Name & Title: Michael Johnson, Undersheriff
Address: 1100 South Street
City, State, Zip: Globe, AZ, 85501
Phone: (928) 425-4449
Email: mjohnson@gilacountyaz.gov

Financial Contact:
Name & Title: Sarah White, Chief Administrator
Address: 1100 South Street
City, State, Zip: Globe, AZ, 85501
Phone: (928) 425-4449
Email: sawhite@gilacountyaz.gov

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



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

SECTION B-1: Agency Overview – LAW ENFORCEMENT PROJECTS

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

Project Title: FFY20 GOHS Speed Enforcement Overtime Grant

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

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

Due to Budget constraints and a low tax base Patrol Overtime Funding is limited. The awarding of Overtime grant monies from GOHS in FFY19 allowed GCSO to enhance and further their effort to make our streets and communities as safe as possible. GCSO is requesting similar funding for FFY20 to continue this effort.

Number of sworn officers: 44

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

Total Road Mileage: Highway 172 Local 593 Total 765

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

	2017	2016	2015
Total Crashes	812	795	844
Total Injury Crashes	259	253	258
Total Fatal Crashes	27	14	25
Total Alcohol-related Crashes	59	43	47
Total Alcohol-related Serious Injuries	35	24	40
Total Alcohol-related Fatalities	6	3	8
Total Speed-related Crashes	53	46	51
Total Speed-related Serious Injuries	58	22	20
Total Speed-related Fatalities	0	1	0

The data above represents: County ☒ City/Town ☐



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

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

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

	2018	2017	2016
Total Contacts (Traffic Stops)	3064	2698	2257
Total Sober Designated Drivers Contacted	138	75	0
Total Know Your Limit Contacts	88	6	
TOTAL DUI ARRESTS	79	61	88
Total DUI Aggravated	15	5	0
Total DUI Misdemeanor	48	29	39
Total DUI Extreme (.15 or Above)	6	9	20
Under 21 DUI Citations	0	1	0
Average BAC			
Minor Consumption / Possession Citations	5	13	21
Total DUI Drug Arrests	5	4	8
30-Day Vehicle Impounds	48	14	
Seat Belt Citations	18	14	18
Child Restraint Citations	18	2	8
Criminal Speed Citations	42	68	63
Reckless Driving Citations	7	7	3
Civil Speed Citations	462	321	302
Other Citations (except speed)	1234	741	839
Other Arrests	1026	294	
Participating Officer/Deputies (Cumulative)	658	736	612



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

SECTION B-2: Problem Identification

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

Reducing the number of speeding collision injuries and fatalities by increasing speeding enforcement requires a large number of experienced and motivated personnel with the ability for overtime funding. Without Overtime funding a continued high call volume per deputy and budget constraints are taking away from speeding Enforcement.

Gila County is experiencing under-staffing with 44 sworn deputies (of 51 positions) and a high Call Volume per deputy. High Call Volume is caused by:

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

GCSO experiences limited Overtime Funding due to budget constraints and a low tax base. The sparse population (11.3 individuals per square mile) has a small tax base therefore limiting resources. GCSO has a large area to patrol with 765 miles of county maintained paved and unpaved roads, highways (U.S 60, U.S 70), State Routes (S.R 77, S.R 87, S.R 188 and S.R 260) as well as multiple Forest Service Roads. In 2018 Gila County Sheriff's Office Fleet vehicles drove 797,633 miles.

The terrain is comprised of both high deserts, remote and rugged mountain landscape. Gila County (4,796 square miles) also has three tribal reservations, the San Carlos Apache, Tonto Apache and White Mountain Apache. These reservations encompass approximately 37% of the land mass.

With the use of GOHS funded radars and FFY19 Overtime Funding GCSO was able to increase the number of civil speed citations from 321 in 2017 to 462 in 2018 (increase of 44%).

GCSO is very appreciative of past support and funding from the Governor's Office of Highway Safety towards radars and overtime funding for Speed Enforcement . The awarding of grant monies from GOHS for Overtime for FFY20 would allow GCSO to enhance and further their effort to make our streets and communities as safe as possible. Overtime funds will be used for speed deployments of one officer in weekend and Holiday details and will allow us to make additional speed citations, increase our traffic stops, and checks for speeding drivers.



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

SECTION C: Goals and Objectives – Police Traffic Services

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

Agency Goals:

To decrease the number of speeding-related crashes 15 % from 53 during calendar year 2017 to 45 by December 31, 2020

To decrease fatalities in speeding-related crashes 0 % from 0 in calendar year 2017 to 0 by December 31, 2020.

To decrease serious injuries in speeding-related crashes 25 % from 58 in calendar year 2017 to 44 by December 31, 2020.

Contract Objectives:

To increase the number of speeding and aggressive driving citations 10 % from 511 during Calendar Year 2018 to 562 during FFY 2020.

Conduct targeted speed enforcement efforts a minimum of 1 times per month during FFY 2020.

Additional Contract Objectives:

In addition to the required goals and objectives, create two additional contract objectives that your Agency can achieve by the end of FFY 2020.

Use speed reminder signs and a display trailer (if available) in Star Valley to collect speeding data.

Use GCSO Posse members in patrol cars to remind the public that enforcement is present and to increase the actual and perceived risk of detection among the driving public.



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

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

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

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

1st Quarter: 10/01/2019 - 12/31/2019

Estimated 1st Quarter Expenditures: \$ 8,416

For Speed Enforcement: One deputy will be stationed at different High Risk locations on the following dates for a total of 160 hours:

10/25/19, 10/26/19 to 10/31/19, Halloween, 30 hours total

11/9/19 to 11/11/19, Veterans' Day, 30 hours total

11/28/19 to 12/1/19, Thanksgiving, 40 hours total

12/20/19, 12/21/19, 12/25/19, December Detail, 30 hours total

12/27/19, 12/28/19, 12/31/19, New Year, 30 hours total

A GCSO Posse member will be used in an effort to remind the public that enforcement is present and to increase the actual and perceived risk of detection among the driving public.

2nd Quarter: 01/01/2020 - 03/31/2020

Estimated 2nd Quarter Expenditures: \$ 5,902

For Speed Enforcement: One deputy will be stationed at different High Risk locations on the following dates for a total of 110 hours:

1/1/20, New Year, 10 hours total

1/19/20, 1/20/20, Martin Luther King Day, 20 hours total

1/31/20 to 2/2/20, Super Bowl, 30 hours total

2/14/20, Valentine's Day, 10 hours total

2/17/20, Presidents' Day, 10 hours total

3/13/20, 3/14/20, 3/17/20, St Patrick's Day, 30 hours total

A GCSO Posse member will be used in an effort to remind the public that enforcement is present and to increase the actual and perceived risk of detection among the driving public.



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

SECTION D: Project Strategies and Activities (Continued)

3rd Quarter: 04/01/2020 - 06/30/2020

Estimated 3rd Quarter Expenditures: \$ 6,975

For Speed Enforcement: One deputy will be stationed at different High Risk locations on the following dates for a total of 130 hours:

4/10/20 to 4/12/20, Easter, 30 hours total

5/1/20, 5/2/20, 5/5/20, Cinco de Mayo, 30 hours total

5/22/20 to 5/25/20, Memorial Day, 40 hours total

6/19/20 to 6/21/20, June Detail, 30 hours total

A GCSO Posse member will be used in an effort to remind the public that enforcement is present and to increase the actual and perceived risk of detection among the driving public.

4th Quarter: 07/01/2020 - 09/30/2020

Estimated 4th Quarter Expenditures: \$ 6,020

For Speed Enforcement: One deputy will be stationed at different High Risk locations on the following dates for a total of 110 hours:

7/2/20 to 7/5/20, Independence Day, 40 hours total

8/7/20 to 8/9/20, August Detail, 30 hours total

9/4/20 and 9/7/20, Labor Day, 40 hours total

A GCSO Posse member will be used in an effort to remind the public that enforcement is present and to increase the actual and perceived risk of detection among the driving public.



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

SECTION E: Detailed Project Budget

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

Personnel Services

Description:

For Speed Enforcement: One deputy will be deployed 10 hours per day during (51) weekend and Holiday details for a total of 510 hours.

Personnel Services:

**Employee Related
Expenses:**

Description	Requested Amount	Overtime Amount	ERE Amount	ERE %
Speed Enforcement Overtime	27,312	19,508	7,804	40.00%
				0.00%
				0.00%
				0.00%
				0.00%

Total: \$ 27,312 \$ 19,508 \$ 7,804



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

Professional & Outside Services

Description:

Professional & Outside Services:

Description	Requested Amount

Total:



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

Travel
In-state & Out-of-State

Description:

Travel:

Description	Transport	Lodging	Per Diem	Misc.	Amount

Total:



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

Materials & Supplies

Description:

Materials & Supplies: Designated for items with a per unit cost less than \$5,000.00.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:



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

Capital Outlay

Description:

Capital Outlay: Designated for any equipment with a per unit cost of \$5,000.00 or more without accessories, tax, or shipping. All other items should be placed in Materials & Supplies.

NOTE: It is the Agency's responsibility to confirm the equipment is Buy America compliant. A letter from the manufacturer may be required.

Description	Quantity	Price Per Unit	Tax	Shipping	Amount

Total:



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

Total Estimated Costs

Description	Requested Amount
Personnel Services	\$ 19,508
Employee Related Expenses	\$ 7,804
Professional & Outside Services	\$ 0
Travel	\$ 0
Materials & Supplies	\$ 0
Capital Outlay	\$ 0
Total:	\$ 27,312

ERE: 40.00%

SECTION F: Additional Proposal Information

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

Johnny Sanchez – Chief Deputy
Travis Baxley – Task Force Commander
Sarah White – Chief Administrative Officer
Tim Scott – Lt. Northern District
Virgil Dodd – Lt. Southern District



Mike Johnson - Undersheriff
Justin Solberg – Jail Commander
William Carlson – Lieutenant
Erich Kenney- Lieutenant
Jared Osborn - Lieutenant

Office of
Sheriff of Gila County
J. Adam Shepherd

March 13, 2019

Director Alberto Gutier
Governor's Office of Highway Safety
1700 West Washington Street
Executive Tower, Suite 430
Phoenix, Arizona 85007

Director Gutier,

The Gila County Sheriff's Office would like to respectfully submit (3) 2020 GOHS Grant Applications to you for the total amount of \$114,423.00:

1. Impaired Driving (AL) – Overtime funding for DUI Enforcement in the amount of \$54,623.00
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The Grant Applications were submitted to your office on March 13th, 2019.

GCSO is very appreciative of past support and funding from the Governor's Office of Highway Safety. The awarding of grant monies from GOHS would allow GCSO to enhance and further their effort to make our streets and communities as safe as possible.

The Gila County Board of Supervisors' next regularly scheduled meeting is April 2nd, 2019. We will provide the resolution to your office once it is signed and certified.

Thank you for your time and consideration upon reviewing our grant application. Please contact me if there are any further inquiries regarding our 2020 Governor's Office of Highway Safety Grant Applications.

Respectfully,

A handwritten signature in blue ink, appearing to read "J. Adam Shepherd".

Sheriff J. Adam Shepherd

White, Sarah A

From: Mellema, Lienneke
Sent: Wednesday, March 13, 2019 3:58 PM
To: 'Grants@azgohs.gov'
Cc: White, Sarah A; Shepherd, Adam
Subject: Gila County Sheriff's Office - AL Request FFY 2020, PT#1 Request FFY 2020, PT#2 Request FFY 2020
Attachments: FFY 2020 GOHS Proposal - AL DUI Enforcement.pdf; FFY 2020 GOHS Proposal - PT#1 Speed Enforcement Overtime.pdf; FFY 2020 GOHS Proposal - PT#2 Unmarked Vehicle.pdf; PT#2 - Unmarked Vehicle Cost Estimate.pdf; FFY20 GOHS Grant Proposal Cover Letter Gila County.pdf; GilaCountyJune30_2016AnnualFinancialAndSingleAuditReports.pdf

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The Gila County Board of Supervisors' next regularly scheduled meeting is April 2nd, 2019. We will provide the resolution to your office once it is signed and certified.

Attached is a copy of the most recent independent audit for Gila County (FY16). We are working with the Office of the Auditor General (OAG) to get completely caught up on our financial statement and single (A-133) audits. We will forward you these as soon as they become available.

Thank you for your time and consideration upon reviewing our grant applications. If you require any further information, please feel free to contact me.

Lienneke Mellema
Accounting Clerk Specialist
Gila County Sheriff's Office
Globe, AZ
lmellema@gilacountyaz.gov

ARF-5397

Regular Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: Mary Springer, Finance Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Information

Request/Subject

Authorization to Publish a Notice of Public Auction for Miscellaneous Surplus Vehicles.

Background Information

The County has the following miscellaneous surplus vehicles that need to be sold:

1982 Mack Water Truck (C-054), 1987 Kenworth Tractor (C-32), 1972 Fruehauf Tilt Trailer (C-34T), 1979 Clement Bottom-Dump Trailer (C-17T), 2004 Ford Explorer 4x4 (A-334), 2005 Ford Explorer 4x4 (A-335), 2001 Ford Taurus (A-339), 2004 Chevrolet Blazer 4x4 (B-012), 2003 Chevrolet Pickup 1/2T 4x4 (B-064), 2011 Ford E350 Van (C-022), 2006 Ford E350 Van (C-051), 1986 Chevrolet Van (C-088), 2005 Chrysler Pacifica (X-157), 2003 Chevrolet pickup 1/2T 4x4 (X-162), ???? Ezgo Workhorse SN A50092, 1986 Honda Trail 90 (ATC-2A), 1986 Honda Trail 90 (ATC-3A), 2006 Keystone Travel Trailer (C-76T), 2006 Keystone Travel Trailer (C-77T), 1984 Homemade Trailer AZ98576, ???? Cargo Trailer, Mil Surplus 5879, Check Cab Corp. Cargo Trailer, Mil Surplus 8455, 1975 Cargo Trailer, Mil Surplus 1622, 1987 Cat Generator (L-001), 1970 Agschoonma Portable Floodlight 2KW Mil Surplus B129-0170 (L-016), 1970 Stewart St Portable Floodlight 2KW Mil Surplus b129-119 (L-017), 1970 Warner; SWA Portable Floodlight 2KW Mil Surplus 112688 (L-018), 1970 Agschoonma Portable Floodlight 2KW Mil Surplus B129-0139 (L-019), 1995 Vermeer Brush Chipper (M-007), 1985 Libby Weld Generator Mil Surplus RZ42453 (L-14A), Libby Weld Generator Mil Surplus RZ42546 (L-020), 2005 Mercury Verado Outboard 1B192505(was on BO-6), 2005 Mercury Verado Outboard 1B192506(was on BO-7), Non-Expandable Shelter Mil Surplus 403, Misc. Outboard Lower Units Lot (2).

Evaluation

Pursuant to A.R.S. § 11-251(9), the Gila County Board of Supervisors may sell at public auction, after thirty days' previous notice given by publication in a newspaper of the County, any property belonging to the County that the Board deems unnecessary for use by the County.

All interested parties are invited to bid on the Miscellaneous Surplus Material. Award will be conveyed to the highest bidder.

Conclusion

The public auction notice will be published in the Wednesday, May 8, 2019 edition of the Arizona Silver Belt newspaper.

Recommendation

The County Manager recommends that the Board of Supervisors authorize the publication of a Notice of Public Auction for Miscellaneous Surplus Material in the Arizona Silver Belt newspaper.

Suggested Motion

Information/Discussion/Action to authorize the publication of a Notice of Public Auction for Miscellaneous Surplus Material in the Arizona Silver Belt newspaper on May 8, 2019. **(Amber Warden)**

Attachments

Gila County Public Vehicle Live Auction June 8 2019

Gila County Public Vehicle Live Auction

To be held in Globe Arizona on Saturday June 8, 2019 at 1001 W. Besich Blvd.

Preview 8:00 a.m. – 9:00 a.m.

Auction begins at 9:30 a.m.

The County has the following miscellaneous surplus vehicles:

1982 Mack Water Truck (C-054), 1987 Kenworth Tractor (C-32), 1972 Fruehauf Tilt Trailer (C-34T), 1979 Clement Bottom-Dump Trailer (C-17T), 2004 Ford Explorer 4x4 (A-334), 2005 Ford Explorer 4x4 (A-335), 2001 Ford Taurus (A-339), 2004 Chevrolet Blazer 4x4 (B-012), 2003 Chevrolet Pickup 1/2T 4x4 (B-064), 2011 Ford E350 Van (C-022), 2006 Ford E350 Van (C-051), 1986 Chevrolet Van (C-088), 2005 Chrysler Pacifica (X-157), 2003 Chevrolet pickup 1/2T 4x4 (X-162), ??? Ezgo Workhorse SN A50092, 1986 Honda Trail 90 (ATC-2A), 1986 Honda Trail 90 (ATC-3A), 2006 Keystone Travel Trailer (C-76T), 2006 Keystone Travel Trailer (C-77T), 1984 Homemade Trailer AZ98576, ??? Cargo Trailer, Mil Surplus 5879, Check Cab Corp. Cargo Trailer, Mil Surplus 8455, 1975 Cargo Trailer, Mil Surplus 1622, 1987 Cat Generator (L-001), 1970 Agschoonma Portable Floodlight 2KW Mil Surplus B129-0170 (L-016), 1970 Stewart St Portable Floodlight 2KW Mil Surplus b129-119 (L-017), 1970 Warner&SWA Portable Floodlight 2KW Mil Surplus 112688 (L-018), 1970 Agschoonma Portable Floodlight 2KW Mil Surplus B129-0139 (L-019), 1995 Vermeer Brush Chipper (M-007), 1985 Libby Weld Generator Mil Surplus RZ42453 (L-14A), Libby Weld Generator Mil Surplus RZ42546 (L-020), 2005 Mercury Verado Outboard 1B192505(was on BO-6), 2005 Mercury Verado Outboard 1B192506(was on BO-7), Non-Expandable Shelter Mil Surplus 403, Misc. Outboard Lower Units Lot (2)

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: Jacque Sanders, Deputy County Manager/Librarian

Submitted By: Kelly Riggs, Information Technology Director

Department: Deputy County Mgr/Library District

Division: Information Technology

Information

Request/Subject

Approval of an Intergovernmental Agreement (IGA) between Gila County and Maricopa County for co-location on Mt. Ord.

Background Information

This IGA will allow Gila County to co-locate existing and future equipment from the Gila County communications tower located on Mt. Ord to the adjacent Maricopa County communications tower. The existing Gila County tower is old and structurally no longer able to support the weight of the equipment it supports. A structural analysis of the tower was performed on May 17, 2017, by the engineering firm of Amec Foster Wheeler. They stated in a written report that the tower is not adequate to carry the prescribed wind loads for the structure, antennae and appurtenances, and that the only possible recommendation they could give is to replace the tower.

Evaluation

Based on the recommendation of the structural engineering firm, County personnel looked at two possible solutions. The first solution would be to replace the existing tower with a new tower. Estimates from a tower construction company put this cost for the County at about \$510,000. The second solution would be to co-locate existing County equipment from the current tower to a new Maricopa County tower adjacent to the structure. Maricopa County will allow Gila County to co-locate to the new tower with no recurring fee for a period of 10 years (renewable for 3 terms of 5 years each), as long as all work and maintenance is routed through Maricopa County personnel for review/approval and performed by a Maricopa County approved contractor. The cost estimate to co-locate to the Maricopa County tower is about \$290,000.

Conclusion

With a significant upfront cost savings, it is in the best interest of Gila County to take advantage of the IGA with Maricopa County. This will give Gila County the time it needs to prepare for the eventual construction of a new communications tower on Mt. Ord.

Recommendation

Information Technology staff recommend the approval of an IGA between Gila County and Maricopa County that will allow for Gila County equipment mounted on the County communications tower on Mt. Ord to be relocated to the adjacent Maricopa County communications tower.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement No. C-78-19-011-3-00 between Gila County and Maricopa County for the relocation of equipment from the Gila County communications tower located on Mt. Ord to the adjacent Maricopa County communications tower for a period of 10 years, renewable for up to 3 terms of 5 years each. **(Kelly Riggs)**

Attachments

Intergovernmental Agreement with Maricopa County

Tower Structure Report

Tower Cost Quotes

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
GILA COUNTY, AZ
AND
MARICOPA COUNTY, AZ**

**Maricopa County #C-78-19-011-3-00
G-30211**

This Intergovernmental Agreement ("IGA" or "Agreement") is entered into by and between Gila County, a political subdivision of the State of Arizona acting through its Board of Supervisors ("Gila County") and Maricopa County a political subdivision of the State of Arizona ("Maricopa County"). Gila County and Maricopa County shall be collectively referred to hereafter as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, Maricopa County and Gila County are authorized to enter into this Agreement by approval of their respective Boards of Supervisors pursuant to ARS § 11-952 et seq. and,

WHEREAS, Maricopa County owns a communication tower situated on top of Mt. Ord at the end of US Forest Service Road #626 with GPS coordinates 33 degrees 54.307 North 111 24.508 West ("Communication Tower"); and

WHEREAS, the Communication Tower is located on land leased to Maricopa County under that certain Communications Use Lease by and between the United States of America Department of Agriculture, acting through its Forest Service (MES811) dated June 15, 2011, as amended by that certain Special Use Authorization between the same parties which was fully executed on October 14, 2016 (together the "USFS Lease"). The USFS Lease grants Maricopa County the right to establish, operate and maintain a communication facility on the land described and depicted on Exhibit "A" which is attached hereto and made a part hereof ("Premises"); and

WHEREAS, Gila County owns, operates, and maintains a communication facility on land adjacent to the Premises which they occupy by virtue of that certain Communications Use Lease by and between the United States of America Department of Agriculture, acting through its Forest Service (MES102755) dated April 21, 1997; and

WHEREAS, the Parties desire by this Agreement to provide the terms and conditions

covering the installation, operation, and maintenance of the radio communication equipment and other Gila County personal property identified in Exhibit "B", which is attached hereto and incorporated herein by this reference ("Communication Equipment"), on the Premises and/or the Communication Tower.

NOW THEREFORE, in consideration of the mutual promises and undertakings of the Parties hereinafter set forth, it is hereby agreed as follows:

TERMS OF AGREEMENT

1. Purpose and Incorporation of Recitals. The purpose of this IGA is to set forth the terms and conditions covering the installation of Gila County's Communication Equipment onto the Communication Tower. The Recitals set forth above are hereby incorporated into this Agreement.
2. Term.
 - a) This Agreement shall become effective as of the date it is fully executed by the Parties and shall remain in full force and effect for a term of ten (10) years unless sooner terminated by either Party as provided for in this Agreement.
 - b) Upon mutual agreement of the Parties, the term of this Agreement may be renewed for up to three (3) periods of five (5) years each. If Gila County desires to renew the term of this Agreement, Gila County shall provide their renewal proposal in writing to Maricopa County a minimum of one hundred twenty (120) days in advance of the end of the current term.
3. Permitted Use. During the term of this Agreement and any renewals hereof, Maricopa County agrees to make the Communication Tower available for Gila County's installation, operation, and maintenance of the Communication Equipment to the fullest extent that is technically and legally feasible, pursuant to the terms of this Agreement.
4. Gila County Responsibilities. In consideration for the use of the Communication Tower, Gila County agrees as follows:
 - a) All components of the Communication Equipment described on Exhibit B shall be provided at the sole cost and expense of Gila County.
 - b) No Communication Equipment can be installed on the Communication Tower until Gila County provides, at its sole cost and expense, a Communication Equipment preliminary placement design to Maricopa County's for its review and approval. The Communication Equipment preliminary placement design shall, at a minimum, include:
 - (i) Preferred elevations of Communication Equipment; and

- (ii) Preferred location (i.e. leg of tower) of Communication Equipment denoted by type (i.e. make and model); and
 - (iii) No equipment placement between 95 and 130 feet on the Communication Tower in accordance with Maricopa County's USFS Lease.
- c) The Communication Tower may need to be upgraded to accommodate the Communication Equipment. Gila County shall, at its sole cost and expense, pay Maricopa County, in advance based on a Maricopa County-approved bid, for the one-time cost to analyze the Communication Tower and preliminary placement design to determine if the installation of Gila County's Communication Equipment will require upgrades, improvements, and/or retrofits to the Communication Tower.
- d) If the Communication Tower will require upgrades, improvements, and/or retrofits to accommodate the Communication Equipment, then Gila County shall, at its sole cost and expense, reimburse Maricopa County for the cost to design, permit, and construct the Communication Tower upgrades, improvements, and/or retrofits.
- e) Gila County shall also pay, at its sole cost and expense, for any studies, permitting, engineering design, and construction associated with the design and installation of the Communication Equipment.
- f) Gila County shall provide all studies and design plans to Maricopa County for review, comment, and approval in the manner set forth in Section 14 of this IGA before approval of final construction plans and Maricopa County, at its sole discretion, shall have the right to approve of the contractor Gila County proposes to conduct the installation of the Communication Equipment.
- g) Gila County shall contact the Manager of Maricopa County Wireless Systems a minimum of two (2) business days in advance, as set forth in Section 14 of this IGA, to coordinate installation, maintenance, and/or removal of the Communication Equipment.
- h) Gila County shall operate and maintain the Communication Equipment, at its sole cost and expense, using either personnel from an outside service provider acceptable to Maricopa County or Gila County personnel. For all routine maintenance at the Communication Tower, Gila County shall provide a minimum of two (2) business days' notice to Maricopa County of the proposed entry and work by calling 602-506-1911. It is understood and agreed that a Maricopa County technician shall be present at all times when work is performed by an outside service provider on the Communication Tower on behalf of Gila County.
- i) Gila County shall provide Maricopa County current copies of FCC licenses needed to operate the Communication Equipment on the Communication Tower.
- j) Gila County shall ensure the security of the Communication Tower and not allow unauthorized persons to have access thereto. Gila County shall not allow any use of the Communication Tower by private or commercial organizations without the prior

written consent of Maricopa County.

- k) Should Gila County desire to modify, or make additions to, the Communication Equipment in the future, Gila County shall provide written notice of their request to Maricopa County at least one hundred eighty (180) days in advance of the proposed work. If the modification and/or additional equipment is approved by Maricopa County, the terms and conditions associated with the work shall be set forth in a written amendment to this Agreement signed by both Parties.
- l) If any improvements currently existing on the Communication Tower need to be removed and or relocated to install the Communication Equipment, and such removal or relocation is approved by Maricopa County, the removal and relocation of such improvements and the costs associated therewith shall also be the sole responsibility of Gila County.
- m) Gila County shall pay, or cause to be paid, taxes of whatever nature that may be levied or charged upon the rights of Gila County to use the Communication Tower and/or the Communication Equipment pursuant to this IGA.

5. Maricopa County Responsibilities. Maricopa County agrees to:

- a) Review and approve of the Communication Equipment preliminary placement design within a reasonable time from submittal.
- b) Prepare, at Gila County's sole cost and expense, engineering plans for any required upgrades, improvements, and/or retrofits to the Communication Tower to accommodate Gila County's Communication Equipment.
- c) Construct, at Gila County's sole cost and expense, any required Communication Tower upgrades, improvements, and/or retrofits to accommodate Gila County's Communication Equipment.
- d) Provide access to and from the Communication Tower for the installation, operation and maintenance of the Communication Equipment.
- b) Provide Communication Tower space, where available, to install and operate the Communication Equipment during the term of this Agreement.
- c) Review and approve of installation design and construction plans within a reasonable time from submittal.

6. Fee. There will be no recurring fees incurred by Maricopa County due to Gila County's installation, operation, and maintenance of the Communication Equipment and, in consideration of the increased public safety benefit provided by this co-location, Maricopa County shall allow Gila County to use the tower space free of charge.

7. Ownership of Communication Equipment. Gila County shall retain full right, title and interest in and to all Communication Equipment installed by it on the Communication

Tower and may modify, replace or remove any such Communication Equipment when necessary, provided however, that Maricopa County must approve in advance any such modification, replacement or removal. The Parties acknowledge and agree that all Communication Equipment shall be deemed the personal property of Gila County.

8. Compliance with Laws. Each Party shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders in fulfillment of this Agreement. Any changes in the governing laws, rules and regulations during the term of this IGA shall apply and do not require an amendment to this Agreement.
9. Inspection. Gila County shall inspect the Communication Equipment a minimum of one (1) time per year and provide a courtesy copy of their findings to Maricopa County. Maricopa County shall have the right at all times, but not the obligation, to inspect the Communication Equipment installed on the Communication Tower and shall immediately notify Gila County of any unsatisfactory condition discovered during the inspection via written notice in accordance with Section 14 of this IGA. Gila County shall, within thirty (30) days of said notification, correct the unsatisfactory condition at its sole cost and expense. In the event of an emergency, Maricopa County shall take immediate action to correct such unsatisfactory condition or conditions and Gila County shall reimburse Maricopa County's for the cost and expense of the corrective action within thirty (30) days of invoice.
10. Mutual Indemnification. To the fullest extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses, including reasonable attorneys' fees, ("Claims") arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
11. Insurance. The Parties to this Agreement are each self-insured. During the entire time that this Agreement is in force, each Party, at its sole cost and expense, shall carry and maintain levels of insurance that are considered standard for the uses and responsibilities set forth in this Agreement.
12. Termination. This IGA may be terminated by any Party:
 - a) At the end of any fiscal year due to non-appropriation of funds without any penalty or liability to the other Party.
 - b) By written notice for cause or for no cause at least twelve (12) months prior to the effective date of such termination ("Early Termination").

- c) Failure of either Party to comply with specific requirements of this Agreement will constitute an event of default. A Party shall provide written notice of default to the other Party in accordance with Section 14 of this Agreement. A failure of the defaulting Party to cure the default within thirty (30) days of receipt of the written notice will be sufficient cause for termination of this Agreement. Notwithstanding the foregoing, if the default cannot reasonably be cured within the thirty (30) day period, the Parties may mutually agree to extend the time period to cure the default.
13. Arbitration. Disputes arising from this Agreement shall be subject to binding arbitration as may be required by A.R.S. § 12-1518. A notice of a dispute must be provided in writing to the other Party and provide a summary of the issue that is the subject of the dispute.
- a) The Parties shall confer within thirty (30) days of receipt of a notice of dispute to resolve the dispute and/or decide, within ten (10) days after conferring, on a mutually acceptable arbiter. If a mutually acceptable arbiter cannot be agreed upon within thirty (30) days after conferring, the Parties shall each name one (1) arbiter and those two (2) arbiters shall select a third arbiter. Any decisions made shall be made by a majority of the panel of three arbiters.
 - b) To the extent permitted by law, each Party agrees to bear its own costs of arbitration.
14. Notice Addresses. All notices herein required to be given to Maricopa County or Gila County in writing shall be sent to:

MARICOPA COUNTY

Manager, Maricopa County Wireless Systems
Maricopa County Office of Enterprise Technology
3324 W. Gibson Lane
Phoenix, Arizona 85009

with a copy to:

Maricopa County
Attn: Real Estate Director
2801 W. Durango Street
Phoenix, Arizona 85009

GILA COUNTY

Gila County Board of Supervisors
Attn: Gila County Manager
1400 E Ash Street
Globe, Arizona 85501

With a copy to:

Gila County Board of Supervisors
Attn: Information Technology Director
1400 E Ash Street
Globe, Arizona 85501

- a) Notice Requirements. All notices required or permitted by this IGA or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by certified mail, return receipt requested, or U.S. Postal Service Express Mail or other overnight courier, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this Section. The addresses specified in Section 14 shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice.
 - b) Date of Notice. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier.
15. Return of Premises. At the termination or expiration of this IGA, Gila County shall remove the Communication Equipment and restore the Communication Tower to a similar condition as possible to its condition prior to the installation as directed by Maricopa County within sixty (60) days, weather permitting.
16. 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 contractor in performance of this IGA, 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 contractor shall further warrant that after hiring an employee, such contractor 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 IGA subject to penalties up to and including termination of this IGA. Each Party retains the legal right to inspect the papers of the other Party and its contractor engaged in performance of this IGA to ensure that the other Party and its contractor are complying with this warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended after the effective date of this IGA, the Parties' compliance must be consistent with state law, as amended.

17. Cancellation for Conflict of Interest. This IGA 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 IGA.
18. No Assignment. Neither Party to this Agreement shall assign any of the rights received pursuant to the terms of this IGA without the prior written consent of the other Party.
19. No Partnership or Joint Venture. Nothing contained in this IGA shall create any partnership, joint venture or other such arrangement between Maricopa County and Gila County. Except as expressly provided herein, no term or provision of this IGA is intended or shall be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.
20. Venue: Governing Law. The proper venue for any proceeding at law or in equity shall be Maricopa County, Arizona and the Parties hereby waive any right to object to venue. This IGA shall be construed in accordance with and be governed by the laws of the State of Arizona.
21. Entire Agreement. This IGA, together with any exhibits attached hereto constitutes the entire agreement between Maricopa County and Gila County and sets forth all of the covenants, promises, agreements, conditions and understandings between Maricopa County and Gila County, and there are no covenants promises, agreements, conditions or understandings, either oral or written, between Maricopa County and Gila County other than as set forth herein.

This IGA shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this IGA. This IGA cannot be modified or changed except by a written instrument executed by both Parties. Maricopa County and Gila County have reviewed this IGA and have had the opportunity to have it reviewed by legal counsel. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.


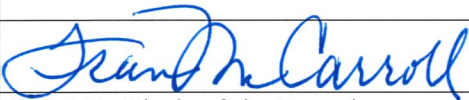

22. Waiver. Waiver by either Party of any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of any other term, condition or covenant herein, or of a subsequent breach of any term, covenant or condition herein. Either Party's consent to, or approval of, any subsequent or similar act shall not be deemed to render unnecessary the obtaining of either Party's consent to, or approval of, any subsequent or similar act by the other, to be construed as the basis of an estoppel to enforce the provision or provisions of this IGA requiring such consent.

23. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.
24. Authority to Execute. Each Party represents and warrants that the person who executes this Agreement is duly authorized to execute and deliver this IGA on behalf of said governmental entity, and that all approvals have been obtained and that this IGA is binding on said entity in accordance with its terms.
25. Headings. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
26. Cooperation. Maricopa County and Gila County agree to cooperate in the execution and/or delivery to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by Maricopa and/or Gila pursuant to this IGA.
27. Agreement as License. The Parties intend and mutually agree that this Agreement shall be construed as a mere license by Maricopa County to Gila County to install the Communication Equipment and operate it on the Communication Tower. This Agreement shall not be construed as a lease, sublease, rental agreement or easement. It is understood and mutually agreed that Maricopa County has no interest whatsoever in the Communication Equipment.
28. Counterparts. This IGA may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto are upon the same instrument.

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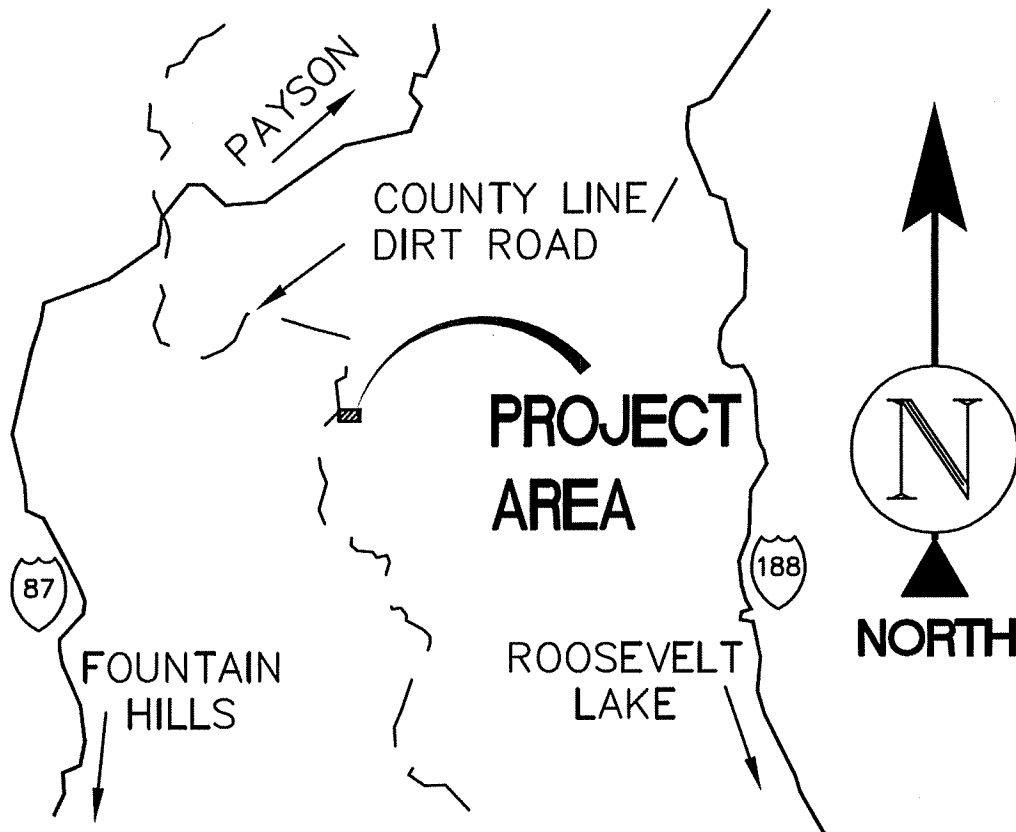
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IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement and have executed this Agreement the day and year written below.

MARICOPA COUNTY	GILA COUNTY
AUTHORIZED SIGNATURE: 	AUTHORIZED SIGNATURE:
TYPED NAME: Bill Gates	TYPED NAME: Tim R. Humphrey
TITLE: Chairman of the Board of Supervisors	TITLE: Chairman of the Board of Supervisors
DATE: MAR 27 2019	DATE:
ATTEST:	ATTEST:
	
TITLE: Clerk of the Board	TITLE: Clerk of the Board
APPROVED AS TO FORM:	APPROVED AS TO FORM:
	
TITLE: Deputy County Attorney, Maricopa County	TITLE: Deputy County Attorney, Gila County
DATE: 3-25-19	DATE:

**EXHIBIT A
PREMISES**

Page 1 of 2



The Project Area is located within the Southwest Quarter of Section 35, Township Seven North, Range Nine East of the Gila and Salt River Meridian, described as follows:

Commencing at Arizona State Plane coordinate N 1057205.02 E 854719.40;

Thence North 73°56'34" West a distance of 18 feet 00 inches;

Thence North 16°03'26" East a distance 70 feet 3½ inches;

Thence South 73°56'34" East 26 feet 6 inches;

Thence South 16°03'26" West 23 feet 00 inches;

Thence North 73°56'34" West 8 feet 6 inches;

Thence South 16°03'26" West 47 feet 3½ inches to the POINT OF BEGINNING.

The Project Area is 1,461 square feet or 0.0335 Acres more or less.

EXHIBIT A
PREMISES (continued)
Page 2 of 2

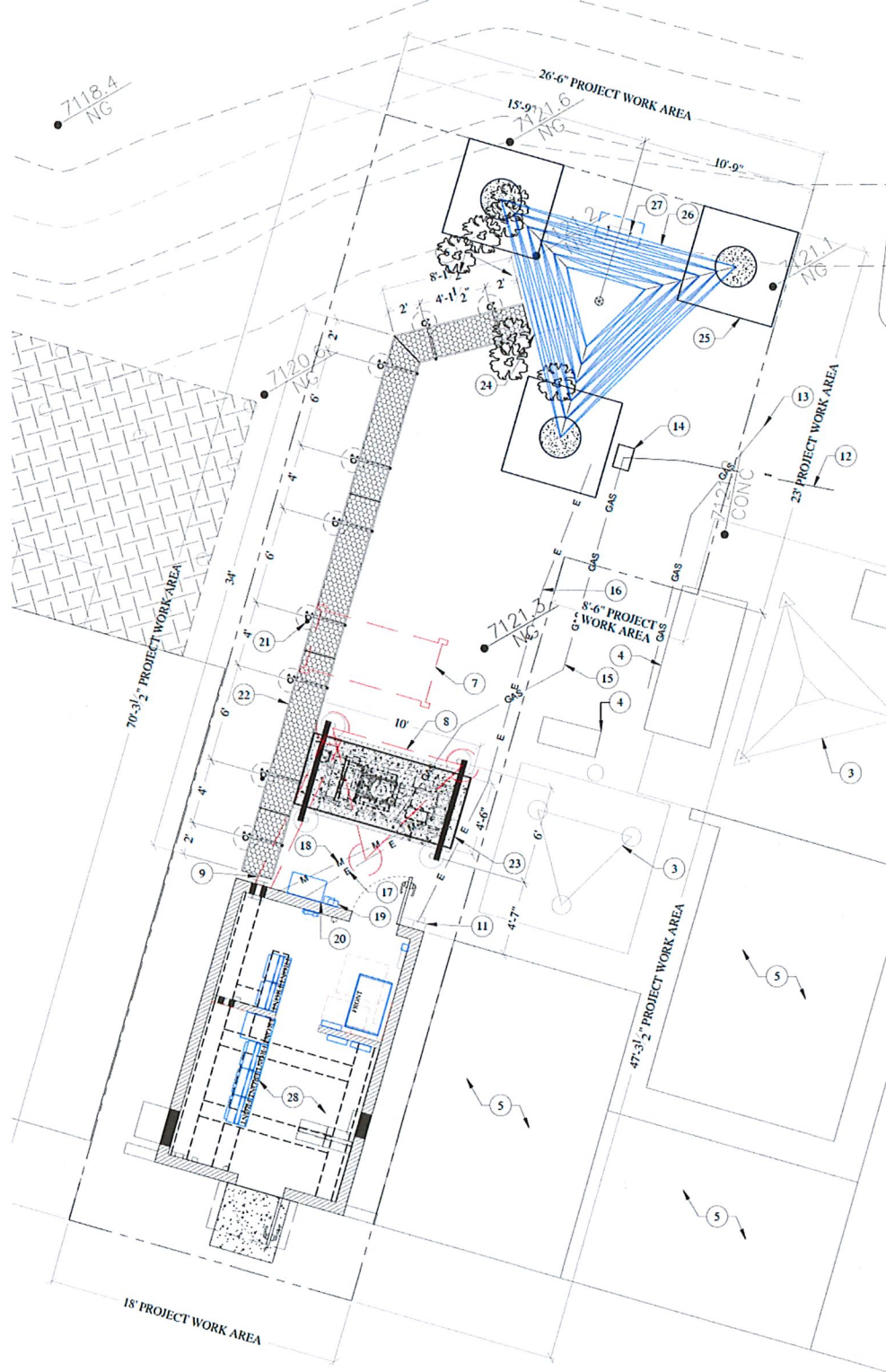


EXHIBIT B
COMMUNICATION EQUIPMENT

Station Master Omni Whip (SO Transmit Ord 2)
Station Master Omni Whip (SO Transmit Ord 3)
DB-222 Open Lobe (Tonto Basin Fire)
Yagi for Command channel
Antenna 170 MHZ (TX&RX) - 4-Bay Dipole Loop
Antenna UHF (TX&RX) - Two flat panels with power divider (aimed toward Payson/Globe)
Antenna 800 (TX) - 6DB VERT TX
Antenna 800 (TX) - Yagi RX aimed toward Payson (down tilt bracket)
VHF Master Receive Antenna (RX) - Omni Fiberglass "Noodle"
Antenna VHF (TX)
Antenna 144 MHZ - 4-Bay Dipole Loop (all aimed toward Payson)
Antenna UHF 420 MHz (TX&RX) – Horizontal Yagi with Ice Bridge above



E&I File 3720173008-1
Mt. Ord Tower

July 14, 2017

Kelly Riggs
Gila County, Arizona

Project: Gila County Communications Towers—Mt. Ord

Dear Mr. Riggs:

Per a request from your office, Amec Foster Wheeler Environment and Infrastructure, Inc. (Amec Foster Wheeler) conducted a scheduled maintenance inspection and evaluation of the condition of the Gila County Communication Tower at Mt. Ord, Arizona.

BACKGROUND

The communications tower at Mt. Ord carries antennae used by various departments of the Gila County government. It is located atop Mt. Ord, on National Forest Service land, among a number of other communications towers, owned and operated by various government agencies and private firms.

The documentation provided to Amec Foster Wheeler indicates that the tower is an 80' tall, self-supporting lattice tower, triangular in plan. It was established in its 80' high configuration after 1992. Documentation shows a Unarco-Rohn Model SSV tower with an 8'-6 $\frac{3}{4}$ " base spread (Section 8N) and a 2'-2" top spread (Section 5N) (Exhibit A-2). The documentation does not describe the tower foundation. It does show the addition of 6'Ø GovNet antennae at the existing tower around 2012.

INSPECTION

Mr. Carl V. Heerup II, PE, and Mr. Jeremy Laipple, PE, both of Amec Foster Wheeler, conducted an on-site inspection of the tower on May 17, 2017. The tower was confirmed to be 80' tall, self-supporting, triangular lattice; *but it is not configured as shown on the documentation*. Rather, it has a 6'-6 $\frac{3}{4}$ " base spread (Section 7N) and a 1'-10" top spread (Section 4N).

The following observations were made in this review.

Location and Exposure

- The tower was confirmed to be located approximately as shown on the existing documentation (Exhibit A-1).
- This location is near the peak of Mt. Ord (Elevation 7128 feet), which is the highest point in the vicinity, and is approximately 4720 feet above its base.

- The tower is screened on three sides for the first 8' to 9' of its height, by various small buildings and a generator. Above that, although there are a number of other towers near and adjacent to it, there is little or no screening from wind.

Foundation and Anchorage

- The tower is on an 8'-0" square concrete mat foundation. The depth of this could not be determined, but it is reasonable to assume that it is sufficiently deep to support the actual tower configuration.
- Each leg is anchored by 4x 5/8" anchor rods embedded in the foundation. The embedment depth could not be determined, but it is reasonable to assume that they are sufficiently deep to support the actual tower configuration.
- The foundation and anchorages show no signs of deterioration or distress.

Tower Structure

- The tower is triangular in plan, and consists of four 20'-high sections, each of which consists of 3 round steel legs connected together by steel braces (angles or round bars), which are bolted to each other and to the legs with a single bolt at each end. The sections are connected by means of a square plate with four 5/8" bolts at the top and bottom of each leg. Details of the member sizes are shown in the calculations in Appendix C.
- All members and connecting bolts are galvanized. Although there are isolated spots of wear, the galvanizing is largely intact, and no structurally significant corrosion was observed.
- All members and connections observed were intact and none had significant damage.

Miscellaneous Appurtenances

- The first two 20' segments were equipped with climbing pegs on the northeast leg. These were of alternating-tread type, had projections on the end to prevent sliding off, were galvanized and in good condition.
- No lightning protection was evident.

Antennae

- Functionality of the various antennae is beyond the scope of this report, which is concerned with the structural aspects only.
- Descriptions and locations of the structurally-significant antennae are provided in Exhibit A-3, and on the photographs in Appendix B.
- The actual structural capacities of the antennae themselves are beyond the scope of this report, however they appeared to be intact.
- All supports and attachments of antennae appeared to be appropriate and intact.

ANALYSIS

The observed sizes and configurations of the structural members and appurtenances were used to analyze the capacity of the structure to carry the loads prescribed by ANSI/TIA Standard 22-G-2005 w/ Addenda 1-4.

Weights of antennae and appurtenances were estimated, based on sizes and observed materials. As discussed above, the foundation and anchorages are assumed to be balanced with the capacity of the tower base.

Analysis was by means of a general structural Finite Element Method program, STAAD 8, using a 3-dimensional elastic model with six-degree-of-freedom beams. Single-bolt connections were modeled as released for moment about both perpendicular axes. Four-bolt leg connections were modeled as fixed in all six degrees of freedom.

The detailed calculations for this analysis are provided in Appendix C.

The analysis established that the existing tower is not adequate to carry the prescribed wind loads on the structure, antennae, and appurtenances. The degree of inadequacy is such that the only structurally practicable way of reinforcing it to carry these loads is to provide guys at the 60-foot elevation. Given the number and proximity of other structures adjacent to it, and the number and variety of owners thereof, this may not be administratively practicable.

An informal sensitivity analysis (not included in Appendix C) showed that even if all of the antennas were removed the tower could not handle the loads prescribed for the structure itself.

RECOMMENDATIONS

It is our recommendation that:

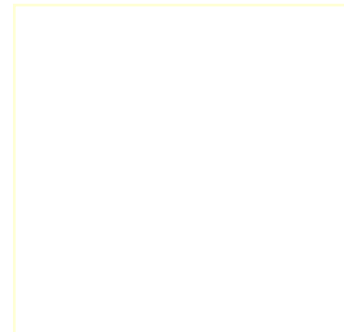
The existing tower should be replaced by a new tower which is designed to carry the prescribed loads for its structure and the existing and anticipated antennae and appurtenances.

The new tower should be inspected at 3 year intervals and other times as specified in ANSI/TIA 222-G, paragraph 14.2 to ensure its continued viability.

The above analysis and recommendations are based on the information available to Amec Foster Wheeler, and on the ordinary standard of care for the industry. Amec Foster Wheeler reserves the right to amend our opinions and conclusions should additional information become available.

Please let us know if we can be of any further service on this or future matters.

Regards,
AMEC FOSTER WHEELER, ENVIRONMENT AND INFRASTRUCTURE, INC.



Carl V. Heerup II, PE
Associate Structural Engineer

Mt. Ord Tower
July 14, 2017

E&I File 3720173008-1
Page 4

CVH/cvh

Appendix A—Drawings
Appendix B—Photos
Appendix C--Calculations

APPENDIX A

Drawings

PREPARED FOR
GovNET.net
GovNET, INC.
7815 E. MACLAIN DRIVE
SCOTTSDALE, AZ 85260
PHOENIX (480) 344-7400

PROPRIETARY INFORMATION
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO GOVNET IS STRICTLY PROHIBITED.

Clear Blue
Services
11011 E. 48TH ST. STE# 210
PHOENIX, AZ 85044 602-425-2600

NOTE:
THIS DRAWING IS FOR LEASE EXHIBIT PURPOSES ONLY
"NOT FOR CONSTRUCTION"

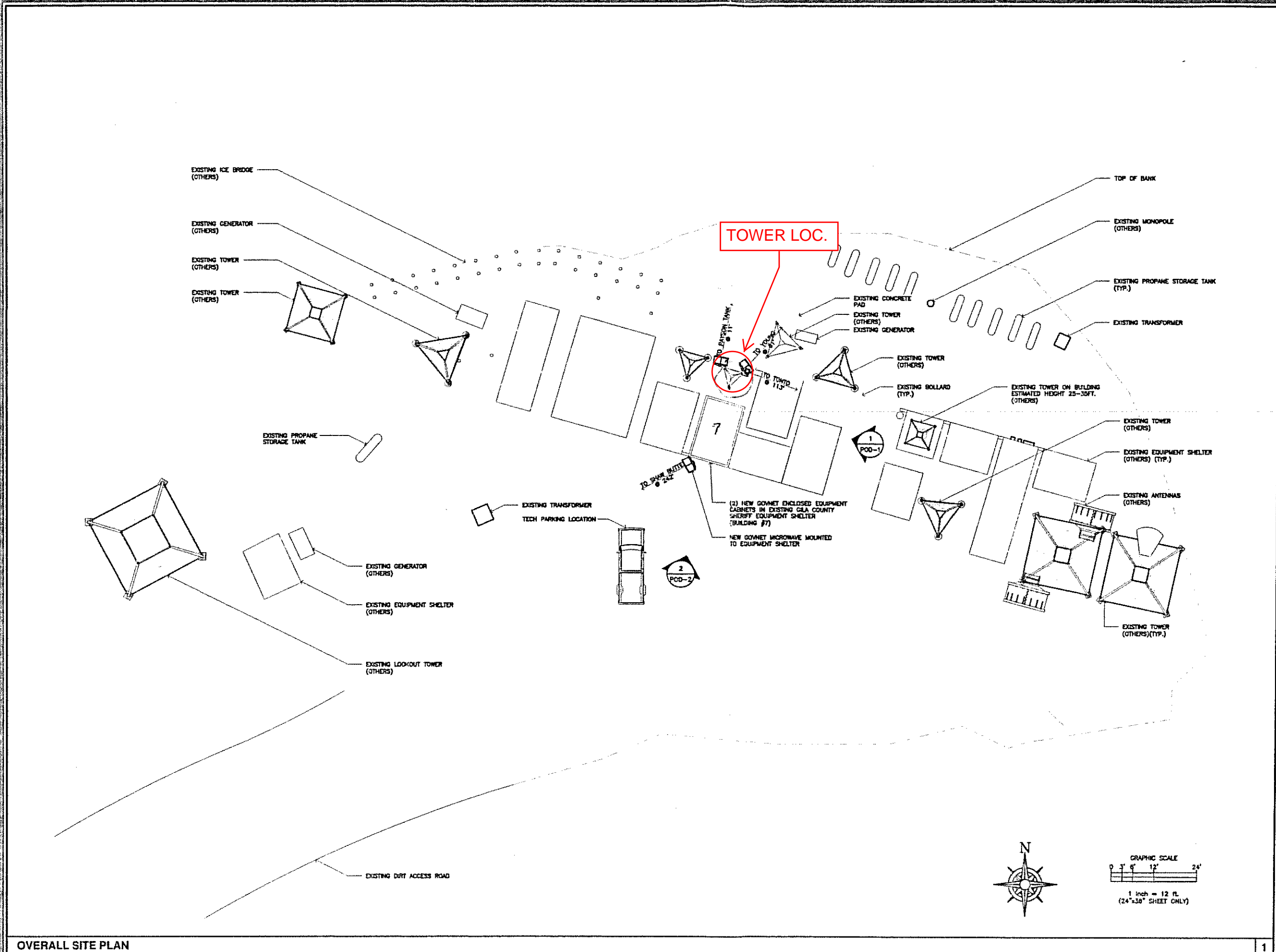
SEAL

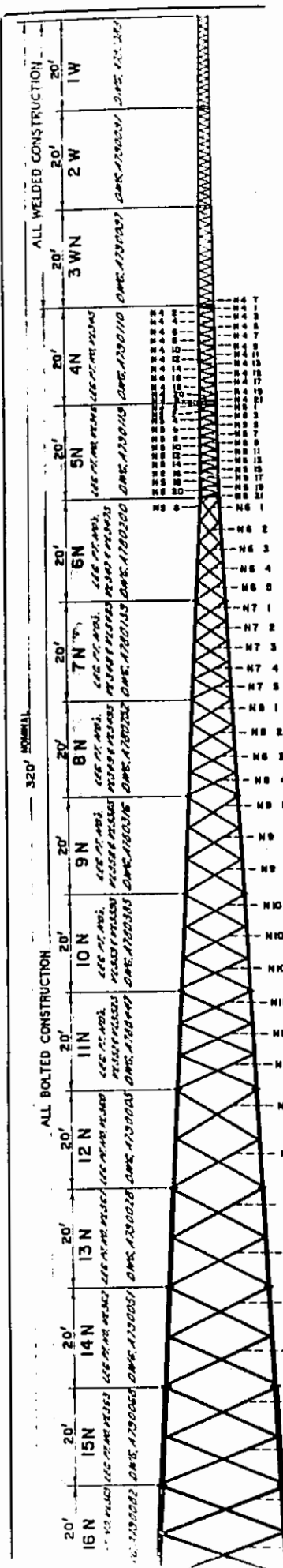
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PRELIMINARY UNLESS NOTED
EXPIRES 9-30-2013

△					
△					
△					
△					
△					
△	3	1/12/12	REVISE DISH HEIGHT	CH	AL
△	2	1/12/12	CHANGE DISHES	CH	AL
△	1	01/10/12	ADD DISH (YOUNG)	CH	AL
△	0	01/04/12	PLAN OF DEVELOPMENT	CH	AL

ORD
ARIZONA
GILA COUNTY
ORD

SHEET NUMBER
POD-1



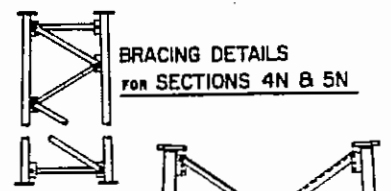


TOWER SCHEDULE

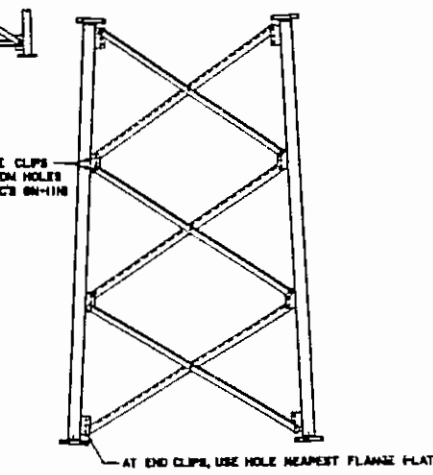
SECTION NO.	SPREAD DIMENSION		TOWER LEGS 60KSI YIELD STR.	TOWER BRACES 60KSI YIELD STR.	FLANGE PLATES		FLANGE BOLTS	BRACE BOLTS
	UPPER	LOWER			TOP	BOTTOM		
1W	1'-2"	1'-2"	3/4" ϕ SOLID	3/4" ϕ SOLID	3 X 3 X 3/8 2 1/2" X 3/8"	3 X 3 X 3/8 2 1/2" X 3/8"	12-3/8 X 1/2	NONE
2W	1'-2"	1'-6"	3/4" ϕ SOLID	3/4" ϕ SOLID	3 X 3 X 3/8 2 1/2" X 3/8"	3 X 3 X 3/8 2 1/2" X 3/8"	12-3/8 X 1/2	NONE
3WN	1'-6"	1'-10"	3/4" ϕ SOLID	3/4" ϕ SOLID	3 X 3 X 3/8 2 1/2" X 3/8"	4 X 4 X 1/2 3 1/2" X 1/2"	12-1/2 X 2"	NONE
4N	1'-10"	2'-2"	1 1/4" ϕ SOLID	3/4" ϕ SOLID	4 X 4 X 1/2 3 1/2" X 1/2"	4 X 4 X 1/2 3 1/2" X 1/2"	12-3/8 X 2 1/2"	72-3/8 X 1/2
5N	2'-2"	2'-6"	1 1/4" ϕ SOLID	3/4" ϕ SOLID	4 1/2 X 4 1/2 3 1/2" X 3/8"	4 1/2 X 4 1/2 3 1/2" X 3/8"	12-3/8 X 2 1/2"	72-3/8 X 1/2
6N	2'-6"	4'-6"	2" ϕ PIPE	1 1/2" X 1 1/2" X 1/8"	4 1/2 X 4 1/2 X 3/8 4 1/2" X 3/8"	5 X 5 X 3/4 4 1/2" X 3/8"	12-3/8 X 2 1/2"	75-1/2 X 1/4
7N	4'-6"	6'-6"	2" ϕ PIPE	1 1/2" X 1 1/2" X 1/8"	5 X 5 X 3/4 4 1/2" X 3/8"	5 X 5 X 3/4 4 1/2" X 3/8"	12-3/8 X 2 1/2"	75-1/2 X 1/4
8N	6'-6"	8'-6"	2 1/2" ϕ PIPE	1 1/2" X 1 1/2" X 1/8"	5 X 5 X 3/4 4 1/2" X 3/8"	5 X 5 X 3/4 4 1/2" X 3/8"	12-3/8 X 2 1/2"	80-1/2 X 1/4
9N	8'-6"	10'-6"	2 1/2" ϕ PIPE	1 3/4" X 1 3/4" X 1/8"	5 X 5 X 3/4 4 1/2" X 3/8"	5 X 5 X 3/4 4 1/2" X 3/8"	12-3/8 X 2 1/2"	45-1/2 X 1/4
10N	10'-6"	12'-7 1/4"	2 1/2" ϕ PIPE	2 X 2 X 1/8"	5 X 5 X 3/4 4 1/2" X 3/8"	6 X 6 X 3/4 5 1/2" X 3/8"	12-3/8 X 2 1/2"	45-1/2 X 1/4
11N	12'-7 1/4"	14'-7 1/4"	3" ϕ PIPE	2 1/2" X 2 1/2" X 3/8"	6 X 6 X 3/4 5 1/2" X 3/8"	7 X 7 X 1 7 1/2" X 3/8"	12-7/8 X 3 1/2"	45-1/2 X 1/4
12N	14'-7 1/4"	16'-6"	3 1/2" ϕ PIPE	3 X 3 X 3/8"	7 X 7 X 1 7 1/2" X 3/8"	7 X 7 X 1 7 1/2" X 3/8"	12-7/8 X 3 1/2"	30-3/8 X 1/2
13N	16'-6"	18'-6"	4" ϕ PIPE	3 X 3 X 3/8"	7 X 7 X 1 7 1/2" X 3/8"	7 X 7 X 1 7 1/2" X 3/8"	12-7/8 X 3 1/2"	30-3/8 X 1/2
14N	18'-6"	20'-6"	4" ϕ PIPE	3 1/2" X 3 1/2" X 1/8"	7 X 7 X 1 7 1/2" X 3/8"	9 1/2 X 9 1/2 X 1/4 9 1/2" X 3/8"	12-1 X 4 1/4"	30-3/8 X 1/2
15N	20'-6"	22'-6"	5" ϕ PIPE	4 X 4 X 1/4"	9 1/2 X 9 1/2 X 1/4 9 1/2" X 3/8"	9 1/2 X 9 1/2 X 1/4 9 1/2" X 3/8"	12-1 X 4 1/4"	30-3/8 X 1/2
16N	22'-6"	24'-6"	5" ϕ PIPE	4 X 4 X 1/4"	9 1/2 X 9 1/2 X 1/4 9 1/2" X 3/8"	9 1/2 X 9 1/2 X 1/4 9 1/2" X 3/8"	12-1 X 4 1/4"	30-3/8 X 1/2

* ASTERISK INDICATES THAT THE BOTTOM FLANGE PL. OF THAT SECTION IS OFFSET.

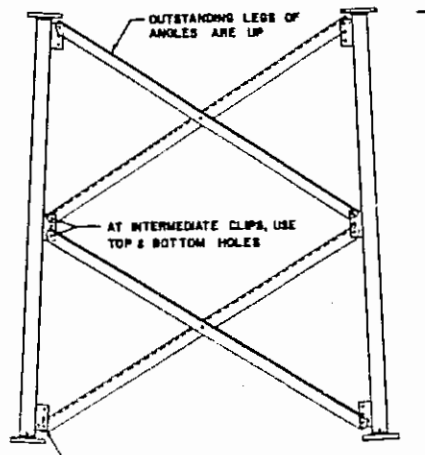
** A325 (3/8" DIA. BOLTS S.A.E. GRADE 5)



AT INTERMEDIATE CLIPS
USE TOP & BOTTOM HOLES
(TYPICAL FOR SECT. 6N-11N)



AT END CLIPS, USE HOLE NEAREST FLANGE PLATE



AT END CLIPS, USE HOLE NEAREST FLANGE PLATE

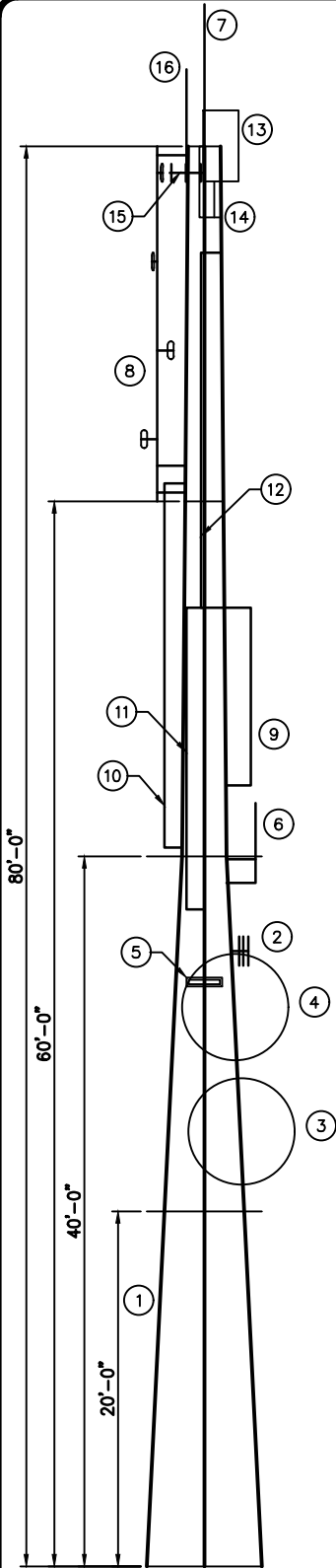
WEIGHTS

SEC. NO.	LEGS	BRACES	TOTAL
1W			116
2W			160
3WN			230
4N	260	175	435
5N	345	195	540
6N	290	190	480
7N	300	245	545
8N	426	274	700
9N	420	300	720
10N	430	400	830
11N	570	840	1410
12N	690	825	1515
13N	790	910	1,700
14N	845	1,625	2,470
15N	1,155	2,000	3,155
16N	1,155	2,150	3,305

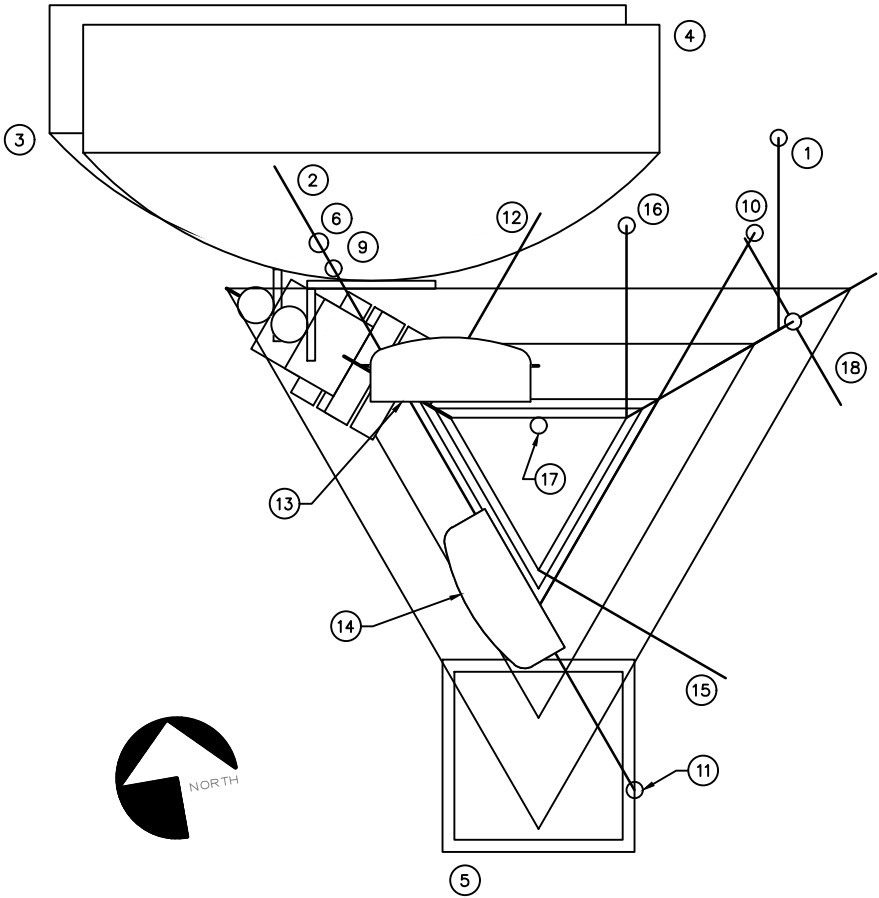
- GENERAL NOTES:**
1. SEE PART NO. IS STAMPED AT THE BOTTOM OF EACH LEG OF EACH BOLTED SECTION, LEGS AND BRACES, AND AT THE BOTTOM OF EACH LEG OF EACH WELDED SECTION.
 2. ALL PART NO'S METAL STAMPED BEFORE GALVANIZING.
 3. PAL NUTS PROVIDED FOR ALL TOWER BOLTS, SEE DWG. A750/35.
 4. STEP BOLTS PROVIDED ON ONE LEG FOR SECTIONS 6N THRU 11N, AND STEP BOLTS ON 3 LEGS FOR SECTIONS 12N THRU 16N.
 5. ALL TOWER MEMBERS ARE HOT-DIPPED GALVANIZED AFTER FABRICATION.
 6. SEE DWG. D 870460 FOR FOUNDATION DETAILS.
- | | |
|---|----------|
| REVISED A325 & REV. NOTES | 12-21-82 |
| REV. 2-PIECE BRACING TO 1-PIECE | 8-27-82 |
| REV. 14N BRACING & BOLT QTY'S | 2-6-83 |
| ADD STEP ON JUST ONE LEG | 5/10/83 |
| REPLACE 6N, 7N, 8N & 9N LEG PLATE | 6/22/83 |
| CHANGED 14N, 15N, 16N BRACE MATL. & WTS | 12-10-83 |
| FLANGE BOLTS IN SEC. 6N WERE 25" LG | 2/2/84 |
| RECT. 3WN WAS 3W | 7/18/84 |
| RECTIONS 4W & 5W REPL. BY 4N & 5N | 5/5/86 |
- Unarco-Rohn**
- MODEL SSV TOWER**
STANDARD SERIES

Add
Existing

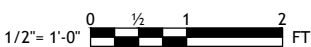
ITEM	DESCRIPTION
1	HORIZONTAL ANTENNA
2	HORIZONTAL ANTENNA
3	6'ø DISH ANTENNA
4	6'ø DISH ANTENNA
5	PLATFORM
6	VERTICAL ANTENNA
7	VERTICAL ANTENNA
8	MULT. HOOP ANTENNA
9	MULT. HOOP ANTENNA
10	VERTICAL ANTENNA
11	VERTICAL ANTENNA
12	MULT. HOOP ANTENNA
13	BOX ANTENNA
14	BOX ANTENNA
15	HORIZONTAL ANTENNA
16	VERTICAL ANTENNA



NORTH ELEVATION



PLAN VIEW



4600 E. WASHINGTON ST. #600
PHOENIX, ARIZONA 85034
PHONE (602) 733-6000



**GILA COUNTY
COMMUNICATION TOWERS**

MOUNT ORD

**SHEET
1
OF
1**

APPENDIX B

Photos



Photo 1—Antennae (Looking South)

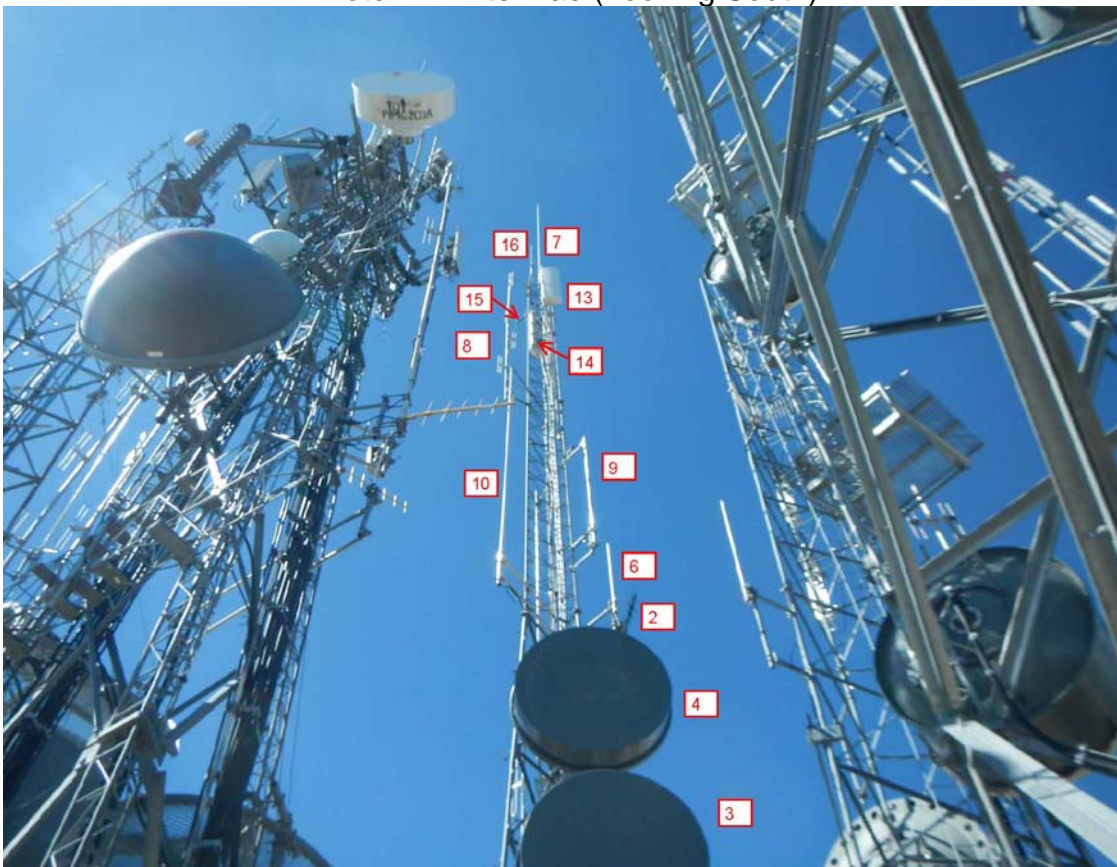


Photo 2—Antennae (Looking South)



Photo 3—Antennae (Looking South)

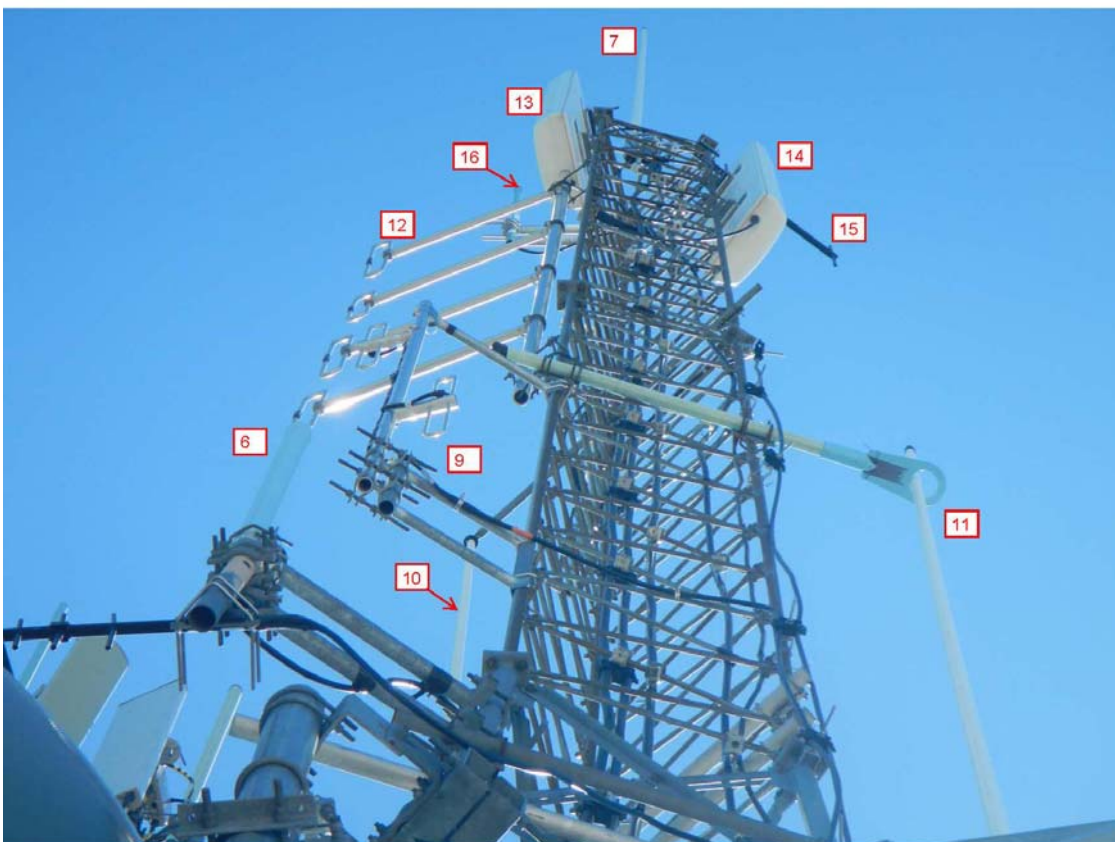


Photo 4—Antennae (Looking East)



Photo 5—Platform (Looking East)

APPENDIX C

Calculations

 HEERUP ENGINEERING, PC Carl V. Heerup II, PE Construction Management, Civil & Structural Engineering	Gila County Mt. Ord Antenna Inspection	ENGINEER	DATE	NORTH	SHEET
		CVH	07/07/17		
		CHECKED CVH	JOB No. 7.3008		

I. GENERAL

CODE ANSI/TIA-222-G

LOCATION Gila County AZ

OCCUPANCY CATEGORY II

TYPE OF CONSTRUCTION LFRS Latticed, self-supporting,
triangular cross-section

MATERIAL PROPERTIES

Steel-WF	$f_y =$	50 ksi	$f_u =$	65.0 ksi	$E_s =$	29000 ksi	490 pcf
Steel-Pipe	$f_y =$	35 ksi	$f_u =$	60.0 ksi			490 pcf
Steel	$f_y =$	36 ksi	$f_u =$	58.0 ksi		28.121	490 pcf
Anchors	$f_u =$	60 ksi					

II. LOADING

Triangular

DEAD	Structure	Calculated by FEM Program					
	Appurtenances	See detailed estimates under "Appurtenances", below					
LIVE	Not applicable						0 lb
Per Annex B:	V=	90 mph	$V_i =$	30 mph	$t_i =$	0.00"	$S_s =$ 0.43
SEISMIC	Per 2.7.3., seismic can be ignored, since $S_s < 1.0$						
ICE	None						
WIND	SPEED	90	Exposure	C	$z =$	10'	$I_w =$ 1.00 $H =$ 4720'
G=	0.85	K_z	0.85	K_{zt}	2.33	K_d	0.85 $q_z = 0.00256 K_z K_{zt} K_d V^2 =$ 34.9
Topographic			TYPE	Z_g	α	K_{zmin}	K_e K_t f K_h
Factor:			3	900'	9.50	0.85	1.00 0.53 2.00 1.00

Structure

1 st Level	$B_{bottom} =$	78.75"	$B_{top} =$	54.25"	$H =$	20.0'	$N_{vert} =$	5	$z =$	10.0'
	$K_z =$	0.85	$B_{avg} =$	5.54'	$H_{avg} =$	4.00'		$A_g =$	22.167 ft ²	
Legs:	$N =$	2	$b =$	2.38"	$L =$	4.00'	R	$A_r =$	1.58 ft ²	
Braces:	$N =$	2	$b =$	1.50"	$L =$	6.83'	F	$A_f =$	1.71 ft ²	
	$\epsilon = (A_r + A_f) / A_g =$							3.29 / 22.17 =	0.149	
	$C_f = 3.4\epsilon^2 - 4.7\epsilon + 3.4 =$								2.78	
	$R_f = 0.57 - 0.14\epsilon + 0.86\epsilon^2 - 0.24\epsilon^3 =$								0.567	
	$q_z = 0.00256 K_z K_{zt} K_d V^2 =$								34.9 lb/ft ²	

Calculate a line load to be applied to each member in FEM:

$$w = F/L = q_z G C_f D A_r / L = q_z G C_f D b L_p R / L = 34.9 \cdot 0.85 \cdot 2.78 \cdot D b L_p / L R = 82.43 \cdot D b L_p / L R$$

Legs: Regardless of wind direction, projected area is the same ($L_p/L = 1.0$) & $D_r = 1.0$

	$w =$	82.43	1.0	0.20'	1.00	0.567	=	9.26	lb/ft
Braces:	$q_z G C_f$	D	b	L_p/L				w	
Wind normal to	Face 1	82.43	1.00	0.125'	1.00			10.30	lb/ft
Face 1	Face 2	82.43	0.80	0.125'	0.500			4.12	lb/ft
	Face 3	82.43	0.80	0.125'	0.500			4.12	lb/ft

 HEERUP ENGINEERING, PC Carl V. Heerup II, PE Construction Management, Civil & Structural Engineering	Gila County				ENGINEER	DATE	NORTH	SHEET
	Mt. Ord Antenna Inspection				CVH	07/07/17		
					CHECKED CVH	JOB No. 7.3008		OF

Wind parallell to	Face 1	82.43	0.85	0.125'	0.59			5.13 lb/ft		
Face 1	Face 2	82.43	0.80	0.125'	0.866			7.14 lb/ft		
	Face 3	82.43	0.80	0.125'	0.866			7.14 lb/ft		
2 nd Level	B _{bottom} =	54.25"	B _{top} =	30.00"	H=	20.'	N _{vert} =	5	Z=	30.'
	K _z =	0.98	B _{avg} =	3.51'	H _{avg} =	4.00'		A _g =	14.042 ft ²	
Legs:	N=	2	b=	2.38"	L=	4.00'	R	A _r =	1.58 ft ²	
Braces:	N=	2	b=	1.50"	L=	5.32'	F	A _f =	1.33 ft ²	
	ε= (A _r +A _f)/A _g =						2.91	/14.04=	0.208	
	C _f = 3.4ε ² -4.7ε+3.4=								2.57	
	R _r = 0.57-0.14ε+0.86ε ² -0.24ε ³ =								0.576	
	q _z =0.00256K _z K _{zt} K _d V ² =								40.4 lb/ft ²	

Calculate a line load to be applied to each member in FEM:

$$w=F/L= q_z GC_f DAR/L= q_z GC_f DbL_p R/L= 40.4 \quad 0.85 \quad 2.57 \quad DbL_p/LR= 88.31 \quad DbL_p/LR$$

Legs: Regardless of wind direction, projected area is the same ($L_p/L=1.0$) & $D_r=1.0$

w=		88.31	1.0	0.20'	1.00	0.576	=	10.06	lb/ft	
Braces:		q _z GC _f	D	b	L _p /L			w		
Wind normal to Face 1	Face 1	88.31	1.00	0.125'	1.00			11.04	lb/ft	
	Face 2	88.31	0.80	0.125'	0.500			4.42	lb/ft	
	Face 3	88.31	0.80	0.125'	0.500			4.42	lb/ft	
Wind paralell to Face 1	Face 1	88.31	0.85	0.125'	0.75			7.05	lb/ft	
	Face 2	88.31	0.80	0.125'	0.866			7.65	lb/ft	
	Face 3	88.31	0.80	0.125'	0.866			7.65	lb/ft	
3 rd Level	B _{bottom} =	30.00"	B _{top} =	26.00"	H=	20.'	N _{vert} =	20	Z=	50.'
	K _z =	1.09	B _{avg} =	2.33'	H _{avg} =	1.00'		A _g =	2.3333	ft ²
Legs:	N=	2	b=	1.44"	L=	1.00'	R	A _r =	0.24	ft ²
Braces:	N=	1	b=	0.63"	L=	2.54'	R	A _{rb} =	0.13	ft ²
ε= (A _r +A _f)/A _g =							0.37	/2.333=	0.159	
C _f = 3.4ε ² -4.7ε+3.4=									2.74	
R _r = 0.57-0.14ε+0.86ε ² -0.24ε ³ =									0.569	
q _z =0.00256K _z K _{zt} K _d V ² =									45.0	lb/ft ²

Calculate a line load to be applied to each member in FEM:

$$w=F/L= q_z GC_f DAR/L= q_z GC_f DbL_p R/L= 45.0 \quad 0.85 \quad 2.74 \quad DbL_p/LR= 104.70 \quad DbL_p/LR$$

Legs: Regardless of wind direction, projected area is the same ($L_p/L=1.0$) & $D_r=1.0$

w=		104.70	1.0	0.12'	1.00	0.569	=	7.13	lb/ft	
Braces:		q _z GC _f	D	b	L _p /L	R _r		w		
Wind normal to	Face 1	104.70	1.00	0.0521'	1.00	0.569		3.10	lb/ft	
Face 1	Face 2	104.70	1.00	0.0521'	0.500	0.569		1.55	lb/ft	
	Face 3	104.70	1.00	0.0521'	0.500	0.569		1.55	lb/ft	
Wind paralell to	Face 1	104.70	1.00	0.0521'	0.39	0.569		1.22	lb/ft	
Face 1	Face 2	104.70	1.00	0.0521'	0.866	0.569		2.68	lb/ft	
	Face 3	104.70	1.00	0.0521'	0.866	0.569		2.68	lb/ft	
4 th Level	B _{bottom} =	26.00"	B _{top} =	22.00"	H=	20.'	N _{vert} =	20	z=	70.'
	K _z =	1.17	B _{avg} =	2.'	H _{avg} =	1.00'		A _g =	2	ft ²
Legs:	N=	2	b=	1.25"	L=	1.00'	R	A _r =	0.21	ft ²
Braces:	N=	1	b=	0.63"	L=	2.24'	R	A _{rb} =	0.12	ft ²

 HEERUP ENGINEERING, PC Carl V. Heerup II, PE Construction Management, Civil & Structural Engineering	Gila County Mt. Ord Antenna Inspection	ENGINEER	DATE	NORTH	SHEET
		CVH	07/07/17		
		CHECKED CVH	JOB No. 7.3008		

$$\begin{aligned}\epsilon &= (A_r + A_f)/A_g = 0.32 & /2 &= 0.162 \\ C_f &= 3.4\epsilon^2 - 4.7\epsilon + 3.4 = 2.73 \\ R_f &= 0.57 - 0.14\epsilon + 0.86\epsilon^2 - 0.24\epsilon^3 = 0.569 \\ q_z &= 0.00256 K_z K_{zt} K_d V^2 = 48.3 \text{ lb/ft}^2\end{aligned}$$

Calculate a line load to be applied to each member in FEM:

$$w = F/L = q_z G C_f D A R / L = q_z G C_f D b L_p R / L = 48.3 \cdot 0.85 \cdot 2.73 \cdot D b L_p / L R = 111.93 \cdot D b L_p / L R$$

Legs: Regardless of wind direction, projected area is the same ($L_p/L=1.0$) & $D_f=1.0$

w =		111.93	1.0	0.10'	1.00	0.569	=	6.63	lb/ft
Braces:		$q_z G C_f$	D	b	L_p/L	R_f		w	
Wind normal to Face 1	Face 1	111.93	1.00	0.0521'	1.00	0.569		3.32	lb/ft
	Face 2	111.93	1.00	0.0521'	0.500	0.569		1.66	lb/ft
	Face 3	111.93	1.00	0.0521'	0.500	0.569		1.66	lb/ft
Wind parallel to Face 1	Face 1	111.93	1.00	0.0521'	0.45	0.569		1.48	lb/ft
	Face 2	111.93	1.00	0.0521'	0.866	0.569		2.87	lb/ft
	Face 3	111.93	1.00	0.0521'	0.866	0.569		2.87	lb/ft

Appurtenances

Loads on appurtenances due to wind from a) North, and b) West will be calculated.

Forces and moments will be applied to the leg(s) to which each is attached. Thus, the following directional norms are used:

+x: west of the leg

+z: north of the leg ("y" is upward in the FEM)

$$\text{For } D = 3.00" \quad C = (K_{zt} K_z)^{0.5} V D = 31.67 < 32 \text{--Subcritical}$$

1 Horiz. Antenna			Attach to Leg 1						
L=	24.00"	B=	7.00"	N=	5	d=	0.75"	A _r =	9.33
x=	-0.75'	z=	1.'	y=	15.'	q _z =	34.92	W=	5 lb
		Aizimuth	A _{net} (in ²)			C _a =	P= GCA _N q _z		
Normal		270°	44.25			0.85	7.8 lb	8 lb	
Transv.		180°	26.25			0.85	4.6 lb	5 lb	
2 Open-Spoon			Attach to Leg 3						
L=	14.50"	B=	12.00"	N=	2	d=	0.63"	A _r =	19.20
x=	0.'	z=	-1.'	y=	21.'	q _z =	37.49	W=	5 lb
		Aizimuth	A _{net} (in ²)			C _a =	P= GCA _N q _z		
Normal		270°	36.25			1.03	8.3 lb	8 lb	
Transv.		180°	15.00			1.03	3.4 lb	3 lb	
3 Dish			Attach to Leg 1						
D=	72.00"	T=	32.00"					A _r =	1.00
x=	2.'	z=	1.83'	y=	24.5'	q _z =	38.72	W=	500 lb
		Aizimuth	A _{net} (ft ²)			C _a =	P= GCA _N q _z		
Normal		345°	28.27			0.70	651 lb	651 lb	
Transv.		255°	16.00			0.70	369 lb	369 lb	
Frame			5.67			1.40	261 lb	261 lb	

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4	Dish	Attach to Leg 1				
	D= 72.00"	T= 32.00"			A _r = 1.00	
	x= 2.'	z= 1.83'	y= 31.5'	q _z = 40.83	W= 500 lb	
		Aizimuth	A _{net} (ft ²)	C _a =	P= GCA _N q _z	
	Normal	0°	28.27	0.70	687 lb	687 lb
	Transv.	90°	16.00	0.70	389 lb	389 lb
	Frame		5.67	1.40	275 lb	275 lb

5	Platform	Attach to Leg 3				
	L= 24.00"	B= 6.00"	N= 4	d= 1.00"	A _r = 6.00	
	L= 13.00"	B= 6.00"		d= 7.00"	A _r = 0.86	
	x= 0.'	z= -1.'	y= 32.7'	q _z = 41.15	W= 14 lb	
		Aizimuth	A _{net} (ft ²)	C _a =	P= GCA _N q _z	
	Normal	180°	1.30	1.40	64 lb	64 lb
	Transv.	90°	0.96	1.40	47 lb	47 lb

6	Vert Antenna	Attach to Leg 1				
	L= 16.00"		N= 2	d= 1.90"	A _r = 8.42	
	L= 54.00"		N= 1	d= 2.50"	A _r = 21.60	
	x= 0.67'	z= 1.15'	y= 37.5'	q _z = 42.35	W= 19 lb	
		Aizimuth	A _{net} (ft ²)	C _a =	P= GCA _N q _z	h= 2.25'
	Normal	60°	1.36	1.20	59 lb	59 lb
	Transv.	150°	0.94	1.20	40 lb	40 lb

9	Mult. Hoop Antenna-Bottom	Attach to Leg 1				
	L= 24.00"		N= 2	d= 1.90"	A _r = 12.63	
	L= 88.00"		N= 1	d= 1.90"	A _r = 46.32	
	x= 1.'	z= 1.73'	y= 44.'	q _z = 43.80	W= 31 lb	
		Aizimuth	A _{net} (ft ²)	C _a =	P= GCA _N q _z	
	Normal	30°	1.79	1.20	80 lb	53 lb
	Transv.	120°	1.16	1.20	52 lb	35 lb

9'	Mult. Hoop Antenna-Top	Attach to Leg 1				
	L= 44.00"		N= 1	d= 1.90"	A _r = 23.16	
	x= 1.'	z= 1.73'	y= 54.'	q _z = 45.73	W= 10 lb	
		Aizimuth	A _{net} (ft ²)	C _a =	P= GCA _N q _z	
	Normal	30°	0.58	1.20	27 lb	54 lb
	Transv.	120°	0.00	1.20	0 lb	17 lb

10	Vert Antenna	Attach to Leg 2				
	L= 72.00"		N= 2	d= 1.90"	A _r = 37.89	
	L= 246.00"		N= 1	d= 1.90"	A _r = 129.47	
	x= -1.13'	z= 1.95'	y= 40.5'	q _z = 43.04	W= 88 lb	
		Aizimuth	A _{net} (ft ²)	C _a =	P= GCA _N q _z	
	Normal	180°	5.15	1.20	226 lb	151 lb
	Transv.	90°	3.25	1.20	143 lb	95 lb

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10' Vert Antenna-Top Spt

Attach to Leg 2

L= 72.00"	N= 1	d= 1.90"	A _r = 37.89
x= -1.21'	y= 61.'	q _z = 46.92	W= 16 lb
z= 2.12'	C _a =	P= GCA _N q _z	
Aizimuth A _{net} (ft ²)			
Normal 180° 0.95	1.20	45 lb	121 lb
Transv. 90° 0.00	1.20	0 lb	48 lb

11 Vert Antenna

Attach to Leg 3

L= 72.00"	N= 2	d= 1.90"	A _r = 37.89
L= 132.00"	N= 1	d= 1.90"	A _r = 69.47
x= -1.13'	y= 37.'	q _z = 42.23	W= 63 lb
z= 1.95'	C _a =	P= GCA _N q _z	
Aizimuth A _{net} (ft ²)			
Normal 300° 3.64	1.20	157 lb	105 lb
Transv. 210° 1.74	1.20	75 lb	50 lb

11' Vert Antenna-Top Spt

Attach to Leg 3

L= 72.00"	N= 1	d= 1.90"	A _r = 37.89
x= -1.21'	y= 57.'	q _z = 46.26	W= 16 lb
z= 2.12'	C _a =	P= GCA _N q _z	
Aizimuth A _{net} (ft ²)			
Normal 300° 0.95	1.20	52 lb	105 lb
Transv. 210° 0.00	1.20	0 lb	25 lb

12 Mult. Hoop Antenna-Bottom

Attach to Leg 1

L= 36.00"	N= 2	d= 1.50"	A _r = 24.00
L= 60.00"	N= 2	d= 0.63"	A _r = 96.00
L= 126.00"	N= 1	d= 1.90"	A _r = 66.32
x= 0.'	y= 54.'	q _z = 45.73	W= 45 lb
z= 2.'	C _a =	P= GCA _N q _z	
Aizimuth A _{net} (ft ²)			
Normal 90° 2.93	1.20	137 lb	137 lb
Transv. 180° 2.18	1.20	102 lb	102 lb

12' Mult. Hoop Antenna-Top

Attach to Leg 1

L= 36.00"	N= 2	d= 1.50"	A _r = 24.00
L= 60.00"	N= 2	d= 0.63"	A _r = 96.00
L= 126.00"	N= 1	d= 1.90"	A _r = 66.32
x= 0.'	y= 74.'	q _z = 48.87	W= 45 lb
z= 2.17'	C _a =	P= GCA _N q _z	
Aizimuth A _{net} (ft ²)			
Normal 90° 2.93	1.20	146 lb	146 lb
Transv. 180° 2.18	1.20	109 lb	109 lb

13 White Box Antenna

Attach to Leg 1

L= 24.00"	B= 96.00"	N= 1	d= 12.00"	A _r = 1.00
x= 0.'	z= 0.75'	y= 78.'	q _z = 49.41	W= 110 lb
	C _a =	P= GCA _N q _z		
Aizimuth A _{net} (ft ²)				
Normal 0° 16.00	1.20	806 lb	806 lb	
Transv. 90° 8.00	1.20	403 lb	403 lb	

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14 White Box Antenna**Attach to Leg 3**

L= 24.00"	B= 96.00"	N= 1	d= 12.00"	A _r = 1.00
x= 0.'	z= 0.75'	y= 76.'	q _z = 49.14	W= 110 lb
	Aizimuth	A _{net} (ft ²)	C _a =	P= GCA _N q _z
Normal	120°	16.00	1.20	802 lb
Transv.	30°	8.00	1.20	401 lb

15 Horiz Antenna**Attach to Leg 3**

L= 12.00"		N= 2	d= 0.75"	A _r = 16.00
L= 27.00"		N= 1	d= 1.50"	A _r = 18.00
x= -1.13'	z= 1.95'	y= 78.5'	q _z = 49.48	W= 12 lb
	Aizimuth	A _{net} (ft ²)	C _a =	P= GCA _N q _z
Normal	30°	0.41	1.00	17 lb
Transv.	120°	0.13	1.00	5 lb

16 Vert Antenna**Attach to Leg2**

L= 16.00"		N= 2	d= 1.90"	A _r = 8.42
L= 64.00"		N= 1	d= 1.90"	A _r = 33.68
x= 0.'	z= 2.'	y= 79.'	q _z = 49.55	W= 22 lb
	Aizimuth	A _{net} (ft ²)	C _a =	P= GCA _N q _z
Normal	90°	1.27	1.20	64 lb
Transv.	180°	0.84	1.20	43 lb

17 Vert Antenna**Attach to N.Face**

L= 144.00"		N= 1	d= 2.38"	A _r = 60.56
x= 0.67'	z= 1.15'	y= 79.'	q _z = 49.55	W= 42 lb
	Aizimuth	A _{net} (ft ²)	C _a =	P= GCA _N q _z
Normal	90°	2.38	1.20	120 lb
Transv.	180°	2.38	1.20	120 lb

18 Mult. Hoop Antenna-Bottom**Attach to Leg 2**

L= 24.00"		N= 2	d= 1.50"	A _r = 16.00
L= 60.00"		N= 2	d= 0.63"	A _r = 96.00
L= 160.00"		N= 1	d= 1.90"	A _r = 84.21
x= 0.'	z= 2.'	y= 60.5'	q _z = 46.84	W= 47 lb
	Aizimuth	A _{net} (ft ²)	C _a =	P= GCA _N q _z
Normal	90°	3.13	1.20	150 lb
Transv.	180°	2.63	1.20	126 lb

18 Mult. Hoop Antenna-Top**Attach to Leg 2**

L= 36.00"		N= 2	d= 1.50"	A _r = 24.00
L= 60.00"		N= 2	d= 0.63"	A _r = 96.00
L= 80.00"		N= 1	d= 1.90"	A _r = 42.11
x= 0.'	z= 2.17'	y= 79.5'	q _z = 49.61	W= 34 lb
	Aizimuth	A _{net} (ft ²)	C _a =	P= GCA _N q _z
Normal	90°	2.33	1.20	118 lb
Transv.	180°	1.58	1.20	80 lb

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SEE FEM

Deflection $\Delta_U =$ 8.79 in
 Convert to service load wind (60 mph):
 $\Delta_S =$ 0.6667 0.6667 8.79 /1.6= 2.44 in
 $\Delta_{allow} = 0.03H =$ 12 0.03 80.' = 28.80 in **OK**

Legs 2"Ø Pipe

	Beam	L/C	Node	Fx kip	Fy kip	Fz kip	Mx kip-in	My kip-in	Mz kip-in
Max Fx	1	7 1.2D+1.2WX+1.2WZ	1	97.18	-0.08	-0.02	-10.36	0.27	-2.87
Min Fx	3	15 1.2D+1.2WX-1.2WZ	16	-94.81	0.02	-0.05	0.57	-1.31	0.63
Max Fy	9	18 0.9D-1.2WX-1.2WZ	12	-69.33	0.91	-0.08	36.66	3.99	5.44
Min Fy	629	13 1.2D-1.2WX-1.2WZ	14	-65.89	-1.08	0.44	-52.45	-4.46	1.92
Max Fz	9	14 1.2D-1.2WX+1.2WZ	12	-17.65	0.18	1.01	10.03	3.10	3.27
Min Fz	629	19 0.9D-1.2WX+1.2WZ	14	-17.78	-0.33	-0.70	-7.95	-3.21	-0.60
Max Mx	9	13 1.2D-1.2WX-1.2WZ	12	-68.92	0.90	-0.03	39.28	5.03	6.01
Min Mx	629	13 1.2D-1.2WX-1.2WZ	320	-65.89	-1.08	0.44	-52.45	-7.12	-4.57
Max My	591	14 1.2D-1.2WX+1.2WZ	320	-17.08	-0.06	0.43	-0.03	11.82	3.25
Min My	628	12 1.2D-1.6WZ	319	-33.12	-0.16	0.40	-9.36	-11.45	-4.96
Max Mz	9	13 1.2D-1.2WX-1.2WZ	12	-68.92	0.90	-0.03	39.28	5.03	6.01
Min Mz	11	7 1.2D+1.2WX+1.2WZ	14	65.60	-0.16	0.08	19.83	-3.60	-6.65

P2xStd	A=	1 in ²	S _x =	0.53 in ³	Z _x =	0.71 in ³	I _x =	0.627 in ⁴	C
Øf _y =					0.9	35	=	31.5 k/in ²	
Max Fx:	F _x =	97.18	M _y =	0.27	M _z =	-2.87	M=	2.88	
f _U = F/A+M/Z=				97.18	/1.00	+2.88	/0.713=	101.22 k/in ²	NG
Min Fx:	F _x =	-94.81	M _y =	-1.31	M _z =	0.63	M=	1.45	
f _U = F/A+M/Z=				94.81	/1.00	+1.45	/0.713=	96.84 k/in ²	NG
Max My:	F _x =	-17.08	M _y =	11.82	M _z =	3.25	M=	12.25	
f _U = F/A+M/Z=				17.08	/1.00	+12.25	/0.713=	34.27 k/in ²	NG
Min My:	F _x =	-33.12	M _y =	-11.45	M _z =	-4.96	M=	12.48	
f _U = F/A+M/Z=				33.12	/1.00	+12.48	/0.713=	50.62 k/in ²	NG
Max Mz:	F _x =	-68.92	M _y =	5.03	M _z =	6.01	M=	7.84	
f _U = F/A+M/Z=				68.92	/1.00	+7.84	/0.713=	79.91 k/in ²	NG
Min Mz:	F _x =	65.60	M _y =	-3.60	M _z =	-6.65	M=	7.56	
f _U = F/A+M/Z=				65.60	/1.00	+7.56	/0.713=	76.21 k/in ²	NG
f _{UMax} /Øf _y =						101.22	/31.5=	3.2134	

Greatly overstressed**Consider Guying Tower**

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Legs 1.44 "ø rod

	Beam	L/C	Node	Fx kip	Fy kip	Fz kip	Mx kip-in	My kip-in	Mz kip-in
Max Fx	97	7 1.2D+1.2WX+1.2WZ	2	61.77	-0.43	0.29	-11.19	-3.66	-4.24
Min Fx	97	18 0.9D-1.2WX-1.2WZ	40	-61.01	0.22	-0.62	11.36	2.54	2.25
Max Fy	98	6 1.2D+1.6WZ	4	-58.00	0.97	0.22	2.12	-0.66	4.40
Min Fy	99	14 1.2D-1.2WX+1.2WZ	6	61.39	-0.79	-0.73	8.86	5.48	-4.43
Max Fz	99	8 0.9D+1.6WX	118	-51.30	0.68	0.82	-11.37	-1.48	-0.46
Min Fz	99	11 1.2D-1.6WX	118	51.96	-0.70	-1.03	10.62	2.44	0.76
Max Mx	98	16 0.9D-1.6WX	4	1.07	0.01	-0.33	15.53	2.74	-0.49
Min Mx	98	5 1.2D+1.6WX	4	1.01	0.30	0.36	-16.85	-3.03	-0.20
Max My	99	11 1.2D-1.6WX	6	51.97	-0.70	-1.02	10.62	8.59	-3.45
Min My	99	8 0.9D+1.6WX	6	-51.30	0.68	0.81	-11.37	-6.36	3.62
Max Mz	99	15 1.2D+1.2WX-1.2WZ	6	-60.63	0.77	0.49	-9.71	-2.93	4.63
Min Mz	98	12 1.2D-1.6WZ	4	60.38	-0.61	-0.19	-3.63	0.33	-5.18

1.44 "ø rod	A=	1.62 in ²	S _x =	0.29 in ³	Z _x =	0.5 in ³	I _x =	0.2096 in ⁴	C
øf _y =					0.9	35	=	31.5 k/in ²	
Max Fx:	F _x =	61.77	M _y =	-3.66	M _z =	-4.24	M=	5.60	
f _U = F/A+M/Z=				61.77	/1.62	+5.60	/0.495=	49.37 k/in ²	NG
Min Fx:	F _x =	-61.01	M _y =	2.54	M _z =	2.25	M=	3.39	
f _U = F/A+M/Z=				61.01	/1.62	+3.39	/0.495=	44.44 k/in ²	NG
Max My:	F _x =	51.97	M _y =	8.59	M _z =	-3.45	M=	9.26	
f _U = F/A+M/Z=				51.97	/1.62	+9.26	/0.495=	50.72 k/in ²	NG
Min My:	F _x =	-51.30	M _y =	-6.36	M _z =	3.62	M=	7.32	
f _U = F/A+M/Z=				51.30	/1.62	+7.32	/0.495=	46.39 k/in ²	NG
Max Mz:	F _x =	-60.63	M _y =	-2.93	M _z =	4.63	M=	5.48	
f _U = F/A+M/Z=				60.63	/1.62	+5.48	/0.495=	48.42 k/in ²	NG
Min Mz:	F _x =	60.38	M _y =	0.33	M _z =	-5.18	M=	5.19	
f _U = F/A+M/Z=				60.38	/1.62	+5.19	/0.495=	47.68 k/in ²	NG
f _{UMax} /øf _y =						50.72	/31.5=	1.61	

Highly overstressed**Consider Guying Tower**

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Legs 1.25 "ø rod

	Beam	L/C	Node	Fx kip	Fy kip	Fz kip	Mx kip-in	My kip-in	Mz kip-in
Max Fx	101	12 1.2D-1.6WZ	38	22.56	0.01	-0.01	-0.93	0.06	-0.14
Min Fx	102	15 1.2D+1.2WX-1.2WZ	235	-22.14	-0.04	-0.14	-7.50	-0.80	0.40
Max Fy	335	9 0.9D+1.6WZ	273	0.42	1.21	1.04	-0.02	-1.72	-2.21
Min Fy	335	12 1.2D-1.6WZ	273	-0.41	-1.26	-1.17	0.03	1.01	2.58
Max Fz	334	9 0.9D+1.6WZ	272	0.15	0.96	1.09	-0.02	7.68	-3.96
Min Fz	334	12 1.2D-1.6WZ	272	-0.06	-1.07	-1.18	0.39	-8.18	4.36
Max Mx	102	11 1.2D-1.6WX	39	18.85	-0.18	0.00	10.30	-0.35	-0.36
Min Mx	102	8 0.9D+1.6WX	39	-18.56	0.05	-0.17	-10.14	0.25	0.33
Max My	335	12 1.2D-1.6WZ	272	-0.41	-1.26	-1.16	0.03	8.00	-4.97
Min My	334	12 1.2D-1.6WZ	272	-0.06	-1.07	-1.18	0.39	-8.18	4.36
Max Mz	335	6 1.2D+1.6WZ	272	0.42	1.20	1.02	-0.02	-7.96	5.07
Min Mz	335	17 0.9D-1.6WZ	272	-0.41	-1.25	-1.14	0.03	7.99	-4.98

1.25 "ø rod	A=	1.23 in ²	S _x =	0.19 in ³	Z _x =	0.33 in ³	I _x =	0.1198 in ⁴	C
øf _y =					0.9	35	=	31.5 k/in ²	
Max Fx:	F _x =	22.56	M _y =	0.06	M _z =	-0.14	M=	0.15	
f _U = F/A+M/Z=				22.56	/1.23	+0.15	/0.326=	18.86 k/in ²	OK
Min Fx:	F _x =	-22.14	M _y =	-0.80	M _z =	0.40	M=	0.90	
f _U = F/A+M/Z=				22.14	/1.23	+0.90	/0.326=	20.81 k/in ²	OK
Max My:	F _x =	-0.41	M _y =	8.00	M _z =	-4.97	M=	9.41	
f _U = F/A+M/Z=				0.41	/1.23	+9.41	/0.326=	29.25 k/in ²	OK
Min My:	F _x =	-0.06	M _y =	-8.18	M _z =	4.36	M=	9.26	
f _U = F/A+M/Z=				0.06	/1.23	+9.26	/0.326=	28.51 k/in ²	OK
Max Mz:	F _x =	0.42	M _y =	-7.96	M _z =	5.07	M=	9.43	
f _U = F/A+M/Z=				0.42	/1.23	+9.43	/0.326=	29.32 k/in ²	OK
Min Mz:	F _x =	-0.41	M _y =	7.99	M _z =	-4.98	M=	9.42	
f _U = F/A+M/Z=				0.41	/1.23	+9.42	/0.326=	29.26 k/in ²	OK
f _{UMax} /øf _y =						31.50	/31.5=	1	

 HEERUP ENGINEERING, PC Carl V. Heerup II, PE Construction Management, Civil & Structural Engineering	Gila County Mt. Ord Antenna Inspection	ENGINEER	DATE	NORTH	SHEET
		CVH	07/07/17		
		CHECKED	JOB No.		OF
		CVH	7.3008		

Braces L 1.5x1.5x0.125

	Beam	L/C	Node	Fx kip	Fy kip	Fz kip	Mx kip-in	My kip-in	Mz kip-in
Max Fx	84	13 1.2D-1.2WX-1.2WZ	33	4.09	0.00	-0.03	1.95	0.00	0.00
Min Fx	41	13 1.2D-1.2WX-1.2WZ	15	-4.02	0.02	-0.03	-0.64	0.00	0.00
Max Fy	27	5 1.2D+1.6WX	20	-3.42	0.03	0.00	-0.25	0.00	0.00
Min Fy	27	5 1.2D+1.6WX	12	-3.38	-0.03	0.00	-0.25	0.00	0.00
Max Fz	74	13 1.2D-1.2WX-1.2WZ	4	1.40	-0.01	2.79	-0.13	-32.05	-0.14
Min Fz	74	10 0.9D+1.2WX+1.2WZ	4	-1.28	0.01	-1.93	0.09	24.26	0.06
Max Mx	70	13 1.2D-1.2WX-1.2WZ	31	0.21	-0.02	-0.02	2.71	0.00	0.00
Min Mx	61	13 1.2D-1.2WX-1.2WZ	14	1.64	0.02	0.01	-4.10	0.00	0.00
Max My	74	13 1.2D-1.2WX-1.2WZ	2	1.39	-0.02	2.78	-0.13	51.53	0.34
Min My	74	10 0.9D+1.2WX+1.2WZ	2	-1.26	0.01	-1.92	0.09	-33.56	-0.19
Max Mz	74	11 1.2D-1.6WX	2	0.87	-0.02	2.66	-0.15	46.32	0.34
Min Mz	74	8 0.9D+1.6WX	2	-0.75	0.01	-1.80	0.11	-28.35	-0.20

L 1.5x1.5x0.125	A=	0.36 in ²	S _x =	0.07 in ³	Z _x =	0.13 in ³	I _x =	0.0282 in ⁴	
øf _y =					0.9	36	=	32.4 k/in ²	
Max Fx:	F _x =	4.09	M _y =	0.00	M _z =	0.00	M=	0.00	
f _U = F/A+M/Z=				4.09	/0.36	+0.00	/0.128=	11.37 k/in ²	OK
Min Fx:	F _x =	-4.02	M _y =	0.00	M _z =	0.00	M=	0.00	
f _U = F/A+M/Z=				4.02	/0.36	+0.00	/0.128=	11.20 k/in ²	OK
Max My:	F _x =	1.39	M _y =	51.53	M _z =	0.34	M=	51.53	
f _U = F/A+M/Z=				1.39	/0.36	+51.53	/0.128=	408.01 k/in ²	NG
Min My:	F _x =	-1.26	M _y =	-33.56	M _z =	-0.19	M=	33.56	
f _U = F/A+M/Z=				1.26	/0.36	+33.56	/0.128=	266.74 k/in ²	NG
Max Mz:	F _x =	0.87	M _y =	46.32	M _z =	0.34	M=	46.32	
f _U = F/A+M/Z=				0.87	/0.36	+46.32	/0.128=	365.68 k/in ²	NG
Min Mz:	F _x =	-0.75	M _y =	-28.35	M _z =	-0.20	M=	28.35	
f _U = F/A+M/Z=				0.75	/0.36	+28.35	/0.128=	224.39 k/in ²	NG
f _{UMax} /øf _y =						408.01	/32.4=	12.593	

Greatly overstressed**Consider Guying tower**

 HEERUP ENGINEERING, PC Carl V. Heerup II, PE Construction Management, Civil & Structural Engineering	Gila County Mt. Ord Antenna Inspection	ENGINEER	DATE	NORTH	SHEET
		CVH	07/07/17		
		CHECKED	JOB No.		OF
		CVH	7.3008		

Braces 0.63 "ø rod

	Beam	L/C	Node	Fx kip	Fy kip	Fz kip	Mx kip-in	My kip-in	Mz kip-in
Max Fx	337	11 1.2D-1.6WX	6	4.02	0.00	0.00	-0.17	0.00	0.00
Min Fx	338	11 1.2D-1.6WX	40	-3.78	0.00	0.00	0.13	0.00	0.00
Max Fy	419	13 1.2D-1.2WX-1.2WZ	2	-2.16	0.00	0.00	-0.16	0.00	0.00
Min Fy	419	13 1.2D-1.2WX-1.2WZ	79	-2.15	0.00	0.00	-0.16	0.00	0.00
Max Fz	338	6 1.2D+1.6WZ	40	0.00	0.00	0.01	0.01	0.00	0.00
Min Fz	338	6 1.2D+1.6WZ	119	0.00	0.00	-0.01	0.01	0.00	0.00
Max Mx	580	8 0.9D+1.6WX	273	-0.68	0.00	0.00	0.42	0.00	0.00
Min Mx	580	11 1.2D-1.6WX	273	0.44	0.00	0.00	-0.44	0.00	0.00
Max My	337	4 1.4D	6	0.44	0.00	0.00	-0.02	0.00	0.00
Min My	337	4 1.4D	6	0.44	0.00	0.00	-0.02	0.00	0.00
Max Mz	337	4 1.4D	6	0.44	0.00	0.00	-0.02	0.00	0.00
Min Mz	337	4 1.4D	6	0.44	0.00	0.00	-0.02	0.00	0.00

0.63 "ø rod	A=	0.31 in ²	S _x =	0.02 in ³	Z _x =	0.04 in ³	I _x =	0.0075 in ⁴	C
øf _y =					0.9	35	=	31.5 k/in ²	
Max Fx:	F _x =	4.02	M _y =	0.00	M _z =	0.00	M=	0.00	
f _U = F/A+M/Z=				4.02	/0.31	+0.00	/0.041=	13.12 k/in ²	OK
Min Fx:	F _x =	-3.78	M _y =	0.00	M _z =	0.00	M=	0.00	
f _U = F/A+M/Z=				3.78	/0.31	+0.00	/0.041=	12.33 k/in ²	OK
Max My:	F _x =	0.44	M _y =	0.00	M _z =	0.00	M=	0.00	
f _U = F/A+M/Z=				0.44	/0.31	+0.00	/0.041=	1.45 k/in ²	OK
Min My:	F _x =	0.44	M _y =	0.00	M _z =	0.00	M=	0.00	
f _U = F/A+M/Z=				0.44	/0.31	+0.00	/0.041=	1.45 k/in ²	OK
Max Mz:	F _x =	0.44	M _y =	0.00	M _z =	0.00	M=	0.00	
f _U = F/A+M/Z=				0.44	/0.31	+0.00	/0.041=	1.45 k/in ²	OK
Min Mz:	F _x =	0.44	M _y =	0.00	M _z =	0.00	M=	0.00	
f _U = F/A+M/Z=				0.44	/0.31	+0.00	/0.041=	1.45 k/in ²	OK
f _{UMax} /øf _y =						31.50	/31.5=	1	



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3720173008

Sheet No

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Part Mt. Ord

Job Title Gila County Antenna Inspection

Ref

By CVH

Date 26-Jun-17

Chd

Client Gila County

File Mt Ord.std

Date/Time 03-Jul-2017 08:13

Job Information

	Engineer	Checked	Approved
Name:	CVH		
Date:	26-Jun-17		

Structure Type	SPACE FRAME
----------------	-------------

Number of Nodes	324	Highest Node	324
Number of Elements	633	Highest Beam	636

Number of Basic Load Cases	-2
Number of Combination Load Cases	17

Included in this printout are data for:

All	The Whole Structure
-----	---------------------

Included in this printout are results for load cases:

Type	L/C	Name
Primary	1	DEAD
Primary	2	WINDX
Primary	3	WINDZ
Combination	4	1.4D
Combination	5	1.2D+1.6WX
Combination	6	1.2D+1.6WZ
Combination	7	1.2D+1.2WX+1.2WZ
Combination	8	0.9D+1.6WX
Combination	9	0.9D+1.6WZ
Combination	10	0.9D+1.2WX+1.2WZ
Combination	11	1.2D-1.6WX
Combination	12	1.2D-1.6WZ
Combination	13	1.2D-1.2WX-1.2WZ
Combination	14	1.2D-1.2WX+1.2WZ
Combination	15	1.2D+1.2WX-1.2WZ
Combination	16	0.9D-1.6WX
Combination	17	0.9D-1.6WZ
Combination	18	0.9D-1.2WX-1.2WZ
Combination	19	0.9D-1.2WX+1.2WZ
Combination	20	0.9D+1.2WX-1.2WZ



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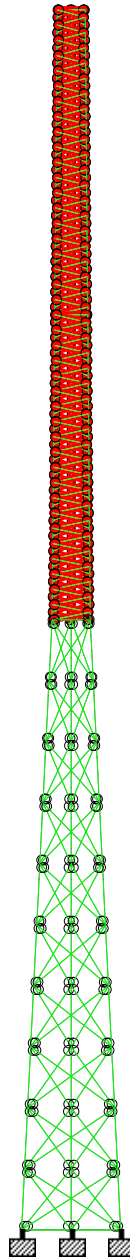
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Y
Z-X



Load 4 : Displacement

5/8"Ø Rods (Input data was modified after picture taken)



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Section Properties

Prop	Section	Area (in ²)	I _{yy} (in ⁴)	I _{zz} (in ⁴)	J (in ⁴)	Material
1	PIPX20	1.020	0.627	0.627	1.262	STEEL
2	Prismatic General	0.360	0.075	0.028	0.075	STEEL
3	Cir 1.44	1.623	0.210	0.210	0.419	STEEL
4	Cir 1.25	1.227	0.120	0.120	0.240	STEEL
5	Cir 0.62	0.307	0.007	0.007	0.015	STEEL

Supports

Node	X (kip/in)	Y (kip/in)	Z (kip/in)	rX (kip*ft/deg)	rY (kip*ft/deg)	rZ (kip*ft/deg)
1	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed
3	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed
5	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed

Node Displacement Summary

	Node	L/C	X (in)	Y (in)	Z (in)	Resultant (in)	rX (rad)	rY (rad)	rZ (rad)
Max X	36	5:1.2D+1.6WX	34.807	0.614	-0.257	34.813	0.010	1.309	-0.063
Min X	36	16:0.9D-1.6WX	-34.561	-0.645	-0.244	34.568	-0.011	-1.385	0.063
Max Y	160	18:0.9D-1.2WX	-16.704	0.800	-16.594	23.558	-0.036	-0.655	0.044
Min Y	161	7:1.2D+1.2WX	17.110	-0.838	16.599	23.853	0.036	0.606	-0.044
Max Z	34	9:0.9D+1.6WZ	0.090	-0.380	34.113	34.115	0.056	0.019	-0.000
Min Z	34	12:1.2D-1.6WZ	0.156	0.340	-34.547	34.549	-0.057	-0.081	0.000
Max rX	272	9:0.9D+1.6WZ	0.084	-0.378	33.259	33.262	0.064	0.012	-0.003
Min rX	272	12:1.2D-1.6WZ	0.157	0.348	-33.745	33.747	-0.066	-0.088	0.003
Max rY	273	8:0.9D+1.6WX	34.430	0.622	-0.178	34.436	0.010	1.320	-0.064
Min rY	273	11:1.2D-1.6WX	-34.187	-0.653	-0.316	34.194	-0.012	-1.396	0.064
Max rZ	272	11:1.2D-1.6WX	-33.838	-0.656	-0.312	33.846	-0.012	-1.385	0.066
Min rZ	272	8:0.9D+1.6WX	34.079	0.625	-0.174	34.085	0.010	1.310	-0.066
Max Rst	34	15:1.2D+1.2W	26.152	-0.225	-25.989	36.870	-0.050	0.836	-0.047



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Beam End Force Summary

The signs of the forces at end B of each beam have been reversed. For example: this means that the Min Fx entry gives the largest tension value for an beam.

	Beam	Node	L/C	Axial	Shear		Torsion	Bending	
				Fx (kip)	Fy (kip)	Fz (kip)	Mx (kip'in)	My (kip'in)	Mz (kip'in)
Max Fx	1	1	7:1.2D+1.2WX	97.179	-0.076	-0.018	-10.356	0.271	-2.869
Min Fx	3	16	15:1.2D+1.2W	-94.806	0.016	-0.049	0.573	-1.310	0.628
Max Fy	335	273	9:0.9D+1.6WZ	0.415	1.212	1.043	-0.021	-1.718	-2.207
Min Fy	335	273	12:1.2D-1.6WZ	-0.408	-1.259	-1.166	0.026	1.013	2.579
Max Fz	74	4	13:1.2D-1.2WX	1.401	-0.014	2.790	-0.133	-32.046	-0.138
Min Fz	74	4	10:0.9D+1.2W	-1.279	0.010	-1.931	0.090	24.257	0.057
Max Mx	9	12	13:1.2D-1.2WX	-68.918	0.896	-0.034	39.279	5.026	6.012
Min Mx	629	320	13:1.2D-1.2WX	-65.891	-1.075	0.441	-52.450	-7.120	-4.565
Max My	74	2	13:1.2D-1.2WX	1.385	-0.018	2.781	-0.133	51.529	0.338
Min My	74	2	10:0.9D+1.2W	-1.264	0.007	-1.923	0.090	-33.560	-0.192
Max Mz	9	12	13:1.2D-1.2WX	-68.918	0.896	-0.034	39.279	5.026	6.012
Min Mz	11	14	7:1.2D+1.2WX	65.604	-0.164	0.083	19.825	-3.603	-6.647



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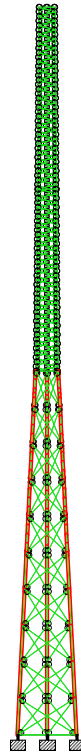
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Beam End Force Summary Legs-2"ø Pipe

The signs of the forces at end B of each beam have been reversed. For example: this means that the Min Fx entry gives the largest tension value for an beam.

	Beam	Node	L/C	Axial	Shear		Torsion	Bending	
				Fx (kip)	Fy (kip)	Fz (kip)	Mx (kip'in)	My (kip'in)	Mz (kip'in)
Max Fx	1	1	7:1.2D+1.2WX-	97.179	-0.076	-0.018	-10.356	0.271	-2.869
Min Fx	3	16	15:1.2D+1.2W)	-94.806	0.016	-0.049	0.573	-1.310	0.628
Max Fy	9	12	18:0.9D-1.2WX	-69.327	0.912	-0.077	36.657	3.993	5.440
Min Fy	629	14	13:1.2D-1.2WX	-65.893	-1.083	0.443	-52.450	-4.462	1.921
Max Fz	9	12	14:1.2D-1.2WX	-17.649	0.182	1.012	10.034	3.103	3.269
Min Fz	629	14	19:0.9D-1.2WX	-17.782	-0.334	-0.701	-7.954	-3.205	-0.598
Max Mx	9	12	13:1.2D-1.2WX	-68.918	0.896	-0.034	39.279	5.026	6.012
Min Mx	629	320	13:1.2D-1.2WX	-65.891	-1.075	0.441	-52.450	-7.120	-4.565
Max My	591	320	14:1.2D-1.2WX	-17.082	-0.055	0.426	-0.031	11.816	3.246
Min My	628	319	12:1.2D-1.6WZ	-33.115	-0.155	0.402	-9.359	-11.449	-4.961
Max Mz	9	12	13:1.2D-1.2WX	-68.918	0.896	-0.034	39.279	5.026	6.012
Min Mz	11	14	7:1.2D+1.2WX-	65.604	-0.164	0.083	19.825	-3.603	-6.647

Y
Z-X



Load 4 : Displacement

2" Pipe Legs (Input data was modified after picture taken)



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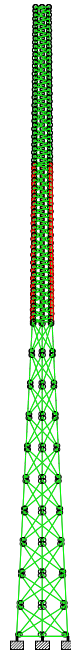
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Beam End Force Summary Legs- 1 7/16"ø Solid

The signs of the forces at end B of each beam have been reversed. For example: this means that the Min Fx entry gives the largest tension value for an beam.

	Beam	Node	L/C	Axial	Shear		Torsion	Bending	
				Fx (kip)	Fy (kip)	Fz (kip)	Mx (kip'in)	My (kip'in)	Mz (kip'in)
Max Fx	97	2	7:1.2D+1.2WX	61.769	-0.432	0.289	-11.189	-3.659	-4.239
Min Fx	97	40	18:0.9D-1.2WX	-61.012	0.215	-0.618	11.360	2.538	2.250
Max Fy	98	4	6:1.2D+1.6WZ	-58.003	0.966	0.218	2.122	-0.663	4.398
Min Fy	99	6	14:1.2D-1.2WX	61.394	-0.792	-0.727	8.858	5.476	-4.430
Max Fz	99	118	8:0.9D+1.6WX	-51.301	0.678	0.815	-11.369	-1.482	-0.463
Min Fz	99	118	11:1.2D-1.6WX	51.962	-0.699	-1.027	10.624	2.438	0.762
Max Mx	98	4	16:0.9D-1.6WX	1.069	0.013	-0.327	15.533	2.741	-0.487
Min Mx	98	4	5:1.2D+1.6WX	1.010	0.299	0.356	-16.849	-3.033	-0.195
Max My	99	6	11:1.2D-1.6WX	51.965	-0.704	-1.024	10.624	8.590	-3.448
Min My	99	6	8:0.9D+1.6WX	-51.298	0.683	0.812	-11.369	-6.362	3.620
Max Mz	99	6	15:1.2D+1.2W	-60.632	0.768	0.485	-9.710	-2.931	4.626
Min Mz	98	4	12:1.2D-1.6WZ	60.379	-0.609	-0.185	-3.626	0.330	-5.177

Y
Z-X



Load 4 : Displacement

1 4/16"ø LEGS (Input data was modified after picture taken)



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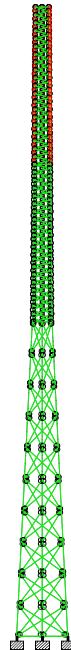
Beam End Force Summary

Legs-1 1/4"Ø Solid

The signs of the forces at end B of each beam have been reversed. For example: this means that the Min Fx entry gives the largest tension value for an beam.

	Beam	Node	L/C	Axial	Shear		Torsion	Bending	
				Fx (kip)	Fy (kip)	Fz (kip)	Mx (kip'in)	My (kip'in)	Mz (kip'in)
Max Fx	101	38	12:1.2D-1.6WZ	22.559	0.008	-0.007	-0.933	0.056	-0.144
Min Fx	102	235	15:1.2D+1.2W	-22.143	-0.036	-0.141	-7.499	-0.804	0.403
Max Fy	335	273	9:0.9D+1.6WZ	0.415	1.212	1.043	-0.021	-1.718	-2.207
Min Fy	335	273	12:1.2D-1.6WZ	-0.408	-1.259	-1.166	0.026	1.013	2.579
Max Fz	334	272	9:0.9D+1.6WZ	0.149	0.962	1.089	-0.016	7.682	-3.963
Min Fz	334	272	12:1.2D-1.6WZ	-0.064	-1.067	-1.179	0.390	-8.175	4.355
Max Mx	102	39	11:1.2D-1.6WX	18.853	-0.181	0.002	10.297	-0.347	-0.361
Min Mx	102	39	8:0.9D+1.6WX	-18.560	0.046	-0.173	-10.141	0.246	0.331
Max My	335	272	12:1.2D-1.6WZ	-0.405	-1.256	-1.161	0.026	7.995	-4.969
Min My	334	272	12:1.2D-1.6WZ	-0.064	-1.067	-1.179	0.390	-8.175	4.355
Max Mz	335	272	6:1.2D+1.6WZ	0.419	1.202	1.021	-0.021	-7.957	5.068
Min Mz	335	272	17:0.9D-1.6WZ	-0.407	-1.250	-1.144	0.025	7.990	-4.981

Y
Z-X



Load 4 : Displacement

1 1/4"Ø LEGS (Input data was modified after picture taken)



Software licensed to AMECFW

Job No
3720173008

Sheet No

Rev

Part Mt. Ord

Job Title Gila County Antenna Inspection

Ref

By CVH

Date 26-Jun-17

Chd

Client Gila County

File Mt Ord.std

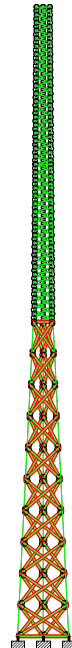
Date/Time 03-Jul-2017 08:13

Beam End Force Summary Braces-L 1½"x 1½"

The signs of the forces at end B of each beam have been reversed. For example: this means that the Min Fx entry gives the largest tension value for an beam.

	Beam	Node	L/C	Axial	Shear		Torsion	Bending	
				Fx (kip)	Fy (kip)	Fz (kip)	Mx (kip'in)	My (kip'in)	Mz (kip'in)
Max Fx	84	33	13:1.2D-1.2WX	4.085	0.001	-0.026	1.948	0.000	0.000
Min Fx	41	15	13:1.2D-1.2WX	-4.024	0.020	-0.031	-0.635	0.000	0.000
Max Fy	27	20	5:1.2D+1.6WX	-3.422	0.026	-0.001	-0.247	0.000	0.000
Min Fy	27	12	5:1.2D+1.6WX	-3.379	-0.026	0.001	-0.247	-0.000	-0.000
Max Fz	74	4	13:1.2D-1.2WX	1.401	-0.014	2.790	-0.133	-32.046	-0.138
Min Fz	74	4	10:0.9D+1.2W	-1.279	0.010	-1.931	0.090	24.257	0.057
Max Mx	70	31	13:1.2D-1.2WX	0.206	-0.015	-0.015	2.707	0.000	0.000
Min Mx	61	14	13:1.2D-1.2WX	1.636	0.021	0.013	-4.095	0.000	0.000
Max My	74	2	13:1.2D-1.2WX	1.385	-0.018	2.781	-0.133	51.529	0.338
Min My	74	2	10:0.9D+1.2W	-1.264	0.007	-1.923	0.090	-33.560	-0.192
Max Mz	74	2	11:1.2D-1.6WX	0.868	-0.019	2.660	-0.150	46.315	0.342
Min Mz	74	2	8:0.9D+1.6WX	-0.746	0.008	-1.801	0.107	-28.345	-0.196

Y
Z-X



Load 4 : Displacement

1.5x1.5 ANGLES (Input data was modified after picture taken)



Software licensed to AMECFW

Job No
3720173008

Sheet No

Rev

Part Mt. Ord

Job Title Gila County Antenna Inspection

Ref

By CVH

Date 26-Jun-17

Chd

Client Gila County

File Mt Ord.std

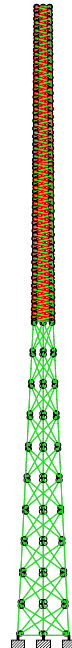
Date/Time 03-Jul-2017 08:13

Beam End Force Summary Braces-5/8"ø

The signs of the forces at end B of each beam have been reversed. For example: this means that the Min Fx entry gives the largest tension value for an beam.

	Beam	Node	L/C	Axial	Shear		Torsion	Bending	
				Fx (kip)	Fy (kip)	Fz (kip)	Mx (kip'in)	My (kip'in)	Mz (kip'in)
Max Fx	337	6	11:1.2D-1.6WX	4.024	0.002	-0.000	-0.174	0.000	0.000
Min Fx	338	40	11:1.2D-1.6WX	-3.783	0.002	0.000	0.130	0.000	0.000
Max Fy	419	2	13:1.2D-1.2WX	-2.159	0.002	0.002	-0.161	0.000	0.000
Min Fy	419	79	13:1.2D-1.2WX	-2.151	-0.002	-0.002	-0.161	-0.000	-0.000
Max Fz	338	40	6:1.2D+1.6WZ	-0.004	0.002	0.006	0.005	0.000	0.000
Min Fz	338	119	6:1.2D+1.6WZ	-0.004	-0.002	-0.006	0.005	-0.000	-0.000
Max Mx	580	273	8:0.9D+1.6WX	-0.677	0.001	-0.004	0.417	0.000	0.000
Min Mx	580	273	11:1.2D-1.6WX	0.444	0.001	0.004	-0.442	0.000	0.000
Max My	337	6	1:DEAD	0.317	0.001	-0.000	-0.011	0.000	0.000
Min My	337	6	1:DEAD	0.317	0.001	-0.000	-0.011	0.000	0.000
Max Mz	337	6	1:DEAD	0.317	0.001	-0.000	-0.011	0.000	0.000
Min Mz	337	6	1:DEAD	0.317	0.001	-0.000	-0.011	0.000	0.000

Y
Z-X



Load 4 : Displacement

5/8"ø Rods (Input data was modified after picture taken)

February 26, 2018

Mr. Thomas Crosby
Director of Wireless Services, Maricopa County
3324 Gibson Lane
Phoenix, AZ 85001

Subject: Gila County Tower Options – Mount Ord

Tom;

Per your request, Motorola Solutions, Inc. has prepared the following options for Gila County at Mount Ord. Motorola Solutions will firm up all pricing once a firm direction is communicated.

OPTION 1 – New 100' SST

SOW:

Motorola Solutions will provide ALL material and labor for work outlined below:

- 1) Secure all drawings & necessary permits to perform work outlined in SOW
- 2) Transfer over existing Gila County Antenna from existing tower to Maricopa tower temporarily while new tower is constructed. Supply and install new Coax/connectors.
- 3) Bring Temporary Generator to site for backup of Gila County facility. Existing Generator will need to be moved to fit drill rig behind building.
- 4) Demo existing Tower Structure and recycle tower
- 5) Demo existing tower foundation and dispose of concrete
- 6) Supply and install new tower foundation per tower manufacturers design
- 7) Supply and install new 100' SST
- 8) Supply and install new Ice Bridge for Coax
- 9) Supply and install new exterior grounding system for tower and ice bridge
- 10) Relocate existing Gila County antenna from Maricopa Tower to new Gila County Tower

ROM (NTE) for work outlined above: = \$ 509,090.91

Optional line item:

New 45Kw Liquid Propane Generator with a raised pedestal for the Gila County communications building. Pricing includes all new piping to propane tanks and an ice shield to cover generator.

Materials and Labor = \$ 65,454.55

OPTION 2 – Collocate Gila County antenna's on Maricopa County Tower**SOW:****Motorola Solutions to provide ALL material and labor for work outlined below**

- 1) Perform Structural Analysis on Maricopa County Tower. Maricopa is requesting to keep the current 30% future growth capacity on the new tower.
- 2) Pending results from Structural analysis, supply a retrofit design to enhance Maricopa county tower so it can structurally handle the Gila County loading and leave Maricopa county with its required growth.
- 3) Secure all drawings & necessary permits to perform work outlined in SOW
- 4) Supply and install tower steel upgrades outlined in retrofit design
- 5) Supply and install upgrades to the tower foundation as outlined in retrofit design
- 6) Supply and install new ice bridge from Gila county building to Maricopa county tower
- 7) Move all Gila county Antenna from existing tower to Maricopa county tower. New lines and connectors/tower mounting material to be supplied by Motorola
- 8) Supply and Install required exterior grounding upgrades to Ice Bridge and tower.
- 9) Demo existing Tower Structure and recycle tower
- 10) Demo old tower foundation anchor bolts to ground level.

ROM (NTE) for work outlined above: = \$ 290,909.09*

Optional line item:

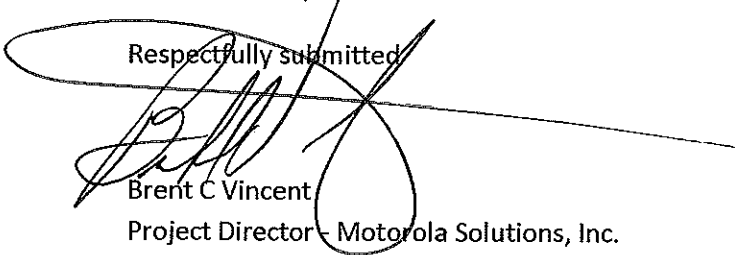
New 45Kw Liquid Propane Generator with a raised pedestal for the Gila County communications building. Pricing includes all new piping to propane tanks and an ice shield to cover generator.

Materials and Labor = \$ 65,454.55

*Motorola Solutions reserves the right to adjust this pricing based upon a final structural analysis for the Maricopa County tower.

All pricing follows the agreed to pricing levels in the Maricopa County P25 Upgrade Contract between Maricopa County and Motorola Solutions, Inc. Pricing does not include applicable taxes. All pricing is good for 60 days from the date offered.

Respectfully submitted,



Brent C Vincent

Project Director – Motorola Solutions, Inc.

Cc: Jimmy Trivedi – Account Manger, Motorola Solutions, Inc.

Larry Zak – ADW Comm

ARF-5379

Regular Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

Fiscal Year: 2018-2019

Budgeted?: Yes

Contract Dates 2016-2020

Grant?: No

Begin & End:

Matching Yes

Fund?: New

Requirement?:

Information

Request/Subject

Adoption of Resolution No. 19-04-01 authorizing the execution of Amendment No. Two to an Intergovernmental Agreement (JPA File No. IGA/JPA 16-0005916-I) with the Arizona Department of Transportation (ADOT) for the bridge replacement project on Colcord Road east of Payson.

Background Information

On September 6, 2016, the Board adopted Resolution No. 16-09-02 authorizing the approval of an Intergovernmental Agreement (IGA/JPA 16-0005916-I) to replace the bridge on Colcord Road over Gordon Canyon east of Payson in Gila County. Gila County paid ADOT \$6,054 which was the County's 5.7% match for the scoping and design.

On May 9, 2017, the Board adopted Resolution No. 17-05-01 authorizing the approval of Amendment No. One which added an additional \$204,000 for scoping and design.

Due to the complexity of the design of the detour an additional \$65,000 is needed. The amount is being moved from the construction phase of the project into the scoping and design. This transfer requires 5.7% matching funds from the County bringing the County's match for scoping and design to \$16,036 of which Gila County has paid \$12,331 leaving a balance of \$3,705.

Evaluation

The transfer of funds is needed to keep the project moving forward.

Conclusion

It is the best interest of the County to keep the project moving forward.

Recommendation

The Public Works Department Director recommends that the Gila County Board of Supervisors adopt Resolution No. 19-04-01 approving Amendment No. Two to an Intergovernmental Agreement (IGA/JPA 16-0005916-I) between the State of Arizona, Department of Transportation, and Gila County for the 5.7% match of the transfer from construction phase into the scoping and design bringing the County's match for scoping and design to \$16,036 of which Gila County has paid \$12,331 leaving a balance of \$3,705 for the scoping and design phase of the bridge replacement project on Colcord Road east of Payson.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 19-04-01 authorizing the execution of Amendment No. Two to Intergovernmental Agreement (IGA/JPA 16-0005916-I) between Gila County and the State of Arizona, Department of Transportation, which is related to the bridge replacement project on Colcord Road east of Payson. **(Steve Sanders)**

Attachments

Resolution No. 19-04-01

Amendment No. Two

Amendment No. One

JPA/IGA 16-0005916-I

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



RESOLUTION NO. 19-04-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AMENDMENT NO. TWO TO AN INTERGOVERNMENTAL AGREEMENT (IGA/JPA 16-0005916-I) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN AND CONSTRUCTION OF A BRIDGE ON COLCORD ROAD OVER GORDON CANYON EAST OF PAYSON, ARIZONA

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking the design and construction of a bridge on Colcord Road over Gordon Canyon east of Payson, Arizona; and

WHEREAS, on September 6, 2016, the Gila County Board of Supervisors adopted Resolution No. 16-09-02 authorizing the execution of an Intergovernmental Agreement (IGA/JPA 16-0005916-I) with regard to the design and construction of a bridge on Colcord Road over Gordon Canyon; and

WHEREAS, on May 9, 2017, the Gila County Board of Supervisors adopted Resolution No. 17-05-01 authorizing Amendment No. One to IGA/JPA 16-0005916-I which revised the funding; and

WHEREAS, Amendment No. Two to IGA/JPA 16-0005916-I revises the funding; and

WHEREAS, an Intergovernmental Agreement or any subsequent amendment to the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement;

NOW, THEREFORE, BE IT RESOLVED, that the Gila County Board of Supervisors authorizes the execution of Amendment No. Two to an Intergovernmental Agreement (IGA/JPA 16-0005916-I) between Gila County and the State of Arizona, Department of Transportation, for the design and construction of a bridge on Colcord Road over Gordon Canyon east of Payson, Arizona.

PASSED AND ADOPTED this 16th day of April 2019, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk

Tim R. Humphrey, Chairman

Approved as to form:

Gila County Attorney's Office

ADOT File No.: IGA: 16-0005916-I
Amendment No. Two: 19-0007260-I
AG Contract No.: P001 2016 002054
Project Location/Name: Colcord Rd BR
11465, .8 miles West of Chamberlin Trail
Type of Work: Construct Bridge
Federal-aid No.: GGI-0(215)T
ADOT Project No.: T0087 01D/03D/01C
TIP/STIP No.: GIL17-01D & GIL20-01C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY

THIS AMENDMENT NO. TWO to INTERGOVERNMENTAL AGREEMENT (the “Amendment No. Two”), is entered into this date _____, pursuant to Arizona Revised Statutes (“A.R.S”) §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the “County”). The State and the County are collectively referred to as the “Parties.”

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, IGA/JPA 16-0005916-I, A.G. Contract No. P001 2016 002054, was executed on September 12, 2016, (the “Original Agreement”); and IGA/JPA 17-0006375-I Amendment No. One, executed on May 16, 2017, (the “Amendment No. One”);

WHEREAS, the State is empowered by A.R.S § 28-401 to enter into this Amendment No. Two and has delegated to the undersigned the authority to execute this Amendment No. Two on behalf of the State;

WHEREAS, the County is empowered by A.R.S § 11-251 to enter into this Amendment No. Two and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. Two and has authorized the undersigned to execute this Amendment No. Two on behalf of the County; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. Two is to revise Project costs and transfer off-system bridge funds from the construction phase to the design phase of the Project. The Parties desire to amend the Original Agreement and Amendment No. One, as follows:

I. RECITALS

Section I., Paragraph 7 is revised, as follows:

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering (CE) and administration costs. The estimated Project costs are as follows:

T0087 03D (scoping/design):

Federal-aid funds @ 94.3%	\$ 100,160.00
County's match @ 5.7%	\$ 6,054.00
Federal-aid Off-System Bridge funds @ 94.3%	\$ 265,295.00
County's match @ 5.7%	<u>\$ 16,036.00</u>
Subtotal – Scoping/Design *	\$ 387,545.00

T0087 01C (construction):

Federal-aid STP funds @ 94.3%	\$ 300,000.00
County's match @ 5.7%	\$ 18,134.00
County's contribution @ 100%	\$ 71,866.00
Federal-aid Off-System Bridge funds @ 94.3%	\$ 734,705.00
County's match @ 5.7%	<u>\$ 44,409.00</u>
Subtotal – Construction**	\$1,169,114.00

Total Estimated County Funds	\$ 156,499.00
Total Federal Funds	\$1,400,160.00

Estimated TOTAL Project Cost	\$1,556,659.00
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* (Includes ADOT Project Development Administration (PDA) (formerly referred to as PMDR) Costs)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the County) and 5% Project contingencies)

Consistent with the Original Agreement and Amendment No. One, the County has been invoiced and paid \$18,385.00 and will pay the remaining \$3,705.00 for the County's share of PDA and design costs within 30 days of receipt of an invoice.

II. SCOPE OF WORK

Section II, Paragraph 1.e. is revised, as follows:

1. The State will:
 - e. After completion of design and prior to bid advertisement, invoice the County for the actual PDA costs, as applicable, and the County's share of the Project construction costs, estimated at \$134,409.00. After the Project costs for construction are finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

Section II, Paragraph 2.d. is revised, as follows:

2. The County will:
 - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, any outstanding PDA costs and the the County's share of the Project construction costs, estimated at \$134,409.00. Be responsible for and pay the difference between the estimated and actual construction costs of the Project, within 30 days of receipt of an invoice.

III. MISCELLANEOUS PROVISIONS

Section III, Paragraphs 20. and 21. are added, as follows:

20. The Parties shall ensure that all contractors comply with the applicable requirements of A.R.S. §35-393.01.¹
21. The County acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement and Amendment No. One remain in full force and effect.

¹ In *Jordahl v. Brnovich et al.*, Case No. 3:17-cv-08263 (D. Ariz.), the U.S. District Court entered a preliminary injunction that enjoins the State from enforcing A.R.S. § 35-393.01(A) (the "Anti-Israel Boycott Provision"). That statute states that: "[a] public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel." Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01(A)) is unenforceable and the State will take no action to enforce it.

THIS AMENDMENT NO. TWO shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH A.R.S § 11-952 (D) attached and incorporated in this Amendment No. Two is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. Two and that the Amendment No. Two is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. Two the day and year first above written.

GILA COUNTY

STATE OF ARIZONA
Department of Transportation

By _____
TIM R. HUMPHREY
Chairman
Board of Supervisors

By _____
STEVE BOSCHEN, PE
Division Director

ATTEST:

By _____
MARIAN E. SHEPPARD
Clerk
Board of Supervisors

ATTORNEY APPROVAL FORM FOR THE GILA COUNTY

I have reviewed the above referenced Amendment No. Two to the Original Agreement and Amendment No. One between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. Two to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. Two.

DATED this _____ day of _____, 2019.

Gila County Attorney's Office

ADOT File No.: IGA/ JPA.: 16-0005916-I
Amendment No. One: 17-0006375-I
AG Contract No.: P0012016002054
Project Location/Name: Colcord Rd
BR 11465, .8 miles West of Chamberlin
Trail
Type of Work: Construct Bridge
Federal-aid No.: GGI-0(215)T
ADOT Project No.: T0087 01D/03D/01C
TIP/STIP No.: GIL17-01D & GIL20-01C
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY**

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), entered into this date May 16, 2017, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The County and State are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 16-0005916-I, A.G. Contract No. P0012016002054, was executed on September 12, 2016, (the "Original Agreement");

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the County is empowered by Arizona Revised Statutes § 11-251 to enter into this Amendment No. One and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the County; and

NOW THEREFORE, in consideration of the mutual terms expressed herein, the purpose of this Amendment No. One is to revise the funding. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS**Section I., Paragraph 7 is revised, as follows:**

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

T0087 03D (scoping/design):

Federal-aid funds @ 94.3% (capped)	\$ 100,160.00
County's match @ 5.7%	\$ 6,054.00
Federal-aid Off-System Bridge funds @ 94.3% (capped)	\$ 204,000.00
County's match @ 5.7%	<u>\$ 12,331.00</u>

Subtotal – Scoping/Design/PMDR* **\$ 322,545.00**

T0087 01C (construction):

Federal-aid STP funds @ 94.3% (capped)	\$ 300,000.00
County's match @ 5.7%	\$ 18,134.00
County's contribution @ 100%	\$ 71,866.00
Federal-aid Off-System Bridge funds @ 94.3% (capped)	\$ 796,000.00
County's match @ 5.7%	<u>\$ 48,114.00</u>

Subtotal – Construction** **\$1,234,114.00**

Total Estimated County Funds **\$ 156,499.00**

Total Federal Funds **\$1,400,160.00**

Estimated TOTAL Project Cost **\$1,556,659.00**

* (Includes ADOT Project Management & Design Review (PMDR) Costs)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the County) and 5% Project contingencies)

Consistent with the Original Agreement, the State invoiced the County for the County's share of the Project design costs and has received \$6,054.00. After execution of this Amendment No. One, the State will invoice the County for the County's additional Project design costs estimated at \$12,331.00. Within 30 days of receipt of an invoice from the State, the County will pay the County's additional share of Project design costs estimated at \$12,331.00.

II. SCOPE OF WORK

Section II., Paragraph 1. e. is revised as follows:

1. The State will:
 - e. After completion of design and prior to bid advertisement, invoice the County for the County's share of the Project construction costs, estimated at **\$138,114.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs; de-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

Section II., Paragraph 2. d. is revised as follows:

2. The City will:
 - d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the County's Project construction costs, estimated at **\$138,114.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.

III. MISCELLANEOUS PROVISIONS

Section III. Paragraph 19. is added as follows:

19. The Parties shall comply with the applicable requirements of Arizona Revised Statutes §35-393.01.

EXCEPT AS AMENDED, ALL OTHER terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached and incorporated in this Amendment No. One is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.


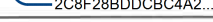
Page 4

IGA/ JPA 16-0005916-I
Amendment No. One: 17-0006375-I

GILA COUNTY

By 
TOMMIE C. MARTIN
Chairperson Board of Supervisors

STATE OF ARIZONA
Department of Transportation

DocuSigned by:

By 
STEVE BOSCHEN, P.E.
IDO Assistant Director

ATTEST:

By 
MARIAN SHEPPARD, Clerk
Board of Supervisors

ADOT File No.: IGA/ JPA 16-0005916-I
Amendment No. One: 17-0006375-I

ATTORNEY APPROVAL FORM FOR THE GILA COUNTY

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the GILA COUNTY, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this 9 day of May 2017



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

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

REGULAR MEETING - TUESDAY, MAY 9, 2017 - 10:00 A.M.

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

2. **PRESENTATIONS:**
 - A. Presentation of the 2017 Gila County Teacher of the Year Award to Andrew Fiala by Roy A. Sandoval, Gila County School Superintendent. Presented

 - B. Presentation of the 2016 Annual Report for the Gila County Sheriff's Office. **(J. Adam Shepherd/Sarah White)** Presented

3. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to adopt Resolution No. 17-05-04 granting the renewal of a water services franchise to Arizona Water Company for an additional 25 years. **(Marian Sheppard)** Adopted

 - B. Information/Discussion/Action to consider a funding request by The Industrial Development Authority of the County of Gila, Arizona on behalf of the Rim Country Broadband Consortium in the amount of \$30,000 that will be used toward hiring a broadband consultant who will focus on broadband issues in northern Gila County. **(Sandy Palmer)** No Action Taken

 - C. Information/Discussion/Action to consider a funding request by The Industrial Development Authority of the County of Gila, Arizona (IDA) in the amount of \$50,000 that will be used for administrative costs and grant match funding requirements associated with various IDA projects/efforts to enhance the health and welfare of Gila County citizens. **(Sandy Palmer)** No Action Taken

 - D. Information/Discussion/Action to approve Intergovernmental Agreement No. 2017-01 between the Gila County Sheriff's Office and the National Park Service for law enforcement assistance at the Tonto National Monument for Approved

a performance period of four years after the date of final signature. **(J. Adam Shepherd/Duane Hubbard)**

- E. Information/Discussion/Action to adopt Resolution No. 17- 05-03 dissolving the Canyon River Ranch Domestic Water Improvement District in accordance with Arizona Revised Statute §48-264. **(Eric Mariscal)** Adopted
- F. Information/Discussion/Action to review all bids submitted for Request for Proposals No. 100616-Pharmacy Services for Gila County Detention Medical; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. **(James Menlove/Sarah White)** Awarded
- G. Information/Discussion/Action to approve the Superior Court's submission of a fiscal year 2018 Field Trainer Grant Application to the Court Services Division, Administrative Office of the Courts, in the amount of \$25,000. **(Jon Bearup)** Approved
- H. Information/Discussion/Action to adopt Resolution No. 17- 05-01 which authorizes the execution of Amendment No. One to an Intergovernmental Agreement (IGA/JPA 16-0005916-I) between Gila County and the State of Arizona, Department of Transportation, for the additional 5.7% match totaling \$12,331 required for the scoping and design phase of the bridge replacement project on Colcord Road over Gordon Canyon east of Payson in Gila County. **(Steve Sanders)** Adopted
- I. Information/Discussion/Action to adopt Resolution No. 17- 05-02 to increase the speed limit on Stagecoach Trail and Roosevelt Estates Road from 25 MPH to 30 MPH. **(Steve Sanders)** Adopted
- J. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 021517-Copper Region Chip Seal Project; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's signature on the award contract for the winning bid. **(James Menlove/Steve Sanders)** Awarded
- K. Information/Discussion/Action to review all bids submitted for Invitation for bids No. 021317-1-Timber Region Chip Seal Project; award to the lowest, most responsive, responsible and qualified bidder; and authorize the Chairman's Awarded

signature on the award contract for the winning bid. **(James Menlove/Steve Sanders)**

- L. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 042417 for the purchase of bulk fuel and lubricants to be used by the Gila County Fleet/Fuel Management Department. **(James Menlove/Steve Sanders)** Authorized
- M. Information/Discussion/Action to approve a Road Project Agreement (FS Agreement No. 17-RO-11031200-016) between Gila County and the USDA, Forest Service, Tonto National Forest for reconstruction of Baker Ranch Road using \$250,000 of Eastern Arizona Counties Resource Advisory Council (RAC) funds. **(James Menlove/Steve Sanders)** Approved
- N. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-07-020 and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Marian Sheppard)** Sold
- O. Information/Discussion/Action to authorize the Chairman's signature on a comment letter to be submitted to Senator Jeff Flake and included in the official record of the Energy and Natural Resources Committee, which respectfully requests full funding to the federal Payment in Lieu of Taxes (PILT) and Secure Rural Schools (SRS) programs for fiscal year 2017 and into the future. **(Jacque Sanders)** Authorized
- 4. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
 - A. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 301-18-085 to Mark E. Lines. Authorized
 - B. Authorization of the Chairman's signature on the Civil Rights Certification (form HUD-50077-CR), which will be submitted to the U.S. Department of Housing and Urban Development by the Gila County Public Housing Authority (PHA) as it relates to the 5-Year/Annual PHA Plan for the Gila County PHA for fiscal year 2017. Authorized

- C. Approval of Amendment No. 5 to an Intergovernmental Agreement (Contract No. ADES15-089113) between the Arizona Department of Economic Security and Gila County Division of Community Services, Community Action Program, revising the Itemized Service Budget for Case Management and Community Services whereby the cumulative reimbursement ceiling has been set to \$436,408 for the period of July 1, 2017, through June 30, 2018. Approved
- D. Approval of Amendment No. 3 to Request for Qualified Vendor Agreement No. DDD 710000 between the Arizona Department of Economic Security, Division of Developmental Disabilities (DDD), and Gila County d/b/a Gila County Employment and Special Training Department to allow for the continued provision of DDD services to eligible residents of Gila County, and remain in compliance with federal and state regulations and provisions of the Qualified Vendor Agreement. Approved
- E. Acknowledgment of the March 2017 monthly activity report submitted by the Recorder's Office. Acknowledged
- F. Approval of the April 18, 2017, and April 25, 2017, Board of Supervisors' meeting minutes. Approved
- G. Acknowledgment of the Human Resources reports for the weeks of April 4, 2017, April 11, 2017, April 18, 2017, and April 25, 2017. Acknowledged
- H. Approval of finance reports/demands/transfers for the period beginning March 29, 2017, to April 24, 2017. Approved
- I. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the week of April 3, 2017, through April 7, 2017. Acknowledged
5. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date. No Comments

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

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

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

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



RESOLUTION NO. 17-05-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AMENDMENT NO. ONE TO AN INTERGOVERNMENTAL AGREEMENT (IGA/JPA 16-0005916-I) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN AND CONSTRUCTION OF A BRIDGE ON COLCORD ROAD OVER GORDON CANYON EAST OF PAYSON, ARIZONA

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking the design and construction of a bridge on Colcord Road over Gordon Canyon east of Payson, Arizona; and

WHEREAS, on September 6, 2016, the Gila County Board of Supervisors adopted Resolution No. 16-09-02 authorizing the execution of an Intergovernmental Agreement (IGA/JPA 16-0005916-I) with regard to the design and construction of a bridge on Colcord Road over Gordon Canyon; and

WHEREAS, Amendment No. One to IGA/JPA 16-0005916-I revises the funding; and

WHEREAS, an Intergovernmental Agreement or any subsequent amendment to the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement;


NOW, THEREFORE, BE IT RESOLVED, that the Gila County Board of Supervisors authorizes the execution of Amendment No. One to an Intergovernmental Agreement (IGA/JPA 16-0005916-I) between Gila County and the State of Arizona, Department of Transportation, for the design and construction of a bridge on Colcord Road over Gordon Canyon east of Payson, Arizona.

PASSED AND ADOPTED this 9th day of May 2017, at Globe, Gila County, Arizona.


Attest:


Marian Sheppard, Clerk

GILA COUNTY BOARD OF SUPERVISORS


Tommie C. Martin, Chairman

Approved as to form:

 9 May 17
Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
STATE GOVERNMENT DIVISION /
TRANSPORTATION SECTION

DAWN NORTHUP
DIVISION CHIEF COUNSEL
SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012016002054 (ADOT IGA/JPA 16-0005916-I, Amendment No. One: 17-0006375-I), an Agreement between public agencies, the State of Arizona and Gila County, has been reviewed pursuant to A.R.S. § 28-401, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: May 16, 2017

MARK BRNOVICH
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED/SR/5956410

ADOT File No.: IGA/JPA 16-0005916-1
AG Contract No.: P001 2016 002054
Project Name: Colcord Rd BR11465 -
.8M West of Chamberlin Trail
Project Location: Colcord Rd BR11465 -
.8M West of Chamberlin Trail
Federal-aid No.: GGI-0(215)T
ADOT Project No.: T0087 01D/03D/01C
TIP/STIP No.: GIL17-01D & GIL20-01C
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY

THIS AGREEMENT is entered into this date September 12, 2016, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the GILA COUNTY, acting by and through its CHAIRMAN and BOARD OF SUPERVISORS (the "County"). The State and the County are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes § 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
3. The work proposed under this Agreement, hereinafter referred to as the "Project", consists of design and construction of a bridge across Gordon Canyon on Colcord Rd, .8 miles west of Chamberlin Trail. The State will advertise, bid, award and administer the scoping, design and construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to Federal Highway Administration (FHWA) for approval.
4. The County, in order to obtain federal funds for the design and/or construction of the Project, is willing to provide County funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA. The Federal funds expended on the project are not to exceed \$1,400,160.00. The County is responsible for, and agrees to pay, any and all actual costs exceeding the \$1,400,160.00 threshold.
5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the County and the authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the County for the Project, if the Project is approved by FHWA and funds for the Project are available. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project specifications and terms and conditions.
6. The Parties will perform their responsibilities consistent with this Agreement; any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

T0087 03D (scoping/design):

Federal-aid funds @ 94.3% (capped)	\$ 100,160.00
County's match @ 5.7%	\$ 6,054.00
Subtotal -- Scoping/Design/PMDR*	\$ 106,214.00

T0087 01C (construction):

Federal-aid STP funds @ 94.3% (capped)	\$ 300,000.00
County's match @ 5.7%	\$ 18,134.00
County's contribution @ 100%	\$ 71,866.00
Federal-aid Off-System Bridge funds @ 94.3% (capped)	\$ 1,000,000.00
County's match @ 5.7%	\$ 60,445.00
Subtotal -- Construction**	\$1,450,445.00
Total Estimated County Funds	\$ 156,499.00
Total Federal Funds	\$1,400,160.00
Estimated TOTAL Project Cost	\$1,556,659.00

* (Includes ADOT Project Management & Design Review (PMDR) Costs)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the County) and 5% Project contingencies)

8. The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the Federal Off-System Bridge funds expended on the project are not to exceed \$1,000,000.00. Any budget increasing scope change proposed by the County must first be approved by the State or it will not be eligible for Federal funds. The County is responsible for, and agrees to pay, any and all actual costs exceeding the \$1,000,000.00 Federal Off-System Bridge funds and the \$400,160.00 Federal Surface Transportation Program funds threshold. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The County acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all actual costs exceeding the final bid amount if the final bid amount exceeds the sum of \$1,400,160.00 between the two federal funding sources.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the County's designated agent for the Project.
 - b. Execute this Agreement, and prior to performing or authorizing any work, invoice the County for the County's share of the Project design costs, estimated at \$6,054.00. If actual PMDR costs exceed the estimate during the development of design, notify the County and obtain

concurrence prior to continuing with the development of design. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.

- c. After receipt of the County's estimated share of the Project design costs, on behalf of the County, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the County, as appropriate; and review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Such work may consist of, but is not specifically limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right-of-way related activities; preparation of reports, design plans, maps, specifications and cost estimates and such other related tasks essential to the achievement of the objectives of this Agreement.
 - d. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for scoping/design. With FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the County will be responsible for any overage.
 - e. After completion of design and prior to bid advertisement, invoice the County for the County's share of the Project construction costs, estimated at **\$150,445.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs; de-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.
 - f. After receipt of the County's estimated share of the Project construction costs, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the County will be responsible for any overage.
 - g. With FHWA authorization, proceed to administer construction, advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain County concurrence prior to awarding the contract. Once awarded, invoice the County for the difference between estimated and actual costs, if applicable.
 - h. Be granted, without cost requirements, the right to enter County right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the County.
 - i. Not be obligated to maintain the Project, should the County fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
2. The County will:
- a. Designate the State as the County's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the County's Project design costs, estimated at **\$6,054.00**. If, during the development of design, additional funding to cover PMDR costs is required, pay the invoiced amount to the State within 30 days of receipt. Be

responsible for any difference between the estimated and actual PMDR and design costs of the Project.

- c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.
- d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State, the County's Project construction costs, estimated at **\$150,445.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the County for the difference between estimated and actual costs.
- e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the County is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.
- f. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and that all obstructions or unauthorized encroachments of any nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the County, if applicable.
- g. Not permit or allow any encroachments on or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the County shall take all necessary steps to remove or prevent any such encroachment or use.
- h. Grant the State, its agents and/or contractors, without cost, the right to enter County rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.
- i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any County requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the County. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.
- j. Upon notification of Project completion, agree to accept, maintain and assume full responsibility of the Project and all Project components in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any provisions for maintenance shall be perpetual, unless assumed by another competent entity. This

Agreement may be cancelled at any time prior to the award of the Project contract and after 30 days written notice to the other Party. It is understood and agreed that, in the event the County terminates this Agreement, the County will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the County terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project. Upon termination of this agreement, each Party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing party.

2. The County shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the County, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The County's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the County which may be legally imputed to the State by virtue of the State's ownership or possession of land. The County's obligations under this paragraph shall survive the termination of this Agreement.
3. The State shall include Section 107.13 of the 2008 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated to this Agreement by reference, in the State's contract with any and all contractors, of which the County shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the County.
4. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The County acknowledges that the actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the County agrees to pay the difference between actual Project costs and the federal funds received.
5. Each party is responsible to provide financing and establish and maintain a budget for its respective obligations under this agreement.
6. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
7. The cost of the project under this Agreement includes indirect costs approved by FHWA, as applicable.
8. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the County will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
9. The County acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States,

Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

10. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.
11. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
12. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.
13. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".
14. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
15. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
16. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401. That each contractor and subcontractor warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection A. 2. That a breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. That the government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warrant under paragraph 1.
17. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
18. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Administration

Gila County
Attn: Steve Sanders

205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

745 N Rose Mofford Way
Globe, AZ 85501
(928) 402-8521
(928) 402-8104 Fax

For Project Administration:
Arizona Department of Transportation

Gila County
Attn: Steve Sanders
745 N Rose Mofford Way
Globe, AZ 85501
(928) 402-8521
(928) 402-8104 Fax

For Financial Administration:
Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Gila County
Attn: Finance Department
745 N Rose Mofford Way
Globe, AZ 85501
(928) 402-8521
(928) 402-8104 Fax

19. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

GILA COUNTY

By


MICHAEL A. PASTOR, Chairman
Board of Supervisors

STATE OF ARIZONA

Department of Transportation

By

STEVE BOSCHEN, P.E.
IDO Assistant Director

ATTEST:

By


MARIAN SHEPPARD, Clerk
Board of Supervisors

205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

For Project Administration:
Arizona Department of Transportation

For Financial Administration:
Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

745 N Rose Mofford Way
Globe, AZ 85501
(928) 402-8521
(928) 402-8104 Fax

Gila County
Attn: Steve Sanders
745 N Rose Mofford Way
Globe, AZ 85501
(928) 402-8521
(928) 402-8104 Fax

Gila County
Attn: Finance Department
745 N Rose Mofford Way
Globe, AZ 85501
(928) 402-8521
(928) 402-8104 Fax

19. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

GILA COUNTY

By 
MICHAEL A. PASTOR, Chairman
Board of Supervisors

STATE OF ARIZONA

Department of Transportation

DocuSigned by:
By 
STEVE BOSCHEN, P.E.
IDO Assistant Director

ATTEST:

By 
MARIAN SHEPPARD, Clerk
Board of Supervisors

ATTORNEY APPROVAL FORM FOR GILA COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and GILA COUNTY an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 6TH day of September, 2016.



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



RESOLUTION NO. 16-09-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA/JPA 16-0005916-I,) BETWEEN GILA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN AND CONSTRUCTION OF A BRIDGE ON COLCORD ROAD OVER GORDON CANYON EAST OF THE PAYSON AREA OF GILA COUNTY

WHEREAS, the Gila County Board of Supervisors is desirous of undertaking the design and construction of a bridge on Colcord Road over Gordon Canyon east of the Payson area of Gila County; and

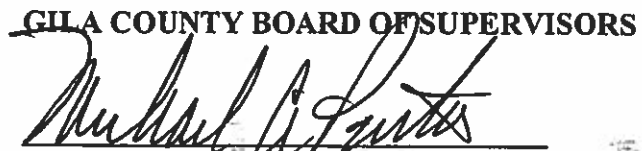
WHEREAS, an Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement.

NOW, THEREFORE, BE IT RESOLVED that the Gila County Board of Supervisors authorizes the execution of an Intergovernmental Agreement (IGA/JPA 16-0005916-I) between Gila County and the State of Arizona, Department of Transportation, for the design and construction of a bridge on Colcord Road over Gordon Canyon east of the Payson area of Gila County.

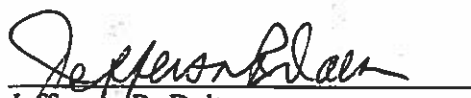
PASSED AND ADOPTED this 6th day of September 2016 at Globe, Gila County, Arizona.

Attest:


Marian Sheppard, Clerk

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

Approved as to form:


Jefferson R. Dalton
Deputy Gila County Attorney
Civil Bureau Chief

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, SEPTEMBER 6, 2016 - 10:00 A.M.

REVISED

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PUBLIC HEARINGS:**
 - A. Information/Discussion/Action to adopt Resolution No. 16-09-04 to amend the 2003 Gila County Comprehensive Plan by changing the land use designation from commercial to mixed use for 8409 W. Fossil Creek Road, Strawberry, Arizona, also known as parcel number 301-08-140A. **(Bob Gould)** Adopted
 - B. Information/Discussion/Action to adopt Ordinance No. 2016-02 amending the Zoning Map for Unincorporated Areas of Gila County for the rezoning of property at 8409 W. Fossil Creek Road, Strawberry, Arizona, from Commercial Two (C2) to Single Family Residential (R1-D12) for the purpose of allowing the minor land division of this parcel and to facilitate the sale of one of the new parcels. **(Bob Gould)** Adopted
 - C. Information/Discussion/Action to adopt Ordinance No. 2016-01 amending the Zoning Map for Unincorporated Areas of Gila County for the rezoning of property located at 105 and 107 Mineral Lane, Globe, Arizona, from Commercial Three (C3) to Single Family Residential (R1-D12) for the purpose of allowing the establishment of residential development without a commercial use. **(Bob Gould)** Adopted
 - D. Information/Discussion/Action to adopt Order No. LL-16-04, a liquor license application submitted by Martha Ann Vuksanovich for a new Series 10 Beer & Wine Store License with an interim permit to operate at the Butcher Hook Bait Shop located in Tonto Basin. **(Marian Sheppard)** Adopted
3. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to authorize the Treasurer's Office to abate the taxes, interest and fees on 30 properties, **Authorized**

and authorize the Chairman's signature on each of the related Certificates of Removal and Abatement of Tax and Certificates of Clearance. **(Debi Savage/Denise Cox)**

- B. Information/Discussion/Action to approve Intergovernmental Agreement No. 080416 between Gila County (County) and the Gila County Community College District (Provisional) (College) for the County to provide \$250,000 in four quarterly payments of \$62,500 to the College for utility expenses and repair and maintenance of the facilities and real property at its Globe and Payson campuses commencing July 1, 2016, and ending June 30, 2017. **(Don McDaniel)** Approved
- C. Information/Discussion/Action to approve an increase in the annual funding amount to the University of Arizona Cooperative Extension Program in Gila County from \$60,000 to \$70,000, which the Board of Supervisors determines will improve or enhance the economic welfare of the inhabitants of Gila County, and instruct staff to return to a future Board meeting with the appropriate Intergovernmental Agreement for Board consideration. **(Don McDaniel)** Approved
- D. Information/Discussion/Action to agree to provide an economic development grant of \$10,000 to the City of Globe for the construction of a mining-themed playground at the Old Dominion Historic Mine Park, and instruct staff to return to a future Board meeting with the appropriate Intergovernmental Agreement for Board consideration. **(Don McDaniel)** Approved
- E. Information/Discussion/Action to approve an economic development grant to the Town of Payson in an amount not to exceed \$8,500 to begin phase I of the grading and landscaping for the American Gulch Project, which the Board of Supervisors determines will improve or enhance the economic welfare of the inhabitants of Gila County, and instruct staff to return to a future Board meeting with the appropriate Intergovernmental Agreement for Board consideration. **(Don McDaniel)** Approved
- F. Information/Discussion/Action to adopt Resolution No. 16-09-01 to accept a Grant of Easement from Monty and Clara Nichols, and Mitch Holder; and, to accept and sign a Grant of Easement with BHP Copper, Inc., and an Access Easement Agreement with Freeport-McMoRan Miami, Inc., Adopted

all of which pertain to roadway easements for portions of Pinal Creek Road in the Globe area. **(Steve Sanders)**

- G.** Information/Discussion/Action to adopt Resolution No. 16-09-02 which authorizes the execution of an Intergovernmental Agreement (IGA/JPA 16-0005916-I) between Gila County and the State of Arizona, Department of Transportation, to replace the bridge on Colcord Road over Gordon Canyon east of Payson in Gila County. **(Steve Sanders)** **Adopted**
- H.** Information/Discussion/Action to adopt Resolution No. 16-09-03 which authorizes the execution of an Intergovernmental Agreement (IGA/JPA 16-0005917-I) between Gila County and the State of Arizona, Department of Transportation, to construct a sidewalk along Golden Hill Road in the Globe-Miami area of Gila County. **(Steve Sanders)** **Adopted**
- I.** Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Primary Election held on August 30, 2016, in Gila County, Arizona, and declare the results official. **(Eric Mariscal)** **Declared Official**
- J.** Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 080316-Sub-Grantee for Public Health Support Services such as physical activity education, nutrition education classes, and services that are mandated by a Registered Dietician Nutritionist (RDN) and Physical Activity Specialist. **(Michael O'Driscoll)** **Authorized**
- K.** Information/Discussion/Action to approve Master Lease Agreement No. 107446102-19308 between Dell Financial Services, L.L.C. and Gila County in the amount of \$453,835.77 to purchase replacement Dell server hardware and associated VMWare software licensing at 0% interest rate over a period of five years, from September 6, 2016, through September 5, 2021. **(Kelly Riggs)** **Approved**
- L.** **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)** **Approved**
Information/Discussion/Action to approve Library Service Agreements for Globe, Hayden, Isabelle Hunt (Pine), Miami, Payson, San Carlos, Tonto Basin, and Young public libraries for the period July 1, 2016, to June 30, 2017. **(Jacque Sanders)**

- M. Information/Discussion/Action to authorize the submission and subsequent acceptance of a State Grants-In-Aid Application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division, for fiscal year 2017 in the amount of \$23,000 designated to Gila County for the period July 1, 2016, through June 30, 2017. **(Jacque Sanders) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)** Authorized
- N. Information/Discussion/Action to consider issuing official comments to the Tonto Basin Ranger District, Tonto National Forest, regarding the proposed Tonto Basin Green Waste Disposal Site Project located near the Tonto Basin community. **(Jacque Sanders)** Approved
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 a FY2017 Drug, Gang and Crime Control Grant Agreement (ACJC No. DC-17-023) between Gila County and the Arizona Criminal Justice Commission in the amount of \$59,495 for the period of July 1, 2016, to June 30, 2017. Approved
- B. Approval to accept a Victim Compensation Grant Agreement (ACJC Grant No. VC-17-052) between Gila County and the Arizona Criminal Justice Commission in the amount of \$58,125 for the period of July 1, 2016, to June 30, 2017. Approved
- C. Approval to accept Arizona Criminal Justice Commission FY 2017 Crime Victim Assistance Program Grant No. VA-17-020 in the amount of \$17,600 for the period of July 1, 2016, to June 30, 2017. Approved
- D. Approval of the appointment of Jerrilee Antunes as Justice of the Peace Pro Tempore of the Payson Regional Justice of the Peace's Office with the term expiring on December 31, 2016. Approved
- E. Approval of Amendment No. 1 to an Intergovernmental Agreement (Contract No. ADHS13-049248) between Gila County and the Arizona Department of Health Services to Approved

replace the price sheet in the contract, all of which is to provide tuberculosis prevention services for the period of July 1, 2013, through June 30, 2018, in the annual amount of \$12,000.

- F. Approval of an Intergovernmental Agreement (Contract No. ADHS17-132851) between Gila County Health and Emergency Management and the Arizona Department of Health Services for the Commodity Supplemental Foods Program and the Senior Farmers' Market Nutrition Program for the period of October 1, 2016, through September 30, 2021. Approved
- G. Approval of Amendment No. 3 to an Intergovernmental Agreement (Contract No. ADHS14-053062) between the Gila County Health and Emergency Management Division and the Arizona Department of Health Services to extend the term of the agreement for the period of October 1, 2016, through September 30, 2017. Approved
- H. Approval of Amendment No. 2 to Contract No. 042314 with Jani-Serv, Inc. to extend the contract term to provide janitorial services for various County facilities in northern Gila County for the period of August 18, 2016, through August 17, 2017, at an annual cost of \$42,114.56. Approved
- I. Approval of Amendment No. 2 to State of Arizona Contract No. ADSPO13-054359 to extend the contract term with Blackstone Security Services, Inc., whereby the contractor will provide armed security manpower for the safety of the public and employees at the Gila County Globe Courthouse in the amount of \$82,750 for the period of September 16, 2016, through September 15, 2017. Approved
- J. Approval of Amendment No. 8 to Professional Services Contract No. 062813-Medical Examiner Services between Gila County and Mark A. Fischione, M.D., PLC to extend the contract from July 7, 2016, to July 6, 2017, at a not to exceed contract amount of \$95,000. Approved
- K. Approval of a Special Event Liquor License application submitted by Gila County Fair, Inc. to serve liquor at the Gila County Fair to be held at the Gila County Fairgrounds on September 22-25, 2016. Approved
- L. Approval of an Application for Extension of Premises/Patio Permit submitted by Randy D. Nations to temporarily extend the premises where liquor is permitted to be served at the Approved

Sidewinders Tavern Grill, located in Pine, at an event to be held on October 1, 2016.

- M. Adoption of an Order calling for an election to reorganize the Rim Trail Domestic Water Improvement District governing board changing from three members to five members. Adopted
- N. Acknowledgment of Kelley Paulin's resignation from the Beaver Valley Fire District Board of Directors and appoint Oscar "Gene" Jones to fulfill Mrs. Paulin's unexpired term, effective June 20, 2016, through December 31, 2018. Acknowledged
- O. Acknowledgment of the July 2016 monthly activity report submitted by the Globe Regional Justice of the Peace's Office. Acknowledged
- P. Acknowledgment of the July 2016 monthly activity report submitted by the Payson Regional Justice of the Peace's Office. Acknowledged
- Q. Acknowledgment of the July 2016 monthly activity report submitted by the Clerk of the Superior Court's Office. Acknowledged
- R. Approval of the August 2, 2016, and August 15, 2016, Board Approved of Supervisors' meeting minutes.
- S. Acknowledgment of the Human Resources reports for the weeks of August 2, 2016, August 9, 2016, August 16, 2016, August 23, 2016, and August 30, 2016. Acknowledged
- T. Approval of finance reports/demands/transfers for July 25-31, 2016; August 1-7, 2016; August 8-14, 2016; August 15-21, 2016; and, August 22-28, 2016. Approved
- U. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the weeks of July 11, 2016 through July 15, 2016; and July 18, 2016 through July 22, 2016. Acknowledged
- 5. **CALL TO THE PUBLIC:** Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made No Comments

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. Presented

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

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

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

ARF-5408

Regular Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2019

Budgeted?: Yes

Contract Dates 02-16-19 to 10-01-19

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Contract Award in Response to Invitation for Bids (IFB) No. 111518-2
Purchase of One F150 Crew Cab 4x4 Sheriff's Office Task Force Vehicle.

Background Information

On February 19, 2019, the Board of Supervisors awarded Contract No. 111518-2 to Tate's Auto Center-Holbrook. On March 28, 2019, Tate's Auto Center-Holbrook informed Fleet Management that they had filed Chapter 11 (bankruptcy), and because of this they would not be able to honor the terms of IFB No. 111518-2.

On April 2, 2019, the Board of Supervisors unanimously voted to disapprove Amendment 1 to Contract No. 111518-2 with Tate's Auto Center-Holbrook due to their filing of Chapter 11.

Evaluation

Fleet Management requests that the Board of Supervisors cancel the existing contract with Tate's Auto Center-Holbrook and award a new contract for IFB No. 111518-2 to the second lowest, qualified bidder that responded to IFB NO. 111518-2, which is McSpadden Ford, Inc.

The vehicle mentioned in IFB No. 111518-2 will be needed in the fleet in the coming year for the Sheriff's Office Task Force use. This vehicle would replace unit B-170, a 2008 Chevrolet Tahoe 4x4 with more than 150,000 miles and a bad transmission that is costing a lot of money in repairs and fuel. Vehicle B-170 will be used as a "trade in" to prevent increasing the

size of the fleet and will be disposed of at auction.

Conclusion

If approved, the vehicle that will be purchased from this new contract with McSpadden Ford will be assigned to the Sheriff's Office Task Force.

Recommendation

The Public Works Department Director recommends that the Board of Supervisors cancel Contract No. 111518-2 with Tate's Auto Center-Holbrook; award a new contract for revised IFB No. 111518-2 to McSpadden Ford for the purchase of one new Ford F150 full size, 1/2 ton, 4x4, crew cab pickup with installed insert and security equipment as outlined in the McSpadden Ford's proposal; and authorize the Chairman's signature on the contract.

Suggested Motion

Information/Discussion/Action to cancel Contract No. 111518-2 with Tate's Auto Center due to bankruptcy filing; approve revised Notice of Invitation for Bid No. 11158-2 which contains the related contract to reflect that the contract award is being given to McSpadden Ford (the second lowest, qualified bidder) in the amount of \$49,767.30 for the purchase one new Ford F-150 full size, 1/2 ton, 4x4, crew cab pickup with installed equipment as outlined in McSpadden Ford's proposal; and authorize the Chairman's signature on the contract. **(Steve**

Sanders)

Attachments

Revised IFB with Contract No. 111518-2

Tate's Letter of Cancellation

GILA COUNTY

REVISED 04-16-19

BID NO. 111518-2

Purchase of One (1) New Ford F150 Crew Cab 4X4



BOARD OF SUPERVISORS

Tim R. Humphrey, Chairman

Woody Cline, 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
111518-2**

BID DUE DATE: Tuesday January 15, 2019

TIME: 4:00 PM

DESCRIPTION: Purchase of One (1) New Ford F150 Crew Cab 4X4

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: _____

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

Date: _____

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BID NO. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4

GENERAL SCOPE

It is the intent of this solicitation to award a contract for the Purchase of One (1) New Ford F150 Crew Cab 4X4 for the Sheriff's Office under Fleet Management in Gila County. Vehicles will be fully upfitted with security equipment.

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 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.

BID NO. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4

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:

BID NO. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4

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.

BID NO. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4

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 One (1) New Ford F150 Crew Cab 4X4", "Bid No. 111518-2", "January 15, 2019" and "4:00 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 4:00 P.M. AZ Time, Tuesday, January 15, 2019. Bids will be opened at 4:00 P.M., Tuesday January 15, 2019.

BID NO. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4

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 may 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. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4

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. 111518-2 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. 111518-2, 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. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4

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. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4

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. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4

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 "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

BID NO. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 111518-2

Purpose: It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Purchase of One (1) New Ford F150 Crew Cab 4X4. This Invitation for Bid No. 111518-2 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 April 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 April 1, 2019, unless terminated, cancelled or extended as otherwise provided herein.**

SECTION 3.0

Ordering and Delivery:

- 3.1 **ORDERING:** 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 **PRODUCT DELIVERY** 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.

BID NO. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4

Exhibit "C" Minimum Specifications continued...

- 3.3 **DELIVERY TIME:** Vehicles must be delivered no later than April 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.

BID NO. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4

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 111518-2 Purchase of One (1) New Ford F150 Crew Cab 4X4

The applicant submitting this Bid warrants the following:

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

McSpadden Ford Inc
1601 N Broad Globe AZ 85501
(928) 425-4491

2. Has Vendor (under its present or any previous name) ever failed to complete a contract?

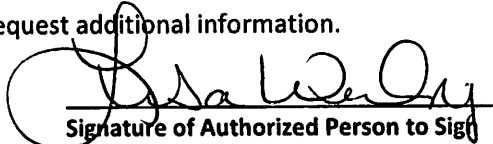
_____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.

3. 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.

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 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.

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 Wieling
Printed Name

General Manager
Title

PRICE SHEET SHERIFF'S OFFICE TASK FORCE**DESCRIPTION: ONE (1) New Ford F150 Crew Cab****Vehicle Year, Make, & Model: 2019 Ford F150 Crew Cab 4x4**

MINIMUM SPECIFICATIONS One (1) New Ford F150 Crew cab 4x4	MEETS MINIMUM SPECIFICATIONS	
	NO	YES
Exterior: ANY COLOR OTHER THAN WHITE, Red or Blue (Gray)		X
Front Tow Hooks		X
Interior: Charcoal or Light Color		X
Cloth Seats		X
Power Features: Driver Seat;		X
Power steering; Door Locks; Windows; Mirrors.		X
Trailer Towing Package with Receiver Hitch, to include Engine and Transmission Oil Coolers, Brake Controller, etc., 7000 GVWR or similar.		X
Power Steering and Tilt Steering Wheel		X
A/C & Heat		X
Factory Solar Tinted Windows		X
Remote Keyless Entry PLUS 5 ENTRY AND IGNITION KEYS/FOBS AS REQUIRED FOR ENTRY AND OPERATION		X
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
5 Full Size LT (10 Ply) All Season On/Off Roads Tires		X
3:73 Gear Ratio with Locking Differential	X	
Skid Plate Package		X
130 Amp Alternator		X
4 Wheel Drive		X
Black Tube Style Step Bars on Driver Side and Passenger Side		X
Backup Camera System		X
Collision Avoidance System		X
Lane Departure System	X	
Tire Jack and Tire Changing Tools.		X
Full Sized Spare Tire.		X
SUB – TOTAL AMOUNT	\$	35380 ⁰⁰
OTHER COSTS	\$	-0-
SALES TAX	\$	3148.82
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	38528.82

Delivery Location: Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501**Estimated Date of Delivery:** April 1, 2019**Vendor Name:** McSpadden Ford Inc **Contact Number:** _____

CNGP530

VEHICLE ORDER CONFIRMATION

01/09/19 16:34:44

==>

Dealer: F56481

2019 F-150

Page: 1 of 1

Order No: 1111 Priority: C1 Ord FIN: QA521 Order Type: 5B Price Level: 950

Ord Code: 150A Cust/Flt Name: GILA COUNTY

PO Number:

RETAIL

RETAIL

W1P	F150 POL RESP	\$42955		
	145" WHEELBASE			
UX	INGOT SILVER		60P	PRE-COLLISION 145
P	POLICE SEAT		67T	TRL BRAKE CONTR 275
G	MED EARTH GRAY			SP DLR ACCT ADJ
150A	EQUIP GRP			SP FLT ACCT CR
	.XL SERIES			FUEL CHARGE
	.18" MACH WHEEL		B4A	NET INV FLT OPT NC
994	3.5L V6 GTDI			PRICED DORA NC
44G	ELEC 10-SPDAUTO			DEST AND DELIV 1595
	.LT275/65R18C		TOTAL	BASE AND OPTIONS 45965
	.3.55 ELEC LOCK		TOTAL	45965
	LT CAPABILITY			
	7000# GVWR			

THIS IS NOT AN INVOICE

53A TRAILER TOW PKG 995

F1=Help F2=Return to Order

F4=Submit F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC059731

PRICE SHEET

DESCRIPTION: Aftermarket Upfitting of One (1) New Ford F150 Full Size Crew Cab for Law Enforcement Use

(Build Sheet Must Accompany Proposal)

MINIMUM SPECIFICATIONS Aftermarket Upfitting of One (1) New Ford F150 Full Size Crew Cab for Law Enforcement Use	QUANTITY	MEETS MINIMUM SPECIFICATIONS	
		YES	NO
MISC – Whelen INNEREDGE FST WC TRAY 10 LAMP W/FLASHING TD's 2017+ F150 – F350	1	X	
Add DUO Series for FST/RST, 1 Red/White	4	X	
Add DUO Series for FST/RST, 1 Blue/White	4	X	
Whelen WeCan Hand Held Siren	1	X	
Whelen 100 Watt Speaker	1	X	
Whelen Universal Swivel Bracket Whelen Bracket – sak - model: Universal/Swivel	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 Behind Grille*	1	X	
Federal Signal MicroPulse Ultra 6 Red/Red Behind Grille *	1	X	
Federal Signal MicroPulse Ultra 6-FedSig Red/Red	2	X	
Federal Signal Mounting Bracket Behind Grille*	1	X	
Firewire Safety Wire LED 49 Inch Red/Blue Under Tailgate*	1	X	
Sound Off All LED Dome Light, Red/White	1	X	
Whelen Duo Linear Ion R/B Front of Rear Door Panels*	2	X	
Whelen 8 Head Dominator Plus Red/Blue Inside Rear Window at Top*	1	X	

Whelen Mount L Bracket	1	X
Streamlight Stinger DS LED HL, Dual Switch Piggyback Model	1	X
MISC – B&B 225-2339 – 44 FT Single Drawer Box 44" W x 29 D x 15 Tall. Ford f150 2015+	1	X
MISC – Diamondback SE Bed Cover, Black 2018 F150 5.7' Bed	1	X
Special Order Item – Not Returnable	1	X
Brookings Power Distribution Panel w/Timers	1	X
MISC – 150 Amp Circuit Breaker	1	X
Wire, Loom & Hardware for Installation	1	X
LABOR FOR INSTALLATION of Listed Equipment	28	X
Windows Tint – 20% Windshield Visor Strip	1	X
SHIPPING/HANDLING	1	X
*Run Power and Ground for 2 Radios to Center of Dash, Coiled On Passenger Floorboard		
SUB – TOTAL AMOUNT	\$ 10,320	
OTHER COSTS	\$ -0-	
SALES TAX	\$ 918.48	
TOTAL AMOUNT OF DELIVERED VEHICLE	\$ 11,238.48	

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

Date of Delivery: No later than April 1, 2019

Vendor Name: McSpadden Ford Inc **Vendor Phone Number:** (928) 425-4491



Gila County Sheriff 2019 F150 Under Cover Build

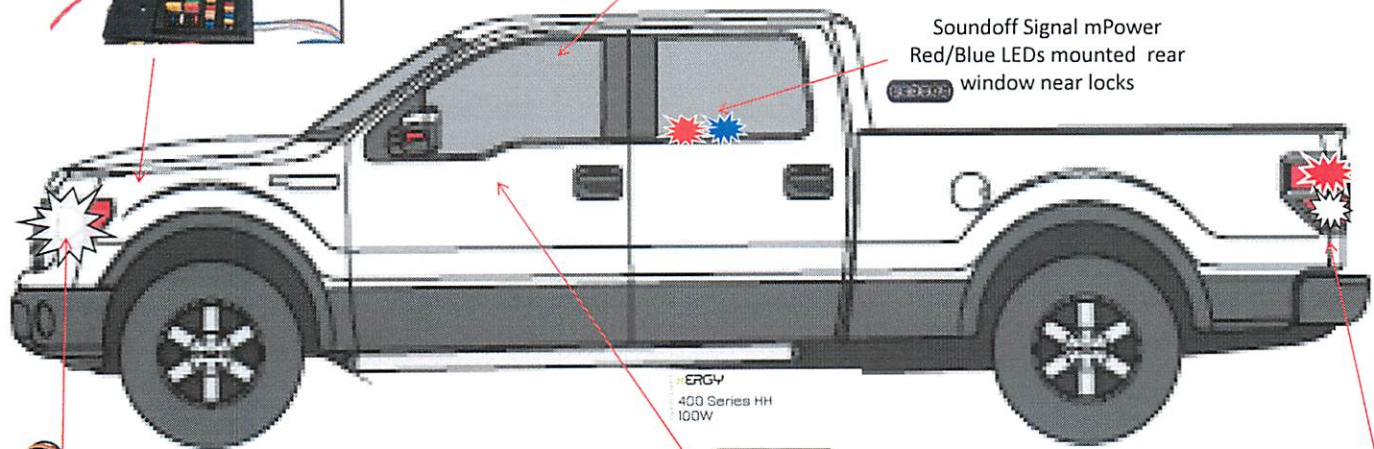


Patrol Power Mini Universal Power
Distribution Center

R/W LED Dome Light

Soundoff Signal mPower
Red/Blue LEDs mounted rear
window near locks

Sound Off headlight
flasher

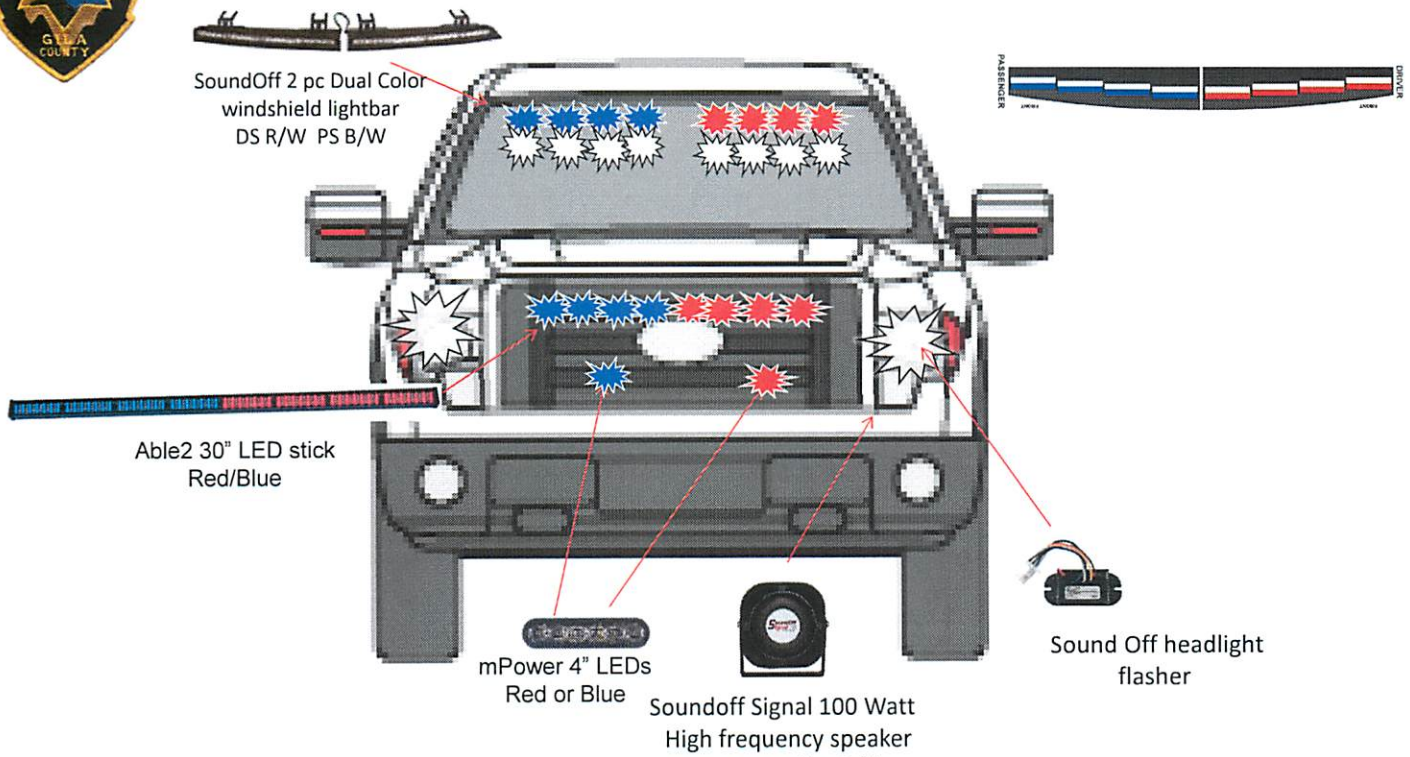


Taillight Flasher



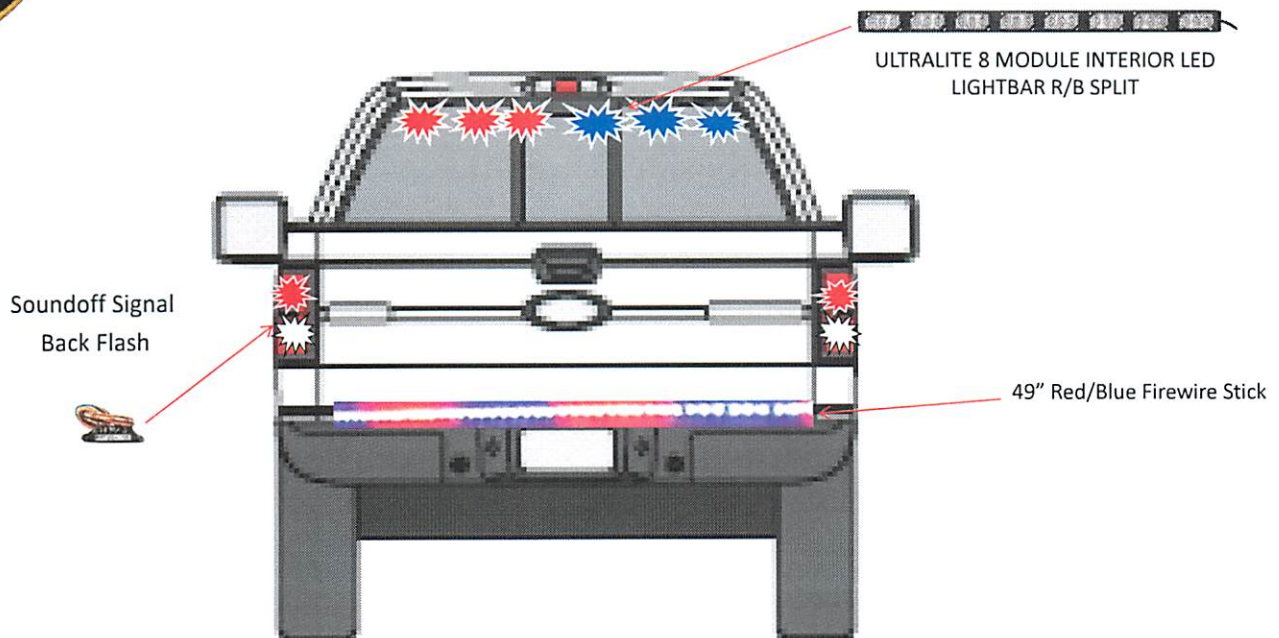


Gila County Sheriff 2019 F150 Under Cover Build





Gila County Sheriff 2019 F150 Under Cover Build





Gila County Sheriff 2019 F150 Under Cover Build



Diamondback SE Bed
Cover Black for F150 5.7"
Bed

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

COUNTY OF:

That he is General Manager
(Title)
of McSpadden Food Inc. and
(Name of Business)

That neither he nor anyone associated with the said _____
McSpadden Ford Inc

 (Name of Business)

McSpadden Fold Inc
Name of Business

Name of Business

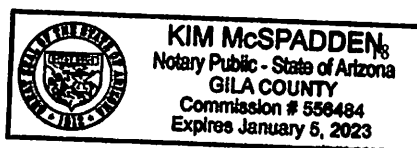
By Debra W. Oye
Title General Manager.

Subscribed and sworn to before me this 11 day of January, 2019.

Kimi McSpadden
Notary Public

My Commission expires:

Jan 5, 2023



BID NO. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4


**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 Wielenga General Manager
Typed Name and Title of Authorized Representative


Signature of Authorized Representative

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

BID NO. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4

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.

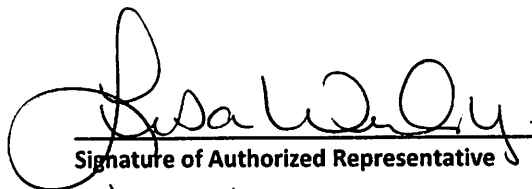
County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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 Wieling

Printed Name

General Manager

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

COMPLETED AND EXECUTED

QUALIFICATION & CERTIFICATION FORM

✓

CERTIFICATION REGARDING DEBARMENT

✓

PRICE SHEETS

✓

NO COLLUSION AFFIDAVIT

✓

LEGAL ARIZONA WORKS ACT COMPLIANCE

✓

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

✓

OFFER PAGE

✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

Initials	<u>#1</u> <u>JW</u>	<u>#2</u> <u>JW</u>	<u>#3</u> <u>JW</u>	<u>#4</u> <u>JW</u>	<u>#5</u> <u>JW.</u>
Date	<u>1-11-19</u>	<u>1-11-19</u>	<u>1-11-19</u>	<u>1-11-19</u>	<u>1-11-19.</u>

Signed and dated this 11th day of Jan, 2019

McSpadden Ford Inc
VENDOR:
[Signature]
BY: (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. 111518-2 Purchase of One (1) New Ford F150 Crew Cab 4X4.** 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, 4:00 PM.

BID NO. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4

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: 111518-2 Purchase of One (1) New Ford F150 Crew Cab 4X4

Firm Submitting Bid:

McSpadden Ford

Company Name

601 N Broad.

Address

Globe AZ 85501

City

State

Zip

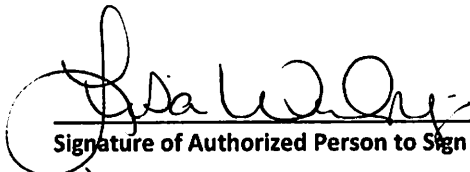
For clarification of this offer, contact:

Name: Lisa Wieteng

Phone No.: (928) 425-4491

Fax (928) 425-9390

Email: mcspaddensales@cableone.net


Signature of Authorized Person to Sign

Lisa Wieteng
Printed Name

General Manager
Title

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

BID NO. 111518-2
Purchase of One (1) New Ford F150 Crew Cab 4X4

ACCEPTANCE OF OFFER
(For Gila County use only)

The Offer is hereby Accepted:

The Vendor _____ is now bound to provide the materials or services listed in Invitation for Bid No.: 111518-2 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 Contract No. 111518-2. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this _____ day of _____, 2019

GILA COUNTY BOARD OF SUPERVISORS:

Tim R. Humphrey, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office

TATE'S

A U T O G R O U P
CORPORATE OFFICE

P.O. BOX 3006, SHOW LOW, AZ 85902
928-537-4201 PHONE • 928-537-8979 FAX

SHOW LOW
TATE'S
NISSAN

SHOW LOW
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HOLBROOK
TATE'S
AUTO CENTER

WINSLOW
TATE'S
AUTO CENTER

GALLUP
TATE'S
AUTO CENTER

March 28, 2019

Attn:
Betty Hurst
Contracts Administrator
Gila County Finance
1400 E. Ash Street
Globe, AZ 85501
Phone: 928-402-4355
bhurst@gilacountyaz.gov

In reference to Contract Purchase Order Number – 2019-00000558 dated 2-26-2019 Issued for Bid number 111518-2 we regretfully inform Gila county that we will not be able to fulfill the terms of the contract as we have filed for Chapter 11 Bankruptcy protection and as a result of that we are unable to fulfill any vehicle orders currently in the system or for any new orders. Please accept our apologies regarding this matter.



Richard Berry
Owner/General Manager
928-587-4609
Tate's Auto Group
1001 Navajo Blvd.
Holbrook, AZ 86025



DODGE



Jeep



GMC



www.shoptates.com

ARF-5394

Regular Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted By: Elaine Votruba, Public Services Librarian

Department: Deputy County Mgr/Library District

Division: Library District

Fiscal Year: 2020

Budgeted?: Yes

Contract Dates July 1, 2019-June 30, Grant?: Yes

Begin & End: 2020

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Grantee Agreement GRA-RC004-19-0919-01-Y2 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District for the period July 1, 2019 - June 30, 2020.

Background Information

The Gila County Library District's "First Things First Parent Education Community-Based Training Grant" is a government-to-government agreement with the Gila Regional Council. This is a grant renewal and shall become effective for the period July 1, 2019, through June 30, 2020. Total funds available are \$60,000 for this period. This agreement continues the Early Literacy strategy begun by the previous First Things First Parent Education Community-Based Training Grants that began in fiscal year 2011.

Evaluation

The current Early Literacy Grant from "First Things First" has been highly successful in providing curriculum materials and educational training to the libraries in the service area for their use in programming and training for parents. Additionally, library staff have heard only positive comments regarding the training provided to parents on the importance of early literacy skills and of reading to their children. At this time, 1,230 children ages birth to five years are enrolled in this program and receive books each month to foster the importance of reading and the six pre-reading skills, as well as proving parents with material to read each month. In

addition, Since 2011, and additional 2,916 children have graduated' from the program by turning five.

The public libraries are continuing to tailor and adapt programming geared at these ages and to encourage families to expand the reading opportunity by visiting the library and borrowing other books to read.

The number of children turning five and graduating along with the number of children moving out of the area has been greater than the number of new enrollees during the current fiscal year. A net reduction in children was also the experience from the past fiscal year. Staff believe that the loss in enrolled children is a result of the loss of community liaisons due to grant amount reductions from previous years. To address the decline in enrolled children, staff were able to add two temporary part-time community liaison positions during the last grant cycle. Increased enrollment has been noted, resulting in continued funding for the two community liaison positions for FY2020.

Conclusion

Of all the programs that the Gila County Library District administers, fosters, or promotes, this grant gives staff the opportunity to reach the most residents, and creates a climate and culture to develop the pre-reading skills necessary for literacy in children. The grant has a goal of enrolling 1,500 children in this program. This agreement continues what the first cycle of First Things First grants started.

Recommendation

The Gila County Library District recommends that the Board of Directors approve submission of this government-to-government agreement for the First Things First Parent Education Community-Based Literacy Grant for the amount of \$60,000 for fiscal year July 1, 2019, through June 30, 2020.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors, and convene as the Gila County Library District Board of Directors.)


Information/Discussion/Action to approve submission of Grantee Agreement No. GRA-RC004-19-0919-01-Y2 between the Gila Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and the Gila County Library District in the amount of \$60,000 for fiscal year July 1, 2019, through June 30, 2020.

(Jacque Sanders)

Attachments

IGA

Research Document

 FIRST THINGS FIRST	Grant Renewal Amendment	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012 (602) 771-5100
	Grant Renewal/2020 Grant Award GRA-RC004-19-0919-01-Y2 Gila Regional Partnership Council Parenting Outreach and Awareness	
<p>CONTRACTOR:</p> <p>Gila County Library District</p> <p>PURPOSE OF AMENDMENT:</p> <ol style="list-style-type: none"> Pursuant to the Special Terms and Conditions, Contract Renewal, for the above referenced grant award, the State of Arizona hereby exercises its sole option to renew the grant award number referenced above. The renewal award period is July 1, 2019 through June 30, 2020. Total award amount for the grant period is \$60,000.00 Contracted Service Units: Primary Strategy: Parenting Outreach and Awareness Number of books distributed: <u>18,686</u> Secondary Strategy: Number of participating practices: <u>2</u> The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents. 		
Contractor hereby acknowledges receipt and understanding of the contract amendment <hr/> Signature <hr/> Name <hr/> Title <hr/> Date	The above referenced amendment is hereby executed effective July 1, 2019 once signed and dated below: <hr/> Josh Allen CFO/COO <hr/> Date	

Line-Item Budget and Budget Narrative

SFY20 Line-Item Budget

Budget period: July 1, 2019 – June 30, 2020

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$8689.00
Salaries	Public Services Librarian 7.5% of FTE 2 Community Liaisons- Temporary	\$3,721.00 \$4,968.00	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$1,789.70
Fringe Benefits or Other ERE	Social Security, Medicare, Workers' Comp Health Insurance and ASRS	\$682.09 \$1,107.61	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$40,500.00
Contracted Services	Dollywood Foundation, Imagination Library	\$40,500.00	
TRAVEL		Travel Sub Total	\$
In-State Travel Out-of-State Travel			
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$3,567.30
• Postage	1500 postcards and letters for parent surveys	\$1,257.62	
• Printing/Copying	Printing 1500 Letters and postcards	\$766.08	
• Program Incentives	686 promotional and first books (a portion to be used for 2 events)	\$1,543.60	
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$
Equipment \$4,999 or less in value			
Subtotal Direct Program Costs:			\$54,546.00
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$5,454.00
Indirect/Admin Costs		\$	\$
Total		\$	\$60,000.00

Authorized Signature _____ Date _____

SFY20 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

The Public Services Librarian spends approximately 12% of her time annually as staff for this grant, however the grant can only pay for 7.5%. This is direct staffing, and includes data input for new registrations to the Imagination Library, data updates for address changes, collection of statistics from libraries, processing invoices, ordering and distributing first books, and inputting data for monthly reimbursements and quarterly reports. With reallocation of funds within the budget, Gila County will hire two temporary Community Liaisons at 12 hours per week for 12 weeks at a gross rate of \$17.25 per hour (FICA and Social Security 7.5% and tax withheld as determined by the employee).

Salary figure based on Professional level salary - $\$49,611.00 \times 7.5\% = \$3,721.00$

2 Temporary Community Liaisons-

12 hours/week x 12 weeks at \$17.25/hour = \$4,968.00

Summary of Personnel Services:

Public Services Librarian	\$3,721.00
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2 Community Liaisons - Temporary	
----------------------------------	--

12 hour/week x 12 weeks at \$17.25/hour	\$4,968.00
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TOTAL PERSONNEL SERVICES:

\$8,689.00

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Gila County provides matching funds for:

FICA at 6.2%	\$538.72
Medicare at 1.45%	125.99
Workers' Comp. Insurance at .20%	<u>17.38</u>
	\$682.09

In addition, Health Insurance (calculated at 7.5% of \$8,760) and the county's contribution for Arizona State Retirement (calculated at 12.11% of \$3,721.00) is included, as follows:

Health Insurance	\$657.00
Arizona State Retirement	<u>450.61</u>
	\$1,107.61

TOTAL EMPLOYEE RELATED EXPENSES: \$1,789.70

Professional and Outside Services: *If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.*

- Gila County Library District will continue to contract with the Dollywood Foundation, Imagination Library to supply a book a month by mail to any child registered in the program. An approximate rate of \$27.00/year per child with a goal of 1500 children/month, 18,000 books/year for a total of \$40,500.00.
- The Public Services Librarian will conduct a survey of all the Kindergarten teachers at all the schools to find out how many children entered school in August of 2019 unprepared for reading readiness.

TOTAL PROFESSIONAL & OUTSIDE SERVICES: \$40,500.00

Travel: *Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants **must** use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (<https://qao.az.gov/travel/welcome-qao-travel>) for both in-state and out-of-state travel.*

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

- Postage for 1500 surveys (letters and return address postcards) for parents at \$1,257.62
- Printing of letters, postcards & envelopes estimated at \$766.08
- 686 promo and first books for partners and new enrollees, estimated at \$2.25 ea., for a total of \$1,543.60

TOTAL OTHER OPERATING EXPENSES:

\$3,567.30

Non-Capital Equipment: For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.

Administrative/Indirect Costs: Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

X Option A - Administrative Costs: with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request. Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program. Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.

OR

- ☐ **Option B - Federally Approved Indirect Costs:** If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs. **Applicants must provide a copy of their federally approved indirect cost rate agreement.**

Authorized Signature _____ Date _____



Program Personnel Table

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.				
Name/ Position Title	Background/Expertise* Must include qualifications that align with the Standards of Practice (SOP)	Key Roles and Responsibilities	Meets the SOP Staffing Qualifications Yes/No**	FTEs funded through the program
<i>Elaine Votruba/Public Services Librarian</i>	<i>Masters in Information Resources & Library Science (20 yrs. experience) Bachelors' in Elementary Education</i>	<i>Grant Administration, Financial, Program Evaluation, Contact for FTF PGMS</i>	<i>Yes</i>	<i>0.075</i>
<i>Kim Hare/Temporary Community Liaison</i>	<i>Must be familiar with local communities, retired teacher from Kyrene School District, Tempe, AZ</i>	<i>Community Liaison for Payson, Pine/Strawberry, Tonto Basin, Young and surrounding areas</i>	<i>Yes</i>	<i>0.069</i>
<i>Alyssa Griffin/Temporary Community Liaison</i>	<i>Must be familiar with local communities, born and raised in Globe, AZ, currently completing a Bachelor's in Education.</i>	<i>Community Liaison for Globe/Miami, Hayden, Roosevelt and surrounding areas</i>	<i>Yes</i>	<i>0.069</i>
		<i>--The two Community Liaisons are Temporary Part- time, 12 hours/week each for 12 weeks.</i>		
Additional Personnel - those individuals partially funded through the proposed program but who do not directly implement or have direct program oversight of the program.				
Program Total:				0.213

* Resumes and/or job descriptions for key personnel may be requested at any time but unless otherwise indicated, they do not need to be submitted.

** By signing this document, I assure that all key personnel meet the Personnel/Staff Qualifications outlined in the FTF Standards of Practice or if any personnel do not meet the Staff Qualification standards, they have been approved through the FTF Request for Exemption from Staff Qualification process prior to hire.

Name/Title

Date



**“Dream More, Learn More, Care More, and Be More”:
Erie County’s Imagination Library Project and the Influence of Storybook
Reading**

An Executive Summary

Prepared by:

Chad H. Waldron, Ph.D.
Assistant Professor, Language and Literacy Education
Project Lead
Penn State Behrend, Erie, Pennsylvania

Nate Magee, M.S. & Jonathan Kinnear, B.A.
Research Technologists, Penn State Behrend CORE
Penn State Behrend, Erie Pennsylvania

Charisse Nixon, Ph.D.
Professor of Psychology
Director, Penn State Behrend CORE
Penn State Behrend, Erie Pennsylvania

Susan Hirt Hagen Center for Community Outreach, Research and Evaluation (CORE)
Penn State Behrend, 4909 Jordan Rd., Erie, PA 16563-1801

Introduction

Dolly Parton, in speaking recently about her Imagination Library project, describes the books provided and reading to young children as a way for each child to discover how to “dream more, learn more, care more, and be more” (Imagination Library, 2016). What started as a community-based project in preventing illiteracy within her mountain hometown of East Tennessee has expanded into an international initiative over the last 20 years with over 10.2 million books gifted to children throughout the world. The “Book Lady”, as Dolly Parton is so fondly called, has become a part of the Erie community. United Way of Erie County, through its leadership and the generous support of community donors, has brought the Imagination Library’s books, free of charge, to all children in our community from birth to age five.

United Way of Erie County’s Imagination Library, now entering its third year, addressed a clear need in the greater Erie community: young children’s literacy learning. The goal was to improve literacy among young children in Erie County from birth through school entry (United Way of Erie County, 2015). To achieve this goal, United Way planned to bring Dolly Parton’s Imagination Library to our community. United Way of Erie County, through its leadership and the generous support of community donors, has brought the Imagination Library’s books, free of charge, to all children in our community from birth to age five. United Way of Erie County’s Imagination Library has now reached over 13,495 children in our area (United Way of Erie County, 2016).

Purpose of the Research

United Way of Erie County was interested in studying the initial impact of the Imagination Library (DPIL) on participating young children’s literacy, along with their parents/caregivers’ perceptions of their children’s literacy skills and the DPIL. This Evaluation Project focused on the early literacy skills and strategies demonstrated by young children upon their entry to kindergarten across Erie County’s elementary schools. United Way of Erie County wished to better understand the impact of storybook reading, through the books provided in the Imagination Library initiative, and how these books impacted the young children of Erie County. To do this, Clay’s (2013) assessment instrument (*An Observation Survey of Early Literacy Achievement*) was selected as the assessment tool. Additionally, this research would focus upon parent/caregiver’s perceptions of the Imagination Library project and its value to their child/ren.

A diverse sampling of urban, suburban, and rural school sites were recruited for this project. This sampling reflected the diversity of Erie County, Pennsylvania. This research was conducted in partnership with the Susan Hirt

Hagen Center for Community, Outreach, Research, and Evaluation (CORE) at Penn State Behrend under the guidance of Dr. Chad H. Waldron, Assistant Professor of Language and Literacy Education, and the research team from CORE. This project began in September 2015 and concluded in April 2016.

Brief Review of Relevant Literature

Educational research reviewed affirmed the importance of storybook reading with young children. Several seminal studies were reviewed in order to develop this Evaluation Project of the Imagination Library. For example, results from a seminal study showed that young children have more mastery over concepts about print when exposed to storybook reading (Newman, 1996). Concepts about Print or CAP are the beginning literacy skills that children acquisition through book exposure and reading. These skills include such important behaviors as learning left to right directionality in text, reading a text from the top of the page to the bottom of the page, and noticing punctuation marks. Concepts about Print is essential for children to develop by late kindergarten or early first grade to have longitudinal success in reading (Clay, 2013). This eases their transition from non-traditional storybook reading, often seen with infants and young toddlers (e.g., picture retelling; making up a story within a text), to more traditional storybook reading with late toddlers on into preschool-age and kindergarten-age children (Newman, 1996).

Storybook reading has been also shown to have a powerful effect upon young children's literacy knowledge and subsequent achievement of measures of early literacy skills/strategies. The National Reading Panel, with literacy researchers, Lonigan and Shanahan (2009), became an important research guide in the literacy skills and strategies that young children can acquisition from storybooks. For example, alphabetic knowledge and rapid automatic naming of letters is associated with strong conventional literacy for a child's later literacy development (National Early Literacy Panel, 2009). This is often improved through a child's exposure to and reading of various types of texts. Additionally, Concepts about Print (including print knowledge and visually processing) and letter knowledge (including alphabetic recognition) were shown as two key variables predictive of later literacy achievement for both preschoolers and kindergarteners (National Early Literacy Panel, 2009; Teale & Sulzby, 1986). This research demonstrates a clear need for young children, from birth through their formal schooling experiences, to be exposed to print and texts in order to set them on a trajectory for successful literacy learning.

Research Design

Research Questions

Research questions for this Evaluation Project of the Imagination Library included:

1. What are the early literacy skills and strategies possessed by children who participated or did not participate in DPIL;
2. What are the perceptions of parents/caregivers as to the early literacy skills and strategies possessed by their child/ren who participated in DPIL; and
3. What are perceptions of parents/caregivers as to the contributions of DPIL to their home literacy practices for their child/ren who participated in DPIL.

These research questions were developed using United Way of Erie County's Logic Model (see Appendix) for the project and the research literature on storybook reading for young children.

Methodology

This evaluation project followed a mixed-methods design, utilizing quantitative and qualitative methodologies. This study examined early literacy skills and strategies possessed by young children upon their entry to school--kindergarten. "Early literacy skills and strategies" are defined in this study as the developmental precursors to reading and writing, the socializations to literacy (reading and writing), and the environmental supports (e.g., parental interactions with children around books) that lead to children's development in literacy (Sylva et al., 2011; Whitehurst et al., 1999; Whitehurst & Lonigan, 2003; Evangelou, Sylva, Kyriacou, Wild, & Glenny, 2009). This includes all literate behaviors exhibited by young children around their use and interactions with texts, print and oral language, and conversations with others. Later reading achievement may be predicted by using assessments of early literacy skills and strategies (National Reading Panel, 2009).

This project utilized a normed early literacy achievement measure, Clay's (2013) *An Observation Survey of Early Literacy Achievement*, and a parent/caregiver survey to answer the research questions of interest. This assessment was used to determine a child's print awareness and book handling skills, including book concepts, text directionality, concepts of letters and words, and concepts of punctuation. This assessment was first developed in the 1970s as one of the first assessments of emergent literacy (Clay, 2013). It is important

to note this assessment does not assume formal literacy, but rather looks at a young child's pre-reading and pre-writing skills/strategies. This assessment was selected due to its well-established use in understanding young children's conventional and non-conventional literacy knowledge (Newman, 1996). For this study, each assessor utilized a probe sheet for letter identification and a full color text for the CAP probe questions with each child who participated. These are untimed assessments in letter identification and CAP (Clay, 2013).

Several kindergarten cohorts were recruited throughout Erie County. Participants recruited for this study consisted of 394 kindergarten students (188 boys, 203 girls, average age= 5.80 years, age range: 4.96 – 6.96 years) from six schools located within Erie County. These schools represented the diverse communities of northwestern Pennsylvania within Erie County. These assessments were administered in the Fall of 2015 to kindergarten-age children during their first few months of formal schooling. A convenience sampling approach was taken for this study. Several elementary schools were asked to participate in the study and evaluations were conducted at the schools responding to the requests.

A testing procedure or protocol was established by the researchers for each participating school site. To begin, the researcher would gain assent from the student (child) by asking if s/he would "help me read a story together and answer a few questions." If the student agreed to help, the evaluation would begin with the Letter Identification task using the methods instructed in the text. This assessment included 54 alphabet letters, including upper and lowercase letters. The child read aloud each letter name, an acceptable sound for the letter, or by giving a word with the same initial letter (Clay, 2013). This took approximately three to five minutes to complete per child. The evaluator would then proceed to the *Concepts about Print* task, following the instructions provided from the text. This assessment involved a probe book, *Follow Me, Moon* by Clay (2013), and 24 task items relating to that probe book. These items included early and conventional literacy skills for young children. The child turned the pages of the book and used it to answer the items (questions) posed by the evaluator. This assessment is designed for children ages five to seven years old, approximately kindergarten through second grade (Clay, 2013). When the evaluation was over, the student was escorted back to class and the evaluator would call for the next student on the list.

Human subject research approval was secured prior to working with and collecting data from the participants. The first part of the study involved the assessment of kindergartener's early literacy skills and strategies. Each kindergarten child participated at his/her elementary school site, unless his/her parent/caregiver did not grant permission. It took approximately seven minutes to

assess each child. The data collected through this study was coded using random number assignment and protected for anonymity. Following the evaluations, score sheets were graded and entered into Microsoft Excel and SPSS. To indicate if a student was in the DPIL program, the list of students who were evaluated was compared to a database of known participants in the Imagination Library that was provided by United Way of Erie County. 114 participants in the Imagination Library (DPIL) were located within the broader sample of 394 kindergarteners assessed based on this information. The second part of the study involved the parents/caregivers' perceptions of the Imagination Library. The parent/caregiver surveys given to DPIL participating households gathered perceptions of the DPIL program and young children's early literacy skills and strategies. A total of 69 surveys were distributed and 27 responses were received—a response rate of approximately 39%.

All data collected was kept in strict confidentiality, following established human subjects protocols. The data was analyzed during the Spring of 2016. Data analyses included statistical analyses using SPSS and qualitative analyses of survey responses using Dedoose.

Findings

Part One: Assessment of Kindergartener's Early Literacy Skills and Strategies

The first part of this study focused on the assessment of early literacy skills and strategies for young children upon their entry into kindergarten. Each child was assessed in a one-to-one setting using Clay's (2013) Concepts about Print (CAP) and Letter Identification tasks from *An Observation Survey of Early Literacy Achievement* (Third Edition). These assessments were essential in answering the first research question of this study: *What are the early literacy skills and strategies possessed by children who participated or did not participate in DPIL?*

Results from the current study showed that young children entering kindergarten who had participated in the Imagination Library (DPIL) were significantly different in their early literacy skills and strategies when compared to their peers who had not participated. Of particular interest are two key analyses to support these findings:

1. Participants in the Imagination Library (DPIL) performed better on Clay's Letter Identification task when compared to those who did not participate in DPIL ($p < .01^*$); and

2. Participants in the Imagination Library (DPIL) performed better on composite variables (categories of items Clay's *CAP Task*) of early literacy skills and strategies (i.e., text and illustration orientation: questions #7 & 10; word and letter concepts within text: questions #21-24) than those who did not participate in DPIL ($p < .01^*$).

*Note: $p < .05$ is the accepted level of statistical significance for findings in educational research.

An independent-samples t-test was conducted on the data to generate these results. The statistical analyses can be reviewed in the Append. The Letter Identification task (see Table 1) demonstrated that children who participated in DPIL had stronger letter knowledge than their peers who did not participate. For example, the children were given upper and lowercase letters to identify by name, sound, or familiar words, which had the same initial letter. This list of letters displayed the 54 iterations of upper and lower case letters that young children would commonly read or write within their own literacy experiences. Previous research on storybook reading and letter identification has demonstrated a child's exposure to print will increase a child's letter knowledge (e.g., National Reading Panel, 2009). This same result is seen within this study.

For the *Concepts About Print* task, an independent-samples t-test was once again conducted on the data to generate these results. There were no overall differences in the initial analyses of the *Concepts About Print* task between the children who participated in DPIL when compared to their peers who did not participate in DPIL. Yet, there were differences within and across task items for the *CAP* task (see Table 3). This is not surprising as the *Concepts About Print* task is designed for administration to track growth from children in kindergarten through second grade (Clay, 2013). This task covers a wide span of conventional literacy skills and strategies across these grade levels. It was important then to analyze the children's responses using clustered variables of interest-- using particular questions to focus on early literacy skills and strategies as appropriate for the beginning of kindergarten with children who are five to seven years of age. For example, young children typically learn to identify a letter within words and sentences or acknowledge where a sentence begins and ends. In reviewing applicable educational literature (e.g., National Early Literacy Panel, 2009; Clay, 2013), task items #7 & 10 and #21-24 aligned as items assessing the early literacy skills and strategies of beginning kindergarteners. In the subsequent analyses, using these clustered variables, DPIL participants performed better on task items of early literacy skills and strategies when compared to their peers who did not participate in DPIL (see Table 3 and 4).

Taken together, children who participated in the Imagination Library had stronger letter knowledge and improved Concepts about Print.

Part Two: Parent/Caregiver's Perceptions of the Imagination Library

It was important to understand the perceptions of the Imagination Library within the participating children's parents and caregivers. A survey, consisting of predominantly Likert scale items, was administered (see Appendices). The items within the survey focused upon the early literacy skills and strategies possessed by the children as well as the home literacy practices for their child/ren. The questions for the survey were generated through the review of relevant research literature, the previous studies of storybook reading with young children, and from the research questions for this study.

The survey was administered to the parents/caregivers during early Spring 2016 after all participants in DPIL were identified from the Imagination Library and United Way databases. The surveys were distributed through the elementary school sites. Sixty-nine surveys were distributed and 27 responses were received, a 39% response rate. This response rate meets the acceptability standards for survey instruments used for this study's research questions (Baumann & Bason, 2004). This sampling represented a diverse group: the median household income for approximately 75% of the sample was no more than \$75,000 total and a significant percentage (22%) made less than \$25,000 (Survey Results, 2016). Their educational levels were most frequently some college/associate's degree or a bachelor's degree (Survey Results, 2016).

The survey yielded important findings about the home literacy practices within this sampling of the Imagination Library's participants. The survey found:

1. Over 88% of the participants surveyed had 20+ books for their kindergarten child; and
2. Approximately 44% of the participants surveyed never visited a public library ($n = 12^*$) and another 48% of the homes only visited a public library one to two times per month ($n = 13^*$) (Survey Results, 2016).

*Note: n equals total number of participants.

It is important to note that of the "20+ books for their kindergarten child," approximately 12 to 24 of those books were received from the Imagination Library. These findings demonstrate a clear need for texts and reading practices within the homes of young children in Erie County. United Way's Imagination Library filled a clear need by providing books to children that may not have otherwise been available.

Additionally, the survey found parents/caregivers of Imagination Library participants valued early literacy skills and strategies within their children:

1. When provided with books, approximately 85% of the parents/caregivers surveyed reported reading to their child at least 3-4 times (37%) and some (37%) up to 7+ times a week; and
2. Approximately 93% of the participants surveyed found reading to their child as “very important” (Survey Results, 2016).

These findings demonstrate an apparent belief in the importance of early literacy skills and strategies through storybook reading with young children. The parents/caregivers of the Imagination Library participants saw a clear value in exposing their child to literacy through read aloud. Overall, the results of the survey demonstrated a clear need for early literacy work and home literacy experiences within Erie County.

Implications

The findings of this study demonstrate the importance of United Way of Erie County’s Imagination Library and its impact upon our young children. This study demonstrated the initial, positive impact of storybook reading on the first cohorts of children graduating from the Imagination Library. The assessments of these young children and the survey of their parents/caregivers demonstrate the clear benefits of early literacy initiatives in storybook reading, particularly opportunities to support home-based literacy with young children. Previous studies of the Imagination Library have demonstrated similar positive outcomes for young children when exposed to storybook reading (Imagination Library, 2016). This particular study adds to the literature by expanding the researched link between strong letter knowledge and strong Concepts about Print knowledge in children who are read to within the home setting (e.g., Paratore & Edwards, 2011; National Early Literacy Panel, 2009). This study contributes new findings to the Imagination Library’s research base in assessing children’s Concepts about Print and letter identification knowledge using Clay’s (2013) tasks in Letter Identification and Concepts about Print. Clay’s (2013) assessments were selected for their well-established use and psychometrically proven results with early literacy learners. This study contributes to literacy research for the efficacy of improving early literacy achievement through storybook reading with young children (e.g., Neuman, 1996; National Early Literacy Panel, 2009).

Several recommendations can be implemented from this study. First, it is important to support and scaffold the parents/caregivers of Imagination Library participants in their literacy work with their children at home. United Way of Erie County has supported this type of work in several initiatives while implementing

DPIL. It is important to explore other community partnerships (i.e. daycare/preschool sites) that may support United Way in this work to encourage the full benefit of storybook reading within the home. Research is well established in how parents and caregivers can benefit from the guidance of others in helping their child with literacy in the home (e.g., Paratore & Edwards, 2011). Second, future research studies will need to be conducted to prove the continuing effectiveness of the Imagination Library project. It is recommended that a similar study of this nature be conducted in Erie County within three years to look at the impact of DPIL across children who entered the program at birth and completed it at age five. The current study captured kindergarten-age children who only received one to two years of books through DPIL. This is the result of the program only existing for two years within Erie County at the time of this study. It would be important for a future collaboration to analyze both participants and non-participants within the Imagination Library as well as discovering additional implications from storybook reading with diverse groups of children.

Early literacy achievement in young children is paramount in their lifelong literacy success (National Reading Panel, 2009; Clay, 2013). Community initiatives like Erie County's Imagination Library provide a critical resource to children, their families, and their communities. The current study demonstrated that early literacy achievement was improved by children's participation in and exposure to storybook reading through the Imagination Library. When young children possess strong knowledge of conventional literacy (i.e., they know how to read and how books work), these children are more likely to be successful in their later literacy achievement (National Reading Panel, 2009).

APPENDIX

Summary of Statistical Analyses

Overall Concepts about Print (CAP). An independent-samples t-test was conducted to compare overall Concepts About Print (CAP) scores between students in the control group and students enrolled in the Dolly Parton Imagination Library (DPIL) group. Although the DPIL group did have a slightly higher mean score, there was no significant differences between the control group ($M = 10.70$, $SD = 4.68$) and the DPIL group ($M = 11.43$, $SD = 4.49$); $t(392) = -1.41$, $p = .60$.

Overall Letter Identification Task. An independent-samples t-test was conducted to compare overall Letter Identification scores between students in the control group and students enrolled in the Dolly Parton Imagination Library (DPIL) group. Results indicated a significant difference between the control group ($M = 36.13$, $SD = 17.89$) and the DPIL group ($M = 41.55$, $SD = 15.22$); $t(237.92) = -3.03$, $p < .01$.

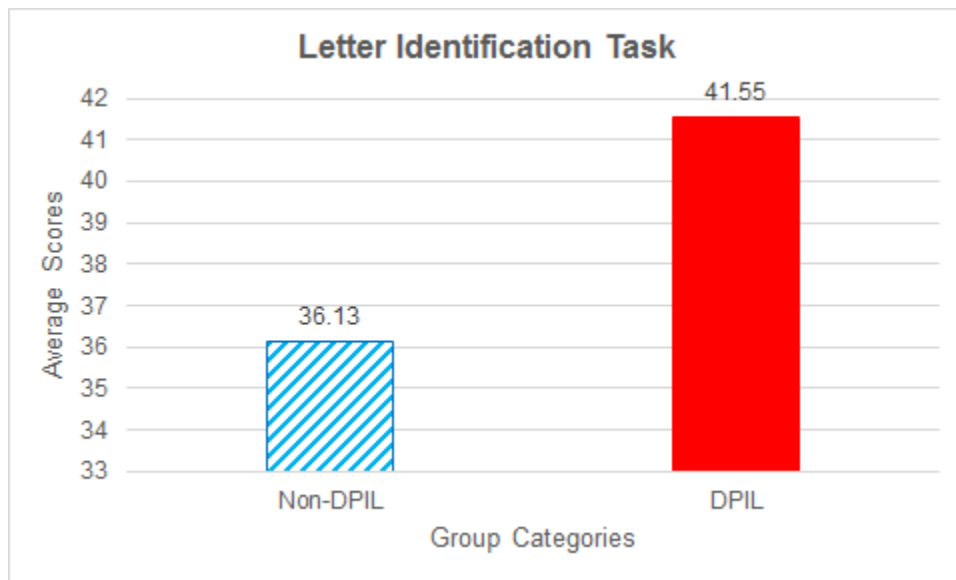


Table 1. Letter identification task- DPIL and Non-DPIL. *Note: Range is from 0-54.

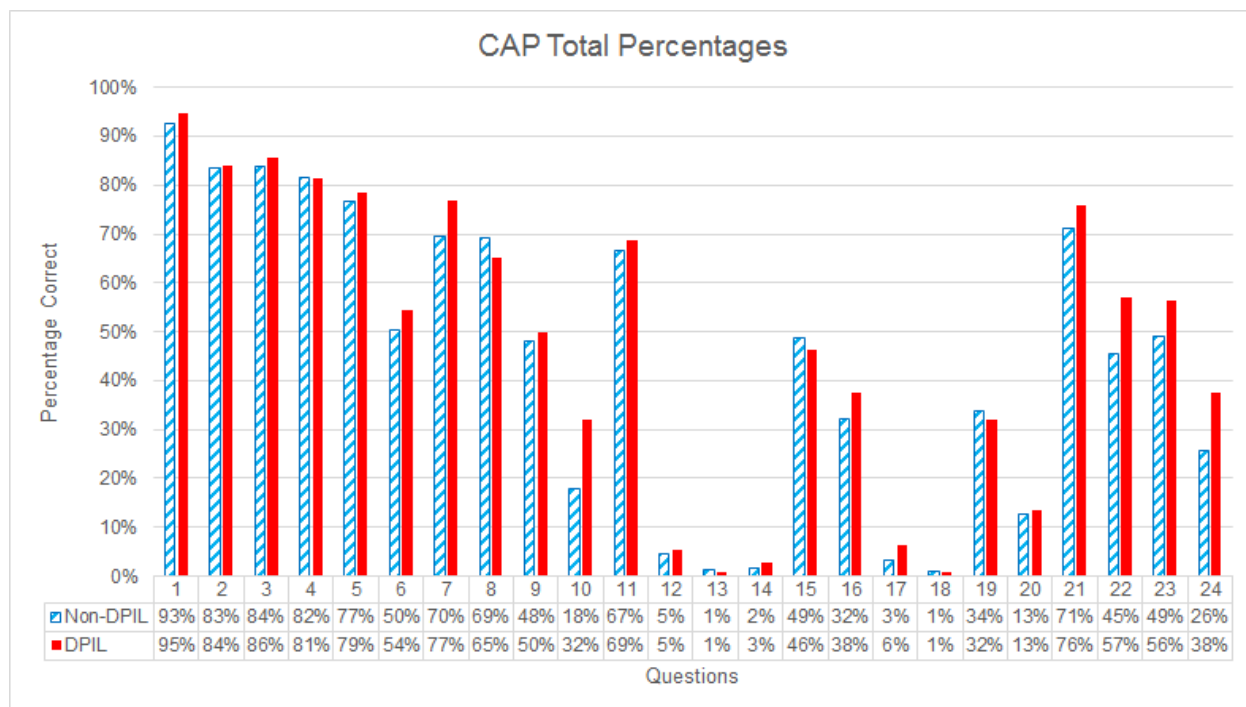


Table 2. *Percentage correct of Concepts about Print task questions- DPIL and Control.*

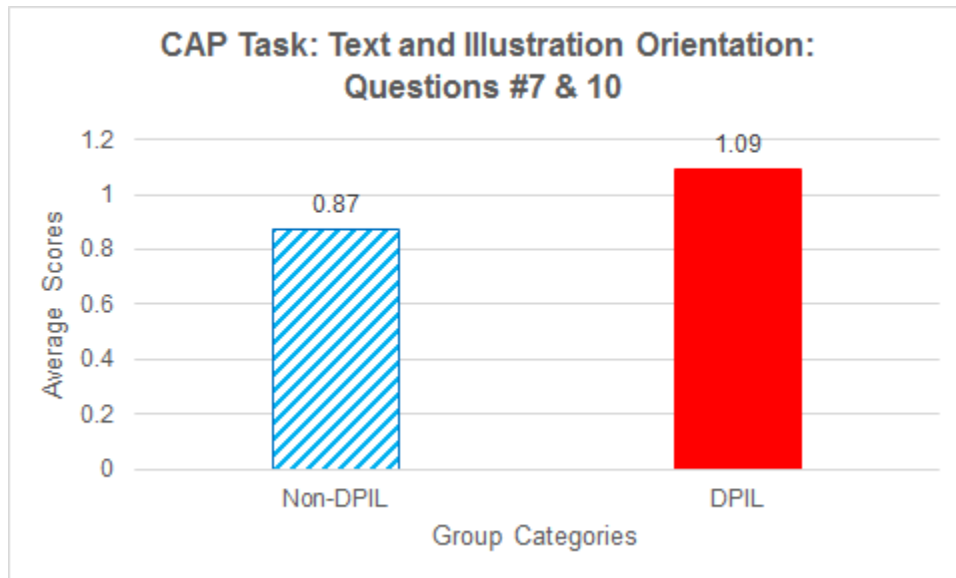


Table 3. CAP task cluster: text and illustration orientation, questions #7 & 10- DPIL and Non-DPIL. *Note: CAP range for this variable is 0 - 2

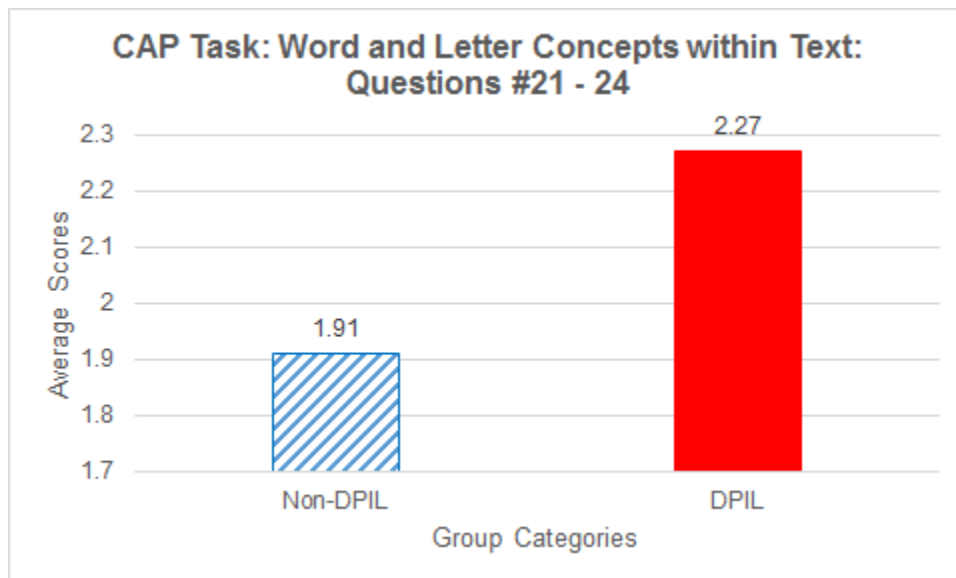
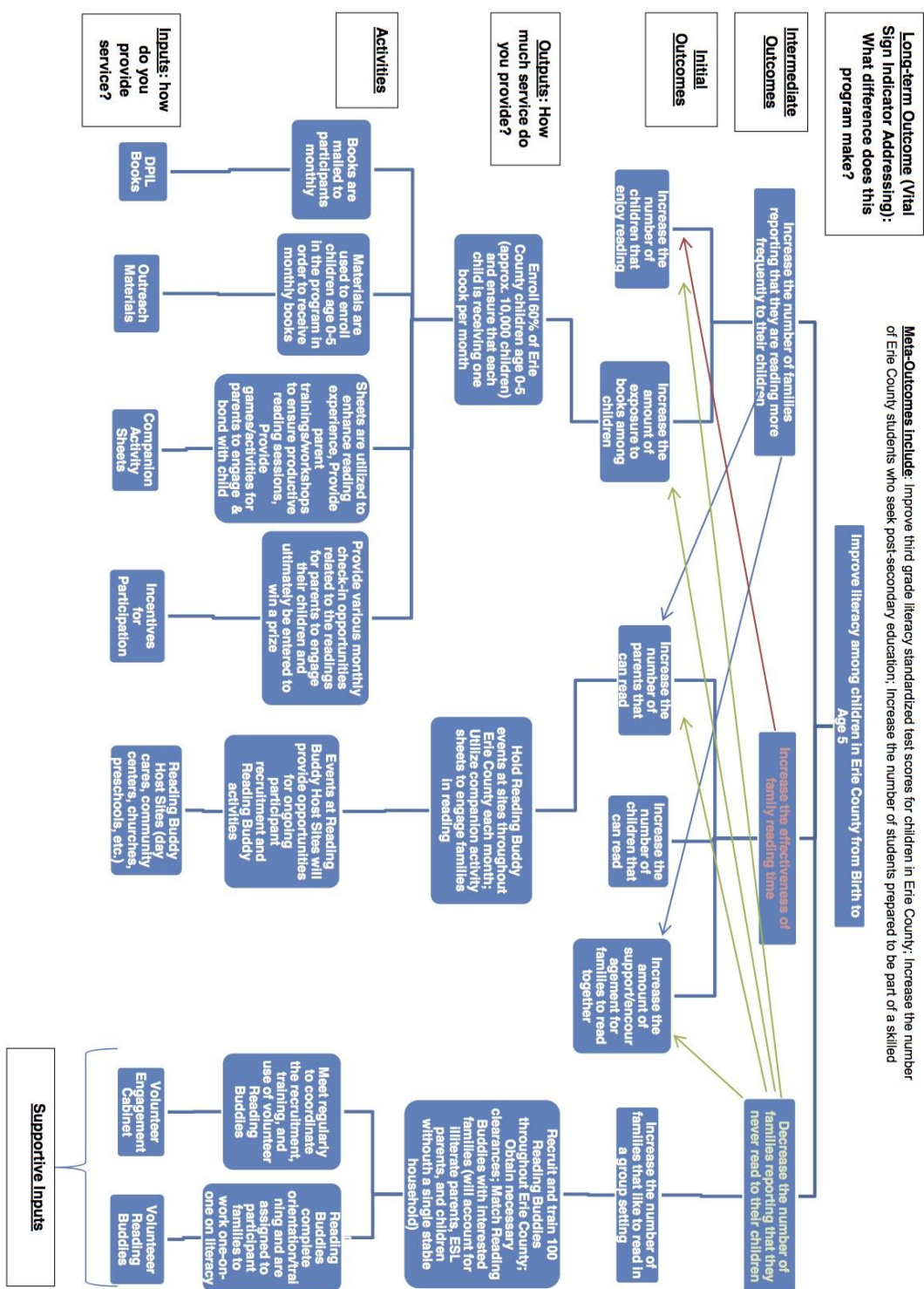


Table 4. *CAP* task cluster: word and letter concepts within texts, questions #21-24- DPIL and Non-DPIL. *Note: *CAP* range for this variable is 0 to 4.

United Way of Erie County- Logic Model (DPIL)



Survey Instrument

You are being invited to participate in a research study about the impact of United Way of Erie County's Imagination Library. If you agree to participate, you will complete the following survey by answering a series of questions about your storybook reading at home with your child and your use of the books you received through the Imagination Library. Your participation is entirely voluntary and your identity will be kept anonymous. You will not be penalized or lose any benefits for choosing not to participate or for withdrawing from the study at any time. You may also refuse to participate in certain procedures or answer certain questions.

Your confidentiality will be protected to the maximum extent allowable by law. All data that we collect from you will be kept confidential. This data will be stored electronically and securely for up to a period of five years, then it will be destroyed. Results of this study may be used to inform future research, presented at professional conferences, in journal articles, or in a book. However, pseudonyms will be used so no person or place can be identified. Filling out this survey constitutes your informed consent to have your answers voluntarily compiled into a data set in which you will be an anonymous participant.

() Yes, I grant permission for my responses in this survey to be included in this research study and referenced in future research.

() No, I do not grant permission for my responses in this survey to be included in this research study or referenced in future research.

Please indicate your level of agreement with the following statements by checking one box in each row.

1. In our home we have approximately _____ children's books.						
None	1 - 5	6 - 10	11 - 15	16 - 20	20 or more	I do not know
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. I take my child(ren) to the Library about _____ times per month.						
0 times	1-2 times	3-4 times	5 – 6 times	7 or more times	Do not wish to answer	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. I read to my child _____ days per week.						
0 days	1-2 days	3-4 days	5 – 6 days	7 days	Do not wish to answer	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. My child is _____ about reading and books.						
Not at all Enthusiastic	Not very Enthusiastic	Neutral	Somewhat Enthusiastic	Very Enthusiastic	I do not know	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Reading and books are _____ for my child's development.						
Unimportant	Of Little Importance	Moderately Important	Important	Very Important	I do not know	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. What is the ethnicity of your Kindergartner?						
White	Black	Asian/Indian subcontinent/Pacific Islander	Hispanic	Native American	Two or more races	I don't wish to answer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7. How many children are in your household under age 5? _____ 8. Zip Code _____

9. What is the name of your Kindergartner (first and last) _____

10. Did your Kindergartner attend a preschool? ☐ Yes ☐ No If Yes, name of Preschool _____

Please tell us about yourself.

11. I am the _____ of the Kindergartner.						
Mother	Father	Grandmother	Grandfather	Other Relative	Legal Guardian	Other/Do not wish to answer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. How well do you think your child will do in school?						
Not Very Well	Will Get By	Okay	Good	Pretty Well	Very Well	Do not wish to answer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. My Marital Status						
Single	Married	Divorced	Domestic Partner	Committed Relationship	Widowed	Do not wish to answer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. I personally read for pleasure _____ days per week.						
0 days	1-2 days	3-4 days	5 – 6 days	7 days		Do not wish to answer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
15. My Education Level						
No Diploma or GED	High School Graduate/GED	Completed or Attending Trade/Vocational School	Some College/Associate Degree	Bachelor's Degree	Post-Graduate Degree	Other/Do not wish to answer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. My Household Income Level						
Below \$25,000	\$25,000 – \$34,999	\$35,000 – \$49,999	\$50,000 - \$74,999	\$75,000 - \$99,999	\$100,000 or More	Do not wish to answer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

17. My Age _____

18. My Gender ☐ Male ☐ Female

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ARF-5395

Regular Agenda Item 4. I.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: Jacque Sanders, Asst. County Manager/Librarian

Submitted By: Elaine Votruba, Public Services Librarian

Department: Deputy County Mgr/Library District

Division: Library District

Fiscal Year: 2020

Budgeted?: Yes

Contract Dates July 1, 2019-June 30, Grant?: Yes

Begin & End: 2020

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Grantee Agreement GRA-RC029-19-00935-01-Y2 between the San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and Gila County Library District, for the period July 1, 2019 - June 30, 2020.

Background Information

The Gila County Library District's "First Things First Parent Education Community-Based Training Grant" is a government-to-government agreement with the Gila Regional Council. This is a grant renewal and shall become effective on July 1, 2019, and shall terminate on June 30, 2020. Total funds available are \$70,000 for this period, representing a \$10,000 increase over the previous period. This agreement continues the Parenting Outreach and Awareness- Early Literacy strategy that began in fiscal year 2013. We currently employ one Community Liaison to reach parents in the San Carlos Apache Nation with the early literacy message. With the increased funding an additional Community Liaison for the Bylas area will be added. During the last grant cycle the Bylas Liaison position was eliminated reducing our presences in the community. Restoring the Bylas Liaison position reinforces the need for our services to the San Carlos region.

Evaluation

The current Early Literacy Grant from "First Things First" has been highly successful in providing curriculum materials and educational training to the Early Literacy Coordinator and the San Carlos Library for their use in programming and training for parents. Additionally, library staff have heard only positive comments regarding the training provided to parents on the importance of early literacy skills and of reading to their children. At this time, 700 children ages birth to five years are enrolled in this program and receive books each month to foster the importance of reading and the six pre-reading skills, as well as providing parents with material to read each month. In addition, 1090 children have graduated from the program by turning five.

The Early Literacy Coordinator will continue to tailor and adapt programming geared at these ages and encourage families to expand the reading opportunity by visiting the library and borrowing other books to read. The Community Liaison will continue outreach to parents of children ages birth to five years of age throughout areas served by the San Carlos Apache Regional Council of First Things First.

Conclusion

Of all the programs that the Gila County Library District administers, fosters, or promotes, this grant gives staff the opportunity to reach the most residents, and creates a climate and culture to develop the pre-reading skills necessary for literacy in children. The grant renewal has a goal of enrolling 916 children in this program and distributing 10,992 books. This agreement continues what the first cycle of First Things First grants started.

Recommendation

The Gila County Library District recommends that the Board of Directors approve submission of this government-to-government renewal agreement for the First Things First Parent Education Community-Based Literacy Grant for the amount of \$70,000 for fiscal year July 1, 2019, through June 30, 2020.

Suggested Motion


Information/Discussion/Action to approve submission of renewal for Grantee Agreement No. GRA-RC029-19-0935-01-Y2 between the San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and the Gila County Library District in the amount of \$70,000 for fiscal year July 1, 2019, through June 30, 2020. **(Jacque Sanders) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as**

the Gila County Board of Supervisors.)

Attachments

IGA

Research Document

 FIRST THINGS FIRST	Grant Renewal Amendment	Early Childhood Development and Health Board (First Things First) 4000 North Central Avenue, Suite 800 Phoenix, Arizona 85012 (602) 771-5100
	Grant Renewal/2020 Grant Award GRA-RC029-19-0935-01-Y2 San Carlos Apache Regional Partnership Council Parenting Outreach and Awareness	
CONTRACTOR: Gila County Library District		
PURPOSE OF AMENDMENT: <ol style="list-style-type: none"> Pursuant to the Special Terms and Conditions, Contract Renewal, for the above referenced grant award, the State of Arizona hereby exercises its sole option to renew the grant award number referenced above. The renewal award period is July 1, 2019 through June 30, 2020. Total award amount for the grant period is \$70,000.00 Contracted Service Units: Primary Strategy: Parenting Outreach and Awareness Number of books distributed: <u>11,000</u> (Grantee proposes 10992) Secondary Strategy: Number of parenting activities held: <u>96</u> (Grantee proposes 75) The grantee is responsible for all updated Standards of Practice located in the First Things First Partner and Grant Management System (PGMS) under Grantee Resources/Standards of Practice. All other terms and conditions remain unchanged and are according to the original award documents, clarification documents and renewal submission documents. 		
Contractor hereby acknowledges receipt and understanding of the contract amendment		The above referenced amendment is hereby executed effective July 1, 2019 once signed and dated below:
_____ Signature		_____ Josh Allen CFO/COO
_____ Name		_____ Date
_____ Title		
_____ Date		

Line-Item Budget and Budget Narrative

SFY20 Line-Item Budget

Budget period: July 1, 2019 – June 30, 2020

Budget Category	Line Item Description	Requested Funds	Total Cost
PERSONNEL SERVICES		Personnel Services Sub Total	\$30,974.10
Salaries	10% Public Services Librarian 2 Community Liaisons Early Literacy Coordinator	\$4,961.10 \$15,249.00 \$10,764.00	
EMPLOYEE RELATED EXPENSES		Employee Related Expenses Sub Total	\$3,908.23
Fringe Benefits or Other ERE	Social Security, Medicare, Workers' Comp Health Insurance and ASRS	\$2,431.45 \$1,476.78	
PROFESSIONAL AND OUTSIDE SERVICES		Professional & Outside Services Sub Total	\$24,732.00
Contracted Services	Dollywood Foundation, Imagination Library	\$24,732	
TRAVEL		Travel Sub Total	\$
In-State Travel Out-of-State Travel			
AID TO ORGANIZATIONS OR INDIVIDUALS		Aid to Organizations or Individuals Sub Total	\$
Subgrants or Subcontracts to organizations/agencies/entities			
OTHER OPERATING EXPENSES		Other Operating Expenses Sub Total	\$4022.04
• Food	Nutritious snacks for 75 workshops @ \$5 per workshop	\$375.00	
• Postage	Mail surveys, return postage for postcards and welcome letters	\$680.00	
• Printing/Copying	Printing of surveys postcards and envelopes	\$450.00	
• Program Materials	1000 Registration Brochures	\$450.00	
• Program Supplies	Craft supplies for workshops	\$200.00	
• Program Incentives	Promotional and first books	\$1,867.04	
NON-CAPITAL EQUIPMENT		Non-Capital Sub Total	\$
Equipment \$4,999 or less in value			
Subtotal Direct Program Costs:			\$63,636.37
ADMINISTRATIVE/INDIRECT COSTS		Total Admin/Indirect	\$6,363.63
Indirect/Admin Costs		\$	\$
Total		\$	\$70,000.00

Authorized Signature _____ Date _____

SFY20 Budget Narrative

The budget narrative should provide a clear and concise description of how amounts were determined, including calculations, for each proposed line item in the Line-Item Budget. If a budget category does not apply, either leave blank or delete the category.

Personnel Services: *Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. Explain how the salary rate for each position was determined. If salaries are expected to increase during the program year, indicate the percentage increases for each position and justify the percent of the salary increase.*

While the Public Services Librarian spends approximately 12% of her time annually as staff for this grant, the grant only has capacity to support 10%. This is direct staffing, and includes data input for new registrations to the Imagination Library, data updates to address changes, collection of statistics from libraries and Liaisons, processing invoices, ordering books, tracking timesheets for the Liaisons each week, monthly reimbursements and quarterly reports. Since this position is currently filled with an experienced professional level staff person with a high salary than previous years, 10% of the Public Services Librarian's salary will be allocated to this grant. $\$49,611.00 \times 10\% = \$4,961.10$.

Community Liaison for San Carlos and Peridot Reservation Communities will be hired on a part-time basis by Gila County at a gross rate of \$17.25 per hour (FICA and Social Security 7.85% and tax withheld as determined by the employee). The Community Liaison will be working 12 hours per week x 52 weeks = **\$10,764.00**.

Community Liaison for Bylas will be hired on a part-time basis by Gila County at a gross rate of \$17.25 per hour (FICA and Social Security 7.85% and tax withheld as determined by the employee). This liaison will work 5 hours per week x 52 weeks = **\$4,485.00**.

Early Literacy Program Coordinator will be hired on a part-time basis by Gila County at a gross rate of \$17.25 per hour (FICA and Social Security 7.85% and tax withheld as determined by the employee). The Program Coordinator will be working 12 hours per week x 52 weeks = **\$10,764.00**.

TOTAL FOR PERSONNEL SERVICES:

\$30,974.10

Employee Related Expenses: *Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency/organization.*

Gila County provides matching funds for:

FICA at 6.2%	\$1,920.39
Medicare at 1.45%	449.12
Workers' Comp. Insurance at .20%	<u>61.94</u>
	\$2,431.45
In addition, Health Insurance (calculated at 10% of \$8760) and the County's contribution for Arizona State Retirement (calculated at 12.11% of \$4,961.10) is included, as follows:	
Health Insurance	\$876.00
Arizona State Retirement	<u>600.78</u>
	\$1,476.78
TOTAL FOR EMPLOYEE RELATED EXPENSES:	\$3,908.23
<p><u>Professional and Outside Services:</u> <i>If professional consultants/services costs are proposed in the budget, define how the costs for these services were determined and the justification for the services related to the program. Explain how all contracts will be procured.</i></p> <p>Gila County Library District will continue to contract with the Dollywood Foundation, Imagination to supply a book a month by mail to any child registered in the program. An Approximate increased rate of \$27.00/year per child with a goal of 916 children/month, 10,992 books/year for a total of <u>\$24,732.00.</u></p>	
<p><u>Travel:</u> <i>Separate in-state and out-of-state travel. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel, the justification for travel, how many employees will attend and how the estimates have been determined. Applicants <u>must</u> use the State of Arizona Travel Policy on rates limitations for mileage, lodging, and meals (https://qao.az.gov/travel/welcome-qao-travel) for both in-state and out-of-state travel.</i></p>	

Aid to Organizations or Individuals: *In the event that this application represents collaboration and you will be utilizing subcontractors (including subgrantees) to perform various components of the program, include a list of subcontractors, programmatic work each subcontractor will perform, and how costs for each subcontractor are determined.*

Other Operating Expenses: *Explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. Items can only be categorized in the following line items: Telephones /Communications Services, Internet Access, General Office Supplies, Food, Rent/Occupancy, Utilities, Furniture, Postage, Software (including IT supplies), Dues/Subscriptions, Advertising, Printing/Copying, Equipment Maintenance, Professional Development (Staff Training, Conferences, Workshops, and Training Fees for Staff), Insurance, Program Materials, Program Supplies, Scholarships, and Program Incentives.*

- | | |
|---|------------|
| • Nutritious food snacks for Workshops:
(75 workshops @ \$5.00 ea.) | \$375.00 |
| • Postage for 900 surveys (letters and postcards) for parents estimated at: | \$680.00 |
| • Printing of letters, postcards and envelopes for survey: | \$450.00 |
| • Program materials to include 1000 registration brochures: | \$450.00 |
| • Craft Supplies for workshops:
(Colored paper, crayons, markers, glue stick paint & etc.) | \$200.00 |
| • Program Incentives:
(Promotional and first books) | \$1,867.04 |

TOTAL FOR OTHER OPERATING EXPENSES:	\$4,022.04
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Non-Capital Equipment: *For items with a unit cost less than \$5,000 and an initial estimated useful life beyond a single year, explain each item to be purchased, how the costs were determined and justify the need for the items. All purchases should be made through competitive bid or using established purchasing procedures. For example, items such as computers, printers, projectors, etc. each with a unit cost less than \$5,000.*

Administrative/Indirect Costs: *Administrative costs are general or centralized expenses of overall administration of an agency/organization that receives grant funds and does not include particular program costs. Such costs are generally identified with the agency/organization's overall operation and are further described in 2 CFR 220, 2 CFR 225, and 2 CFR 230.*

Indirect costs are costs of an organization that are not readily assignable to a particular program, but are necessary to the operation of the organization and the performance of the program. The cost of operating and maintaining facilities, depreciation, and administrative salaries are examples of the types of costs that are usually treated as indirect.

Applicants must list either Option A or Option B and provide proper justification for expenses included:

X Option A - Administrative Costs: *with proper justification, applicants may include an allocation for administrative costs for up to 10% of the total direct costs requested of the grant request.*

Administrative costs may include allocable direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall management improvement costs; and costs of general liability insurance that protects the agency/organization(s) responsible for operating a program, other than insurance costs solely attributable to the program.

Administrative costs may also include that portion of salaries and benefits of the program's director and other administrative staff not attributable to the time spent in support of a specific program.

OR

- ☐ **Option B - Federally Approved Indirect Costs:** *If your agency/organization has a federally approved indirect cost rate agreement in place, applicants may include an allocation for indirect costs for up to 10% of the direct costs. **Applicants must provide a copy of their federally approved indirect cost rate agreement.***

Authorized Signature _____ Date _____



Program Personnel Table

Key Personnel - those individuals directly responsible for program implementation/services and are fully or partially funded through the proposed program.				
Name/ Position Title	Background/Expertise* Must include qualifications that align with the Standards of Practice (SOP)	Key Roles and Responsibilities	Meets the SOP Staffing Qualifications Yes/No**	FTEs funded through the program
<i>Elaine Votruba/Public Services Librarian</i>	<i>Masters in Information Resources & Library Science (20 yrs. experience) Bachelors' in Elementary Education</i>	<i>Grant Administration, Financial, Programs, Evaluation, Contact for FTF PGMS</i>	<i>Yes</i>	<i>0.10</i>
<i>Tashina Swift/ Early Literacy Coordinator</i>	<i>Knowledge of Early Literacy Programming. Communicates well with adults and children alike. Familiar with local communities. Past employment with San Carlos Unified School District.</i>	<i>Provides Parent education and children's programming</i>	<i>Yes</i>	<i>.30</i>
<i>Nikki Lewis/ Community Liaison</i>	<i>Completing a Masters in Language, Reading & Culture. Bachelor of Science in Literacy, Learning and Leadership. Familiar with local communities and events.</i>	<i>Community Liaison for San Carlos, Peridot and the surrounding areas</i>	<i>Yes</i>	<i>.30</i>
<i>Community Liaison/TBD</i>	<i>Must be familiar with local community and events.</i>	<i>Community Liaison for Bylas</i>		<i>.125</i>
Additional Personnel - those individuals partially funded through the proposed program but who do not directly implement or have direct program oversight of the program.				
Program Total:				0.825

* Resumes and/or job descriptions for key personnel may be requested at any time but unless otherwise indicated, they do not need to be submitted.

** By signing this document, I assure that all key personnel meet the Personnel/Staff Qualifications outlined in the FTF Standards of Practice or if any personnel do not meet the Staff Qualification standards, they have been approved through the FTF Request for Exemption from Staff Qualification process prior to hire.

Name/Title

Date



**“Dream More, Learn More, Care More, and Be More”:
Erie County’s Imagination Library Project and the Influence of Storybook
Reading**

An Executive Summary

Prepared by:

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Introduction

Dolly Parton, in speaking recently about her Imagination Library project, describes the books provided and reading to young children as a way for each child to discover how to “dream more, learn more, care more, and be more” (Imagination Library, 2016). What started as a community-based project in preventing illiteracy within her mountain hometown of East Tennessee has expanded into an international initiative over the last 20 years with over 10.2 million books gifted to children throughout the world. The “Book Lady”, as Dolly Parton is so fondly called, has become a part of the Erie community. United Way of Erie County, through its leadership and the generous support of community donors, has brought the Imagination Library’s books, free of charge, to all children in our community from birth to age five.

United Way of Erie County’s Imagination Library, now entering its third year, addressed a clear need in the greater Erie community: young children’s literacy learning. The goal was to improve literacy among young children in Erie County from birth through school entry (United Way of Erie County, 2015). To achieve this goal, United Way planned to bring Dolly Parton’s Imagination Library to our community. United Way of Erie County, through its leadership and the generous support of community donors, has brought the Imagination Library’s books, free of charge, to all children in our community from birth to age five. United Way of Erie County’s Imagination Library has now reached over 13,495 children in our area (United Way of Erie County, 2016).

Purpose of the Research

United Way of Erie County was interested in studying the initial impact of the Imagination Library (DPIL) on participating young children’s literacy, along with their parents/caregivers’ perceptions of their children’s literacy skills and the DPIL. This Evaluation Project focused on the early literacy skills and strategies demonstrated by young children upon their entry to kindergarten across Erie County’s elementary schools. United Way of Erie County wished to better understand the impact of storybook reading, through the books provided in the Imagination Library initiative, and how these books impacted the young children of Erie County. To do this, Clay’s (2013) assessment instrument (*An Observation Survey of Early Literacy Achievement*) was selected as the assessment tool. Additionally, this research would focus upon parent/caregiver’s perceptions of the Imagination Library project and its value to their child/ren.

A diverse sampling of urban, suburban, and rural school sites were recruited for this project. This sampling reflected the diversity of Erie County, Pennsylvania. This research was conducted in partnership with the Susan Hirt

Hagen Center for Community, Outreach, Research, and Evaluation (CORE) at Penn State Behrend under the guidance of Dr. Chad H. Waldron, Assistant Professor of Language and Literacy Education, and the research team from CORE. This project began in September 2015 and concluded in April 2016.

Brief Review of Relevant Literature

Educational research reviewed affirmed the importance of storybook reading with young children. Several seminal studies were reviewed in order to develop this Evaluation Project of the Imagination Library. For example, results from a seminal study showed that young children have more mastery over concepts about print when exposed to storybook reading (Newman, 1996). Concepts about Print or CAP are the beginning literacy skills that children acquisition through book exposure and reading. These skills include such important behaviors as learning left to right directionality in text, reading a text from the top of the page to the bottom of the page, and noticing punctuation marks. Concepts about Print is essential for children to develop by late kindergarten or early first grade to have longitudinal success in reading (Clay, 2013). This eases their transition from non-traditional storybook reading, often seen with infants and young toddlers (e.g., picture retelling; making up a story within a text), to more traditional storybook reading with late toddlers on into preschool-age and kindergarten-age children (Newman, 1996).

Storybook reading has been also shown to have a powerful effect upon young children's literacy knowledge and subsequent achievement of measures of early literacy skills/strategies. The National Reading Panel, with literacy researchers, Lonigan and Shanahan (2009), became an important research guide in the literacy skills and strategies that young children can acquisition from storybooks. For example, alphabetic knowledge and rapid automatic naming of letters is associated with strong conventional literacy for a child's later literacy development (National Early Literacy Panel, 2009). This is often improved through a child's exposure to and reading of various types of texts. Additionally, Concepts about Print (including print knowledge and visually processing) and letter knowledge (including alphabetic recognition) were shown as two key variables predictive of later literacy achievement for both preschoolers and kindergarteners (National Early Literacy Panel, 2009; Teale & Sulzby, 1986). This research demonstrates a clear need for young children, from birth through their formal schooling experiences, to be exposed to print and texts in order to set them on a trajectory for successful literacy learning.

Research Design

Research Questions

Research questions for this Evaluation Project of the Imagination Library included:

1. What are the early literacy skills and strategies possessed by children who participated or did not participate in DPIL;
2. What are the perceptions of parents/caregivers as to the early literacy skills and strategies possessed by their child/ren who participated in DPIL; and
3. What are perceptions of parents/caregivers as to the contributions of DPIL to their home literacy practices for their child/ren who participated in DPIL.

These research questions were developed using United Way of Erie County's Logic Model (see Appendix) for the project and the research literature on storybook reading for young children.

Methodology

This evaluation project followed a mixed-methods design, utilizing quantitative and qualitative methodologies. This study examined early literacy skills and strategies possessed by young children upon their entry to school--kindergarten. "Early literacy skills and strategies" are defined in this study as the developmental precursors to reading and writing, the socializations to literacy (reading and writing), and the environmental supports (e.g., parental interactions with children around books) that lead to children's development in literacy (Sylva et al., 2011; Whitehurst et al., 1999; Whitehurst & Lonigan, 2003; Evangelou, Sylva, Kyriacou, Wild, & Glenny, 2009). This includes all literate behaviors exhibited by young children around their use and interactions with texts, print and oral language, and conversations with others. Later reading achievement may be predicted by using assessments of early literacy skills and strategies (National Reading Panel, 2009).

This project utilized a normed early literacy achievement measure, Clay's (2013) *An Observation Survey of Early Literacy Achievement*, and a parent/caregiver survey to answer the research questions of interest. This assessment was used to determine a child's print awareness and book handling skills, including book concepts, text directionality, concepts of letters and words, and concepts of punctuation. This assessment was first developed in the 1970s as one of the first assessments of emergent literacy (Clay, 2013). It is important

to note this assessment does not assume formal literacy, but rather looks at a young child's pre-reading and pre-writing skills/strategies. This assessment was selected due to its well-established use in understanding young children's conventional and non-conventional literacy knowledge (Newman, 1996). For this study, each assessor utilized a probe sheet for letter identification and a full color text for the CAP probe questions with each child who participated. These are untimed assessments in letter identification and CAP (Clay, 2013).

Several kindergarten cohorts were recruited throughout Erie County. Participants recruited for this study consisted of 394 kindergarten students (188 boys, 203 girls, average age= 5.80 years, age range: 4.96 – 6.96 years) from six schools located within Erie County. These schools represented the diverse communities of northwestern Pennsylvania within Erie County. These assessments were administered in the Fall of 2015 to kindergarten-age children during their first few months of formal schooling. A convenience sampling approach was taken for this study. Several elementary schools were asked to participate in the study and evaluations were conducted at the schools responding to the requests.

A testing procedure or protocol was established by the researchers for each participating school site. To begin, the researcher would gain assent from the student (child) by asking if s/he would "help me read a story together and answer a few questions." If the student agreed to help, the evaluation would begin with the Letter Identification task using the methods instructed in the text. This assessment included 54 alphabet letters, including upper and lowercase letters. The child read aloud each letter name, an acceptable sound for the letter, or by giving a word with the same initial letter (Clay, 2013). This took approximately three to five minutes to complete per child. The evaluator would then proceed to the *Concepts about Print* task, following the instructions provided from the text. This assessment involved a probe book, *Follow Me, Moon* by Clay (2013), and 24 task items relating to that probe book. These items included early and conventional literacy skills for young children. The child turned the pages of the book and used it to answer the items (questions) posed by the evaluator. This assessment is designed for children ages five to seven years old, approximately kindergarten through second grade (Clay, 2013). When the evaluation was over, the student was escorted back to class and the evaluator would call for the next student on the list.

Human subject research approval was secured prior to working with and collecting data from the participants. The first part of the study involved the assessment of kindergartener's early literacy skills and strategies. Each kindergarten child participated at his/her elementary school site, unless his/her parent/caregiver did not grant permission. It took approximately seven minutes to

assess each child. The data collected through this study was coded using random number assignment and protected for anonymity. Following the evaluations, score sheets were graded and entered into Microsoft Excel and SPSS. To indicate if a student was in the DPIL program, the list of students who were evaluated was compared to a database of known participants in the Imagination Library that was provided by United Way of Erie County. 114 participants in the Imagination Library (DPIL) were located within the broader sample of 394 kindergarteners assessed based on this information. The second part of the study involved the parents/caregivers' perceptions of the Imagination Library. The parent/caregiver surveys given to DPIL participating households gathered perceptions of the DPIL program and young children's early literacy skills and strategies. A total of 69 surveys were distributed and 27 responses were received—a response rate of approximately 39%.

All data collected was kept in strict confidentiality, following established human subjects protocols. The data was analyzed during the Spring of 2016. Data analyses included statistical analyses using SPSS and qualitative analyses of survey responses using Dedoose.

Findings

Part One: Assessment of Kindergartener's Early Literacy Skills and Strategies

The first part of this study focused on the assessment of early literacy skills and strategies for young children upon their entry into kindergarten. Each child was assessed in a one-to-one setting using Clay's (2013) Concepts about Print (CAP) and Letter Identification tasks from *An Observation Survey of Early Literacy Achievement* (Third Edition). These assessments were essential in answering the first research question of this study: *What are the early literacy skills and strategies possessed by children who participated or did not participate in DPIL?*

Results from the current study showed that young children entering kindergarten who had participated in the Imagination Library (DPIL) were significantly different in their early literacy skills and strategies when compared to their peers who had not participated. Of particular interest are two key analyses to support these findings:

1. Participants in the Imagination Library (DPIL) performed better on Clay's Letter Identification task when compared to those who did not participate in DPIL ($p < .01^*$); and

2. Participants in the Imagination Library (DPIL) performed better on composite variables (categories of items Clay's *CAP Task*) of early literacy skills and strategies (i.e., text and illustration orientation: questions #7 & 10; word and letter concepts within text: questions #21-24) than those who did not participate in DPIL ($p < .01^*$).

*Note: $p < .05$ is the accepted level of statistical significance for findings in educational research.

An independent-samples t-test was conducted on the data to generate these results. The statistical analyses can be reviewed in the Append. The Letter Identification task (see Table 1) demonstrated that children who participated in DPIL had stronger letter knowledge than their peers who did not participate. For example, the children were given upper and lowercase letters to identify by name, sound, or familiar words, which had the same initial letter. This list of letters displayed the 54 iterations of upper and lower case letters that young children would commonly read or write within their own literacy experiences. Previous research on storybook reading and letter identification has demonstrated a child's exposure to print will increase a child's letter knowledge (e.g., National Reading Panel, 2009). This same result is seen within this study.

For the *Concepts About Print* task, an independent-samples t-test was once again conducted on the data to generate these results. There were no overall differences in the initial analyses of the *Concepts About Print* task between the children who participated in DPIL when compared to their peers who did not participate in DPIL. Yet, there were differences within and across task items for the *CAP* task (see Table 3). This is not surprising as the *Concepts About Print* task is designed for administration to track growth from children in kindergarten through second grade (Clay, 2013). This task covers a wide span of conventional literacy skills and strategies across these grade levels. It was important then to analyze the children's responses using clustered variables of interest-- using particular questions to focus on early literacy skills and strategies as appropriate for the beginning of kindergarten with children who are five to seven years of age. For example, young children typically learn to identify a letter within words and sentences or acknowledge where a sentence begins and ends. In reviewing applicable educational literature (e.g., National Early Literacy Panel, 2009; Clay, 2013), task items #7 & 10 and #21-24 aligned as items assessing the early literacy skills and strategies of beginning kindergarteners. In the subsequent analyses, using these clustered variables, DPIL participants performed better on task items of early literacy skills and strategies when compared to their peers who did not participate in DPIL (see Table 3 and 4).

Taken together, children who participated in the Imagination Library had stronger letter knowledge and improved Concepts about Print.

Part Two: Parent/Caregiver's Perceptions of the Imagination Library

It was important to understand the perceptions of the Imagination Library within the participating children's parents and caregivers. A survey, consisting of predominantly Likert scale items, was administered (see Appendices). The items within the survey focused upon the early literacy skills and strategies possessed by the children as well as the home literacy practices for their child/ren. The questions for the survey were generated through the review of relevant research literature, the previous studies of storybook reading with young children, and from the research questions for this study.

The survey was administered to the parents/caregivers during early Spring 2016 after all participants in DPIL were identified from the Imagination Library and United Way databases. The surveys were distributed through the elementary school sites. Sixty-nine surveys were distributed and 27 responses were received, a 39% response rate. This response rate meets the acceptability standards for survey instruments used for this study's research questions (Baumann & Bason, 2004). This sampling represented a diverse group: the median household income for approximately 75% of the sample was no more than \$75,000 total and a significant percentage (22%) made less than \$25,000 (Survey Results, 2016). Their educational levels were most frequently some college/associate's degree or a bachelor's degree (Survey Results, 2016).

The survey yielded important findings about the home literacy practices within this sampling of the Imagination Library's participants. The survey found:

1. Over 88% of the participants surveyed had 20+ books for their kindergarten child; and
2. Approximately 44% of the participants surveyed never visited a public library ($n = 12^*$) and another 48% of the homes only visited a public library one to two times per month ($n = 13^*$) (Survey Results, 2016).

*Note: n equals total number of participants.

It is important to note that of the "20+ books for their kindergarten child," approximately 12 to 24 of those books were received from the Imagination Library. These findings demonstrate a clear need for texts and reading practices within the homes of young children in Erie County. United Way's Imagination Library filled a clear need by providing books to children that may not have otherwise been available.

Additionally, the survey found parents/caregivers of Imagination Library participants valued early literacy skills and strategies within their children:

1. When provided with books, approximately 85% of the parents/caregivers surveyed reported reading to their child at least 3-4 times (37%) and some (37%) up to 7+ times a week; and
2. Approximately 93% of the participants surveyed found reading to their child as “very important” (Survey Results, 2016).

These findings demonstrate an apparent belief in the importance of early literacy skills and strategies through storybook reading with young children. The parents/caregivers of the Imagination Library participants saw a clear value in exposing their child to literacy through read aloud. Overall, the results of the survey demonstrated a clear need for early literacy work and home literacy experiences within Erie County.

Implications

The findings of this study demonstrate the importance of United Way of Erie County’s Imagination Library and its impact upon our young children. This study demonstrated the initial, positive impact of storybook reading on the first cohorts of children graduating from the Imagination Library. The assessments of these young children and the survey of their parents/caregivers demonstrate the clear benefits of early literacy initiatives in storybook reading, particularly opportunities to support home-based literacy with young children. Previous studies of the Imagination Library have demonstrated similar positive outcomes for young children when exposed to storybook reading (Imagination Library, 2016). This particular study adds to the literature by expanding the researched link between strong letter knowledge and strong Concepts about Print knowledge in children who are read to within the home setting (e.g., Paratore & Edwards, 2011; National Early Literacy Panel, 2009). This study contributes new findings to the Imagination Library’s research base in assessing children’s Concepts about Print and letter identification knowledge using Clay’s (2013) tasks in Letter Identification and Concepts about Print. Clay’s (2013) assessments were selected for their well-established use and psychometrically proven results with early literacy learners. This study contributes to literacy research for the efficacy of improving early literacy achievement through storybook reading with young children (e.g., Neuman, 1996; National Early Literacy Panel, 2009).

Several recommendations can be implemented from this study. First, it is important to support and scaffold the parents/caregivers of Imagination Library participants in their literacy work with their children at home. United Way of Erie County has supported this type of work in several initiatives while implementing

DPIL. It is important to explore other community partnerships (i.e. daycare/preschool sites) that may support United Way in this work to encourage the full benefit of storybook reading within the home. Research is well established in how parents and caregivers can benefit from the guidance of others in helping their child with literacy in the home (e.g., Paratore & Edwards, 2011). Second, future research studies will need to be conducted to prove the continuing effectiveness of the Imagination Library project. It is recommended that a similar study of this nature be conducted in Erie County within three years to look at the impact of DPIL across children who entered the program at birth and completed it at age five. The current study captured kindergarten-age children who only received one to two years of books through DPIL. This is the result of the program only existing for two years within Erie County at the time of this study. It would be important for a future collaboration to analyze both participants and non-participants within the Imagination Library as well as discovering additional implications from storybook reading with diverse groups of children.

Early literacy achievement in young children is paramount in their lifelong literacy success (National Reading Panel, 2009; Clay, 2013). Community initiatives like Erie County's Imagination Library provide a critical resource to children, their families, and their communities. The current study demonstrated that early literacy achievement was improved by children's participation in and exposure to storybook reading through the Imagination Library. When young children possess strong knowledge of conventional literacy (i.e., they know how to read and how books work), these children are more likely to be successful in their later literacy achievement (National Reading Panel, 2009).

APPENDIX

Summary of Statistical Analyses

Overall Concepts about Print (CAP). An independent-samples t-test was conducted to compare overall Concepts About Print (CAP) scores between students in the control group and students enrolled in the Dolly Parton Imagination Library (DPIL) group. Although the DPIL group did have a slightly higher mean score, there was no significant differences between the control group ($M = 10.70$, $SD = 4.68$) and the DPIL group ($M = 11.43$, $SD = 4.49$); $t(392) = -1.41$, $p = .60$.

Overall Letter Identification Task. An independent-samples t-test was conducted to compare overall Letter Identification scores between students in the control group and students enrolled in the Dolly Parton Imagination Library (DPIL) group. Results indicated a significant difference between the control group ($M = 36.13$, $SD = 17.89$) and the DPIL group ($M = 41.55$, $SD = 15.22$); $t(237.92) = -3.03$, $p < .01$.

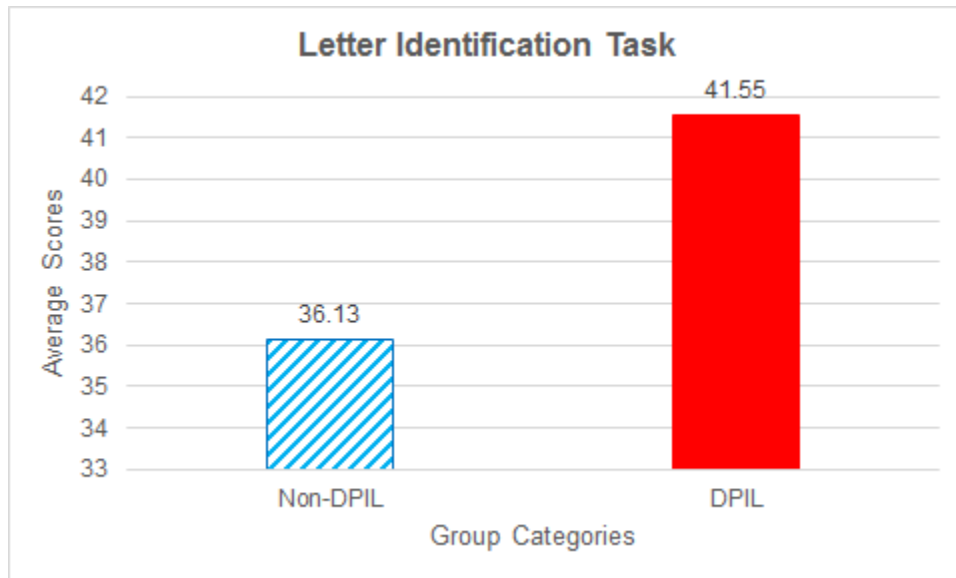


Table 1. Letter identification task- DPIL and Non-DPIL. *Note: Range is from 0-54.

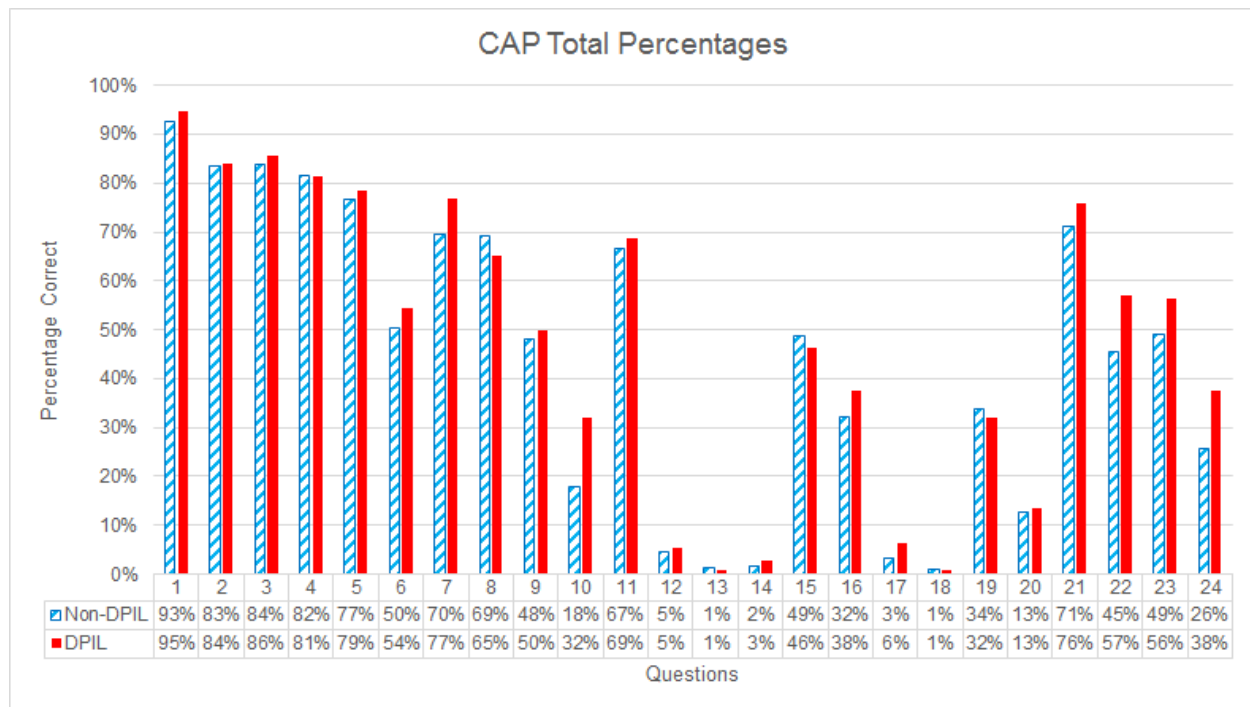


Table 2. *Percentage correct of Concepts about Print task questions- DPIL and Control.*

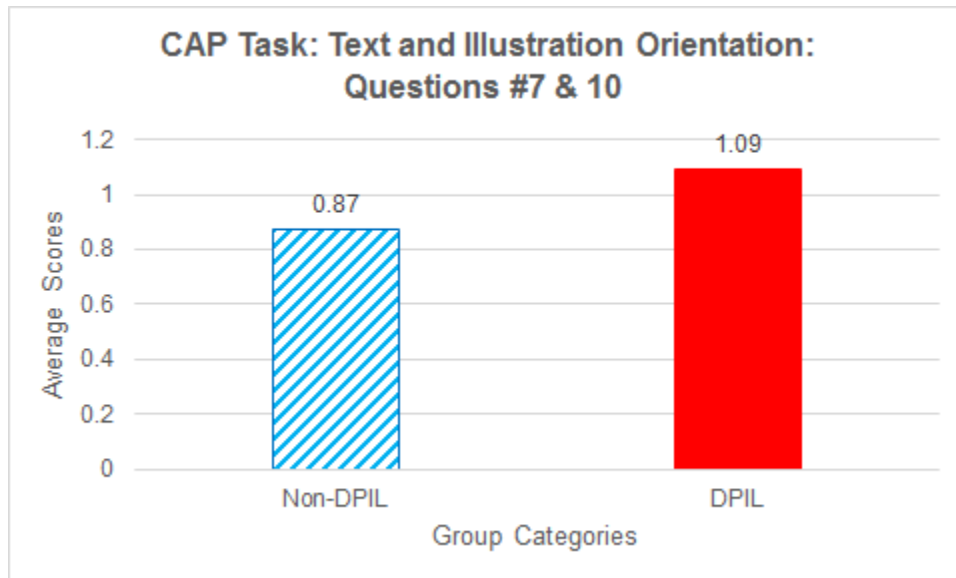


Table 3. CAP task cluster: text and illustration orientation, questions #7 & 10- DPIL and Non-DPIL. *Note: CAP range for this variable is 0 - 2

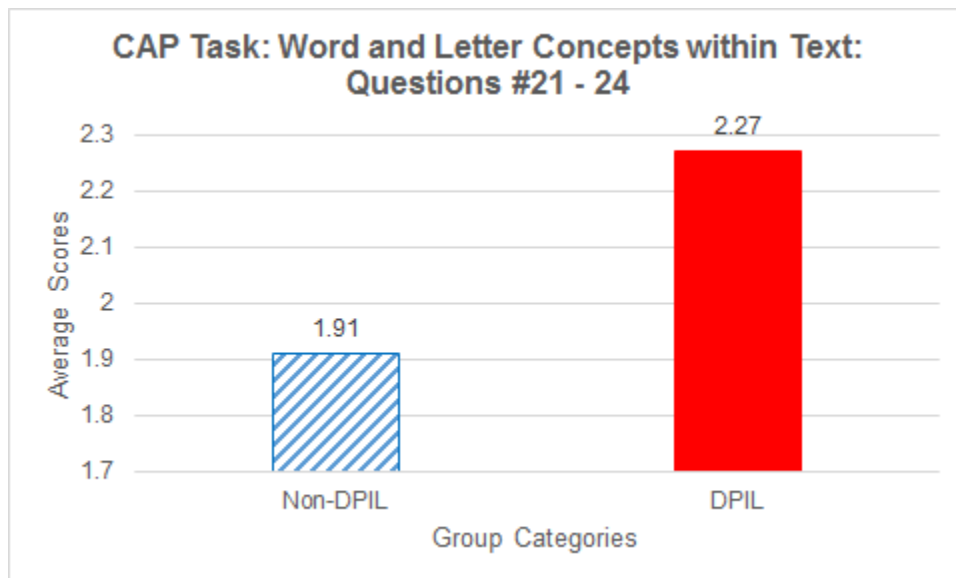
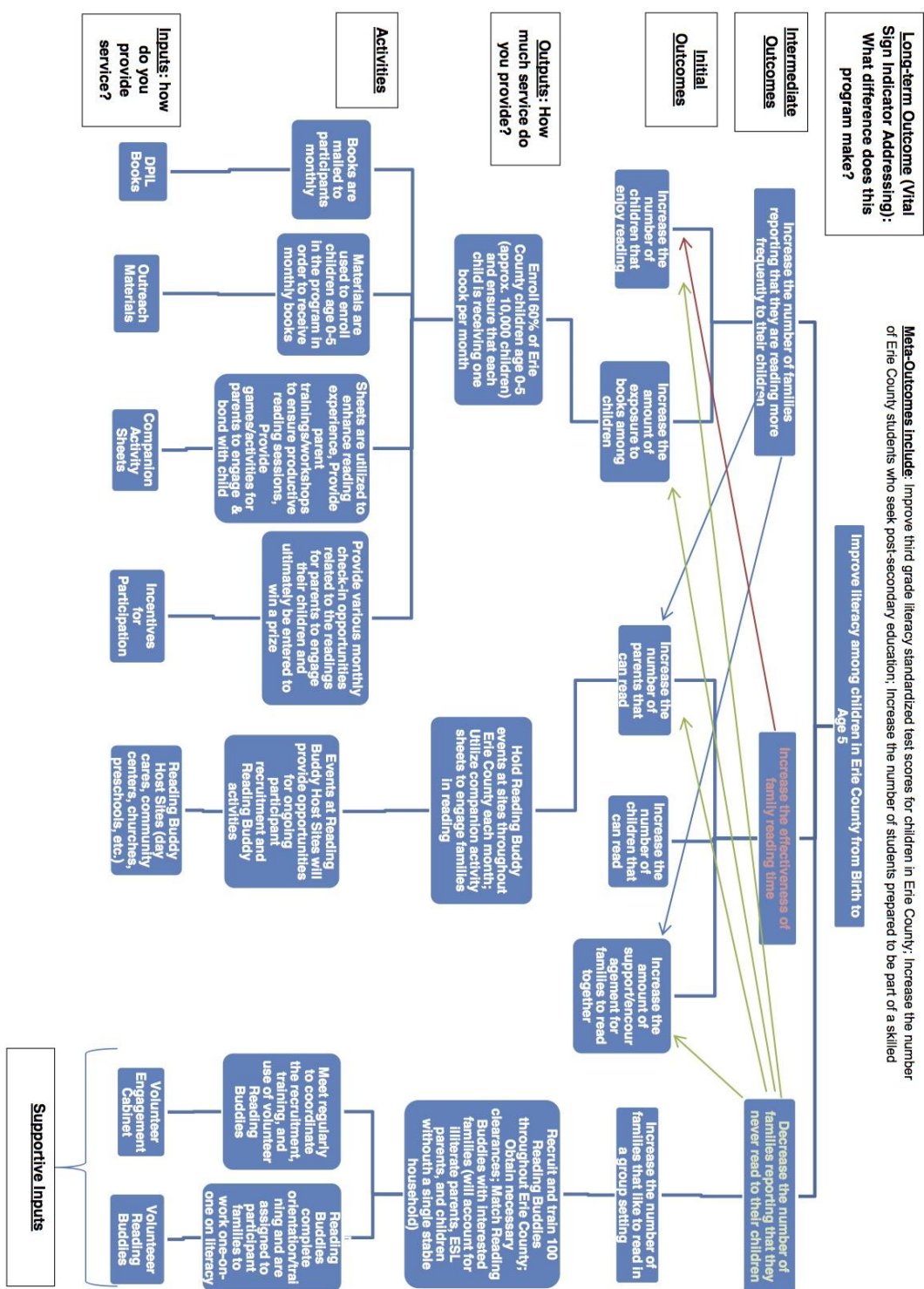


Table 4. *CAP* task cluster: word and letter concepts within texts, questions #21-24- DPIL and Non-DPIL. *Note: *CAP* range for this variable is 0 to 4.

United Way of Erie County- Logic Model (DPIL)



Survey Instrument

You are being invited to participate in a research study about the impact of United Way of Erie County's Imagination Library. If you agree to participate, you will complete the following survey by answering a series of questions about your storybook reading at home with your child and your use of the books you received through the Imagination Library. Your participation is entirely voluntary and your identity will be kept anonymous. You will not be penalized or lose any benefits for choosing not to participate or for withdrawing from the study at any time. You may also refuse to participate in certain procedures or answer certain questions.

Your confidentiality will be protected to the maximum extent allowable by law. All data that we collect from you will be kept confidential. This data will be stored electronically and securely for up to a period of five years, then it will be destroyed. Results of this study may be used to inform future research, presented at professional conferences, in journal articles, or in a book. However, pseudonyms will be used so no person or place can be identified. Filling out this survey constitutes your informed consent to have your answers voluntarily compiled into a data set in which you will be an anonymous participant.

() Yes, I grant permission for my responses in this survey to be included in this research study and referenced in future research.

() No, I do not grant permission for my responses in this survey to be included in this research study or referenced in future research.

Please indicate your level of agreement with the following statements by checking one box in each row.

1. In our home we have approximately _____ children's books.						
None	1 - 5	6 - 10	11 - 15	16 - 20	20 or more	I do not know
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. I take my child(ren) to the Library about _____ times per month.						
0 times	1-2 times	3-4 times	5 – 6 times	7 or more times	Do not wish to answer	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. I read to my child _____ days per week.						
0 days	1-2 days	3-4 days	5 – 6 days	7 days	Do not wish to answer	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. My child is _____ about reading and books.						
Not at all Enthusiastic	Not very Enthusiastic	Neutral	Somewhat Enthusiastic	Very Enthusiastic	I do not know	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Reading and books are _____ for my child's development.						
Unimportant	Of Little Importance	Moderately Important	Important	Very Important	I do not know	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. What is the ethnicity of your Kindergartner?						
White	Black	Asian/Indian subcontinent/Pacific Islander	Hispanic	Native American	Two or more races	I don't wish to answer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7. How many children are in your household under age 5? _____ 8. Zip Code _____

9. What is the name of your Kindergartner (first and last) _____

10. Did your Kindergartner attend a preschool? ☐ Yes ☐ No If Yes, name of Preschool _____

Please tell us about yourself.

11. I am the _____ of the Kindergartner.						
Mother	Father	Grandmother	Grandfather	Other Relative	Legal Guardian	Other/Do not wish to answer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. How well do you think your child will do in school?						
Not Very Well	Will Get By	Okay	Good	Pretty Well	Very Well	Do not wish to answer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. My Marital Status						
Single	Married	Divorced	Domestic Partner	Committed Relationship	Widowed	Do not wish to answer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. I personally read for pleasure _____ days per week.						
0 days	1-2 days	3-4 days	5 – 6 days	7 days		Do not wish to answer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
15. My Education Level						
No Diploma or GED	High School Graduate/GED	Completed or Attending Trade/Vocational School	Some College/Associate Degree	Bachelor's Degree	Post-Graduate Degree	Other/Do not wish to answer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. My Household Income Level						
Below \$25,000	\$25,000 – \$34,999	\$35,000 – \$49,999	\$50,000 - \$74,999	\$75,000 - \$99,999	\$100,000 or More	Do not wish to answer
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

17. My Age _____

18. My Gender ☐ Male ☐ Female

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ARF-5403

Regular Agenda Item 4. J.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: James Menlove, County Manager

Submitted By: James Menlove, County Manager

Department: County Manager

Fiscal Year: 2019-20

Budgeted?: Yes

Contract Dates Various

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Fiscal Year 2019-20 Capital Facility Investments

Background Information

Gila County has several significant existing and new facility needs. Staff have identified those needs and have created a list of recommended projects for fiscal year 2019-20.

Evaluation

Staff is prepared to review the list with the Board of Supervisors (BOS) and discuss the necessity of each item. This discussion is to authorize staff to begin the planning process for planning the capital projects including site development and engineering and architectural designs. This approval is for only the planning process of these projects. Individual projects will be brought before the BOS in accordance with County policies.

Conclusion

To begin the fiscal year 2019-20 capital projects planning phase, the BOS should approve the list of projects.

Recommendation

Staff recommends that the BOS approve the list of fiscal year 2019-20 capital projects for planning purposes including site development and engineering and architectural design services.

Suggested Motion

Information/Discussion/Action to approve the list of fiscal year 2019-20 capital projects for planning purposes including site development and engineering and architectural design services. **(James Menlove)**

Attachments

Capital Investment Projects FY19-20

CIP List of Depts. by Facility FY19-20

Presentation-FY2019-2010 Capital Facility Improvement Projects

**GILA COUNTY, ARIZONA
FISCAL YEAR 2019-20 CAPITAL INVESTMENT PROJECTS
BOS MEETING APRIL 16,2019**

Northern Gila County Bonded Projects	Investment
112 W. Cedar Lane – commercial office space acquisition	\$300,000
• Probation	
• Juvenile Restoration	
108 W. Main Street – Gila County Sheriff's Office (GCSO)	
• GCSO administration, patrol & jail remodel	\$1,100,000
• Sally Port	\$150,000
~700 S. Beeline Highway – new build 10,000 sq. ft. facility	\$2,550,000
• ~3,000 sq. ft. multipurpose meeting room	
○ Superior Court – Payson jury trials	
○ Board of Supervisors hearing room	
○ Planning & Zoning Commission meetings	
○ Other Gila County & community meetings	
• ~1,500 sq. ft. Superior Court jury trial offices	
• ~1,500 sq. ft. Elected Official officials	
○ Assessor	
○ Recorder	
○ Superintendent of Schools	
○ Treasurer	
• ~1,500 sq. ft. Board of Supervisors	
• ~2,500 sq. ft. common areas	
○ Facility security	
○ Foyer	
○ Restrooms	
○ Conference rooms	
○ Other	
• Sally Port	\$150,000
Beeline Highway & Main Street County Complex	
• Demolition, grading, draining and parking lot pavement	\$550,000
○ Demolition – 107 & 201 W. Frontier Street	
Northern Gila County Bonded Projects Subtotal	\$4,800,000
Gila County Project Development Reserve	\$240,000
Northern Gila County Bonded Projects Total	\$5,040,000

**GILA COUNTY, ARIZONA
FISCAL YEAR 2019-20 CAPITAL INVESTMENT PROJECTS
BOS MEETING APRIL 16,2019**

<u>Southern Gila County Bonded Projects</u>	<u>Investment</u>
1100 E. South Street – existing detention facility and office space	\$1,100,000
• GCSO Detention	
○ Roof	
○ HVAC	
○ Asphalt	
○ Remodel	
900 Fairgrounds Road – new construction	\$3,000,000
• Animal shelter	
1400 E. Ash – County Complex	\$300,000
• Repave existing parking lots	
1400 E. Ash – existing courthouse and office space	\$200,000
• Remodel BOS Hearing Room	
Southern Gila County Bonded Projects Subtotal	\$4,600,000
Gila County Project Development Reserve	\$230,000
Southern Gila County Bonded Projects Total	\$4,830,000

<u>Total FY20 Gila County Bonded Projects</u>	<u>Investment</u>
Bond Fees	\$30,000
Total FY20 Gila County Bonded Projects	\$9,900,000

**GILA COUNTY, ARIZONA
FISCAL YEAR 2019-20 CAPITAL INVESTMENT PROJECTS
BOS MEETING APRIL 16,2019**

Northern Gila County #1007-Capital Improvements Fund Budgeted Projects **Investment**

112 W. Cedar Lane – commercial office space remodel \$50,000

- Probation
- Juvenile Restoration

110 W. Main Street – former retail auto parts store \$200,000

- Remodel for Health & Emergency Services Department

608 E. Highway 260 – existing commercial office space \$50,000

- Community Development (P&Z) security entrance
- Minor office remodel

Northern Gila County FY20 Capital Projects Fund Budgeted Projects \$300,000

Southern Gila County #1007-Capital Improvements Fund Budgeted Projects **Investment**

157 S. Broad Street, Michaelson Building – existing office space \$100,000

- Community cooperative & business incubator center

900 Fairgrounds Road, Fairgrounds \$200,000

- Infrastructure, facilities, machinery, equipment

Southern Gila County FY20 Capital Projects Fund Budgeted Projects \$300,000

Total Gila County #1007-Capital Improvements Fund Budgeted Projects **Investment**

Total FY20 Gila County Capital Projects Operating Budget \$600,000

**GILA COUNTY, ARIZONA
FISCAL YEAR 2019-20 CAPITAL INVESTMENT PROJECTS
BOS MEETING MARCH 19,2019
LIST OF DEPARTMENTS BY FACILITY**

<u>Northern Gila County Facilities</u>	<u>Investment</u>
112 W. Cedar Lane – commercial office space acquisition & remodel <ul style="list-style-type: none"> • Probation • Juvenile Restoration 	\$350,000
110 W. Main Street – former retail auto parts store <ul style="list-style-type: none"> • Health Department • Emergency Services • Facilities Management 	\$200,000
108 W. Main Street – GCSO <ul style="list-style-type: none"> • Gila County Sheriff's Office with Sally Port 	\$1,250,000
714 S. Beeline Highway – existing courthouse <ul style="list-style-type: none"> • Superior Court – Payson • Justice Court - Payson • Clerk of the Court • County Attorney • Constable 	\$0
~700 S. Beeline Highway – new build \$10,000 sq. ft. facility <ul style="list-style-type: none"> • ~3,000 sq. ft. multipurpose meeting room <ul style="list-style-type: none"> ○ Superior Court – Payson jury trials ○ Board of Supervisors hearing room ○ Planning & Zoning Commission meetings ○ Other • ~1,500 sq. ft. Superior Court jury trial offices • ~1,500 sq. ft. Elected Official officials <ul style="list-style-type: none"> ○ Assessor ○ Recorder ○ Superintendent of Schools ○ Treasurer • ~1,500 sq. ft. Board of Supervisors • ~2,500 sq. ft. common areas <ul style="list-style-type: none"> ○ Facility security ○ Foyer ○ Restrooms ○ Conference rooms ○ Other • Sally Port 	\$2,700,000

Northern Gila County Facilities (cont'd)	Investment
Beeline Highway & Main Street County Complex	\$550,000
<ul style="list-style-type: none"> • Demolition, grading, draining and parking lot pavement <ul style="list-style-type: none"> ○ Demolition – 107 & 201 W. Frontier Street 	
610 E. Highway 260 – existing commercial office space	\$50,000
<ul style="list-style-type: none"> • Community Development (P&Z) – building permits • Floodplain Administration • Library District • UofA Cooperative Extension • Community Services • Information Technology • Administration – Finance/HR • Public Fiduciary 	
5318 E. Highway 260, Star Valley	\$0
<ul style="list-style-type: none"> • Public Works • Floodplain Administration • Elections Storage 	
3597 N. Highway 87, Pine	\$0
<ul style="list-style-type: none"> • Landfill 	
Project development reserve	\$240,000
Total Capital Investment Payson	\$5,340,000

**GILA COUNTY, ARIZONA
FISCAL YEAR 2019-20 CAPITAL INVESTMENT PROJECTS
BOS MEETING MARCH 19,2019
LIST OF DEPARTMENTS BY FACILITY**

<u>Southern Gila County Facilities</u>	<u>Investment</u>
1400 E. Ash – existing courthouse and office space	\$200,000
<ul style="list-style-type: none"> • Superior Court – Divisions I & II Globe • Justice Court - Globe • Clerk of the Court • County Attorney • Assessor • Recorder • Superintendent of Schools • Treasurer • Board of Supervisors 	
1400 E. Ash, Guerrero Building – existing office space	\$0
<ul style="list-style-type: none"> • County Attorney Child Support Enforcement 	
1400 E. Ash, Copper Building – existing office space	\$0
<ul style="list-style-type: none"> • Human Resources • Finance • Administrative Services • Library District • Probation 	
1400 E. Ash, Dispatch – existing office space	\$0
<ul style="list-style-type: none"> • GCSO Dispatch 	
1400 E. Ash – County Complex	\$300,000
<ul style="list-style-type: none"> • Repave existing parking lots 	
1177 E. Monroe – existing office space	\$0
<ul style="list-style-type: none"> • GCSO Patrol 	
1425 E. South Street – existing detention facility and office space	\$0
<ul style="list-style-type: none"> • GCSO Administration & Records Retention 	
1100 E. South Street – existing detention facility and office space	\$1,100,000
<ul style="list-style-type: none"> • GCSO Detention 	

Southern Gila County Facilities (cont'd)	Investment
5515 S. Apache Avenue – existing office space	\$0
<ul style="list-style-type: none"> • Health Department • Community Services • Public Fiduciary • Elections • Emergency Management • UofA Cooperative Extension 	
5891 Hope Lane	\$0
<ul style="list-style-type: none"> • Landfill 	
745 Rose Mofford Way – existing office space	\$0
<ul style="list-style-type: none"> • Public Works • Community Development (P&Z) • Information Technology 	
W. Besich Boulevard – existing office space	\$0
<ul style="list-style-type: none"> • Facilities Management 	
W. Besich Boulevard – existing office space	\$0
<ul style="list-style-type: none"> • Public Works – Auto Shop 	
900 Fairgrounds Road - fairgrounds	\$200,000
<ul style="list-style-type: none"> • Fairgrounds 	
900 Fairgrounds Road – new construction	\$3,000,000
<ul style="list-style-type: none"> • Animal shelter 	
157 S. Broad Street, Michaelson Building – existing office space	\$100,000
<ul style="list-style-type: none"> • Community cooperative & business incubator center 	
Project development reserve	\$230,000
Total Capital Investment Globe	\$5,130,000
Bond fees	\$30,000
Total County-wide Capital Investment	\$10,500,000
FY2019-20 #1007 Capital Investment Fund budget appropriation	\$600,000
Total FY2019-20 Gila County bonded projects	\$9,900,000

Gila County, AZ

Proposed
Capital Facility Projects

FISCAL YEAR 2019-2020



Bonded Projects

Northern Gila County



Northern Gila County Bonded Projects

112 W. Cedar Lane – commercial office space acquisition	\$300,000
Probation	
Juvenile Restoration	
108 W. Main Street – Gila County Sheriff's Office (GCSO)	
GCSO administration, patrol & jail remodel	\$1,100,000
Sally Port	\$150,000
700 S. Beeline Highway – new build 10,000 sq. ft. facility	\$2,550,000
~3,000 sq. ft. multipurpose meeting room	
Superior Court – Payson jury trials	
Board of Supervisors hearing room	
Planning & Zoning Commission meetings	
Other Gila County & community meetings	
~1,500 sq. ft. Superior Court jury trial offices	
~1,500 sq. ft. Elected Official offices	
Assessor	
Recorder	
Superintendent of Schools	
Treasurer	
~1,500 sq. ft. Board of Supervisors	
~2,500 sq. ft. common areas	
Facility security	
Foyer	
Restrooms	
Conference rooms	
Other	
Sally Port	\$150,000
Beeline Highway & Main Street County Complex	
Demolition, grading, draining and parking lot pavement	\$550,000
Demolition – 107 & 201 W. Frontier Street	
Northern Gila County Bonded Projects Subtotal	\$4,800,000
Gila County Project Development Reserve	\$240,000
Northern Gila County Bonded Projects Total	\$5,040,000

Probation– 112 W Cedar Lane, Payson



commercial office space
acquisition

\$300,000

Probation
Juvenile Restoration

Sheriff's Office – 108 W Main Street, Payson



Sheriff's Office (GCSO)

GCSO administration, patrol & jail
remodel

\$1,100,000

Sally Port

\$150,000

700 S Beeline Highway, Payson



new build 10,000 sq. ft. facility

\$2,550,000

~3,000 sq. ft. multipurpose meeting room

Superior Court – Payson jury trials

Board of Supervisors hearing room

Planning & Zoning Commission meetings

Other Gila County & community meetings

~1,500 sq. ft. Superior Court jury trial offices

~1,500 sq. ft. Elected Official offices

Assessor

Recorder

Superintendent of Schools

Treasurer

~1,500 sq. ft. Board of Supervisors

~2,500 sq. ft. common areas

Facility security

Foyer

Restrooms

Conference rooms

Other

Sally Port

\$150,000

Beeline Hwy. & Main St. County Complex - Payson



Demolition, grading, draining and
parking lot pavement

\$550,000

Demolition – 107 & 201 W.
Frontier Street

Bonded Projects

Southern Gila County



Southern Gila County Bonded Projects

1100 E. South Street – existing detention facility and office space GCSO Detention Roof HVAC Asphalt Remodel	\$1,100,000
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900 Fairgrounds Road – new construction Animal shelter	\$3,000,000
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1400 E. Ash – County Complex Repave existing parking lots	\$300,000
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1400 E. Ash – existing courthouse and office space Remodel BOS Hearing Room	\$200,000
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Southern Gila County Bonded Projects Subtotal	\$4,600,000
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Gila County Project Development Reserve	\$230,000
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Southern Gila County Bonded Projects Total	\$4,830,000
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Sheriff's Office Jail– 1100 E South Street, Globe



Existing detention facility & office space

\$1,100,000

GCSO Detention

Roof

HVAC

Asphalt

Remodel

Fairgrounds– 900 Fairgrounds Road, Globe

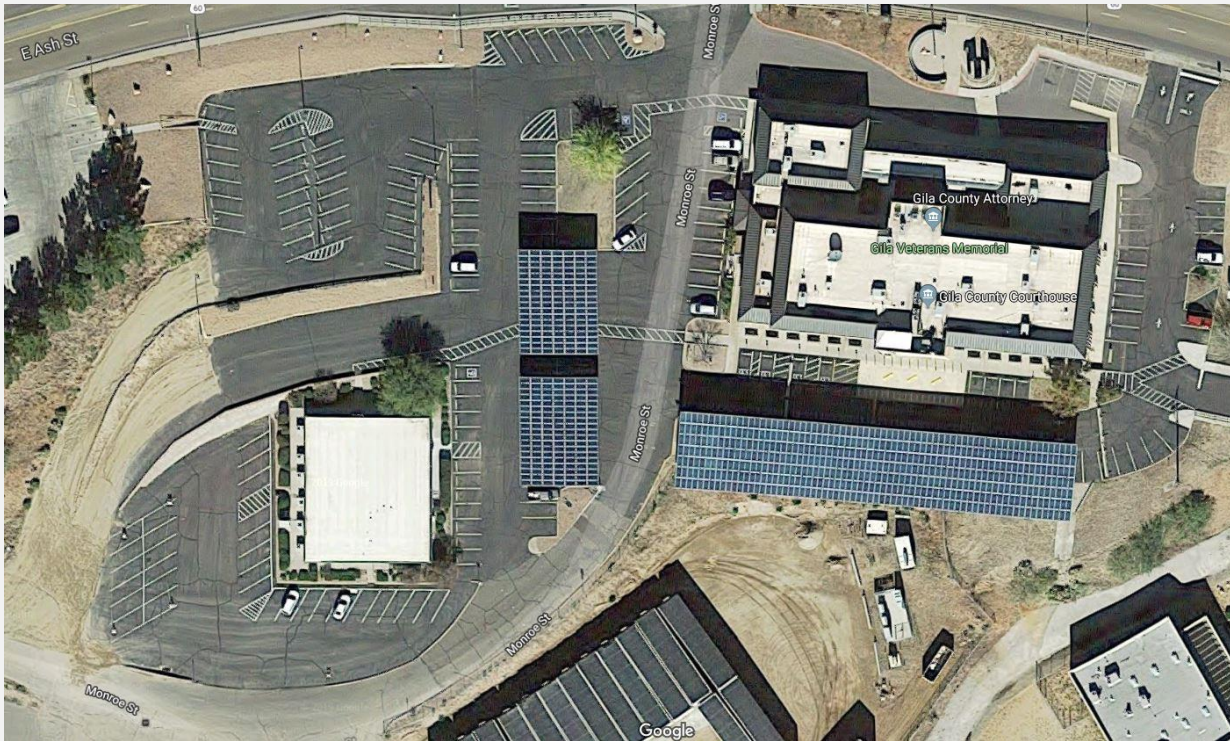


new construction

\$3,000,000

Animal shelter

County Complex – 1400 E Ash Street, Globe



County Complex

\$300,000

Repave existing parking lots

Courthouse – 1400 E Ash Street, Globe



Existing courthouse & office space

\$200,000

Remodel BOS Hearing Room

Total FY20 Gila County Bonded Projects

Northern Gila County Bonded Projects	\$5,040,000
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Southern Gila County Bonded Projects	\$4,830,000
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Bond Fees	\$30,000
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Total FY20 Gila County Bonded Projects	\$9,900,000
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#1007-Capital Improvements Fund Budgeted Projects

Northern Gila County



Northern Gila County

#1007-Capital Improvement Fund Budgeted Projects

112 W. Cedar Lane – commercial office space remodel	\$50,000
Probation	
Juvenile Restoration	
110 W. Main Street – former retail auto parts store	\$200,000
Remodel for Health & Emergency Services Department	
608 E. Highway 260 – existing commercial office space	\$50,000
Community Development (P&Z) security entrance	
Minor office remodel	
<hr/>	
Northern Gila County FY20 Capital Projects Fund Budgeted Projects	\$300,000

112 W Cedar Lane, Payson



commercial office space remodel

\$50,000

Probation

Juvenile Restoration

110 W Main Street, Payson



former retail auto parts store

\$200,000

Remodel for Health & Emergency
Services Dept.

608 E Highway 260, Payson



Existing commercial office space

\$50,000

Community Development (P&Z)

security entrance

Minor office remodel

#1007-Capital Improvements Fund Budgeted Projects

Southern Gila County



Southern Gila County

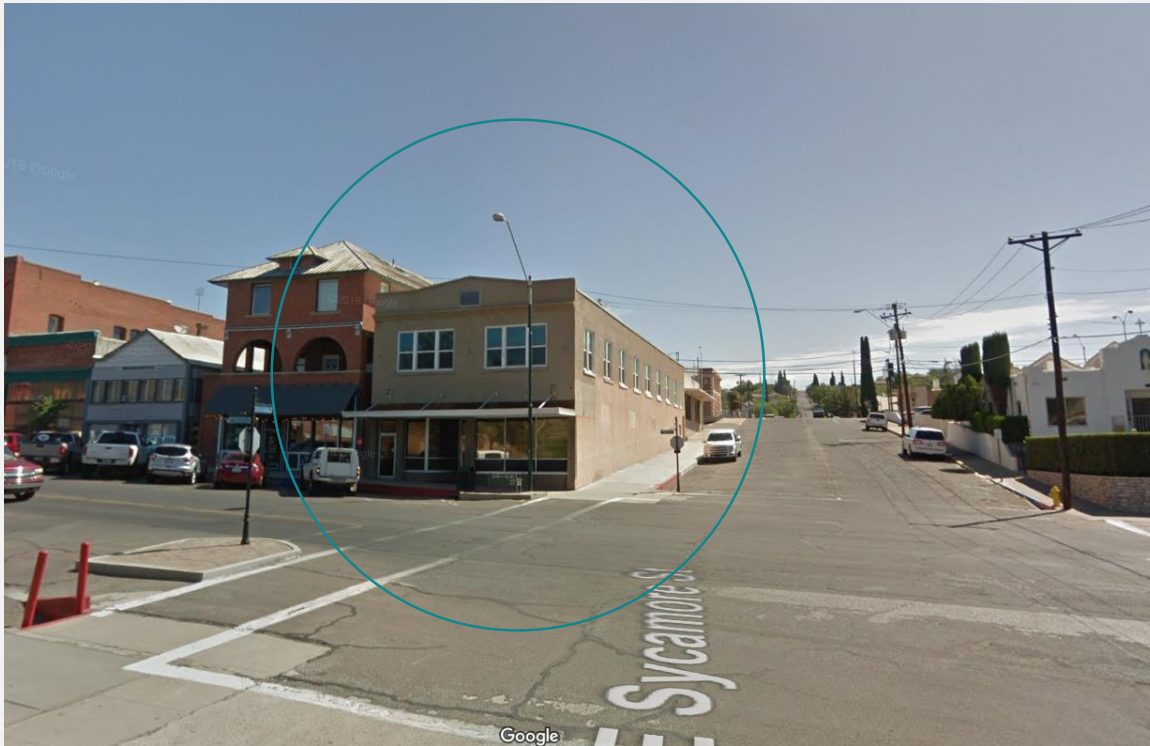
#1007-Capital Improvement Fund Budgeted Projects

157 S. Broad Street, Michaelson Building – existing office space Community cooperative & business incubator center	\$100,000
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900 Fairgrounds Road, Fairgrounds Infrastructure, facilities, machinery, equipment	\$200,000
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Southern Gila County FY20 Capital Projects Fund Budgeted Projects	\$300,000
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157 S Broad Street, Globe



Michaelson Building – existing
office space

\$100,000

Community cooperative &
business incubator center

900 Fairgrounds Road, Globe



Infrastructure, facilities,
machinery, equipment

+\$200,000

Total Gila County FY20 #1007-Capital Improvements Fund Budgeted Projects

Northern FY20 Capital Projects Fund Budgeted Projects	\$300,000
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Southern FY20 Capital Projects Fund Budgeted Projects	\$300,000
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Total FY20 Gila County Capital Projects Operating Budget	\$600,000
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ARF-5404

Regular Agenda Item 4. K.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: James Menlove, County Manager

Submitted By: Sherry Grice, Management Associate

Department: County Manager

Information

Request/Subject

Intergovernmental Agreement regarding the Coalition of Arizona/New Mexico Counties for Stable Economic Growth.

Background Information

The Coalition of Arizona/New Mexico Counties for Stable Economic Growth (Coalition), a non-profit corporation, is made up of five counties in Arizona: Apache, Cochise, Gila, Graham, and Greenlee; ten counties in New Mexico: Catron, Chaves, Eddy, Harding, Hidalgo, Lincoln, McKinley, Sierra, Rio Arriba, and Roosevelt; and has representation from the timber, livestock, mining, small business, farming, sportsman, trapping and outfitter industries. Representation currently exceeds 425,167 in population. The objectives of the Coalition are: (1) to address erosion of private property ownership and rights; and (2) to reduce the loss of multiple use lands to single use management. Through these objectives, the members of the Coalition can protect their citizens and their economic base. The Coalition has given countless training sessions on land use planning, the NEPA, ESA, Forest and BLM land use planning. In addition, the Coalition provides regular assistance to member counties, when requested, for ordinance drafting, land planning, federal and state agency actions and lobbying efforts.

Gila County joined the Coalition in 1994 and began paying membership dues each year up through 2019. From 1994 through 2016, Gila County was a voting member on the Coalition. In 2016, Gila County stopped being a voting member because the Intergovernmental Agreement was not signed by Gila County.

On July 1, 2016, four counties in Arizona and eight counties in New Mexico entered into an Intergovernmental Agreement entitled "Intergovernmental Agreement Regarding the Exercise of Joint Powers for the Operation of the Coalition of Arizona/New Mexico Counties for Stable

Economic Growth" (IGA) in order to coordinate mutual efforts to preserve and protect the viability of local economies and to take legal or other steps necessary to protect local economies in rural counties of Arizona and New Mexico. At that time, Gila County, Sierra County and Rio Arriba County did not execute the IGA; however, Sierra County and Rio Arriba County are in the process of getting the IGA signed. The term of the IGA began on April 1, 2016, and expires on December 31, 2025.

Each year, members of the Board of Supervisors are provided the opportunity to serve on other boards, committees and organizations by virtue of their membership on the Board of Supervisors. They are elected/appointed by their peers to represent the interests of Gila County, including representation on the Coalition.

Evaluation

For many years and on an annual basis, the Board of Supervisors has appointed a member of its Board to be represented on the Coalition. Of current members of the Board of Supervisors, Supervisor Martin represented Gila County on the Coalition for many years and Supervisor Cline has represented the County in 2018 and at present for 2019. The IGA was not executed by Gila County in 2016; therefore, the County has not been allowed to be a voting member of the Coalition. It is important for the Board to be a voting member of the Coalition. The County pays membership dues to the Coalition each year.

Conclusion

The Board needs to decide whether or not to execute the IGA which went into effect April 1, 2016, and expires on December 31, 2025, in order to once again become a voting member of the Coalition.

Recommendation

Staff recommends the Board's approval of the IGA.

Suggested Motion

Information/Discussion/Action to approve the Intergovernmental Agreement Regarding the Exercise of Power for the Operation of Arizona and New Mexico Counties (Coalition) for Stable Economic Growth that expires December 31, 2025, to once again become a voting member of the Coalition. **(James Menlove)**

Attachments

IGA with the AZ/NM Coalition

Signed Signature Pages of IGA with the AZ/NM Coalition

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

This Intergovernmental Agreement ("IGA" or "Agreement") is hereby entered into this 1st day of July, 2016, between the undersigned Arizona and New Mexico counties (hereafter referred to collectively as the "Parties" or "Member Counties"), each of them having approved and executed this Agreement as set forth below.

RECITALS

A. **WHEREAS**, the undersigned Arizona and New Mexico member counties are public agencies authorized by A.R.S. §§ 11-951 and 11-952(A), and Sections 11-1-2 and 11-1-3, NMSA, to enter into contracts or agreements with one another or the counties of another state to jointly exercise any powers common to one another, and are further authorized to enter into agreements with one another for joint or cooperative action; and

B. **WHEREAS**, the undersigned Arizona counties are also authorized by A.R.S. §§ 11-951 and 11-952(A) to jointly, or with counties outside the state, to form a separate legal entity, including a nonprofit corporation, to jointly exercise those powers held by the contracting parties, and

C. **WHEREAS**, the undersigned New Mexico counties similarly possess legal authority under Section 11-1-1 et seq. and *State ex rel. Educ. Assessments Sys. v. Coop. Educ. Servs. of N.M., Inc.*, 115 N.M. 196 (App. 1993) to jointly, or with counties outside the state, to form a separate legal entity, including a nonprofit corporation, to jointly exercise those powers held by the contracting parties; and

D. **WHEREAS**, all of the parties hereto have a common interest in enhancing stable economic growth in the rural counties of Arizona and New Mexico, and desire to enter into an agreement in order to coordinate mutual efforts to preserve and protect the viability of local economies and to take legal or other steps necessary to protect local economies; and

E. **WHEREAS**, the joint operation of a non-profit corporation, known as the COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH (hereafter referred to as the "Coalition"), can serve as a mechanism to take legal actions where the counties hereto collectively, or any one of them would have standing to do so alone; and

F. **WHEREAS**, the member counties seek to combine forces to provide for greater efficiencies and economies of scale which will enable them to take actions collectively that might be impossible for them to do individually; and

G. **WHEREAS**, the member counties seek by this Agreement to revoke and replace that certain Joint Powers Agreement entered into by some or all of the member counties in

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

approximately 1994 or 1995 which was intended to cover the same subject matter as this Agreement, and replace it with this Intergovernmental Agreement; and

H. **WHEREAS**, the Coalition is registered with the Internal Revenue Service as a 501(c)(4) not-for-profit corporation and incorporated in the State of New Mexico.

NOW THEREFORE the Parties, pursuant to the above, do mutually agree as follows:

1. Purpose & Scope. The member counties enter this agreement in order to provide for mutual and common efforts in reviewing state and federal regulatory actions potentially impacting land and wildlife resource management, as well as the potential preparation, funding and direction of litigation and related activities pertaining to land use and resource management actions by federal agencies that affect the parties and the economies of the member counties.

2. Establishment of Coalition. The following member Counties do hereby agree to maintain and operate the "COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH," which they have created and established as a non-profit corporation under the laws of the State of New Mexico and which has obtained non-profit status under Section 501(c)(4) of the Internal Revenue Code. All business conducted by the member counties pursuant to this Agreement shall be conducted in the official name of the aforementioned non-profit corporation, including any litigation pursued by the member counties pursuant to this Agreement.

3. Initial Member Counties. The following Counties shall be initial members of the Coalition as of the effective date of this Agreement upon approval of this IGA by their respective County Commission or Board of Supervisors, and the approval of the Secretary of the New Mexico Department of Finance and Administration:

- a. Catron County, New Mexico;
- b. Chaves County, New Mexico;
- c. Eddy County, New Mexico;
- d. Harding County, New Mexico;
- e. Hidalgo County, New Mexico;
- f. Lincoln County, New Mexico;
- g. McKinley County, New Mexico;
- h. Sierra County, New Mexico;
- i. Roosevelt County, New Mexico;
- j. Rio Arriba County, New Mexico;
- k. Apache County, Arizona;
- l. Cochise County, Arizona;
- m. Gila County, Arizona;
- n. Graham County, Arizona;

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

o. Navajo County, Arizona.

In the event this Agreement is not ratified by all of the above counties, this Agreement shall become effective as between such counties as do ratify the Agreement.

4. Addition of Members. Additional member counties may become members of the Coalition upon a majority vote of the Governing Board of the Coalition and the approval of the County Commission or Board of Supervisors. In the event an additional member joins the Coalition, that new Member shall execute a copy of this Agreement in full.

5. Corporate Governance. The Board of Supervisors or County Commission of each Member County shall appoint one representative to serve on the Board of Directors of the Coalition. Each duly appointed representative shall be either a.) an elected official of the County he or she is representing, or b.) shall be a designee of the County that he or she is representing. In governing the affairs of the Coalition, each Member County shall have one vote through its authorized representative on the Board of Directors. All matters placed in front of the Board of Directors of the Coalition shall be decided by a majority of a quorum.

a.) *Proxy Voting:* The corporate bylaws of the Coalition may allow for proxy voting, provided however, that all proxies are subject to the same requirements as noted above for the regular representatives of the Counties who sit on the Board of Directors.

b.) *Articles of Incorporation/Bylaws:* The Board of Directors of the Coalition shall be responsible for adopting, establishing, and from time to time amending as necessary, Articles of Incorporation and corporate bylaws of the Coalition. The Articles of Incorporation shall be consistent with this Intergovernmental Agreement and the laws of New Mexico, and the Bylaws shall be consistent with this Intergovernmental Agreement and the laws of Arizona and New Mexico. The Board of Directors of the Coalition shall file all required annual reports, maintain a statutory agent for service, and ensure that it otherwise conducts its affairs in accordance with the laws of the State of New Mexico and federal law.

c.) *Management of Corporate Affairs:* The Board of Directors of the Coalition shall by a majority vote of a quorum determine all matters relating to management, coordination, expenditure, purposes, administration and disbursement of all funds available and shall specify all contract terms of any contracts entered into by the Corporation.

d.) *Contracting for Services of Executive Director:* The Board of Directors of the Coalition shall also be responsible for contracting for the services of an Executive Director who shall be responsible for coordinating the activities of the Coalition, scheduling regular meetings, and otherwise carrying out the directions of the Board.

6. Advisory Members of Board of Directors. To effectuate input from citizens and groups

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who have an interest in providing the Member Counties information or guidance on matters of concern to the Coalition, the bylaws of the Coalition shall allow for participation by non-voting advisory members of the Board of Directors. Advisory members that may be included on the Board of Directors would include, but are not necessarily limited to, representatives from the mining industry, the timber industry, the livestock industry, the sportsman industry, the outfitters industry, as well as a representative representing small business. Advisory members of the Board are not authorized to serve as Officers of the Board of Directors with the exception of the Secretary/Treasurer.

7. Annual Dues/Funding of Corporate Functions. All Member Counties shall pay corporate dues to the Coalition in the amount of \$2,600.00 commencing in 2016. The amount of annual dues may be modified from time to time by the Board of Directors of the Coalition upon a 2/3 majority vote at a duly noticed public meeting, with the new amount to take effect at the beginning of the calendar year following the vote. The Coalition shall invoice each member county for annual dues each year for dues that will be payable on the month of the anniversary of the Member County's joining.

The Coalition may additionally accept annual dues or contributions for special litigation projects from other entities, individuals, or sources as it may deem appropriate. All funds received by the Coalition shall be utilized in a manner consistent with the purposes of the Coalition set forth herein and consistent with applicable law.

The Coalition Governing Board shall develop and approve an annual budget to fund the Coalition's regular and routine activities on an annual basis each calendar year. In the event the Coalition Governing Board seeks to pursue special litigation regarding matters that the regular annual budget of the Coalition cannot support, the Governing Board may approve such litigation contingent upon the member counties Boards of Supervisors and/or County Commissions electing to participate in the litigation voting to contribute additional funds above and beyond their regular dues sufficient to support the litigation. In the event the Coalition Governing Board requests additional funding from the Counties above and beyond regular dues for special litigation projects, such request shall be accompanied by a litigation plan specifically setting forth:

- a.) The purpose of the litigation;
- b.) The potential benefit to the member counties from if they pursue the litigation;
- c.) The anticipated budget for the litigation;
- d.) The name of the attorney who will be responsible for the litigation;
- e.) An assessment of the chances for success if the litigation is pursued.
- f.) No litigation shall be initiated by the Coalition Governing Board without a sufficient commitment for funding from the member organizations electing to pursue the litigation.

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The Coalition Governing Board shall not give final approval or commit the Coalition to litigation without sufficient financial commitments from the Member Counties and organizations electing to pursue the litigation sufficient to support the litigation. The parties hereto agree that should the Coalition initiate litigation that results in a Judgment for costs or attorney's fees, only the Member Counties and organizations electing to pursue the litigation shall equally contribute to funding the Coalition in an amount sufficient to cover the Judgment.

8. Procurement and Financial Reporting. As a quasi-governmental entity that is responsible for the spending of public monies, the Coalition Governing Board shall comply with the requirements of New Mexico law governing procurement that would be applicable to the member New Mexico counties. All contracts entered into by the Coalition shall contain a clause requiring strict accountability by contractors for receipt and disbursement of all funds.

No later than January 31st of each year the Coalition Governing Board shall provide the Clerk of the Board of each County Commission or Board of Supervisors a comprehensive financial statement for the preceding calendar year (January 1 through December 31st), as well as a report regarding the Coalition's activities during the previous year, including the status, cost and outcome of litigation. The Coalition Governing Board shall also cause a financial review of its books to be conducted at least bi-annually by a certified public accountant. The most recent such financial review shall be shared with the Member Counties as part of the comprehensive financial statement.

Notwithstanding other provisions in this Agreement, pursuant to A.R.S. §§ 35-214 and 35-215, and the New Mexico Public Records Act (NMSA 1.15.3-1.15.4), the books, accounts and financial records of the Coalition shall be available for inspection by any member county or state agencies with the authority to audit for a period of five years.

9. Insurance. The Coalition, as a separate legal entity from any of the Member Counties, shall obtain general liability insurance to protect itself and the member counties from legal liability connected to the activities of the Coalition. The Executive Director of the Coalition shall provide proof of said insurance, which shall name each Member County as a co-insured on the insurance policy. Proof of said insurance shall be included annually as an addendum to the financial report provided to each Member County.

10. Record Retention and Access. The Coalition Governing Board and Executive Director thereof shall be responsible for maintaining all records of the Coalition in compliance with the laws of the both the States of New Mexico or Arizona that is applicable to counties. In the event of a conflict of the law between the two states regarding how long a particular record shall be maintained, the records shall be held by the Coalition for the longer period of time required by the laws of the two states.

The parties hereto recognize that records of the Coalition are generally subject to the New

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

Mexico Inspection of Public Records Act (NMSA 1978, 14-2-1 et. Seq.) and Arizona's public records law, A.R.S. § 39-121 et seq. The Coalition's Executive Director shall serve as records custodian for purposes of such public records laws. The Coalition's Executive Director shall be responsible for responding to all public records requests made under the laws of either the State of Arizona or New Mexico. Any public records requests for corporate records of the Coalition records received by the member counties shall be promptly forwarded to the Coalition's Executive Director for response. All parties hereto recognize that action of the Coalition may involve pending litigation and attorney-client matters and that all meetings and records involving privileged attorney-client communications are protected from public disclosure by the laws of the States of New Mexico and Arizona. All parties will endeavor to protect all privileged communications, information, documents and records involving the functions of the Coalition. It is also recognized by the parties that such privileged communications, information, documents and records may be protected as attorney's work product for litigation purposes.

11. Open Meeting Law. All proceedings pursuant to or in furtherance of the Agreement are subject to and shall be conducted in accordance with the Arizona Open Meeting Law (A.R.S. § 38-431 et. seq.) and the New Mexico Open Meetings Act (NMSA 1978, section 10-15-1 et. seq.). In the event of a conflict between the open meeting laws of the two states, the open meeting laws of the State of New Mexico shall govern. Agendas/Minutes/Recordings of meeting shall be made publicly accessible on the Coalitions website. Each individual party to this Agreement shall be responsible for posting of Coalition agendas/minutes/recordings as may be required by the laws of their particular State, and the Coalition shall make copies of such records available to the Member Counties for such purposes.

Each member of the Board of Directors of the Coalition and the Executive Director thereof shall attend at least one Open Meeting law training regarding the New Mexico Open Meetings Act on a bi-annual basis. Such training may be provided by a legal representative of one of the New Mexico Member Counties or the Coalition Governing Board may make such other arrangements as may be appropriate to meet this requirement. The Coalition shall fund the training for the Executive Director.

12. Effective Date and Term. This IGA shall be deemed to be effective as of April 1, 2016 and shall continue for a period of ten years until December 31, 2025 unless, prior to the expiration of this period, this Agreement is extended or terminated as provided herein. In the event the IGA is not approved by all the contemplated parties by January 1, 2016, it shall become effective as between all signatory counties on that date.

13. Renewal. This IGA shall renew automatically upon the natural expiration of the Agreement for a term of five additional years unless the Agreement is terminated by the parties.

14. Termination. By majority vote of the Board of Directors of the Coalition at a properly noticed public meeting, or in the event the majority of the member Boards of Supervisors and

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Boards of County Commissioners vote to do so, this Agreement may be terminated. In the event of termination, the Board of Directors and the Coalition shall continue to exist for the limited purposes of winding up outstanding corporate business and divesting the Coalition of all remaining corporate assets. Upon the termination of the Coalition and after all obligations of the corporation have been satisfied, any remaining proceeds and property of the Coalition shall be divided equally amongst all remaining member Counties. Any individual member may terminate its participation in this Agreement by thirty day advance written notice. Any decision to terminate, by a member county shall not relieve that County of any obligation to the Coalition incurred prior to such termination. In the event of termination by one Member County, the Coalition shall continue to exist as between the remaining member Counties.

Member Counties may also be terminated from the Coalition by a 2/3 vote of the Governing Board for non-payment of dues in the event dues are not received within six months of the date they are due.

15. Legal Counsel for Coalition. In addition to hiring legal counsel from time to time in order pursue litigation in the name of the Coalition, when the Coalition Governing Board and/or Executive Director deem it necessary and advisable, the Coalition may retain legal counsel to obtain advice regarding the conduct of the Coalition's regular business.

16. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of the parties when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this IGA. Subject to the above limitation, each party shall only be liable for its own acts or omissions. The privileges and immunities of the Member Counties are only waived to the extent afforded by the New Mexico Tort Claims Act (NMSA 1978, § 41-4-1 et seq.) and A.R.S. §§ 12-820 through 12-826 et seq.

17. Termination for Conflict of Interest/Governmental Misconduct. As to the Arizona parties, notice is hereby given that this contract is subject to cancellation for conflict of interest according to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference. As to the New Mexico parties, the Agreement may be terminated for any acts or omissions by any of the parties or its representatives, agents, or employees that would violate the statutory prohibitions against conflicts of interest and ethical requirements of the New Mexico Governmental Conduct Act (NMSA 1978, Section 10-16-1 et seq., which is incorporated herein by reference.

18. Nonassignability. No party may assign a duty or responsibility under this IGA without the prior written consent of the other party.

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

19. Compliance with Laws/Applicable Law. The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of New Mexico and Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder, unless in the event of a conflict of laws between the State of Arizona and New Mexico, in which case the laws of New Mexico shall govern. Any action relating to this IGA shall be brought in the Courts of the State of New Mexico.

20. Rights/Obligations of Parties Only. The terms of the IGA are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization. Nothing expressed herein shall affect the legal liabilities of any of the parties to this IGA by imposing any standard of care different from the standard of care imposed by law.

21. Entire IGA. This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made in writing and signed by the parties to this IGA.

22. Severability. The parties agree that should any part of this IGA be held invalid or void, the remainder of the IGA shall remain in full force and effect with those offending portions omitted.

23. Non-Appropriation. Every payment obligation of the under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature, board of supervisors, or county commission resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the parties at the end of the period for which funds are available. No liability shall accrue to the parties in the event this provision is exercised, and no subdivision or agency of the State of Arizona or New Mexico shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

24. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the Signatory Counties' employees. No Signatory County shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

25. Indemnification. Each party (as "Indemnitor"), except as limited by N.M. Const. art. IX, §§ 8, 11-13, agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

26. Notice. Any notice required or permitted to be given under this IGA shall, unless indicated otherwise in this IGA, be in writing and shall be served by delivery or by certified mail upon the other parties at the addresses listed on the signature page (or at such other address as may be identified by a party in writing to the other Signatory Counties).

27. E-Verify. Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a. The parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the offending party may be subject to penalties up to and including termination of the Agreement.

c. Each party retains the legal right to inspect the papers of any employee who works pursuant to this agreement to ensure that the party or its subcontractor is complying with the warranty under this paragraph.

28. Execution of Agreement/Counterparts. This Agreement may be executed in counterpart, each Signatory County to complete a "County Signature Page". The executed counterparts together with this document shall be considered as one document.

The Executive Director of the Coalition shall be responsible for maintaining a copy of this Agreement and all signed counterparts on file as part of the records of the Coalition.

29. Authorization. Pursuant to A.R.S. § 11-952(A), each party to this Agreement warrants to the other parties that the appropriate governing body of the party has authorized this Agreement.

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**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
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County Signature Page

CATRON COUNTY

In Witness Whereof, Catron County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.



Chair, Catron County Board of County Commissioners

Date: 9/9/16

ATTEST: 

County Clerk

Date: 9/9/16

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.



Legal Counsel for Catron County

Date: September 15, 2016

NOTICE ADDRESS FOR CATRON COUNTY

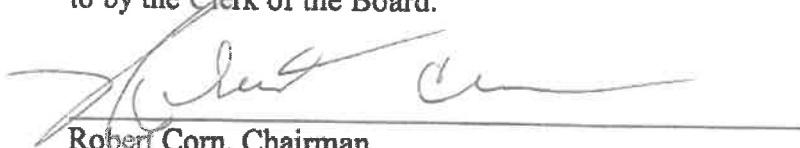
Catron County
Attn: Board of County Commissioners
P.O. Box 507
Reserve, New Mexico, 87830

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
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County Signature Page

CHAVES COUNTY

In Witness Whereof, Chaves County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.


Robert Corn, Chairman
Chaves County Board of County Commissioners

Date: 06-10-16

ATTEST:

County Clerk

by:  Chief Deputy

Date: 6-10-16

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.


Stanton L. Riggs, Legal Counsel for Chaves County

Date: 6-10-16

NOTICE ADDRESS FOR CHAVES COUNTY

Chaves County
Attn: Board of County Commissioners
P.O. Box 1817
Roswell, New Mexico, 88201

**STATE OF NEW MEXICO
COUNTY OF EDDY**

**AGREEMENT A-17-11
INTERGOVERNMENTAL AGREEMENT FOR
JOINT OPERATION OF COALITION OF ARIZONA/
NEW MEXICO COUNTIES FOR STABLE
ECONOMIC GROWTH**

County Signature Page

EDDY COUNTY

In Witness Whereof, Eddy County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Commissioners, upon resolution of the Board and attested to by the County Clerk.

Stella Davis
Stella Davis, Commission Chairwoman

Date: February 21, 2017

ATTEST:
Quinn Watts
County Clerk

Date: 2-21-2017

Intergovernmental Agreement Determination

The attorney for Eddy County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Cas Taber
Cas Taber, Legal Counsel for Eddy County

Date: 2-21-2017

NOTICE ADDRESS FOR EDDY COUNTY

Eddy County
Attn: Board of County Commissioners
101 W. Greene Street
Carlsbad, New Mexico, 88220

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County Signature Page

HARDING COUNTY

In Witness Whereof, Harding County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.


Chair, Harding County Board of County Commissioners

Date: 6/2/16

ATTEST:


County Clerk

Date: 6/2/16

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.


Legal Counsel for Harding County

Date: 7.13.16

NOTICE ADDRESS FOR HARDING COUNTY

Harding County
Attn: Board of County Commissioners
P.O. Box 1002
Mosquero, New Mexico, 87733

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
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County Signature Page

HIDALGO COUNTY

In Witness Whereof, Hidalgo County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Marianne Stewart
Chair, Hidalgo County Board of County Commissioners

Date: 7/25/16

ATTEST:

Deppa Q. Esquivel
County Clerk

Date: 8/2/16

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Dominic L. Ntary
Legal Counsel for Hidalgo County

Date: 27 July 2016

NOTICE ADDRESS FOR HIDALGO COUNTY

Hidalgo County
Attn: Board of County Commissioners
300 S. Shakespeare
 Lordsburg, New Mexico, 88045

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
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County Signature Page

LINCOLN COUNTY

In Witness Whereof, Lincoln County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of County Commissioners, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Lincoln County Board of County Commissioners

Date: 10-18-2016

ATTEST:

County Clerk

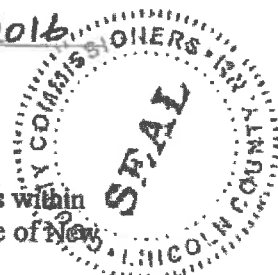
Date: 10-18-2016

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for Lincoln County

Date: 10-19-16



NOTICE ADDRESS FOR LINCOLN COUNTY


Lincoln County
Attn: Board of County Commissioners
P.O. Box 711
Carrizozo, NM 88301

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
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County Signature Page

MCKINLEY COUNTY

In Witness Whereof, McKinley County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.


Chair, McKinley County Board of County Commissioners

Date:

6-7-16

ATTEST:



County Clerk

Date:

6-7-16

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.


Legal Counsel for McKinley County

Date:

6-8-16

NOTICE ADDRESS FOR MCKINLEY COUNTY

McKinley County
Attn: Board of County Commissioners
207 W. Hill St.
Gallup, New Mexico, 87301

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
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County Signature Page

SIERRA COUNTY

In Witness Whereof, Sierra County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Sierra County Board of County Commissioners

Date: _____

ATTEST:

County Clerk

Date: _____

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for Sierra County

Date: _____

NOTICE ADDRESS FOR SIERRA COUNTY

Sierra County
Attn: Board of County Commissioners
855 Van Patten
Truth or Consequences, New Mexico, 87109

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
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County Signature Page

RIO ARRIBA COUNTY

In Witness Whereof, Rio Arriba County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Rio Arriba County Board of County Commissioners

Date: _____

ATTEST:

County Clerk

Date: _____

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for Rio Arriba County

Date: _____

NOTICE ADDRESS FOR RIO ARRIBA COUNTY

Rio Arriba County
Attn: Board of County Commissioners
P.O. Box 1256
Española, New Mexico, 87532

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
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County Signature Page


ROOSEVELT COUNTY

In Witness Whereof, Roosevelt County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.


Chair, Roosevelt County Board of County Commissioners

Date: 6-9-16

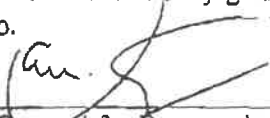
ATTEST:


County Clerk

Date: 6-9-16

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.


Legal Counsel for Roosevelt County

Date: 6/16/16

NOTICE ADDRESS FOR ROOSEVELT COUNTY


Roosevelt County
Attn: Board of County Commissioners
109 W. 1st St.
Portales, New Mexico, 88130

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
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County Signature Page

APACHE COUNTY


In Witness Whereof, Apache County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.



Alton Joe Shepherd
Chairman of the Board

Date: May 1, 2018

ATTEST:

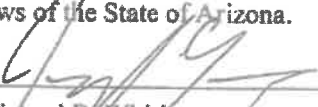


Ryan N. Patterson
Clerk of the Board

Date: May 1, 2018

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.



Michael B. Whiting
Apache County Attorney

Date: 5/7/2018

NOTICE ADDRESS FOR APACHE COUNTY

Apache County
Attn: Board of Supervisors
P.O. Box 428
St. John's, AZ 85936

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

COCHISE COUNTY

In Witness Whereof, Cochise County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.



Chair, Cochise County Board of Supervisors

Date: 5/24/16

ATTEST:




Clerk of the Cochise Board of Supervisors

Date: 5/24/16

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.



Cochise County Attorney or Deputy County Attorney

Date: 5/24/16

NOTICE ADDRESS FOR COCHISE COUNTY

Cochise County
Attn: Board of Supervisors
P.O. Box 225
Bisbee, AZ 85603

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

GILA COUNTY

In Witness Whereof, Gila County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Gila County Board of Supervisors

Date: _____

ATTEST:

Clerk of the Gila County Board of Supervisors

Date: _____

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.

Gila County Attorney or Deputy County Attorney

Date: _____

NOTICE ADDRESS FOR GILA COUNTY

Gila County
Attn: Board of Supervisors
1400 East Ash Street
Globe, AZ 85501

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

GRAHAM COUNTY

In Witness Whereof, Graham County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.



Chair, Graham County Board of Supervisors

Date: 8/1/16

ATTEST:



Clerk of the Graham County Board of Supervisors

Date: 8-1-16

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.



Graham County Attorney or Deputy County Attorney

Date: 8-2-16

NOTICE ADDRESS FOR GRAHAM COUNTY

Graham County
Attn: Board of Supervisors
921 W. Thatcher Blvd.
Safford, AZ 85546

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
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ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

COUNTY SIGNATURE PAGE

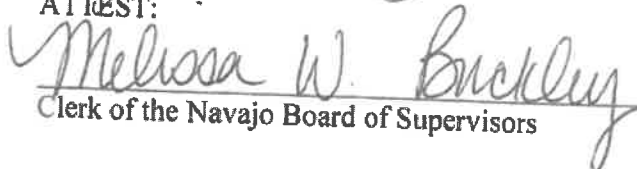
NAVAJO COUNTY

In Witness Whereof, Navajo County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.


Chair, Navajo County Board of Supervisors

Date: 8/23/16

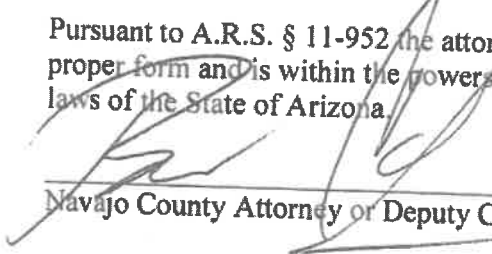
ATTEST:


Clerk of the Navajo Board of Supervisors

Date: 8/23/16

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.


Navajo County Attorney or Deputy County Attorney

Date: 8/23/16

NOTICE ADDRESS FOR NAVAJO COUNTY

Navajo County
Attn: Board of Supervisors
P.O. Box 668
Holbrook, AZ 86025

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

Approval of Department of Finance and Administration

Date:

Duffy Rodriguez

19 May 2017

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

This Intergovernmental Agreement ("IGA" or "Agreement") is hereby entered into this 1st day of July, 2016, between the undersigned Arizona and New Mexico counties (hereafter referred to collectively as the "Parties" or "Member Counties"), each of them having approved and executed this Agreement as set forth below.

RECITALS

A. **WHEREAS**, the undersigned Arizona and New Mexico member counties are public agencies authorized by A.R.S. §§ 11-951 and 11-952(A), and Sections 11-1-2 and 11-1-3, NMSA, to enter into contracts or agreements with one another or the counties of another state to jointly exercise any powers common to one another, and are further authorized to enter into agreements with one another for joint or cooperative action; and

B. **WHEREAS**, the undersigned Arizona counties are also authorized by A.R.S. §§ 11-951 and 11-952(A) to jointly, or with counties outside the state, to form a separate legal entity, including a nonprofit corporation, to jointly exercise those powers held by the contracting parties, and

C. **WHEREAS**, the undersigned New Mexico counties similarly possess legal authority under Section 11-1-1 et seq. and *State ex rel. Educ. Assessments Sys. v. Coop. Educ. Servs. of N.M., Inc.*, 115 N.M. 196 (App. 1993) to jointly, or with counties outside the state, to form a separate legal entity, including a nonprofit corporation, to jointly exercise those powers held by the contracting parties; and

D. **WHEREAS**, all of the parties hereto have a common interest in enhancing stable economic growth in the rural counties of Arizona and New Mexico, and desire to enter into an agreement in order to coordinate mutual efforts to preserve and protect the viability of local economies and to take legal or other steps necessary to protect local economies; and

E. **WHEREAS**, the joint operation of a non-profit corporation, known as the COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH (hereafter referred to as the "Coalition"), can serve as a mechanism to take legal actions where the counties hereto collectively, or any one of them would have standing to do so alone; and

F. **WHEREAS**, the member counties seek to combine forces to provide for greater efficiencies and economies of scale which will enable them to take actions collectively that might be impossible for them to do individually; and

G. **WHEREAS**, the member counties seek by this Agreement to revoke and replace that certain Joint Powers Agreement entered into by some or all of the member counties in

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

approximately 1994 or 1995 which was intended to cover the same subject matter as this Agreement, and replace it with this Intergovernmental Agreement; and

H. **WHEREAS**, the Coalition is registered with the Internal Revenue Service as a 501(c)(4) not-for-profit corporation and incorporated in the State of New Mexico.

NOW THEREFORE the Parties, pursuant to the above, do mutually agree as follows:

1. Purpose & Scope. The member counties enter this agreement in order to provide for mutual and common efforts in reviewing state and federal regulatory actions potentially impacting land and wildlife resource management, as well as the potential preparation, funding and direction of litigation and related activities pertaining to land use and resource management actions by federal agencies that affect the parties and the economies of the member counties.

2. Establishment of Coalition. The following member Counties do hereby agree to maintain and operate the "COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH," which they have created and established as a non-profit corporation under the laws of the State of New Mexico and which has obtained non-profit status under Section 501(c)(4) of the Internal Revenue Code. All business conducted by the member counties pursuant to this Agreement shall be conducted in the official name of the aforementioned non-profit corporation, including any litigation pursued by the member counties pursuant to this Agreement.

3. Initial Member Counties. The following Counties shall be initial members of the Coalition as of the effective date of this Agreement upon approval of this IGA by their respective County Commission or Board of Supervisors, and the approval of the Secretary of the New Mexico Department of Finance and Administration:

- a. Catron County, New Mexico;
- b. Chaves County, New Mexico;
- c. Eddy County, New Mexico;
- d. Harding County, New Mexico;
- e. Hidalgo County, New Mexico;
- f. Lincoln County, New Mexico;
- g. McKinley County, New Mexico;
- h. Sierra County, New Mexico;
- i. Roosevelt County, New Mexico;
- j. Rio Arriba County, New Mexico;
- k. Apache County, Arizona;
- l. Cochise County, Arizona;
- m. Gila County, Arizona;
- n. Graham County, Arizona;

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

o. Navajo County, Arizona.

In the event this Agreement is not ratified by all of the above counties, this Agreement shall become effective as between such counties as do ratify the Agreement.

4. Addition of Members. Additional member counties may become members of the Coalition upon a majority vote of the Governing Board of the Coalition and the approval of the County Commission or Board of Supervisors. In the event an additional member joins the Coalition, that new Member shall execute a copy of this Agreement in full.

5. Corporate Governance. The Board of Supervisors or County Commission of each Member County shall appoint one representative to serve on the Board of Directors of the Coalition. Each duly appointed representative shall be either a.) an elected official of the County he or she is representing, or b.) shall be a designee of the County that he or she is representing. In governing the affairs of the Coalition, each Member County shall have one vote through its authorized representative on the Board of Directors. All matters placed in front of the Board of Directors of the Coalition shall be decided by a majority of a quorum.

a.) *Proxy Voting:* The corporate bylaws of the Coalition may allow for proxy voting, provided however, that all proxies are subject to the same requirements as noted above for the regular representatives of the Counties who sit on the Board of Directors.

b.) *Articles of Incorporation/Bylaws:* The Board of Directors of the Coalition shall be responsible for adopting, establishing, and from time to time amending as necessary, Articles of Incorporation and corporate bylaws of the Coalition. The Articles of Incorporation shall be consistent with this Intergovernmental Agreement and the laws of New Mexico, and the Bylaws shall be consistent with this Intergovernmental Agreement and the laws of Arizona and New Mexico. The Board of Directors of the Coalition shall file all required annual reports, maintain a statutory agent for service, and ensure that it otherwise conducts its affairs in accordance with the laws of the State of New Mexico and federal law.

c.) *Management of Corporate Affairs:* The Board of Directors of the Coalition shall by a majority vote of a quorum determine all matters relating to management, coordination, expenditure, purposes, administration and disbursement of all funds available and shall specify all contract terms of any contracts entered into by the Corporation.

d.) *Contracting for Services of Executive Director:* The Board of Directors of the Coalition shall also be responsible for contracting for the services of an Executive Director who shall be responsible for coordinating the activities of the Coalition, scheduling regular meetings, and otherwise carrying out the directions of the Board.

6. Advisory Members of Board of Directors. To effectuate input from citizens and groups

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

who have an interest in providing the Member Counties information or guidance on matters of concern to the Coalition, the bylaws of the Coalition shall allow for participation by non-voting advisory members of the Board of Directors. Advisory members that may be included on the Board of Directors would include, but are not necessarily limited to, representatives from the mining industry, the timber industry, the livestock industry, the sportsman industry, the outfitters industry, as well as a representative representing small business. Advisory members of the Board are not authorized to serve as Officers of the Board of Directors with the exception of the Secretary/Treasurer.

7. Annual Dues/Funding of Corporate Functions. All Member Counties shall pay corporate dues to the Coalition in the amount of \$2,600.00 commencing in 2016. The amount of annual dues may be modified from time to time by the Board of Directors of the Coalition upon a 2/3 majority vote at a duly noticed public meeting, with the new amount to take effect at the beginning of the calendar year following the vote. The Coalition shall invoice each member county for annual dues each year for dues that will be payable on the month of the anniversary of the Member County's joining.

The Coalition may additionally accept annual dues or contributions for special litigation projects from other entities, individuals, or sources as it may deem appropriate. All funds received by the Coalition shall be utilized in a manner consistent with the purposes of the Coalition set forth herein and consistent with applicable law.

The Coalition Governing Board shall develop and approve an annual budget to fund the Coalition's regular and routine activities on an annual basis each calendar year. In the event the Coalition Governing Board seeks to pursue special litigation regarding matters that the regular annual budget of the Coalition cannot support, the Governing Board may approve such litigation contingent upon the member counties Boards of Supervisors and/or County Commissions electing to participate in the litigation voting to contribute additional funds above and beyond their regular dues sufficient to support the litigation. In the event the Coalition Governing Board requests additional funding from the Counties above and beyond regular dues for special litigation projects, such request shall be accompanied by a litigation plan specifically setting forth:

- a.) The purpose of the litigation;
- b.) The potential benefit to the member counties from if they pursue the litigation;
- c.) The anticipated budget for the litigation;
- d.) The name of the attorney who will be responsible for the litigation;
- e.) An assessment of the chances for success if the litigation is pursued.
- f.) No litigation shall be initiated by the Coalition Governing Board without a sufficient commitment for funding from the member organizations electing to pursue the litigation.

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

The Coalition Governing Board shall not give final approval or commit the Coalition to litigation without sufficient financial commitments from the Member Counties and organizations electing to pursue the litigation sufficient to support the litigation. The parties hereto agree that should the Coalition initiate litigation that results in a Judgment for costs or attorney's fees, only the Member Counties and organizations electing to pursue the litigation shall equally contribute to funding the Coalition in an amount sufficient to cover the Judgment.

8. Procurement and Financial Reporting. As a quasi-governmental entity that is responsible for the spending of public monies, the Coalition Governing Board shall comply with the requirements of New Mexico law governing procurement that would be applicable to the member New Mexico counties. All contracts entered into by the Coalition shall contain a clause requiring strict accountability by contractors for receipt and disbursement of all funds.

No later than January 31st of each year the Coalition Governing Board shall provide the Clerk of the Board of each County Commission or Board of Supervisors a comprehensive financial statement for the preceding calendar year (January 1 through December 31st), as well as a report regarding the Coalition's activities during the previous year, including the status, cost and outcome of litigation. The Coalition Governing Board shall also cause a financial review of its books to be conducted at least bi-annually by a certified public accountant. The most recent such financial review shall be shared with the Member Counties as part of the comprehensive financial statement.

Notwithstanding other provisions in this Agreement, pursuant to A.R.S. §§ 35-214 and 35-215, and the New Mexico Public Records Act (NMSA 1.15.3-1.15.4), the books, accounts and financial records of the Coalition shall be available for inspection by any member county or state agencies with the authority to audit for a period of five years.

9. Insurance. The Coalition, as a separate legal entity from any of the Member Counties, shall obtain general liability insurance to protect itself and the member counties from legal liability connected to the activities of the Coalition. The Executive Director of the Coalition shall provide proof of said insurance, which shall name each Member County as a co-insured on the insurance policy. Proof of said insurance shall be included annually as an addendum to the financial report provided to each Member County.

10. Record Retention and Access. The Coalition Governing Board and Executive Director thereof shall be responsible for maintaining all records of the Coalition in compliance with the laws of the both the States of New Mexico or Arizona that is applicable to counties. In the event of a conflict of the law between the two states regarding how long a particular record shall be maintained, the records shall be held by the Coalition for the longer period of time required by the laws of the two states.

The parties hereto recognize that records of the Coalition are generally subject to the New

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

Mexico Inspection of Public Records Act (NMSA 1978, 14-2-1 et. Seq.) and Arizona's public records law, A.R.S. § 39-121 et seq. The Coalition's Executive Director shall serve as records custodian for purposes of such public records laws. The Coalition's Executive Director shall be responsible for responding to all public records requests made under the laws of either the State of Arizona or New Mexico. Any public records requests for corporate records of the Coalition records received by the member counties shall be promptly forwarded to the Coalition's Executive Director for response. All parties hereto recognize that action of the Coalition may involve pending litigation and attorney-client matters and that all meetings and records involving privileged attorney-client communications are protected from public disclosure by the laws of the States of New Mexico and Arizona. All parties will endeavor to protect all privileged communications, information, documents and records involving the functions of the Coalition. It is also recognized by the parties that such privileged communications, information, documents and records may be protected as attorney's work product for litigation purposes.

11. Open Meeting Law. All proceedings pursuant to or in furtherance of the Agreement are subject to and shall be conducted in accordance with the Arizona Open Meeting Law (A.R.S. § 38-431 et. seq.) and the New Mexico Open Meetings Act (NMSA 1978, section 10-15-1 et. seq.). In the event of a conflict between the open meeting laws of the two states, the open meeting laws of the State of New Mexico shall govern. Agendas/Minutes/Recordings of meeting shall be made publicly accessible on the Coalitions website. Each individual party to this Agreement shall be responsible for posting of Coalition agendas/minutes/recordings as may be required by the laws of their particular State, and the Coalition shall make copies of such records available to the Member Counties for such purposes.

Each member of the Board of Directors of the Coalition and the Executive Director thereof shall attend at least one Open Meeting law training regarding the New Mexico Open Meetings Act on a bi-annual basis. Such training may be provided by a legal representative of one of the New Mexico Member Counties or the Coalition Governing Board may make such other arrangements as may be appropriate to meet this requirement. The Coalition shall fund the training for the Executive Director.

12. Effective Date and Term. This IGA shall be deemed to be effective as of April 1, 2016 and shall continue for a period of ten years until December 31, 2025 unless, prior to the expiration of this period, this Agreement is extended or terminated as provided herein. In the event the IGA is not approved by all the contemplated parties by January 1, 2016, it shall become effective as between all signatory counties on that date.

13. Renewal. This IGA shall renew automatically upon the natural expiration of the Agreement for a term of five additional years unless the Agreement is terminated by the parties.

14. Termination. By majority vote of the Board of Directors of the Coalition at a properly noticed public meeting, or in the event the majority of the member Boards of Supervisors and

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

Boards of County Commissioners vote to do so, this Agreement may be terminated. In the event of termination, the Board of Directors and the Coalition shall continue to exist for the limited purposes of winding up outstanding corporate business and divesting the Coalition of all remaining corporate assets. Upon the termination of the Coalition and after all obligations of the corporation have been satisfied, any remaining proceeds and property of the Coalition shall be divided equally amongst all remaining member Counties. Any individual member may terminate its participation in this Agreement by thirty day advance written notice. Any decision to terminate, by a member county shall not relieve that County of any obligation to the Coalition incurred prior to such termination. In the event of termination by one Member County, the Coalition shall continue to exist as between the remaining member Counties.

Member Counties may also be terminated from the Coalition by a 2/3 vote of the Governing Board for non-payment of dues in the event dues are not received within six months of the date they are due.

15. Legal Counsel for Coalition. In addition to hiring legal counsel from time to time in order pursue litigation in the name of the Coalition, when the Coalition Governing Board and/or Executive Director deem it necessary and advisable, the Coalition may retain legal counsel to obtain advice regarding the conduct of the Coalition's regular business.

16. Privileges and Immunities. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of the parties when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this IGA. Subject to the above limitation, each party shall only be liable for its own acts or omissions. The privileges and immunities of the Member Counties are only waived to the extent afforded by the New Mexico Tort Claims Act (NMSA 1978, § 41-4-1 et seq.) and A.R.S. §§ 12-820 through 12-826 et seq.

17. Termination for Conflict of Interest/Governmental Misconduct. As to the Arizona parties, notice is hereby given that this contract is subject to cancellation for conflict of interest according to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference. As to the New Mexico parties, the Agreement may be terminated for any acts or omissions by any of the parties or its representatives, agents, or employees that would violate the statutory prohibitions against conflicts of interest and ethical requirements of the New Mexico Governmental Conduct Act (NMSA 1978, Section 10-16-1 et seq., which is incorporated herein by reference.

18. Nonassignability. No party may assign a duty or responsibility under this IGA without the prior written consent of the other party.

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

19. Compliance with Laws/Applicable Law. The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of New Mexico and Arizona shall govern the rights of the parties, the performance of this IGA and any disputes hereunder, unless in the event of a conflict of laws between the State of Arizona and New Mexico, in which case the laws of New Mexico shall govern. Any action relating to this IGA shall be brought in the Courts of the State of New Mexico.

20. Rights/Obligations of Parties Only. The terms of the IGA are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person, agency or organization. Nothing expressed herein shall affect the legal liabilities of any of the parties to this IGA by imposing any standard of care different from the standard of care imposed by law.

21. Entire IGA. This IGA contains the entire understanding of the parties hereto. There are no representations or other provisions other than those contained herein, and any amendment or modification of this IGA shall be made in writing and signed by the parties to this IGA.

22. Severability. The parties agree that should any part of this IGA be held invalid or void, the remainder of the IGA shall remain in full force and effect with those offending portions omitted.

23. Non-Appropriation. Every payment obligation of the under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature, board of supervisors, or county commission resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the parties at the end of the period for which funds are available. No liability shall accrue to the parties in the event this provision is exercised, and no subdivision or agency of the State of Arizona or New Mexico shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

24. No Joint Venture. It is not intended by this IGA to, and nothing contained in this IGA shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between the Signatory Counties' employees. No Signatory County shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

25. Indemnification. Each party (as "Indemnitor"), except as limited by N.M. Const. art. IX, §§ 8, 11-13, agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of

INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC GROWTH

any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

26. Notice. Any notice required or permitted to be given under this IGA shall, unless indicated otherwise in this IGA, be in writing and shall be served by delivery or by certified mail upon the other parties at the addresses listed on the signature page (or at such other address as may be identified by a party in writing to the other Signatory Counties).

27. E-Verify. Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

a. The parties warrant compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads in part: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the offending party may be subject to penalties up to and including termination of the Agreement.

c. Each party retains the legal right to inspect the papers of any employee who works pursuant to this agreement to ensure that the party or its subcontractor is complying with the warranty under this paragraph.

28. Execution of Agreement/Counterparts. This Agreement may be executed in counterpart, each Signatory County to complete a "County Signature Page". The executed counterparts together with this document shall be considered as one document.

The Executive Director of the Coalition shall be responsible for maintaining a copy of this Agreement and all signed counterparts on file as part of the records of the Coalition.

29. Authorization. Pursuant to A.R.S. § 11-952(A), each party to this Agreement warrants to the other parties that the appropriate governing body of the party has authorized this Agreement.

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**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

CATRON COUNTY

In Witness Whereof, Catron County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.



Chair, Catron County Board of County Commissioners

Date: 9/9/16

ATTEST: 

County Clerk

Date: 9/9/16

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.



Legal Counsel for Catron County

Date: September 15, 2016

NOTICE ADDRESS FOR CATRON COUNTY

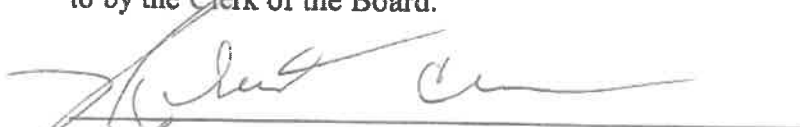
Catron County
Attn: Board of County Commissioners
P.O. Box 507
Reserve, New Mexico, 87830

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

CHAVES COUNTY

In Witness Whereof, Chaves County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.


Robert Corn, Chairman
Chaves County Board of County Commissioners

Date: 06-10-16

ATTEST:

County Clerk

by:  Chief Deputy

Date: 6-10-16

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.


Stanton L. Riggs, Legal Counsel for Chaves County

Date: 6-10-16

NOTICE ADDRESS FOR CHAVES COUNTY

Chaves County
Attn: Board of County Commissioners
P.O. Box 1817
Roswell, New Mexico, 88201

**STATE OF NEW MEXICO
COUNTY OF EDDY**

**AGREEMENT A-17-11
INTERGOVERNMENTAL AGREEMENT FOR
JOINT OPERATION OF COALITION OF ARIZONA/
NEW MEXICO COUNTIES FOR STABLE
ECONOMIC GROWTH**

County Signature Page

EDDY COUNTY

In Witness Whereof, Eddy County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Commissioners, upon resolution of the Board and attested to by the County Clerk.

Stella Davis
Stella Davis, Commission Chairwoman

Date: February 21, 2017

ATTEST: *Quinn Watts*
County Clerk

Date: 2-21-2017

Intergovernmental Agreement Determination

The attorney for Eddy County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Cas Taber
Cas Taber, Legal Counsel for Eddy County

Date: 2-21-2017

NOTICE ADDRESS FOR EDDY COUNTY

Eddy County
Attn: Board of County Commissioners
101 W. Greene Street
Carlsbad, New Mexico, 88220

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

HARDING COUNTY

In Witness Whereof, Harding County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.


Chair, Harding County Board of County Commissioners

Date: 6/2/16

ATTEST:


County Clerk

Date: 6/2/16

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.


Legal Counsel for Harding County

Date: 7.13.16

NOTICE ADDRESS FOR HARDING COUNTY

Harding County
Attn: Board of County Commissioners
P.O. Box 1002
Mosquero, New Mexico, 87733

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

HIDALGO COUNTY

In Witness Whereof, Hidalgo County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Marianne Stewart
Chair, Hidalgo County Board of County Commissioners

Date: 7/25/16

ATTEST:

Deppa Q. Esquivel
County Clerk

Date: 8/2/16

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Dominic L. Ntary
Legal Counsel for Hidalgo County

Date: 27 July 2016

NOTICE ADDRESS FOR HIDALGO COUNTY

Hidalgo County
Attn: Board of County Commissioners
300 S. Shakespeare
 Lordsburg, New Mexico, 88045

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

LINCOLN COUNTY

In Witness Whereof, Lincoln County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of County Commissioners, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Lincoln County Board of County Commissioners

Date: 10-18-2016

ATTEST:

County Clerk

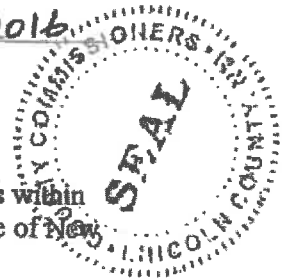
Date: 10-18-2016

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for Lincoln County

Date: 10-19-16



NOTICE ADDRESS FOR LINCOLN COUNTY


Lincoln County
Attn: Board of County Commissioners
P.O. Box 711
Carrizozo, NM 88301

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

MCKINLEY COUNTY

In Witness Whereof, McKinley County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.


Chair, McKinley County Board of County Commissioners

Date: 6-7-16

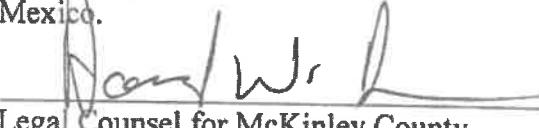
ATTEST:


County Clerk

Date: 6-7-16

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.


Legal Counsel for McKinley County

Date: 6-8-16

NOTICE ADDRESS FOR MCKINLEY COUNTY

McKinley County
Attn: Board of County Commissioners
207 W. Hill St.
Gallup, New Mexico, 87301

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

SIERRA COUNTY

In Witness Whereof, Sierra County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Sierra County Board of County Commissioners

Date: _____

ATTEST:

County Clerk

Date: _____

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for Sierra County

Date: _____

NOTICE ADDRESS FOR SIERRA COUNTY

Sierra County
Attn: Board of County Commissioners
855 Van Patten
Truth or Consequences, New Mexico, 87109

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

RIO ARRIBA COUNTY

In Witness Whereof, Rio Arriba County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Rio Arriba County Board of County Commissioners

Date: _____

ATTEST:

County Clerk

Date: _____

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.

Legal Counsel for Rio Arriba County

Date: _____

NOTICE ADDRESS FOR RIO ARRIBA COUNTY

Rio Arriba County
Attn: Board of County Commissioners
P.O. Box 1256
Española, New Mexico, 87532

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page


ROOSEVELT COUNTY

In Witness Whereof, Roosevelt County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.


Chair, Roosevelt County Board of County Commissioners

Date: 6-9-16

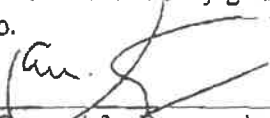
ATTEST:


County Clerk

Date: 6-9-16

Intergovernmental Agreement Determination

The attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of New Mexico.


Legal Counsel for Roosevelt County

Date: 6/16/16

NOTICE ADDRESS FOR ROOSEVELT COUNTY


Roosevelt County
Attn: Board of County Commissioners
109 W. 1st St.
Portales, New Mexico, 88130

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

APACHE COUNTY


In Witness Whereof, Apache County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.



Alton Joe Shepherd
Chairman of the Board

Date: May 1, 2018

ATTEST:

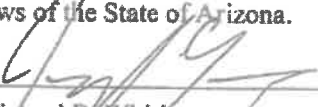


Ryan N. Patterson
Clerk of the Board

Date: May 1, 2018

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.



Michael B. Whiting
Apache County Attorney

Date: 5/7/2018

NOTICE ADDRESS FOR APACHE COUNTY

Apache County
Attn: Board of Supervisors
P.O. Box 428
St. John's, AZ 85936

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

COCHISE COUNTY

In Witness Whereof, Cochise County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.



Chair, Cochise County Board of Supervisors

Date: 5/24/16

ATTEST:




Clerk of the Cochise Board of Supervisors

Date: 5/24/16

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.



Cochise County Attorney or Deputy County Attorney

Date: 5/24/16

NOTICE ADDRESS FOR COCHISE COUNTY

Cochise County
Attn: Board of Supervisors
P.O. Box 225
Bisbee, AZ 85603

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

GILA COUNTY

In Witness Whereof, Gila County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.

Chair, Gila County Board of Supervisors

Date: _____

ATTEST:

Clerk of the Gila County Board of Supervisors

Date: _____

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.

Gila County Attorney or Deputy County Attorney

Date: _____

NOTICE ADDRESS FOR GILA COUNTY

Gila County
Attn: Board of Supervisors
1400 East Ash Street
Globe, AZ 85501

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

County Signature Page

GRAHAM COUNTY

In Witness Whereof, Graham County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.



Chair, Graham County Board of Supervisors

Date: 8/1/16

ATTEST:



Clerk of the Graham County Board of Supervisors

Date: 8-1-16

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.



Graham County Attorney or Deputy County Attorney

Date: 8-2-16

NOTICE ADDRESS FOR GRAHAM COUNTY

Graham County
Attn: Board of Supervisors
921 W. Thatcher Blvd.
Safford, AZ 85546

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

COUNTY SIGNATURE PAGE

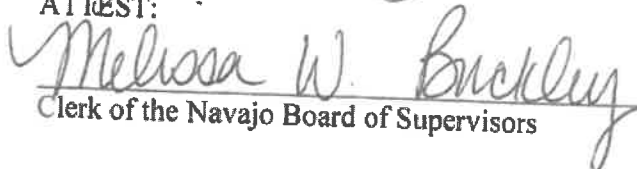
NAVAJO COUNTY

In Witness Whereof, Navajo County has caused this Intergovernmental Agreement to be executed by the Chairman of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board.


Chair, Navajo County Board of Supervisors

Date: 8/23/16

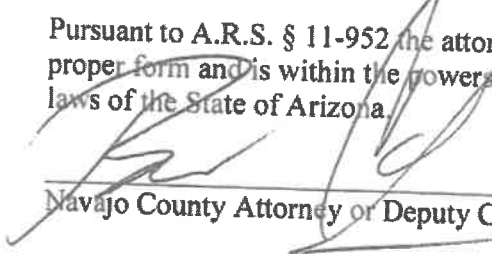
ATTEST:


Clerk of the Navajo Board of Supervisors

Date: 8/23/16

Intergovernmental Agreement Determination

Pursuant to A.R.S. § 11-952 the attorney for the above-named County has determined that it is in proper form and is within the powers and authority granted to the above-named County under the laws of the State of Arizona.


Navajo County Attorney or Deputy County Attorney

Date: 8/23/16

NOTICE ADDRESS FOR NAVAJO COUNTY

Navajo County
Attn: Board of Supervisors
P.O. Box 668
Holbrook, AZ 86025

**INTERGOVERNMENTAL AGREEMENT REGARDING THE EXERCISE
OF JOINT POWERS FOR THE OPERATION OF THE COALITION OF
ARIZONA/NEW MEXICO COUNTIES FOR STABLE ECONOMIC
GROWTH**

Approval of Department of Finance and Administration

Date:

Duffy Rodriguez

19 May 2017

ARF-5419

Regular Agenda Item 4. L.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: James Menlove, County Manager

Submitted By: Sherry Grice, Management Associate

Department: County Manager

Information

Request/Subject

Approval of letters of support to the Arizona legislative delegation for Elected Officials Retirement Plan debt relief and for increased investment in transportation infrastructure.

Background Information

SB 1293

Policies passed by the Arizona Legislature in 2013 caused the EORP to become massively underfunded and the statutory structure was found to be unconstitutional by the court. This situation caused EORP costs to the Gila County taxpayer to increase by 162%. Our residents expect their local tax dollars to be spent on local services, and we do not think it is right that the state simply diverted local money to pay off the system's debt. SB1293 provides important, ongoing rural county relief from the state-created EORP debt and helps reduce the diversion of limited local tax dollars away from local services for our residents.

HB 2047

Gila County owns and maintains 765 miles of roadways, only 22 percent of which are paved. Forty-seven percent of our roads are in poor condition with another forty-seven percent listed as only in fair condition. As we project going forward, this situation will struggle to improve because of the weakening purchasing power of the state's gas tax and the increase in fuel efficiency and alternative vehicles.

Evaluation

Letters will be sent to District 8, State Representatives David Cook, T.J. Shope, and State Senator Frank Pratt.

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Information/Discussion/Action to authorize the Chairman's signature on letters of support to Arizona House of Representatives District 8 members David Cook and T.J. Shope, and Arizona Senate District 8 member Frank Pratt for Elected Officials Retirement Plan debt relief and for increased investment in transportation infrastructure. **(James Menlove)**

Attachments

Gila County Ltr Rep Cook

Gila County Ltr Rep Shope

Gila County Ltr Sen Pratt

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

Tim R. Humphrey, District II
(928) 402-8753
thumphrey@gilacountyaz.gov

Woody Cline, District III
(928) 402-8726
wcline@gilacountyaz.gov



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

W. James Menlove,
County Manager
(928) 402-4344
jmenlove@gilacountyaz.gov

Marian Sheppard,
Clerk of the Board of Supervisors
(928) 402-8757
msheppard@gilacountyaz.gov

April 16, 2019

The Honorable David L. Cook
Arizona House of Representatives, District 8
1700 W Washington Street, Suite H
Phoenix, AZ 85007

Dear Representative Cook:

Thank you for your leadership at the Arizona Legislature and for your hard work on behalf of the residents of Gila County. Knowing the Legislature is working to craft a FY2019-2020 state budget, we wish to encourage your continued good work on urgent Gila County priorities that are critical to protecting the local taxpayer and vital to maintaining road infrastructure. Specifically, we ask your support for the following priorities in the state budget:

SB1293: approp; EORP contributions; counties (Gowan). As you know, policies passed by the Arizona Legislature in 2013 caused the Elected Officials Retirement Fund (EORP) to become massively underfunded and the statutory structure was found to be unconstitutional by the court. This situation caused EORP costs to the Gila County taxpayer to increase by 162%. Our residents expect their local tax dollars to be spent on local services, and we do not think it is right that the state simply diverted local money to pay off the system's debt. SB1293 provides important, on-going rural county relief from the state-created EORP debt and helps reduce the diversion of limited local tax dollars away from local services for our residents.

Increased investment in transportation infrastructure. You have been a leader in advocating for resources to support rural county infrastructure and we are appreciative of your efforts. As you may know, Gila County owns and maintains 765 miles of roadways, only 22 percent of which are paved. Forty-seven percent of our roads are in poor condition with another forty-seven percent listed as only in fair condition. As we project going forward, this situation will struggle to improve because of the weakening purchasing power of the state's gas tax and the increase in fuel efficiency and alternative vehicles. Because of this growing problem, we support and encourage your ongoing efforts for a one-time general fund appropriation, as contained in your HB2047.

As a political subdivision implementing state policy, Gila County depends directly on your partnership to solve problems, promote efficient government, and protect the taxpayer. We are grateful for your leadership and deeply appreciate your work on these important priorities.

Sincerely,

Tim R. Humphrey, Chairman
Gila County Board of Supervisors

cc: Woody Cline, Vice-Chairman
Tommie C. Martin, Member
James Menlove, County Manager
Craig Sullivan, Executive Director, County Supervisors' Association of Arizona

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

Tim R. Humphrey, District II
(928) 402-8753
thumphrey@gilacountyaz.gov

Woody Cline, District III
(928) 402-8726
wcline@gilacountyaz.gov



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

W. James Menlove,
County Manager
(928) 402-4344
jmenlove@gilacountyaz.gov

Marian Sheppard,
Clerk of the Board of Supervisors
(928) 402-8757
msheppard@gilacountyaz.gov

April 16, 2019

The Honorable T.J. Shope
Arizona House of Representatives, District 8
1700 West Washington, Room 338
Phoenix, AZ 85007

Dear Representative Shope:

Thank you for your leadership at the Arizona Legislature and for your hard work on behalf of the residents of Gila County. Knowing the Legislature is working to craft a FY2019-2020 state budget, we wish to encourage your continued good work on urgent Gila County priorities that are critical to protecting the local taxpayer and vital to maintaining road infrastructure. Specifically, we ask your support for the following priorities in the state budget:

SB1293: approp; EORP contributions; counties (Gowan). As you know, policies passed by the Arizona Legislature in 2013 caused the Elected Officials Retirement Fund (EORP) to become massively underfunded and the statutory structure was found to be unconstitutional by the court. This situation caused EORP costs to the Gila County taxpayer to increase by 162%. Our residents expect their local tax dollars to be spent on local services, and we do not think it is right that the state simply diverted local money to pay off the system's debt. SB1293 provides important, on-going rural county relief from the state-created EORP debt and helps reduce the diversion of limited local tax dollars away from local services for our residents.

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As a political subdivision implementing state policy, Gila County depends directly on your partnership to solve problems, promote efficient government, and protect the taxpayer. We are grateful for your leadership and deeply appreciate your work on these important priorities.

Sincerely,

Tim R. Humphrey, Chairman
Gila County Board of Supervisors

cc: Woody Cline, Vice-Chairman
Tommie C. Martin, Member
James Menlove, County Manager
Craig Sullivan, Executive Director, County Supervisors' Association of Arizona

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

Tim R. Humphrey, District II
(928) 402-8753
thumphrey@gilacountyaz.gov

Woody Cline, District III
(928) 402-8726
wcline@gilacountyaz.gov



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

W. James Menlove,
County Manager
(928) 402-4344
jmenlove@gilacountyaz.gov

Marian Sheppard,
Clerk of the Board of Supervisors
(928) 402-8757
msheppard@gilacountyaz.gov

April 16, 2019

The Honorable Frank Pratt
Arizona Senate, District 8
1700 W Washington Street, Room 223
Phoenix, AZ 85007

Dear Senator Pratt:

Thank you for your leadership at the Arizona Legislature and for your hard work on behalf of the residents of Gila County. Knowing the Legislature is working to craft a FY2019-2020 state budget, we wish to encourage your continued good work on urgent Gila County priorities that are critical to protecting the local taxpayer and vital to maintaining road infrastructure. Specifically, we ask your support for the following priorities in the state budget:

SB1293: approp; EORP contributions; counties (Gowan). As you know, policies passed by the Arizona Legislature in 2013 caused the Elected Officials Retirement Fund (EORP) to become massively underfunded and the statutory structure was found to be unconstitutional by the court. This situation caused EORP costs to the Gila County taxpayer to increase by 162%. Our residents expect their local tax dollars to be spent on local services, and we do not think it is right that the state simply diverted local money to pay off the system's debt. SB1293 provides important, on-going rural county relief from the state-created EORP debt and helps reduce the diversion of limited local tax dollars away from local services for our residents.

Increased investment in transportation infrastructure. You have been a leader in advocating for resources to support rural county infrastructure and we are appreciative of your efforts. As you may know, Gila County owns and maintains 765 miles of roadways, only 22 percent of which are paved. Forty-seven percent of our roads are in poor condition with another forty-seven percent listed as only in fair condition. As we project going forward, this situation will struggle to improve because of the weakening purchasing power of the state's gas tax and the increase in fuel efficiency and alternative vehicles. Because of this growing problem, we encourage your ongoing efforts to support increased investment in transportation infrastructure.

As a political subdivision implementing state policy, Gila County depends directly on your partnership to solve problems, promote efficient government, and protect the taxpayer. We are grateful for your leadership and deeply appreciate your work on these important priorities.

Sincerely,

Tim R. Humphrey, Chairman
Gila County Board of Supervisors

cc: Woody Cline, Vice-Chairman
Tommie C. Martin, Member
James Menlove, County Manager
Craig Sullivan, Executive Director, County Supervisors' Association of Arizona

ARF-5411

Consent Agenda Item 5. A.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted By: Cassie Ornelas, Deputy Court Administrator

Department: Superior Court Division: Superior Court Administration

Information

Request/Subject

Appointment of a Justice of the Peace Pro Tempore for the Payson Regional Justice Court.

Background Information

On March 12, 2019, the Board of Supervisors was presented with a request from the Presiding Judge of the Superior Court in Gila County to appoint Donald Garvin and Danny E. McKeen to serve in the capacity of Justice of the Peace Pro Tempore for the Payson Justice Court for the period of April 16, 2019, through December 31, 2019. After discussion of the request, it was requested to table the appointment of Mr. McKeen due to some concerns; therefore, the Board only appointed Mr. Garvin at that meeting.

The Presiding Judge of the Superior Court in Gila County has requested the appointment of Danny E. McKeen to serve in the capacity of Justice of the Peace Pro Tempore for the Payson Justice Court. The Justice of the Peace Pro Tempore for the Payson Justice Court will serve from April 16, 2019, through December 31, 2019, unless terminated earlier by order of the Presiding Judge pursuant to A.R.S. 22-121 for the purpose of enhancing the courts' ability to process cases.

Evaluation

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or in the event a Justice of the Peace is absent or unavailable pursuant to A.R.S. 22-121, this appointment is requested for a Justice of the Peace Pro Tempore for the Payson Justice Court. All Justices of the Peace Pro Tempores may serve from time to time as requested and subject to the availability of funds of the respective Justice Court. This term shall expire on December 31, 2019, unless terminated earlier by order of the Presiding Judge.

Conclusion

The Presiding Judge of the Superior Court in Gila County has requested the appointment of Danny E. McKeen to serve as a Justice of the Peace Pro Tempore pursuant to A.R.S. 22-121 for the purposes of enhancing the courts' ability to process cases.

Recommendation

Presiding Judge Timothy M. Wright recommends that the Gila County Board of Supervisors approve the appointment of Danny E. McKeen as a Justice of the Peace Pro Tempore for the Payson Justice Court with the term concluding on December 31, 2019.

Suggested Motion

Approval of the appointment of Danny E. McKeen as a Justice of the Peace Pro Tempore for the Payson Justice Court with a term to expire on December 31, 2019.

Attachments

Board Approval Form

Memo to Board of Supervisors

Admin Order

APPROVAL OF APPOINTMENT OF
JUSTICE OF THE PEACE PRO TEMPORE

The Presiding Judge of the Superior Court in Gila County has requested the appointment of **Danny E. McKeen** as a Justice of the Peace Pro Tempore of the Payson Regional Justice Court in Gila County for the term of nine (9) months (April 16, 2019, through December 31, 2019), unless terminated earlier by Order of the Presiding Judge, pursuant to A.R.S. 22-121 for the purpose of enhancing the court's ability to process cases.

NOW, THEREFORE, be it known that the Gila County Board of Supervisors approves such appointment.

Dated _____ 2019.

GILA COUNTY BOARD OF SUPERVISORS

By: _____

Tim Humphrey, Chairman

BRYAN B. CHAMBERS
Judge, Division I
Extension 8686

CASSIE ORNELAS
Deputy Court Administrator
Extension 8671



TIMOTHY M. WRIGHT
Presiding Judge, Division II
Extension 8690

Gila County Courthouse
1400 East Ash
Globe, Arizona 85501
(928) 425-3231

Superior Court of Gila County

MEMORANDUM

DATE: February 20, 2019

TO: Gila County Board of Supervisors

FROM: Timothy Wright, Presiding Judge

RE: Appointments of Justice of the Peace Pro Tempore for Gila County

The Payson Regional Justice Court has requested appointments of the following individuals as Justice of the Peace Pro Tempore for the Payson Regional Justice Court: Donald Garvin and Danny E. McKeen.

I am requesting your approval of these appointments pursuant to A.R.S. §22-121. (A copy of the Administrative Order(s) is enclosed)

The Payson Regional Justice Court of Gila County has recommended that the proposed individuals receive these appointments, which is for a period of ten (10) months, from March 1, 2019, through December 31, 2019. Compensation for a Justice of the Peace Pro Tempore is subject to availability of funds in the respective justice court budget. Funds are included in the current fiscal year budget.

I have enclosed a proposed form approving the appointments for the Board's review. Thank you for your consideration of this request.

FILED

**SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

2019 FEB 21 AM 8:38

ANITA ESCOBEDO, CLERK

IN THE MATTER OF THE)
APPOINTMENT OF JUSTICE OF)
THE PEACE PRO TEMPORE FOR)
PAYSON REGIONAL)
JUSTICE COURT)

BY SC DEPUTY

ADMINISTRATIVE ORDER

No. So 400 AD 201900004

Because of exigent circumstances requiring qualified judicial officers when conflicts arise or Justices of the Peace are absent,

IT IS HEREBY ORDERED, pursuant to A.R.S. §22-121, appointing **Danny E. McKeen** as Justice of the Peace Pro Tempore of the Payson Regional Justice Court to serve from time to time as requested and subject to the availability of funds of the Justice Court. The term of this appointment shall be from March 1, 2019 through December 31, 2019, unless terminated earlier by Order of the Presiding Judge.

Dated February 20 2019.

[Signature]
Presiding Judge

cc:

Payson Regional Justice Court
714 South Beeline Highway
Payson, Arizona 85541

Danny E. McKeen
300 W. Cherry Street
Payson, Arizona 85541

Cassie Ornelas
Superior Court Administration
Gila County Courthouse

ARF-5380

Consent Agenda Item 5. B.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

Information

Request/Subject

Public Works Department Policy No. PWS-004 - *On-Call*, which replaces Policy No. DPW 05-06.

Background Information

Public Works Department Policy No. DPW 05-06 – *On-Call* was originally approved by the Board of Supervisors on November 8, 2005, with subsequent revisions being approved on February 23, 2007, and September 18, 2012.

Evaluation

Changes were made in order to include all applicable divisions within Public Works participating in on-call work to include emergency situations. The format of the policy has been updated to the format used for all Countywide policies adopted by the Board of Supervisors. The policy number is being changed according to the table of contents for the Countywide policies as adopted by the Board of Supervisors.

Conclusion

The proposed revisions address the changes made to include all divisions within the Public Works Department, the change to the policy number and document format.

Recommendation

The Gila County Public Works Department recommends approval of the proposed revisions to the Public Works Department Policy-*On-Call* and the policy format and number change from DPW 05-06 to PWS-004.

Suggested Motion

Approval of revised Public Works Department Policy-*On-Call* to include all divisions within Public Works; change the format of the policy; and change the policy number from DPW 05-06 to PWS-004.

Attachments

Proposed Policy No. PWS-004

Policy No. DPW 05-06 with changes in red

Gila County Policy ON-CALL	Policy Number: PWS-004	Page
	Replaces: DPW05-06 Adopted by BOS 04-16-19 Revised: 00-00-0000	1 of 2

I. PURPOSE:

To define and establish pay practices and administrative procedures for response time and on-call duty.

II. POLICY:

An on-call period shall begin at the end of the regular shift during the week or the scheduled end of the work week and run until the first scheduled regular work day of the next week or a period during which an employee is advised by his/her supervisor to be accessible for return to work for operational requirements that may develop outside normally scheduled work hours, i.e. emergency situation.

III. RESPONSIBILITIES:

It will be the Division Manager's responsibility to enforce this policy or delegate authority to an appropriate supervisor.

SIGNATURE:

CHAIRMAN, BOARD OF SUPERVISORS

DATE

Gila County Policy ON-CALL	Policy Number: PWS-004	Page
	Replaces: DPW05-06 Adopted by BOS 04-16-19 Revised: 00-00-0000	2 of 2

GILA COUNTY PROCEDURES FOR ON-CALL

1. If applicable, on-call employees will be loaned a cell phone when assigned on-call evenings or weekends.
2. On-call employees to include employees not on the normal on-call schedule, will be expected to respond to a call within sixty (60) minutes or be subject to progressive discipline. The on-call employee will report to their immediate supervisor prior to responding to the call out.
3. The on-call employee may trade his/her on-call week and/or weekend or a portion of the weekday or weekend but must find his/her own replacement and notify the on-call supervisor. Evening trade assignments must be pre-approved by the supervisor.
4. The Sheriff's Office (Dispatch) will be kept current on the on-call cell phone numbers.
5. Qualified on-call employees are to be scheduled on a rotation basis.
6. Employees who have been advised by their supervisor to be accessible for return to work due to emergency situations i.e. snow, fire, floods, special projects, etc. and are not already scheduled to be on-call, will receive four (4) hours of comp time for three (3) consecutive days or less of unscheduled on-call.
7. The on-call employee will receive four (4) hours of comp time for the weekend coverage and/or four (4) hours of comp time for the weekday coverage of Monday through Thursday (even if the employee is not called out). If called out, all time worked will be compensated at a rate of one and one-half hours comp for each hour worked in addition to the four (4) hours on-call assuming the employee has worked 40 hours that week. If the employee has not already worked 40 hours that week, it will be considered straight time up to a total of 40 hours in the work week. All hours in excess of 40 will be compensated at a rate of one and one-half hours comp for each hour worked. If an employee is called out, travel time (from their residence to the County yard or facility) will be included as time worked.
8. Employees who are on-call or could potentially be on-call must adhere to all County policies including the Merit System Rules and Policies. Any variance from such policies may result in disciplinary actions.



**GILA COUNTY
DIVISION OF PUBLIC WORKS**

DIVISION POLICY or PROCEDURE

Title: On-Call Policy	Effective Date: 11/8/05 Revised Date: 2/23/07 2nd Revision: 9/18/12 ^{3rd} <u>Revision 4/16/19</u>	Department: Division-wide
Purpose: This policy defines and establishes pay practices and administrative procedures for response time and on-call duty.	Authorized Signature: _____ Steve Sanders, Director of Public Works _____ Jefferson R. Dalton Deputy County Attorney, Civil Bureau Chief	

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Policy Statement:

An on-call period shall begin at the end of regular shift during the week or the scheduled end of the work week and run until the first scheduled regular work day of the next week or a period during which an employee is advised by his/her supervisor to be accessible for return to work for operational requirements that may develop outside

normally scheduled work hours, i.e. emergency situation.

~~1. Background:~~

~~Rotating on-call may prevent fatigue and safety hazards.~~

2. Responsibilities:

It will be the ~~Division~~Roads/Shop Manager or Regional Roads Manager's responsibility to enforce this policy or delegate authority to an appropriate supervisor.

3. Procedures:

- A. ~~If applicable, o~~On-call employees will be loaned a ~~pager or~~ cell phone when assigned on-call evenings or weekends.
- B. On-call employees will be expected to respond to a call within 60 minutes or be subject to progressive discipline. The on-call employee will report to their immediate supervisor prior to responding to the call out.
- C. The on-call employee may trade his/her on-call week and/or weekend or a portion of the weekend but must find his/her own replacement and notify the on-call supervisor. Evening trade assignments must be pre-approved by the supervisor. ~~With the exception of the Administrative employees i.e. Administrative Clerks/Assistants, all Roads employees will be required to have two (2) or more on-call weekends per year as deemed necessary by the Roads/Shops Manager or his designee. All on-call trades must be pre-approved by the Roads/Shops Manager or his designee. Administrative employees will only be scheduled for on-call as deemed necessary by Roads/Shops Manager or designee.~~
- D. The Sheriff's Office (Dispatch) will be kept current on the on-call ~~pager or~~ cell phone numbers.
- ~~E.~~ E. Qualified on-call employees are to be scheduled on a rotation basis.
- ~~E.~~ F. The on-call employee will receive four (4) hours of comp time for the weekend coverage and/or four (4) hours of comp time for the weekday coverage of Monday through

Thursday (even if the employee is not called out). If called out, all time worked will be compensated at a rate of one and one-half hours comp for each hour worked in addition to the minimum of four (4) hours on call assuming the employee has worked 40 hours that week. If the employee has not already worked 40 hours that week, it will be considered straight time up to a total of 40 hours in the workweek. All hours in excess of 40 will be compensated at a rate of one and one-half hours comp for each hour worked. If an employee is called out, travel time (from their residence to the County yard or facility) will be included as time worked.

G. Employees who have been advised by their supervisor to be accessible for return to work on an emergency basis i.e. snow, fire, floods, etc., will receive four (4) hours of comp time for three (3) days or less of unscheduled on-call.

G.H. Employees who are on-call or could potentially be on-call must adhere to all County policies including the Merit System Rules and Policies. Any variance from such policies may result in disciplinary actions.

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ARF-5398

Consent Agenda Item 5. C.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

Information

Request/Subject

Public Works Department Policy No. PWS-005 – *Prescription Safety Glasses Assistance* which replaces Policy No. DPW 09-01.

Background Information

Public Works Department Policy No. DPW 09-01 – *Prescription Safety Glasses Assistance* was originally approved by the Board of Supervisors on February 3, 2009.

Evaluation

Changes were made to the reference numbers of the Federal Occupational Safety and Health Standards which had changed. The format of the policy has been updated to the format used for all Countywide policies adopted by the Board of Supervisors. The policy number is being changed according to the table of contents for the Countywide policies as adopted by the Board of Supervisors.

Conclusion

The proposed revisions address the changes to the reference numbers of the Federal Occupational Safety and Health Standards, the policy number and document format.

Recommendation

The Gila County Public Works Department recommends approval of the proposed revisions to the Public Works Department Policy- *Prescription Safety Glasses Assistance*, the policy format and policy number change from DPW 09-01 to PWS-005.

Suggested Motion

Approval of revised Public Works Department Policy-*Prescription Safety Glasses Assistance* to make changes to the reference numbers of the Federal Occupational Safety and Health Standards; change the format of the policy; and change the policy number from DPW 09-01 to PWS-005.

Attachments

Proposed Policy No. PWS-005

Policy No. DPW 09-01 with changes in red

Gila County Policy PRESCRIPTION SAFETY GLASSES ASSISTANCE	Policy Number: PWS-005	Page
	Replaces: DPW09-01 Adopted by BOS 04-16-19 Revised: 00-00-0000	1 of 2

I. PURPOSE:

To develop guidelines for assistance in purchasing prescription safety glasses for Public Works employees.

II. POLICY:

Protective eyewear is required for certain jobs in Gila County. The Board of Supervisors approved a Policy for Protective Clothing in 1997. This policy is an extension of that policy and includes responsibility and procedures in the Public Works Department. This policy establishes a procedure to assist Gila County Public Works employees in the purchase of prescription safety eyewear used on the job in order to ensure personal eye safety.

Public Works employees are provided safety glasses by the County when performing safety sensitive tasks that require them. Employees who wear prescription safety glasses purchase them on their own. This policy would ensure that the County is helping everyone who needs to wear prescription or nonprescription safety glasses.

III. RESPONSIBILITIES:

It will be the Division Manager's responsibility to enforce this policy or delegate authority to an appropriate supervisor.

Federal Occupational Safety and Health Standards 1910-133 states that the employer shall ensure that each affected employee uses protective eyewear when working in areas where there is a danger of eye injuries, e CFR 1926.95 and e CFR 1926.102 (a) supports the use of safety eyewear. Safety glasses, prescription or nonprescription, must meet the requirements of ANSI/ISEA Z87.1-2010, ANSI Z87.1-2003, or ANSI Z87.1-1989.

SIGNATURE:

CHAIRMAN, BOARD OF SUPERVISORS

DATE

Gila County Policy PRESCRIPTION SAFETY GLASSES ASSISTANCE	Policy Number: PWS-005	Page
	Replaces: DPW09-01 Adopted by BOS 04-16-19 Revised: 00-00-0000	2 of 2

GILA COUNTY
PROCEDURES FOR PRESCRIPTION SAFETY GLASSES ASSISTANCE

1. All employees requiring prescription safety eyewear should retain all receipts for their safety glasses and are required to wear the side shields when performing functions that require safety eyewear.
2. Employees are responsible for wearing the required safety eyewear. Employees who sustain eye injuries as a result of not wearing safety eyewear will be considered for disciplinary action.
3. Employees will be reimbursed up to \$25.00 per year or \$50 every two years for the purchase of the prescription safety eyewear if they have pre-approval of their supervisor. They must personally pay for the prescription safety eyewear then provide a copy of the receipt of purchase with their signature to their immediate Supervisor for reimbursement. The Supervisor will sign the receipt then give it to the Division Manager. The Division Manager will also sign the receipt and send the receipt with a signed Payment Request to Public Works Administration for processing. A limit of only one (1) reimbursable purchase per fiscal year will be allowed.



GILA COUNTY
~~DEPARTMENT~~ VISION OF PUBLIC WORKS

DEPARTMENTAL POLICY/PROCEDURE

Title: Prescription Safety Glasses Assistance Policy	Effective Date: 2-3-09 <u>Revised: 4-16-19</u>	Division: Department <u>vision</u>-Wide
Purpose: To develop guidelines for assistance in purchasing prescription safety glasses for Public Works employees.	Authorized Signature: <div style="text-align: center; margin-top: 20px;"> <u>Steve Stratton</u> Steve Sanders, Director Public Works </div> <div style="text-align: center; margin-top: 20px;"> <u>Bryan B. Chambers,</u> Chief Deputy County Attorney <u>Gila County Attorney's Office</u> </div>	

Policy Statement:

Protective eyewear is required for certain jobs in Gila County. The Board of Supervisors approved a Policy for Protective Clothing in 1997. This policy is an extension of that policy and includes responsibility and procedures in the Public Works Department vision. This policy establishes a procedure to assist Gila County Public Works employees in the purchase of prescription safety eyewear used on the job in order to ensure personal eye safety.

1. Background:

Public Works employees are provided safety glasses by the County when performing safety sensitive tasks that require them. Employees who wear prescription safety glasses purchase them on their own. This policy would ensure that the County is helping everyone who needs to wear prescription or nonprescription safety glasses.

2. Responsibilities:

Federal Occupational Safety and Health Standards 1910-13~~32~~ states that the employer shall ensure that each affected employee uses protective eyewear when working in areas where there is a danger of eye injuries, ~~e29~~ CFR 1926.95 ~~(b)~~ and ~~e29~~ CFR 1926.102 (a)~~(3)(a)4~~—supports the use of safety eyewear. Safety glasses, prescription or nonprescription, must meet the requirements of ANSI/ISEA Z87.1—2010, ANSI Z87.1-2003, or ANSI Z87 1-1989~~68~~.

3. Procedures:

All employees requiring prescription eyewear should retain all receipts for their safety glasses and are required to wear the side shields when performing functions that require safety eyewear.

Employees are responsible for wearing the required safety eyewear. Employees who sustain eye injuries as a result of not wearing safety eyewear will be considered for disciplinary action.

Employees will be reimbursed up to \$25.00 per year or \$50.00 every two years for the purchase of the prescription safety eyewear if they have the pre-approval of their supervisor. They must personally pay for the prescription safety eyewear then provide a copy of the receipt of purchase with their signature to their immediate Supervisor for reimbursement. The Supervisor will sign the receipt then give it to the ~~Division~~Department Manager. The ~~Division~~Department Manager will also sign the receipt and send the receipt with a signed Payment Request Demand to Public Works Administration for processing. A limit of only one (1) reimbursable purchase per fiscal year will be allowed.

Attachments:

None.

ARF-5399

Consent Agenda Item 5. D.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Quit Claim Deed for Sale of Assessor's Tax Parcel No. 206-22-132.

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 206-22-132 was deeded to the State of Arizona in 2018 with a total lien amount of \$924.78. It did not sell at the Board of Supervisors' annual tax sale/auction that was held on December 5, 2018.

Evaluation

On March 29, 2019, the Clerk of the Board sold the subject parcel to Mykel M. Ross for the lien amount. Said payment was deposited with the Gila County Treasurer on the same day. A separate \$15 payment was submitted to record the Quit Claim Deed. This property is a parcel located on Reppy Avenue in Miami off of highway 60, which contains a concrete frame of a building with no roof and concrete steps leading up to the structure.

Conclusion

The Board of Supervisors needs to authorize the Chairman's signature on the Quit Claim Deed for the sale of Assessor's tax parcel number 206-22-132. 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 206-22-132 to Mykel M. Ross.

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 206-22-132 to Mykel M. Ross.

Attachments

QCD 206-22-132

206-22-132 Information and 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 16th day of April 2019, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Mykel M. Ross, Grantee.

Address of Grantee: 3001 N. 16th Drive, Phoenix, AZ 85015

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 29th day of March 2019, Grantee did purchase said property for the sum of Nine Hundred Twenty-Four Dollars and Seventy-Eight Cents (\$924.78);

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

Assessor's Tax Parcel Number: 206-22-132

Legal Description:

THE SURFACE AND THE GROUND TO A DEPTH OF 40 FEET IMMEDIATELY BENEATH THE SURFACE OF THE FOLLOWING DESCRIBED PARCEL OF LAND; LOTS 417 AND 419, BLOCK 133, OF INSPIRATION ADDITION TO THE ORIGINAL TOWNSITE OF MIAMI, ACCORDING TO MAP NO. 28, RECORDS OF GILA COUNTY, ARIZONA.

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

Grantor:

Attest:

Tim R. Humphrey, Chairman
Gila County Board of Supervisors

Marian Sheppard, Clerk
Gila County Board of Supervisors

STATE OF ARIZONA)
) SS
COUNTY OF GILA)

ACKNOWLEDGEMENT

Before me, Melissa Henderson, a Notary Public in and for the County of Gila, State of Arizona, on this 16th day of April 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:

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2018-007504 TD Page: 1 of 1
07/16/2018 03:28:35 PM Receipt #: 18-5515
Rec Fee: \$0 Gila County Treasurers Office
Gila County, Az, Sadie Jo Bingham, Recorder



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

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **15 / 22** day of **JUNE , 2018** notice according to law was published in the **Payson Round-Up** , a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the **29 th** day of **JUNE, 2018**, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said **STATE OF ARIZONA** , the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER : **206-22-132**

ACCOUNT NUMBER: **R007990**

DESCRIBED AS :

THE SURFACE AND THE GROUND TO A DEPTH OF 40 FEET IMMEDIATELY BENEATH THE SURFACE OF THE FOLLOWING DESCRIBED PARCEL OF LAND;

LOTS 417 and 419, BLOCK 133, of INSPIRATION ADDITION TO THE ORIGINAL TOWNSITE OF MIAMI, according to Map No. 28, records of Gila County, Arizona.

IN WITNESS WHEREOF, I, **Debi Savage** , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **29 th** day of **JUNE, 2018** .

STATE OF ARIZONA
COUNTY OF GILA



Debi Savage
Treasurer of Gila County

This instrument was acknowledged before me this **16 th** day of **JULY, 2018** by **Debi 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.



MARGIE A. VELASQUEZ
Notary Public - State of Arizona
GILA COUNTY
My Commission Expires
April 28, 2019

Margie A. Velasquez
Notary Public

My Commission Expires: *April 28, 2019*

Deed to State 206-22-132

Off hwy 60 in Miami

Turn on to Reppy Ave, ^{past} passing turn to W
Arthur Street,

and W Rose Road

keep going to S. Ellwood Ave.

4 th structure in.

Concrete structure, walls, NO ROOF,
stairs from road to structure.

ds/mg 06-01-18

lien	\$ 874.78
fee	50.00
	<hr/>
	\$ 924.78

FORECLOSURE FOR DELINQUENT TAXES

206-22-132

reby given that STATE OF ARIZONA has applied for a Treasurer's
following described real property owned by : **JOHNSON BART**
E BART/ESTA, and situated in Gila County, Arizona :PARCEL #
ACCOUNT # **R007990**

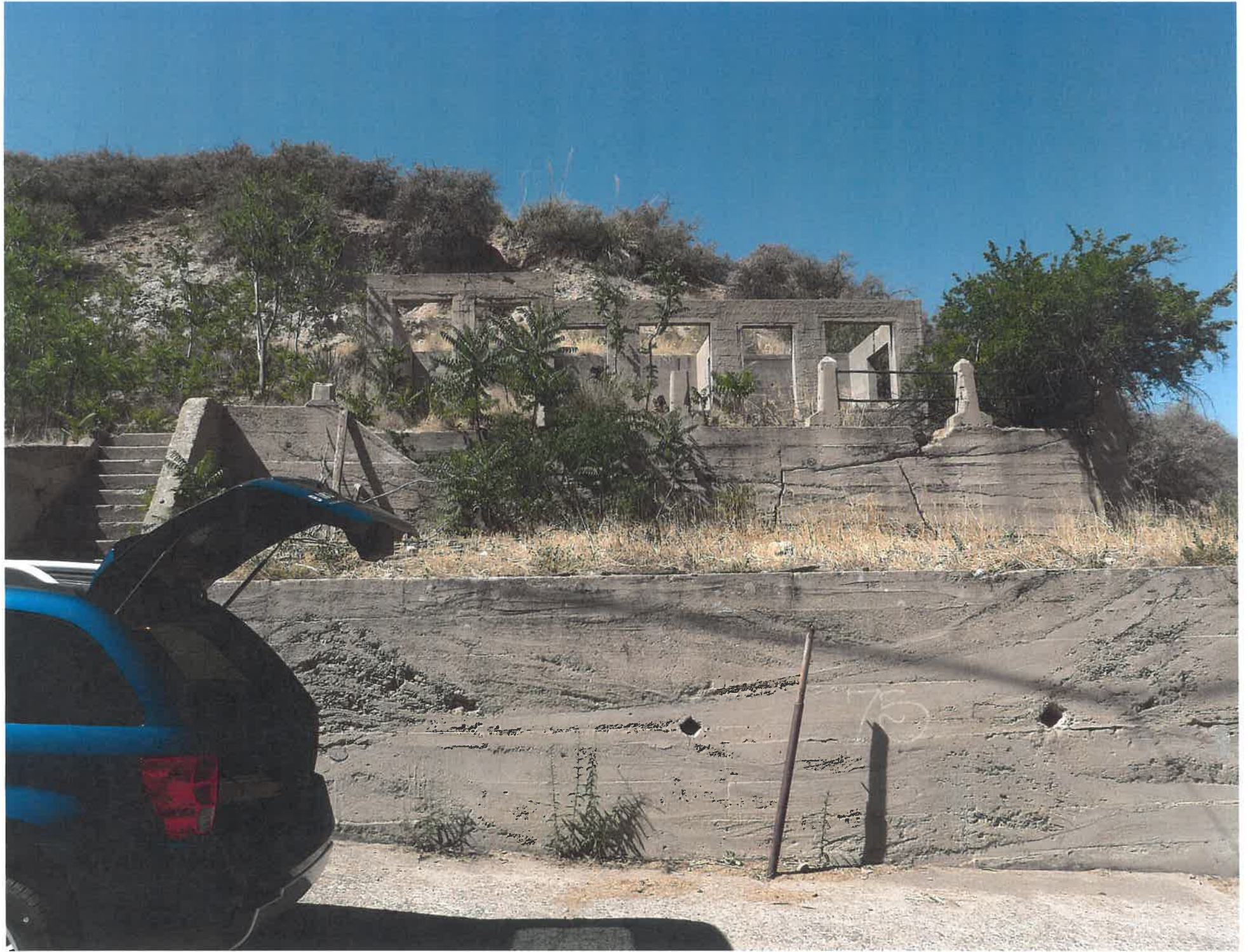
otion: **Township: 133 Range: 417 INSPIRATION ADD LOTS**
K 133

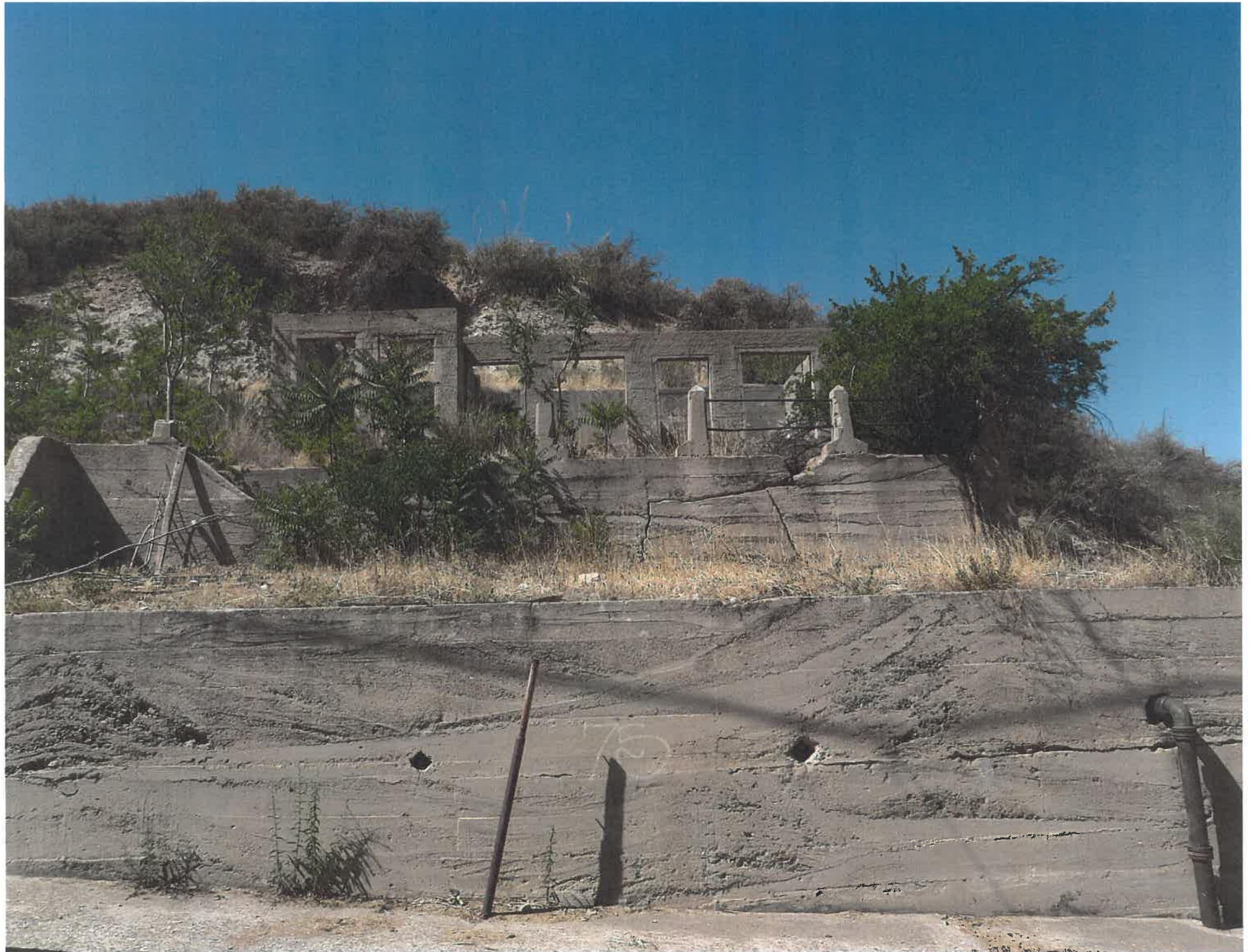
st day of February **2013** was sold to STATE OF ARIZONA
rest , penalties and charges amounting to ~~\$1,326.78~~ ^{874.78} as
n Tax Sale Certificate **13036690** If redemption according to law
before the **29** th day of **JUNE, 2018**.

aid premises unless the property is redeemed before the stated
er's Deed will be executed and delivered to the County Board of
ting on behalf of the State.

Debora Savage
Treasurer of
Gila County, Arizona









Search results

Parcel
206-22-132

Miami

PT SW 1/4 SW 1/4 SECTION 30
T1N R15E

206-22

3 of 3

CODE 4030

APR 17-17-18



206-22-132

INSPIRATION ADDITION
(TO THE ORIGINAL
TOWNSHIP OF MIAMI)
Gila County
Recorded Plat 28

GILA COUNTY ASSESSOR

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Acknowledgment of the re-election of a Correctional Officers Retirement Plan (CORP) Local Board for Dispatchers Member.

Background Information

Belinda Licano's term of office on the CORP Local Board for Gila County Sheriff's Office Dispatchers ended on December 31, 2017. This slot on the Local Board is elected by Plan members. An election to fill this vacancy was not held until August 2018 and the canvass of the election results were not presented to the Local Board until February 28, 2019, at which time the Local Board declared the election results as official. Ms. Licano was re-elected for another term beginning that date. The actual term of office began on January 1, 2018 and ends on December 31, 2021.

Evaluation

The Board of Supervisors (BOS) does not need to take an official action other than to "acknowledge" the re-election of Ms. Licano. This information is being presented for the BOS to have an accurate record of the membership of all boards, commissions and committee under the purview of the BOS.

Conclusion

By the Board acknowledging these elected Board members, there will be an up to date record of the current members who serve on the CORP Local Board for Dispatchers.

Recommendation

It is recommended that the Board of Supervisors acknowledge Belinda Licano being re-elected to the CORP Local Board for Dispatchers for a term of office which ends on December 31, 2021.

Suggested Motion

Acknowledgment of Belinda Licano being re-elected to the Correctional Officers Retirement Plan (CORP) Local Board of Directors for Gila County Sheriff's Office Dispatchers for the term of 2/28/19 through 12/31/21.

Attachments

CORP Local Board for S.O. Dispatchers

2-28-19 Minutes-CORP-Dispatchers

CORRECTIONAL OFFICERS RETIREMENT PLAN LOCAL BOARD OF DIRECTORS-
FOR GILA COUNTY SHERIFF'S OFFICE DISPATCHERS
(Approved by the BOS on 4/3/18)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Woody Cline (appointed by BOS as Chairman)	B	A (12/04/18)	-	01/01/17-12/31/20 BOS reviews appointment on a yearly basis.	01/01/17-12/31/20 Coincides with Supervisor's term.
David Lagunas-Chairman	B	A (04/03/18)	-	04/03/18-12/31/21	01/01/18-12/31/21
Darlene Younker – Citizen (appointed by BOS)	B	A (08/08/17)	-	08/08/17-12/31/19	01/01/16-12/31/19
Belinda Licano (elected by Plan members)	C	C (04/16/19)	1 year, 8 months	02/28/19-12/31/21	01/01/18-12/31/21
Yvette Baxley (elected by Plan members)	C	A (05/03/16)	-	04/07/16-12/31/19	01/01/16-12/31/19

¹ Appointment Information:

- A. Date of creation: August 16, 2004
- B. The powers and duties of the Local Board are outlined in A.R.S. §38-893.
- C. The Local Board is comprised of 5 members of which one member represents the Board of Supervisors (BOS) Chairman and is appointed by the BOS; 2 members represent "Citizens" and are appointed by the BOS; and 2 members are elected by secret ballot by those members of the CORP and who are employees of Gila County. The BOS "acknowledges" those 2 board member appointments.
- D. Per statute, terms of office are for 4 years, with terms staggered 2 years apart so that 1 Member's and 1 Citizen's term of office will end on the same date; and the other Member's and Citizen's term of office will end on the same date 2 years apart from the other Member and Citizen. Note: Some one-time adjustments will be made to the terms of incumbent and terms of office in order to align this board with statutory requirements.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

**CORRECTIONAL OFFICERS RETIREMENT PLAN (CORP)
LOCAL BOARD OF DIRECTORS
FOR GILA COUNTY SHERIFF'S OFFICE DISPATCHERS**

DAVID LAGUNAS Chairman	WOODY CLINE Chairman, Appt'd by BOS	DARLENE YOUNKER Citizen, Appt'd by BOS
YVETTE BAXLEY Plan Member (Elected)	VACANCY Plan Member (Elected)	
PATRICIA V. JOHNSON HR / Notary Public	JODI R. ROGERS Board Secretary	

MINUTES

10:00 am, Thursday, February 28, 2019
Gila County Sheriff's Office
Administration Building, Conference Room
1177 E. Monroe St., Globe, Az. 85501

REGULAR MEETING (ITEMS 1-3):

Chair Lagunas called the Correctional Officers Retirement Plan (CORP) Local Board of Directors for Gila County Sheriff's Office Dispatchers Meeting to order at 10:07 am on the 28th day of February, 2019, in the GCSO Admin Conference Room.

Chair Lagunas conducted a roll call of the Local Board's Voting Members, followed by a roll call of the Local Board's Non-Voting Members.

Voting Members

PRESENT: David Lagunas, Chairman; Supervisor Woody Cline, Chairman Appointed by the Board of Supervisors; Darlene Younker, Citizen (via tele-conference); and Dispatch Supervisor Yvette Baxley, Plan Member

ABSENT: Vacancy, Plan Member

Non-Voting Members:

PRESENT: Patricia V. Johnson, GCSO Human Resources and Notary Public; and Jodi R. Rogers, GCSO Administrative Bureau Supervisor and Local Board Secretary

DISCUSSION / ACTION / INFORMATION ITEMS:

4. *CORP Local Board Secretary Replacement*

Information Item: Chair Lagunas advised that as a result from the resignation of Amber Warden on January 3, 2016, who was the former GCSO Executive Administrative Assistant and CORP Local Board Secretary, the Local Board Secretary position became unmanned. At the May 5, 2016, Local Board of Directors Meeting, GCSO Records Clerk, Beverly Valenzuela, was asked and agreed to serve as the Interim Local Board Secretary until Ms. Warden's replacement was hired. GCSO hired Jodi R. Rogers as the Administrative Bureau Supervisor effective April 30, 2018 replacing Ms. Warden. Ms. Rogers assumes the role of CORP Local Board Secretary. Welcome!

**CORRECTIONAL OFFICERS RETIREMENT PLAN (CORP)
LOCAL BOARD OF DIRECTORS
FOR GILA COUNTY SHERIFF'S OFFICE DISPATCHERS**

5. *Resignation of CORP Dispatcher*

Information Item: Chair Lagunas advised that Dispatcher Stephanie D. Guerrero tendered her resignation effective February 11, 2019. Ms. Guerrero was a Dispatcher for the Gila County Sheriff's Office for over twelve years. The Board thanks her for her service and wishes her well in her future endeavors.

6. *Review / Approve Minutes for December 21, 2017 (10:35 am)*

Discussion / Action Item: Chair Lagunas advised that on February 8, 2019, at 3:51 pm, the Board Secretary emailed to the Local Board of Directors for their review, a copy of the Minutes from the CORP Local Board Meeting held on December 21, 2017 at 10:35 am. Chair Lagunas opened the floor for discussion, there being none, advised that he would entertain a Motion to accept as written the Minutes from the December 21, 2017 (10:35 am) CORP Local Board Meeting. Upon motion by Board Member Cline, seconded by Board Member Baxley, the Board unanimously approved, and Chair Lagunas announced that the Minutes from the December 21, 2017 (10:35 am) CORP Local Board Meeting are approved as written. Chair Lagunas directed the Board Secretary to submit an e-copy of the "Approved" Minutes to the Clerk of the Gila County Board of Supervisors and to submit a copy of the "Approved" Minutes to the Public Safety Retirement Board via Certified, Return Receipt Mail.

7. *Canvass 2018 Election Results for Member Vacancy and Declare Election Results: a) official; or b) not official.*

Discussion / Action Item: Chair Lagunas reminded the Local Board that this Board now has only three (3) active Members remaining, making this Board a maintenance Board. The three active Members were hired prior to November 25, 2009, as all Dispatchers hired since that date are enrolled in the Arizona State Retirement System.

Chair Lagunas advised the Board that on August 17, 2018, a Memo was issued to the eligible GCSO Dispatchers announcing the election to fill one vacancy (elected by Plan Members) on the CORP Local Board of Directors for Gila County Sheriff's Office Dispatchers. The election period was August 17 through the end of business August 27. The submitted votes were tallied and the newly elected Plan Member was Dispatcher Belinda Licano, who accepted the position, pending the CORP Local Board of Directors canvass of the election results and its declaration of them as official. The election results are as follows:

Member Name	No. of Votes Rcvd.	Percentage	Accepted/Declined
LICANO, Belinda	3	100%	Accepted
TOTAL	3	100%	

Chair Lagunas opened the floor for discussion, there being none, advised he would entertain a Motion that the Local Board of Directors canvassed the 2018 election results for Member Vacancy and declare the election results official. Upon motion by Board Member Cline, seconded by Board Member Baxley, the Board unanimously approved, and Chair Lagunas announced that the Local Board of Directors canvassed the 2018 election results for Member Vacancy and declared the election results official. Chair Lagunas welcomed Dispatcher Belinda Licano and thanked her for her past service as a previous Board Member, as well as for her future service as the newly elected Board Member. Further, Chair Lagunas directed the Board Secretary to provide Dispatcher Licano

**CORRECTIONAL OFFICERS RETIREMENT PLAN (CORP)
LOCAL BOARD OF DIRECTORS
FOR GILA COUNTY SHERIFF'S OFFICE DISPATCHERS**

the Loyalty Oath of Office for her review and signature, and the links to the Arizona Open Meeting Law materials from the Arizona Attorney General's Office and the Arizona Ombudsman's Office.

8. *Open Call to the Public*

Chair Lagunas announced an "Open Call to the Public." There was no public comment.

9. *Adjourn*

There being no further business to come before the Correctional Officers Retirement Plan (CORP) Local Board of Directors for Gila County Sheriff's Office Dispatchers, Chair Lagunas thanked the Voting and Non-Voting Board Members for their attendance and participation and adjourned the meeting at 10:13 am.

APPROVED:

David Lagunas, Chairman

ATTEST:

Jodi R. Rogers, Local Board Secretary

ARF-5422

Consent Agenda Item 5. F.

Regular BOS Meeting

Meeting Date: 04/16/2019

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Pinal Mountain Elks Lodge #2809 Special Event Liquor License Application for May 11, 2019.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This non-profit organization has properly completed the application and if the Board of Supervisors approves the application, the Pinal Mountain Elks Lodge #2809 will have used 2 days of the allowable 10 days to serve liquor at a special event in 2019.

Recommendation

The Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the DLLC for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Pinal Mountain Elks Lodge #2809 for an event to be held on May 11, 2019, at the Gila County Fairgrounds located in Globe.

Attachments

Pinal Mountain Elks - Application

Received 4/10/19



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

FOR DLLC USE ONLY

Received Date:

Job #:

CSR:

License #:

APPLICATION FOR SPECIAL EVENT LICENSE

Fees: \$25.00 per day for 1-10 days (consecutive) Cash Checks or Money Orders Only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event.

SECTION 1 Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Mercer Jullie Ann 12-30-52
Last First Middle Date of Birth
2. Applicant's mailing address: 1524 Country Lane, Miami AZ 85539
Street City State Zip
3. Applicant's home/cell phone: (928) 812-4854 Applicant's business phone: (928) 425-2161
4. Applicant's email address: julliemercer@yahoo.com

SECTION 2 Name of Organization, Candidate or Political Party/Gov.: Pinal Mtn. Elks Lodge #2809

SECTION 3 Non-Profit/IRS Tax Exempt Number: 86-0947792

SECTION 4 Event Location: Gila County Fairgrounds

Event Address: 900 E. Fairgrounds Road, Globe, AZ 85501

SECTION 5 Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>5-11-19</u>	<u>Saturday</u>		
DAY 2:				
DAY 3:				
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

SECTION 6 What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

4 Number of Police _____ Number of Security Personnel _____ ☐ Fencing ☒ Barriers

Explanation: There will be a security officer at each exit/entrance. The bar will be separating all liquor for purchase behind it. The bar stands 4'-5' tall.

SECTION 7 Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No
(If yes, Local Governing Body Signature not required)

Name of Business License Number Phone (Include Area Code)

SECTION 8 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- ☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☒ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

SECTION 9 What is the purpose of this event?

☒ On-site consumption ☐ Off-site (auction/wine/distilled spirits pull) ☐ Both

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event days have been issued to this organization during the calendar year? one
(The number cannot exceed 10 days per year.)

3. Is the Organization using the services of a Licensed Contractor?

☐ Yes ☒ No If yes, please provide the following: Name of Licensed Contractor: _____

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?

☐ Yes ☒ No If yes, please provide the following: Name of Licensee _____ License #: _____

5. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Pinal Mtn ELKS #2809 Percentage: 100%

Address _____

Name _____ Percentage: _____

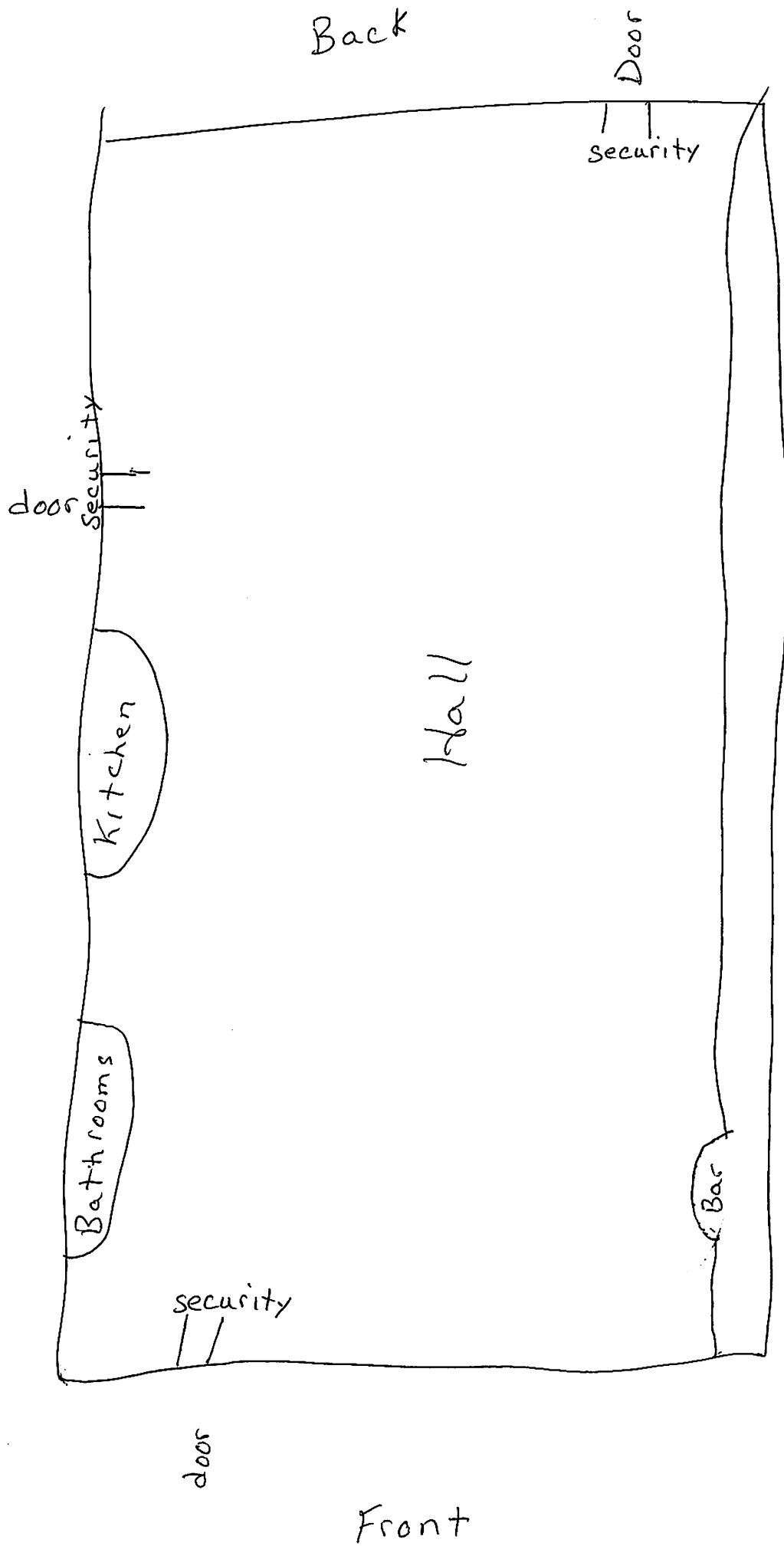
Address _____

Street

City

State

Zip



PLEASE PRINT NAME AND ADDRESS OF THE PERSON TO WHOM THIS NOTICE IS TO BE SENT

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY

NO ALCOHOLIC BEVERAGES WILL BE SOLD AT THE EVENT SITE. ALL ALCOHOLIC BEVERAGES MUST BE PURCHASED FROM A LICENSED VENDOR AT THE EVENT SITE.

IF YOU ARE A LICENSED VENDOR, PLEASE PRINT YOUR NAME AND ADDRESS. IF YOU ARE NOT A LICENSED VENDOR, PLEASE PRINT THE NAME AND ADDRESS OF THE LICENSED VENDOR TO WHOM YOU WOULD LIKE TO PURCHASE ALCOHOLIC BEVERAGES.

ATTACH DIAGRAM

IF THE EVENT IS TO BE HELD AT A LOCATION OTHER THAN THE ONE LISTED ABOVE, PLEASE PRINT THE LOCATION AND ADDRESS OF THE NEW LOCATION. IF THE EVENT IS TO BE HELD AT A LOCATION OTHER THAN THE ONE LISTED ABOVE, PLEASE PRINT THE LOCATION AND ADDRESS OF THE NEW LOCATION.

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LOCAL CO-ORDINATING BOARD

DATE RECEIVED

NAME OF VENDOR
ADDRESS
CITY
STATE
ZIP

DATE RECEIVED

NAME OF VENDOR

IF THE EVENT IS TO BE HELD AT A LOCATION OTHER THAN THE ONE LISTED ABOVE, PLEASE PRINT THE LOCATION AND ADDRESS OF THE NEW LOCATION.

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DATE RECEIVED

NAME OF VENDOR

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

SECTION 11 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

I, (Print Full Name) Jullie Ann Mercer, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: Jullie A. Mercer

LOCAL GOVERNING BOARD

Date Received: _____

I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(Government Official) (Title)

On behalf of _____, _____, _____, _____
(City, Town, County) Signature Date Phone

DLLC USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: ____/____/____

A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.

ARF-5416

Consent Agenda Item 5. G.

Regular BOS Meeting

Meeting Date: 04/16/2019

Reporting 4-2-19

Period:

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Marian Sheppard, Clerk of the Board

Information

Subject

April 2, 2019, Board of Supervisors' Meeting Minutes

Suggested Motion

Approval of the April 2, 2019, Board of Supervisors' meeting minutes.

Attachments

BOS 4-2-19 Minutes

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: April 2, 2019

TIM R. HUMPHREY
Chairman

MARIAN SHEPPARD
Clerk of the Board

WOODY CLINE
Vice-Chairman

By: Marian Sheppard

TOMMIE C. MARTIN
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tim R. Humphrey; Chairman (via ITV); Woody Cline, Vice-Chairman (via ITV); Tommie C. Martin, Member (via ITV); W. James Menlove, County Manager (via ITV); Jacque Sanders, Deputy County Manager, District Librarian; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Charles Shire, Deputy Gila County Attorney Senior-Civil (via ITV); Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE – INVOCATION

Chairman Humphrey called the regular session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Woody Cline led the Pledge of Allegiance and James Menlove delivered the invocation.

Item 2 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to adopt new values, vision statement and mission statement as part of the Gila County Strategic Plan.

Mary Springer, Finance Director, advised that the Leadership Team is comprised of County management, department heads and elected officials. The Team underwent the process to develop a new Gila County Strategic Plan in 2011, and a Strategic Planning Workshops Summary report was prepared by the strategic planning facilitator on June 7, 2011. She advised that the newly created Strategic Planning Team consists of employees from all levels of the County. On March 19, 2019, draft values, a vision statement and a mission statement were presented to the Board of Supervisors; this agenda item is for the Board to officially adopt them. Ms. Springer read aloud the list of values: accountable, integrity, innovation, respectful, safety and teamwork. She then read aloud the vision statement which states, "Gila County, the heart of Arizona: preserving our past and enriching our communities for future

generations.” Lastly, she read aloud the mission statement which states “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.” She introduced the Strategic Planning Team members who were present in Globe and Payson. Supervisor Martin commented that she liked the values, vision statement and mission statement as it was a good start toward the creation of an updated strategic plan, which should be viewed as a living document. Vice-Chairman Cline also commented that he wants the strategic plan to be a living document and that it should be reviewed every 2-3 years. As the team goes through the strategic planning process, Vice-Chairman Cline wanted assurance that any changes would be presented to the Board for approval, to which Ms. Springer agreed. Chairman Humphrey was pleased with the list of values, vision statement and mission statement that was presented and he expressed a desire that they will be communicated to all employees. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously adopted the values, vision statement and mission statement as presented.

B. Information/Discussion/Action to approve Professional Services Contract No. 031319 which replaces Contract No. 041718 with Arizona Planning and Paralegal Solutions to continue working with the Community Development Director on planning and zoning projects as needed for a maximum annual amount of \$78,000 effective April 15, 2019, through April 14, 2020, with the County having the sole option to renew the contract for three additional one-year periods.

Scott Buzan, Community Development Department Director, advised that on May 23, 2018, the County Manager approved Professional Services Contract No. 041718 with Arizona Planning and Paralegal Solutions to work with the Community Development Director on planning and zoning projects as needed. The contract maximum amount of \$46,800 equated to 20 working hours per week at \$45 per hour. A staff position was eliminated in favor of contracting for the services of a Planner. In late 2018, Mr. Buzan approached the County Manager about the need to update the Gila County Planning and Zoning Ordinance as it was last updated in 2014. It was decided that Michelle Dahlke of Arizona Planning and Paralegal Solutions has the expertise and the willingness to rewrite the Gila County Zoning Ordinance. To date, Ms. Dahlke has written drafts of 5 sections of the Planning and Zoning Ordinance and has reviewed zoning ordinances of 5 other counties. An additional 10 hours per week would be allocated specifically to the rewrite the Ordinance and completion is estimated to take 12+ months to the time it will be presented to the Board of Supervisors for adoption. At the request of Ms. Dahlke, Mr. Buzan conducted a market analysis using salaries of Senior Planners at 12 Arizona municipalities. After adjusting for a 30-hour work week and no benefits, Mr. Buzan calculated the average hourly rate of pay to be \$50 per hour. Mr. Buzan added that Ms. Dahlke has over 20 years of experience in this

field and she is well-qualified to rewrite the Ordinance. Supervisor Martin was pleased that Mr. Buzan conducted the market analysis. Vice-Chairman Cline complimented Ms. Dahlke's quality of work and Chairman Humphrey complimented Mr. Buzan on working to make his department a better place for employees and the public. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously approved Professional Services Contract No. 031319.

Information/Discussion/Action to approve Contract No. 022219 with Mountain Retreat Builders and Contract No. 022419 with Advantage Home Performance, Inc. in a not exceed amount of \$249,539 through April 1, 2020, to expedite the commencement of weatherization projects should either company be determined as the low bidder through the County's informal bid process for each weatherization project.

Malissa Buzan, Community Services Department Director, advised that she had been discussing with Ms. Springer the length of time it takes to approve contracts and move forward with projects. To streamline projects, Ms. Springer suggested to Ms. Buzan that contracts be put into place should either contractor be the winning bidder on a weatherization project. In this way, the contractor would only need to submit a purchase order to the Finance Department to begin a project. She added that these companies meet the certification requirements of the associated funding contracts. Ms. Buzan explained that the contractors would be required to submit a bid for each project through the County's informal bid process. She added that at present Mountain Retreat Builders and Advantage Home Performance, Inc. are the only qualified contractors to submit bids for weatherization projects; however, she continually is seeking out other contractors to place bids on projects. If another qualified contractor was the winning bidder, Vice-Chairman Cline asked Ms. Buzan if a similar contract would be presented to the Board for approval. Ms. Buzan replied that a new contract would be presented to the Board for approval, which was reiterated by the County Manager. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously approved Contract No. 022219 with Mountain Retreat Builders and Contract No. 022419 with Advantage Home Performance, Inc. as presented.

D. Information/Discussion/Action for the public sale of portions of Olive Street, Hobart Street and Maple Street, all on the Arlington Heights, Official Map No. 31 Gila County Records, Gila County, AZ, and adjacent to each bidder's respective property, as follows: \$859 from Mona Kerlock; \$103 from Glenda Estevane; \$13 from Patrick and Helen Medrano; \$169 from Carol Garcia; and \$52 from Elena Simion.

Steve Sanders, Public Works Department Director, advised that the subject roads have never been built due to the topography of the land which is steep

and on the side of a hill. He added that it is not economically feasible to build the roads. Mr. Sanders stated that in December 2018, the Board of Supervisors directed staff to begin the process to dispose of an unnecessary roadway being a portion of Olive Street, Hobart Street and Maple Street. Staff began the necessary notifications and public postings of the Board's decision. There are five (5) adjacent owners along the portions of Olive Street, Hobart Street and Maple Street. All landowners have been contacted and given the option to exercise preference rights before the proposed date of sale or appear at the public sale and submit a bid for the portion adjacent to their property. The bids meet the minimum requirement established by the current Gila County policy on abandonment of roadways in Gila County. Mr. Sanders advised that the Mr. and Mrs. Medrano and Ms. Garcia chose to not bid; however, Ms. Kerlock would like to purchase the property that was offered to them for the same amounts. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously accepted the following offers: \$859 from Mona Kerlock; \$103 from Glenda Estevane; \$13 from Ms. Kerlock for the portion of property previously offered to Patrick and Helen Medrano; \$169 from Ms. Kerlock for the portion of property previously offered to Carol Garcia; and \$52 from Elena Simion.

E. Information/Discussion/Action to accept a bid from Phillis Blake in the amount of \$387 for that alley situated between Lots 7-10, Block 17 and Lot 34, Block 20, Inspiration Townsite, Official Map No.39, Gila County Records.

Mr. Sanders advised that Ms. Blake owns property on both sides of the alley, so "it makes sense that she owns the alley in between." He added that in December 2018, the Board of Supervisors directed staff to begin the process to dispose of this unnecessary public alley. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously accepted a bid from Phillis Blake in the amount of \$387 for that alley situated between Lots 7-10, Block 17 and Lot 34, Block 20, Inspiration Townsite, Official Map No.39, Gila County Records.

F. Information/Discussion/Action to accept the application and petition to begin the process to vacate a portion of Holly Drive as shown on the map of White Oaks Glen Official Map No. 346, Gila County Records.

Mr. Sanders stated that the Public Works Department received an application and petition to begin the process to vacate Holly Drive as shown on the map of White Oaks Glen Official Map No. 346, Gila County Records. White Oaks Glen is in the community of Pine. White Oaks Glen was recorded in 1967. The portion of Holly Drive being considered for abandonment has been improved by Mr. Bennett. The road does not provide access to anyone other than the Bennetts and their family. Abandoning this road will not deny anyone access to their property.

Chairman Humphrey advised that Marilyn Bennett submitted a public participation form to address this agenda item. Mrs. Bennett thanked the Board for their work and “the sacrifices you make to support our community.” She advised that she was representing the petitioners of the Bennett family and Clark family, and the related entities holding title to the properties abutting the proposed abandonment of a portion of Holly Drive. She thanked County employees Clayton Johnson, Mark Guerena and Steve Sanders for taking the time to travel to the property, inspect it and make recommendations. She cited the reasons that the abandonment of this property should take place, as follows: it has no public use; it is a simple extension from the existing dead-end to the Bennett-related parcel; it will afford better public safety regarding the two private ponds in the area; it will deter local teens from using the area as their own personal drive-in for midnight drinking and partying; it has the approval of local authorities including a personal letter from the Chief of the Pine-Strawberry Fire Department; the local utility instruments will not be affected; it has received 100% approval from the affected neighbors since 2014 and continues to receive strong support; and the petitioners have maintained the property for decades. Chairman Humphrey advised that Tom Rafferty submitted a public participation form. Mr. Rafferty advised that he owns property adjacent to 75 Holly Drive and he asked for the Board’s support of this request. When Mr. Rafferty built his house 3 years ago as a general contractor, he said that it was a positive experience working with County staff. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously accepted the application and petition to begin the process to vacate a portion of Holly Drive as shown on the map of White Oaks Glen Official Map No. 346, Gila County Records.

G. Information/Discussion/Action regarding premium rates in the Arizona Local Government Employee Benefit Trust for Gila County's employee insurance and benefit plans to be effective as of July 1, 2019, as follows: Adopt Schedule A - Employee Insurance Contributions FY 2020 attached to this agenda item.

Jacque Sanders, Deputy County Manager, District Librarian, explained that in FY 2019, there was a 10% increase in health premiums, and the County and employees shared this increase, which resulted in an increase in premiums to employees of \$7 per month for employee coverage and \$34.60 per month for family coverage. For FY 2020, there is a 6% increase in premiums to cover the rising cost of claims to the Trust. The increase in premiums will be shared between the County and the employees to maintain the cost split percentages that are currently in place. This split in the cost will mean that employee premiums will increase \$6 per month for employee coverage and \$19.20 per month for family coverage. The County portion of employee premiums will increase \$29.15 per month for employee coverage and \$60.50 per month for family coverage. Other coverage changes are as follows: 1) Decrease in the

Teledoc copay from \$25 to \$10; and 2) dental and vision coverage for dependents increasing up to age 26 (matching medical coverage age limits). There won't be any changes in deductibles or medical and prescription co-pays. Ms. Sanders advised that currently Gilsbar is the third-party administrator for the Trust; however, the Trust recently selected Ameribend to be its third-party administrator, so employees will be receiving new insurance cards. She added that Schedule A attached to this agenda item outlines all the health benefits and associated changes. Each Supervisor complimented the work being done by the Trust to ensure the best insurance rates and they also thanked Ms. Sanders for her efforts. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously adopted the premium rates in the Arizona Local Government Employee Benefit Trust for Gila County's employee insurance and benefit plans to be effective as of July 1, 2019, that is outlined in Schedule A - Employee Insurance Contributions FY 2020 attached to this agenda item.

H. Information/Discussion/Action to adopt Proclamation No. 2019-01 proclaiming April 2019 as National County Government Month in Gila County with this year's theme of "Connecting the Unconnected" and to encourage all county officials, employees, schools and residents to participate in county government celebration activities.

Mr. Menlove stated that April is National County Government Month and it is an opportunity to raise public awareness about county services, programs and responsibilities. National County Government Month is sponsored by the National Association of Counties (NACo). He complimented Sherry Grice, Management Associate, for coordinating events that are taking place throughout the County and for decorating the Board of Supervisors' hearing room and other areas of the Gila County Courthouse. Supervisor Martin inquired if the County events were advertised in the newspapers to which Ms. Grice affirmed they were. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously adopted Proclamation No. 2019-01. **(A copy of the Proclamation is on file in the Board of Supervisors' Office and attached to the minutes.)**

Chairman Humphrey asked for a motion to convene as the Library District Board of Directors (BOD) to address the following agenda item. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously adjourned as the Board of Supervisors and convened as the Gila County Library District BOD.

**I. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)
Information/Discussion/Action to adopt Policy No. LBD-001-Gila County Library District Computing and Communication Technology. (Motion to**

adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Ms. Sanders advised that this computer policy has been developed to address the changes in technology and potential security threats that impacts the Library District and the eight affiliate public libraries the District serves. Library technology security is distinctive from security in other organizations or businesses because computer access is provided to the public, and there is also a need to protect computers from the public. Best practices for libraries include proper use and protection of resources, networks and equipment of which have been implemented into the policy. This applies to all staff and volunteer work stations and the network. The Library District provides network connectivity and equipment for the public libraries, and the policy will provide the needed protection of the County's resources. Ms. Sanders added that the District and eight affiliate libraries have been following these practices for quite some time. Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously adopted Policy No. LBD-001-*Gila County Library District Computing and Communication Technology*. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously adjourned as the Library District BOD and reconvened as the Board of Supervisors.

Chairman Humphrey advised that Consent Agenda item number 4B needs to be moved to the regular agenda for discussion and action. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously moved Consent Agenda item number 4B to the regular agenda.

4B. Approval of Amendment No. 1 to Contract No. 111518-2 with Tate's Auto Center-Holbrook for the purchase one (1) new Ford F150 full size, half-ton, 4x4, crew cab pickup truck to extend the contract to June 1, 2019, to allow for completion of the required upfitting of the vehicle.

Ms. Springer advised that it was recently learned that Tate's Auto Center-Holbrook has filed Chapter 11, which is a chapter of Title 11 of the United States Bankruptcy Code that permits reorganization under the bankruptcy laws of the United States, and the company has other legal issues. As a result, Tate Auto Center's bid to provide work listed under proposed Amendment No. 1 becomes null and void. Ms. Springer recommended that the work outlined in Amendment No. 1 should be awarded to the second lowest bidder, which is McSpadden Ford. Mr. Menlove stated that the Board could not take an action to award a contract to McSpadden Ford under this agenda item; however, a new contract will be presented to the Board for approval at a later date. Upon motion by Supervisor Martin, seconded by Vice-Chairman Cline, the Board unanimously voted to not approve Amendment No. to Contract No. 111518-2.

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

A. Authorization of the Chairman's signature on the Civil Rights Certification (form HUD-50077-CR), which will be submitted to the U.S. Department of Housing and Urban Development by the Gila County Public Housing Authority (PHA) as it relates to the 5-Year/Annual PHA Plan for the Gila County PHA for fiscal year 2019.

~~B. Approval of Amendment No. 1 to Contract No. 111518-2 with Tate's Auto Center-Holbrook for the purchase one (1) new Ford F150 full size, half-ton, 4x4, crew cab pickup truck to extend the contract to June 1, 2019, to allow for completion of the required upfitting of the vehicle.~~ This agenda item was moved to the regular agenda for discussion and action (see above) before the Consent Agenda was addressed.

C. Approval of revised Public Works Department Policy - Commercial Driver License (CDL) Expenses to change the format of the policy; and change the policy number from RM 09-02 to PWS-003.

D. Ratification of the Board of Supervisors' approval of a Special Event Liquor License Application submitted by Pinal Mountain Elks Lodge #2809 to serve liquor at a wedding reception that was held on March 30, 2019.

E. Approval of the March 12, 2019, March 19, 2019, and March 25, 2019, Board of Supervisors' meeting minutes.

F. Acknowledgment of the Human Resources reports for the weeks of March 5, 2019, March 12, 2019, March 19, 2019, and March 26, 2019.

MARCH 5, 2019

NEW HIRES:

1. David Staten – Probation – Deputy Probation Officer II – 03/11/19 – Adult Intensive Probation Supervision Fund – Replacing Lisa Foster

END PROBATIONARY PERIOD:

2. Virgilio Dodd – Sheriff's Office – Deputy Sheriff Lt. – 04/16/19 – General Fund

3. Dan Rodriguez – Globe Constable's Office – Deputy Constable (.50) – 03/04/19 – General Fund

DEPARTMENTAL TRANSFERS:

4. Steven Seaman – Public Works – From Road Maintenance and Equipment Operator Senior – To Public Works Roads Supervisor – 03/18/19 – Public Works Fund – Replacing Allen Oswalt

OTHER ACTIONS:

- 5. Jennifer Hicklin – Health and Emergency Services – Environmental Health Specialist – 12/26/18 – From Health Service (.70)/PHEP (.30) Funds – To Health Service Fund – Change of fund code
- 6. Joshua Beck – Health and Emergency Services – EM/PHEP Manager – 02/18/19 – Various Funds – Change of fund codes
- 7. Elliana Cabrera – Sheriff's Office – From Deputy Sheriff – To Deputy Sheriff Task Force Detective – 03/04/19 – From General Fund – To Drug Gang Violent Crim Fund – Temporary assignment
- 8. Robert Deck – Probation – From Deputy Probation Officer I – To Deputy Probation Officer II – 03/06/19 – General Fund – Obtained level 2 certification
- 9. Donald Engler – Sheriff's Office – Deputy Sheriff Sgt. – 04/16/19 – General Fund – Extending probationary period an additional three months

REQUEST TO POST:

- 10. Public Works – Road Maintenance and Equipment Operator Senior – Vacated by John Digman and Steve Seaman
- 11. Recorder's Office – Recorder's Clerk – Vacated by Katie Judd

MARCH 12, 2019

DEPARTURES:

- 1. Rubin Mays – Sheriff's Office – Detention Officer – 03/15/19 – General Fund – DOH 12/14/15

NEW HIRES:

- 2. Timothy Moore – Sheriff's Office – Detention Officer – 03/18/19 – General Fund – Replacing Maria Lechuga
- 3. Tashina Swift – Library District – Early Literacy Program Coordinator – 03/18/19 – Library District Grants Fund – Replacing Kateri Thompson
- 4. Jacqueline Tobin – Health and Emergency Services – Breastfeeding Peer Counselor (.375) – 03/18/19 – WIC Fund – Replacing Rachel Cliburn

END PROBATIONARY PERIOD:

- 5. Kevin Steveson – Public Works – Recycling and Landfill Equipment Operator Senior – 03/24/19 – Recycling and Landfill Management Fund

OTHER ACTIONS:

- 6. Brandon Allinson – Community Services - Temporary Community Services Worker – 03/01/19 – From GEST Fund – To Supplemental Nutrition Assistance Program Fund – Change of fund code

REQUEST TO POST:

7. Public Works – Building Maintenance Technician – Vacated by Justin McClelland

MARCH 19, 2019

DEPARTURES:

1. Patrick Turney – Public Works – Recycling and Landfill Equipment Operator – 03/13/19 – Recycling and Landfill Management Fund – DOH 03/05/19
2. Robert Gould – Community Development – Temporary Planner – 05/24/18 – General Fund – DOH 01/04/16
3. John Nelson – Board of Supervisors – Temporary Advisor to County Manager – 07/23/17 – General Fund – DOH 01/10/17
4. Elizabeth Nordquist – Community Development – Permit Technician – 03/18/19 – General Fund – DOH 10/23/17

NEW HIRES:

5. Jacob Gardner – Community Services – Continuum of Care Coordinator – 03/18/19 – Housing/Community Services/HAP Gila Budgetary Fund – Special project for the COC Local Coalition

END PROBATIONARY PERIOD:

6. Katie Judd – Recorder's Office – Voter Registration Coordinator – 03/18/19 – General Fund
7. Candice Carbajal – Sheriff's Office – 911 Dispatcher – 03/26/19 – General Fund
8. Linda Hom – Sheriff's Office – Detention Officer – 03/26/19 – General Fund
9. Saban Mata – Sheriff's Office – Detention Officer – 03/26/19 – General Fund
10. Chrystelle Crick – Clerk of Superior Court – Court Clerk – 03/11/19 – General Fund
11. Mary Springer – Finance – Finance Director – 09/26/18 – General Fund

OTHER ACTIONS:

12. Tucker Kilbourne – Sheriff's Office – From Deputy Sheriff – To Deputy Sheriff Detective - 03/18/19 – General Fund – Special assignment
13. Rubin Mays – Sheriff's Office – Detention Officer – 03/22/19 – General Fund – Changing resignation date from 03/15/19 to 03/22/19

REQUEST TO POST:

14. Community Development – Permit Technician – Vacated by Elizabeth Nordquist
15. Public Works – Recycling and Landfill Equipment Operator – Vacated by Patrick Turney

MARCH 26, 2019

DEPARTURES:

1. John Johnson – Public Works – Custodian – 03/29/19 – Facilities Management Fund – DOH 10/15/18
2. Donald Voakes – Community Development – Temporary Hearing Officer – 04/29/18 – General Fund – DOH 01/20/15
3. Jade Kaufman – Community Development – Code Compliance Specialist – 05/03/19 – General Fund – DOH 04/27/15
4. Bethany Cheney – Health and Emergency Services – Community Health Policy Analyst – 04/12/19 – SNAP Education Fund – DOH 10/07/13
5. Victoria Garcia – Sheriff's Office – Detention Officer – 05/01/19 – General Fund – DOH 04/13/09

NEW HIRES:

6. Kristina Hernandez – Sheriff's Office – 911 Dispatcher – 04/01/19 – General Fund – Replacing Adriean Evans
7. Courtney White – Sheriff's Office – Deputy Sheriff – 04/01/19 – General Fund – Replacing Jay Valenzuela
8. Linda Robertson – Health and Emergency Services – Public Health Nurse – 04/01/19 – Immunization (.95)/Family Planning (.05) Funds – Replacing Michele Middleton
9. Donald Garvin – Payson Justice Court – Judge Pro Tempore – 03/12/19 – General Fund – Replacing Charles Adornetto

END PROBATIONARY PERIOD:

10. Bianca Melford – Health and Emergency Services – Administrative Clerk Senior – 03/04/19 – Health Service Fund

OTHER ACTIONS:

11. Sharon Listiak – Health and Emergency Services – PHEP Coordinator – 04/01/19 – From PHEP Fund – To Population Health Initiative (.70)/PHEP (.30) Funds – Change in fund code

REQUEST TO POST:

12. Public Works – Custodian – Vacated by John Johnson
13. Community Development – Code Enforcement Specialist – Vacated by Jade Kaufman

G. Acknowledgment of the February 2019 monthly activity report submitted by the Clerk of the Superior Court

H. Acknowledgment of the February 2019 monthly activity report submitted by the Recorder's Office.

I. Acknowledgment of the February 2019 monthly activity report submitted by the Globe Regional Constable's Office.

J. Acknowledgment of the February 2019 monthly activity report submitted by the Payson Regional Constable's Office

K. Acknowledgement of the February 2019 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

L. Acknowledgment of the February 2019 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Upon motion by Vice-Chairman Cline, seconded by Supervisor Martin, the Board unanimously approved Consent Agenda action items 3A through 3L with the exception of 3B.

Item 4 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

No comments were provided by the public.

Item 5 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Each Board member, County Manager and Deputy County Manager presented a summary of current events.

Item 6 – WORK SESSION ITEMS:

A. Information/Discussion of FY 2020 County budget priorities and FY 2019 County financial status review.

Highlights of Ms. Springer's presentation are as follows:

Personnel

- **No new General Fund positions.** A new employee with a \$40,000 annual salary will have a total employment cost to the County of

approximately \$60,000. Five new employees would consequently cost the General Fund \$300,000.

- **Declining or elimination of Special Revenue Funding.** The General Fund cannot absorb special revenue funded positions. Such positions will be eliminated from the budget.
- **Proposed Salary Increases.** The national Consumer Price Index was a 1.9% inflation rate for 2018. A 1.9% salary increase, along with an applicable pay grade increase, to be effective the first full pay period in July 2019. A new performance appraisal system will be in effect for calendar year 2019. An average 2% salary increase included in the budget to be effective the first full pay period in January 2020. Cost of these adjustments is approximately \$600,000.
- **Health Insurance.** There is an approximately 6% increase in employee health insurance premiums. The 6% increase will be divided proportionally between the County cost and the employee cost.
- **Retirement contributions.** There will be small adjustment to the various retirement system contribution rates for fiscal year 2019-20.

Operating Expenses

- **Operating expenses to remain flat.** Should the proposed salary increases be implemented operating cost must not increase to achieve a balanced budget. Special Revenue Fund operating budgets will be adjusted based on the level of applicable funding.

Capital Investment

- **Five-year capital plan.** A five-year capital plan will be implemented based on actual needs and available resources. Capital investment categories are as follows.
 - Machinery & equipment
 - Technology
 - Vehicles
 - Facilities & facility maintenance
 - Public Works – heavy duty machinery, equipment and vehicles
 - Infrastructure
 - Water & wastewater
 - Roads & bridges
 - Technology including broadband
 - List of potential long-term capital requirements

Throughout the presentation, Ms. Springer answered questions of the Board members. Vice-Chairman Cline requested Ms. Springer to provide the Board with these financial updates on a regular basis to which Ms. Springer agreed. Ms. Springer advised that after this meeting, the Finance Department will send out position control sheets to each department and elected office. The Board thanked Ms. Springer for the presentation.

There being no further business to come before the Board of Supervisors,
Chairman Humphrey adjourned the meeting at 11:32 a.m.

APPROVED:

Tim R. Humphrey, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-5402

Consent Agenda Item 5. H.

Regular BOS Meeting

Meeting Date: 04/16/2019

Reporting Period: March 1, 2019 - March 31, 2019

Submitted For: Amber Warden, Accounting Manager

Submitted By: Amber Warden, Accounting Manager

Information

Subject

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

Suggested Motion

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

Attachments

FR-03-01-19 to 03-31-19

FR-03-01-19 to 03-31-19 Voids

Payment Register

From Payment Date: 3/1/2019 - To Payment Date: 3/31/2019

Number	Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable				
<u>Check</u>				
295497	03/01/2019	Accounts Payable	Becker, Gregory, Troy	\$244.50
295498	03/01/2019	Accounts Payable	C&M Communications LLC	\$4,835.00
295499	03/01/2019	Accounts Payable	Castaneda, Joseph	\$20.00
295500	03/01/2019	Accounts Payable	CenturyLink	\$698.10
295501	03/01/2019	Accounts Payable	Credit Card Revolving Fund	\$42,866.66
295502	03/01/2019	Accounts Payable	DIESEL DIRECT WEST INC	\$52,044.98
295503	03/01/2019	Accounts Payable	Earth Mover Tire Sales, Inc.	\$112.50
295504	03/01/2019	Accounts Payable	ENGLER, DONALD, BRYAN	\$100.00
295505	03/01/2019	Accounts Payable	Freightliner of Arizona, LLC	\$97.05
295506	03/01/2019	Accounts Payable	Guild Health Consulting LLC	\$21,500.00
295507	03/01/2019	Accounts Payable	HICKLIN, JENNIFER	\$28.05
295508	03/01/2019	Accounts Payable	HonorHealth	\$760.00
295509	03/01/2019	Accounts Payable	Horn, Paula, M	\$200.00
295510	03/01/2019	Accounts Payable	Investigative Research, Inc.	\$9,576.30
295511	03/01/2019	Accounts Payable	J&S Towing & Associates, LLC	\$170.00
295512	03/01/2019	Accounts Payable	JCG Technologies, Inc	\$4,264.87
295513	03/01/2019	Accounts Payable	JR HOLMES BACKFLOW	\$300.00
295514	03/01/2019	Accounts Payable	KS StateBank	\$434.18
295515	03/01/2019	Accounts Payable	Listiak, Sharon, K	\$213.16
295516	03/01/2019	Accounts Payable	Newman, William, D	\$86.98
295517	03/01/2019	Accounts Payable	North Country HealthCare, Inc.	\$245.89
295518	03/01/2019	Accounts Payable	OASIS PRINT SERVICES	\$27.12
295519	03/04/2019	Accounts Payable	ADW COMMUNICATIONS SERVICES	\$24,323.29
295520	03/04/2019	Accounts Payable	ALLIANT GAS LLC	\$3,476.73
295521	03/04/2019	Accounts Payable	ALVAREZ, ALFONZO	\$121.93
295522	03/04/2019	Accounts Payable	AMERICAN PROBATION AND PAROLE	\$300.00
295523	03/04/2019	Accounts Payable	Arizona Department of Revenue	\$954.07
295524	03/04/2019	Accounts Payable	ARIZONA LOCAL GOVERNMENT	\$453,231.65
295525	03/04/2019	Accounts Payable	ARIZONA PUBLIC SERVICE	\$38,616.79
295526	03/04/2019	Accounts Payable	ARIZONA STATE PRISON GLOBE	\$210.00

Payment Register

From Payment Date: 3/1/2019 - To Payment Date: 3/31/2019

295527	03/04/2019	Accounts Payable	ARIZONA WATER COMPANY	\$1,585.72
295528	03/04/2019	Accounts Payable	ARMSTRONG, STEPHEN	\$223.19
295529	03/04/2019	Accounts Payable	AT&T	\$47.57
295530	03/04/2019	Accounts Payable	Bernays, Michael, B	\$7,673.00
295531	03/04/2019	Accounts Payable	Byrum, Susan, K	\$375.00
295532	03/04/2019	Accounts Payable	Cable One	\$577.17
295533	03/04/2019	Accounts Payable	CenturyLink	\$123.00
295534	03/04/2019	Accounts Payable	CenturyLink Business Services	\$2,551.91
295535	03/04/2019	Accounts Payable	Cintas First Aid & Safety	\$3,250.82
295536	03/04/2019	Accounts Payable	CNS Business Forms, Inc.	\$1,098.54
295537	03/04/2019	Accounts Payable	Cobre Valley Regional Medical Center	\$5,420.22
295538	03/04/2019	Accounts Payable	Cook, Janice , L	\$215.00
295539	03/04/2019	Accounts Payable	Credit Card Revolving Fund	\$36,631.33
295540	03/04/2019	Accounts Payable	CRM of America LLC	\$1,492.10
295541	03/04/2019	Accounts Payable	Crooked Sky Works	\$240.00
295542	03/04/2019	Accounts Payable	DIESEL DIRECT WEST INC	\$7,889.69
295543	03/04/2019	Accounts Payable	Earth Mover Tire Sales, Inc.	\$316.03
295544	03/04/2019	Accounts Payable	Empire Machinery	\$3,201.46
295545	03/04/2019	Accounts Payable	Fabok, Glinda, S	\$859.70
295546	03/04/2019	Accounts Payable	Four Peaks Towing	\$746.00
295547	03/04/2019	Accounts Payable	Freelance Litigation Solutions	\$2,700.85
295548	03/04/2019	Accounts Payable	Geiser, Raymond	\$10,905.77
295549	03/04/2019	Accounts Payable	Gila County Government	\$278.57
295550	03/04/2019	Accounts Payable	Gila County Government	\$43.94
295551	03/04/2019	Accounts Payable	Gila County Government	\$36.14
295552	03/04/2019	Accounts Payable	GreatAmerica Leasing Corporation	\$263.19
295553	03/04/2019	Accounts Payable	Griffin's Propane	\$273.07
295554	03/04/2019	Accounts Payable	GRIFFITH MORTUARY	\$550.00
295555	03/04/2019	Accounts Payable	HENAGER LAW FIRM PLLC	\$6,691.51
295556	03/04/2019	Accounts Payable	HLP, Inc.	\$14.00
295557	03/04/2019	Accounts Payable	Humane Society of Central Arizona	\$3,208.33
295558	03/04/2019	Accounts Payable	JaLin Enterprises Inc.	\$1,195.77
295559	03/04/2019	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$140.16

Payment Register

From Payment Date: 3/1/2019 - To Payment Date: 3/31/2019

295560	03/04/2019	Accounts Payable	Konica Minolta Business Solutions	\$662.16
295561	03/04/2019	Accounts Payable	U.S. A. Inc. Laboratory Corporation of America	\$259.00
295562	03/04/2019	Accounts Payable	Laboratory Corporation of America	\$88.59
295563	03/04/2019	Accounts Payable	Law Office of John S. Perlman, LLC	\$897.00
295564	03/04/2019	Accounts Payable	Maxim Staffing Solutions	\$4,400.00
295565	03/04/2019	Accounts Payable	MCI Communication Services, Inc.	\$34.41
295566	03/04/2019	Accounts Payable	Menlove , James	\$198.90
295567	03/04/2019	Accounts Payable	Messinger Payson Funeral Home, Inc.	\$410.00
295568	03/04/2019	Accounts Payable	MILLER III, PALMER, ROLLIN	\$2,544.41
295569	03/04/2019	Accounts Payable	Nan McKay & Associates, Inc.	\$20.00
295570	03/04/2019	Accounts Payable	Norchem Drug Testing	\$1,362.10
295571	03/04/2019	Accounts Payable	Norchem Drug Testing Laboratory &	\$408.60
295572	03/04/2019	Accounts Payable	Goodpastor Health Office Depot	\$446.83
295573	03/04/2019	Accounts Payable	Old Main Storage	\$90.59
295574	03/04/2019	Accounts Payable	Ortiz, P.C., Anna , C.	\$8,375.00
295575	03/04/2019	Accounts Payable	PARKER, KYLE	\$175.00
295576	03/04/2019	Accounts Payable	PINNACLE PREVENTION	\$15,000.00
295577	03/04/2019	Accounts Payable	PIONEER TITLE AGENCY INC	\$125.00
295578	03/04/2019	Accounts Payable	POWELL, TERRI, L	\$178.51
295579	03/04/2019	Accounts Payable	RIM COMMUNICATIONS	\$1,283.00
295580	03/04/2019	Accounts Payable	RIPPLE, DENICE	\$853.60
295581	03/04/2019	Accounts Payable	Samaritan Veterinary Center	\$508.00
295582	03/04/2019	Accounts Payable	SANTIAGO COPPER COUNTRY	\$366.00
295583	03/04/2019	Accounts Payable	SERVICE PLUS INC	\$320.25
295584	03/04/2019	Accounts Payable	SOUTHWEST GAS	\$3,486.41
295585	03/04/2019	Accounts Payable	SOUTHWEST GAS	\$262.41
295586	03/04/2019	Accounts Payable	SPARKLETTS	\$1,028.50
295587	03/04/2019	Accounts Payable	SPOK INC	\$15.42
295588	03/04/2019	Accounts Payable	STANDIFIRD, BARRY	\$9,582.05
295589	03/04/2019	Accounts Payable	State of Arizona	\$2,065.00
295590	03/04/2019	Accounts Payable	Tri-City Fire District	\$1,319.60
295591	03/04/2019	Accounts Payable	UNIFIRST CORPORATION	\$137.48
295592	03/04/2019	Accounts Payable	Universal Police Supply Co.	\$268.13

Payment Register

From Payment Date: 3/1/2019 - To Payment Date: 3/31/2019

295593	03/04/2019	Accounts Payable	VAN DOREN PHD PLLC, JON	\$5,000.00
295594	03/04/2019	Accounts Payable	VERIZON WIRELESS	\$18,790.93
295595	03/04/2019	Accounts Payable	Waters Sparkletts of Payson	\$60.00
295596	03/04/2019	Accounts Payable	WEST DIRECT OIL LLC	\$1,567.31
295597	03/04/2019	Accounts Payable	WEST FRONTIER APTS	\$300.00
295598	03/04/2019	Accounts Payable	WEST PAYMENT CENTER	\$349.11
295599	03/04/2019	Accounts Payable	WESTERN REPROGRAPHICS LLC	\$45.94
295600	03/04/2019	Accounts Payable	Yavapai County Government	\$15,100.00
295602	03/05/2019	Accounts Payable	USDA FOREST SERVICE	\$21,473.95
295604	03/08/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$5,119.83
295605	03/08/2019	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	\$348.86
295606	03/08/2019	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$219,861.76
295607	03/08/2019	Accounts Payable	ARIZONA STATE RETIREMENT	\$167,761.04
295608	03/08/2019	Accounts Payable	AZCOPS	\$27.00
295609	03/08/2019	Accounts Payable	COLONIAL SUPPLEMENTAL	\$6,130.03
295610	03/08/2019	Accounts Payable	CORP - AOC	\$17,108.34
295611	03/08/2019	Accounts Payable	CORP - DISPATCHER	\$2,752.10
295612	03/08/2019	Accounts Payable	CORRECTIONS OFFICER	\$17,883.35
295613	03/08/2019	Accounts Payable	DEBT MANAGEMENT SERVICES	\$103.26
295614	03/08/2019	Accounts Payable	ELECTED OFFICIALS DEFINED	\$18.72
295615	03/08/2019	Accounts Payable	ELECTED OFFICIALS RETIREMENT	\$18,282.79
295616	03/08/2019	Accounts Payable	ERF LEGACY	\$7,880.30
295617	03/08/2019	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
295618	03/08/2019	Accounts Payable	GILSBAR FSA	\$902.68
295619	03/08/2019	Accounts Payable	GILSBAR HSA	\$2,004.16
295620	03/08/2019	Accounts Payable	HAMMERMAN & HULTGREN P.C.	\$171.38
295621	03/08/2019	Accounts Payable	JP MORGAN CHASE DOR	\$27,625.14
295622	03/08/2019	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$70,788.12
295623	03/08/2019	Accounts Payable	JP MORGAN CHASE FICA EE	\$59,129.36
295624	03/08/2019	Accounts Payable	JP MORGAN CHASE FICA ER	\$59,129.36
295625	03/08/2019	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$13,904.82
295626	03/08/2019	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$13,904.82
295627	03/08/2019	Accounts Payable	METLIFE	\$340.00

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295628	03/08/2019	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
295629	03/08/2019	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$5,659.50
295630	03/08/2019	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$2,105.09
295631	03/08/2019	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$402.50
295632	03/08/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$63,718.66
295633	03/08/2019	Accounts Payable	SECURITY BENEFIT GROUP	\$1,180.00
295634	03/08/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,156.56
295635	03/08/2019	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	\$143.12
295636	03/08/2019	Accounts Payable	UNITED STATES TREASURY	\$50.00
295637	03/08/2019	Accounts Payable	WADDELL & REED	\$789.50
295638	03/11/2019	Accounts Payable	Banner - University Medical Group	\$625.00
295640	03/11/2019	Accounts Payable	Byrum, Susan, K	\$375.00
295641	03/11/2019	Accounts Payable	CenturyLink	\$813.36
295642	03/11/2019	Accounts Payable	Chambers, Bryan, B	\$82.62
295643	03/11/2019	Accounts Payable	Cintas First Aid & Safety	\$478.82
295644	03/11/2019	Accounts Payable	City of Globe	\$7,704.07
295645	03/11/2019	Accounts Payable	COMMERCIAL CARD SOLUTIONS	\$179,837.67
295646	03/11/2019	Accounts Payable	Copper State Sanitation	\$600.00
295647	03/11/2019	Accounts Payable	Credit Card Revolving Fund	\$16,047.24
295648	03/11/2019	Accounts Payable	Crooked Sky Works	\$240.00
295649	03/11/2019	Accounts Payable	Dease, Iona	\$900.00
295650	03/11/2019	Accounts Payable	Dell Marketing LP	\$1,195.15
295651	03/11/2019	Accounts Payable	DIESEL DIRECT WEST INC	\$8,276.69
295652	03/11/2019	Accounts Payable	DJ's Companies, Inc.	\$106.60
295653	03/11/2019	Accounts Payable	Empire Machinery	\$2,811.14
295654	03/11/2019	Accounts Payable	Experian	\$32.00
295655	03/11/2019	Accounts Payable	Fabok, Glinda, S	\$449.15
295656	03/11/2019	Accounts Payable	Federico, Joseph	\$8.00
295657	03/11/2019	Accounts Payable	FedEx	\$68.47
295658	03/11/2019	Accounts Payable	Fischione, Mark, A	\$19,525.00
295659	03/11/2019	Accounts Payable	France , John, R	\$520.00
295660	03/11/2019	Accounts Payable	Freeman, Michael, L.	\$6,454.00
295661	03/11/2019	Accounts Payable	Friends of Payson Parks & Recreation,	\$5,000.00

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295662	03/11/2019	Accounts Payable	Gale	\$143.05
295663	03/11/2019	Accounts Payable	Gila County Government	\$3,888.79
295664	03/11/2019	Accounts Payable	Gila County Government	\$587.33
295665	03/11/2019	Accounts Payable	Gila Sweeping LLC	\$325.00
295666	03/11/2019	Accounts Payable	Globalstar USA LLC	\$343.77
295667	03/11/2019	Accounts Payable	Globe Exterminators	\$1,565.00
295668	03/11/2019	Accounts Payable	GreatAmerica Leasing Corporation	\$517.11
295669	03/11/2019	Accounts Payable	HonorHealth	\$700.00
295670	03/11/2019	Accounts Payable	Interstate Copy Shop	\$62.80
295671	03/11/2019	Accounts Payable	J&S Towing & Associates, LLC	\$264.00
295672	03/11/2019	Accounts Payable	JaLin Enterprises Inc.	\$693.20
295673	03/11/2019	Accounts Payable	Jani-Serv, Inc	\$8,688.78
295674	03/11/2019	Accounts Payable	JONES, STEWART, W	\$100.00
295675	03/11/2019	Accounts Payable	Kenney Aerial Mapping, Inc.	\$6,295.00
295676	03/11/2019	Accounts Payable	Law Offices of Daniel Thulin, LLC	\$1,400.00
295677	03/11/2019	Accounts Payable	Law Offices of David W. Bell	\$3,122.00
295678	03/11/2019	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$767.52
295679	03/11/2019	Accounts Payable	Maxim Staffing Solutions	\$2,860.00
295680	03/11/2019	Accounts Payable	MTE Communications	\$305.51
295681	03/11/2019	Accounts Payable	Multitech	\$90.00
295682	03/11/2019	Accounts Payable	Northern Gila County Sanitary District	\$691.94
295683	03/11/2019	Accounts Payable	Law Office of Scott M Clark	\$5.00
295684	03/11/2019	Accounts Payable	Earth Mover Tire Sales, Inc.	\$4,222.17
295685	03/11/2019	Accounts Payable	Chicago Title	\$2,500.00
295686	03/12/2019	Accounts Payable	Advanced Controls Corporation	\$420.00
295687	03/12/2019	Accounts Payable	Afflilion of Cobre Valley PLLC	\$240.84
295688	03/12/2019	Accounts Payable	AIR EVAC SERVICES	\$28.50
295689	03/12/2019	Accounts Payable	Arizona Department of Administration	\$1,125.67
295690	03/12/2019	Accounts Payable	ARIZONA LOCAL GOVERNMENT	\$675.00
295691	03/12/2019	Accounts Payable	EMPLOYEE BENEFIT TRUST ARIZONA PLANNING AND PARALEGAL SOLUTIONS	\$1,417.50
295692	03/12/2019	Accounts Payable	ARIZONA STATE PRISON GLOBE	\$710.00
295693	03/12/2019	Accounts Payable	Arizona Supreme Court	\$6,087.50
295694	03/12/2019	Accounts Payable	Arizona Supreme Court	\$750.00

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295695	03/12/2019	Accounts Payable	ARMSTRONG, STEPHEN	\$200.00
295696	03/12/2019	Accounts Payable	Cobre Valley Publishing	\$76.68
295697	03/12/2019	Accounts Payable	Credit Card Revolving Fund	\$1,907.92
295698	03/12/2019	Accounts Payable	Law Office of Jonathan L. Warshaw	\$6,979.75
295699	03/12/2019	Accounts Payable	PARKER, KYLE	\$200.00
295700	03/12/2019	Accounts Payable	PAYSON WATER DEPT	\$752.27
295701	03/12/2019	Accounts Payable	PHOENIX INTERNET & WYDEBEAM	\$49.99
295702	03/12/2019	Accounts Payable	Pinal County	\$14,000.00
295703	03/12/2019	Accounts Payable	Pitney Bowes Global Financial Services,	\$160.22
295704	03/12/2019	Accounts Payable	PITNEY BOWES INC	\$493.87
295705	03/12/2019	Accounts Payable	Pleasant Valley Community Medical	\$150.00
295706	03/12/2019	Accounts Payable	Quality Pumping	\$180.61
295707	03/12/2019	Accounts Payable	R&M Repeater	\$1,240.62
295708	03/12/2019	Accounts Payable	RAZOR THIN MEDIA LLC	\$7,772.16
295709	03/12/2019	Accounts Payable	RICOH USA INC	\$84.22
295710	03/12/2019	Accounts Payable	SALT RIVER PROJECT	\$702.43
295711	03/12/2019	Accounts Payable	Samaritan Veterinary Center	\$688.00
295712	03/12/2019	Accounts Payable	San Carlos Apache Tribe	\$482.73
295713	03/12/2019	Accounts Payable	SAN MANUEL MINER	\$200.00
295714	03/12/2019	Accounts Payable	SANDERS, JACQUE, C	\$204.61
295715	03/12/2019	Accounts Payable	SEQUEL POLYGRAPH LLC	\$150.00
295716	03/12/2019	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS	\$165.27
295717	03/12/2019	Accounts Payable	SUDDENLINK	\$86.94
295718	03/12/2019	Accounts Payable	TALATI, SIDDHI	\$300.00
295719	03/12/2019	Accounts Payable	The Arizona Courts Association	\$660.00
295720	03/12/2019	Accounts Payable	THOMASON, CODY	\$225.00
295721	03/12/2019	Accounts Payable	Tim's Tire , LLC	\$150.00
295722	03/12/2019	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00
295723	03/12/2019	Accounts Payable	TOWN OF PAYSON	\$250.00
295724	03/12/2019	Accounts Payable	Triplet Mountain Communications, Inc.	\$7,948.41
295725	03/12/2019	Accounts Payable	TRUCK WORKS HOLDINGS LLC	\$21,486.65
295726	03/12/2019	Accounts Payable	Tyler Technologies, Inc.	\$1,190.00
295727	03/12/2019	Accounts Payable	UNIFIRST CORPORATION	\$194.80

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295728	03/12/2019	Accounts Payable	Universal Police Supply Co.	\$1,334.27
295729	03/12/2019	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$2,000.00
295730	03/12/2019	Accounts Payable	VOAKES, DONALD, R	\$291.67
295731	03/12/2019	Accounts Payable	VOTRUBA, ELAINE , M	\$478.82
295732	03/12/2019	Accounts Payable	WASTE MANAGEMENT OF ARIZONA	\$260.70
295733	03/12/2019	Accounts Payable	Waters Sparkletts of Payson	\$282.60
295734	03/12/2019	Accounts Payable	Waugh PSY.D PLLC , Gregory	\$2,021.00
295735	03/12/2019	Accounts Payable	WEST DIRECT OIL LLC	\$1,178.57
295736	03/12/2019	Accounts Payable	WOWZA LLC	\$5,666.66
295737	03/12/2019	Accounts Payable	WRIGHT, TIMOTHY	\$576.72
295738	03/12/2019	Accounts Payable	PROVEST	\$15.00
295739	03/15/2019	Accounts Payable	Crafco	\$4,851.00
295740	03/15/2019	Accounts Payable	Banner - University Medical Group	\$2,900.00
295741	03/15/2019	Accounts Payable	Becker, Gregory, Troy	\$120.00
295742	03/15/2019	Accounts Payable	Bose Public Affairs Group	\$9,273.65
295743	03/15/2019	Accounts Payable	Bulman Family Funeral Services	\$1,650.00
295744	03/15/2019	Accounts Payable	CenturyLink	\$1,526.96
295745	03/15/2019	Accounts Payable	Cobre Valley Regional Medical Center	\$4,060.28
295746	03/15/2019	Accounts Payable	Crafco	\$4,851.00
295747	03/15/2019	Accounts Payable	Credit Card Revolving Fund	\$66,420.47
295748	03/15/2019	Accounts Payable	FISHER-SMITH, CANDY	\$193.68
295749	03/15/2019	Accounts Payable	FRANCIS, BRITTANY	\$369.00
295750	03/15/2019	Accounts Payable	Garrett, Jake	\$74.14
295751	03/15/2019	Accounts Payable	GETFUNDED	\$4,500.00
295752	03/15/2019	Accounts Payable	Horn, Paula, M	\$79.66
295753	03/15/2019	Accounts Payable	Integrity Attorney Services, Inc.	\$292.62
295754	03/15/2019	Accounts Payable	IRISH, GERALD	\$100.00
295755	03/15/2019	Accounts Payable	Ironwood Physicians PC	\$112.63
295756	03/15/2019	Accounts Payable	Jerome, Samantha, D	\$139.74
295757	03/15/2019	Accounts Payable	Journal Technologies, Inc.	\$135,000.00
295758	03/15/2019	Accounts Payable	KPJM-LP INC	\$500.00
295759	03/15/2019	Accounts Payable	Law Office of Samantha Sue Elledge,	\$6,900.00
295760	03/15/2019	Accounts Payable	Lovin, Hortencia	\$318.19

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295761	03/15/2019	Accounts Payable	Maxim Staffing Solutions	\$9,460.00
295762	03/15/2019	Accounts Payable	MCFARLAND, STEVE	\$100.00
295763	03/15/2019	Accounts Payable	Merchant, Rusty	\$100.00
295764	03/15/2019	Accounts Payable	MILE HIGH STRATEGIC PARTNERS	\$110.00
295765	03/15/2019	Accounts Payable	O'Driscoll, Michael, J	\$318.62
295766	03/18/2019	Accounts Payable	Aqua-Serv Engineers, Inc.	\$125.00
295767	03/18/2019	Accounts Payable	Arizona Animal Control Association	\$180.00
295768	03/18/2019	Accounts Payable	ARIZONA COUNTIES INSURANCE	\$1,500.00
295769	03/18/2019	Accounts Payable	Arizona Department of Environmental Quality	\$1,370.07
295770	03/18/2019	Accounts Payable	Arizona Department of Environmental Quality	\$1,055.08
295771	03/18/2019	Accounts Payable	ARIZONA PUBLIC SERVICE	\$562.49
295772	03/18/2019	Accounts Payable	Arizona Supreme Court	\$150.00
295773	03/18/2019	Accounts Payable	ARMSTRONG, STEPHEN	\$175.00
295774	03/18/2019	Accounts Payable	AXIS FORENSIC TOXICOLOGY INC	\$660.00
295775	03/18/2019	Accounts Payable	Cable One	\$468.44
295776	03/18/2019	Accounts Payable	Cardinal Health	\$93.23
295777	03/18/2019	Accounts Payable	Careers In Government, Inc.	\$2,500.00
295778	03/18/2019	Accounts Payable	CBI Security Service	\$13,168.80
295779	03/18/2019	Accounts Payable	Cemex Construction Materials South, LLC	\$4,076.92
295780	03/18/2019	Accounts Payable	Center for Disease Detection, LLC	\$186.00
295781	03/18/2019	Accounts Payable	CenturyLink	\$96.54
295782	03/18/2019	Accounts Payable	CorEMR L.C.	\$250.00
295783	03/18/2019	Accounts Payable	Credit Card Revolving Fund	\$2,520.58
295784	03/18/2019	Accounts Payable	DalMolin Chiropractic Care	\$170.00
295785	03/18/2019	Accounts Payable	Data Storage Centers, Inc.	\$391.75
295786	03/18/2019	Accounts Payable	Desert Vista Neuropsychological Associates	\$330.00
295787	03/18/2019	Accounts Payable	DIESEL DIRECT WEST INC	\$14,854.96
295788	03/18/2019	Accounts Payable	Digital Imaging Systems, LLC	\$87.73
295789	03/18/2019	Accounts Payable	DJ's Companies, Inc.	\$213.20
295790	03/18/2019	Accounts Payable	Dollywood Foundation	\$4,930.35
295791	03/18/2019	Accounts Payable	Douglas A. Bergstrom, Ph.D., PLLC	\$350.00
295792	03/18/2019	Accounts Payable	Emily Danies Attorney at Law, LLC	\$6,576.41
295793	03/18/2019	Accounts Payable	Empire Machinery	\$0.64

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295794	03/18/2019	Accounts Payable	Empire Southwest LLC	\$7,212.59
295795	03/18/2019	Accounts Payable	Fabok, Glinda, S	\$168.30
295796	03/18/2019	Accounts Payable	Fiesta Business Products	\$302.67
295797	03/18/2019	Accounts Payable	Flores & Clark, LLC	\$7,425.00
295798	03/18/2019	Accounts Payable	Gila County Government	\$3,135.90
295799	03/18/2019	Accounts Payable	Gila County Government	\$8.00
295800	03/18/2019	Accounts Payable	GlaxoSmithKline	\$4,111.07
295801	03/18/2019	Accounts Payable	Globe-Miami Regional Chamber of	\$75.00
295802	03/18/2019	Accounts Payable	GONZALES, RUBEN, F	\$100.00
295803	03/18/2019	Accounts Payable	Hayes Enterprises	\$10,000.00
295804	03/18/2019	Accounts Payable	Healthcare Medical Waste Services	\$186.63
295805	03/18/2019	Accounts Payable	Hillyard INC	\$3,504.90
295806	03/18/2019	Accounts Payable	HLP, Inc.	\$2,896.10
295807	03/18/2019	Accounts Payable	Hobbs, Melodee, Kay	\$400.00
295808	03/18/2019	Accounts Payable	JaLin Enterprises Inc.	\$554.56
295809	03/18/2019	Accounts Payable	Konica Minolta Business Solutions	\$832.13
295810	03/18/2019	Accounts Payable	Lamont Mortuary of Globe	\$1,605.00
295811	03/18/2019	Accounts Payable	Language Line Services, Inc.	\$42.35
295812	03/18/2019	Accounts Payable	Law Office of John S. Perlman, LLC	\$821.00
295813	03/18/2019	Accounts Payable	LBISat LLC	\$144.00
295814	03/18/2019	Accounts Payable	LexisNexis Risk Solutions	\$59.90
295815	03/18/2019	Accounts Payable	Martinez, Lori	\$134.24
295816	03/18/2019	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$841.71
295817	03/18/2019	Accounts Payable	McCreary Group	\$636.40
295818	03/18/2019	Accounts Payable	McCutcheon, Psy.D., PLLC, Jeni	\$800.00
295819	03/18/2019	Accounts Payable	MCDANIEL, JOEL, A	\$99.99
295820	03/18/2019	Accounts Payable	McKesson Medical Surgical	\$749.44
295821	03/18/2019	Accounts Payable	Messinger Payson Funeral Home, Inc.	\$10,810.00
295822	03/18/2019	Accounts Payable	Nelson, Timothy	\$6,979.00
295823	03/18/2019	Accounts Payable	Neopost USA Inc.	\$1,451.26
295824	03/18/2019	Accounts Payable	Office Depot	\$564.46
295825	03/18/2019	Accounts Payable	Oil Price Information Service, LLC	\$450.85
295826	03/18/2019	Accounts Payable	Old Main Storage	\$322.54

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295827	03/18/2019	Accounts Payable	PARKER, KYLE	\$175.00
295828	03/18/2019	Accounts Payable	Payson Roundup	\$282.90
295829	03/18/2019	Accounts Payable	Pinal Mountain Apartments	\$400.00
295830	03/18/2019	Accounts Payable	Queen Creek Law Firm	\$2,154.00
295831	03/18/2019	Accounts Payable	R&M Repeater	\$673.32
295832	03/18/2019	Accounts Payable	RIPPLE, DENICE	\$772.00
295833	03/18/2019	Accounts Payable	SCALES, RAMONA	\$248.76
295834	03/18/2019	Accounts Payable	SERVICE FIRST REALTY LLC	\$600.00
295835	03/18/2019	Accounts Payable	SJHMC PHYSICIANS SERVICES	\$203.40
295836	03/18/2019	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS	\$891.41
295837	03/18/2019	Accounts Payable	SONORA Behavioral Health Hospital, LLC	\$24,750.00
295838	03/18/2019	Accounts Payable	SONORAN PREVENTION WORKS	\$1,000.00
295839	03/18/2019	Accounts Payable	SOUTHERN TIRE MART LLC	\$697.95
295840	03/18/2019	Accounts Payable	SPEER, ARCHIE , RON	\$100.00
295841	03/18/2019	Accounts Payable	State of Arizona	\$117,767.00
295842	03/18/2019	Accounts Payable	STERICYCLE,INC.	\$105.00
295843	03/18/2019	Accounts Payable	Suddenlink	\$5,330.37
295844	03/18/2019	Accounts Payable	Superior Cleaning Equipment Inc.	\$275.00
295845	03/18/2019	Accounts Payable	TANNER, CAROL	\$209.15
295846	03/18/2019	Accounts Payable	TELECHECK INTERNATIONAL, INC	\$90.00
295847	03/18/2019	Accounts Payable	THE MASTER'S TOUCH LLC	\$1,030.81
295848	03/18/2019	Accounts Payable	THE MASTER'S TOUCH LLC	\$265.65
295849	03/18/2019	Accounts Payable	THE MASTER'S TOUCH LLC	\$3,342.95
295850	03/18/2019	Accounts Payable	THOMASON, CODY	\$200.00
295851	03/18/2019	Accounts Payable	THYSSENKRUPP ELEVATOR	\$714.05
295852	03/18/2019	Accounts Payable	TIOGA ENERGY, INC	\$2,902.72
295853	03/18/2019	Accounts Payable	TONTO BASIN SANITATION WASTE	\$110.00
295854	03/18/2019	Accounts Payable	TransUnion Risk & Alternative Data	\$60.67
295855	03/18/2019	Accounts Payable	Trinity Services Group, Inc.	\$27,226.67
295856	03/18/2019	Accounts Payable	Tyler Technologies, Inc.	\$1,750.00
295857	03/18/2019	Accounts Payable	Waters Sparkletts of Payson	\$38.55
295858	03/18/2019	Accounts Payable	Zions First National Bank	\$1,500.00
295859	03/18/2019	Accounts Payable	San Carlos Apache Tribe	\$1,500.00

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295861	03/22/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$5,136.93
295862	03/22/2019	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	\$348.86
295863	03/22/2019	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST DEF TAX	\$220,012.49
295864	03/22/2019	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$165,419.93
295865	03/22/2019	Accounts Payable	AZCOPS	\$13.50
295866	03/22/2019	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$6,090.59
295867	03/22/2019	Accounts Payable	CORP - AOC	\$17,414.65
295868	03/22/2019	Accounts Payable	CORP - DISPATCHER	\$2,501.90
295869	03/22/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN	\$16,845.94
295870	03/22/2019	Accounts Payable	DEBT MANAGEMENT SERVICES	\$103.26
295871	03/22/2019	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT PLAN	\$18.72
295872	03/22/2019	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	\$18,282.79
295873	03/22/2019	Accounts Payable	EORP LEGACY	\$7,948.37
295874	03/22/2019	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
295875	03/22/2019	Accounts Payable	GILSBAR FSA	\$902.68
295876	03/22/2019	Accounts Payable	GILSBAR HSA	\$2,004.16
295877	03/22/2019	Accounts Payable	HAMMERMAN & HULTGREN P.C.	\$171.38
295878	03/22/2019	Accounts Payable	JP MORGAN CHASE DOR	\$26,944.09
295879	03/22/2019	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$68,573.09
295880	03/22/2019	Accounts Payable	JP MORGAN CHASE FICA EE	\$57,678.76
295881	03/22/2019	Accounts Payable	JP MORGAN CHASE FICA ER	\$57,678.76
295882	03/22/2019	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$13,565.55
295883	03/22/2019	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$13,565.55
295884	03/22/2019	Accounts Payable	METLIFE	\$340.00
295885	03/22/2019	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
295886	03/22/2019	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$5,209.50
295887	03/22/2019	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$1,250.00
295888	03/22/2019	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$2,045.32
295889	03/22/2019	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$402.50
295890	03/22/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$60,995.40
295891	03/22/2019	Accounts Payable	SECURITY BENEFIT GROUP	\$1,180.00
295892	03/22/2019	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,029.06
295893	03/22/2019	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	\$143.12

Payment Register

From Payment Date: 3/1/2019 - To Payment Date: 3/31/2019

295894	03/22/2019	Accounts Payable	UNITED STATES TREASURY	\$50.00
295895	03/22/2019	Accounts Payable	WADDELL & REED	\$789.50
295896	03/22/2019	Accounts Payable	Beck, Joshua	\$264.33
295897	03/22/2019	Accounts Payable	CenturyLink	\$955.14
295898	03/22/2019	Accounts Payable	Chambers, Bryan, B	\$489.08
295899	03/22/2019	Accounts Payable	Credit Card Revolving Fund	\$58,354.93
295900	03/22/2019	Accounts Payable	DIESEL DIRECT WEST INC	\$25,502.52
295901	03/22/2019	Accounts Payable	Earth Mover Tire Sales, Inc.	\$413.29
295902	03/22/2019	Accounts Payable	Environmental Systems Research Institute, Inc	\$114,345.00
295903	03/22/2019	Accounts Payable	HICKLIN, JENNIFER	\$136.62
295904	03/22/2019	Accounts Payable	Kachina Doll Trailer Park	\$200.00
295905	03/22/2019	Accounts Payable	Konica Minolta Business Solutions	\$300.73
295906	03/22/2019	Accounts Payable	MIAMI ARIZONA DOWNTOWN ECONOMIC RESURGENCE INC	\$5,000.00
295907	03/22/2019	Accounts Payable	NENNINGER, GERALD, W	\$100.00
295908	03/25/2019	Accounts Payable	Byrum, Susan, K	\$458.70
295909	03/25/2019	Accounts Payable	Cable One	\$121.91
295910	03/25/2019	Accounts Payable	CenturyLink	\$189.61
295911	03/25/2019	Accounts Payable	Cobre Valley Regional Medical Center	\$332.92
295912	03/25/2019	Accounts Payable	Credit Card Revolving Fund	\$680.09
295913	03/25/2019	Accounts Payable	Crooked Sky Works	\$240.00
295914	03/25/2019	Accounts Payable	Debrigida Law Offices PLLC	\$6,880.00
295915	03/25/2019	Accounts Payable	Diamond M Dental Assoc.	\$248.80
295916	03/25/2019	Accounts Payable	DIESEL DIRECT WEST INC	\$2,728.20
295917	03/25/2019	Accounts Payable	DJ's Companies, Inc.	\$671.58
295918	03/25/2019	Accounts Payable	Flexibilt Soutlions LLC	\$4,000.00
295919	03/25/2019	Accounts Payable	Gale	\$24.77
295920	03/25/2019	Accounts Payable	Gila County Government	\$8.00
295921	03/25/2019	Accounts Payable	Grossman & Grossman, Ltd.	\$2,060.00
295922	03/25/2019	Accounts Payable	Houston Creek RV Park	\$200.00
295923	03/25/2019	Accounts Payable	JaLin Enterprises Inc.	\$693.20
295924	03/25/2019	Accounts Payable	Jani-Serv, Inc	\$4,344.39
295925	03/25/2019	Accounts Payable	Kimley-Horn & Associates, Inc.	\$27,521.25
295926	03/25/2019	Accounts Payable	Laboratory Corporation of America	\$88.59

Payment Register

From Payment Date: 3/1/2019 - To Payment Date: 3/31/2019

295927	03/25/2019	Accounts Payable	Maxim Staffing Solutions	\$4,840.00
295928	03/25/2019	Accounts Payable	MCCLELLAND, JUSTIN	\$98.00
295929	03/25/2019	Accounts Payable	MCI Communication Services, Inc.	\$34.41
295930	03/25/2019	Accounts Payable	Norchem Drug Testing	\$660.65
295931	03/25/2019	Accounts Payable	Norchem Drug Testing Laboratory & Conduct Health	\$213.05
295932	03/25/2019	Accounts Payable	ORNELAS, CASSIE, L	\$72.09
295933	03/25/2019	Accounts Payable	Ortiz, P.C., Anna , C.	\$8,375.00
295934	03/25/2019	Accounts Payable	JP MORGAN CHASE DOR	\$33.15
295935	03/25/2019	Accounts Payable	JP MORGAN CHASE FICA EE	\$46.50
295936	03/25/2019	Accounts Payable	JP MORGAN CHASE FICA ER	\$46.50
295937	03/25/2019	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$10.88
295938	03/25/2019	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$10.88
295939	03/27/2019	Accounts Payable	Alhambra Mobile Home Park & Storage	\$7,368.00
295940	03/27/2019	Accounts Payable	ARIZONA PLANNING AND	\$1,935.00
295941	03/27/2019	Accounts Payable	ARIZONA PUBLIC SERVICE	\$3,654.33
295942	03/27/2019	Accounts Payable	ARIZONA STATE PRISON GLOBE	\$1,033.00
295943	03/27/2019	Accounts Payable	Arizona Supreme Court	\$43,666.25
295944	03/27/2019	Accounts Payable	Arizona Supreme Court	\$7,125.00
295945	03/27/2019	Accounts Payable	ARIZONA WATER COMPANY	\$66.26
295946	03/27/2019	Accounts Payable	ARMSTRONG, STEPHEN	\$225.00
295947	03/27/2019	Accounts Payable	Azteca Glass East	\$3,377.06
295948	03/27/2019	Accounts Payable	Cobre Valley Publishing	\$1,534.50
295949	03/27/2019	Accounts Payable	Cobre Valley Publishing	\$105.12
295950	03/27/2019	Accounts Payable	PARKER, KYLE	\$225.00
295951	03/27/2019	Accounts Payable	PAYSON JUSTICE COURT	\$153.58
295952	03/27/2019	Accounts Payable	Payson Roundup	\$1,166.08
295953	03/27/2019	Accounts Payable	PIMA COUNTY SHERIFFS	\$399.16
295954	03/27/2019	Accounts Payable	DEPARTMENT Pinal County	\$19,141.56
295955	03/27/2019	Accounts Payable	Pine-Strawberry Water Improvement	\$69.50
295956	03/27/2019	Accounts Payable	Postnet	\$16.44
295957	03/27/2019	Accounts Payable	Redburn Tire Company	\$4,702.90
295958	03/27/2019	Accounts Payable	Right Away Disposal	\$231.00
295959	03/27/2019	Accounts Payable	RIPPLE, DENICE	\$455.70

Payment Register

From Payment Date: 3/1/2019 - To Payment Date: 3/31/2019

295960	03/27/2019	Accounts Payable	RUTHERFORD, NANCY, KAY	\$518.01
295961	03/27/2019	Accounts Payable	Samaritan Veterinary Center	\$1,327.00
295962	03/27/2019	Accounts Payable	SANOPI PASTEUR INC	\$1,562.15
295963	03/27/2019	Accounts Payable	SERVICE PLUS INC	\$135.00
295964	03/27/2019	Accounts Payable	SHRED IT USA LLC	\$269.31
295965	03/27/2019	Accounts Payable	SIRLIN, GINGER	\$1,886.52
295966	03/27/2019	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	\$1,038.76
295967	03/27/2019	Accounts Payable	Sonora Quest Laboratories, LLC	\$117.14
295968	03/27/2019	Accounts Payable	SOUTHERN TIRE MART LLC	\$288.08
295969	03/27/2019	Accounts Payable	STONE, BARBARA	\$259.20
295970	03/27/2019	Accounts Payable	Swiss Village Self Storage	\$140.00
295971	03/27/2019	Accounts Payable	TDS Telecom Service Corporation	\$347.39
295972	03/27/2019	Accounts Payable	THE LAW OFFICES OF MICHAEL ZEMBA	\$5,957.94
295973	03/27/2019	Accounts Payable	THOMASON, CODY	\$200.00
295974	03/27/2019	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00
295975	03/27/2019	Accounts Payable	TOWN OF PAYSON	\$23,250.00
295976	03/27/2019	Accounts Payable	Tri-City Fire District	\$1,318.07
295977	03/27/2019	Accounts Payable	UNIFIRST CORPORATION	\$154.32
295978	03/27/2019	Accounts Payable	US POSTAL SERVICE POSTAGE BY FIRST CLASS	\$5,742.00
295979	03/27/2019	Accounts Payable	Waters Sparkletts of Payson	\$155.75
295980	03/27/2019	Accounts Payable	WEST PAYMENT CENTER	\$2,695.80
295981	03/27/2019	Accounts Payable	Westwood Pharmacy	\$4,496.24
295982	03/27/2019	Accounts Payable	WIST OFFICE PRODUCTS COMPANY	\$437.43
295983	03/27/2019	Accounts Payable	ARIZONA ASSOCIATION FOR PROPERTY & EVIDENCE	\$350.00
295984	03/29/2019	Accounts Payable	Blueline Services LLC	\$829.00
295985	03/29/2019	Accounts Payable	CenturyLink	\$648.84
295986	03/29/2019	Accounts Payable	Collins & Collins LLP	\$3,800.00
295987	03/29/2019	Accounts Payable	Credit Card Revolving Fund	\$33,945.11
295988	03/29/2019	Accounts Payable	DIESEL DIRECT WEST INC	\$24,452.91
295989	03/29/2019	Accounts Payable	Evans, Adrieaen	\$80.00
295990	03/29/2019	Accounts Payable	France , John, R	\$471.03
295991	03/29/2019	Accounts Payable	Friestad, Jeremy	\$100.00
295992	03/29/2019	Accounts Payable	Garrett , Christine , J	\$250.00

Payment Register

From Payment Date: 3/1/2019 - To Payment Date: 3/31/2019

295993	03/29/2019	Accounts Payable	GATES, APRIL	\$300.00
295994	03/29/2019	Accounts Payable	GRIFFIN, BROOKE	\$600.00
295995	03/29/2019	Accounts Payable	HENAGER LAW FIRM PLLC	\$3,930.67
295996	03/29/2019	Accounts Payable	LAFORGE, EARL, D	\$100.00
295997	03/29/2019	Accounts Payable	Leverance, Emily	\$218.50
295998	03/29/2019	Accounts Payable	LSI INC	\$1,000.00
295999	03/29/2019	Accounts Payable	McSpadden Ford Inc.	\$83,842.61
296000	03/29/2019	Accounts Payable	Morgan, Paul	\$100.00
296001	03/29/2019	Accounts Payable	National Business Furniture LLC	\$1,997.54
296002	03/29/2019	Accounts Payable	Moors, Amanda	\$339.00
Type Check Totals: 502 Transactions				<hr/> \$3,985,712.53
JP Morgan AP - JP Morgan Accounts Payable Totals				

Payment Register

From Payment Date: 3/1/2019 - To Payment Date: 3/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
295601	03/05/2019	Voided	Wrong Address	03/05/2019	Accounts Payable	USDA FOREST SERVICE	\$21,473.95
295603	03/07/2019	Voided	Ach Direct Deposit	03/07/2019	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$640,762.94
295639	03/11/2019	Voided	Wrong Vendor	03/11/2019	Accounts Payable	Banner- University Medical Center	\$1,000.00
295860	03/21/2019	Voided	Ach Direct Deposit	03/21/2019	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$622,953.01
Type Check Totals:					4 Transactions		<u>\$1,286,189.90</u>
JP Morgan AP - JP Morgan Accounts Payable Totals							

ARF-5406

Consent Agenda Item 5. I.

Regular BOS Meeting

Meeting Date: 04/16/2019

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 For Month Ending March 31, 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 3-31-19

Suggested Motion

Acknowledgement of contracts under \$50,000 which have been approved by the County Manager beginning 3-1-19 through 3-31-19.

Attachments

Under \$50K Report for March 2019

Amendment No. 3 to Lease Agreement No. 031617 Alhambra MHP & Storage

Professional Services Contract No. 022019 ADOT HSIP

Amendment No. 1 to Professional Services Contract No. 010318 with Wayne General, PhD LLC

Amendment No. 3 to Service Agreement No. 122017 with Earthquest Plumbing

Amendment No. 1 to Service Agreement No. 020718 Globe Exterminators

Professional Services Contract No. 021919 with Susan Kay Byrum
Maintenance Agreement Bizhub C308 Mohave Contract No. 15M-KMBS-0128

Maintenance Agreement Bizhub C368 Mohave Contract No. 15M-KMBS-0128

JaLin Enterprises Contract No. 030717

Professional Services Contract No. 030619 with Jonathan Bearup

Maintenance Agreement Bizhub C558 Mohave Contract No.
15M-KMBS-0128

Service Agreement RFID with Guardian

Service Agreement No. 030719 with Service Plus Inc.

Amendment No. 1 to Service Agreement No. 111417 with Kwik Kool
Refrigeration

Amendment No. 1 to Service Agreement No. 011718-1 With
Advanced Controls Corp.

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000*March 01, 2019 to March 31, 2019*

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2	Alhambra Mobile Home Park & Storage, LLC	Amendment No. 3 to Lease Agreement No. 031617 Gila County Attorney's Office	\$7,368.00	03-01-19 to 02-28-20	03-05-19	Option to Renew	Amendment No. 3 will serve to extend the contract for one year from March 1, 2019 to February 28, 2020. The Globe County Attorney's office rents storage space at Alhambra Mobile Home Park & Storage in Globe. The lease agreement covers the following storage Units: S107, S109, S110, S115, #121 and #S122.
3	Greenlight Traffic Engineering	Professional Services Contract No. 022019 ADOT HSIP Application for Two Road Projects Engineering Services	\$9,900.00	03-05-19 to 08-30-19	03-05-19	Expires	Expertise in preparing benefit/cost analysis to complete applications for Highway Safety Improvement Program.
4	Wayne General, PhD LLC	Amendment No. 1 to Professional Services Contract No. 010318 Superior Court	\$1,520.00	03-29-19 to 03-28-20	03-04-19	Option to Renew	Amendment No. 1 will serve to extend the term of the contract from March 29, 2019 to March 28, 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.

March 01, 2019 to March 31, 2019

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
5	Earthquest Plumbing	Amendment No. 3 to Service Agreement No. 122017 Sheriff's Office	\$20,000.00	02-08-19 to 02-07-20	03-05-19	Expires	Amendment No. 3 will serve to extend the term of the contract from February 08, 2019 to February 07, 2020. Additionally, Amendment No. 1 will serve to remove language from the contract. Vendor needed in place for On-Call Service and Emergency Repairs at the Gila County Jail.
6	Globe Exterminators	Amendment No. 1 to Service Agreement No. 020718 Facilities Management	\$10,505.00	03-12-19 to 03-11-20	03-05-19	Option to Renew	Amendment No. 1 will serve to extend the term of contract from March 12, 2019 to March 11, 2020. Provide Pest control service for Southern Gila County Facilities: Animal Control, Central Heights, WIC, Juvenile Detention, Sheriff's Office, S.O. Dispatch Building, Roosevelt Sub Station, Roosevelt Boat Dock, Courthouse, Shop/Roads, Public Works Admin Building, Facilities/Sign Shop, Guerrero Building, and Landfill Buildings, Copper Building, S.O. Task Force Buildings at the Fairgrounds, Exhibit hall and Fairgrounds Shop.
7	Susan Kay Byrum	Professional Services Contract No. 021919 Superior Court	\$48,000.00	04-01-19 to 03-31-20	03-13-19	Option to Renew	Gila County Superior Court utilizes this reporter to provide certified court reporter services.
8	Konica Minolta	Maintenance Agreement Bizhub C308 Mohave Contract No. 15M KMBS 0128 Community Services	\$1,200.00	02-01-19 to 01-31-24	03-13-19	Expires	Maintenance agreement on a new copier the Community Services department has purchased to replace old copier.

March 01, 2019 to March 31, 2019

9	Konica Minolta	Maintenance Agreement Bizhub C368 Mohave Contract No. 15M KMBS 0128 Public Fiduciary	\$1,200.00	02-01-19 to 01-31-24	03-13-19	Expires	Maintenance agreement on a new copier the Public Fiduciary office has purchased to replace old copier.
10	JaLin Enterprises	Amendment No. 3 to Service Agreement No. 030717 Public Works	\$38,000.00	03-08-19 to 03-07-20	03-13-19	Option to Renew	Amendment No. 3 will allow for Gila County to exercise the option to renew the term of the agreement from March 8, 2019 to March 7, 2020. Public Works requires the ability to obtain temporary services within a reasonably short period of time, primarily in the Facilities and Land Management departments, in order to fill in for current vacancies.
11	Jonathan Bearup	Professional Services Contract No. 030619 Consultant for FY20 Budget Superior Court	\$14,400.00	03-13-19 to 06-30-19	03-13-19	Option to Renew	Gila County Superior Court will utilize Jonathan Bearup to provide consultation in the preparation of the FY20 Budget.
12	Konica Minolta	Maintenance Agreement Bizhub C558 Mohave Contract No. 15M KMBS 0128 Health Department	\$1,903.68	05-01-19 to 04-30-24	03-20-19	Expires	Maintenance agreement on a new copier the Health Department has purchased to replace old copier.

March 01, 2019 to March 31, 2019

13	Guardian	Service Agreement Level 2 Guardian RFID System for Jail Sheriff's Office	\$44,524.95	03-20-19 to 03-19-20	03-20-19	Option to Renew	The Gila County Jails (Payson and Globe) currently utilize handwritten logs to annotate inmate headcounts, security checks, movement, medical visits, meal pass and recreation. Due to these logs being handwritten by Detention Staff, entries are sometimes difficult to read and mistakes have and continue to be made with log entries. Guardian RDID will effectively and comprehensively replace the need for handwritten logs and manage all data entry involving inmate headcounts, security checks, court visits, medical visits, meal pass and recreation while supporting important capabilities such as real-time guidance via a Compliance Monitor, which includes system notifications and email-based reminders, this increasing staff accountability. Guardian RFID will allow Detention Staff to fully customize data collections and reporting needs, whether its cell check observations, supply passes, inmate movements, activity logging and a more. The system will provide real-time, Cloud-based reporting as well as allow staff to generate reports from a number of pre-built categories in seconds, and filter reports by date, time, staff, shift, location, inmate name (or booking number), activity type, keywords, and more. Guardian RFID will interface with out current jail management system (Spillman). Guardian RFID will provide all equipment/hardware (including warranties on these items), software (including software updates), licensing, maintenance/support (including telephone and email support), training (including refresher training) for the term of the agreement.
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March 01, 2019 to March 31, 2019

14	Service Plus, Inc.	Service Agreement No. 030719 Appliance Service and Repair Sheriff's Office	\$5,000.00	03-20-19 to 03-19-20	03-20-19	Expires	Contractor will provide the repair and service of miscellaneous equipment located at the Globe and Payson Sheriff's Office, Globe Posse Building, and Roosevelt Sub-Station. List of equipment includes but is not limited to: ice maker, commercial & convention ovens, commercial washers, dryers, drinking fountain, boiler system, dishwasher, kettle/warmer, evap. Cooler, walk-in cooler and sinks.
15	Kwik Kool Refrigeration	Amendment No. 1 to Service Agreement No. 111417 Facilities Management	\$16,000.00	02-08-19 to 02-07-20	03-28-19	Option to Renew	Amendment No. 1 will allow for Gila County to extend the term of the contract from 02-08-19 to 02-07-20. Project consists of an On-Call company to service and repair HVAC systems in the Copper Region of Gila County Buildings, in and around Globe, AZ.
16	Advanced Controls Corp.	Amendment No. 1 to Service Agreement No. 011718 Facilities Management	\$5,040.00	03-16-19 to 3-15-20	02-20-19	Option to Renew	Amendment No. 1 will serve to extend the term of the contract from March 16, 2019 to March 15, 2020. To provide annual Fire Alarm Inspection for 2018 according to 2006 IFC Chapter 9 of the Gila County Fire Alarm systems for 12 Building in Gila County.



EXECUTIVE SUMMARY FORM

Contract Name: Storage Unit Rental Contract No.: 031617

Statement of Purpose and Need (3-5 Sentences)

Amendment No. 3 will serve to extend the contract for one year from March 1, 2019 to February 28, 2020. The Globe County Attorney's office rents storage space at Alhambra Mobile Home Park & Storage in Globe. The lease agreement covers the following storage Units: S107, S109, S110, S115, #121 and #S122.

Contract End Date: 03-01-19 to 02-28-20

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$7,368.00

Contract Information

Firm Name: Alhambra MHP & Storage, LLC Contact Person: Nancy A. Sturges

Address: P.O. Box 50202 Phone No: 928-425-5192

City: Phoenix State: AZ Fax: _____ Email: mhp@ireprealestate.com

Fund: General Fund/County Attorney/Operating Leases and Rentals-Buildings & Grounds

Type of Funds: ☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Fund Code: 1005.301.4290.60

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:



AMENDMENT NO. 3 to LEASE AGREEMENT NO. 031617

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

**GILA COUNTY ATTORNEY'S OFFICE
AND
ALHAMBRA MHP & STORAGE, LLC**

Effective March 27, 2017, Gila County Attorney's Office and Alhambra MHP & Storage LLC entered into a Lease Agreement whereby the Gila County Attorney's Office is leasing Four Storage Units at 1421 E. Monterey Drive, Globe, Arizona 85501 for the annual Storage Fee of Four Thousand Two Hundred Eighty-Four dollars and 00/100's (\$5,712.00).

Amendment No. 1 to Lease Agreement No. 031617 was issued to exercise the option to add two additional Storage Units, at a cost of \$1,656.00 per year. This increased the contract scope in the amount of One Thousand Six Hundred Fifty-six dollars and 00/100's (\$1,656.00.)

Amendment No. 2 to Lease Agreement 031617 was issued on February 21, 2018 to allow for Gila County to exercise the option to renew the term of the agreement for one (1) one (1) year term, from March 01, 2018 to February 28, 2019, for a contract amount not to exceed Seven Thousand Three Hundred Sixty-Eight dollars and 00/100's (\$7,368.00) without prior written approval from the County.

The contract expires February 28, 2019. Per page 1, **Term and Rates** of the contract, the County shall have the sole option to renew the contract for two (2) additional one (1) year periods.

Amendment No. 3 to Lease Agreement 031617 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 01, 2019 to February 28, 2020, for a contract amount not to exceed Seven Thousand Three Hundred Sixty-Eight dollars and 00/100's (\$7,368.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Lease Agreement shall remain the same and apply during the March 01, 2019 to April 28, 2020 period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 5th day of March, 2019.

GILA COUNTY



James Menlove, County Manager

Date: 02.28.19

ALHAMBRA MHP & STORAGE LLC



Signature

Ben Gubac

Print Name



EXECUTIVE SUMMARY FORM

Contract Name: ADOT HSIP Applications for Two Road Projects Contract No.: 0022019

Statement of Purpose and Need (3-5 Sentences) Expertise in preparing benefit/cost analysis to complete applications for Highway Safety Improvement Program

Contract End Date: 08-30-19

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$9,900.00

Contract Information

Firm Name: Greenlight Traffic Engineering Contact Person: Mike Blankenship
Address: 7600 N 15th St. Ste 150 Phone No: 623-308-6523
City: Phoenix State: AZ Fax: _____ Email: mokeb@greenlightte.com

Public Works/PW/Engineers/Non-
Fund: specified/Professional services Architectural and engineering

Type of Funds: ☐ Restricted

Fund Code: 6500.341.514.000.4210.70

☐ Grant

☐ General Fund

☐ Other

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:

PROFESSIONAL SERVICES CONTRACT NO. 022019
ADOT HSIP APPLICATION FOR TWO ROAD PROJECTS
ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this 5th day of March, 2019, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Greenlight Traffic Engineering, of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the Services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Engineering Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract 022019** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Professional Services Contract 022019** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Professional Services Contract 022019**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the Services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

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

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

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

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

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

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the Services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or Services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or Services will conform to any statements made on the containers or labels or advertisements for such goods, or Services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or Services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or Services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or Services, Contractor warrants that such goods or Services will be fit for such particular purpose. Contractor warrants that goods or Services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or Services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or Services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or Services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and Services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for Services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the Services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the Services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or Services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date signed by the County Manager and remains in effect through August 30, 2019.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$9,900.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for Services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Professional Services Contract No. 022019 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

GREENLIGHT TRAFFIC ENGINEERING


James Menlove, County Manager

Date: 3-5-19


Signature

Mike Blankenship
Print Name



February 13, 2019

Steve Sanders
Gila County Public Works
745 N. Rose Mofford Way
Globe, AZ 85501

Re: Control Road HSIP Application, Ash St/Monroe St Signal Warrant Analysis

Dear Steve:

Greenlight Traffic Engineering, LLC (Greenlight) has prepared our scope of work and fee proposal for completing the **Control Road HSIP Application and Ash Street/Monroe Street Signal Warrant Analysis** (Project) for Gila County (County). The primary purposes of the project will be to develop ADOT HSIP applications for Control Road and to analyze the Ash Street/Monroe Street intersection to determine if a traffic signal is warranted at this intersection.

The following text outlines the anticipated tasks and effort to complete the work. The total fee requested for completing this work is **\$9,900**.

PROJECT DESCRIPTION

Four fatal crashes have occurred over the past five years (2013-2017) on Control Road between Ellison Creek Trail and SR 260. Two fatal crashes occurred on the paved section, and two fatal crashes occurred on the unpaved section. The County would like to pursue applying for Highway Safety Improvement Program (HSIP) funding from ADOT to address these crashes. Project countermeasures may include paving the unpaved section and installing rumble strips on the paved section. ADOT has indicated that since the total project cost estimate will exceed the \$5 million maximum HSIP project size, the County should break the project into two segments and submit two HSIP applications.

The Ash Street/Monroe Street intersection provides access to the County Courthouse. The County has signed Monroe Street to allow right-turns only from Monroe Street to Ash Street, with additional signing routing traffic to 3rd Street to turn left at the signal on Ash Street. The County is interested in installing a traffic signal at Ash Street/Monroe Street to alleviate this traffic re-routing and potential safety issues.

SCOPE OF WORK

Greenlight will:

- Analyze the fatal crashes on Control Road and develop appropriate safety countermeasures, identify crash reduction factors, generate cost estimates, conduct a benefit/cost analysis, and complete two HSIP applications for the County to submit to CAG and ADOT
- Conduct a signal warrants analysis for the Ash Street/Monroe Street intersection, to include performing traffic turning movement counts and average daily traffic (ADT) counts. Traffic count dates

will be coordinated with the County to ensure "average" traffic patterns will be prevalent at the time of collection. Counts will be performed on a Tuesday, Wednesday or Thursday.

PRELIMINARY SCHEDULE MILESTONES

Milestone	Estimated Completion
Notice to Proceed	February 25, 2019
Traffic Counts	March 6, 2019
Draft HSIP Applications for Control Road for ADOT Review	March 25, 2019
Draft Signal Warrants Technical Memo	April 8, 2019
Final HSIP Applications for Control Road (and Ash St/ Monroe St, if warranted)	April 22, 2019
Final Signal Warrants Technical Memo	April 22, 2019

On behalf of the Greenlight team, we look forward to working with Gila County to complete this important project.

Sincerely,

Greenlight Traffic Engineering, LLC



Mike Blankenship, PE, RSP
Principal/Project Manager

mikeb@greenlightte.com

(623) 308-6523



EXECUTIVE SUMMARY FORM

Contract Name: Prescreen Evaluations Contract No.: 010318

Statement of Purpose and Need (3-5 Sentences) Amendment No. 1 will serve to extend the term of the contract from March 29, 2019 to March 28, 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.

Contract End Date: 03-29-19 to 03-28-²⁰~~19~~

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$1,520.00

Contract Information

Firm Name: Wayne General, PhD LLC Contact Person: Wayne General

Address: 761 E. University Dr. Suite C. Phone No: 480-245-6776

City: Mesa State: AZ Fax: _____ Email: dgadmin@waynegenral.com

General Fund/Finance/Professional
Services/Professional services Psychological
Fund: services

Fund Code: 1005.201.142.4210.51

Type of Funds: ☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 010318

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

PROFESSIONAL SERVICES CONTRACT 010318

PRESCREEN EVALUTIONS

Effective March 29, 2018, Gila County and Wayne General PHD LLC entered into a contract whereby Wayne General PHD LLC agreed to provide Prescreen Evaluations.

Professional Services Contract No. 010318 will expire on March 28, 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, 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 29, 2019 to March 28, 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 29, 2019 to March 28, 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 29, 2019 to March 28, 2020 term of the contract.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 4th day of March, 2019.

GILA COUNTY:

For *James Menlove*
James Menlove, County Manager

Date:

3-4-19

WAYNE GENERAL PHD LLC

Wayne R. General, PhD
Signature

Print Name

Wayne R. General, PhD



EXECUTIVE SUMMARY FORM

Contract Name: Emergency Plumbing Services & Repair Contract No.: 122017

Statement of Purpose and Need (3-5 Sentences) Amendment No. 3 will serve to extend the term of the contract from February 08, 2019 to February 07, 2020. Additionally, Amendment No. 1 will serve to remove language from the contract. Vendor needed in place for On-Call Service and Emergency Repairs at the Gila County Jail.

Contract End Date: 02-08-19 to 02-07-20

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$20,000.00

Contract Information

Firm Name: Earthquest Plumbing Contact Person: Tim Haas

Address: P.O. Box 539 Phone No: 928-812-0112

City: Globe State: AZ Fax: _____ Email: Earthquest07@gmail.com

General Fund/Sheriff/Detention/Non-Fund: specified/Repair and maintenance Buildings

Type of Funds: ☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Fund Code: 1005.300.442.4300.60

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:



AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 122017

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

EMERGENCY PLUMBING SERVICES & REPAIRS

SHERIFF'S OFFICE

Effective February 08, 2018, Gila County and Earthquest Plumbing, Inc. entered into a contract whereby Earthquest Plumbing, Inc. agreed to provide Emergency Plumbing Services & Repairs for the Sheriff's Office.

Amendment No. 1 to Service Agreement No. 122017 was executed on June 26, 2018 to increase the contract amount by an amount of Sixteen Thousand One Hundred Eighty-Three dollars and 09/100's (\$16,183.09).

Amendment No. 2 to Service Agreement No. 122017 was executed on October 23, 2018 to increase the contract amount by an amount of Ten Thousand dollars and 00/100's (\$10,000.00).

Service Agreement No. 122017 will expire February 07, 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.

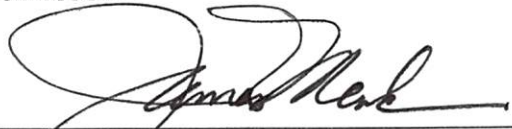
Amendment No. 3 to Service Agreement No. 122017 will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from February 08, 2019 to February 07, 2020 for a contract amount not to exceed Twenty Thousand dollars and 00/100's (\$20,000.00) without prior written approval from the County.

Additionally, Amendment No. 3 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 February 08, 2019 to February 07, 2020 period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 5th day of March, 2019.

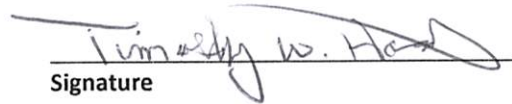
GILA COUNTY



James Menlove, County Manager

Date: 2-28-19

EARTHQUEST PLUMBING, INC.



Signature

Timothy W. Haas

Print Name

EXECUTIVE SUMMARY FORM

Contract Name: Pest Control Services Southern Gila County Contract No.: 020718

Statement of Purpose and Need (3-5 Sentences) Amendment No. 1 will serve to extend the term of contract from March 12, 2019 to March 11, 2020. Provide Pest control service for Southern Gila County Facilities: Animal Control, Central Heights, WIC, Juvenile Detention, Sheriff's Office, S.O. Dispatch Building, Roosevelt Sub Station, Roosevelt Boat Dock, Courthouse, Shop/Roads, Public Works Admin Building, Facilities/Sign Shop, Guerrero Building, and Landfill Buildings, Copper Building, S.O. Task Force Buildings at the Fairgrounds, Exhibit hall and Fairgrounds Shop.

Contract End Date: 03-12-19 to 03-11-20

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$10,505.00

Contract Information

Firm Name: Globe Exterminators Contact Person: Gena Roten

Address: P.O. Box 683 Phone No: 928-425-3325

City: Globe State: AZ Fax: _____ Email: rfdmrg@yahoo.com

Fund: Facilities Management/PW/Buildings/Land/Non-Specified/Other services and charges General services

Type of Funds: ☐ Restricted

Fund Code: See attached lists

☐ Grant

☐ General Fund

☐ Other

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 020718

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

PEST CONTROL FOR SOUTHERN GILA COUNTY

FACILITIES MANAGEMENT

Effective March 12, 2018, Gila County and Globe Exterminators entered into a contract whereby Globe Exterminators agreed to provide Pest Control for Southern Gila County for Facilities Management.

Service Agreement No. 020718 will expire March 11, 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. 020718 will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) year term, from March 12, 2019 to March 11, 2020 for a not to exceed Ten Thousand Five Hundred Five dollars and 00/100's (\$10,505.00).

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 12, 2019 to March 11, 2020 period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 5th day of March, 2019.

GILA COUNTY

James Menlove, County Manager

Date: 2-28-19

GLOBE EXTERMINATORS

Signature

William D. Roten III
Print Name



EXECUTIVE SUMMARY FORM

Contract Name: Court Reporting Contract No.: 021919

Statement of Purpose and Need (3-5 Sentences) Gila County Superior Court utilizes this reporter to provide certified court reporter services.

Contract End Date: 03-31-20

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$48,000.00

Contract Information

Firm Name: Susan Kay Byrum Contact Person: Susan Kay Byrum

Address: 525 W. Wagon Trail Phone No: 928-978-2313

City: Payson State: AZ Fax: _____ Email: susanbyrum@gmail.com

General Fund/Indigent Legal Defense/Professional
Fund: services Reporting and transcribing

Fund Code: 1005.345.4210.12

Type of Funds: ☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:

PPROFESSIONAL SERVICES CONTRACT NO. 021919

COURT REPORTING
FOR
THE SUPERIOR COURT OF GILA COUNTY

THIS AGREEMENT, made and entered into this 13th day of March, 2019, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Susan Kay Byrum, CSR, RPR, CRR, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him or her by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself or herself, his or hers heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Court Administrator** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Contractor shall provide court reporting services for the Arizona Superior Court in and for Gila County. The Contractor shall maintain appropriate certifications and other credentials necessary to preserve certified court reporter status. The Contractor shall abide by the provisions of Gila County Local Rule 27, Local Rules of Superior Court. It is the responsibility of the Contractor to provide all supplies necessary to perform the required duties or produce certified transcripts.

Contractor Fee's: The Contractor will be engaged on an "as needed" basis, not to exceed nineteen (19) hours per week. The Court Administration will handle the scheduling of Contractor's services. Contractor will be compensated as follows:

Daily Rate - \$425.00 (8:30 A.M. to 12:30 P.M. and 1:30 P.M. to 5:30 P.M., or 8:30 A.M. to anytime past 12:30 P.M.

Half-day Rate - \$250.00 (8:30 A.M. to 12:30 P.M., or 1:30 P.M. to 5:30 P.M.

Overtime Rate - \$30.00 per fifteen (15) minute increments after 5:30 P.M.

Travel Rates – Mileage to Globe at the County rate. Travel time is \$40.00 per hour if outside of regular court hours.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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

ARTICLE 5 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 6 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 7 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. It is further agreed by Contractor that he or she shall obey all state, federal and local, statutes, rules, and regulations which are applicable to provisions of the services called for herein. Contractor shall not be deemed an officer, employee, or agent of the County.

ARTICLE 8 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 9 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 10 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 11 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 12– TERM: The Contract commences on April 01, 2019 and remains in effect through March 31, 2020. The County shall have the option to renew the contract for three (3) additional one (1) year periods.

ARTICLE 13 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$48,000.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 021919 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


James Menlove, County Manager

Date: 3.13.19

SUSAN KAY BYRUM


Signature

Susan K. Byrum
Print Name



EXECUTIVE SUMMARY FORM

Contract Name: Maintenance Agreement Bizhub C308 Contract No.: Mohave Contract No. 15M_KMBS_0128

Statement of Purpose and Need (3-5 Sentences) Maintenance agreement on a new copier the Community Services department has purchased to replace old copier.

Contract End Date: 02-01-2019 to 01-31-2024

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$1,200.00

Contract Information

Firm Name: Konica Minolta Contact Person: Chip Ryan

Address: 4415 E. Cotton Center Blvd. Phone No: 602-798-7341

City: Phoenix State: AZ Fax: _____ Email: Chip.ryan@kmbs.konicaminolta.us

Fund: Housing/Community Services/Repair and maintenance Office equipment

Type of Funds: ☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Fund Code: Multiple G/L's see attached

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:

Mohave Educational Services Cooperative Contract 15M-KMBS-0128

Maintenance Agreement

Customer Information

Sold to Acct #: _____		Payer/Bill to Acct #: _____		Ship to Acct #: 0001462606	
Name: Gila County		Name: Same		Name: Same	
Attn/Dept: Finance		Attn/Dept: _____		Attn/Dept: Community Services	
Ste/Rm: _____		Ste/Rm: _____		Ste/Rm: Suite 200	
Address: 1400 E. Ash Street		Address: _____		Address: 5515 S. Apache	
City: Globe		City: _____		City: Globe	
State: AZ Zip: 85501		State: _____ Zip: _____		State: AZ Zip: 85501	
Tax Exempt Customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Tax Exemption Number: _____		Tax Exemption Certificate must be attached when applicable.	
PO Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		PO Number: _____		PO Expiration Date: _____ PO must be attached when applicable.	
<input checked="" type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO		PO Contact: Stephanie Chaidez		Email: schaidez@gilacountyaz.gov Ph: 928-402-8897	
Fleet Manager? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name: Dana True		Email: _____ Ph: _____	

Coverage / Billing Options

Coverage: <input checked="" type="checkbox"/> Supply Inclusive <input checked="" type="checkbox"/> Staples Included
Initial Term in Months: <input checked="" type="checkbox"/> 60
Flat Rate Frequency: <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annually
Meter Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually
Effective Date: <input type="checkbox"/> On Install <input type="checkbox"/> Date: 2/1/2019
Billing Day: <input checked="" type="checkbox"/> Selected by KMBS <input type="checkbox"/> Preferred Day: _____ (29th, 30th, and 31st are not an available selection)

Maintenance Pricing

Item	Model Description	Serial Number	Type	Monthly Minimum Volume	Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Sub Fleet	Price Plan
1	BH C308	A7PY017010286	Color			0.03770	2,568		
			B/W		\$30.67		3,693		
2			Color						
			B/W						
3			Color						
			B/W						
4			Color						
			B/W						
5			Color						
			B/W						
6			Color						
			B/W						

☐ Additional Equipment on Schedule B

Comments

This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESCC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

Customer Name: <u>James Menlove</u>	KMBS Representative: <u>Chip Ryan</u>
Customer Title: <u>County Manager</u>	KMBS Manager Name: <u>Dan Rafferty</u>
Customer Signature: <u>[Signature]</u>	KMBS Manager Signature: <u>[Signature]</u>
Date: <u>3.13.19</u>	Date: <u>02/01/19</u>

For Internal Use

Maintenance: <input type="checkbox"/> with Equipment Order <input checked="" type="checkbox"/> Maintenance Only <input checked="" type="checkbox"/> Billed by KMBS <input type="checkbox"/> Billed by Lease Company <input type="checkbox"/> Dealer Serviced			
Originating: 9416847	Sales Rep Name: Chip Ryan	Sales Rep Email Address: chip.ryan@kmbs.konicaminolta.us	Sales District: 94109
Order Taking: 9416847			Processed
Servicing: 9416847			<input type="checkbox"/> Branch <input checked="" type="checkbox"/> Windsor



EXECUTIVE SUMMARY FORM

Contract Name: Maintenance Agreement Bizhub C368 Contract No.: Mohave Contract No. 15M_KMBS_0128

Statement of Purpose and Need (3-5 Sentences) Maintenance agreement on a new copier the Public Fiduciary office has purchased to replace old copier.

Contract End Date: 02-01-2019 to 01-31-2024

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$1,200.00

Contract Information

Firm Name: Konica Minolta Contact Person: Chip Ryan

Address: 4415 E. Cotton Center Blvd. Phone No: 602-798-7341

City: Phoenix State: AZ Fax: _____ Email: Chip.ryan@kmbs.konicaminolta.us

General Fund/Public Fiduciary/Repair and Fund: maintenance Office equipment

Type of Funds: ☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Fund Code: 1005.406.4300.20

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:



Mohave Educational Services Cooperative Contract 15M-KMBS-0128

Maintenance Agreement

Customer Information

Sold to Acct #:		Payer/Bill to Acct #:		Ship to Acct #:	0001065058
Name:	Gila County	Name:	Same	Name:	Same
Attn/Dept:	Finance	Attn/Dept:		Attn/Dept:	Fiduciary Office
Ste/Rm:		Ste/Rm:		Ste/Rm:	Laura Short
Address:	1400 E. Ash Street	Address:		Address:	5515 S. Apache
City:	Globe	City:		City:	Globe
State:	AZ	State:		State:	AZ
Zip:	85501	Zip:		Zip:	85501
Tax Exempt Customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Tax Exemption Number:		Tax Exemption Certificate must be attached when applicable.	
PO Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	PO Number:	PO Expiration Date:	PO must be attached when applicable.		
<input checked="" type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO	PO Contact:	Name:	Stephanie Chaidez	Email:	schaidez@gilacountyaz.gov
Fleet Manager? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name:	Email:		Ph:	928-402-8897

Coverage / Billing Options

Coverage:	<input checked="" type="checkbox"/> Supply Inclusive	<input checked="" type="checkbox"/> Staples Included
Initial Term in Months:	<input checked="" type="checkbox"/> 60	
Flat Rate Frequency:	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annually	
Meter Frequency:	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	
Effective Date:	<input type="checkbox"/> On Install <input type="checkbox"/> Date: 2/1/2019	
Billing Day:	<input checked="" type="checkbox"/> Selected by KMBS <input type="checkbox"/> Preferred Day: _____	(29th, 30th, and 31st are not an available selection)

Maintenance Pricing

MFP		Monthly Minimum		Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Internal Use	
Item	Model Description	Serial Number	Type	Volume			MA #:	
1	BHC 368	A7PU017206052	Color			0.03770	4,490	
			B/W		\$30.67		8,988	
2			Color					
			B/W					
3			Color					
			B/W					
4			Color					
			B/W					
5			Color					
			B/W					
6			Color					
			B/W					

☐ Additional Equipment on Schedule B

Comments

This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESCC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

Customer Name: James Menlove

KMBS Representative: Chip ryan

Customer Title: County Manager

KMBS Manager Name: Dan Rafferty

Customer Signature: James Menlove Date: 3.13.19

KMBS Manager Signature: [Signature] Date: 02/01/19

For Internal Use

Maintenance:	<input type="checkbox"/> with Equipment Order	<input checked="" type="checkbox"/> Maintenance Only	<input checked="" type="checkbox"/> Billed by KMBS	<input type="checkbox"/> Billed by Lease Company	<input type="checkbox"/> Dealer Serviced
Originating:	9416847	Chip Ryan	chip.ryan@kmb.konicaminolta.us	Sales District:	94109
Order Taking:	9416847			Processed:	<input type="checkbox"/> Branch <input checked="" type="checkbox"/> Windsor
Servicing:	9416847				

EXECUTIVE SUMMARY FORM

Contract Name: Temporary Worker Services

Contract No.: 030717

Statement of Purpose and Need (3-5 Sentences)

Amendment No. 3 will allow for Gila County to exercise the option to renew the term of the agreement from March 8, 2019 to March 7, 2020. Public Works requires the ability to obtain temporary services within a reasonably short period of time, primarily in the Facilities and Land Management departments, in order to fill in for current vacancies.

Contract End Date: 03-08-19 to 03-07-20

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$38,000.00

Contract Information

Firm Name: JaLin Enterprises

Contact
Person:

Cheryl Spadafore

Address: 4378 Broadway

Phone No: 928-473-3447

City: Claypool

State: AZ

Fax: _____

Email: jalintemps@hotmail.com

Facilities Management/Public
Works/Buildings/Land/Non-specified/Other
Fund: services and charges General services

Type of Funds: ☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Fund Code: 6880.341.102.000.4200.10

*See breakdown below

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes: Price per hour for custodial position is \$14.93, overtime price per hour is \$22.40.
Price per hour for administrative position is \$17.64, overtime per hour is \$26.46.



AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 030717

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

TEMPORARY WORKER SERVICES

PUBLIC WORKS

Effective January 19, 2017, Gila County and JaLin Enterprises entered into a contract whereby JaLin Enterprises agreed to provide Temporary Worker Services for Public Works.

Amendment No. 1 to Service Agreement No. 030717 was executed on July 19, 2017 to increase the contract by an amount of Fifteen Thousand dollars and 00/100's (\$15,000.00) for a new total contract amount of Thirty-Eight Thousand dollars and 00/100's (\$38,000.00).

Amendment No. 2 to Service Agreement No. 030717 was executed on July 9, 2018 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from March 8, 2018 to March 7, 2019.

Service Agreement No. 030717 will expire March 7, 2019. **Per Article 15-Term**, Gila County shall have the sole option, to renew the contract for two (2) additional one (1) year periods.

Amendment No. 3 to Service Agreement No. 030717 will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term, from March 8, 2019 to March 7, 2020, for a contract amount of not to exceed Thirty-Eight Thousand dollars and 00/100's (\$38,000.00) without prior written approval from the County.

Additionally, Amendment No. 3 to Service Agreement 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 8, 2019 to March 7, 2020 period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 13th day of March, 2019.

GILA COUNTY


James Menlove, County Manager

Date: 3.13.19

JALIN ENTERPRISES


Signature

Lorrie L Andrade
Print Name



EXECUTIVE SUMMARY FORM

Contract Name: Consultant for FY20 Budget Contract No.: 030619

Statement of Purpose and Need (3-5 Sentences) Gila County Superior Court will utilize Jonathan Bearup to provide consultation in the preparation of the FY20 Budget.

Contract End Date: 06-30-19

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$14,400.00

Contract Information

Firm Name: Jonathan Bearup Contact Person: Jonathan Bearup

Address: 41330 N. Cambria Drive Phone No: 301-471-6634

City: San Tan Valley State: AZ Fax: _____ Email: _____

General Fund/Superior Courts General/Salaries
Fund: and wages Regular salaries and wages

Fund Code: 1005.333.4010.10

Type of Funds: ☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:

PROFESSIONAL SERVICES CONTRACT NO. 030619
CONSULTANT FOR FY20 BUDGET
SUPERIOR COURT

THIS AGREEMENT, made and entered into this 13th day of March, 2019, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Jonathan Bearup, of the Town of San Tan Valley, State of Arizona, hereinafter designated the Consultant.

WITNESSETH: The Consultant, for and in consideration of the sum to be paid her by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for herself, her heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Consultant shall provide the Services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Superior Court** or designee.

ARTICLE 2 - FEES: As full and complete compensation for the services to be provided hereunder, Gila County shall pay to the Consultant an hourly fee of:

- Services \$45.00 per hour, not to exceed 80 hours per month.

ARTICLE 3 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Consultant shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the Services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 4 - INDEMNIFICATION CLAUSE: To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") 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 Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

ARTICLE 5 - INSURANCE REQUIREMENTS: Consultant and sub Consultants shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or sub Consultants.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, his agents, representatives, employees or sub Consultants and Consultant is free to purchase additional insurance as may be determined necessary.

The insurance requirements have been modified due to the status of the Consultant as being a sole proprietorship with small scopes of work on Gila County projects. The County Attorney's office has agreed to waive the insurance requirements for Commercial General Liability, Automobile Liability and Worker's Compensation and Employer's Liability under the following conditions:

- The Consultant works from his or her home and has no one going to his or her home on County business.
- The Consultant sets his or her own schedule.
- The Consultant uses his or her own tools and controls his or her own work products.
- The size of a single project does not exceed \$1,000,000 with an annual aggregate amount not to exceed \$2,000,000.

Should a project exceed \$1,000,000, all insurance requirements prevail.

ARTICLE 6 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: Consultant hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Consultant's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Consultant shall further ensure that each subConsultant who performs any work for Consultant under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Consultant and any subConsultant in order to verify such party's compliance with the State and Federal Immigration Laws. Any breach of Consultant's or any subConsultant's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Consultant to penalties up to and including suspension or termination of this Contract. If the breach is by a subConsultant, and the subcontract is suspended or terminated as a result, Consultant shall be required to take such steps as may be necessary to either self-perform the Services that would have been provided under the subcontract or retain a replacement subConsultant as soon as possible so as not to delay project completion.

Consultant shall advise each subConsultant of County's rights, and the subConsultant's obligations, under this Article by including a provision in each subcontract substantially in the following form: "SubConsultant hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SubConsultant's employees, and with the requirements of A.R.S. § 23-214 (A). SubConsultant further agrees that County may inspect the SubConsultant's books and records to insure that SubConsultant is in compliance with these requirements. Any breach of this paragraph by SubConsultant will be deemed to be a material breach of this contract subjecting SubConsultant to penalties up to and including suspension or termination of this contract."

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

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant. The Consultant shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for Services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – ENTIRE CONTRACT CLAUSE: The Consultant and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 10 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Consultant of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

ARTICLE 11 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 12– TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2019.

ARTICLE 13 – PAYMENT/BILLING: Consultant shall be paid an amount not to exceed \$14,400.00 for services, *if required during the term of this contract.*

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for Services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Consultant. Purchase orders sent to the Consultant reflect these terms and conditions.

The Consultant shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Consultant does not have a current W-9.

IN WITNESS WHEREOF, Professional Services Contract No. 030619 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



James Menlove, County Manager

Date: 3-13-19

JONATHAN BEARUP



Signature

Jon Bearup

Print Name



EXECUTIVE SUMMARY FORM

Contract Name: Maintenance Agreement Bizhub C558 Contract No.: Mohave Contract No. 15M_KMBS_0128

Statement of Purpose and Need (3-5 Sentences) Maintenance agreement on a new copier the Health Department has purchased to replace old copier.

Contract End Date: 05-01-2019 to 04-30-2024

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$1,903.68

Contract Information

Firm Name: Konica Minolta Contact Person: Chip Ryan

Address: 4415 E. Cotton Center Blvd. Phone No: 602-798-7341

City: Phoenix State: AZ Fax: _____ Email: Chip.ryan@kmbs.konicaminolta.us

Fund: Health Service Fund/Health/Repair and maintenance Office equipment

Type of Funds: ☐ Restricted
☐ Grant
☐ General Fund
☐ Other

Fund Code: 1008.404.4300.20

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:



Mohave Educational Services Cooperative Contract 15M-KMBS-0128

Maintenance Agreement

Customer Information

Sold to Acct #:		Payer/Bill to Acct #:		Ship to Acct #:	0001462606
Name:	Gila County	Name:	Same	Name:	Same
Attn/Dept:	Finance	Attn/Dept:		Attn/Dept:	Health Department
Ste/Rm:		Ste/Rm:		Ste/Rm:	Suite 100
Address:	1400 E. Ash Street	Address:		Address:	5515 S. Apache
City:	Globe	City:		City:	Globe
State:	AZ	State:		State:	AZ
Zip:	85501	Zip:		Zip:	85501
Tax Exempt Customer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Tax Exemption Number:		Tax Exemption Certificate must be attached when applicable.	
PO Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		PO Number:		PO Expiration Date:	
<input checked="" type="checkbox"/> Individual PO <input type="checkbox"/> Blanket PO		PO Contact: Stephanie Chaidez		Email: schaidez@gilacountyaz.gov Ph: 928-402-8897	
Fleet Manager? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name:		Email:	

Coverage / Billing Options

Coverage:	<input checked="" type="checkbox"/> Supply Inclusive	<input checked="" type="checkbox"/> Staples Included
Initial Term in Months:	<input checked="" type="checkbox"/> 60	
Flat Rate Frequency:	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annually	
Meter Frequency:	<input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	
Effective Date:	<input type="checkbox"/> On Install <input type="checkbox"/> Date: 5-1-19	
Billing Day:	<input checked="" type="checkbox"/> Selected by KMBS <input type="checkbox"/> Preferred Day: (29th, 30th, and 31st are not an available selection)	

Maintenance Pricing

MFP			Monthly Minimum		Monthly Flat Rate \$	Cost Per Copy Rate \$	Start Meter	Internal Use	
Item	Model Description	Serial Number	Type	Volume				MA #:	Price Plan
1	BHC 558	A79K011017089	Color			0.02720			
			B/W		\$63.44				
2			Color						
			B/W						
3			Color						
			B/W						
4			Color						
			B/W						
5			Color						
			B/W						
6			Color						
			B/W						

☐ Additional Equipment on Schedule B

Comments

This agreement incorporates Schedule A-1 KMBS Modified Standard Maintenance Terms and Conditions for Mohave Educational Services Cooperative (MESCC), a copy of which is available upon request. Not binding on KMBS until signed by KMBS Manager.

Customer Name: <u>James Menlove</u>	KMBS Representative: <u>Chip ryan</u>
Customer Title: <u>County Manager</u>	KMBS Manager Name: <u>Dan Rafferty</u>
Customer Signature: <u>[Signature]</u>	KMBS Manager Signature: <u>[Signature]</u>
Date: <u>3-20-19</u>	Date: <u>02/01/19</u>

For Internal Use

Maintenance: <input type="checkbox"/> with Equipment Order <input checked="" type="checkbox"/> Maintenance Only <input checked="" type="checkbox"/> Billed by KMBS <input type="checkbox"/> Billed by Lease Company <input type="checkbox"/> Dealer Serviced	Sales District: <u>94109</u>
Sales Rep Number: <u>9416847</u>	Sales Rep Name: <u>Chip Ryan</u>
Order Taking: <u>9416847</u>	Sales Rep Email Address: <u>chip.ryan@kmbs.konicaminolta.us</u>
Servicing: <u>9416847</u>	Processed: <input type="checkbox"/> Branch <input checked="" type="checkbox"/> Windsor



GUARDIAN RFID SYSTEM AGREEMENT

THIS GUARDIAN RFID SYSTEM AGREEMENT (the "Agreement") is entered into as of February 12, 2019 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Glia County, a body corporate and politic under the laws of the State of Arizona ("Customer"), having its principal place of business at 1100 E South St., Globe, AZ 85501.

WHEREAS, GUARDIAN RFID provides a system comprised of software, hardware, support services and a web-based software as a service platform to deliver a wide range of inmate management, monitoring and tracking solutions (the "GUARDIAN RFID System"), and the Customer desires to implement the GUARDIAN RFID System by licensing the software, purchasing the hardware and support services, and obtaining rights to use the web-based software as a service platform.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

- (a) "Acceptance Criteria" has the meaning provided in Section 9(c)(i).
- (b) "Additional Components" means any components, such as hardware or software, that are not specifically provided under the terms of this Agreement, including, but not limited to, networking equipment, workstations, servers for third party systems, mobile workstations or laptops, and the Customer's Third Party Software.
- (c) "Agreement" has the meaning provided in the recitals.
- (d) "Authorized Customer Personnel" means employees, partners, members, owners, agents or affiliates of the Customer (including any third party to whom the Customer has outsourced all or part of its operations) who need to use the GUARDIAN RFID System in the performance of their duties or collaboration with the Customer, who have agreed to abide by the terms of this Agreement and who have agreed in writing to be bound by the terms of the Confidentiality provisions of this Agreement in Section 15, either by means of an agreement directly with GUARDIAN RFID or pursuant to an agreement with the Customer which restricts the use of the Confidential or Proprietary Information received as an employee, partner, member, owner or affiliate of the Customer. In no case will the term "Authorized Customer Personnel" include any competitor of GUARDIAN RFID.
- (e) "Authorized GUARDIAN RFID Personnel" means officers, employees, partners, members, owners, agents or affiliates of GUARDIAN RFID who provide services to the Customer under the terms of this Agreement.
- (f) "Confidential or Proprietary Information" means any information or data disclosed by either GUARDIAN RFID or the Customer to the other party, including, but not limited to, the terms of this Agreement, negotiations and discussions relating to this Agreement, and any of the following which relate directly or indirectly to the Disclosing Party's products, services or business:
 - (i) technology, ideas, concepts, drawings, designs, inventions, discoveries, improvements, patents, patent applications, specifications, trade secrets, prototypes, processes, notes, memoranda and reports, or
 - (ii) visual representations concerning the Disclosing Party's past, present or future research, technology, know-how, and concepts, or



- (iii) computer programs, software code, written documentation, products, information concerning vendors, members, customers, prospective customers, employees and prospective employees, market research, sales and marketing plans, distribution arrangements, financial statements, financial information, financing strategies and opportunities and business plans,

In addition, the term "Confidential or Proprietary Information" shall include any information disclosed pursuant to any confidentiality or nondisclosure agreement entered into by the parties in contemplation of entering into the business relationship evidenced by this Agreement.

- (g) "Complete End User Training" has the meaning provided in Section 7(b).
- (h) "Correction Notice" has the meaning provided in Section 9(c)(ii).
- (i) "Correction Testing Period" has the meaning provided in Section 9(c)(iii).
- (j) "Customer" has the meaning provided in the recitals.
- (k) "Customer Indemnified Parties" has the meaning provided in Section 17(a).
- (l) "Customer Information" means all Confidential or Proprietary Information disclosed by the Customer to GUARDIAN RFID under this Agreement.
- (m) "Customer Project Manager" means the person authorized by the Customer to serve as the primary point of contact for project management with GUARDIAN RFID as specified in Section 14(b).
- (n) "Customer's Third Party Software" means any software supplied by the Customer that is purchased or licensed from any source external to GUARDIAN RFID, including, but not limited to, operating systems, Internet browsers, plug-ins, content-viewing applications, software frameworks for downloaded content, productivity software, and enterprise software (including, but not limited to, jail, records, offender, medication, prescription, and case management systems).
- (o) "Defended by GUARDIAN RFID™ Seal" has the meaning provided in Section 14(m).
- (p) "Disclosing Party" means a party to this Agreement that discloses its Confidential or Proprietary Information to the other party to this Agreement.
- (q) "Documentation" means all documentation and other materials (including manuals, instructions, training materials, specifications, advertising brochures, promotional materials, flow charts, logic diagrams and other support materials) relating to the operation and functionality of the GUARDIAN RFID Software and GUARDIAN RFID OnDemand.
- (r) "Effective Date" has the meaning provided in the recitals.
- (s) "Extended Term" has the meaning provided in Section 18(a).
- (t) "Go-Live" or "Goes-Live" means the use of the GUARDIAN RFID System as a live, non-test-bed system, which can be exhibited by events such as the completion of the first real-world log entry (e.g., cell check, offender movement, etc.) or a similar event or inmate activity dealing with real-world use.



- (u) **"Go-Live Date"** means the latest to occur of (i) the date of the Installation Notice, or (ii) if any, the date of the last Subsequent Installation Notice. For clarity, the official Go-Live Date will be identified in the first invoice sent by GUARDIAN RFID to the Customer after the GUARDIAN RFID System Goes-Live.
- (v) **"Go-Live Support"** means the training referred to under Section 7(c).
- (w) **"GUARDIAN RFID"** has the meaning provided in the recitals.
- (x) **"GUARDIAN RFID Indemnified Parties"** has the meaning provided in Section 17(b).
- (y) **"GUARDIAN RFID Information"** means Confidential or Proprietary Information disclosed by GUARDIAN RFID to the Customer under this Agreement, including, but not limited to, all Documentation.
- (z) **"GUARDIAN RFID OnDemand"** means the web-based software as a service platform provided by GUARDIAN RFID to the Customer that is used by the Customer to access the server database that hosts the information collected by the GUARDIAN RFID System, and is identified as "Platform" under the "Product Family" column of the quote provided in Addendum A.
- (aa) **"GUARDIAN RFID Personnel"** means any officers, employees, partners, members, owners, agents or affiliates of GUARDIAN RFID.
- (bb) **"GUARDIAN RFID Project Manager"** means the person authorized by GUARDIAN RFID to serve as the primary point of contact for project management with the Customer as specified in Section 6(a).
- (cc) **"GUARDIAN RFID Software"** means the computer programs in object code form and any Updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by GUARDIAN RFID and either identified as "Software" under the "Product Family" column of the quote provided in Addendum A, installed to enable use of GUARDIAN RFID OnDemand, or subsequently licensed to the Customer. GUARDIAN RFID Software specifically excludes any Third Party Software and the Customer's Third Party Software.
- (dd) **"GUARDIAN RFID Software Materials"** means the GUARDIAN RFID Software, the media containing the GUARDIAN RFID Software and the Documentation.
- (ee) **"GUARDIAN RFID System"** has the meaning provided in the recitals, and includes the GUARDIAN RFID Software licensed, the GUARDIAN RFID OnDemand platform licensed for access and use, Hardware sold, Third Party Software used, and services provided by GUARDIAN RFID to the Customer under this Agreement.
- (ff) **"Hardware"** means all hardware, equipment and other tangible items supplied to the Customer by GUARDIAN RFID under this Agreement, including those items identified as "Hardware" under the "Product Family" column of the quote provided in Addendum A.
- (gg) **"Initial Term Fee"** means the sum of the fee amounts listed in Addendum B for (i) Contract Execution, (ii) Access to GUARDIAN RFID OnDemand prior to the Go-Live Date, (iii) Delivery of Hardware and (iv) Go-Live Date.
- (hh) **"Inmate Data"** has the meaning provided in Section 11(d).
- (ii) **"Installation Notice"** has the meaning provided in Section 9(c)(i).



- (jj) "Kick-Off Meeting" has the meaning provided in Section 6(b).
- (kk) "ODBC" means Open Database Connectivity.
- (ll) "Pre-Training Meeting" has the meaning provided in Section 7(a).
- (mm) "Receiving Party" means the party to this Agreement that receives Confidential or Proprietary Information from the other party to this Agreement.
- (nn) "Receiving Party Personnel" means any employees, partners, members, owners or affiliates of the Receiving Party.
- (oo) "Refresher Training" has the meaning provided in Section 7(d).
- (pp) "Renewal Fee" means the fee amount listed in Addendum B attributable to renewing the Agreement for an Extended Term.
- (qq) "Subsequent Installation Notice" has the meaning provided in Section 9(c)(iii).
- (rr) "System Administrator" means any person authorized by the Customer to serve as the primary point of contact for systems administration between the Customer and GUARDIAN RFID as specified in Section 14(c).
- (ss) "Term" means the period beginning on the Effective Date and ending on the earliest to occur of (i) the expiration of the Initial Term plus any Extended Term pursuant to Sections 18(a) and 18(b), or (ii) a termination of this Agreement pursuant to Sections 18(b), 18(c) or 18(d).
- (tt) "Testing Period" has the meaning provided in Section 9(c)(i).
- (uu) "Third Party Software" means any software to be supplied by GUARDIAN RFID under this Agreement that is purchased or licensed from any source external to GUARDIAN RFID for use with or integration into the GUARDIAN RFID System. Third Party Software specifically does not include the Customer's Third Party Software.
- (vv) "Update" means any revision, enhancement, update, correction, security device, limiting device or other modification of the GUARDIAN RFID Software (other than an Upgrade) that GUARDIAN RFID releases or provides after the Effective Date. Such term specifically excludes Upgrades.
- (ww) "Upgrade" means any commercially released version of the GUARDIAN RFID Software that GUARDIAN RFID releases after the Effective Date which adds new or changed functionalities or features to the GUARDIAN RFID Software or allows the GUARDIAN RFID Software to be compatible with another operating system, and new or enhanced products, modules, components or applications offered by GUARDIAN RFID subsequent to the Effective Date that have a functionality similar to the GUARDIAN RFID Software.

2. LICENSE OF GUARDIAN RFID SOFTWARE MATERIALS

- (a) License Grant. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to the GUARDIAN RFID Software Materials, including any Updates provided pursuant to Section 8(a), allowing the Customer and its Authorized Customer Personnel to use solely for the Customer's own business purposes as part of the GUARDIAN RFID System during the Term of this Agreement, in the license amounts set forth in the "Quantity" column of the quote provided in Addendum A. The type of license granted—agency or per



device—is described in the “Product” column of the quote provided in Addendum A. Agency licenses grant access to an unlimited number of Authorized Customer Personnel. Per device licenses grant one license per corresponding device purchased. The license granted does not grant the Customer the right to use the GUARDIAN RFID Software Materials except as set forth in this Agreement and does not grant to the Customer any ownership, title or interest in the GUARDIAN RFID Software Materials, other than as specifically set forth in this Agreement.

- (b) Copies. The Customer may reproduce as many copies of the Documentation as the Customer reasonably deems appropriate to support its use of the GUARDIAN RFID System. The Customer must reproduce all confidentiality, proprietary, copyright and similar notices and disclaimers on any copies made pursuant to this Section.
- (c) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for the GUARDIAN RFID Software provided under this Agreement, adapt the GUARDIAN RFID Software in any way or use it to create a derivative work. GUARDIAN RFID will not be responsible in any way for performance of the GUARDIAN RFID Software if the GUARDIAN RFID has been modified, except as modified by GUARDIAN RFID.

3. SALE OF HARDWARE

- (a) General. Subject to the terms of this Agreement, GUARDIAN RFID will sell, assign, convey, transfer and deliver to the Customer, and the Customer will purchase, receive and accept from GUARDIAN RFID, all right, title and interest in and to the Hardware.
- (b) Consumables. From time to time, additional Hardware consumables (e.g., wristbands, RFID wall readers, mobile device readers, etc.) may need to be purchased by the Customer in order to continue using the GUARDIAN RFID System. The purchases of some Hardware consumables (e.g., mobile device readers, etc.) may require the purchase of additional licenses for GUARDIAN RFID Software and Third Party Software. In the event of additional purchases of Hardware consumables and any corresponding licenses, the Customer shall acquire such additional Hardware and licenses directly from GUARDIAN RFID, and GUARDIAN RFID will invoice the Customer for amounts due for such additional Hardware consumables and corresponding licenses. The Customer will be responsible for paying amounts related to the purchases of additional Hardware consumables and corresponding licenses in accordance with the provisions of Section 10 of this Agreement. Such additional purchases may also cause an increase in the Renewal Fees provided in Addendum B. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace Addendum B.

4. USE OF THIRD PARTY SOFTWARE

- (a) Third Party Software. Subject to the terms of this Agreement, GUARDIAN RFID will install or otherwise allow the Customer to use the Third Party Software as part of the GUARDIAN RFID System. The Customer's use of the Third Party Software is subject to any terms and conditions set forth by the owner of the Third Party Software.
- (b) Restrictions on Usage. The Customer will not decompile, or create by reverse engineering or otherwise, the source codes from the object code for any Third Party Software provided under this Agreement, adapt the Third Party Software in any way or use it to create a derivative work.



5. GUARDIAN RFID ONDEMAND

- (a) Grant of Access. GUARDIAN RFID hereby grants to the Customer a limited, non-exclusive, terminable, non-transferable license to access and use GUARDIAN RFID OnDemand solely for the Customer's own business purposes as part of the GUARDIAN RFID System during the Term of this Agreement. The license granted does not grant the Customer the right to use GUARDIAN RFID OnDemand except as set forth in this Agreement and does not grant to the Customer any ownership, title or interest in GUARDIAN RFID OnDemand, other than as specifically set forth in this Agreement. GUARDIAN RFID OnDemand will interact with the Customer's existing jail management system to automatically share inmate demographic and housing assignment data. The Customer is being granted access to GUARDIAN RFID OnDemand for an unlimited number of Authorized Customer Personnel. The System Administrator will be responsible for providing and removing access to GUARDIAN RFID OnDemand for Authorized Customer Personnel.
- (b) Restrictions on Usage.
 - (i) GUARDIAN RFID reserves the right, in its sole discretion, to limit the Customer's and any Authorized Customer Personnel's use of GUARDIAN RFID OnDemand in the event that GUARDIAN RFID determines that the Customer's or any Authorized Customer Personnel's use is inconsistent with this Agreement.
 - (ii) The Customer and any Authorized Customer Personnel may not use GUARDIAN RFID OnDemand for any purpose that is unlawful or that is prohibited by the terms of this Agreement. The Customer and any Authorized Customer Personnel may not attempt to gain unauthorized access to any part of GUARDIAN RFID OnDemand, other accounts, computer systems or networks connected to any part of GUARDIAN RFID OnDemand through hacking, password mining or any other means, or obtain or attempt to obtain any materials or information through any means not intentionally made available through GUARDIAN RFID OnDemand.
 - (iii) The Customer will not (A) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate GUARDIAN RFID OnDemand; (B) disassemble, decompile, or reverse engineer the software used to provide GUARDIAN RFID OnDemand, or copy or catalog any materials or information made available through GUARDIAN RFID OnDemand other than as permitted under this Agreement; or (C) take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair GUARDIAN RFID OnDemand's control or security systems, or allow or assist a third party to do so.
 - (iv) The Customer will not, and will not allow any party other than GUARDIAN RFID, perform "write" operations directly to or on the GUARDIAN RFID OnDemand server or database, such as by using an ODBC driver, without the express written consent of GUARDIAN RFID.

6. PROJECT MANAGEMENT

- (a) GUARDIAN RFID Project Manager. The GUARDIAN RFID project manager is Paul Baze ("GUARDIAN RFID Project Manager"). The GUARDIAN RFID Project Manager works with the Customer as the single point of contact for implementation of the GUARDIAN RFID System.
- (b) GUARDIAN RFID System Configuration. After the Effective Date, the Authorized GUARDIAN RFID Personnel, under the direction of the GUARDIAN RFID Project Manager, will meet with Authorized Customer Personnel chosen by the Customer via online meeting in order to understand the Customer's operational needs and business rules (the "Kick-Off Meeting"). Authorized GUARDIAN RFID Personnel will observe the Customer's daily operations and use



that information to identify how the GUARDIAN RFID System would best be configured to match and enhance the Customer's workflows. The Authorized GUARDIAN RFID Personnel will inform each System Administrator on configuration options, including user-definable tools, establishing and removing users, and setting user privileges. In the event that the Customer desires that the Kick-Off Meeting be conducted at the Customer's premises, the parties will negotiate in good faith to mutually agree upon a price.

- (c) Implementation and Status Meetings. The GUARDIAN RFID Project Manager will develop and manage the implementation schedule and coordinate with the Customer Project Manager to keep the implementation of the GUARDIAN RFID System on track and on schedule. The GUARDIAN RFID Project Manager will conduct status meetings, as needed or as requested by the Customer, to provide the Customer with status reports.

7. TRAINING

- (a) Pre-Training Meeting. A pre-training Meeting will be completed prior to the Complete End-User Training and Go-Live Support (the "Pre-Training Meeting"). The Pre-Training Meeting attendees should include the Customer Project Manager, each Systems Administrator, any Authorized Customer Personnel chosen by the Customer, the GUARDIAN RFID Project Manager and Authorized GUARDIAN RFID Personnel. Attendees of the Pre-Training Meeting will review the Customer's use of the GUARDIAN RFID System and discuss all policy and procedure considerations. Additionally, Authorized GUARDIAN RFID Personnel will review frequently asked questions about the GUARDIAN RFID System. Information gathered during the Pre-Training Meeting will be used to customize the Complete End-User Training. The Authorized GUARDIAN RFID Personnel will include certified training instructors who will be available to answer questions asked by the Customer relating to the GUARDIAN RFID System.
- (b) Complete End-User Training. Authorized GUARDIAN RFID Personnel who are certified training instructors will conduct an instructional class that will have a duration of approximately four (4) hours and should be attended by each of Authorized Customer Personnel (the "Complete End-User Training"). The Complete End-User Training will focus on building proficiency and confidence using the GUARDIAN RFID System, including using the GUARDIAN RFID Software and GUARDIAN RFID OnDemand, logging a wide range of inmate activities, and assembling RFID wristbands.
- (c) Go-Live Support. Appropriate Authorized GUARDIAN RFID Personnel will be on the Customer's premises for the date the GUARDIAN RFID System is being installed to assist Authorized Customer Personnel with questions that arise and reinforce skills covered during the Complete End-User Training.
- (d) Refresher Training. At the Customer's request, GUARDIAN RFID will provide follow-up training after the Go-Live Date to introduce additional Authorized Customer Personnel to GUARDIAN RFID or refresh existing Authorized Customer Personnel on best practices in using the GUARDIAN RFID System (the "Refresher Training"). Any Refresher Training will be coordinated via online meetings. The fees under this Agreement do not contemplate Refresher Training at the Customer's premises. In the event that the Customer desires that the Refresher Training be conducted at the Customer's premises, the parties will negotiate in good faith to mutually agree upon a price.

8. MAINTENANCE AND SUPPORT

- (a) GUARDIAN RFID Software Updates. GUARDIAN RFID will make available to the Customer all Updates. Those Updates will be provided at no additional charge to the Customer, remain the property of GUARDIAN RFID, and will be licensed to the Customer as part of the GUARDIAN



RFID Software under this Agreement. Updates will be provided on an as-available basis and, subject to Section 14(h), will be installed remotely by GUARDIAN RFID at a time chosen by GUARDIAN RFID, provided that GUARDIAN RFID has communicated that time via email or telephone call to an appropriate contact at the Customer at least 24 hours prior to such Update installation date. The obligation of GUARDIAN RFID to provide Updates pursuant to this Section shall not extend to Upgrades, which the Customer may purchase by executing an amendment to this Agreement pursuant to Section 22(b).

- (b) GUARDIAN RFID OnDemand Hosting Maintenance. GUARDIAN RFID will maintain the servers necessary to host GUARDIAN RFID OnDemand, allow the GUARDIAN RFID Software to interact with GUARDIAN RFID OnDemand, and store data under this Agreement.
- (c) Telephone and Email Support. GUARDIAN RFID will provide telephone and email support, available Monday-Friday during the hours of 8 a.m. to 5 p.m. Central time, excluding federal holidays, for the GUARDIAN RFID Software licensed under this Agreement and GUARDIAN RFID OnDemand and will maintain a support center database to track any reported issues. For weekends and federal holidays, GUARDIAN RFID will provide a contact number in the event of an emergency. Provided that Updates to the GUARDIAN RFID Software have been made available to the Customer, no support will be provided for any earlier version of GUARDIAN RFID Software if more than thirty (30) days have elapsed since GUARDIAN RFID provided the Customer with an end of life notice for that earlier version of the GUARDIAN RFID Software. In addition, the technical support for GUARDIAN RFID OnDemand does not include support for the Customer's jail management system unrelated to GUARDIAN RFID OnDemand, such as any of the Customer's Third Party Software. The telephone and email support provided under this Section does not include custom programming services or training.
- (d) Maintenance and Support Availability. GUARDIAN RFID will provide the maintenance and support described in this Section 8 until this Agreement expires or is terminated.

9. DELIVERY AND ACCEPTANCE

- (a) Delivery of Software to the Customer. GUARDIAN RFID will deliver the GUARDIAN RFID Software Materials to the Customer, either physically or electronically, and install them for the Customer at a mutually agreeable time in the project timeline. In addition, GUARDIAN RFID will install any Third Party Software on the Hardware for use as part of the GUARDIAN RFID System at a mutually agreeable time in the project timeline.
- (b) Delivery of Hardware to the Customer. GUARDIAN RFID will ship the Hardware to the Customer's location at a mutually agreeable time in the project timeline. Any Hardware shipped will be via commercial carrier chosen by GUARDIAN RFID FOB destination, with the price included in the "Total Price" column of the quote provided in Addendum A.
- (c) GUARDIAN RFID System Acceptance.
 - (i) After GUARDIAN RFID provides notice to the Customer that the GUARDIAN RFID System has been successfully installed, which may be conveyed via email (the "Installation Notice"), the Customer will have thirty (30) days to test the GUARDIAN RFID System (the "Testing Period") to determine whether the GUARDIAN RFID Software operates in accordance with the Documentation, that GUARDIAN RFID OnDemand is accessible and that all Hardware has been delivered (the "Acceptance Criteria").
 - (ii) If, in the Customer's reasonable determination, the GUARDIAN RFID System does not satisfy the Acceptance Criteria, the Customer will give notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Testing Period specifying with reasonable



particularly the reason the GUARDIAN RFID System does not satisfy the Acceptance Criteria (a "Correction Notice").

- (iii) GUARDIAN RFID will use reasonable efforts to correct any items specified in a Correction Notice and will provide notice to the Customer, which may be conveyed via email, when the Correction Notice has been addressed in a way that satisfies the Acceptance Criteria (a "Subsequent Installation Notice"). The Customer will have ten (10) days to test the GUARDIAN RFID System to determine whether it meets the Acceptance Criteria (a "Correction Testing Period"). If, in the Customer's reasonable determination, the GUARDIAN RFID System still does not satisfy the Acceptance Criteria, the Customer will provide another Correction Notice to GUARDIAN RFID, which may be conveyed via email, prior to the end of the Correction Testing Period. GUARDIAN RFID will continue to use reasonable efforts to correct any items specified in any Correction Notice and send Subsequent Installation Notices to the Customer, which may be conveyed via email, until the GUARDIAN RFID System meets the Acceptance Criteria, which will be deemed to occur when a Correction Testing Period expires without receipt of a Correction Notice from the Customer. If, in the Customer's reasonable determination, the GUARDIAN RFID System does not satisfy the Acceptance Criteria within sixty (60) days of the first Correction Notice, then the Customer may, with notice to GUARDIAN RFID, deem the first Correction Notice to be a notice of non-conformity which cannot be corrected for purposes of Section 13(a)(ii).

10. FEES AND PAYMENT TERMS

- (a) Fees. The Customer will pay GUARDIAN RFID the fees in the amounts specified in Addendum B.
- (b) Payment Terms. GUARDIAN RFID will invoice the Customer for amounts due under this Agreement after the occurrence of the applicable events specified in Addendum B. The Customer will pay any invoice received from GUARDIAN RFID within thirty (30) days after the date of that invoice. If the Customer fails to pay an amount due within thirty (30) days after the applicable invoice date, the Customer will pay late charges of one and one half percent (1.5%) or the highest amount allowed by law, whichever is lower, per month on such balance, together with all of GUARDIAN RFID's expenses, collection costs and reasonable attorneys' fees incurred in collecting amounts due under this Agreement.
- (c) Taxes. The Customer will pay or reimburse GUARDIAN RFID for sales and use taxes, where applicable, and any other governmental charges levied, imposed or assessed on the use of the GUARDIAN RFID System or on this Agreement, excluding, however, ordinary personal property taxes assessed against or payable by GUARDIAN RFID, taxes based upon GUARDIAN RFID's net income, and GUARDIAN RFID's corporate franchise taxes. GUARDIAN RFID will furnish to the Customer invoices showing separately itemized amounts due under this Section.

11. INTELLECTUAL PROPERTY RIGHTS

- (a) GUARDIAN RFID Intellectual Property.
 - (i) Except for the rights expressly granted to the Customer under this Agreement, GUARDIAN RFID will retain all right, title and interest in and to the GUARDIAN RFID Software Materials and GUARDIAN RFID OnDemand, including all worldwide technology and intellectual property and proprietary rights.
 - (ii) With the exception of the Hardware purchased pursuant to this Agreement, GUARDIAN RFID retains title to any other deliverables under this Agreement, including, but not limited to, all copies and audiovisual aspects of the deliverables and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights in the deliverables.



- (iii) Any and all trademarks and trade names which GUARDIAN RFID uses in connection with this Agreement are and shall remain the exclusive property of GUARDIAN RFID. Nothing in this Agreement will be deemed to give the Customer any right, title or interest in any trademark or trade name of GUARDIAN RFID.
- (iv) GUARDIAN RFID expressly reserves any rights not expressly granted to the Customer by this Agreement.
- (v) The Customer shall not remove, efface or obscure any confidentiality, proprietary, copyright or similar notices or disclaimers from any GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand or any materials provided under this Agreement.
- (b) GUARDIAN RFID Information. GUARDIAN RFID retains ownership of all GUARDIAN RFID Information.
- (c) Customer Information. The Customer retains ownership of all Customer Information.
- (d) Inmate Data. The Customer owns any inmate management, monitoring and tracking data collected as part of the GUARDIAN RFID System ("Inmate Data"). Prior to the expiration or termination of this Agreement, the Customer may access the Inmate Data by either running a report on GUARDIAN RFID OnDemand and exporting the Inmate Data, or requesting that GUARDIAN RFID run a report and send the Customer the Inmate Data. Unless otherwise directed by the Customer, GUARDIAN RFID will maintain a copy of the Inmate Data for up to one (1) year after expiration or termination of this Agreement. Upon request of the Customer made within one (1) year after the expiration or termination of this Agreement, GUARDIAN RFID will run a report and send the Customer the Inmate Data in spreadsheet form.

12. REPRESENTATIONS OF GUARDIAN RFID

- (a) No Infringement. GUARDIAN RFID represents to the Customer that:
 - (i) GUARDIAN RFID owns or otherwise has rights in the GUARDIAN RFID Software Materials and has the full legal right to license the GUARDIAN RFID Software Materials in accordance with this Agreement; and
 - (ii) GUARDIAN RFID has no actual knowledge that the GUARDIAN RFID Software Materials infringe or misappropriate any patent, trademark, copyright or any trade secret or proprietary right of any person or entity.
- (b) Condition of Hardware. GUARDIAN RFID represents to the Customer that, at the time of delivery, the Hardware will be new and unused and that the Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

13. WARRANTIES

- (a) GUARDIAN RFID Software.
 - (i) GUARDIAN RFID warrants that, during the Term of this Agreement, the GUARDIAN RFID Software will operate in accordance with and otherwise conform to the Documentation, provided that (A) no party other than Authorized GUARDIAN RFID Personnel has altered any portion of the GUARDIAN RFID Software, (B) the GUARDIAN RFID Software is operated on the Hardware and (C) the Customer has met its obligations under Section 14.



- (ii) In the event of a claim by the Customer under this GUARDIAN RFID Software warranty, which claim should be made by notice to GUARDIAN RFID specifying with reasonable particularity the claimed non-conformity, GUARDIAN RFID will use reasonable efforts to correct the non-conformity. If within sixty (60) days after receipt of the notice of non-conformity from the Customer, GUARDIAN RFID shall not have either corrected the non-conformity or, in the case of a non-conformity which cannot be corrected in sixty (60) days, begun in good faith to correct the non-conformity, then the Customer's sole remedy under this warranty is to terminate the Agreement in accordance with the provisions of Section 18(d), in which case the notice of non-conformity sent by the Customer pursuant to this Section will be deemed to be the notice required by Section 18(d). If the non-conformity which cannot be corrected occurs prior to the time the GUARDIAN RFID System meets the Acceptance Criteria pursuant to Section 9(c) and the Customer terminates the Agreement pursuant to Section 18(d), then the Customer will receive from GUARDIAN RFID a refund of all fees paid under the Agreement, in which case the Customer must return to GUARDIAN RFID the GUARDIAN RFID Software Materials licenses, Hardware, licenses to use and access GUARDIAN RFID OnDemand and other products purchased from GUARDIAN RFID. In no other circumstances will GUARDIAN RFID be obligated to provide a refund of fees paid under the Agreement or be obligated to accept the return of Hardware or other products purchased from GUARDIAN RFID.
- (b) Hardware. All Hardware warranties provided by the manufacturer will be passed through to the Customer. GUARDIAN RFID will be solely responsible for processing and managing all Hardware warranty claims during the Term of this Agreement.
- (c) DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, GUARDIAN RFID DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, PARTICULARLY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, GUARDIAN RFID DOES NOT GUARANTEE THAT THE GUARDIAN RFID SYSTEM WILL BE ACCESSIBLE ERROR-FREE OR UNINTERRUPTED. THE CUSTOMER ACKNOWLEDGES THAT GUARDIAN RFID DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT ACCESS TO THE GUARDIAN RFID SYSTEM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GUARDIAN RFID IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

14. CUSTOMER OBLIGATIONS

- (a) Access to Premises and Authorized Customer Personnel. The Customer will provide GUARDIAN RFID with reasonable and timely access to the Customer's premises and Authorized Customer Personnel necessary for GUARDIAN RFID to perform its obligations under this Agreement.
- (b) Customer Project Manager. The Customer will name one primary customer project manager, who will be the main point of contact for GUARDIAN RFID with respect to project management ("Customer Project Manager"). The Customer Project Manager will be responsible for managing and coordinating the Customer's resources to complete assigned project tasks and activities. The Customer Project Manager will also be responsible for designating persons responsible for specific roles as needed, such as System Administrator, and ensuring that tasks assigned to these individuals are completed. The Customer Project Manager will also be responsible for sign-offs of various project documents and will have the authority to speak for the Customer from a project perspective.



- (c) System Administrator. The Customer will name one or more system administrators to serve as a primary point(s) of contact between the Customer and GUARDIAN RFID with respect to system administration (each, a "System Administrator"). At least one (1) System Administrator must be available at all times. The Customer will ensure that the System Administrators possess the appropriate technology and public safety knowledge and skills to perform this role sufficiently.
- (d) Hardware Installation. The Customer will be responsible for installing and maintaining all hardware not specified under this Agreement to be installed or maintained by GUARDIAN RFID.
- (e) Customer's Third Party Software. The Customer will be responsible for installing, maintaining and updating all of the Customer's Third Party Software.
- (f) Facility Preparation. The Customer will be responsible for performing any actions not specifically delegated to GUARDIAN RFID under this Agreement that are required to prepare the facility for installation of the GUARDIAN RFID System, including, but not limited to, providing appropriate uninterrupted power, air conditioning, sufficient space, electrical drops, network and physical security, network equipment, network drops, and other similar items.
- (g) System Configuration. The Customer will make appropriate subject matter experts available to perform GUARDIAN RFID System configuration tasks as assigned.
- (h) System Updates. The Customer will work in good faith to allow GUARDIAN RFID to timely install Updates as requested by GUARDIAN RFID.
- (i) Other Server Maintenance. Other than as provided in Section 8(b), the Customer is responsible for all general maintenance of the Customer's servers, including data backups, operating system updates, virus protection, database software updates, and other general performance of the Customer's servers.
- (j) Warranty Requests. The Customer will submit all Hardware warranty claims to GUARDIAN RFID for processing and managing, and promptly respond to any requests from GUARDIAN RFID for information or cooperation related to those warranty claims.
- (k) Additional Components. If the Customer desires Additional Components for use with the GUARDIAN RFID System, the Customer will be solely responsible for obtaining and supporting such Additional Components. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for obtaining or supporting those Additional Components.
- (l) Third Party Costs. The Customer will be solely responsible for any third party costs related to the implementation of the GUARDIAN RFID System. The Customer expressly agrees that GUARDIAN RFID will have no responsibility under this Agreement for any third party costs related to the implementation of the GUARDIAN RFID System, including, but not limited to, any third party costs associated with the implementation of any Additional Components or any of the Customer's Third Party Software.
- (m) Usage Seal. The Customer will, no later than fourteen (14) days after the Go-Live Date, display the Defended by GUARDIAN RFID™ Seal on the Customer's website and link the Defended by GUARDIAN RFID™ Seal to the GUARDIAN RFID website (<https://www.guardianrfid.com>). For avoidance of doubt, the "Defended by GUARDIAN RFID™ Seal" is as follows, a digital copy of which can be obtained from the GUARDIAN RFID Project Manager:



In addition, the Customer may, but is not required, to include some or all of the following additional information about GUARDIAN RFID on the Customer's website:

[Insert Customer's Proper Name] uses GUARDIAN RFID to manage, monitor, and track inmates in-custody. Radio frequency identification (RFID) technology is used to ensure staff and inmate compliance, and optimizes our data collection and reporting responsibilities as mandated by state and national corrections standards.

Inmates are required to wear non-implantable devices at all times. Any incident of non-compliance will not be tolerated and an inmate will be subject to fines and disciplinary action, including prosecution.

All systems and devices using RFID technology are designed, tested, and manufactured to comply with Federal Communications Commission (FCC) regulations. RF energy levels generated are similar to those found in consumer electronics. Inmate-worn devices are hypoallergenic.

RF-based inmate identification is the exclusive property of [Insert Customer's Proper Name].

15. CONFIDENTIALITY

- (a) Use and Handling of Confidential or Proprietary Information. The Receiving Party shall keep the Confidential or Proprietary Information confidential, shall use such information solely for performing its obligations under this Agreement, and shall not disclose to any persons or entities any of the Confidential or Proprietary Information without the prior written consent of the applicable Disclosing Party. The Receiving Party shall make the Confidential or Proprietary Information available only to Receiving Party Personnel who have a demonstrable need for such information, provided that the Receiving Party has informed all such Receiving Party Personnel of the Receiving Party's obligations under this Agreement and such Receiving Party Personnel have agreed in writing to be bound by the terms of this Agreement, either by means of an agreement directly with the Disclosing Party or pursuant to an agreement with the Receiving Party which restricts the use of the Confidential or Proprietary Information received as Receiving Party Personnel. In accepting any Confidential or Proprietary Information disclosed to the Receiving Party under this Agreement, the Receiving Party agrees to preserve the confidentiality of such information with at least the same degree of care as that taken by the Receiving Party to preserve and protect its own Confidential or Proprietary Information, in no case less than a reasonable degree of care. The Receiving Party agrees to maintain adequate safeguards and procedures to prevent the theft, loss or dissemination of any of the Confidential or Proprietary Information, and, in the event of any such theft, loss or dissemination, shall notify the Disclosing Party immediately.
- (b) Exceptions to Confidential Treatment. The Receiving Party shall not be obligated to maintain any information in confidence or refrain from use if:
- (i) the information was lawfully in the Receiving Party's possession or was known to it prior to its disclosure from the Disclosing Party as evidenced by written records;
 - (ii) the information is, at the time of disclosure, or thereafter becomes public knowledge without the fault of the Receiving Party (provided, however, that the act of copyrighting, patenting or



otherwise publishing or aiding in publication by the Disclosing Party shall not cause or be construed as causing the copyrighted materials or patented technologies to be in the public domain);

- (iii) the information is or becomes rightfully available on an unrestricted basis to the Receiving Party from a source other than the Disclosing Party which did not acquire the same under an obligation of confidentiality to the Disclosing Party;
- (iv) the information becomes available on an unrestricted basis to a third party from the Disclosing Party or from someone acting under its control;
- (v) disclosure is required by subpoena or pursuant to a demand by any governmental authority; or
- (vi) disclosure is required by open records laws, such as the federal Freedom of Information Act or similar state "sunshine" laws.

Before relying on the exceptions of this Section 15(b), and disclosing any Confidential or Proprietary Information, the Receiving Party shall notify the Disclosing Party in writing of its intent to do so, and give the Disclosing Party a period of fifteen (15) days to object or otherwise take action to protect its rights and interest in such information, provided that if the exception being relied upon is Section 15(b)(vi), then such fifteen (15) day period will be extended to be the maximum amount of time allowed pursuant to the applicable open records law.

- (c) Return of Materials. Upon request from the Disclosing Party, the Receiving Party shall immediately return to the Disclosing Party all copies of Confidential or Proprietary Information received under this Agreement; and all copies of notes, reports, or other documents or materials that reflects such Confidential or Proprietary Information provided, however, that if the Disclosing Party requests, the Receiving Party shall immediately destroy all Confidential or Proprietary Information and certify such destruction to the Disclosing Party.
- (d) Confidentiality Remedies. The Receiving Party acknowledges that any breach of the provisions of this Section 15 could result in immediate and irreparable injury to the Disclosing Party for which an award of money damages would be inadequate. The Receiving Party agrees, therefore, that the Disclosing Party shall have the right to seek equitable relief including an injunction to specifically enforce the terms of this Section 15, and to obtain any other legal or equitable remedies that may be available to it. In the event of any breach by the Receiving Party of this Section 15, the Receiving Party agrees to pay reasonable costs and legal fees incurred by the Disclosing Party in pursuit of any of its rights under this Section 15, in addition to any damages sustained by the Disclosing Party by reason of such breach, provided that the Disclosing Party prevails in the suit, action or proceeding in which such costs and fees were incurred.

16. LIMITATION OF LIABILITY

IN NO EVENT WILL GUARDIAN RFID'S LIABILITY TO THE CUSTOMER FOR DAMAGES UNDER THIS AGREEMENT, INCLUDING GUARDIAN RFID'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, EXCEED THE AMOUNT OF FEES PAID BY THE CUSTOMER UNDER THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THEIR RESPECTIVE OBLIGATIONS UNDER THIS AGREEMENT.



17. INDEMNIFICATION

- (a) Indemnification by GUARDIAN RFID. GUARDIAN RFID will defend, indemnify, and hold harmless the Customer and the Authorized Customer Personnel (the "Customer Indemnified Parties"), from and against all costs, charges and expenses (including attorneys' fees) arising from any third party claim, action, suit, or proceeding against any Customer Indemnified Party (a "Customer Indemnified Claim") to the extent the Customer Indemnified Claim is based on: (i) any claim that the GUARDIAN RFID Software infringes a patent, copyright or other proprietary right or violates a trade secret; and (ii) any gross negligence, willful misconduct or fraud of GUARDIAN RFID or Authorized GUARDIAN RFID Personnel.
- (b) Indemnification by the Customer. The Customer will defend, indemnify, and hold harmless GUARDIAN RFID and any GUARDIAN RFID Personnel ("GUARDIAN RFID Indemnified Parties"), from any and all costs, charges and expenses (including attorneys' fees) which result from any third party claim, action, suit, or proceeding against any GUARDIAN RFID Indemnified Party (a "GUARDIAN RFID Indemnified Claim") to the extent the Customer Indemnified Claim is based on: (i) the Customer's use of the GUARDIAN RFID Software or GUARDIAN RFID OnDemand other than as permitted under this Agreement; and (ii) any gross negligence, willful misconduct or fraud of the Customer or officials, employees, partners, members, owners, agents or affiliates of the Customer.

18. TERM AND TERMINATION

- (a) Term. The initial term of this Agreement shall begin on the Effective Date and extend to the first anniversary of the Go-Live Date (the "Initial Term"). After the Initial Term, subject to Section 18(b), this Agreement will be automatically renewed for up to three (3) additional one-year (1-year) periods (each such period, an "Extended Term").
- (b) Termination for Convenience.
- (i) Non-Renewal. This Agreement may be terminated for convenience by either party by providing a non-renewal notice to the other party at least sixty (60) days prior to the end of the Initial Term or the end of any Extended Term, as applicable. Such termination will be effective as of the end of such Initial Term or Extended Term, as applicable.
- (ii) Early Termination. This Agreement may be terminated for convenience by the Customer prior to the end of the Initial Term or any Extended Term upon sixty (60) days' notice of such early termination to GUARDIAN RFID. Such termination will be effective as of the end of the sixty (60) days' notice period. Any early termination for convenience by the Customer made pursuant to this Section 18(c)(c)(ii) during the Initial Term will cause any remaining portions of the Initial Term Fee that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in Addendum B have occurred.
- (c) Termination by GUARDIAN RFID for Cause.
- (i) GUARDIAN RFID may terminate this Agreement immediately and discontinue any of its obligations under this Agreement by notice to the Customer if:
- (A) the Customer ceases to actively conduct its business, files a voluntary petition for bankruptcy or has filed against it an involuntary petition for bankruptcy, makes a general assignment for the benefit of its creditors, or applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee;



- (B) the Customer attempts, without the consent of GUARDIAN RFID, to assign its rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law or otherwise; or
- (C) the Customer fails to comply with the terms of the license of GUARDIAN RFID Software Materials provided in Section 2, the terms of the license to access and use GUARDIAN RFID OnDemand provided in Section 5, the provisions regarding GUARDIAN RFID's intellectual property rights in Section 11(a) and 11(b), or the Confidentiality provisions of Section 15.
- (ii) GUARDIAN RFID may terminate this Agreement upon thirty (30) days' notice to the Customer if the Customer breaches its obligation to pay any fee or otherwise materially breaches any provision of this Agreement not otherwise specified in Section 18(c)(i) and fails to cure such breach within such notice period.
- (d) Termination by the Customer for Cause. The Customer may terminate this Agreement upon sixty (60) days' notice to GUARDIAN RFID if GUARDIAN RFID materially breaches any provision of this Agreement and fails to cure such breach within such notice period, provided, however, that if such breach cannot be cured within sixty (60) days and GUARDIAN RFID has begun in good faith to cure such breach, then GUARDIAN RFID shall have an additional period of sixty (60) days to cure such breach. This provision shall apply in the event that GUARDIAN RFID is unable to correct a non-conformity pursuant to Section 13(a)(ii) of this Agreement.
- (e) Post-Termination Rights and Obligations.
 - (i) Upon expiration or termination of this Agreement, the grant of the license of the GUARDIAN RFID Software Materials, the grant of access to GUARDIAN RFID OnDemand and all other rights granted to the Customer under this Agreement will immediately terminate and revert to GUARDIAN RFID and the Customer must discontinue all use of the GUARDIAN RFID Software Materials and GUARDIAN RFID OnDemand.
 - (ii) The following shall survive the expiration or termination of this Agreement:
 - (A) The provisions of Sections 11 ("Intellectual Property Rights"), 15 ("Confidentiality"), 16 ("Limitation of Liability"), 17 ("Indemnification"), and 21 ("Non-Disparagement");
 - (B) The provisions of Section 10 ("Fees and Payment Terms"), with respect to fees incurred prior to the expiration or termination of the Agreement and with respect to fees accelerated in connection with such expiration or termination;
 - (C) The Customer's obligation to pay any fees incurred prior to the expiration or termination of the Agreement or accelerated in connection with such expiration or termination; and
 - (D) In the case of a non-conformity that GUARDIAN RFID is unable to correct pursuant to Section 13(a)(ii): (1) GUARDIAN RFID's obligation to provide a refund to the customer, and (2) the Customer's obligation to return to GUARDIAN RFID the GUARDIAN RFID Software Materials licenses, Hardware, licenses to use and access GUARDIAN RFID OnDemand and other products purchased from GUARDIAN RFID.

19. INSURANCE

- (a) Types of Insurance. GUARDIAN RFID will maintain in full force and effect insurance of the following kinds and amounts, and meeting the other requirements set forth in this Section.



- (i) Commercial General Liability Insurance. Occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence plus an umbrella policy of not less than \$4,000,000, for a total of \$5,000,000 for each occurrence. If such insurance contains a general aggregate limit it will apply separately to this Agreement or be no less than two times the occurrence limit.
- (ii) Occurrence Based Products and Completed Operations Liability Insurance. Products and completed operation liability insurance with a limit not less than \$2,000,000 for each occurrence/\$2,000,000 general aggregate.
- (iii) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance will include coverage for owned, hired and non-owned vehicles.
- (iv) Workers' Compensation Insurance. Workers' compensation insurance or equivalent form with limits not less than:
 - (A) Bodily Injury by Accident: \$1,000,000 Each Accident
 - (B) Bodily Injury by Disease: \$1,000,000 Each Employee
 - (C) Bodily Injury by Disease: \$1,000,000 Policy Limit
- (b) Certificates of Insurances. At the Customer's request, GUARDIAN RFID will provide properly executed Certificates of Insurance which will clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on thirty (30) days prior written notice to the Customer.

20. INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood by the Customer and GUARDIAN RFID that GUARDIAN RFID and any Authorized GUARDIAN RFID Personnel will not be construed to be, and are not, employees of the Customer. GUARDIAN RFID will provide services to the Customer as an independent contractor with control over the time, means and methods for fulfilling its obligations under this Agreement. GUARDIAN RFID further acknowledges that neither it nor any of the Authorized GUARDIAN RFID Personnel is entitled to benefits from the Customer such as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment with the Customer.

21. NON-DISPARAGEMENT

During the Term of the Agreement, and for a period of one (1) year after termination or expiration of the Agreement, each party will refrain from any statements or comments (in oral or written form) that could damage, disparage, or cause injury to the other party's reputation.

22. MISCELLANEOUS

- (a) Entire Agreement. This Agreement, including its Addenda and documents or other information specifically referenced in this Agreement, constitutes the entire expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.



- (b) **Amendments.** The parties may not amend this Agreement except in a writing that each party signs. The terms of such amendment will apply as of the effective date of the amendment, unless the amendment specifies otherwise.
 - (c) **Change Orders.** Any change orders and out-of-scope work must be agreed to by executing an amendment to this Agreement pursuant to Section 21(b).
 - (d) **Waiver.** No provision of this Agreement will be waived except pursuant to a writing executed by the party against which the waiver is sought. No waiver will be applicable other than in the specific instance in which it is given. No failure to exercise, partial exercise of, or delay in exercising any right or remedy or failure to require the satisfaction of any condition under this Agreement will operate as a waiver or estoppel of any right, remedy or condition.
 - (e) **Assignment.** This Agreement will be binding upon, and the benefits and obligations provided for in this Agreement will inure to, the parties and their respective owners, shareholders, members, heirs, legal representatives, successors and assigns. The Customer may not assign, without the prior written consent of GUARDIAN RFID, which consent will not be unreasonably withheld, the Customer's rights and obligations under this Agreement, in whole or in part, whether by merger, consolidation, assignment, sale of stock, operation of law or otherwise, and any attempt to do so will be deemed a material breach of this Agreement.
 - (f) **Notice.** Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement will do so in writing and will use one of the following methods of delivery:
 - (i) Delivered personally, with the notice effective upon delivery;
 - (ii) U.S.-recognized overnight courier, with the notice effective at the time delivery is shown in the courier's records; or
 - (iii) Postage prepaid by U.S. registered or certified mail, return receipt requested, with the notice effective upon receipt or upon the date that delivery is attempted and refused.
- All notices shall be addressed to the parties at the addresses set forth in the recitals of this Agreement, except that either party may designate another notice address in a notice given under this Section.
- (g) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.
 - (h) **Remedies.** Unless otherwise specified in this Agreement, the rights and remedies of both parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
 - (i) **Construction.** This Agreement will be constructed as if drafted by both parties and will not be strictly construed against either party as a result of drafting.
 - (j) **Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
 - (k) **No Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties to this Agreement.
 - (l) **Force Majeure.** Any delay or failure of performance of either party to this Agreement will not constitute a breach of the Agreement or give rise to any claims for damages, if and to the extent



that such delay or failure is caused by an occurrence beyond the reasonable control of the party affected, including acts of governmental authorities, acts of God, material shortages, wars, riots, rebellions, sabotage, fire, explosions, accidents, floods, strikes or lockouts of third parties, or electrical, internet, or telecommunication outage that is not caused by the obligated party. If one of the parties intends to invoke this provision, that party will promptly notify the other party of the cause of the delay or failure beyond its reasonable control and will use commercially reasonable efforts to mitigate the resulting delay or failure. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Customer's obligation to pay for the GUARDIAN RFID System under this Agreement.


- (m) Non-Discrimination. GUARDIAN RFID agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990. GUARDIAN RFID agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by GUARDIAN RFID, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.
- (n) Export Control. GUARDIAN RFID agrees that if the U.S. export laws are or become applicable, it will not export any of the Customer's data and/or information received under this Agreement to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless GUARDIAN RFID has obtained prior written authorization from the appropriate authority responsible for such matters.
- (o) Governing Law. The laws of the State of Arizona, without regard to Arizona's choice-of-law principles, govern all matters arising out of or related to this Agreement.
- (p) Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its SubContractors engaged in performance of this Agreement to ensure that the other party and its SubContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
- (q) 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 as if fully set forth in this contract.



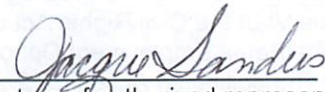
By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration.

GUARDIAN RFID

CUSTOMER

By: 
(signature of authorized representative)

Name: Ken Dalley
Title: President
Date: 3-13-2019

By: 
(signature of authorized representative)

Name: JACQUE SANDERS
Title: Deputy County Manager
Date: 3-20-19



ADDENDUM A

QUOTE

See quote on following page.



Company Address 6900 Wedgwood Rd. N, Suite 325
Maple Grove, MN 55311
US

Created Date 2/12/2019

Expiration Date 3/1/2019

Quote Name Level 2 - Gila Co. Sheriff (AZ)

Quote Number 00002409

Prepared By Frank Montemorano

Email francis.montemorano@guardianrfid.com

Contact Title Major

Contact Name Justin Solberg

Phone (928) 961-1270

Email jsolberg@gilacountyaz.gov

Bill To Name Gila Co. Sheriff (AZ)

Bill To 1100 E South St
Globe, AZ 85501

Ship To Name Gila Co. Sheriff (AZ)

Ship To 1100 E South St
Globe, AZ 85501

Product	Product Family	Quantity	Sales Price	Total Price
GUARDIAN RFID® Hard Tag	Hardware	100.00	\$14.95	\$1,495.00
GUARDIAN RFID® Spartan™ - Ultra-Rugged Android Mobile (3yr. Ext. Warranty Charge Only Cradle)	Hardware	6.00	\$2,295.00	\$13,770.00
GUARDIAN RFID® Mobile Command™ (Android Device License)	Software	6.00	\$695.00	\$4,170.00
GUARDIAN RFID® OnDemand™ - Level 2 License (101-250 Inmates) Agency License	Platform	1.00	\$8,995.00	\$8,995.00
GUARDIAN RFID® Operational Intelligence™ - Level 2 License (100-249 Inmates) Agency License	Software	1.00	\$2,995.00	\$2,995.00
Metal Crimping Tool	Hardware	2.00	\$90.00	\$180.00
PL4A Laminator (4")	Hardware	2.00	\$325.00	\$650.00
Primera LX500 Label Printer	Hardware	2.00	\$1,495.00	\$2,990.00
RFID Desktop Reader (USB)	Hardware	2.00	\$325.00	\$650.00
GUARDIAN RFID® - Level 2 (101-250 Inmates) Implementation Fee	Professional Service	1.00	\$2,495.00	\$2,495.00
(Professional Services) On-Site Training	Professional Service	3.00	\$1,495.00	\$4,485.00
CLINCHER RFID WIDE Metal Fastener (Navy)	Hardware	1.00	\$450.00	\$450.00
CLINCHER RFID WIDE Metal Fastener (Red)	Hardware	1.00	\$450.00	\$450.00
CLINCHER RFID WIDE Metal Fastener (White)	Hardware	1.00	\$450.00	\$450.00
Custom Insert Labels (LX400, LX500)	Hardware	1.00	\$49.95	\$49.95
Subtotal			\$44,274.95	
Shipping and Handling			\$250.00	
Grand Total			\$44,524.95	



ADDENDUM B

FEE PAYMENT SCHEDULE

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

Fee Type*	Event Occurrence	Amount
First 25% of Initial Term Fee	Contract Execution**	\$11,131.24
Second 25% of Initial Term Fee	Access to GUARDIAN RFID OnDemand prior to the Go-Live Date**	\$11,131.24
Third 25% of Initial Term Fee	Delivery of Hardware**	\$11,131.24
Final 25% of Initial Term Fee	Go-Live Date**	\$11,131.24
Extended Term 1 Renewal Fee***	First anniversary of the Go-Live Date (Unless Agreement is terminated prior to renewal pursuant to Section 18)	\$7,800.00
Extended Term 2 Renewal Fee***	Second anniversary of the Go-Live Date (Unless Agreement is terminated prior to renewal pursuant to Section 18)	\$7,800.00
Extended Term 3 Renewal Fee***	Third anniversary of the Go-Live Date (Unless Agreement is terminated prior to renewal pursuant to Section 18)	\$7,800.00

*These amounts do not include any taxes.

** In accordance with Section 18(b), termination for convenience by the Customer during the Initial Term will cause any remaining portions of the Initial Term Fee that have not already been paid by Customer to be accelerated and become immediately due and payable by Customer to GUARDIAN RFID, regardless of whether the events specified in this Addendum B have occurred.

*** Renewal Fees represent the costs for renewing licenses to use the GUARDIAN RFID System for any Extended Terms and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID OnDemand platform, or Third Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B. In addition to increases due to those additional purchases, renewal fees may be increased by up to 3.5% annually, provided that GUARDIAN RFID provides



notice to the Customer ninety (90) days prior to the end of the Initial Term or the end of any Extended Term, as applicable.

GUARDIAN RFID will provide to the Customer a \$500.00 credit towards hardware, software, consumables, or professional services for every successful referral that results in a signed System Agreement. Earned credits will have no expiration. This incentive offer is valid for two years from the Effective Date.



EXECUTIVE SUMMARY FORM

030719

Contract Name: Sheriff's Office Appliance Service and Repair

120514

Statement of Purpose and Need (3-5 Sentences) Contractor will provide the repair and service of miscellaneous equipment located at the Globe and Payson Sheriff's Office, Globe Posse Building, and Roosevelt Sub-Station. List of equipment includes **but is not limited to:** ice maker, commercial & convention ovens, commercial washers, dryers, drinking fountain, boiler system, dishwasher, kettle/warmer, evap. cooler, walk-in cooler and sinks.

Contract End Date: One year from signature.

Renewal Option: ☐ Yes
☐ No

Maximum Dollar Limit: \$5,000.00

Contract Information

Firm Name: Service Plus, Inc

Contact

Person:

Kate Brooks

Address: 200 W. Aero

Phone No: 474-5664

City: Payson

State: AZ

Fax: _____

Email: azserviceplus@gmail.com

Fund: General Fund/Sheriff/Detention/Other Services & charges/General Services

Type of Funds: ☐ Restricted

☐ Grant

☐ General Fund

☐ Other

Fund Code: 1005.300.442.4200.10

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:

SERVICE AGREEMENT NO. 030719
APPLIANCE SERVICE AND REPAIR

SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 20th day of March, 2019, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Service Plus, Inc., of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Sheriff's Office** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 030719** by mention made a binding part of this agreement as set forth herein.

The Contractor shall provide for the complete provision in the scope of work below in a good and workmanlike and substantial manner and to the satisfaction of the County.

Contractor shall provide for the repair and service of miscellaneous equipment located at the Globe and Payson Sheriff's Office, Globe Posse Building, and the Roosevelt Sheriff's Sub-Station.

List of equipment shall include but not be limited to:

- Ice Maker
- Commercial & Convection Oven
- Commercial Dryer
- Commercial Washer
- Drinking Fountain
- Boiler System
- Dishwasher
- Kettle/Warmer
- Evaporative Cooler
- Walk-in Cooler
- Sink

Contractor Fee's:

- \$90.00 per hour + material for service call during normal business hours of 8 to 5
(A 10% discount shall be applied to all labor charges.)
- Call Out to be paid at time and a half, \$135.00
- Holiday Call Out will be paid at double time, \$180.00

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 030719** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 030719**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

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

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

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

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

1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – IMMIGRATION LAW COMPLIANCE WARRANTY: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish

compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use.

Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on the date it is signed by the County Manager and remains for a period of one year from that date, unless terminated earlier pursuant to this contract. The County shall have the sole option to renew the contract for three (3) additional one (1) year periods.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$5,000.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 030719 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

SERVICE PLUS, INC.


For: James Menlove, County Manager


Signature

Date: 3-20-19


Print Name

Mileage Rates From Payson***\$2.76 per mile******\$3.53 per mile for OT travel******\$4.28 per mile for Holiday travel***

Location	Miles One Way	½ Trip	Round Trip	O.T. Trip	Holiday Trip
Apache Junction	90	\$248.40	\$496.80	\$635.40	\$770.40
Bison Ranch	50	\$138.00	\$276.00	\$353.00	\$428.00
Camp Geronimo	20	\$55.20	\$110.40	\$141.20	\$171.20
Camp Verde	58	\$160.08	\$320.16	\$409.48	\$496.48
Christopher Creek	25	\$69.00	\$138.00	\$176.50	\$214.00
Cottonwood	75	\$207.00	\$414.00	\$529.50	\$642.00
Flagstaff	100	\$276.00	\$552.00	\$706.00	\$856.00
Forest Lakes	40	\$110.40	\$220.80	\$282.40	\$342.40
Globe	82	\$226.32	\$452.64	\$578.92	\$701.92
Happy Jack	40	\$110.40	\$220.80	\$282.40	\$342.40
Heber	45	\$124.20	\$248.40	\$317.70	\$385.20
Holbrook	98	\$270.48	\$540.96	\$691.88	\$838.88
Jakes Corner	19	\$52.44	\$104.88	\$134.14	\$162.64
Kayenta	260	\$717.60	\$1435.20	\$1835.60	\$2225.60
Kohls Ranch	18	\$49.68	\$99.36	\$127.08	\$154.08
Overgaard	48	\$132.48	\$264.96	\$338.88	\$410.88
Page	240	\$662.40	\$1324.80	\$1694.40	\$2054.40
Pine	16	\$44.16	\$88.32	\$112.96	\$136.96
Pinetop/Lakeside	102	\$281.52	\$563.04	\$720.12	\$873.12
Prescott	100	\$276.00	\$552.00	\$706.00	\$856.00
R-C Scout Camp	20	\$55.20	\$110.40	\$141.20	\$171.20
Rye	11	\$30.36	\$60.72	\$77.66	\$94.16
Safford/Thatcher	162	\$447.12	\$894.24	\$1143.72	\$1386.72
Sedona	87	\$240.12	\$480.24	\$614.22	\$744.72
Shadow Rim Ranch	15	\$41.40	\$82.80	\$105.90	\$128.40
Shiprock	286	\$789.36	\$1578.72	\$2019.16	\$2448.16
Show Low	91	\$251.16	\$502.32	\$642.46	\$778.96
Snowflake	85	\$234.60	\$469.20	\$600.10	\$727.60
Springerville/Eagar	138	\$380.88	\$761.76	\$974.28	\$1181.28
Strawberry	19	\$52.44	\$104.88	\$134.14	\$162.64
Tuba City	193	\$532.68	\$1065.36	\$1362.58	\$1652.08
Tonto Basin	35	\$96.60	\$193.20	\$247.10	\$299.60
Window Rock	196	\$540.96	\$1081.92	\$1383.76	\$1677.76
Winslow	91	\$251.16	\$502.32	\$642.46	\$778.96
Woods Canyon	35	\$96.60	\$193.20	\$247.10	\$299.60

Service Call Rates

Service Call (Arrival + first 15 minutes)	\$90.00
O.T. Service Call (Arrival + first 15 minutes)	\$135.00
Holiday Service Call (Arrival + first 15 minutes)	\$180.00

Additional Labor Rates

Hourly Rate (billed in ¼ hr increments)	\$90.00
O.T Hourly Rate (billed in ¼ hr increments)	\$135.00
Holiday Hourly Rate (billed in ¼ hr increments)	\$180.00



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 111417

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

HVAC REPAIR AND MAINTENANCE

FACILITIES MANAGEMENT

Effective February 08, 2018, Gila County and Kwik Kool Refrigeration, Inc. entered into a contract whereby Kwik Kool Refrigeration, Inc. agreed to provide HVAC Repair and Maintenance for various County buildings in the Copper Region of Gila County.

Service Agreement No. 111417 will expire on February 07, 2019. **Per Article 15-Term**, Gila County shall have the sole option, to renew the contract for two (2) additional one (1) year periods.

Amendment No. 1 to Service Agreement No. 111417, 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 February 08, 2019 to February 07, 2020, for a contract amount of not to exceed Sixteen Thousand dollars and 00/100's (\$16,000.00) without prior written approval from the County.

Further, 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 February 08, 2019 to February 07, 2020 period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 28th day of March, 2019.

GILA COUNTY


James Menlove, County Manager

Date: 3.28.19

KWIK KOOL REFRIGERATION, INC.


Signature

Rodney H. Burcher
Print Name

Betty 402-4355

email: bhurst@gilacounty
az.gov



EXECUTIVE SUMMARY FORM

Contract Name: HVAC Repair and Maintenance Contract No.: 111417

Statement of Purpose and Need (3-5 Sentences) Amendment No. 1 will allow for Gila County to extend the term of the contract from 02-08-19 to 02-07-20. Project consists of an On-Call company to service and repair HVAC systems in the Copper Region of Gila County Buildings, in and around Globe, AZ.

Contract End Date: 02-08-19 to 02-07-20

Renewal Option: ☒ Yes
☐ No

Maximum Dollar Limit: \$16,000.00

Contract Information

Firm Name: Kwik Kool Refrigeration Contact Person: Ken Crick

Address: 610 N. Broad Street Phone No: 928-425-6445

City: Globe State: AZ Fax: 928-425-6557 Email: kwcrick@hotmail.com

Fund: Facilities Management/Public Works/Building/Land/Non-Specified/Repair and maintenance Buildings

Type of Funds: ☐ Restricted

Fund Code: 6880.341.102.000.4300.60

☐ Grant
☐ General Fund
☐ Other

Date Sent for Legal Review: N/A

Date Returned: _____

Special Notes:

Does not require CA approval. Language has previously been approved by Bryan Chambers.



EXECUTIVE SUMMARY FORM

Contract Name: Fire Alarm Monthly Monitoring

Contract No.: 011718

Statement of Purpose and Need (3-5 Sentences) 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.

Contract End Date: 03-16-19 to 03-15-20

Renewal Option: ☒ Yes
☐ No

Maximum Dollar Limit: \$5,040.00

Contract Information

Firm Name: Advanced Controls Corporation Contact Person: Diane B.

Address: 626 W. Flores Street Phone No: 520-620-6656

City: Tucson State: AZ Fax: 520-620-6676 Email: diane@emcs.us

General Fund, Public Works & Facilities
Fund: Managment

Type of Funds: ☐ Restricted

Fund Code: *See attached Contract Request

☐ Grant

☒ General Fund

☐ Other

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:

Account coding on attached Contract Request affects the following funds: General Fund, Public Works, and Facilities Management.



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.

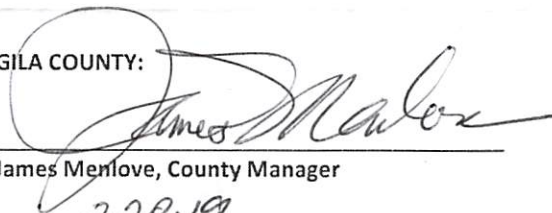
Amendment No. 1 to Service Agreement No. 011718, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from March 16, 2019 to March 15, 2020 for a contract amount not to exceed Five Thousand Forty dollars and 00/100's (\$5,040.00).

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 20th day of February, 2019.

GILA COUNTY:


James Menlove, County Manager

Date: 2.20.19

ADVANCED CONTROLS CORPORATION


Signature

RONALD F. MCCARTY
Print Name

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RE: J. H. HARRIS

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