

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF 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 THE GILA COUNTY COMPLEX, 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, NOVEMBER 5, 2019 - 10:00 A.M.

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

2. **PRESENTATIONS:**
 - A. Presentation on the Arizona Game and Fish Department's community engagement efforts. **(Jay Cook)**

 - B. Public recognition of one employee through the County's Spotlight on Employees Program, as follows: Felicia Ihrig. **(Erica Raymond)**

3. **PUBLIC HEARINGS:**
 - A. Convene a hearing for a liquor license application (County No. LL-19-02) submitted by Rafael Gutierrez for a new Series 10 Beer and Wine License at the Stripes Gas & Auto, 3597 N. AZ Highway 87, Pine; and issue a recommendation to the State Liquor Board on whether or not the State Liquor Board should grant or deny the license. **(Marian Sheppard)**

 - B. Convene a hearing for a liquor license application (County No. LL-19-03) submitted by Carol Ann Mace for a new Series 7 Beer and Wine Bar License at the Rockhouse River Ranch, 5732 N. Highway 288, Globe; and issue a recommendation to the State Liquor Board on whether or not the State Liquor Board should grant or deny

the license. **(Marian Sheppard)**

4. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to approve submittal of a grant application and acceptance of a grant award from: 1) the Freeport McMoRan (FMI) Foundation in the amount of \$150,000 and 2) the United States Department of Agriculture to provide technical assistance through its Rural Economic Development Innovation Initiative; and approve the submittal of a grant application to the FMI Foundation in the amount of \$12,991 all of which pertain to a collaborative effort between Gila County and the City of Globe to develop the Globe+Miami Co-Workspace Incubator business project at the Michaelson Building in Globe. **(Maryn Belling)**

- B. Information/Discussion/Action to adopt Ordinance No. 2019-07 which amends Section 101.3 and Section 103.3 of the Zoning Ordinance for the Unincorporated Areas of Gila County, Arizona. **(Scott Buzan)**

- C. Information/Discussion/Action to accept the Hazardous Materials Emergency Preparedness Grant Program funding award from the Arizona Department of Environmental Quality in the amount of \$10,000 for Federal Fiscal Year 2019-2020 with no non-federal match requirement that will be used to complete a Commodity Flow Study which is intended to reduce the magnitude of future hazmat disasters throughout Gila County, while remaining compliant with federal requirements. **(Michael O'Driscoll)**

- D. Information/Discussion/Action to approve and authorize the Chairman's signature on the Arizona Department of Environmental Quality (ADEQ) State Response Grant Application in the amount of \$13,000 whereby ADEQ will conduct an asbestos and lead survey on the building located at 621 W. Hwy 177, Hayden, AZ. **(Cathy Melvin)**

- E. Information/Discussion/Action to consider issuing official comments from the Board of Supervisors to the Tonto National Forest regarding the Draft Environmental Impact Statement for the Resolution Copper Project and Land Exchange. **(Jacque Sanders)**

- F. Information/Discussion/Action to consider issuing official comments from the Board of Supervisors regarding the Draft Record of Decision and Final Supplemental Environmental Impact Statement for Tonto National Forest Travel Management. **(Jacque Sanders)**

- G. Information/Discussion/Action to approve the use of cooperative purchasing Arizona State Procurement Contract No. ADSPO18-207048 with Woodson Engineering in an amount not to exceed \$56,535 and authorize the Chairman's signature on the award contract. **(Steve Sanders)**

- H. Information/Discussion/Action to adopt Resolution No. 19-11-02 accepting the portion of Walliman Road as described in Fee No. 2019-009616, as a public road and to be maintained as a public roadway in the Gila County Maintained Roadway System. **(Steve Sanders)**

- I. Information/Discussion/Action to authorize the Chairman's signature on a Customer Purchase Agreement in the amount of \$125,705.59 between Gila County and Empire CAT for the purchase of one 2019 420F2 backhoe loader with I.T. linkage. **(Steve Sanders)**

- J. Information/Discussion/Action to obtain an update on the Town of Hayden's short- and long-term financial concerns for the future operation of the Town. **(Supervisor Cline)**

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 Extension of Intergovernmental Agreement-Restoration to Competency Services that is between Yavapai County and Gila County for one year (July 1, 2019, to June 30, 2020) with the option for two one-year renewals upon mutual agreement of both counties.
 - B. Approval of Amendment No. 2 to Contract No. 072117 with Jani-Serv, Inc. to extend the contract term to provide janitorial services for various County facilities in southern Gila County for the period of November 7, 2019, through November 6, 2020, at an annual cost not to exceed \$109,443.
 - C. Approval of Amendment No. 1 to Funding Agreement No. 207-19 between the Arizona Department of Housing and the Gila County Community Services Department, Housing Services, to reduce the award of Southwest Gas Corporation Weatherization Assistance Program funding in the amount of \$8,490 for a new contract amount of \$10,000 that will be used to provide weatherization services to eligible citizens residing in Gila County for the period of January 1, 2019, through December 31, 2019.
 - D. Approval to reappoint Mary Lou Myers to the Gila County Board of Adjustment for a 4-year term of office beginning January 1, 2020, through December 31, 2023.
 - E. Approval to reappoint Jim Dooley and Mark Taylor to the Gila County Building Safety Advisory and Appeals Board for the 4-year term of office beginning January 1, 2020, through December 31, 2023.

- F. Approval to reappoint David (Smokey) Slaughter as a governing board member of the Northern Gila County Range Commission for the term beginning January 1, 2020, through December 31, 2022.
- G. Approval to reappoint Ben Dalmolin, Dorine Prine, Mike Henderson, and Twila Cassadore to the Gila County Cooperative Extension Advisory Board of Directors for the term of office which will begin on January 1, 2020, through December 31, 2021.
- H. Approval of the October 15, 2019, Board of Supervisors' meeting minutes.
- I. Acknowledgment of the September 2019 monthly activity report submitted by the Clerk of the Superior Court's Office.
- J. Acknowledgment of the September 2019 monthly activity report submitted by the Recorder's Office.
- K. Acknowledgement of the September 2019 monthly activity report submitted by the Globe Regional Constable's Office.
- L. Acknowledgment of the September 2019 monthly activity report submitted by the Payson Regional Constable's Office.
- M. Acknowledgment of the September 2019 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
- N. Acknowledgment of the September 2019 monthly activity reports submitted by the Payson Regional Justice of the Peace's Office.

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-5722

Presentation 2. A.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Presentation on the Arizona Game and Fish Department's Community Engagement Efforts

Background Information

David Fernandez, Legislative Specialist with the Arizona Game and Fish Department (AZGFD), submitted a request for Jay Cook, AZGFD Regional Supervisor, to make a presentation to the Board of Supervisors on the AZGFD's community engagement efforts.

Evaluation

Mr. Cook will be making the presentation to the Board of Supervisors on AZGFD's community engagement efforts, especially those of his regional office which serves Gila County.

Conclusion

It would be beneficial to receive this information from the AZGFD.

Recommendation

N/A

Suggested Motion

Presentation on the Arizona Game and Fish Department's community engagement efforts. **(Jay Cook)**

Attachments

Community Engagement Presentation

ARIZONA GAME AND FISH DEPARTMENT



MESA REGION

AMY BURNETT | INFORMATION AND EDUCATION PROGRAM MANAGER
ARIZONA GAME AND FISH DEPARTMENT

OFFICE: 480.324.3548

MOBILE: 480.235.5356

EMAIL: aburnett@azgfd.gov

AZGFD MISSION



- To conserve Arizona's diverse wildlife resources and manage for safe, compatible outdoor recreation opportunities for current and future generations

WORKFORCE



- > 600 employees
- > 100,000 volunteer hours
- >900 agreements
- \$120M annual budget

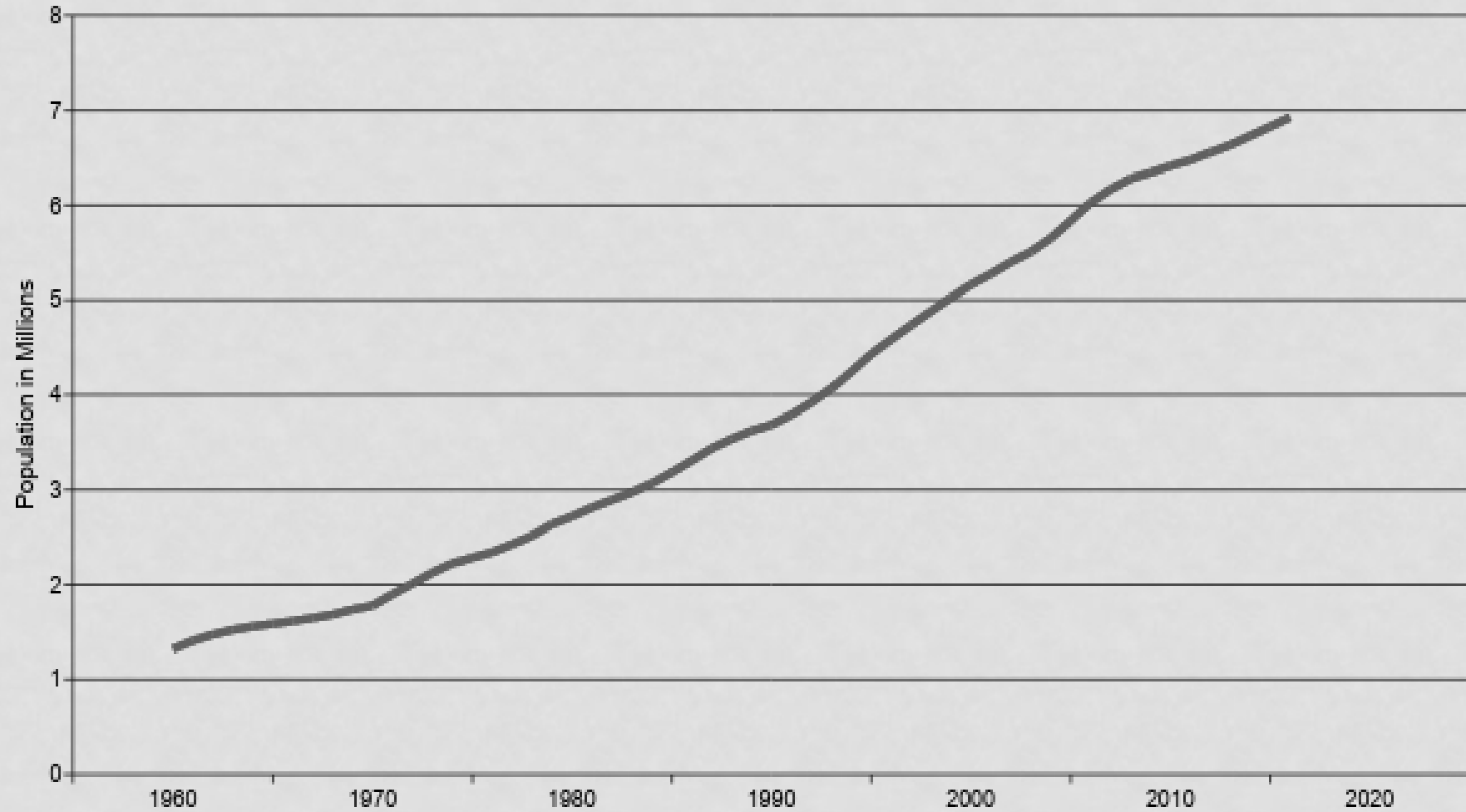
MESA REGIONAL STAFF



What we do



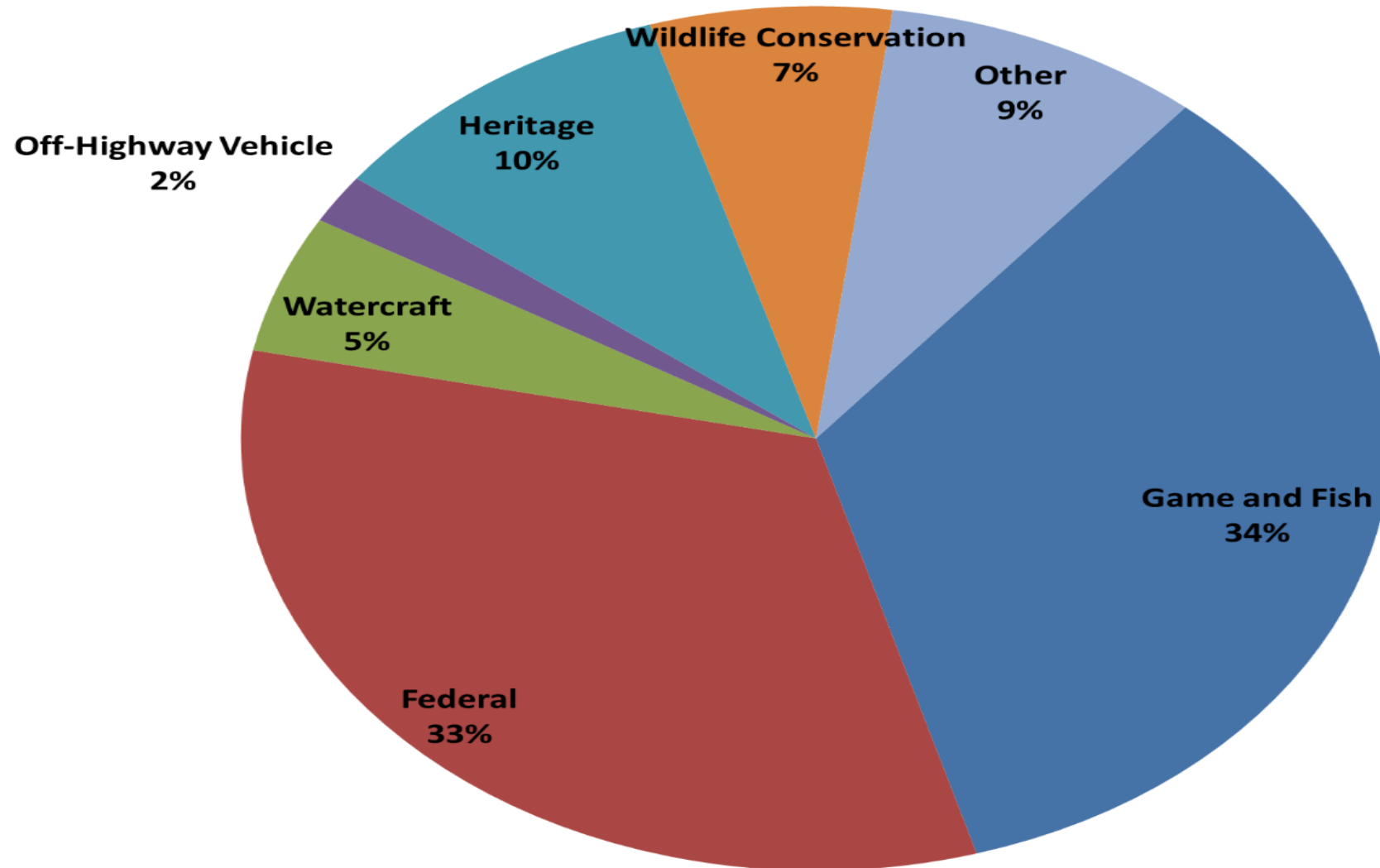
ARIZONA POPULATION ESTIMATES



BUDGET – NO GENERAL FUNDS

DEPARTMENT OPERATES UNDER A BUSINESS MODEL

Arizona Game and Fish Department FY17 Funding Sources



RESIDENT HUNTING LICENSES AS % OF AZ'S POPULATION

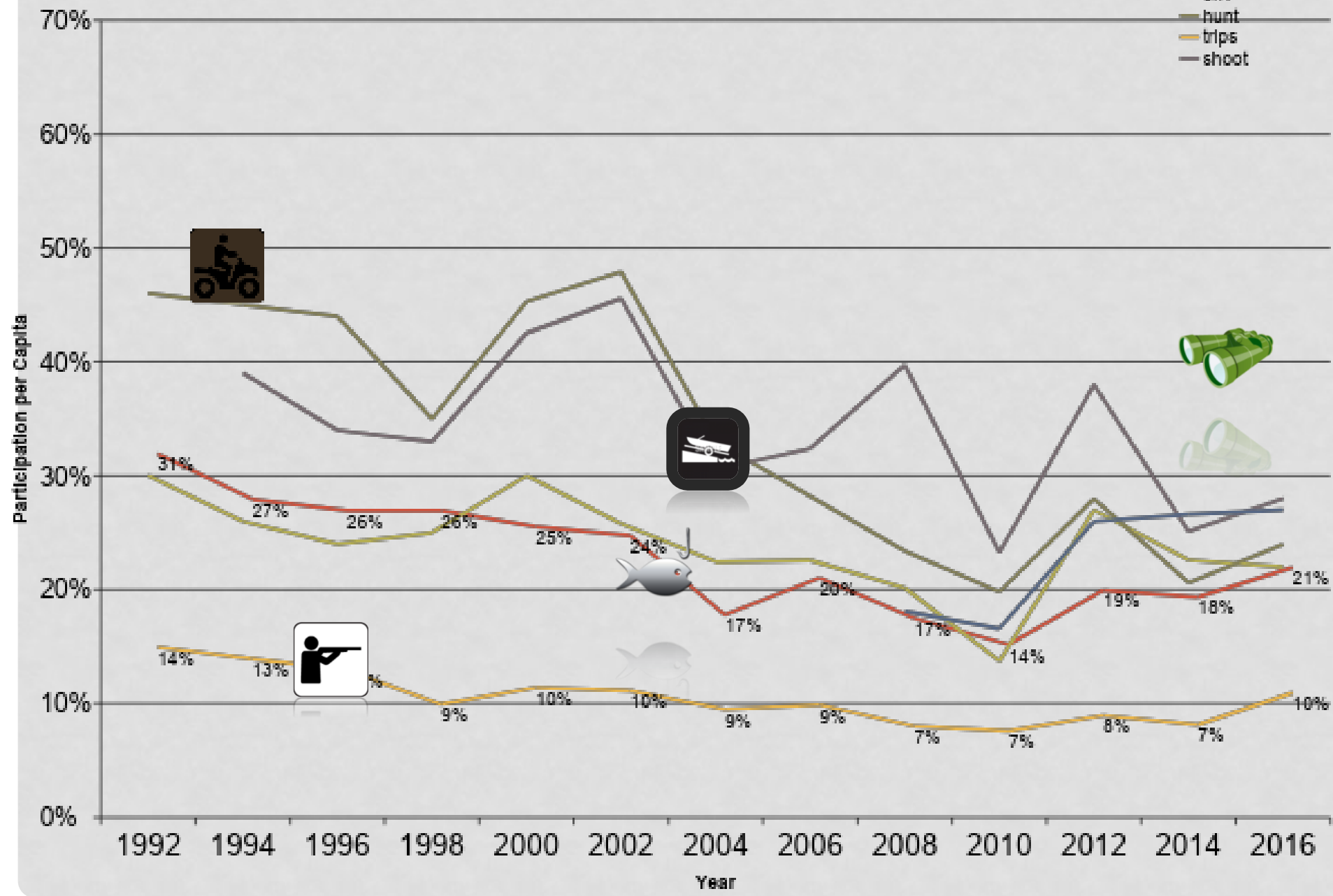


RESIDENT FISHING LICENSES AS % OF AZ'S POPULATION



Trends Across Time

- fish
- boat
- ohv
- hunt
- trips
- shoot



CULTURAL AND DEMOGRAPHIC CHANGES

- More urbanized population
- Less direct exposure to nature/wildlife
- Less available time (competing activities)
- Outdoor activities can be more expensive



CHANGING CUSTOMER BASE



OUR RESPONSE

Opportunities for residents that are:

- Easier
- More cost-effective
- Closer
- Can be learned
- Marketable
- Community partners



YOUTH HUNTS



YOUTH-FAMILY HUNT CAMPS



WILDLIFE FESTIVALS and EXPOS

PAYSON WILDLIFE FAIR



- May 16th, 2020
9 to 3pm
- 1,000-2000 visitors

WILDLIFE WORKSHOPS



- Eagle Workshop
- Partnered with the WMNC in 2018 to grow event
- Jan 26, 2019

FISHING CLINICS



ECONOMIC BENEFITS OF WILDLIFE

- 786,000 sportsmen and women contributed \$1.2B to Arizona's economy
- 2.1M Arizonan's participate in wildlife recreation activities
- Arizonans spent \$935M in wildlife viewing in 2011 = \$62M in state revenue

Data Source: 2011 National Survey of Fishing, Hunting and Wildlife-Associated Recreation Activities by U.S. Fish and Wildlife Service



ARIZONA GAME & FISH DEPARTMENT

90% of Arizonans
agree that wildlife
*contributes to their
quality of life*



FISH AND WILDLIFE RESOURCES = QUALITY OF LIFE



- Hunting, Fishing, Wildlife Recreation
- Economic Benefits
- Social and Community



Roosevelt Lake Habitat Project

Region VI Aquatics and HQ Aquatic Habitat Programs





Mazatzal Wilderness Area

Haycox Mountain

Mazatzal Peak 7000 m

Mount Peeley

Squaw Mesa

Brush Mountain

Apache Peak

Carefree

Tonto National Forest

Salome Wilderness Area

Sierra Ancha Wilderness Area

Aztec Peak

Canyon Creek Butte

McDowell Sonoran Preserve

McDowell Mountain Regional Park

Fountain Hills

Theodore Roosevelt Lake

Browns Peak

Four Peaks Wilderness Area

Salt River Canyon Wilderness Area

Scottsdale

202

Usery Mountain Regional Park

Superstition Wilderness Area

Salt River Peak 1000 m

Apache Peaks

Nugget Mountain
Quartite Peak

Cassadore Mountain

Mesa

Apache Junction

Jewell Hill

Globe

5 mi

Issue

- Anglers complaints about poor fishing
- Black Crappie decline > 80%
- Largemouth Bass catch rates decline ~70%
- Bluegill catch rates down ~80%



Potential Causes

- Gizzard Shad detected in 2007
- Largemouth Bass Virus detected in 2011
- Golden Algae related fish kills first documented in summer 2012
- Fluctuating reservoir (Last 20 years)
 - Average = 28 ft / year
 - Max change = 67 ft
- Aging reservoir



Solutions

- Gila County Angler Roundtable
 - First meeting April 2013
 - Public attendance was high
- Supplemental Stocking
 - Stocked FL Bass and F1 Hybrids
 - ~ 1 million FL fry stocked between 2014 and 2015
 - 128,000 fingerlings between 2015 and 2019
 - Stocked Black Crappie
 - 32,800 fingerlings between 2017 and 2019
- Fish Habitat



Fish Habitat

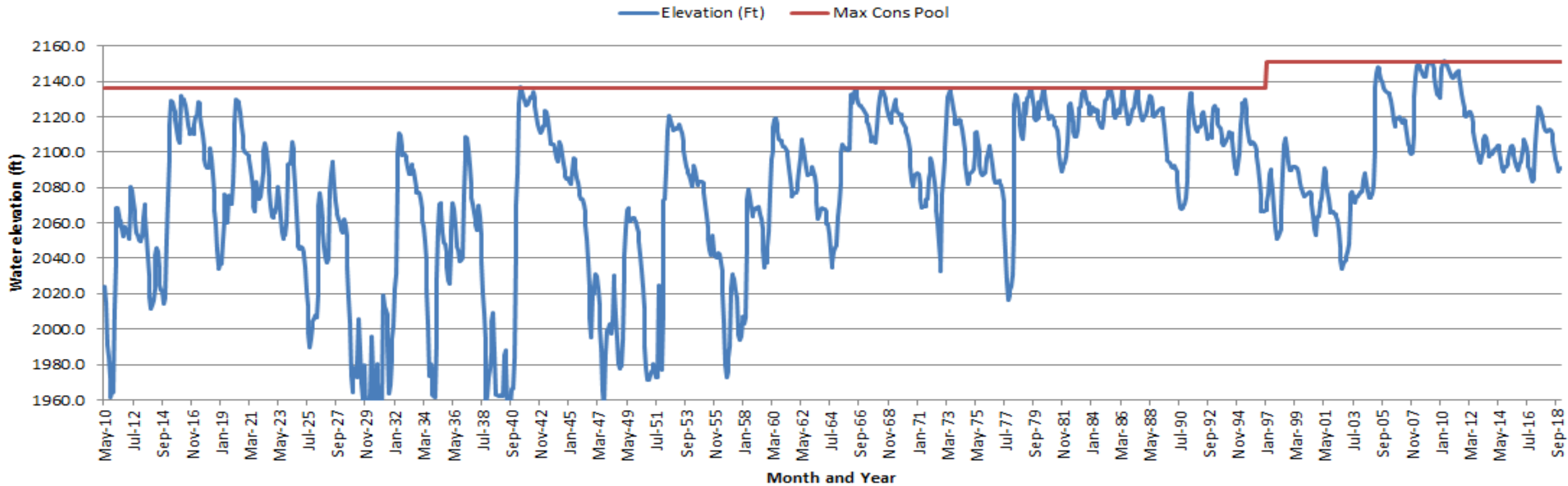
- **Coordination with Partners**
 - Tonto National Forest
 - Salt River Project
 - Bureau of Reclamation
- **Compliance**
 - Internal EAC
 - NEPA - Categorical Exclusion
 - ESA - Section 7 Biological Evaluation
 - ACOE Section 404 NWP #4 Verification
 - ADEQ Section 401 Clean Water Act Certification



Reservoir Elevation

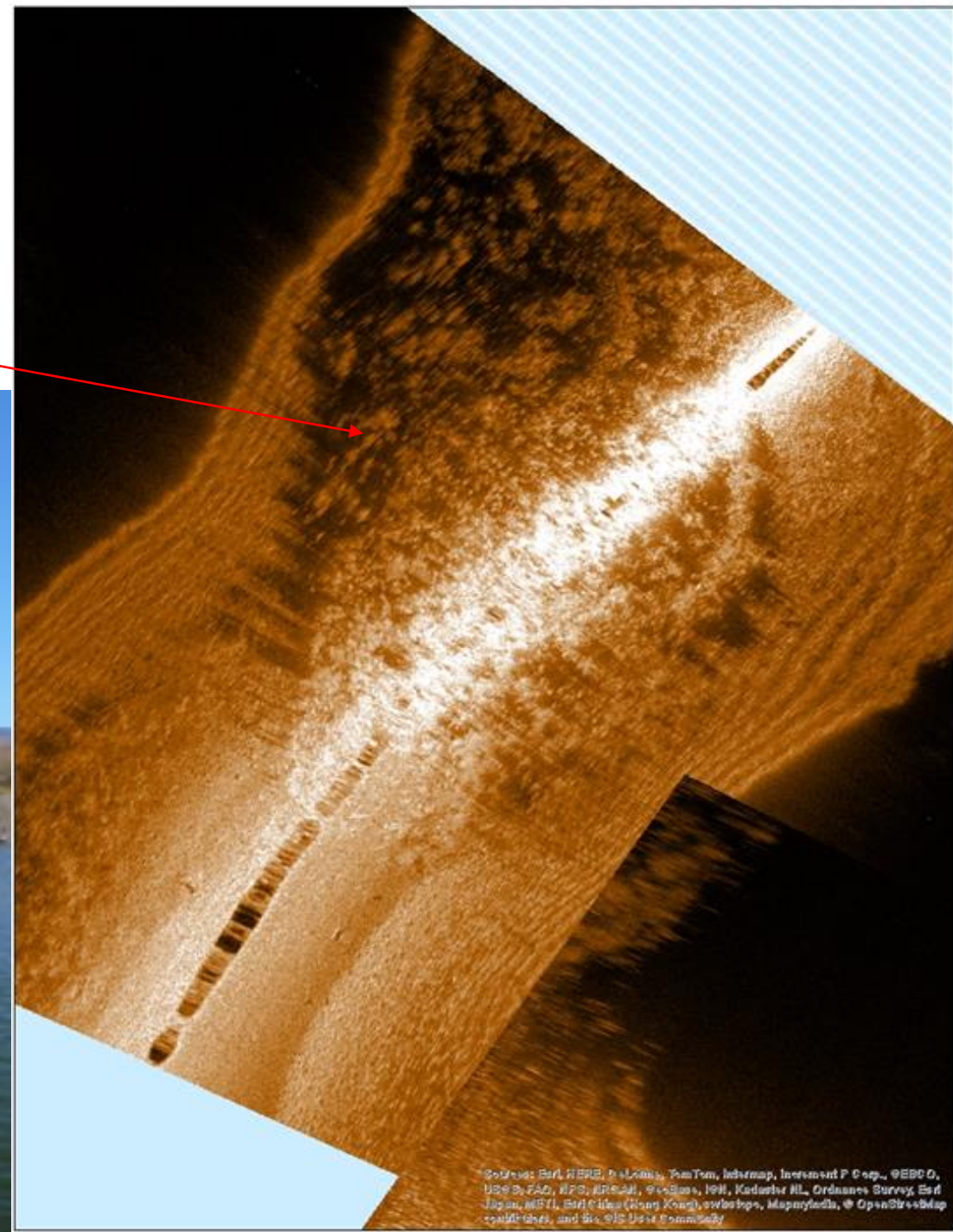
- Chose 2060 - 2070 ft as target
- ~75% of time reservoir is above this target

Roosevelt Lake Water Level - First of each Month 1910-2019



Side Scan Sonar

Vegetation



Roosevelt Lake Habitat Implementation Plan

- Selected Locations
 - All locations in the main body of the lake
 - No locations near the dam
 - Slope considerations
- Selected Habitat Type
 - Goal of at least 20 structure per site (1 site = ~ 1 acre)
 - 20 sites chosen for Phase I



Fish Hiding High Rise

- Made from reclaimed PVC vinyl
- Lightweight and easy to assemble and install
- Relatively inexpensive (~\$125 each)



Mossback Safe Haven

- Made of recycled material
- V-shaped limbs reduce angler snagging
- Somewhat cumbersome to install due to length of limbs
- Cost ~\$250 per structure



Georgia Cube

- Made of PVC and corrugated drain pipe
- Easy to build and install
- ~\$100 each



Concrete Fish Ball

- Last forever
- Cheap (~\$60 each)
- Labor intensive
- Heavy



Phase I - Installed to Date

- Fishiding HighRise = 280
- Mossback SageHaven = 198
- Georgia Cubes = 685
- Concrete Fish Balls = 146
- **Total = 1,309**



QUESTIONS?

AMY BURNETT | INFORMATION AND EDUCATION
PROGRAM MANAGER
ARIZONA GAME AND FISH DEPARTMENT

OFFICE: 480.324.3548

MOBILE: 480.235.5356

EMAIL: aburnett@azgfd.gov

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CURTIS GILL | AQUATIC WILDLIFE PROGRAM
MANAGER
ARIZONA GAME AND FISH DEPARTMENT

OFFICE: 480.324.3545

EMAIL: cgill@azgfd.gov



ARF-5708

Presentation 2. B.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Department: Human Resources

Information

Request/Subject

Gila County Spotlight on Employees Program for November 2019.

Background Information

The purpose of this program is to provide recognition to employees for the following qualities: teamwork, quality, morale building, integrity, customer service and initiative.

Evaluation

N/A

Conclusion

N/A

Recommendation

For November 2019, the Human Resources Department staff would like to publicly recognize one employee through the County's Spotlight on Employees Program.

Suggested Motion

Public recognition of one employee through the County's Spotlight on Employees Program, as follows: Felicia Ihrig. **(Erica Raymond)**

Attachments

Felicia Ihrig



SPOTLIGHT

on Employees

Employee Name

Team Work

Quality

Morale Building

Integrity

Customer Service

Initiative

Example: _____

Supervisor

Date

ARF-5728

Public Hearing 3. A.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Liquor License Application (County No. LL-19-02)-Rafael Gutierrez-Stripes Gas & Auto

Background Information

Rafael Gutierrez submitted an application to the Arizona Department of Liquor Licenses and Control (DLLC) for a new Series 10 Beer and Wine License at the Stripes Gas & Auto located in Pine. Per A.R.S. § 4-201(B), the DLLC has forwarded the application to the Clerk of the Board of Supervisors. The notice of hearing before the Board of Supervisors and the license application were posted "in a conspicuous place on the front of the premises where the business is proposed to be conducted, with a statement requiring any natural person who is a bona fide resident residing or owning or leasing property within a one mile radius from the premises proposed to be licensed, and who is in favor of or opposed to the issuance of the license, to file written arguments in favor of or opposed to the issuance of the license with the clerk within twenty days after the posting..." The notice also outlines the process whereby a bona fide resident may file a written protest to the State Liquor Board and or request information regarding procedures before the State Liquor Board and a notice of any State Liquor Board hearings regarding this application. To date, the Clerk of the Board of Supervisors has not received any written arguments on this application.

Evaluation

The notice of hearing before the Board of Supervisors and application was posted on August 27, 2019; thereafter, a Sheriff's Deputy checked on the posting to find that an employee of Stripes Gas & Auto had at some point removed the posting notice. The hearing notice was reposted on September 19, 2019, and removed on October 10, 2019, by a Gila County Sheriff's Deputy. The Affidavit of Posting is on file at the Clerk of the Board's office. An internal review has been conducted by the Planning

and Zoning Department, Health Department, and Treasurer's Office. The departments and elected office have confirmed that there are no pending issues relevant to their area of responsibility.

Conclusion

The application has been reviewed by various Gila County departments and the Treasurer and there are no pending County issues. The Clerk of the Board did not receive written arguments from any of the bona fide residents who reside or own or lease property within a one mile radius from the premises proposed to be licensed within twenty days after the posting. The Board of Supervisors should proceed with a hearing to hear from any of the bona fide residents residing or owning or leasing property within a one mile radius from the premises proposed to be licensed, and then recommend to the State Liquor Board (Board) whether the Board should grant or deny the license.

Recommendation

The Clerk of the Board of Supervisors recommends that the Board of Supervisors proceed with the hearing on this application and then recommend to the State Liquor Board (Board) whether the Board should approve or deny the license.

Suggested Motion

Convene a hearing for a liquor license application (County No. LL-19-02) submitted by Rafael Gutierrez for a new Series 10 Beer and Wine License at the Stripes Gas & Auto, 3597 N. AZ Highway 87, Pine; and issue a recommendation to the State Liquor Board on whether or not the State Liquor Board should grant or deny the license. **(Marian Sheppard)**

Attachments

Stripes-Recommendation

Stripes-Application

Stripes-1 Mile Notice

Stripes-Affidavit of Posting

Stripes-CD Response

Stripes-H&E Response

Stripes-T Response

Received 8/22/19
LL-19-02

State of Arizona
Department of Liquor Licenses and Control

Created 08/19/2019 @ 12:37:15 PM

Local Governing Body Report

LICENSE

Number: **Type:** 010 BEER AND WINE STORE

Name: STRIPES GAS & AUTO
State: Pending

Issue Date: **Expiration Date:**
Original Issue Date:

Location: 3597 N AZ HIGHWAY
87
PINE, AZ 85544
USA

Mailing Address: 12848 W COLTER STREET
LITCHFIELD PARK, AZ 85340
USA

Phone: (928)476-3079
Alt. Phone: (623)396-5867
Email: STRIPESGASLLC@GMAIL.COM

AGENT

Name: RAFAEL GUTIERREZ
Gender: Male
Correspondence Address: 12848 W COLTER STREET
LITCHFIELD PARK, AZ 85340
USA

Phone: (623)396-5867
Alt. Phone:
Email: STRIPESGASLLC@GMAIL.COM

OWNER

Name: STRIPES LLC
Contact Name: RAFAEL GUTIERREZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 1888615 **State of Incorporation:** AZ
Incorporation Date: 08/18/2018
Correspondence Address: 12848 W COLTER STREET
LITCHFIELD PARK, AZ 85340
USA

Phone: (623)396-5867
Alt. Phone:
Email: STRIPESGASLLC@GMAIL.COM

Officers / Stockholders

Name:	Title:	% Interest:
RAFAEL GUTIERREZ	Manager-LLC	100.00

STRIPES LLC - Manager-LLC

Name: RAFAEL GUTIERREZ
Gender: Male
Correspondence Address: 12848 W COLTER STREET
LITCHFIELD PARK , AZ 85340
USA
Phone: (623)396-5867
Alt. Phone:
Email: STRIPESGASLLC@GMAIL.COM

MANAGERS

Name: RAFAEL GUTIERREZ
Gender: Male
Correspondence Address: 12848 W COLTER STREET
LITCHFIELD PARK , AZ 85340
USA
Phone: (623)396-5867
Alt. Phone:
Email: STRIPESGASLLC@GMAIL.COM

APPLICATION INFORMATION

Application Number: 73449
Application Type: New Application
Created Date: 08/19/2019

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) If you intend to operate the business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
If yes, after completing this application, please go back to your Licensing screen, under New License Application choose "Interim Permit" from the drop-down window.
Yes
- 2) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
Yes
- 3) Please provide name, address, and Distance of nearest school.
PINE STRAWBERRY ELEMENTARY SCHOOL- 2112 FEET
3868 N PINE CREEK DR PINE AZ 85544
- 4) Please provide name, address, and distance of nearest church.
FIRST BAPTIST CHURCH OF PINE- 2,640 FEET
4039 AZ HWY 260 PINE AZ 85544

- 5) Are you a tenant? (A person who holds the lease of a property; a lessee)
No
- 6) Is there a penalty if lease is not fulfilled?
No
- 7) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 8) Are you the owner?
No
- 9) Are you a purchaser?
Yes
A Document of type INCOMING CORRESPONDENCE is required.
- 10) Are you a management company?
No
- 11) Is the Business located within the incorporated limits of the city or town of which it is located?
No
If no, in what City, Town, County or Tribal/Indian Community is this business located?
GILA COUNTY
- 12) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
TOTAL: \$275,000.00

GUILLERMO ALBERTO GUTIERREZ- \$270,000.00
3593 N POINT RIDGE DR BUCKEYE AZ 85396
- 13) Have you provided a diagram of your premises?
Yes
- 14) Is there a drive through window on the premises?
No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NONE
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

State of Arizona
Department of Liquor Licenses and Control

Created 08/19/2019 @ 12:37:33 PM

Local Governing Body Report

LICENSE

Number:	INP040007444	Type:	INP INTERIM PERMIT
Name:	STRIPES GAS & AUTO		
State:	Active		
Issue Date:	08/19/2019	Expiration Date:	12/02/2019
Original Issue Date:	08/19/2019		
Location:	3597 N AZ HIGHWAY 87 PINE, AZ 85544 USA		
Mailing Address:	12848 W COLTER STREET LITCHFIELD PARK , AZ 85340 USA		
Phone:	(928)476-3079		
Alt. Phone:	(623)396-5867		
Email:	STRIPESGASLLC@GMAIL.COM		

AGENT

Name:	RAFAEL GUTIERREZ
Gender:	Male
Correspondence Address:	12848 W COLTER STREET LITCHFIELD PARK , AZ 85340 USA
Phone:	(623)396-5867
Alt. Phone:	
Email:	STRIPESGASLLC@GMAIL.COM

OWNER

Name:	STRIPES LLC		
Contact Name:	RAFAEL GUTIERREZ		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	1888615	State of Incorporation:	AZ
Incorporation Date:	08/18/2018		
Correspondence Address:	12848 W COLTER STREET LITCHFIELD PARK , AZ 85340 USA		
Phone:	(623)396-5867		
Alt. Phone:			
Email:	STRIPESGASLLC@GMAIL.COM		

Officers / Stockholders

Name:
RAFAEL GUTIERREZ

Title:
Manager-LLC

% Interest:
100.00

STRIPES LLC - Manager-LLC

Name: RAFAEL GUTIERREZ
Gender: Male
Correspondence Address: 12848 W COLTER STREET
LITCHFIELD PARK , AZ 85340
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Email: STRIPESGASLLC@GMAIL.COM

MANAGERS

Name: RAFAEL GUTIERREZ
Gender: Male
Correspondence Address: 12848 W COLTER STREET
LITCHFIELD PARK , AZ 85340
USA
Phone: (623)396-5867
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Email: STRIPESGASLLC@GMAIL.COM

APPLICATION INFORMATION

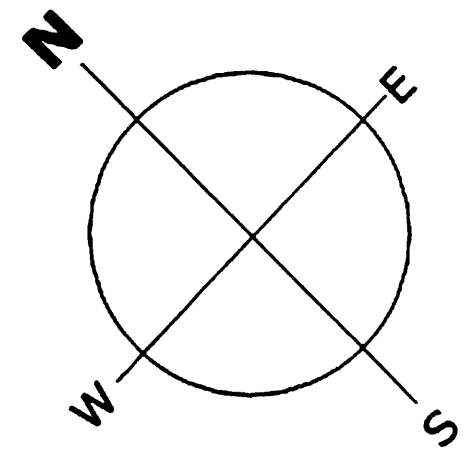
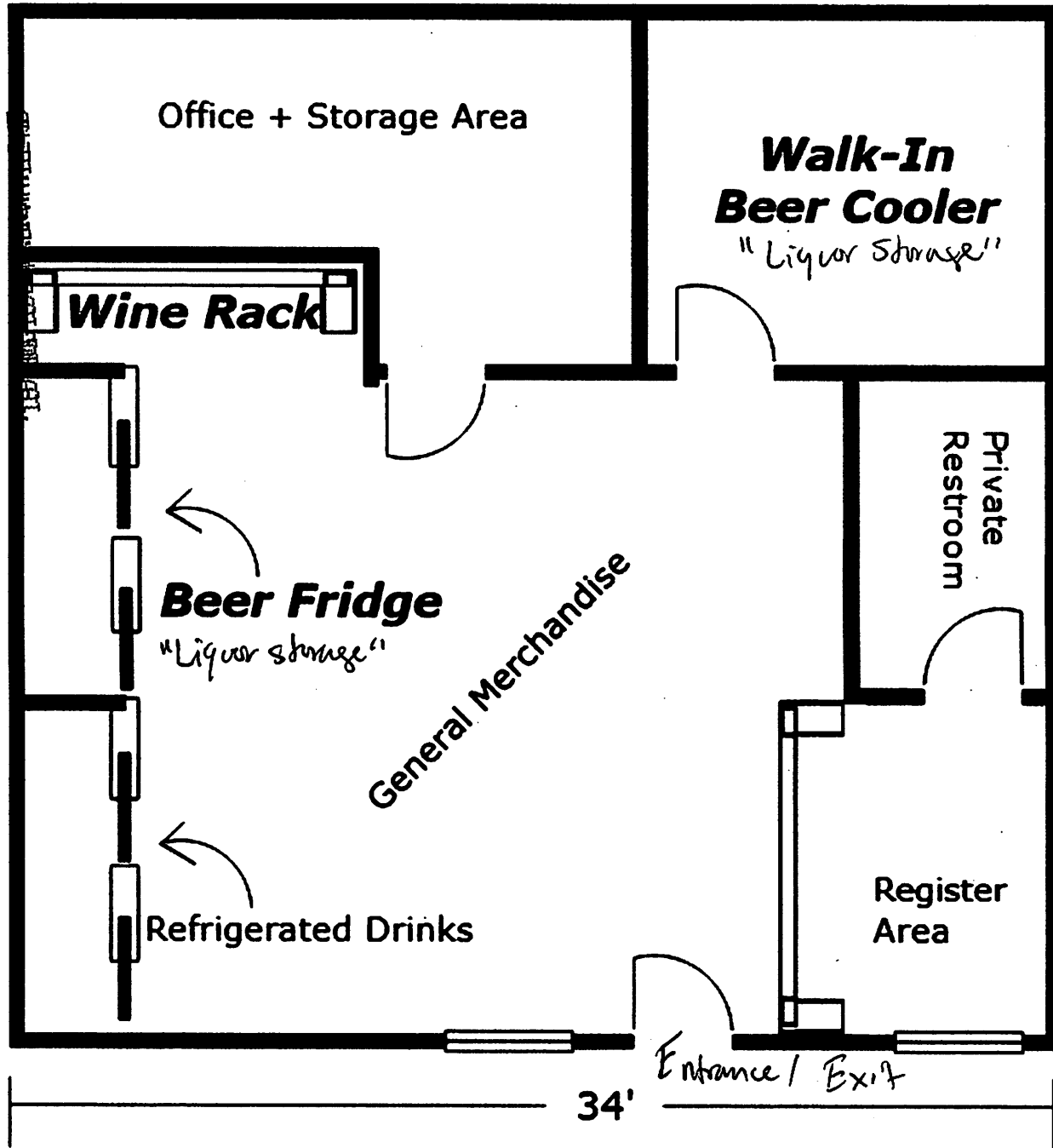
Application Number: 73463
Application Type: New Application
Created Date: 08/19/2019

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
10043081
- 2) Is the license currently in use?
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
Yes
A Document of type INTERIM NOTARY PAGE is required.

19 AUG 19 Lic. #M1245



20'

34'

Total = 748 sq. ft.

NOTICE

Series 10 Liquor License Application

Agent's Name:

RAFAEL GUTIERREZ

Individual/Owner Name:

Rafael Gutierrez

Business Name (doing business as): Stripes Gas & Auto

Business Location Address: 3597 N. AZ Highway 87 Pine, AZ 85544

Date of Posting: _____

Pursuant to Arizona Revised Statutes §4-201 (B), notice is hereby given to any natural person who is a bona fide resident residing or owning or leasing property within a **one mile radius** from the premises proposed to be licensed, and who is in favor of or opposed to the issuance of the license, to file written arguments in favor of or opposed to the issuance of the license with the Gila County Clerk of the Board of Supervisors within twenty (20) days after the date of the posting.

The written argument shall contain the natural person's complete name, street address or post office box address and written or electronic signature. If the written arguments are filed by a person on behalf of a corporation or other legal entity or association, the written arguments must be accompanied by a copy of the entity's organizing document, a designation of the office or position that the person holds within the organization and a copy of the written appointment of the person to speak on behalf of the organization. If the written arguments are filed by a neighborhood association, block watch or other unincorporated association, written arguments must be accompanied by a letter of authority designating that person as a spokesperson.

Written arguments may be mailed or emailed to:

Marian Sheppard, Clerk of the Board of Supervisors

1400 E. Ash Street

Globe, AZ 85501

msheppard@gilacountyaz.gov.

No arguments shall be filed or accepted by the city or town clerk thereafter. This subsection does not prevent a bona fide resident residing or owning or leasing property within a one-mile radius from the premises proposed to be licensed from testifying in favor of or in opposition to the issuance of the license, regardless of whether or not the person is a user or nonuser of spirituous liquor.



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

AFFIDAVIT OF POSTING

Date of Posting: Repost
~~8-27-19~~ 9/18/19

Date of Posting Removal: ~~9-18-19~~ 10/10/19

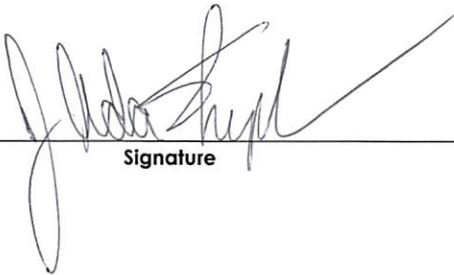
Applicant's Name: GUTIERREZ RAFAEL
Last First Middle

Business Address: 3597 N. HIGHWAY 87 PINE 85544
Street City Zip

License #: (APPLICATION NO.) 73449

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

J. ADAM SHEPHERD SHERIFF 928-425-4449
Print Name of City/County Official Title Phone Number

 10-10-19
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.



INTEROFFICE MEMORANDUM

DATE: August 22, 2019

TO: Scott Buzan, Director
Community Development Division Director

FROM: Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Stripes Gas & Auto; Series 10 Beer and Wine Store

A hearing will be held by the Board of Supervisors on October 1, 2019 at which time the Board will review written arguments submitted by "any natural person who is a bona fide resident residing or owning or leasing property within a one mile radius from the premises proposed to be licensed, and who is in favor or opposed to the issuance of the license." The written arguments may be submitted to the Clerk of the Board within 20 days after the date of posting. Please fill out Sections 1 and 2 below and return to Melissa Henderson, Deputy Clerk, by *no later* than September 24, 2019.

Section 1 – Inspect the premises to verify compliance with A.R.S. §4-207 for a Series 6, 7, 9, 10 or 12G application. SEE SECTION 10 OF THE APPLICATION.

This application meets the requirements of A.R.S. §4-207.

Circle One: Yes No N/A

Section 2 – Please indicate whether the applicant has any pending issues with regard to *your* department, such as building permits, Building Code clearance requirements, etc.

THE PROPERTY IS ZONED C2 WHICH ONLY ALLOWS
ON-SITE ALCOHOLIC BEVERAGE SALES FOR OFF-SITE
CONSUMPTION

NO CHURCH OR SCHOOL AWARE OF DEAR THIS LOCATION

Signed: _____

Randall Plumer - Chief Building official

Rvd
9/3/19



INTEROFFICE MEMORANDUM

DATE: August 22, 2019

TO: Michael O'Driscoll, Director
Health and Emergency Management Division

FROM: Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Stripes Gas & Auto; Series 10 Beer and Wine Store

A hearing will be held by the Board of Supervisors on October 1, 2019 at which time the Board will review written arguments submitted by "any natural person who is a bona fide resident residing or owning or leasing property within a one mile radius from the premises proposed to be licensed, and who is in favor or opposed to the issuance of the license." The written arguments may be submitted to the Clerk of the Board within 20 days after the date of posting.

Please indicate whether the applicant has any pending issues with regard to *your* department, such as food safety requirements, etc.

The Health Department has no issues with this facility regarding this liquor license application.

Signed: _____

Michael O'Driscoll

8/22/19



INTEROFFICE MEMORANDUM

DATE: August 22, 2019

TO: Debi Savage, Treasurer

FROM: Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Stripes Gas & Auto; Series 10 Beer and Wine Store

A hearing will be held by the Board of Supervisors on October 1, 2019 at which time the Board will review written arguments submitted by "any natural person who is a bona fide resident residing or owning or leasing property within a one mile radius from the premises proposed to be licensed, and who is in favor or opposed to the issuance of the license." The written arguments may be submitted to the Clerk of the Board within 20 days after the date of posting.

Please indicate whether the applicant is current on paying property taxes for the subject property for the proposed liquor license or any other properties that are owned in Gila County. Please provide the amounts owed, if any.

08-22-2019 :Parcel 30122024 see attachments

Taxes are paid up to date for 2018.

Signed:

Martha Gonzalez
Clerk

Received 8/22/19

ARF-5729

Public Hearing 3. B.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Liquor License Application (County No. LL-19-03)-Carol Ann Mace-Rockhouse River Ranch

Background Information

Carol Ann Mace submitted an application to the Arizona Department of Liquor Licenses and Control (DLLC) for a new Series 07 Beer and Wine Bar License at the Rockhouse River Ranch located in Globe. Per A.R.S. § 4-201(B), the DLLC has forwarded the application to the Clerk of the Board of Supervisors. The notice of hearing before the Board of Supervisors and the license application were posted "in a conspicuous place on the front of the premises where the business is proposed to be conducted, with a statement requiring any natural person who is a bona fide resident residing or owning or leasing property within a one mile radius from the premises proposed to be licensed, and who is in favor of or opposed to the issuance of the license, to file written arguments in favor of or opposed to the issuance of the license with the clerk within twenty days after the posting..." The notice also outlines the process whereby a bona fide resident may file a written protest to the State Liquor Board and or request information regarding procedures before the State Liquor Board and a notice of any State Liquor Board hearings regarding this application. To date, the Clerk of the Board of Supervisors has not received any written arguments on this application.

Evaluation

The notice of hearing before the Board of Supervisors and application was posted on September 24, 2019, and removed on October 16, 2019, by a Gila County Sheriff's Deputy. The Affidavit of Posting is on file at the Clerk of the Board's office. The application was sent to the Planning and Zoning Department, Health Department, and Treasurer's Office. The Treasurer does not have any issues with the applicant with regard to taxes. The Planning and Zoning Department Director and the Health and

Emergency Management Director don't have any comments at this time because they are not currently working with the applicant on other County permits for this business. The applicant has stated that she will comply with all County required permits for this business.

Conclusion

The application has been reviewed by various Gila County departments and the Treasurer and there are no pending County issues or concerns. The Clerk of the Board did not receive written arguments from any of the bona fide residents who reside or own or lease property within a one mile radius from the premises proposed to be licensed within twenty days after the posting. The Board of Supervisors should proceed with a hearing to hear from any of the bona fide residents residing or owning or leasing property within a one mile radius from the premises proposed to be licensed, and then recommend to the State Liquor Board (Board) whether the Board should grant or deny the license.

Recommendation

The Clerk of the Board of Supervisors recommends that the Board of Supervisors proceed with the hearing on this application and then recommend to the State Liquor Board (Board) whether the Board should approve or deny the license.

Suggested Motion

Convene a hearing for a liquor license application (County No. LL-19-03) submitted by Carol Ann Mace for a new Series 7 Beer and Wine Bar License at the Rockhouse River Ranch, 5732 N. Highway 288, Globe; and issue a recommendation to the State Liquor Board on whether or not the State Liquor Board should grant or deny the license. **(Marian Sheppard)**

Attachments

Rockhouse-Recommendation

Rockhouse-Application

Rockhouse-1Mile Notice

Rockhouse-Affidavit of Posting

Rockhouse-Treasurer's Response

Rockhouse-CD Response

Rockhouse-H&E Response

Rockhouse-H&E Response

Local Governing Body Recommendation
A.R.S. § 4-201(C)

1. City or Town of: N/A Liquor License Application #: 07040019
(circle one) (Arizona application #)
2. County of: Gila, Arizona. City/Town/County #: LL19-03
3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),
N/A, N/A, and a boundary map
(name of entertainment district) (date of resolution to create the entertainment district)
of entertainment district must be attached.
4. The Gila County BOS at a Regular meeting held on the 5th of
(governing body) (regular or special) (day)
November, 2019 considered the application of Carol Ann Mace
(month) (year) (name of applicant)
for a license to sell spirituous liquor at the premises described in application 07040019,
(Arizona liquor license application #)
for the license series#: type 07: Beer & Wine Bar as provided by A.R.S. §4-201.
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Carol Ann Mace
(name of applicant)
to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended
for _____.
(approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department
of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at Globe, AZ on 5th, November, 2019.
(location) (day) (month) (year)

Marian Sheppard
(printed name of city, town or county clerk)

(signature of city, town or county clerk)

Name:	Title:	% Interest:
ROBERT CLIFTON MACE	MEMBER	50.00
CAROL ANN MACE	MEMBER	50.00

ROCKHOUSE RIVER RANCH, LLC - MEMBER

Name: CAROL ANN MACE
 Gender: Female
 Correspondence Address: 21297 E ORION WAY
 QUEEN CREEK , AZ 85142
 USA
 Phone: (602)531-9303
 Alt. Phone:
 Email: CMACE57030@AOL.COM

ROCKHOUSE RIVER RANCH, LLC - MEMBER

Name: ROBERT CLIFTON MACE
 Gender: Male
 Correspondence Address: 21297 E ORION WAY
 QUEEN CREEK , AZ 85142
 USA
 Phone: (602)510-7794
 Alt. Phone:
 Email: CMACE57030@AOL.COM

APPLICATION INFORMATION

Application Number: 76144
 Application Type: Owner Transfer
 Created Date: 09/11/2019

QUESTIONS & ANSWERS

007 Beer and Wine Bar

- 1) If you intend to operate business while your application is pending you will need an interim permit pursuant to A.R.S.§4-203.01. Would you like to apply for an Interim Permit?
 No
- 4) Have you submitted a questionnaire? Each person listed must submit a questionnaire and mail in a fingerprint card along with a \$22. processing fee per card.
 Yes
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
 No
- 6) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
 Yes
 If Yes, what City, Town or Tribal Reservation is this Business located in?
 GILA COUNTY

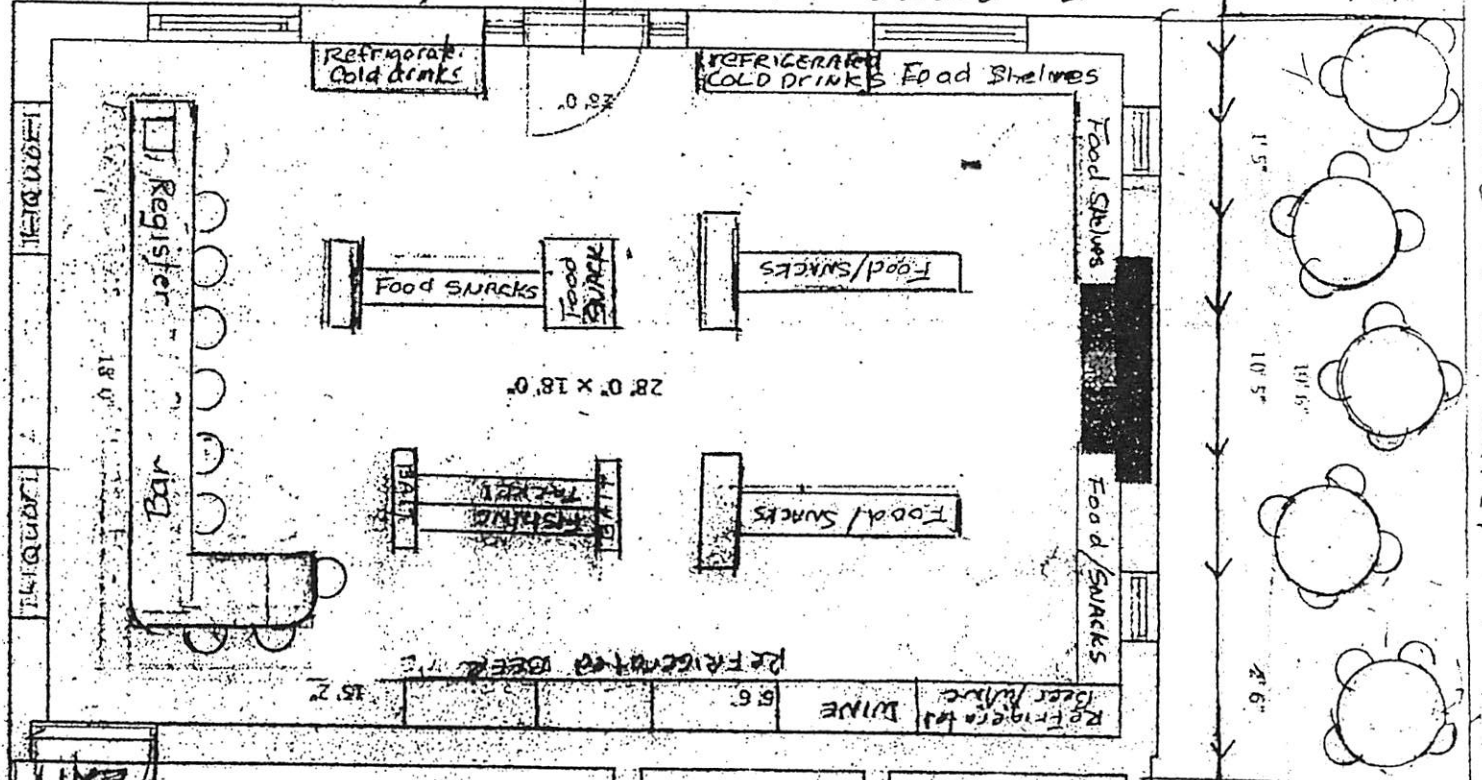
- 15) Please provide name, address, and Distance of nearest school.
MIAMI HIGH SCHOOL
4739 S RAGUS RD MIAMI,AZ 85539
21 MILES
- 16) Please provide name, address, and distance of nearest church.
ROOSEVELT BAPTIST CHURCH
AZ HIGHWAY 188 ROOSEVELT, AZ 85545
19 MILES
- 17) Are you a tenant? (A person who holds the lease of a property; a lessee)
No
- 18) Is there a penalty if lease is not fulfilled?
No
- 19) Are you a sub-tenant? (A person who holds a lease which was given to another person (tenant) for all or part of a property)
No
- 20) Are you the owner
Yes
- 21) Are you a purchaser?
No
- 22) Are you a management company?
No
- 23) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
0
- 24) Is there a drive through window on the premises?
No
- 25) Have you provided a diagram of your premises?
- 26) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
CONTIGUOUS
- 27) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
10/30/2019

19 SEP 11 Lic. Lic. PM 4 132

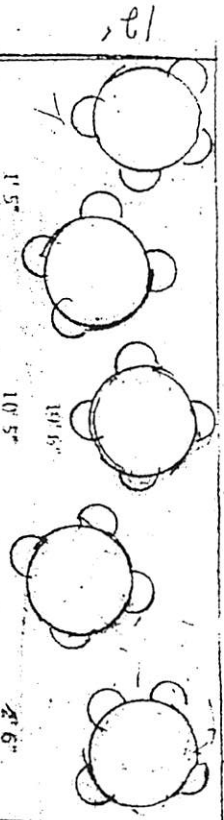
N

ENTRANCE/EXIT

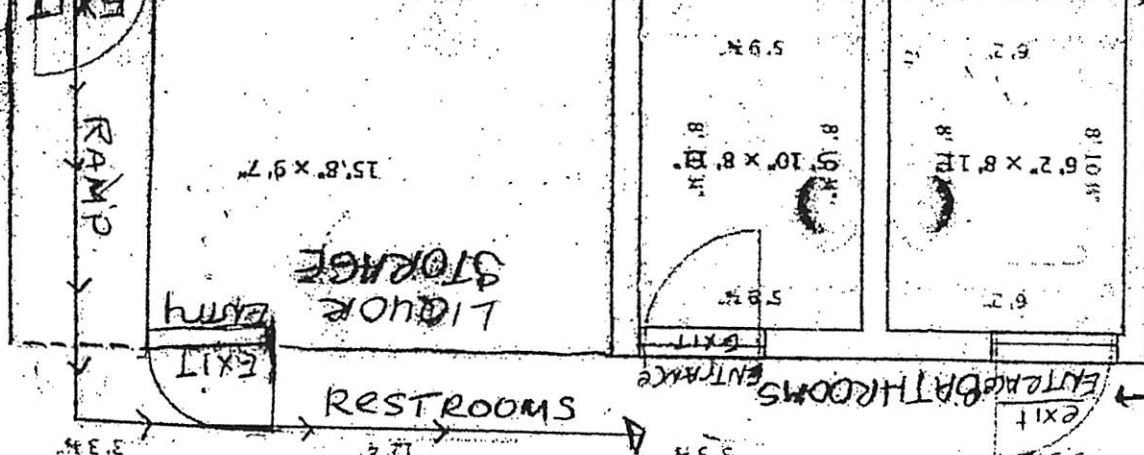
TO REST ROOMS



PATIO TO BE BUILT



TO REST ROOMS



RESTROOMS

ENTRANCE

4'0" 5'7" 20'0" 4'0" 5'7" 15'2"

E

3

15'9"

8'10"

7'2"

NOTICE

Series 07 Liquor License Application

Agent's Name:

Carol Ann Mace

Individual/Owner Name:

Carol Ann Mace

Business Name (doing business as): Rockhouse River Ranch

Business Location Address: 5732 N. Hwy 288 Globe, AZ 85501

Date of Posting: _____

Pursuant to Arizona Revised Statutes §4-201 (B), notice is hereby given to any natural person who is a bona fide resident residing or owning or leasing property within a **one mile radius** from the premises proposed to be licensed, and who is in favor of or opposed to the issuance of the license, to file written arguments in favor of or opposed to the issuance of the license with the Gila County Clerk of the Board of Supervisors within twenty (20) days after the date of the posting.

The written argument shall contain the natural person's complete name, street address or post office box address and written or electronic signature. If the written arguments are filed by a person on behalf of a corporation or other legal entity or association, the written arguments must be accompanied by a copy of the entity's organizing document, a designation of the office or position that the person holds within the organization and a copy of the written appointment of the person to speak on behalf of the organization. If the written arguments are filed by a neighborhood association, block watch or other unincorporated association, written arguments must be accompanied by a letter of authority designating that person as a spokesperson.

Written arguments may be mailed or emailed to:

Marian Sheppard, Clerk of the Board of Supervisors

1400 E. Ash Street

Globe, AZ 85501

msheppard@gilacountyaz.gov.

No arguments shall be filed or accepted by the city or town clerk thereafter. This subsection does not prevent a bona fide resident residing or owning or leasing property within a one-mile radius from the premises proposed to be licensed from testifying in favor of or in opposition to the issuance of the license, regardless of whether or not the person is a user or nonuser of spirituous liquor.



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

AFFIDAVIT OF POSTING

Date of Posting: 9-24-19

Date of Posting Removal: 10-16-19

Applicant's Name: Mace Carol Ann
Last First Middle

Business Address: 5732 N. Hwy 288 Globe 85501
Street City Zip

License #: 07040019

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

J. Adam Shepherd Sheriff 928-425-4449
Print Name of City/County Official Title Phone Number


Signature

10-21-19
Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

GCSD
 10:53 SEP 18 2019
 190980040



INTEROFFICE MEMORANDUM

DATE: September 18, 2019

TO: Debi Savage, Treasurer

FROM: Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Rockhouse River Ranch; Series 07

A hearing will be held by the Board of Supervisors on November 5, 2019 at which time the Board will review written arguments submitted by “any natural person who is a bona fide resident residing or owning or leasing property within a one mile radius from the premises proposed to be licensed, and who is in favor or opposed to the issuance of the license.” The written arguments may be submitted to the Clerk of the Board within 20 days after the date of posting.

Please indicate whether the applicant is current on paying property taxes for the subject property for the proposed liquor license or any other properties that are owned in Gila County. Please provide the amounts owed, if any.

Parcel # 20407006G Acct # R037655 Paid in Full 10/02/2018
See Attachment

Signed: Martha Gonzales, CDTGC



INTEROFFICE MEMORANDUM

DATE: September 18, 2019

TO: Scott Buzan, Director
Community Development Division Director

FROM: Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Rockhouse River Ranch; Series 07

A hearing will be held by the Board of Supervisors on November 5, 2019 at which time the Board will review written arguments submitted by "any natural person who is a bona fide resident residing or owning or leasing property within a one mile radius from the premises proposed to be licensed, and who is in favor or opposed to the issuance of the license." The written arguments may be submitted to the Clerk of the Board within 20 days after the date of posting. Please fill out Sections 1 and 2 below and return to Melissa Henderson, Deputy Clerk, by *no later* than October 28, 2019.

Section 1 – Inspect the premises to verify compliance with A.R.S. §4-207 for a Series 6, 7, 9, 10 or 12G application. SEE SECTION 10 OF THE APPLICATION.

This application meets the requirements of A.R.S. §4-207.

Circle One: Yes No N/A

Section 2 – Please indicate whether the applicant has any pending issues with regard to *your* department, such as building permits, Building Code clearance requirements, etc.

5732 N Hwy 288 IS ZONED TR IN WHICH ALCOHOL SALES AND CONSUMPTION IS NOT ALLOWED PER THE GILA COUNTY ZONING ORDINANCE. NO CURRENT OR PENDING ISSUES WITH BUILDING PERMITS EXCEPT IF A BUSINESS IS TO BEGIN, AN APPROVED DEVELOPMENT PLAN AND BUILDING/WASTEWATER PERMITS WILL BE REQUIRED.

Signed:  10-22-19



INTEROFFICE MEMORANDUM

DATE: September 18, 2019

TO: Michael O'Driscoll, Director
Health and Emergency Management Division

FROM: Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Rockhouse River Ranch; Series 07

A hearing will be held by the Board of Supervisors on November 5, 2019 at which time the Board will review written arguments submitted by "any natural person who is a bona fide resident residing or owning or leasing property within a one mile radius from the premises proposed to be licensed, and who is in favor or opposed to the issuance of the license." The written arguments may be submitted to the Clerk of the Board within 20 days after the date of posting.

Please indicate whether the applicant has any pending issues with regard to *your* department, such as food safety requirements, etc.

At this time, I am unable to determine if there are any Health Department issues for this liquor license since this building is empty and owner has not officially submitted remodel plans for review to the Gila County Community Development Department and Gila County Health Department. (Michael O'Driscoll, Director)

Signed: *Michael J. O'Driscoll*



INTEROFFICE MEMORANDUM

DATE: September 18, 2019

TO: Michael O'Driscoll, Director
Health and Emergency Management Division

FROM: Marian Sheppard, Clerk of the Board

SUBJECT: Liquor License Application for Rockhouse River Ranch; Series 07

A hearing will be held by the Board of Supervisors on November 5, 2019 at which time the Board will review written arguments submitted by "any natural person who is a bona fide resident residing or owning or leasing property within a one mile radius from the premises proposed to be licensed, and who is in favor or opposed to the issuance of the license." The written arguments may be submitted to the Clerk of the Board within 20 days after the date of posting.

Please indicate whether the applicant has any pending issues with regard to *your* department, such as food safety requirements, etc.

At this time, I am unable to determine if there are any Health Department issues for this liquor license since this building is empty and owner has not officially submitted remodel plans for review to the Gila County Community Development Department and Gila County Health Department. (Michael O'Driscoll, Director)

Signed: *Michael J. O'Driscoll*

ARF-5701

Regular Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted For: Aimee Staten, Grant Administrator

Submitted By: Maryn Belling, Budget Manager

Department: Finance

Fiscal Year: 2020 Budgeted?: Yes

Contract Dates Through 5/30/2020 Grant?: Yes

Begin & End:

Matching Yes Fund?: New

Requirement?:

Information

Request/Subject

Approval for the submittal of 2 grant applications to the Freeport-McMoRan (FMI) Foundation for the following projects - In CO+HOOTS: The Globe+Miami Co-Workspace & Incubator, and Globe+Miami Co-Workspace Tools for Women Entrepreneurs; and submittal of a grant application to the United States Department of Agriculture (USDA) to receive technical assistance for these projects through USDA's Rural Economic Development Innovation (REDI) Initiative Grant. Approval is also being requested for the Board to accept a grant award from the FMI Foundation in the amount of \$150,000 and a REDI Initiative Grant from the USDA for technical assistance for the development of the Globe+Miami Co-Workspace & Incubator at the Michaelson Building owned by Gila County.

Background Information

In collaboration with City of Globe Economic Development Director Linda Oddonetto, Gila County Manager James Menlove, and Gila County Grant Administrator Aimee Staten, a request is being made to the Gila County Board of Supervisors for approval of the prior submittal of three grant applications, and subsequent acceptance of two grant awards.

In order to apply for grant funding, Gila County was required to be the grant applicant because the County owns the property known as the Michaelson Building located 157 N. Broad Street, Globe. The application process occurred over the last 6+ months and it was decided to present all three grant applications to the Board at one time to provide a concise

report regarding all activities surrounding the endeavor to utilize the Michaelson Building for the Globe+Miami Co-Workspace & Incubator project. To date, Gila County has been awarded two of the three grant requests. Grant funding will be used to transform the Michaelson Building into a business incubator for the economic diversification and strength of local entrepreneurs across the entire region. The City of Globe will be overseeing the development of the Globe+Miami Co-Workspace & Incubator and ongoing administration of this project. Gila County, FMI and Eastern Arizona College will also be collaborating with the City of Globe for the future success of this endeavor.

The information pertaining to each grant application is as follows:

1) The **In CO+HOOTS: The Globe+Miami Co-Workspace & Incubator Grant Application** was submitted to the FMI Foundation requesting \$150,000. The FMI Foundation agreed to award a grant to Gila County with the understanding that the County would provide an in-kind match of \$150,000. The funds will be used for the remodel of the Michaelson Building and other supplies and equipment for training purposes.

The **REDI Initiative Grant Application** was submitted to the USDA requesting technical assistance to support planning for the Globe+Miami Co-Workspace & Incubator and Downtown Visitor's Center that will act as a business incubator for the area. The receipt of \$150,000 of grant funding from the FMI Foundation made it possible to apply for this grant. On May 23, 2019, the County received a letter from the USDA of the grant award. In collaboration with USDA Rural Development, McClure Engineering will be providing technical assistance for this project.

The **Globe+Miami Co-Workspace Tools for Women Entrepreneurs Grant Application** was submitted to the FMI Foundation for funding in the amount \$12,991 through FMI's Women's Development Initiative. To date, Gila County has not been notified if this grant request has been approved.

Evaluation

By preparing the grant applications for all three attributes of the Globe+Miami Co-Workspace & Incubator, Gila County strengthens its constituents' capacity for entrepreneurial success while re-purposing a facility to revitalize the downtown Globe area.

Conclusion

The Globe+Miami Co-Workspace Tools for Women Entrepreneurs, In CO+Hoots, and the USDA REDI Grants are good investments of the County's staff time and community partnership.

Recommendation

Staff recommends that the Gila County Board of Supervisors approve the submittal of these three grant applications as attached and subsequent award of two grants. Staff will report to the Board about the success of the project in January 2020, and again in May 2020.

Suggested Motion

Information/Discussion/Action to approve submittal of a grant application and acceptance of a grant award from: 1) the Freeport McMoRan (FMI) Foundation in the amount of \$150,000 and 2) the United States Department of Agriculture to provide technical assistance through its Rural Economic Development Innovation Initiative; and approve the submittal of a grant application to the FMI Foundation in the amount of \$12,991 all of which pertain to a collaborative effort between Gila County and the City of Globe to develop the Globe+Miami Co-Workspace Incubator business project at the Michaelson Building in Globe. **(Maryn Belling)**

Attachments

Co-Workspace Tools for Women Entrepreneurs Grant Application

FMI Grant Application

USDA REDI Initiative Grant Application

FMI Grant Award

REDI Grant Award



Review Your Application

Please review your proposal information. If you are not ready to submit your proposal at this time, click the "Save Only" button. The proposal will then be available to edit from the Welcome page. Clicking the Submit button will immediately send the application to Freeport-McMoRan Foundation and you will then be unable to perform further editing.

Contact Information

- * Salutation Mrs.
- * First Name Aimee
- * Last Name Staten
 - * Title Grants Administrator
- * Address 1400 E. Ash St.
 - * City Globe
 - * State Arizona

- * Zip Code 85501
- * Telephone 928-402-4392
- * E-mail Address astaten@gilacountyaz.gov
- * Contact Type Request Contact

Organization Information

- * Legal Name Gila County
- Department Name County of Gila, Gila County Finance Department
- * Address 1400 E. Ash St.
- * City Globe
- * County Gila
- * State Arizona
- * Zip Code 85501
- * Telephone 928-402-4392
- Website Address <http://www.gilacountyaz.gov/>

Organization Details

* Total Annual Organization Budget \$119,118,833.00

- * Annual Organization Operating Budget Upload
 - [GilaCounty_OrgBudget2020.pdf \(609.24 K\), uploaded by Christine Lopez on 09/27/2019](#)

- * Board Members Upload
 - [Gila County Board2020.pdf \(177.68 K\)](#), uploaded by [Christine Lopez](#) on [09/27/2019](#)

* Past Project Funding Yes

* Past Project Funding Details Minor Home Repair - \$10,000

In CO+HOOTS: The Globe+Miami Coworkspace & Incubator - \$150,000: The city of Globe and Gila County are awaiting drawings from the architect so work on the Michaelson Building can proceed.

Project Information

* Project Title Globe+Miami Co-Workspace Tools for Women Entrepreneurs

* Grant Amount Requested \$12,991.00

* Project Budget \$17,039.55

* Project Budget Upload

- [GilaCounty Project Budget2020.xlsx \(37.8 K\)](#), uploaded by [Christine Lopez](#) on [09/28/2019](#)

* Projected Project Start Date 10/01/2019

* Projected Project End Date 05/31/2020

* Project Community Miami/Globe, Arizona

* Women's Development Foundation Priority Community & Economic Development

* Women's Development Community Outcome ----Community & Economic Development: Increased Number of Businesses Developed/Attracted/Retained

* Project Summary The Globe+Miami Co-Workspace & Incubator will be an educational site for women entrepreneurs to create and grow their own businesses using DreamBuilder: The Women's Business Creator and supplemental courses offered by the Eastern Arizona College Small Business Development Center (EAC SBDC). EAC's supplemental series, taught by Charmaine Chidester, a SBDC business analyst, guides women through the online Dreambuilder program and enhances and expands learning to help women take their dreams from concept to reality with hands-on learning and accountability.

Funds from the FMI Women's Development grant, the city of Globe and the EAC SBDC, will allow for the purchase of 24 Chromebooks, computer and publishing software, two docking stations, printer, interactive conference monitors and a laminator to facilitate online as well as practical group learning in an environment tailored to the needs of the women in this area.

* Need for Project More than 300 women in the Globe-Miami area have home-based businesses, and for most, the businesses are more hobby than

sustainable income. The largest demographic living in poverty in Globe (which has a 20.2% poverty level) and Miami (28.6%) are females. The top group is females ages 45-54, followed by ages 55-64, 25-34 and 18-24. The Globe+Miami Co-WorkSpace & Incubator is seeking a Freeport-McMoRan Women's Development Grant to connect local women with access to the DreamBuilder: The Women's Business Creator online training program.

Globe-Miami is located in rural Gila County, and the high-school drop-out rate is 15% - second highest of all Arizona counties. Only about 19% of the population earn a bachelor's degree. DreamBuilder: The Women's Business Creator is an ideal avenue to connect the female side of our community's 81% of adults without a bachelor's degree to learning that fits their needs while strengthening our community's economic base and professional diversity. The partnership with the Eastern Arizona College Small Business Development Center to offer supplemental courses to facilitate learning on DreamBuilder will create a vibrant community of learners and greatly improve the percentage of graduates from the course (online only is 9-11% graduation rate, but combined with the supplemental series, 82%, according to the EAC SBDC). Jordan Johnson, a local entrepreneur who runs Vida e Caffè and a catering business, says she would have benefited tremendously from a program like Dreambuilders and the supplemental

series. "I think the most important thing for entrepreneurs is to be informed about all of the realities of starting a business and be trained on how to deal with them," she said.

Because entrepreneurship creates diverse and sustainable economies, we feel this additional resource is a valuable asset to the Globe/Miami community. SBDC will offer one-on-one counseling to assure continued support as students move forward.

- * Target Population Women small business owners - new and existing
- * Direct Impact 300
- * Project Activities One of the community partners for the Tools for Women Entrepreneurs grant would be the Eastern Arizona College Small Business Development Center, located in Thatcher. Charmaine Chidester, business analyst with the center, has successfully run the DreamBuilder supplement course series over the past four years. This grant would enable the EAC SBDC to bring the series to women in the Globe/Miami area as soon as January 2020. The Chromebooks and charging cabinet will empower the Co-Workspace & Incubator to offer classes to up to 24 individuals at a time in areas of need for our community such as: Website design/setup, Excel, Word, and other Microsoft Office applications, bookkeeping, social media.

The supplemental series starts with a local marketing campaign to inform potential

students about the DreamBuilder Program. Eight workshops, two hours each, will be held twice a month, taking the students deeper into materials they have reviewed online in the assigned DreamBuilder Modules. The whole series takes five months and ends with a graduation program. With the on-line program and the supplemental workshops, successful students will have 40 hours of business training, which can help them start or improve their own business. The standard DreamBuilder graduation rate is 9-11%, but this supplemental program increases that rate to 82%. There are more than 40 graduates of the program so far. The current class has 33 active students.

- * Project Partners
 - Gila County - Funding Coworkspace and Incubator project
 - City of Globe - Staffing, program implementation and maintenance & operation
 - Southern Gila County Economic Development Corporation - marketing and development of Coworkspace and Business Incubator
 - Small Business Development Center (SBDC) - Eastern Arizona College and Gila Community College - Help develop marketing and network for Coworkspace and Incubator project

- * Capacity To Implement Project
 - The Eastern Arizona College Small Business Development Center and the city of Globe have the necessary programs and expertise to teach, mentor and implement the Dreambuilders program using the

Chromebooks and educational equipment provided through this grant and the commitments by project partners.

Community Sustainability

* Community Outcome Measurement Details In Globe-Miami, at least 300 women currently have home-based businesses. The largest demographic of people living in poverty in the area are also women, from ages 18 to 64. Starting in January 2020, Eastern Arizona College Small Business Development classes based in Dreambuilder: The Women's Business Creator will help take those dreams out of their conceptual phase into reality at the Globe+Miami Co-Workspace & Incubator.

The supplemental series will develop a local marketing campaign designed to inform and attract potential students, with a goal of 50 for the first semester. Student names and progress will be tracked by the Eastern Arizona College SBDC and the Co-Workspace & Incubator staff. Eight workshops held twice a month will be two hours each and will allow students to delve deeper into materials they reviewed online. Charmaine Chidester, EAC's business analyst for SBDC, will teach, monitor and evaluate the twice-monthly trainings. The city of Globe and the Co-Workspace & Incubator will provide additional support as needed for the program to deliver on the community outcome of Community & Economic Development: Increased Number of

Businesses Developed/Attracted and Retained.

* Community Capacity (Short-Term Impact)

Until very recently, the community of Globe-Miami did not offer extensive training and business support to entrepreneurs. With the combined expertise and instruction of the DreamBuilder modules, the Eastern Arizona College Small Business Development Center, Gila County and the city of Globe, 100% of the women who aspire to be business owners or improve their existing ventures will have access to programs that help them start or grow a business or fund a business.

Many local residents have been approached in store parking lots by men and women peddling various goods and food. Free training from DreamBuilders and the SBDC could begin the process of lifting these families out of poverty by giving them information and tools to start their own businesses. Other home-based business owners may never approach someone in a parking lot, but their good ideas are confined to the four walls of their living rooms because they lack training on marketing themselves to the public and online. The Globe+Miami Co-Workspace Tools for Women Entrepreneurs project could change that forever for them.

Not only would women and their families benefit from this project, but the whole community would as well. According to a 2011 Forbes article titled The Importance of Women Entrepreneurs, 10.5 million women run their

own businesses and account for 23 million jobs and \$3 trillion dollars added to the United States economy. In Globe-Miami, about 26% of adult women have some college, and only about 17% have a bachelor's degree. This program - which helps people plan, develop business plans, find funding, market and make a profit - could provide the missing link between dream and fulfillment.

* Community Sustainability (Long-Term Impact)

Not only will women experience the satisfaction of creating and building their ideas into functional businesses through the Globe+Miami Co-Workspace Tools for Women Entrepreneurs project, but the earnings will help them provide financially for their families. In the United States, women are the primary or co-breadwinner in nearly two-thirds of this country's families. According to Census information, the percentage in Globe-Miami appear to be similar.

Women entrepreneurs will be exposed to information technology, its incorporation in business functions and enhanced decision-making abilities in this project. The creation of business and marketing plans, as well as the assistance in building management teams, obtaining capital and having access to a range of specialized professional services will result in a stronger, more robust local economy.

Just as a healthy family environment is more likely to produce children who stay away from crime and seek higher education, so it goes with economic growth. A community that

inspires, teaches and supports local business growth will produce a healthier economy. Businesses will show substantial gains in financial performance, gross sales revenue and annual payroll. Full-time employment opportunities will increase for the local workforce, and personal income levels will increase.

* Program Sustainability The purchase of equipment for the Globe+Miami Co-Workspace Tools for Women Entrepreneurs project will be accomplished within the first year of operation. After that, the semester-long DreamBuilder module and supplement courses by the Eastern Arizona College Small Business Development Center will cost about \$5,500. Those funds will be sought through the grant process of FMI and other grant-making entities to keep the cost low for participants.

* Impact Statement The Globe+Miami Co-Workspace Tools for Women Entrepreneurs project, in partnership with DreamBuilder: The Women's Business Creator, Eastern Arizona College's Small Business Development Center, the city of Globe and Gila County, will provide online and hands-on training and support for at least 50 women entrepreneurs to help them create, fund and build their own businesses, thereby improving the lives of local families and, by extension, the health and economy of the community.

Statement of Understanding

* Statement of Understanding Yes

* Electronic Signature Aimee Staten

* Date 09/28/2019

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PROJECT BUDGET

PROJECT OVERVIEW

Organization Name:	Gila County				
Project Title:	Globe+Miami Cowork Tools for Women Entrepreneurs				
Total Project Budget:	\$17,039.55				
Amount Requested:	\$ 12,991				
Project Dates:	Start Date:	1/8/2020	End Date:	5/13/2020	Project Year: 2020

PROJECT BUDGET

NOTE:

You **MUST** capture in detail the expenses and revenue specific to the project for which you are applying (not costs for the overall organization). It should be a full accounting of all dollars requested. Your application will be considered incomplete if only a sum of expenses and/or revenue is captured in each category. Add additional lines as needed.

	Year 1	Requested From FCX Foundation	% Requested From FCX Foundation	*Be sure to list specific and all line items under each expense category
EXPENSES				
<i>Line Item Details/ Comments</i>				
Personnel Salary				Ex. Project manager – 50% of the manager's time- \$25,000 Construction labor- \$45,000
			#DIV/0!	
			#DIV/0!	
Subtotal	\$ -	\$ -	#DIV/0!	
Fringe Benefits				
			#DIV/0!	
			#DIV/0!	
Subtotal	\$ -	\$ -		
Consulting & Professional Fees				
Program Coordinator	2,310	1,700	74%	Preparation, delivery and group support for nine supplemental classes and one graduation program
Administrative Asst	300.00	200.00	67%	Assistance in marketing and registration for supplemental classes and graduation
Subtotal	\$ 2,610	\$ 1,900		
Materials & Supplies				Ex. 50 books for program participants - \$150
Binders/Folders for Students	150	100	67%	Binders for up to 50 students
Food for classes	540	300	56%	\$60 of water, paper goods and snacks for 9 classes
Microsoft Office 365	3216.00	2765.76	86%	
Subtotal	\$ 3,906	\$ 3,166		
Computers & Equipment				
Samsung Chromebook 3	5,280	4,600	87%	24 Samsung Chromebook 3 @\$219.99 each
12-Unit Charging Stations (2)	759.88		0%	Learniture Shapes Series docking stations for 12 units each
Subtotal	\$ 6,040	\$ 4,600		
Printing & Publications				Ex. 100 posters to post in (x) number of schools- \$150 500 brochures to be disbursed at PTO meeting- \$350
Prints for classes	100	50	50%	Handouts, forms, examples distributed through out the classes
Graduation Materials	100.00	60.00	60%	invitations, printed programs, certificates
Subtotal	\$ 200	\$ 110		
Travel & Accommodations				Ex. 10 nights in hotel (explain why travel was necessary) Flight from (x) to (y) and for what reason
Travel from Thatcher	675	500	74%	10 trips (9 courses plus graduation) at 150 miles each
			#DIV/0!	
Subtotal	\$ 675	\$ 500		
Facilities				
Graduation Venue	200	100	50%	Rent local women-owned business venue for graduation
			#DIV/0!	
Subtotal	\$ 200	\$ 100		
Other Direct Costs				
Graduation Program Dinner	450	300	67%	Catered dinner, priority given to woman-owned local business
Graduation Cake	145.00	75.00	52%	Purchased from local women-owned bakery
Graduation Paper Goods	80.00	50.00	63%	Plates, plasticware, drinkware
Frames for Certificates	70.00	50.00	71%	
Gifts for Graduates	400.00	300.00	75%	Estimated 40 graduates (gift bags with local swag)
Subtotal	\$ 595	\$ 375		
Admin Overhead / Indirect Costs				
Marketing	500	350	70%	Radio, newspaper, flier to promote the program
			#DIV/0!	
Subtotal	\$ 500	\$ 350		
Other				
			#DIV/0!	
			#DIV/0!	
Subtotal				
TOTAL EXPENSES	\$ 14,725.64	\$ 11,100.76	75%	

NOTE:

You **MUST** capture in detail the expenses and revenue specific to the project for which you are applying (not costs for the overall organization). It should be a full accounting of all dollars requested. Your application will be considered incomplete if only a sum of expenses and/or revenue is captured in each category. Add additional lines as needed.

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Globe-Miami Community Investment Fund

Your Submitted Application

The application you previously submitted appears below. No further changes may be made to this application. Click here to [return to the Welcome page](#). To print a copy of this completed application click the Print button below.

Contact Information

*Salutation Mrs.

*First Name Aimee

*Last Name Staten

*Title Grants Administrator

*Address 1400 E. Ash St.

*City Globe

*State Arizona

*Zip Code 85501

*Telephone 928-402-4392

*E-mail Address astaten@gilacountyaz.gov

*Contact Type Request Contact

Organization Information

*Legal Name County of Gila, Gila County Housing Services

Department Name County of Gila, Gila County Finance Department

*Address 1400 E. Ash St.

*City Globe

*County Gila

*State Arizona

*Zip Code 85501

*Telephone 928-402-4392

Website Address <http://www.gilacountyaz.gov/>

Organization Details

*Total Annual Organization Budget \$109,815,426.00

*Annual Organization Operating Budget Upload • [GilaCounty_OrgBudget2019.pdf \(26.62 K\), uploaded by Aimee Staten on 03/13/2019](#)

*Board Members Upload • [Gila County Board2019.pdf \(130.58 K\), uploaded by Aimee Staten on 03/13/2019](#)

*Past Project Funding Yes

*Past Project Funding Details 2014 - Minor Home Repair grant for Gila County Housing Services - \$10,000
The project funds ensured that 40 members of the target population of 60 years and older in the Globe, Miami and Claypool area had adequate heating, cooling and other minor emergency repairs provided for their homes, improving their overall health and safety.

Project Information

*Project Title In CO+HOOTS: The Globe+Miami Coworkspace & Incubator

*Grant Amount Requested \$150,000.00

*Project Budget \$416,008.00

*Project Budget Upload • [Gila County ProjectBudget2019.pdf \(127.14 K\), uploaded by Aimee Staten on 03/15/2019](#)

*Projected Project Start Date 07/01/2019

*Projected Project End Date 08/31/2020

*Project Community Miami/Globe, Arizona

*Foundation Priority Community & Economic Development

*Community Outcome ----Community & Economic Development: Increased Number of Businesses Developed/Attracted/Retained

*Project Summary The roof and HVAC system at the Michaelson Building on Broad Street in Globe will be replaced so the building can be used for CO+HOOTS: The Globe+Miami Coworkspace & Incubator, a shared workspace project and Downtown Visitor's Center that will act as a business incubator.

CO+HOOTS will help grow existing businesses and be the incubator for new ventures. From flexible workspace to events and programming, CO+HOOTS will nurture future entrepreneurs in a central hub. The goal is to have an economic impact of \$5 million per year and support 50 entrepreneurs and 80 businesses on a monthly basis.

***Need for Project** The Globe Miami area is brimming with history, beauty and opportunity, but there is a tremendous need for local business revitalization and economic diversity to reduce economic leakage and strengthen diversity of employment opportunities. Currently, more than 20% of employment is related to mining. Other industries follow: education, 20%; arts, entertainment and food: 16.6%; Retail trade: 12.6%; public administration: 8.5%; construction: 7.1%; transport, warehousing and utilities: 5.1%; finance, insurance, real estate: 4.2%; manufacturing: 2.1%; wholesale trade: 1.8% (Arizona Commerce Authority 2019).

According to the Southern Gila County Economic Leakage Study, Globe and Miami are missing about \$335,293 annually in tax revenue. The reason for this is that many shop out of town for big box items, as well as online.

CO+HOOTS: The Globe+Miami Coworkspace and Incubator can be the answer to attracting and diversifying the economy, but the program needs a home. CO+HOOTS is a Phoenix-based company that has facilitated the creation of a visitor center that serves 25,000 visitors annually, helped 500 entrepreneurs get started in business, hosted 200 community events and was named #1 Most Innovative Coworking Space in the United States and is listed in the Top 10 in the World. The company helps build community engagement, offers work and community space, guides and supports business start-ups and entrepreneurs and acts as a small business incubator. The Michaelson Building is located in the heart of historical Downtown Globe, has the space, 7,900 sq. ft., for the program and is accessible to the entire area. It was most recently used for government offices by the county, and before that, it was a men's clothing store called Carm-Ed's. The building cannot be used by the public, however, until the roof is replaced. Once the building is reroofed, the once beautiful piece of

local history can be put to work to increase business opportunity for the entire area.

***Target Population** Development happens when communities come together to create long-term, positive change and empower individuals through entrepreneurship, collaboration and innovation. The target population is entrepreneurs, 18-70, men and women who have a business or desire to create a business. The goal is to support 50 entrepreneurs and 80 businesses on a monthly basis, as well as offer 50 events annually.

***Direct Impact** 1560

***Project Activities** The roof of the Michaelson Building on Broad Street in Globe will be demolished and replaced, as well as the HVAC systems, to ensure the safety and well being of local residents and staff who use the building for business incubator and coworkspace projects. An environmental study will also be conducted, and remedial measures will be taken to correct environmental concerns. The first and second floors will then be repaired and renovated for use of the CO+HOOTS project.

***Project Partners** USDA - Requesting \$100,000 for project
Freeport McMoRan Inc Community Foundation - requested \$150,000
IDA - requesting \$10,000 for environmental study
Gila County - Approved \$100,000 for project
CO+HOOTS - Will provide business incubator program for local businesses
City of Globe - Maintenance and operation in years two and three

***Capacity To Implement Project** The combined leadership and staff at Gila County, the city of Globe, Miami and CO+HOOTS have the necessary expertise and training to implement and support the In CO+HOOTS: The Globe+Miami Coworkspace & Incubator project to improve revitalize local businesses and create economic diversity.
The city of Globe was awarded a \$45,000 grant from the Rural Community Assistance Corporation for economic development. This project - to repair the roof of the Michaelson Building - is a necessary step to allow the organization and implementation of that program, which started with Phase 1: Recharge our

Community Economy; Phase 2: Start, grow and revive local businesses; and Phase 3: Sustain local businesses. City of Globe and Gila County staff have the necessary expertise to engineer, demolish, build and renovate the roof and building for the project.

Community Sustainability

***Community Outcome Measurement** CO+HOOTS will measure outcomes in the following Details ways:

- Surveys will be given to all participants of the business incubator and coworkspace programs, as well as participants of community workshops and events;
- Personal interviews will be given by Co+Hoot staff to people served through program
- CO+HOOTS will keep track of new business licenses in Globe and Miami
- CO+HOOTS will measure current transaction privilege taxes and compare to levels on annual basis;
- Keep track of the decrease of vacant buildings in the Globe and Miami business districts.

***Community Capacity (Short-Term Impact)** There are several short-term impacts that will be realized with this project.

1. Repair of the roof and HVAC system, in addition to the renovation of the interior of the Michaelson Building, will make a Downtown commercial building viable again. This will extend the life of the building and bolster the vitality of Downtown Globe.
2. Business incubation will assist the process of starting and growing new companies by providing entrepreneurs with expertise, networks and tools to make their businesses successful. It will aid in the growth of companies by providing rental space, shared office services and business consulting assistance.
3. CO+HOOTS will be a rural leader of a fresh, emerging model for economic growth. Many entrepreneurs have specialized knowledge, but they sometimes lack business skills, and a business incubator can fill that knowledge gap, reduce early-stage operational costs and establish a support network.

***Community Sustainability (Long-Term Impact)** CO+HOOTS participants will be exposed to information technology, its incorporation in business functions and enhanced decision-making abilities. The creation of business and marketing plans, as well as the assistance in building management teams, obtaining capital and having access to a range of

specialized professional services will result in a stronger, more robust local economy. Businesses will show substantial gains in financial performance, gross sales revenue and annual payroll. Full-time employment opportunities will increase for the local workforce, and personal income levels will increase. According to a study by the Economic Growth Institute - University of Michigan in 2017, business incubators increase the survival rate of new business from 20% to 80%, and 84% of those businesses are still in the region 10 years later. The long-term impact of the reroofing and renovation of the Michaelson Building means an attractive commercial building is available for local business and visible as part of the revitalized Downtown Globe.

*Project Sustainability The construction and rehabilitation part of the CO+HOOTS project for the Michaelson Building should not extend past 2020. The city of Globe will fund maintenance and operation costs once the Globe CO+HOOTS is operating. That operational cost is estimated at \$150,000 annually.

*Impact Statement After the Michaelson Building has been reroofed and renovated, the CO+HOOTS: Globe+Miami Coworkspace and Incubator will serve 50 individuals and 80 businesses per month and accelerate the successful development of entrepreneurial companies through an array of business support resources and services.

Statement of Understanding

*Statement of Understanding Yes

*Electronic Signature Aimee Staten

*Date 03/15/2019

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University of Kentucky
College of Agriculture,
Food and Environment
Community and Economic
Development Initiative of Kentucky

Rural Economic Development Innovation Rural Community/Regional Application

Application Acceptance Period: February 11, 2019-April 5, 2019. DUE BY APRIL 5, 2019

Letter of Interest Submission Deadline: March 8, 2019. (Please note: A Letter of Interest is not a requirement to submit a complete application)

About REDI

The USDA Rural Development Rural Economic Development Innovation (REDI) Initiative was designed to support regionalized planning to overcome multi-jurisdictional challenges and to better leverage federal, state, local and/or private funding.

In collaboration with the REDI Cooperators, the National Association of Counties, Rural Community Assistance Partnership, McClure Engineering Company, and Purdue University Center for Regional Development and University of Kentucky's Community Economic Development Initiative of Kentucky, the REDI Initiative will support rural communities by providing the opportunity to maximize their access to planning resources. These resources will enable the Cooperators to identify critical needs, create an actionable economic development plan, convene with potential partners, as well as implement project priorities that will ultimately improve economic stability and the quality of life in rural communities.

Purpose

This application is for REDI technical assistance and capacity building, to be provided free of charge, through the REDI Cooperators. Applications will be scored, reviewed and selected on a competitive basis.

Participation in REDI will enable a rural community or region to create an economic development plan that will include: 1) Evidence-based assessment of community assets, challenges and opportunities; 2) Goals that are focused, logical, targeted, and timely with tasks identified and the entities responsible for carrying these actions clearly delineated; 3) Clear planning strategies that are intended to help produce, either directly or indirectly, improvements in the local and regional economy; and 4) Metrics to track implementation and ongoing progress of the economic plan.

Benefits

Community and regional engagement with the REDI Cooperators will support technical assistance outcomes that build capacity within targeted areas of planning. This technical assistance will result in a strong regional economic development plan that identifies projects that may be eligible for other Rural Development programs and/or be a blueprint for leveraging other federal, state, local, or private sector resources.

Through a cooperative agreement with USDA Rural Development, REDI Cooperators will support a community and/or region with tools and technical assistance for economic development planning to create regional economic strategies.

Additional information about each of the Cooperators is provided on the next pages.



National Association of Counties (NACO)

Through its previous success in developing and administering high-quality educational, training, and technical assistance programs for rural county leaders, the National Association of Counties Research Foundation (NACoRF) has provided tools and resources for many rural communities to take on their own economic and community development projects. NACoRF is partnering with the National Association of Regional Councils (NARC) to develop a peer-learning program to teach local and regional leaders in rural areas how to implement multijurisdictional economic development plans and projects.

The program will include workshops, team mentoring, educational webinars, community case studies, and interactive learning opportunities. The goals of this effort are to: 1) inspire rural county and regional leaders to think creatively and regionally about new solutions to local challenges; 2) facilitate collaboration and partnership among neighboring counties within a region; and 3) empower counties to develop and implement economic and community strategies with emphasis on economic diversification; supporting a rural workforce; technological innovation and e-connectivity; regional asset-based development; and local quality of life.

Contact: Cheryl Burnett, Email: CBurnett@naco.org

Website: <http://www.naco.org>



Rural Community Assistance Partnership

The Rural Community Assistance Partnership (www.rcap.org) will deliver technical assistance utilizing the WealthWorks model (www.wealthworks.org) focused on helping rural regions and communities identify existing wealth or assets to build upon, recognize market opportunities and connect local assets to real market demand. WealthWorks allows local leaders to focus on what they have—instead of what they lack—to generate multiple forms of wealth that benefit residents today and for generations to come while rooting value in local people, places, and businesses.

WealthWorks offers a systematic approach that engages a wide range of community partners in turning enterprising opportunities into results. This model can complement or incorporate traditional economic development methods, but intentionally focuses on creating more value that becomes rooted locally. WealthWorks' value chain approach is a self-sustaining, distinctive economic development model. Value chains develop from local assets, holistically building relationships and filling gaps to link local small businesses and entrepreneurs with identified market demand.

Six hubs across the country will provide this value-chain development assistance:

- Community Roots (serving Connecticut, Maine, New Hampshire, New York, Rhode Island, and Vermont)
- Central Appalachian Network (serving Kentucky, North Carolina, Ohio, Tennessee, Virginia, West Virginia)
- Communities Unlimited (serving Arkansas, Louisiana, Mississippi, Oklahoma, Tennessee, and Texas)
- Region Five Development Commission (serving Minnesota)
- Rural Community Assistance Corporation (serving Alaska, Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming)
- Rural Development Initiatives (serving Idaho, Oregon, and Washington)

Additional support in the Midwest will come online later in the REDI initiative through the Midwest Assistance Program.

Contact: Ashley Zuelke, Email: AZuelke@rcap.org

Website: www.rcap.org / www.wealthworks.org



McClure Engineering Company

McClure provides a full spectrum of engineering, planning, surveying, design, construction administration, placemaking, and funding assistance throughout the nation. The firm continues to expand its services and impact by working alongside communities to develop a people-centered blueprint for sustainable economic and community development.

For the Rural Economic Development Initiative (REDI), McClure is partnering with CO.STARTERS, a Chattanooga, Tennessee-based firm assisting communities to build entrepreneurial ecosystems through the introduction and use of proven resources and tools. The team will engage with four rural communities across the country. These communities will be guided through a planning process to identify and leverage existing assets to spur economic and community development, strengthen workforce pipelines, and build entrepreneurial ecosystems to capitalize on technological innovation. The outcome will be an economic development plan to improve the quality of life for both current and future residents. Community Visioning/Asset Mapping, Capacity Assessment, Action Plan Development, Local Leader and Small Business Capacity Building, and Implementation Technical Assistance will be undertaken to accomplish the goals of the project.

Contact: Alex Holland, Email: aholland@mecresults.com

Website: <http://mcclureplacemaking.com/>



University of Kentucky
College of Agriculture,
Food and Environment
Community and Economic
Development Initiative of Kentucky

Purdue University and the University of Kentucky

Purdue University and the University of Kentucky have joined forces to coordinate and implement the REDI Initiative in the North Central and Southern regions of the United States. Combined, the two regions represent 25 of the nation's 50 states and encompass 78 percent of the nation's nonmetropolitan counties (i.e., 1,544 counties). The Purdue team is part of the Purdue Center for Regional Development (PCRD) and the Purdue Extension Community Development Program, while the Kentucky team is comprised of individuals connected to the Community and Economic Development Initiative of Kentucky (CEDIK). The mission of the PCRD is to pioneer new ideas and strategies that contribute to regional collaboration, innovation and prosperity while the overall purpose of CEDIK is to catalyze positive change to build engaged communities and vibrant economies.

Partnering with national and state colleagues from USDA Rural Development, the Purdue/Kentucky team will work with self-defined regions to realize the following key objectives: (1) Build a strong, inclusive regional team; (2) Study data on the five critical areas associated with the national "Agriculture and Rural Prosperity Task Force Report" and garner public input on these five key topics; (3) Equip the regional REDI team with the tools and strategies needed to build a sound strategic plan; (4) Guide the team in the producing a multi-year plan; (5) Assist the regional team in hosting focus group meetings to gain support for the plan by residents, agencies and organizations in the region; (6) Work with federal, state local and philanthropic organizations to explore funding sources to help put the regional plan into action; and (7) Track short, intermediate and long-term outcomes of the REDI program in the region.

Contact: Lionel J. Beaulieu, Email: ljb@purdue.edu

Website: <https://www.pcrd.purdue.edu/> or <https://cedik.ca.uky.edu/>

If you choose to, please rank the four providers below (1-4) based on your preference for REDI Assistance considering their approach or a pre-existing relationship. Please note: If you are chosen for the REDI Initiative, you will be assigned to your preferred provider wherever possible, but it is not guaranteed.

- 3 National Association of Counties (NACO)
- 2 Rural Community Assistance Partnership (RCAP)
- 1 McClure Engineering Company
- 4 Purdue University and the University of Kentucky

A successful application will demonstrate a strong rural focus, the capacity to participate in planning and implementation of economic development strategies, robust and inclusive partnerships, and an understanding of regional issues and assets.

**Rural Economic Development Innovation
Rural Community/Regional Application**

Application Acceptance Period: February 11, 2019-April 5, 2019

Letter of Interest Submission Deadline: March 8, 2019 (Please note: A Letter of Interest is not a requirement to submit a complete application)

Please complete the following information:

Main contact person in your region/community: Linda Oddenetto

Email address loddonetto@globeaz.gov

Telephone 928-961-3382

Mailing Address 150 N. Pine St., Globe, AZ 85501

Secondary contact person in your region/community: James Menlove

Email address jmenlove@gilacountyaz.gov

Telephone 928-402-4387

Mailing Address 1400 E. Ash St., Globe, AZ 85501

Please define the make-up of your rural area: (names of counties, community, and or region):

Gila County: City of Globe, Town of Miami and San Carlos Indian Reservation

Please provide a the specific name of your community, county, and /or region if applicable:

Gila County-Globe Miami

Rural Economic Development Innovation (REDI) aims to strengthen the capacity of rural communities (50,000 people or less in the United States plus Tribes and territories) in implementing strategic community and economic development plans as referenced in Section 379H of the Consolidated Farm and Rural Development Act (7 U.S.C. 2008v).

The term ‘rural area’ means the Rural Business Service’s Rural Area definition as outlined in Section 343(a)(13)(A)(i) of the Consolidated Farm and Rural Development Act which states: any area other than: (1) A city or town that has a population of greater than 50,000 inhabitants; and (2) any urbanized area contiguous and adjacent to such a city or town.

Community Assessment (key elements in the selection process)

1. Does the entire service area of your application meet the rural definition stated above? Yes No
2. If not, what percentage of the geographic area is urban? N/A
How will your effort focus on those areas defined as rural? Improve economy
3. Are there one or more Opportunity Zones designated in the defined area of your application? Yes
No <https://www.cdfifund.gov/pages/opportunity-zones.aspx>
4. Is your community/county, or part of your region, designated as "distressed"? Yes No
<https://eig.org/dci/2018-dci-map-u-s-counties-by-state-map>
5. Are you located in or adjacent to a federally declared disaster area identified within the past five years, of which you are aware? Yes No
6. Has your community or any of your counties been engaged in Economic Development Administration (EDA) Comprehensive Economic Development Strategies (CEDS) planning effort within the past five years? Yes No If yes when? Currently Please provide a link to the CEDS plan if applicable. cagaz.org
7. Is your county facing challenges with Substance Use Disorder to include alcohol or drugs, both prescribed and illicit? Yes No
8. What is the main economic driver (industry) for your community/region? Mining
9. Does your community/region include a federally recognized tribe? Yes No
10. What cooperatives operate in your region (i.e. rural electric, credit unions, agriculture, etc.)?
Gila County Cooperative Extension - University of Arizona
11. Please list the names of your local committee members and their affiliations. Please ensure that the committee is diverse and broad-based in terms of reflecting the mix of local stakeholders. Members can include (but not limited to) the following groups:

(You may add additional pages if needed)

Demographic Mix of Residents

Health Neal Jensen - Cobre Valley Regional Medical Center

Local Government James Menlove - Gila County

Education Jerry Jennex - Globe Unified School District

Faith Based Preston Pollock - Church of Jesus Christ of Latter Day Saints

Nonprofit Organizations Maryn Belling - United Fund of Globe-Miami Inc.

Community leaders Tim Humphrey - Gila County Board of Supervisors

Business and Industry Representation Robin Bradford - Freeport McMoRan Copper
 Workforce Development Malissa Buzan - Gila County Community Services
 Other Bryan Seppala - Resolution Copper

12. Please provide letters of commitment and support for your region/community as representation of the broad-based stakeholders. This can include but is not limited to:

- Industry Representation
- Business Owners
- Local Government
- Residents
- Education
- Community leaders
- Community Champion.

Community/Regional Issues:

Please provide your assessment of the quality of the following in your community or region. Place an 'X' under the response that best represents your view on each item.

Item	Excellent	Good	Fair	Poor
Broadband services of 10/1 Mbps			X	
Broadband services of 25/3 Mbps			X	
Quality healthcare			X	
Mental health support services			X	
Item	Excellent	Good	Fair	Poor
Healthy locally or regional-sourced fresh food?			X	
Housing stock that meets the needs of residents				X
Skilled workforce to fill local/regional jobs			X	
Workforce training programs for youth & adults			X	
Quality childcare resources				X
Programs/services that focus on local youth			X	

Has your community or any of the counties been awarded federal, state, and/or philanthropic support for local or regional economic development efforts? Yes X No

If yes when and by whom? Rural Community Assistance Corp - 2017

Please check the box of any of the FIVE major themes listed below that are of critical importance to your community/region. For any theme(s) selected, place an "X" in front of the topics which are of highest priority.

Theme 1: e-Connectivity of Rural America

- Developing High Speed Connectivity
- Broadband education to promote adoption
- Funding strategies to expand broadband access
- Broadband applications (telehealth, civic engagement, public safety, public schools)
- Data on broadband presence/gaps
- Other: _____

Theme 2: Improving Quality of Life

- Health care providers
- Mental health/crisis services
- Availability of fresh, healthy foods
- Childcare services
- Sound public safety
- Public Transportation
- Schools
- Disaster preparedness
- Arts/Culture/Tourism
- Housing
- Affordable housing for local workforce
- Downtown revitalization efforts
- Safe activities for youth
- Other: _____

Theme 3: Support Rural Workforce

- Workforce development
- Apprenticeship programs
- Small Business Succession Planning
- Telework strategies
- Other: _____

Theme 4: Technological Innovation

- Harnessing technology to increase efficiency and safety
- Access to educational opportunities through technology
- Access to healthcare opportunities through technology
- Online strategies for small local businesses
- Other: _____

Theme 5: Economic Development

- Small Business Assistance
- Entrepreneur support
- Co-working facilities/support
- Identifying and developing a strong industry/economic sector(s)
- Expanding and improving livelihoods and opportunities
- Connecting your community/region to a larger regional system
- Infrastructure, please specify _____
- Other: _____

From the list on page 7-8, of the topics that you have indicated under the major themes, what would you identify as the top TWO priorities in your community or region? Please indicate why you selected these TWO items (limit 300 words).

The top two priorities for the Globe Miami communities in Gila County are entrepreneur support and co-working facilities support under Economic Development. The Globe Miami area is brimming with history, beauty and opportunity, but there is tremendous need for local business revitalization and economic diversity to reduce tax revenue leakage and strengthen employment opportunities. With residents shopping online and out of town for better variety and big box items, Globe Miami loses about \$335,293 annually in tax revenue. The Downtown area of Globe is filled with historic buildings well suited to operate as bakeries, breweries, hotel/retail businesses, offices and even housing. There are numerous cafes, restaurants, offices and service agencies that currently act as anchors of this district, but there are just as many empty windows fronting usable spaces. The problem is that many local entrepreneurs lack skills to create effective business and marketing plans and would benefit from assistance in building management teams, obtaining capital and having access to a range of specialized professional services will result in a stronger, more robust local economy. The city of Globe was awarded a \$45,000 grant from the Rural Community Assistance Corporation for economic development. The REDI Initiative is a necessary step to allow the organization and implementation of that program.

Please highlight an example where your community/region worked together as a collaborative team (with other communities or partners) to achieve an important local/regional goal. (limit 250 words)

In 2017, the Globe Miami and San Carlos community received news that its only domestic violence shelter would close, leaving hundreds of women, children and men at the mercy of abusers and, potentially, the elements. The GILA House - a local nonprofit that provides temporary housing for low-income residents who are burned out of their homes - and Gila County Community Services opened a new domestic violence shelter with the help of numerous regional partners, called the Gila Safe Haven Domestic Violence Safe Home, in November 2018.

The previous domestic violence shelter was operated by an out-of-town agency that lost grant funding and could no longer serve rural areas. After the initial shock that there would be no place to shelter vulnerable women, children and men, residents of the community and local agencies decided to band together to somehow provide these services. Hundreds of volunteer hours were spent to painting, repairing and upgrading the house provided by Gila County for the new shelter, and beds and other services were donated to make the new safe house functional. The shelter now offers 10 beds to victims of domestic violence, as well as planning services and various levels of support that include finding jobs and furniture for people who move out of an abusive relationship. Partners for the project were the Signal Peak Community Foundation, United Fund of Globe-Miami, Freeport McMoRan, City of Globe, the Arizona Department of Corrections, Wells Fargo, Gila County and Walmart, as well as the White River Apache Indian Tribe.

Given the goals of the REDI Initiative, what might success look like in your community/region? What are some of the key strengths it will build on and what challenges will it help overcome?

Participants in a successful Globe Miami co-workspace and business incubation program will be exposed to information technology, its incorporation in business functions and enhanced decision-making abilities. Many local entrepreneurs, while skilled in their areas of expertise, lack the ability to start and sustain a new business. The creation of business and marketing plans, as well as assistance in building management teams, obtaining capital and having access to a range of specialized professional services, will result in stronger, sustainable new businesses that will support a robust local economy. The Globe Miami community, which serves the southern portion of Gila County, desires to offer its diverse population a variety of goods and services. The residents of the area simply need sound business practice assistance to make their good ideas into reality. To improve economic viability, it is also important to capture tax revenue that is currently leaking out of the area via online and out-of-town purchases. Businesses will show substantial gains in financial performance, gross sales revenue and annual payroll. Full-time employment opportunities will increase for the local workforce, and personal income levels will increase. The program will offer co-workspace for up to 50 individuals and business services to 80 existing businesses per month.

Please provide any additional supportive information that you would like to highlight regarding your community/region (limit 300 words).

Located in the heart of Arizona, Globe Miami is a historic mining community filled with a diverse group of people whose families hail from all over the world. It is known for its friendliness, its delicious Mexican food and its stunning outdoor recreational areas. Globe Miami's beauty and climate make it a desirable place to live for less than 14,000 people, but snowbirds from all over the United States spend several months living and shopping here in the winter. Once in the running for state capitol of Arizona, it is the birthplace or former home of several state and national dignitaries, including Gov. Rose Mofford and Senator Ed Pastor.

Thank you for your interest in the REDI initiative. REDI technical assistance and capacity building support will be offered on a competitive basis; your application does not guarantee that you will receive assistance. REDI Cooperators and USDA Rural Development will determine the selection of participants.

By signing this document our community/region is committing to: (Please initial)

go Conducting outreach to community and business stakeholders during plan development and implementation.

go Working with the REDI technical assistance team to organize and attend meetings, such as site visits and phone interviews.

go Collecting and sharing any information that has already been developed, such as other regional community and economic development plans, local comprehensive plans, market research or feasibility studies, community visioning, or other analysis done of the community context or economic development strategies.

go Being willing to assign responsibility to partners for strategies and projects.

go Completing a Strong Regional and Local Economic Development Plan

go Implementing strategies of the Strong Regional Economic Development Plan

LINDA ODDUNETTO

Linda Oddunetto

Community Representative (Please Print)

Community Representative Signature

GLOBE ECONOMIC DEVELOPMENT DIR.

4/5/19

Community Representative Title

Date

JAMES MENLOVE

James Menlove

Secondary Community Rep (Please Print)

Secondary Community Representative Signature

GILA COUNTY MANAGER

4.5.19

Community Representative Title

Date

One Page Letters of Interest can be emailed to USDA Rural Development Innovation Center RD.Innovation@osec.usda.gov by March 8, 2019. (Please note: A Letter of Interest is not a requirement to submit a complete application)

To submit this application and letters of support, please email one complete file to the USDA Rural Development Innovation Center with subject line “REDI Application” via RD.Innovation@osec.usda.gov By **April 5, 2019**.

For questions:

McClure Engineering



Alex Holland
Email: aholland@mecresults.com

National Association of Counties (NACO):



Cheryl Burnett,
Email: CBurnett@naco.org

Rural Community Assistance Partnership



Ashley Zuelke,
Email: AZuelke@rcap.org

Purdue University and the University of Kentucky



Lionel J. Beaulieu
Email: ljb@purdue.edu



USDA Rural Development Innovation Center:
Christine Sorensen,
Email: Christine.Sorensen@wdc.usda.gov

USDA is an equal opportunity provider, employer, and lender.



April 5, 2019

U.S. Department of Agriculture
USDA Rural Development Innovation Center
Attn.: Christine Sorensen
1400 Independence Ave., S.W.
Washington, DC 20250

Dear REDI Grants Committee:

The City of Globe Economic Development Department would like to offer strong support for the Rural Economic Development Innovation grant application by Gila County for the Globe Miami community to support planning for a coworkspace and Downtown Visitor's Center that will act as a business incubator for the area. Gila County's application is important to the economic health of the entire region, which includes Globe and Miami, Roosevelt and the San Carlos Indian Reservation.

As an organization engaged in economic development, we recognize the value of an agency that helps build community engagement, offers business revitalization and work space, as well as guides and supports business start-ups.

This initiative will help the Globe Miami area design a program to attract new businesses and diversify the local economy. This is important in an area that loses several hundreds of thousands of dollars in tax revenue every year.

The City of Globe Economic Development Department greatly supports Gila County's request for REDI technical assistance and capacity building. We hope that you will become our partner for a favorable decision for the Gila County application!

Sincerely,

Linda Oddonetto

Economic Development Director

City of Globe

Industrial Development Authority of Gila County

5981 W. Electric Avenue, Suite B, Globe, AZ 85501

April 2, 2019

U.S. Department of Agriculture
USDA Rural Development Innovation Center
Attn.: Christine Sorensen
1400 Independence Ave., S.W.
Washington, DC 20250

Dear REDI Grants Committee:

The Industrial Development Authority (IDA) would like to offer strong support for the Rural Economic Development Innovation grant application by Gila County for the Globe Miami area to support planning for a co-workspace and Downtown Visitor's Center that will act as a business incubator for the area. Gila County's application is important to the economic health of the entire region, which includes Globe and Miami, Roosevelt and the San Carlos Indian Reservation.

As an economic development organization, the IDA recognizes the value of an agency that helps build community engagement, offers business revitalization and work space, as well as guides and supports business start-ups.

This initiative will help the Globe Miami area design a program to attract new businesses and diversify the local economy. This is important in an area that – while beautiful and historically significant to the state of Arizona – loses several hundreds of thousands of dollars in tax revenue every year.

The IDA supports Gila County's request for REDI technical assistance and capacity building. We hope for a favorable consideration of and decision for the Gila County application.

Sincerely,



Fred Barcon

President



April 5, 2019

U.S. Department of Agriculture
USDA Rural Development Innovation Center
Attn.: Christine Sorensen
1400 Independence Ave., S.W.
Washington, DC 20250

Dear REDI Grants Committee:

The Eastern Arizona College Small business Development Center, which serves Graham, Greenlee and Gila Counties, would like to offer strong support for the Rural Economic Development Innovation grant application by Gila County for the Globe Miami area to support planning for a co-workspace and Downtown Visitor's Center that will act as a business incubator for the area. Gila County's application is important to the economic health of the entire region, which includes Globe and Miami, Roosevelt and the San Carlos Indian Reservation.

As a business development and support organization, the EAC Small Business Development Center recognizes the value of an agency that helps build community engagement, offers business revitalization and workspace, as well as guides and supports business start-ups.

This initiative will help the Globe Miami area design a program to attract new businesses and diversify the local economy. This is important in an area that – while beautiful and historically significant to the state of Arizona – loses several hundreds of thousands of dollars in tax revenue every year.

The EAC Small Business Development Center supports Gila County's request for REDI technical assistance and capacity building. We hope for a favorable consideration of and decision for the Gila County application.

Sincerely,

Kevin Peck, Director
Eastern Arizona College Small Business Development Center



Gila Pueblo Campus
8274 S. Six Shooter Canyon Rd.
P.O. Box 2656
Globe, Arizona 85502-2656
Phone: 928-425-8481
Fax: 928-425-8492

Payson Campus
201 North Mud Springs Road
P.O. Box 359
Payson, Arizona 85547-0359
Phone: 928-468-8039
Fax: 928-468-8043

April 1, 2019

U.S. Department of Agriculture
USDA Rural Development Innovation Center
Attn.: Christine Sorensen
1400 Independence Ave., S.W.
Washington, DC 20250

Dear REDI Grants Committee:

Gila Community College would like to offer strong support for the Rural Economic Development Innovation grant application by Gila County for the Globe Miami area to support planning for a coworkspace and Downtown Visitor's Center that will act as a business incubator for the area. Gila County's application is important to the economic health of the entire region, which includes Globe, Miami, Roosevelt, and the San Carlos Indian Reservation.

As an educational institution, Gila Community College recognizes the value of an agency that helps build community engagement, offers business revitalization and work space, as well as guides and supports business start-ups.

This initiative will help the Globe-Miami area design a program to attract new businesses and diversify the local economy. This is important in an area that – while beautiful and historically significant to the state of Arizona – loses several hundreds of thousands of dollars in tax revenue every year.

Gila Community College supports Gila County's request for REDI technical assistance and capacity building. We hope for a favorable consideration of and decision for the Gila County application.

Sincerely,

Patricia A. Burke
Dean – Gila Pueblo Campus

Springer, Mary

From: Staten, Aimee
Sent: Wednesday, October 23, 2019 12:06 PM
To: Springer, Mary
Subject: FW: Status: Freeport-McMoRan Globe-Miami Community Investment Fund

Dear Aimee Staten -

Thank you for your interest in the Freeport-McMoRan Foundation Globe-Miami Community Investment Fund. Across Freeport-McMoRan operations, we focus on working with the communities in which we operate to develop partnerships with organizations, fund projects designed to address priority needs and contribute to the sustainability of each community.

Congratulations, your In CO+HOOTS: The Globe+Miami Coworkspace & Incubator application successfully met the criteria of the Freeport-McMoRan Foundation to provide a sustainable benefit to the community and we are pleased to provide funding in the amount of \$150,000.00. You will receive additional information about grant requirements in the award letter that will be included with your check. This grant is made by the Freeport-McMoRan Foundation on behalf of Freeport-McMoRan Foundation and its operations. Any acknowledgement of our support should be attributed to the Freeport-McMoRan Foundation.

We look forward to seeing you at the upcoming Globe-Miami Community Investment Fund Award Ceremony. Please RSVP to Robin at rbradfor@fmi.com by Friday, May 31 to confirm your attendance at the awards ceremony.

Globe-Miami Community Investment Fund Award Ceremony Wednesday, June 5
10:00 a.m. - 10:30 a.m.
Bullion Plaza Cultural Center & Museum

The Community Partnership Panel meeting (10:30am-12:00pm) will immediately follow the awards ceremony and we welcome you to join.

Thank you for thinking of Freeport-McMoRan. We wish you every success in future endeavors.

Best,

Angie Harmon
Freeport-McMoRan
Regional Community Development Manager, North America

CG/JMAIL/154815577



May 23, 2019

Rural Development

Office of the Chief
Innovation Officer

1400 Independence Ave SW
Room 4015
Washington, DC 20250

Voice 202.692.0036

Linda Oddonetto
Gila County
150 N. Pine Street
Globe, AZ 85501

Dear Linda Oddonetto,

Thank you for your application for technical assistance associated with the Rural Economic Development Innovation (REDI) initiative. We are pleased to share that your region has been selected by McClure Engineering to receive technical assistance to build and implement economic development planning projects.

USDA Rural Development (RD) and McClure Engineering are planning a public announcement of your selection on June 6, 2019. No public announcement can be made prior to this date. If you plan to issue a public announcement, please let us know as the effort should be coordinated through RD and McClure Engineering.

If you plan to hold any events to highlight this selection, please contact Rural Development when you begin your planning to ensure an RD or McClure Engineering representative can be present. Rural Development may also be available to assist with planning your event.

McClure Engineering will soon be in touch with you to begin this technical assistance engagement for economic development planning assistance.

If you would like additional information regarding Rural Development resources in your state, please contact La Roy Cadiz, Rural Development Acting State Director at laroy.cadiz@usda.gov.

Congratulations on your selection! We look forward to the opportunity to work with you.

Sincerely,

Jacqueline Ponti-Lazaruk
Chief Innovation Officer
Rural Development Innovation Center

cc: La Roy Cadiz, Acting State Director

ARF-5711

Regular Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted For: Scott Buzan, Community Development Director

Submitted By: Scott Buzan, Community Development Director

Department: Community Development Division: Planning and Zoning

Information

Request/Subject

Adopt Ordinance No. 2019-07 to amend the Zoning Ordinance for the Unincorporated Areas of Gila County. Sections to be amended include: Section 101.3 (Administrative Variance) - pertaining to the mailing of Administrative Variance decision letters and Section 103.3 (Restriction on Regulating Through Zoning) to add what is not included in the definition of general agricultural purposes to conform with Arizona State Statute 11-811, and to make clear the meaning and procedures associated with nonconforming uses and structures.

Background Information

Currently, the Zoning Ordinance requires that decision notices of the Zoning Inspector or Designee regarding Administrative Variance requests are to be mailed by U.S. Certified Mail to the applicant and adjoining property owners.

“General agricultural purposes” as referenced in Arizona Revised Statutes 11-811 when regulating or restricting the use or occupation of land or improvements if the tract concerned is five or more contiguous commercial acres does not include the cultivation of cannabis or marijuana.

There is language in the current Ordinance pertaining to nonconforming uses and structures with respect to when a nonconforming business use can be expanded, circumstances when a nonconforming business use can be discontinued, reconstruction rights when a nonconforming structure is destroyed and the implications of changing a nonconforming business use. It further states that a 12-month discontinuance of the operation of a non-conforming use shall be deemed as an expiration of non-conforming status.

The Planning and Zoning Commission advertised for and held a public hearing on September 19, 2019, and with a vote of 6 to 2 in favor, recommended approval of multiple amendments which included these three amendments. The Commissioners who voted against only voiced concerns with the amendments that dealt with alcohol sales and consumption in zoning districts which are not included in this agenda item.

The Board of Supervisors advertised for and held a public hearing on October 15, 2019 to hear from the public on the multiple proposed amendments which included these three amendments. One comment was received from the public regarding nonconforming uses but it was in reference to businesses that currently sell alcoholic. The amendment to the section on nonconforming uses is in reference to the type of business. Whether that business sells alcohol is immaterial.

Evaluation

Mailing Administrative Variance decision letters by Certified Mail is not a statutory requirement, is expensive, and involves a significant amount of staff time. It is also inconvenient for the recipients since they have to go to the post office to take possession of the letter.

To be compliant with A.R.S. § 11-811, the Ordinance requires the wording “does not include the cultivation of cannabis or marijuana” to be added to the meaning of “general agricultural purposes” when regulating or restricting the use or occupation of land or improvements if the tract is five or more contiguous commercial acres.

Non-conforming pertains to a use or structure that conformed to the Zoning Ordinance in effect at the time the use or structure was originally approved but is now considered non-conforming due to the Ordinance having been amended. Staff determined that more descriptive language pertaining to nonconforming uses and structures with respect to when a nonconforming business use can be expanded, circumstances when a nonconforming business use can be discontinued, reconstruction rights when a nonconforming structure is destroyed and the implications of changing a nonconforming business would improve its readability. Furthermore, it was decided that extending the length of time for the discontinuance of an operation before losing their non-conforming status to 18 months from 12 would allow the property owner additional time to locate a new tenant.

Conclusion

Mailing Administrative Variance decision letters by First Class U.S. Mail rather than Certified Mail will reduce postage expense, staff time, and eliminate inconveniencing our customers while still fulfilling the requirements of the Ordinance.

Adding the words "does not include the cultivation of cannabis or marijuana" when referring to "general agricultural uses" in the Zoning Ordinance will make this Section compliant with A.R.S. § 11-811.

Improvement in the description of non-conforming uses and structures will provide the reader a better understanding of the intent of the Section and extending the timeframe to 18 months before losing the designation of non-conforming use due to discontinuance will benefit the property owner.

Recommendation

The Planning and Zoning Commission and Community Development staff recommend that the Board of Supervisors adopt Ordinance No. 2019-07 which amends Sections 101.3 and 103.3 of the Zoning Ordinance for the Unincorporated Areas of Gila County Arizona.

Suggested Motion

Information/Discussion/Action to adopt Ordinance No. 2019-07 which amends Section 101.3 and Section 103.3 of the Zoning Ordinance for the Unincorporated Areas of Gila County, Arizona. **(Scott Buzan)**

Attachments

Ordinance No. 2019-07

Zoning Amendments

Affidavit of Publication



ORDINANCE NO. 2019-07

AN ORDINANCE OF THE GILA COUNTY BOARD OF SUPERVISORS TO AMEND SECTIONS 101.3 and 103.3 OF THE ZONING ORDINANCE FOR UNINCORPORATED AREAS OF GILA COUNTY, ARIZONA, (LAST AMENDED AS ORDINANCE NO. 2018-05) FOR THE ABILITY TO SEND DECISION NOTICES BY U.S. MAIL; ADD TO THE DEFINITION OF AGRICULTURAL USES; AND ALLOW A 540-DAY CONSECUTIVE TIME PERIOD FOR A NONCONFORMING BUSINESS TO DISCONTINUE ITS USE BEFORE IT IS DEEMED AS AN EXPIRATION OF NONCONFORMING STATUS.

WHEREAS, the Gila County Board of Supervisors adopted the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, on September 8, 1959; and

WHEREAS, the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, was last updated in its entirety on August 18, 2014, and adopted as Ordinance No. 2014-04; and

WHEREAS, in accordance with the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, the Gila County Board of Supervisors shall hear, review, and adopt amendments to the text of the Zoning Ordinance after a recommendation is provided by the Planning and Zoning Commission; and

WHEREAS, the Gila County Planning and Zoning Commission held a duly noticed public hearing on September 19, 2019, and with a vote of 6 to 2 in favor, recommended approval of the requested amendments; and

WHEREAS, the Gila County Board of Supervisors held a duly noticed public hearing on October 15, 2019, to consider the proposed amendments; and

WHEREAS, the Gila County Board of Supervisors has determined that the findings to amend Sections 101.3, and 103.3 (as listed below) of the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona, have been met, as follows:

1. The changes are consistent with the goals, objectives and policies of the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona.
2. The changes are in the interest of or will further the public health, safety, comfort, convenience and welfare of Gila County residents.

**SECTION 101.3
APPLICATION PROCEDURES**

A. ADMINISTRATIVE VARIANCE

4. Decision:

- a. Notice of the decision of the Zoning Inspector or designee shall be sent by first class U.S. mail to applicant and real property owners as shown on the last assessment. Notice shall also be sent by first class U.S. mail to real property owners of adjoining real properties to the addresses shown on the last assessment. All notices may be sent to an authorized agent.

**SECTION 103.3
RESTRICTION ON REGULATING THROUGH ZONING**

A. NOTHING CONTAINED IN THIS ZONING ORDINANCE SHALL:

2. Prevent, restrict, or otherwise regulate the use or occupation of land or improvements for railroad, mining, metallurgical, grazing or general agricultural purposes, if the tract concerned is five (5) or more contiguous commercial acres. General agricultural purposes do not include the cultivation of cannabis or marijuana. Land shall be classified as being used for grazing purposes if 50% or more of the income from the land is derived from the use or rental of the land for grazing purposes. Land shall be classified as being used for general agricultural purposes if 50% or more of the income from the land is derived from the use or rental of the land for the production of agricultural products.

**B. BUSINESS USES, STRUCTURES AND BUILDINGS NOT CURRENTLY
CONFORMING WITH ZONING REGULATIONS (NONCONFORMING)**

1. EXPANSION:

- a. A nonconforming business use within a zoning district may expand, if such expansion does not exceed one hundred percent (100%) of the area of the original business.

2. DISCONTINUANCE:

- a. A consecutive 540-day (approximately 18 months) discontinuance of the operation of a nonconforming business use shall be deemed as an expiration of nonconforming status. Any further use shall be in conformity with the provisions of the zoning district in which same is located.
- b. Discontinuance of a nonconforming business use as determined by the Zoning Inspector or designee may be evidenced by removal of equipment, materials,

improvements or other indications that such nonconforming use has been discontinued for a period of time equal to or exceeding 540 days (approximately 18 months) whether or not any intention to abandon such use is present. Any and all future uses shall conform to this Zoning Ordinance.

3. RECONSTRUCTION:

a. If a nonconforming use, structure or building is damaged or destroyed by fire, earthquake, flood, explosion, natural disaster, or act of public enemy, the nonconformance may be reconstructed and used as before if done within 360 days (approximately twelve months) of the event date.

4. CHANGE OF USE:

a. A nonconforming business use may not be changed to another business use unless the use is in conformance with the zoning district in which same is located.

NOW, THEREFORE, BE IT RESOLVED THAT we, the Gila County Board of Supervisors, do hereby amend Sections 101.3, and 103.3 of the Zoning Ordinance for Unincorporated Areas of Gila County, Arizona.

PASSED AND ADOPTED this 5th day of November 2019, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Woody Cline, Chairman

Approved as to form:

The Gila County Attorney's Office

**SECTION 101.3
APPLICATION PROCEDURES**

A. ADMINISTRATIVE VARIANCE

4. Decision:
 - a. Notice of the decision of the Zoning Inspector, **OR DESIGNEE, SHALL BE SENT BY FIRST CLASS U.S. MAIL TO APPLICANT AND REAL PROPERTY OWNERS AS SHOWN ON THE LAST ASSESSMENT. NOTICE SHALL ALSO BE SENT BY FIRST CLASS U.S. MAIL TO REAL PROPERTY OWNERS OF ADJOINING REAL PROPERTIES TO THE ADDRESSES SHOWN ON THE LAST ASSESSMENT. ALL NOTICES MAY BE SENT TO AN AUTHORIZED AGENT.** ~~shall be sent by United States Certified Mail to the applicant, and the owners of record, according to the official assessment rolls of the Gila County Assessor and all adjacent properties~~

**SECTION 103.3
RESTRICTION ON REGULATING THROUGH ZONING**

A. NOTHING CONTAINED IN THIS ZONING ORDINANCE SHALL:

2. Prevent, restrict, or otherwise regulate the use or occupation of land or improvements for railroad, mining, metallurgical, grazing or general agricultural purposes, if the tract concerned is **FIVE (5)** or more contiguous commercial acres. **GENERAL AGRICULTURAL PURPOSES DO NOT INCLUDE THE CULTIVATION OF CANNABIS OR MARIJUANA.** Land shall be classified as being used for grazing purposes if 50% or more of the income from the land is derived from the use or rental of the land for grazing purposes. Land shall be classified as being used for general agricultural purposes if 50% or more of the income from the land is derived from the use or rental of the land for the production of agricultural products.

B. BUSINESS USES, STRUCTURES AND BUILDINGS NOT CURRENTLY CONFORMING WITH ZONING REGULATIONS (NONCONFORMING)

1. EXPANSION:

- a. A nonconforming business use within a **ZONING** district may expand, if such expansion does not exceed one hundred percent (**100%**) of the ~~floor~~ area of the **ORIGINAL** business. ~~at the time of ordinance adoption.~~

2. DISCONTINUANCE:

- a. A **CONSECUTIVE 540 DAY (APPROXIMATELY 18~~2~~-months)** discontinuance of the operation of a nonconforming **BUSINESS** use shall be deemed as an expiration of nonconforming status. Any further use shall be in conformity with the provisions of the **ZONING** district in which same is located.
- b. Discontinuance of a nonconforming **BUSINESS** use **AS DETERMINED BY THE ZONING INSPECTOR OR DESIGNEE**, may be evidenced by removal of equipment,

materials, improvements or other indications that such nonconforming use **HAS BEEN DISCONTINUED FOR A PERIOD OF TIME EQUAL TO OR EXCEEDING 540 DAYS (APPROXIMATELY 18 MONTHS)** ~~is no longer being made of that property, and/or by a lack of use of the nonconforming use of the subject property for the 12-month period,~~ whether or not any intention to abandon such use is present. **Any** and all future uses shall conform to this Zoning Ordinance.

3. RECONSTRUCTION:

a. If a nonconforming use, structure **OR BUILDING** is damaged or destroyed by fire, earthquake, flood, explosion, natural disaster, or act of public enemy, the nonconformance may be reconstructed and used as before if done within **360 DAYS (APPROXIMATELY TWELVE (12) months)** of the event date.

4. CHANGE OF USE:

a. A NONCONFORMING BUSINESS USE MAY NOT BE CHANGED TO ANOTHER BUSINESS USE UNLESS THE USE IS IN CONFORMANCE WITH THE ZONING DISTRICT IN WHICH SAME IS LOCATED.

The Arizona Silver Belt Newspaper
298 N. Pine Street
Globe, AZ 85501
Telephone: 928-425-7121

Affidavit of Publication

State of Arizona)

County of Gila) ss

I am a citizen of the United States and a resident of the State of Arizona; I am over the age of eighteen years, and not a party to or interested in the entitled matter. I am the principal clerk of the printer and publisher of the ARIZONA SILVER BELT, a newspaper published in the English language in the city of GLOBE, county of GILA, state of Arizona and adjudged a newspaper of general circulation.

The Arizona Silver Belt, is a newspaper which is published weekly, is of general circulation and is in compliance with the Arizona Revised Statutes §§ 10-140.34 & 39-201.A & B. (Please note, publication has to be completed within 60 days of filing.) The notice will be/has been published One (1) consecutive week in the newspaper listed above.; September 4, 2019

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Alysia Viau

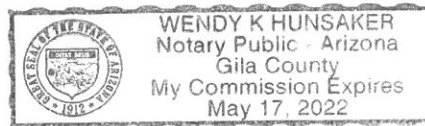
Alysia Viau

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 4th day of September 2019

Wendy K Hunsaker

Notary Public

My Commission Expires: May 17, 2022



the Gila County Planning and Zoning Commission will hold a public hearing on Thursday, September 19, 2019 beginning at 10:00 A.M. to hear citizens who may wish to comment on proposed amendments to the Gila County Zoning Ordinance for unincorporated areas of Gila County Arizona No. 2014-04 (last amended by Ordinance No. 2018-05) and the 2003 Gila County Comprehensive Plan. The hearing will take place in the Board of Supervisors Hearing Room, located at 1400 E. Ash Street, Globe, AZ and will be simultaneously telecast to the Board of Supervisors Conference Room at 610 E. State Hwy 260, Payson, AZ. The Gila County Board of Supervisors will hold a public hearing on Tuesday, October 15, 2019 at 10:00 A.M. to hear citizens who may wish to comment on proposed amendments to the Gila County Zoning Ordinance for unincorporated areas of Gila County Arizona No. 2014-04 (last amended by Ordinance No. 2018-05) and the 2003 Gila County Comprehensive Plan. The hearing will take place in the Board of Supervisors Hearing Room, located at 1400 E. Ash Street, Globe, AZ and will be simultaneously telecast to the Board of Supervisors Conference Room located at 610 E. Hwy 260, Payson, AZ. Amendment to the Gila County Zoning Ordinance: 2-19-04 - LARRY SHEEHAN- An application to amend the Gila County Zoning Ordinance for parcel 304-32-012A currently designated RR (Rural Residential District) to M3 (Industrial Three District -Unrestricted Industrial), allowing the applicant to develop a commercial manufacturing business. This property is located at L6424 N AZ HWY 87 in Rye, AZ. Minor Amendment to the Gila County Comprehensive Master Plan: CPA-19-01 - LARRY SHEEHAN - An application for a minor amendment to the Gila County Comprehensive Master Plan for parcel 304-32-0L2A to change the land use designation from Multifunctional Corridor to Light, Industrial allowing the applicant to develop a commercial manufacturing business. This property is located at L6424 N AZ HWY 87 in Rye, AZ. Amendments to the Gila County Zoning Ordinance for: SECTION 101.3 - ADMINISTRATIVE VARIANCE: Notice of decisions to be sent by First Class U.S. mail. SECTION 102 - DEFINITIONS: OFF-SITE SALES OF ALCOHOLIC BEVERAGES: The person to person sale or providing of alcoholic beverages for consumption off the property. ON-SITE SALES OF ALCOHOLIC BEVERAGES: The person to person sale or providing of alcoholic beverages to persons who are present on the property for consumption on the property. REMOTE SALES OF ALCOHOLIC BEVERAGES: The sale or providing of alcoholic beverages that is not person to person but is to persons not present on the property and the transfer of alcoholic beverages is facilitated by internet, mail, telephone, or other electronic means, and the transfer will be by shipment to the persons at another location with no picking-up of the alcoholic beverages on or at the property. SECTION 103.3 - RESTRICTION ON REGULATING THROUGH ZONING: The definition of agricultural purposes does not include the cultivation of cannabis or marijuana. REGULATIONS (NONCONFORMING): EXPANSION: A nonconforming business use within a zoning district may expand, if such expansion does not exceed one hundred percent (100%) of the area of the original business. DISCONTINUANCE: A consecutive 540 day (approximately 18 months) discontinuance of the operation of a nonconforming business use shall be deemed as an expiration of nonconforming status. RECONSTRUCTION: If a nonconforming use, structure, or building is damaged or destroyed by fire, earthquake, flood, explosion, natural disaster, or act of public enemy, the nonconformance may be reconstructed and used as before if done within 360 days (approximately 12 months) of the event date. CHANGE OF USE: A nonconforming business use may not be changed to another business use unless the use is in conformance with the zoning district in which same is located. SECTION 104.4 - USE DISTRICTS (COMMERCIAL: C1 - COMMERCIAL ONE DISTRICT (NEIGHBORHOOD CONVENIENCE DISTRICT) - Permitted Uses: Production and remote sales of alcoholic beverages at craft distillery, farm winery, and microbrewery establishments. Uses that require a Conditional Use Permit: On-site alcoholic beverage sales for on-site consumption in establishments serving beverages or serving food and beverages as a primary service, and in craft distillery, farm winery, and microbrewery establishments. C2 - COMMERCIAL TWO DISTRICTS (INTERMEDIATE COMMERCIAL) - Uses that require a Conditional Use Permit: The on-site alcoholic beverage sales for on-site consumption in establishments serving beverages or serving food and beverages as a primary service, and in craft distillery, farm winery, and microbrewery establishments. C3-COMMERCIAL THREE DISTRICT (CENTRAL COMMERCIAL DISTRICT)-Uses requiring a conditional Use permit in the C2 District are permitted uses in C3 District. SECTION 104.3. USE DISTRICTS (MULTI-FAMILY RESIDENTIAL) TRANSITIONAL RESIDENTIAL (TR) - Uses that require a Conditional Use Permit: The on-site alcoholic beverage sales for off-site consumption, on-site alcoholic beverage sales for on-site consumption in establishments serving beverages or serving food and beverages as a primary service, and craft distillery, farm winery, and microbrewery establishments for alcoholic beverage production, remote sales, on-site or off-site alcoholic beverage sales, and on-site alcoholic beverage consumption. SECTION 104.7 - USE DISTRICT (SPECIAL) GU- GENERAL UNCLASSIFIED DISTRICT - Permitted Uses: Production and remote sales of alcoholic beverages in craft distillery, farm winery, and microbrewery establishments. Uses that require a Conditional Use Permit: On-site alcoholic beverage sales for off-site consumption, on-site sales and consumption of alcoholic beverages in establishments serving beverages or serving food and beverages as a primary service, and craft distillery, farm winery, and microbrewery establishments. Interested persons may file a statement in writing for or against or appear and be heard at the dates set forth. Citizens can mail their statements to the addresses below. Information on the above-mentioned cases are available for review in the Gila County Community Development Department located at 745 N. Rose Mofford Way, Globe, AZ or 608 E. Hwy 260, Payson, AZ during normal business hours. Comments can also be sent to mdahlke@gilacountyaz.gov or (928)402-85L4. Michelle Dahlke Gila County Community Development
First Pub: 09-04-19
Last Pub: 09-04-19
LE2229

ARF-5731

Regular Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted For: Michael O'Driscoll, Director

Submitted By: Josh Beck, EM/PHEP Manager

Department: Health & Emergency Management

Division: Emergency Management

Fiscal Year: FY2019-2020

Budgeted?: No

Contract Dates 10/1/2019 to 9/30/2020

Grant?: Yes

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Acceptance of the 2019 Hazardous Materials Emergency Preparedness (HMEP) Grant Award.

Background Information

On March 29, 2019, the Arizona Department of Environmental Quality (ADEQ) issued a letter requesting applications for the HMEP grant for the upcoming Federal Fiscal Year (2019-2020). The proposals were required to be submitted to ADEQ by April 25, 2019. The Gila County Local Emergency Preparedness Committee (LEPC) submitted a grant application to obtain \$25,000 of HMEP grant funding.

If grant funding is received, under the management of the Local Emergency Preparedness Committee (LEPC), Gila County will complete a county-wide commodity flow study (CFS) to access highway(s) US70, AZ73, AZ77, AZ87, AZ188, and AZ288. This commodity flow study will provide useful information on the transportation of hazardous material within Gila County. According to Hazardous Materials Cooperative Research Program (HMCRP) on conducting local hazardous material commodity flow studies; Gila County will answer the following baseline questions: 1) How is hazmat transported in the study area(s)?; 2) Where is hazmat transported in the study area(s)?; and (3) What are the characteristics of the hazmat transported in the study area(s)? These answers will provide useful insight for Gila County and the LEPC on how to proceed with our hazardous response teams, and what partners we could leverage to accomplish our goals and our objectives.

This funding was initially discussed at the June 6, 2018, LEPC meeting with Chris Nutter, Gila County's representative from the ADEQ.

Evaluation

On October 3, 2019, the ADEQ sent a letter to Michael O'Driscoll, Gila County Health and Emergency Management Department Director, announcing that a grant award is being given to Gila County in the amount of \$10,000 for Federal Fiscal Year 2019-2029 of the HMEP. Although the HMEP grant is on a 3-year cycle, ADEQ intends to disperse funds on an annual basis. Gila County is required to report progress to ADEQ quarterly.

This funding will accommodate a complete overhaul of our current Gila County Commodity Flow Studies through our Gila County LEPC. This is the last of our mandated plans that require being reviewed and updated every ten years. Jurisdictions that remain compliant with federal mandates will be permitted to request Federal Emergency Management Agency funds available for mitigation plan development and mitigation projects, as well as reimbursements post-event.

Conclusion

Acceptance of the 2019 HMEP grant funding award from the ADEQ in the amount of \$10,000 with no non-federal match requirement will allow Gila County Emergency Management to contract with a consultant that will review and update our existing Commodity Flow Study, which is intended to reduce future hazmat disasters throughout Gila County while remaining compliant with federal requirements.

The attached October 3, 2019, letter from ADEQ is the County's contract with ADEQ. The Board of Supervisors needs to accept a grant award of \$10,000 from ADEQ.

Recommendation

It is the recommendation of the Health and Emergency Management Department Director that the Board of Supervisors accepts the 2019 HMEP grant funding award from ADEQ in the amount of \$10,000 with no non-federal match requirement. This funding will be used to review and update our Commodity Flow Study which is intended to reduce the magnitude of future hazmat disasters throughout Gila County, while remaining compliant with federal requirements.

Suggested Motion

Information/Discussion/Action to accept the Hazardous Materials Emergency Preparedness Grant Program funding award from the Arizona Department of Environmental Quality in the amount of \$10,000 for Federal Fiscal Year 2019-2020 with no non-federal match requirement that will be used to complete a Commodity Flow Study which is intended to reduce the magnitude of future hazmat disasters throughout Gila County, while remaining compliant with federal requirements. **(Michael O'Driscoll)**

Attachments

2019 HMEP Grant Award Letter

HMEP Grant Application

HMEP Grant Application Guidelines

ADEQ Notification of Grant Opportunity



Douglas A. Ducey
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Misael Cabrera
Director

October 3, 2019

Michael Driscoll, Director
Department of Emergency Management
5515 South Apache Ave. Suite 400
Globe, AZ 85501
Email: modriscoll@gilacountyaz.gov

Re: FY 2019-2020 Hazardous Materials Preparedness Grant Program (HMEP) Award

Dear Mr. Driscoll,

Thank you for participating in the Hazardous Materials Preparedness Grant Program (HMEP). We are happy to announce your grant award for Federal Fiscal Year 2019-2020 of the HMEP. Although the HMEP grant is on a 3-year grant cycle, ADEQ intends to disperse funds on an annual basis.

This letter is to notify you the amount requested by your district for FFY 2019-2020 was \$10,000.00; **the amount awarded to your district for FFY 2019-2020 is \$10,000.00.**

The project narrative submitted and approved by the Pipeline and Hazardous Materials Safety Administration (PHMSA) is attached.

This award supports your LEPC's request for grant funds for FFY 2019-2020. **The grant performance period begins October 1, 2019 and ends September 30, 2020.** This award meets all of your requests. This award serves to enhance hazardous materials response capacity within your planning district.

Important Compliance Notes:

1. This award is for reimbursement of approved funding requests. If your request differs or your needs change during the grant performance period, please notify us as soon as possible at azserc@azdeq.gov. A request will be submitted to PHMSA for approval. Your LEPC should continue to work on a composite list of needs and potential work projects and keep open communication with Chris Nutter and Michele Martinez. We cannot approve any requests that have not had prior approval from PHMSA.
2. Please submit your reimbursement request(s) to us at azserc@azdeq.gov. Request(s) must include a) ADEQ HMEP reimbursement form; b) narrative of the training or planning exercise; c) copies of invoices/receipts and; d) the name of the organization who is requesting reimbursement.

Main Office

1110 W. Washington Street • Phoenix, AZ 85007
(602) 771-2300

Southern Regional Office

400 W. Congress Street • Suite 433 • Tucson, AZ 85701
(520) 628-6733

www.azdeq.gov

printed on recycled paper

3. Reminder that any unexpended funds will be returned to ADEQ for distribution as deemed appropriate and as approved by PHMSA. Please work with us should you anticipate that you will not be able to utilize the funds during the grant performance period.

Congratulations and we are excited to work with your County.

Sincerely,



Laura L. Malone
Division Director
Waste Programs Division

cc: Josh Beck, Coordinator jbeck@gilacountyaz.gov
Carl Melford cmelford@gilacountyaz.gov
Celena Cates, Coordinator ccates@gilacountyaz.gov

Attachments: Project Narrative FFY 2019-2020
ADEQ HMEP Reimbursement Form

Hazardous Material Emergency Planning (HMEP) Grant Application

Section A- Requesting Organization

Organization: *	Gila County LEPC
Street Address:	
	5515 South Apache Avenue
City:	Globe
State:	AZ
Zip code:	85501

Section B - Point of Contact

First Name: *	David
Last Name: *	Staub
Phone: *	
Email: *	dstaub@paysonaz.gov
Position: *	LEPC Chairman
AFIS number: *	

Section C - Activity Description

Activity to Fund: *	Gila County Commodity Flow Study		
Type of Activity: *	Planning	X	Training
Number of Participants: *	27 LEPC members		

Activity Description: *

Gila County proposes to conduct a county wide commodity flow study (CFS) to assess highway(s) US70, AZ73, AZ77, AZ87, AZ188, AZ288. This commodity flow study will provide useful information on the transportation of hazardous material within Gila county. According to HMCRP on conducting local hazardous material commodity flow studies; Gila will answer the following baseline questions: 1) How is hazmat transported in the study area(s); 2) Where is hazmat transported in the study area(s); 3) What are the characteristics of the hazmat transported in the study area(s). These answers will provide useful insight for Gila county and the LEPC

How does this further your organization's program mission? *

--

...e a difference? Do accident records suggest a need for driver safety training? Would commodity flow restrictions

Hazardous Material Emergency Planning (HMEP) Grant Application (cont.)

Section D- Activity Cost Description

Conference registration:	
Hotel:	
Flight:	
Per Diem:	
Other:	25000
Total:	25000



Hazardous Materials Emergency Preparedness Grant Program
U.S. Department of Transportation
Pipeline and Hazardous Materials
Safety Administration

FY 2019 Expenditures Guide



**The Pipeline and Hazardous Materials Safety Administration's Hazardous
Materials Grants Program**

HMEP.Grants@dot.gov
www.phmsa.dot.gov/hazmat/grants
(202) 366-1109

**Developed by the Pipeline and Hazardous Materials Safety Administration
(PHMSA) in collaboration with the Hazardous Materials Emergency
Preparedness (HMEP) Working Group:**

- Illinois Emergency Management Agency
- Iowa Homeland Security & Emergency Management Division
- Indiana Department of Homeland Security
- Nevada State Emergency Response Commission
- Nebraska Emergency Management Agency
- North Carolina Department of Public Safety
- Oregon State Fire Marshal's Office

Pipeline and Hazardous Materials Safety Administration

Pipeline and Hazardous Materials Safety Administration

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Pipeline and Hazardous Materials Safety Administration

1. Introduction

The purpose of the Hazardous Materials Emergency Preparedness (HMEP) grant is to protect against the risks to life, property, and the environment that are inherent in the transportation of hazardous material in intrastate, interstate, and foreign commerce (Title 49 U.S.C. § 5101). The HMEP grant supports the emergency preparedness and response efforts of States, federally recognized Native American tribes, and Territories that deal with hazardous materials emergencies, specifically those involving transportation. This grant also aids grantees in meeting the requirements of §§ 301 and 303 of the Emergency Planning and Community Right-to-Know Act of 1986 (Title 42 U.S.C. Chapter 116).

Through your participation in the HMEP grant program, PHMSA seeks to increase the effectiveness of hazardous materials response and preparedness efforts, and reduce the risks associated with the bulk transport of highly flammable liquids, and other hazardous materials, throughout the United States.

To advance PHMSA's mission, the HMEP grant awards funding to States, U.S. Territories, and federally recognized Native American Tribes to:

- Develop, improve, and implement emergency plans
- Train public sector hazardous materials (hazmat) emergency response employees to respond to accidents and incidents involving hazardous materials in transportation
- Determine flow patterns of hazardous materials within a State, between States, between States and federally recognized sovereign nations, and within Territories.
- Determine the need within a State for regional hazardous materials emergency response teams
- Assess local preparedness and response capabilities
- Conduct emergency response drills and exercises associated with emergency preparedness plans
- Provide for technical staff to support the preparedness effort
- Train public sector employees to respond to accidents and incidents involving the transportation of hazardous materials
- Determine the number of public sector employees employed or used by a political subdivision who need the proposed training and to select courses consistent with national consensus standards or the [Guidelines for Hazardous Materials Response, Planning and Prevention/Mitigation Training](#)
- Design, develop and deliver comprehensive preparedness and response training to public sector employees, and financial assistance for trainees and for the trainers, if appropriate, such as tuition, travel expenses to and from a training facility, and room and board while at the training facility
- Deliver emergency response drills and exercises associated with training, a course of study, and tests and evaluation of emergency preparedness plans
- Evaluate courses to determine effectiveness of delivery and student retention
- Pay expenses associated with training by a person (including a department, agency, or instrumentality of a State or political subdivision thereof, a Territory, or federally recognized Tribe) and activities necessary to monitor such training including, but not limited to, examinations, critiques and instructor evaluations
- Maintain staff to manage the training effort designed to result in increased benefits, proficiency, and rapid deployment of local and regional responders
- Support additional activities the Associate Administrator deems appropriate to implement the scope of work for the proposed project and approved in the grant

Pipeline and Hazardous Materials Safety Administration

The information contained in this document is provided for guidance to administer the HMEP grant program. This document supersedes all previous versions and is effective for fiscal year (FY) 2019 grant awards. Examples of allowable activities provided in this document are not all-inclusive, and the absence of a specific activity does not preclude its possible approval. All proposed activities will be considered based on the proposed budget costs allocable to the approved project in accordance with 2 CFR Part 200, Subpart E, and Cost Principles.

The purpose of this HMEP Expenditures Guide is to help grantees effectively administer their programs by providing examples (for reference only) of allowable, conditionally allowable, and unallowable activities.

General Guidelines:

- Allowable expenditures are those that are: reasonable, necessary, and allocable to the approved project consistent with 2 CFR Part 200 and the Notice of Grant Award (NGA).
- Conditionally allowable expenses are only allowable from certain funding sources, or when the expenditures meet other conditions.
- Unallowable expenditures are costs prohibited by law or regulation, Federal cost principles, PHMSA policy, or special terms and condition of award.

The following items require prior approval and the submission of the Hazmat Grant Activity Request Form to PHMSA by selecting one of the following options in the HMEP Grants Portal at <https://hazmatgrants.phmsa.dot.gov>:

- Activities not specified in the approved grant application
- Budget revisions
- Change in Point of Contact for the Grant

- Requests for reimbursement must be submitted via the Delphi eInvoicing System using OMB SF-270, Request for Advance or Reimbursement.
- For new users, please coordinate with your assigned Grant Management Specialist for access.

Questions and other inquiries should be directed to your assigned Grant Management Specialist or via e-mail at: HMEP.Grants@dot.gov.

2. General Expenditures

Examples of allowable general expenditures that do not fall under preparedness or response training grant expenditures are listed below.

Allowable General Expenditures

Grants Management Courses

Continuing Education Specific to Grants Management Functions

Financial Management Courses with Grant Management Concentration

3. Preparedness

3.1 Allowable Preparedness Expenditures – Commonly Approved Expenditures

Enhancing Hazardous Materials Plans
Developing, improving, and implementing emergency plans required under the Emergency Planning and Community Right-to-Know Act of 1986
Workshops, drills, and exercises associated with hazmat emergency plans
Risk assessments to enhance plans
Capability assessments that evaluate the ability for first responders, non-governmental organizations, and other involved stakeholders to respond to a hazmat emergency
Gap analysis to enhance planning objectives
Improving interagency interoperability to better respond to and mitigate hazmat incidents
Determining commodity flow transportation patterns of hazmat and developing and maintaining a system to keep such information current
Assessing the need for regional hazmat emergency response teams
Providing technical staff to support planning efforts
Aerial photography for use with Commodity Flow Study research
Planning Courses
Courses aimed at developing, improving, and implementing emergency plans under the Emergency Planning and Community Right-to-Know Act (EPCRA) §§ 301 and 303 (Title 42 U.S.C. Chapter 116)
Hazmat transportation emergency preparedness and response courses
Hazmat risk analysis
Commodity Flow Study courses
Regional Response Strategy Selection courses
Equipment and Supplies¹
Computer equipment dedicated to HMEP Grant activities (use for operations purposes not allowable)
Supplies and equipment required for HMEP-funded exercises and activities

¹ 2 CFR § 200.33 defines *equipment* as tangible, non-expendable personal property with a unit acquisition cost of \$5,000 or more (unless State policy sets a lower threshold) and with a useful life of more than one year. When calculating the cost of the property, it includes any accessories needed to make it operational. Any items not meeting this definition should be shown as “supplies,” e.g., computers must be shown as “supplies,” based on their acquisition cost.

3.1 Allowable Preparedness Expenditures, concluded

Conferences and Meetings
National Association of SARA Title III Program Officials (NASTTPO)
Hazmat Continuing Challenge : The Continuing Challenge provides safe response training for all emergency responders to hazardous materials incidents affecting transportation, public health and the environment. This annual Workshop is attended by hazmat responders from across the globe and is held every September in Sacramento, CA.
HOTZONE : The HOTZONE Committee is composed of representatives from the local, State, and Federal levels of the hazmat response community serving Federal Region 6. This annual training conference provides hazmat technical training and promotes professional relationships within Region 6 to meet the unique needs of this region.
COLDZONE : The 9th Annual 2017 Cold Zone Conference will offer a variety of hazardous material courses for first responders of all skill levels. This conference will provide the most recent information available, hands-on workshops and a variety of topics relating to many aspects of today’s hazards. Cold Zone will also provide an opportunity to meet other responders from around the region and neighboring states.
TRANSCAER®* : TRANSCAER® (Transportation Community Awareness and Emergency Response) is a voluntary national outreach effort focusing on assisting communities with preparing for, and responding to, possible hazmat transportation-related incidents. TRANSCAER® educates emergency responders and their communities and includes safety training cars from the Firefighters Education and Training Foundation. * Necessities, by ownership or rental, for the physical needs and comfort of the participants and training recipients such as, but not limited to: classroom tents, tables, chairs, water coolers, portable toilets, wash stations, public address systems, generators, fuel for generators, waste management, and outdoor fans; projectors and screens, video recording services; safety gloves, safety glasses; pens, pencils, books, brochures, certificates; administrative services, advertising costs, trainer fees; and instructor accommodations, travel, and meals.
International Association of Fire Chiefs (IAFC), International Hazmat Conference : The IAFC hosts the International Hazardous Materials Response Team Conference, which presents “what’s new in hazmat” and how it impacts today’s hazmat teams on the job.
Midwestern Hazmat Conference : Two-day conference on hazmat and related response training presented by instructors in the hazmat response community. (Only courses on hazmat response are eligible.)
Other
Hazmat publications for permanent collections, such as the NFPA 472 guide

3.2 Conditionally Allowable Preparedness Expenditures

Conditionally allowable expenditures are those that are not commonly approved, but will receive special consideration upon proposal.

Examples of conditionally allowable preparedness expenditures are listed below.

Tier II Chemical Inventory Reports
Tier II Databases
Statewide conference emphasizing hazmat emergency response capabilities, collaboration, networking, and preparedness opportunities for responders, particularly those related to transportation. Conditions include: transportation hazmat-themed schedule

Pipeline and Hazardous Materials Safety Administration

Regional hazmat conferences and workshops, specifically those related to transportation
<u>Fire Department Instructors Conference (FDIC)</u> : Comprehensive training for all levels of fire service practitioners with more than 24 hands-on training evolutions, 34 pre-conference workshops, and more than 160 classroom presentations. Conditions include: transportation hazmat-themed schedule
LEPC meeting expenses – Conditions include: LEPC meeting expenses are allowable when pertaining to the HMEP grant
Hospital Drills – Conditions include: Decontamination from a transportation incident (radiological, chemical, or other hazmat)
Emergency Operating Center (EOC) Leadership Exercises – Conditions include: Leadership exercises for events concerning hazmat preparedness and response
Title III Software (e.g., CAMEO/PEAC/PLUME) – Use of software must be tied to planning for hazmat transportation related accidents/incidents
Fixed-facility hazmat preparedness – Conditions include: Exercises and plans that include transportation of materials to and from fixed-facilities; exercises that test the same capabilities that would be used to respond to a hazmat transportation incident
Refreshments – Conditions include: Beverages for trainings that are in rural locations or training conducted outside where hydration is needed to ensure exercises are safely conducted.
Exhibitors for Outreach and Preparedness Booths - Activity must tie-in to hazardous materials transportation

3.3 Unallowable Preparedness Expenditures

Examples of unallowable preparedness expenditures are listed below.

Natural Disaster Exercises (e.g., Urban Avalanches, Pandemic Flu, Cruise Ship, Wildfire, Earthquake)
All-Hazards Warning System Drills
Joint Terrorism Task Force (JTTF) Exercises
WebEOC (EOC-Emergency Operations Center) mapping
Public Officials Conference that does not have a tie-in to hazardous materials transportation
Town-wide alert system
Development and distribution of a Hazmat Calendar
Expenses counted as match funds toward another Federal grant program or cooperative agreement
Entertainment costs
Foreign travel
Purchase of cell telephone(s), except for administration of the HMEP grant at the state level
Any costs disallowable or stated as ineligible in 49 CFR part 110 and 2 CFR 200 part 400
Any cost specifically prohibited in the General Terms and Conditions of the award, PHMSA policy as detailed in this Expenditures Guide, or Special Terms and Conditions listed on the NGA (Remarks section)
Membership fees and subscriptions, except as otherwise noted.
Food – Conditions include: Working lunches for exercises or planning sessions that extend hours before and after lunchtime, or that are in remote locations where food establishments are not in close proximity

Pipeline and Hazardous Materials Safety Administration

Stipends
FRI (Fire Rescue International): Fire Rescue International (FRI) annual conference for fire and emergency service leaders from across North America and around the globe for 5 days of networking, learning, and collaboration.

4. Training

4.1 Allowable Training Expenditures

Examples of allowable training expenditures are listed below.

General Training Expenditures
Reimbursement for instructor(s) and trainees for tuition and travel expenses (lodging and per diem) to and from a training facility
Facility rental cost reimbursement
Expenses associated with training, such as staff to support the training effort, evaluation forms, etc.

National Fire Protection Association (NFPA) 472 or Occupational Safety And Health Administration (OSHA) 29 CFR § 1910.120 Competency Requirement Suggested Courses
Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) training with transportation tie-in
Hazmat Incident Command System (ICS), includes the following courses: <ul style="list-style-type: none"> - ICS-100: Introduction to the Incident Command System - ICS-200: Incident Command System for Single Resources and Initial Action Incidents - ICS-300: Intermediate Incident Command System - ICS-400: Advanced Incident Command System
Hazmat Awareness, Operations, Technician, Specialist, and Refresher Courses
Hazmat Incident Commander
Hazmat Officer/Safety Officer
Industrial Fire Fighting- (rail yards, fuel transfer facilities, and ports)
Confined Space Rescue
Hazmat Basic Life Support/Advance Life Support
Chemistry for Emergency Responders
Marine Operations - Ship-board rescue, firefighting, and hazmat
Airport Rescue Fire Fighting (aircraft response and rescue)
Explosive Ordinance Disposal/Explosives involving transport of explosives
Radiological (sources in transportation, but not Weapons of Mass Destruction.)
Tank Car Specialty

Pipeline and Hazardous Materials Safety Administration

4.1 Allowable Training Expenditures, continued

National Fire Protection Association (NFPA) 472 or Occupational Safety and Health Administration (OSHA) 29 CFR § 1910.120 Competency Requirement Suggested Courses, concluded
Intermodal Tank Specialty
Marine Tank Vessel Specialty
Flammable Liquid Bulk Storage
Flammable Gas Bulk Storage
Radioactive Material Specialty in Transportation
First Receiver Awareness Training
Crude Oil Training
Cargo Tank Specialty
Other Allowable Training Course Examples
Ammonia, Ethanol, Chlorine Response
Alternative Fuels, used in transportation
Developing a Plan of Action
Chemistry of Hazmat-Part I/II
Surveying a Hazmat Incident
Level A/Level B Personal Protective
Hazmat for Emergency Management System (EMS)
Hazmat for Dispatcher
Hazmat Containers
Hazardous Materials Monitoring Refresher
Hazmat Level B Dress-out and Decon
Hazmat Technical Decon Refresher
Hazmat Containment and Control
Haz-Cat Training

Pipeline and Hazardous Materials Safety Administration

4.1 Allowable Training Expenditures, continued

Other Allowable Training Course Examples, concluded
Pipeline Incident in Transportation Response Training
Haz Mat IQ Training (Above and Below the line, Advanced IQ & Tox Medic, etc.)
Emergency Medical Technician (EMT) Training for hazmat
Employee Hazmat Emergency Response Readiness Training
Creating and maintaining hazmat emergency response training websites
CAMEO Training, particularly that related to transportation
TRANSCAER® (travel and necessities* for physical needs and comfort of trainers and training recipients) * Necessities, by ownership or rental, for the physical needs and comfort of the participants and training recipients such as, but not limited to: classroom tents, tables, chairs, water coolers, portable toilets, wash stations, public address systems, generators, fuel for generators, waste management, and outdoor fans; projectors and screens, video recording services; safety gloves, safety glasses; pens, pencils, books, brochures, certificates; administrative services, advertising costs, trainer fees; and instructor accommodations, travel, and meals.
Allowable Training Equipment, Supplies and Materials
Computer equipment used exclusively for activities allowable under this HMEP Grant (e.g., approved computer-based training activities).
Rental equipment necessary to provide specific training, whether consumed in the training (e.g., this isn't equipment) or otherwise (e.g., a training suit). In most cases, equipment costs are expected not to exceed 5 percent of the total cost of the grant awarded and must be fully justified.
Publications, manuals, and other materials necessary to provide training and are used by instructor(s) and trainees--where appropriate, this may include the printing and copying of such materials and any cost of distributing these materials (such as mailing the materials to trainees in advance of the first training session).
Simulation software for hazmat training courses
Hazmat training suits for specific transportation related exercises
Firefighting foam for specific transportation related exercise

4.1 Allowable Training Expenditures, concluded

Conferences
NASTTPO (National Association of SARA Title III Program Officials)
Hazmat Continuing Challenge
HOTZONE or COLDZONE
IAFC International Hazmat Conference
Midwestern Hazmat Conference

4.2 Conditionally Allowable Training Expenditures

Examples of conditionally allowable training expenditures are listed below.

Statewide conference emphasizing hazmat emergency response capabilities, collaboration, networking, and planning opportunities for responders.
Regional hazmat conferences and workshops
Fixed-facility hazmat training – Conditions include: Training that includes transportation of materials to and from fixed-facilities; training that addresses the same capabilities that would be used to respond to a hazmat transportation incident
Refreshments – Conditions include: Beverages for trainings that are in rural locations or training conducted outside where hydration is needed to ensure safe training.

Pipeline and Hazardous Materials Safety Administration

4.3 Unallowable Training Expenditures

Examples of unallowable training expenditures are listed below.

Courses not related to hazmat emergency response (with the exception of the pipeline training listed in section 4.1 above)
Pro Board® accreditation and certification
Emergency Preparedness Presentation to Child Care Providers
School Violence Prevention
Weapons of Mass Destruction (WMD) Terrorism courses
Weapons of Mass Destruction (WMD) Radiological Training
Mobile Meth Lab Training
Active Shooter Training
Pandemic Flu Exercises
Joint Terrorism Task Force (JTTF) Exercises
Equipment for the purpose of <i>response</i> operations, such as: <ul style="list-style-type: none"> - Self-Contained Breathing Apparatus (SCBA) - PPE (Personal Protective Equipment) - Monitoring Equipment
Overtime of trainees and any other employees who “backfill” positions of trainees during the period of training.
Expenses counted as match funds toward another Federal grant program or cooperative agreement.
Entertainment costs
Purchase of cellular telephone(s), except for administration of the HMEP grant at the state level
Any costs disallowable or stated as ineligible in 49 CFR part 110 and 2 CFR 200 part 400
Any cost specifically prohibited in the General Terms and Conditions of the grant award, or identified in PHMSA policy guidance, or as a Special Terms and Conditions listed on the NGA (Remarks section).
Stipends
<u>FRI (Fire Rescue International)</u> : Fire Rescue International (FRI) annual conference for fire and emergency service leaders from across North America and around the globe for 5 days of networking, learning, and collaboration.
Food – Conditions include: Working lunches for training that extends hours before and after lunch or that are in extremely rural locations where food establishments are not in close proximity.

5. Grant Specifics

Requests for Reimbursement

Requests for reimbursement must include a SF-270 that can be accessed online via the Delphi eInvoicing System or uploaded if the online SF-270 is not operational. Some grantees may be required to submit supporting documentation for payment requests. If this is the case, a special term and condition will be listed on the NGA indicating this status. PHMSA may request additional substantiation for supporting reimbursement payments at any time. Reimbursement may not be made for a project plan unless approved by PHMSA either in the application or via Activity Request. Grantees are to keep supporting documentation on file in accordance with their internal policies and procedures. While supporting documentation may not be required for every payment, it may be requested during the course of PHMSA's ongoing monitoring process. A lack of supporting documentation on file may result in questioned or unallowable costs.

Matching Funds

Grantees (States and Tribes) are required to provide the 20% match and may use the following²:

- Cash (hard-match),
- In-kind contributions (soft match)
- A combination of in-kind or soft match plus hard-match to meet this requirement.

Grantees may use matching funds from all seven object classes. Examples include: salary³; equipment or supply purchase; space usage; the value of a participant's time during an allowable activity; unrecovered indirect costs, or the dollar value of a grant-related activity or purchase.

Grantees must continually examine funding priorities to ensure that activities and/or expenditures counted as matching towards the grant are used for allowable activities.

Match must be verifiable through grantee records and be maintained with the same level of effort as Federal funds. Records must show how the value of a contribution is made. 2 CFR §§ 400-475 provide more detail on match requirements and expectations.

Match may include waived indirect costs and not be paid by the Federal Government under any other award.

Percent of Funds for Programmatic Activities

² Per 48 U.S.C.1469a, the requirement to provide a 20% match for the Planning and Training (direct and indirect) costs of all activities covered under the grant award program with non-Federal funds is waived for "Insular Areas" which include the Virgin Islands, Guam, American Samoa, the Trust Territory of the Pacific Islands, and the Government of the Northern Mariana Islands in order to minimize the burden caused by the existing application and reporting procedures.

³ 2 CFR Section 200.430(i) require that all salaries and wages charged to a Federal award be documented to accurately reflect the work performed for the award. Salaries and wages used to meet cost-sharing or matching requirements must be treated in the same manner as salaries and wages directly charged to an award.

Pipeline and Hazardous Materials Safety Administration

At least 75% of the funds must be for programmatic activities, this includes:

- Developing, improving, and implementing emergency plans
- Conducting commodity flow studies
- Conducting exercises
- Training public sector employees

As required by 2 CFR § 200.302, a grantee must expend and account for grant funds in accordance with state laws and procedures for expending and accounting for the state's own funds. HMEP grantees must ensure that the management and administration (M&A) Federal cost of this grant program does not exceed 25%, as referenced in the FY 2017 funding announcement and required by the terms and conditions of the grant award.

Title 2 CFR, Grants and Agreements, provides greater clarity to the role and expectations for pass-through entities conducting oversight of subrecipients. It expands on the responsibilities of pass-through entities by providing for a more robust system of risk assessment, oversight and monitoring. (See 2 CFR §§ 200.330 and 200.331)

Audits

Recipient agencies are responsible for obtaining audits in accordance with 2 CFR Part 200 Subpart F. Audits must be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits. PHMSA may audit a recipient agency at any time.



Douglas A. Ducey
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Misael Cabrera
Director

March 29, 2019

Re: Hazardous Materials Emergency Preparedness Grant

The Arizona Department of Environmental Quality (ADEQ) is requesting applications for the Hazardous Materials Emergency Preparedness (HMEP) grant for the upcoming Federal Fiscal Year (FFY). Below you will find more information about the grant and the evaluation criteria. Additionally, you will find the updated HMEP Grant Application Package attached to this letter.

Please note that grant application proposals are due to ADEQ by April 25, 2019. If you have any questions, please contact Chris Nutter at: Nutter.Chris@azdeq.gov.

Sincerely,

Laura Malone
Director, Waste Programs
AZSERC Executive Director
Arizona Department of Environmental Quality

Available Funding

Up to \$10,000 per year of non-competitive funds over the next three years will be available for project implementation per County. The distribution of these funds from the HMEP is provided pursuant to authorization under Arizona Revised Statutes section 49-123(H) and 49 United States Code part 5116 and is governed by the program regulations at Arizona Administrative Code (AAC) R8-4-110 and 49 Code of Federal Regulations part 110.

Important HMEP Grant Changes

- The HMEP grant cycle is now a 3-year period of performance. Continuing applications will be requested and reviewed in Years 2 and 3. This has the effect of facilitating multi-year planning and longer-term proposals for approval. **Please submit applications which include proposals in not only FFY20 (October 2019 through Sept 2020) but also FFY21 and FFY22 when possible.**
- The HMEP grant program has merged the separate planning and training grants into one grant. This has the effect of providing additional flexibility when administering the grant.
- Grant application must include a narrative of requested projects
- Funds requested must include a cost breakdown. Including travel costs
- Funds will be reimbursed through Arizona Financial Information System (AFIS) and requires an account be created for any agency requesting a reimbursement with the General Accounting Office (GAO) <https://gao.az.gov> ****NOTE** this will only need to be completed for agencies that have never requested reimbursement from ADEQ.**
- Email grant requests to AZSERC@azdeq.gov

Evaluation Criteria for Additional Funds beyond the Initial \$10,000

Grants to LEPCs will be awarded based on the criteria outlined in AAC R8-4-110(B) and (C) and as follows:

- Compliance with the Emergency Planning and Community Right-to-Know Act (EPCRA)
- Compliance with AZSERC reporting procedures
- LEPC risks/capabilities

EPCRA, criteria (weighted 0-10) are:

- LEPC meetings are held and agenda/minutes documented
- HAZMAT exercises held/documented
- LEPC Response Plan reviewed at public meeting
- LEPC Response Plan updated
- LEPC Response Plan incorporated into EOP and is NIMS Compliant

AZSERC, criteria (weighted 0-10) are:

- Grant application is received on time
- Grant application is completed correctly
- HMEP award use demonstrates LEPC consistency and effort

LEPC risk/capabilities (weighted 0-15) includes

- Number of facilities subject to EPCRA
- Population of the county
- HAZMAT incidents reported to NRC (National Response Center)
- Fire departments within the LEPC planning district accepting electronic reports
- Attendance to LEPC oriented meeting/training
- Training attended by first responders

Deadlines & Dates

Grant Application Proposals Due to ADEQ: **April 25, 2019**

HMEP Awards distribution: **September 2019**

ARF-5736

Regular Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted For: Woody Cline, Member, Board of Supervisors

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

Information

Request/Subject

Arizona Department of Environmental Quality (ADEQ) Brownfields State Response Grant funding application on behalf of the Gila County Board of Supervisors for an asbestos and lead survey of property located at 621 W. Hwy 177, Hayden, Arizona in the amount of \$13,000. This property adjoined the former Hayden Motel that was located at 637 Hwy 177, Hayden, Arizona and purchased by the County in March 2019.

Background Information

The ADEQ will provide funding to the Gila County Board of Supervisors through the Brownfields State Response Grant to conduct an asbestos and lead survey on the building located at 621 W. Hwy 177, Hayden, Arizona that was used as a thrift store and formerly adjoined the Hayden Motel located at 637 Hwy 177. The motel was purchased in March 2019 by the County and demolished in June 2019 with grant funding obtained through ADEQ.

The building located at 621 W. Hwy 177, Hayden, Arizona was purchased by the County on October 1, 2019 for a public purpose related to transportation pursuant to A.R.S. Section 42-18303(E). It is the intent of the County to work with ADEQ to have the building abated (if necessary), demolished and the debris from demolition removed from the property.

Evaluation

Gila County District III Supervisor Woody Cline has been working with ADEQ to assist with the environmental assessments and associated demolition of the former Hayden Motel and now the building adjacent to the motel formerly used as a thrift store located at 621 W. Hwy 177 and purchased by the County on October 1, 2019 for a public purpose related to transportation. The intent of the County is to work with ADEQ to have the building abated (if necessary), demolished and the debris from demolition removed from the property.

Conclusion

This ADEQ State Response Grant Application will provide funds needed to perform the asbestos and lead survey necessary to assist the County in moving forward with the abatement and demolition of this building.

Recommendation

County staff recommends that the Board of Supervisors approve the submittal of the ADEQ Grant Application in the amount of \$13,000.

Suggested Motion

Information/Discussion/Action to approve and authorize the Chairman's signature on the Arizona Department of Environmental Quality (ADEQ) State Response Grant Application in the amount of \$13,000 whereby ADEQ will conduct an asbestos and lead survey on the building located at 621 W. Hwy 177, Hayden, AZ. **(Cathy Melvin)**

Attachments

ADEQ Application



Brownfields State Response Grant (SRG) Application

Arizona Department of Environmental Quality
 Federal Programs (Brownfields), Sixth Floor
 1110 W. Washington Street, Phoenix, AZ 85007

The application and information obtained during any investigation conducted by ADEQ is considered a public record.

Preliminary Eligibility Criteria (Choose either Yes or No)	YES	NO
1) Is the Applicant a government entity or non-profit organization?	<input checked="" type="radio"/>	<input type="radio"/>
2) Is the Applicant the owner of the property? (Required for a clean-up grant)	<input checked="" type="radio"/>	<input type="radio"/>
3) Is the Applicant planning to purchase the property?	<input type="radio"/>	<input checked="" type="radio"/>
4) Is the Applicant a private entity?	<input type="radio"/>	<input checked="" type="radio"/>
5) Is the suspected or known contaminant a petroleum product?	<input type="radio"/>	<input checked="" type="radio"/>
6) Is the suspected or known contaminant a hazardous substance?	<input checked="" type="radio"/>	<input type="radio"/>
7) Is the property mine-scarred land?	<input type="radio"/>	<input checked="" type="radio"/>
8) Is the site located in a CERCLA (Superfund) or WQARF area?	<input type="radio"/>	<input checked="" type="radio"/>
9) Is an Arizona Smart Growth card filed? (Give the entity name, if applicable)	<input type="radio"/>	<input checked="" type="radio"/>

Please list suspected or known contaminants of concern on the property:

Suspected contaminants are lead and asbestos.

Please contact Brownfields Program staff for assistance before completing your application:

Travis Barnum, Brownfields Coordinator
 Waste Programs Division
 Arizona Department of Environmental Quality
 1110 W. Washington Street, 6th Floor, Phoenix, AZ 85007
 Direct Line: (602) 771-2296
 Email: barnum.travis@azdeq.gov
 Toll free in AZ: (800) 234-5677, Ext. 6027712296

Applicant Name:	Gila County		
Organization:	Government		
Address:	1400 E. Ash Street Globe, Az 85501		
Phone:	928-402-4401	Fax:	928-425-0319
Email:	cmelvin@gilacountyaz.gov		

Proposed Site Information:

Site Address:	621 W. Hwy 177 Hayden, AZ		
Current Zoning:	Vacant Land Non Profit/State Vacant Land Default		
Assessor's Parcel #:	101-10-008		

Current Owner Information (if different from applicant):

Name:	Gila County		
Address:	1400 E. Ash Street Globe, Az 85501		
Phone:	928-402-4401		
Email:	cmelvin@gilacountyaz.gov		

Project Information

Your grant application package must include the following information to assist ADEQ in determining the initial eligibility of your project for an environmental site assessment (ESA) or for a clean- up grant. Provide the following information in a typed narrative of no more than five pages.

- 1 Cover letter requesting SRG funding to perform a Phase I or Phase II ESA or clean-up activities.
- 2 Requested funding amount.
- 3 Description of how grant funding will be used (list properties to be included in the project).
- 4 General description of the property (current owner, location, acreage, and past, current and future use).
- 5 If applicable, list anticipated sources of funding to be used for purchasing and developing the site.
- 6 If possible, sources and amounts of funding already expended on the site.
7. If the applicant is to manage the project instead of ADEQ, include the name of the applicant's project. manager, title, address, and a brief description of their qualifications to manage the project.
8. If applicable, documentation of intent to purchase and develop the project site.
9. Identify any development activities within the area that may include the site or surrounding properties.
10. Documentation of site access to accomplish the on-site work.
11. Benefits of site re-development to the public.
12. Statement as to whether the site is located in WQARF or Superfund areas.
13. If a Phase II SA or clean-up is conducted, list past, current, and/or future community outreach activities involving the site.
14. Applicant's key contact person to receive site updates and correspondence from ADEQ.
15. Site parcel map.
16. Procurement Vendor Number. *If you need to register, please go to: <https://app.az.gov/>

Tommie C. Martin, District I
610 E. Hwy 260, Payson, 85547
(928) 402-8753
(800) 304-4452, ext.7100
tmartin@gilacountyaz.gov

Tim R. Humphrey, District II
(928) 425-3231
thumphrey@gilacountyaz.gov

Woody Cline, District III
(928) 402-4401
wcline@gilacountyaz.gov



GILA COUNTY
BOARD OF SUPERVISORS

1400 E. Ash Street
Globe, Arizona 85501

W. James Menlove,
County Manager
(928) 402-4257
jmenlove@gilacountyaz.gov

Marian Sheppard,
Clerk of the Board of Supervisors
(928) 402-8757
msheppard@gilacountyaz.gov

November 5, 2019

Arizona Department of Environmental Quality
Travis Barnum, Brownfields Coordinator
Waste Programs Division
1110 W. Washington Street
Phoenix, AZ 85007

Dear Mr. Barnum:

The purpose of this letter is to request funding for a Brownfields State Response Grant for a Phase I Environmental Site Assessment.

2. We are requesting funds for a lead and asbestos survey of the building materials at the site described below.
3. The funding requested will be used to obtain an assessment of property located at 621 Arizona Highway 177 in Hayden, Arizona (Gila County).
4. Gila County purchased this property on October 1, 2019 from the State of Arizona. The site is located on the southwest side of Arizona Highway 177. The site is located in the southeast area of the Town of Hayden, and the Town of Winkelman is located directly to the east. The site building reportedly has been vacant for over 20 years, and a review of historical aerial photographs indicated that minimal activities or changes occurred at the site or in the site vicinity after 2005.

The site building was constructed in approximately 1972 on undeveloped desert land. It is an unoccupied, one-story, brick and wood structure that adjoined the former Hayden Motel that was located at 637 Hwy 177, Hayden, Arizona.

Due to the property's location discussions have included the possibility of a rest area or parking area for travelers. There is also a possibility of including the Copper Corridor's Ore Cart Trail as part of this project. The Ore Cart Trail commemorates the mining industry throughout the Copper Corridor beginning in Superior and continuing through the communities of Hayden, Winkelman, Globe, Miami, Mammoth, San Manuel and Oracle.

5. The site is owned by Gila County and the proposed re-use is a large pull-out and parking area for large trucks and recreational vehicles.

6. No funds have been expended on this site.

7. Gila County does not plan to manage the procurement of a contractor to perform the ESA of this property. See number 7 for Gila County point of contact for this project.

8. At this time, Gila County needs to understand and have documentation of the issues regarding this site and the associated costs to redevelop and provide a scope for potential investors.

9. None

10. Gila County owns this site and there will be no issues with access to perform work.

11. The subject property is located between the two small communities of Hayden and Winkelman. The building has been an eyesore for many years as it is located right on Hwy 177 and can be seen as people travel through the area. The area is depressed and this building does nothing to help that image. In addition, during times of storms and high winds debris from the building blows out into the street. This building is a public safety hazard for the communities and the removal of the debris and the redevelopment of this site into a rest area or open space parking area would be a definite benefit to the community.

12. The site is not located in a WQARF or Superfund area.

13. Almost immediately after taking office in 2017, I was approached by the mayors of Hayden and Winkelman regarding this building. Both mayors stated that they wanted something done with the site and asked for Gila County's assistance. The age of the building and the possibility of asbestos building materials have been definite roadblocks in getting this project off the ground. Once the assessment has been completed Gila County will proceed with plans to provide a large pull-out and parking area for large trucks and recreational vehicles.

14. Contact person: Cathy Melvin, Executive Administrative Assistant; 1400 E. Ash Street, Globe, AZ 85501; 928-402-4401; email cmelvin@gilacountyaz.gov.

15. A site parcel map is attached.


16. Gila County number C0194

Respectfully submitted,

Woody Cline, Chairman
Gila County Board of Supervisors



Legend

 Parcel Boundary

APN = assessor's parcel number

101-10-008





0 Scale in Feet 100

WESTON SOLUTIONS

PREPARED BY:
Weston Solutions, Inc.
1340 Treat Blvd, Ste 210
Walnut Creek, CA 94597

PREPARED FOR:
EPA Region 9
Brownfields
Program




FIGURE ES-1
SITE SUMMARY MAP
637 Arizona Highway 177
Targeted Brownfields Assessments
Hayden, Gila County, AZ

ARF-5724

Regular Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted For: Jacque Sanders, Deputy County Manager/Librarian

Submitted By: Sherry Grice, Management Associate

Department: County Manager

Information

Request/Subject

Provide Comments Regarding Draft Environmental Impact Statement (DEIS) for Resolution Copper Project and Land Exchange.

Background Information

Resolution Copper proposes developing an underground copper mine on unpatented mining claims on National Forest System (NFS) land near the town of Superior in Pinal County, Arizona, approximately 60 miles east of Phoenix. Resolution Copper is a limited liability company that is owned by Rio Tinto (55 percent) and BHP (45 percent). Rio Tinto is the managing member.

The portion of the Resolution Copper Mine deposit explored to date is located primarily on the Tonto National Forest and open to mineral entry under the General Mining Law of 1872. The copper deposit likely extends underneath an adjacent 760-acre section of NFS land known as the “Oak Flat Withdrawal Area.” The 760-acre Oak Flat Withdrawal Area was withdrawn from mineral entry in 1955 by Public Land Order 1229, which prevented Resolution Copper from conducting mineral exploration or other mining-related activities. Resolution Copper pursued a land exchange for more than 10 years to acquire lands northeast of the copper deposit. In December 2014, Congress authorized a land exchange pending completion of the environmental impact statement (EIS), as outlined in Section 3003 of the Carl Levin and Howard P. ‘Buck’ McKeon National Defense Authorization Act for Fiscal Year 2015 (NDAA). The exchange parcel to be conveyed to Resolution Copper includes not only the Oak Flat Withdrawal Area but also the NFS lands above which the copper deposit is located. This collective 2,422-acre tract of land is known as the “Oak Flat Federal Parcel.”

Evaluation

Information in chapter 3 of the DEIS describes the natural and human environment that may be affected by the proposed action and its alternatives and discloses the direct, indirect, and cumulative impacts that could occur as a result of implementation of the proposed action or alternatives. The effects of the legislated land exchange are also disclosed in the DEIS. Forest Service management regulations would no longer apply on 2,422 acres of the Oak Flat Federal Parcel transferred to Resolution Copper. Approximately 5,376 acres would transfer from private ownership to Federal ownership and regulations.

Conclusion

The Tonto National Forest has opened a comment period regarding the Draft Environmental Impact Statement for the Resolution Copper Project and Land Exchange. A Notice of Availability has been released alongside the DEIS in the Federal Register and begins a 90-day public comment period. The DEIS describes effects of the proposed Resolution Copper Project and offers five potential alternatives developed considering feedback from a 2016 scoping period. The Tonto National Forest is seeking comments from the public August 10, 2019 - November 7, 2019.

Recommendation

Staff recommends that the Board of Supervisors issue official comments regarding the DEIS for the Resolution Copper Project and Land Exchange.

Suggested Motion

Information/Discussion/Action to consider issuing official comments from the Board of Supervisors to the Tonto National Forest regarding the Draft Environmental Impact Statement for the Resolution Copper Project and Land Exchange. **(Jacque Sanders)**

Attachments

BOS Comments on DEIS Resolution Copper Project and Land Exchange

News Release - TNF Draft EIS for Resolution Copper Project & Land Exchange

DEIS Executive Summary - Resolution Copper and Land Exchange

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
mshppard@gilacountyaz.gov

October 16, 2019

Mr. Neil Bosworth, Supervisor
Tonto National Forest
2324 E McDowell Road
Phoenix, AZ 85006

RE: Comments on Resolution Copper Project and Land Exchange Draft Environmental Impact Statement (DEIS)

Dear Forest Supervisor Bosworth:

The Gila County Board of Supervisors appreciates the opportunity to offer comments on the above referenced document. Although not located within the geographic boundaries of Gila County, Resolution Copper has and will continue to create an economic benefit to Gila County; however, with the late inclusion of the Skunk Camp site, Alternative 6, the project now has a direct impact on Gila County residents in the Dripping Springs area.

Tailings Facility Location Chapter 2

Gila County is aware of the applicant's proposed tailing sites included in the Draft EIS, Chapter 2 and understands that the preferred Alternative 6 site is the most remote sight and is the least objectionable tailings location; however, we recognize and respect the concerns of our citizens in Hayden and Winkelman. If Alternative 6 remains the preferred site in the Record of Decision Gila County encourages the USFS and Resolution Copper Company to take all measures possible to mitigate any impacts of concern to those communities.

Gila County requests that all mitigation measures for tailings facilities aimed at public health and safety are met and Gila County agrees that these measures are critical to monitoring and remediating any unforeseen environmental contamination problems.

Socioeconomics: Estimated 4% reduction in property values for 31 properties in the vicinity of the tailings facility (DEIS page 655). Gila County requests that the USFS and Resolution Copper Company mitigate those reductions with the property owners.

If Skunk Camp remains the preferred site in the Record of Decision designed and created by the FS, Gila County requests that the FS and Res Copper ensure that all mitigation measures be in place to reduce the impacts to adjacent property owners.

Gila County supports any and all mitigation measures to offset the estimated \$70,000 in wildlife-related tourism from the loss of Oak Flat and Skunk camp (DEIS page 653).

The Gila County Board of Supervisors thanks you for the opportunity to comment and requests to be kept informed and included in the process moving forward.

Respectfully submitted,

Woody Cline
Chairman, Gila County Board of Supervisors



NEWS RELEASE

For Immediate Release

Tonto National Forest

2324 East McDowell Road

Phoenix, AZ 85006

602-225-5200

www.fs.usda.gov/tonto

Facebook: <https://www.facebook.com/TontoNationalForest>

Twitter: [@TontoForest](https://twitter.com/TontoForest)

Contact: John Scaggs (602) 702-0597

Email: john.scaggs@usda.gov

Tonto National Forest releases Draft Environmental Impact Statement for Resolution Copper Project and Land Exchange

PHOENIX, August 9, 2019 — For Immediate Release – Today the USDA Forest Service released the Draft Environmental Impact Statement (DEIS) for the Resolution Copper Project and Land Exchange for public review and comment.

The Resolution Copper project is a proposed underground copper mine near the town of Superior, Arizona. The project would create one of the largest copper mines in the United States, create more than 1,500 jobs and generate nearly \$270 million in labor income for surrounding communities.

“Our multiple use mission means that we have to balance demand for economic productivity with our commitment to environmental stewardship and sustainability,” said Tonto National Forest Supervisor Neil Bosworth. “The Forest Service is required to consider proposed plans of operations for mining, and if they meet environmental regulations, minimize environmental impacts, and other requirements, we’re required to approve them under the General Mining Law of 1872.”

A Notice of Availability has been released alongside the DEIS in the Federal Register and begins a 90-day public comment period. The DEIS, supporting documents and instructions on how to comment, are available at <https://www.resolutionmineeis.us/>.

The DEIS describes effects of the proposed Resolution Copper Project and offers five potential alternatives developed considering feedback from a 2016 scoping period.

- more -

A limited number of hard copies of the DEIS are available at the Tonto Supervisors Office, at 2324 E. McDowell Road, Phoenix, AZ 85006. Call 602-225-5292 in advance to make sure copies are available.

Tonto National Forest staff are hosting five public meetings between September 10 and October 8. Maps and other materials will be available and forest staff will be on hand to answer questions. Dates and locations are:

September 10, 2019, 5 to 8:30 p.m.
Superior Jr./Sr. High School Cafeteria
1500 Panther Drive, Superior, AZ

September 17, 2019, 5 to 8:30 p.m.
Ray Elementary School Cafeteria
701 AZ-177, Kearny, AZ

October 8, 2019, 5 to 8:30 p.m.
Queen Valley Community Center
1464 E. Queen Valley Drive, Queen Valley,
AZ

September 12, 2019, 5 to 8:30 p.m.
Central Arizona College
3736 E. Bella Vista Road, San Tan Valley, AZ

September 19, 2019, 5 to 8:30 p.m.
High Desert Middle School Auditorium
4000 High Desert Drive, Globe, AZ

According to Mary Rasmussen, Tonto National Forest project manager, “The next 90 days – August 10 thru November 7 - are a crucial time for folks to learn specific details about the impacts expected from this mine project.

“We welcome informed, thoughtful feedback about the proposed project as well as our environmental review process,” Rasmussen added. “We want to engage with the public to identify the best decision among several hard choices that will effect present and future generations.”

Section 3003 of the National Defense Authorization Act for Fiscal Year 2015 mandated a land exchange between the federal government and Resolution Copper Mining. This includes federal land previously withdrawn from mineral entry. Once a Final EIS is complete and a decision is rendered, the land exchange will give Resolution Copper Mining legal access to the copper ore deposit.

-end-

Resolution Copper Project and Land Exchange

DRAFT

Environmental Impact Statement

Pinal County, Arizona

August 2019

LEAD AGENCY:

USDA Forest Service

**COOPERATING
AGENCIES:**

Arizona Department of Environmental Quality, Arizona Department of Water Resources, Arizona Game and Fish Department, Arizona State Land Department, Arizona State Mine Inspector, Bureau of Land Management, Pinal County Air Quality Control District, U.S. Army Corps of Engineers, U.S. Environmental Protection Agency

**RESPONSIBLE
OFFICIAL:**

Neil Bosworth, Forest Supervisor
2324 East McDowell Road, Phoenix, AZ 85006

**FOR INFORMATION,
CONTACT:**

John Scaggs, Public Affairs Specialist
2324 East McDowell Road, Phoenix, AZ 85006

ABSTRACT: The purpose of and need for the environmental impact statement includes evaluating the impacts associated with approval of a mine plan, and considering the effects of the exchange of lands between Resolution Copper Mining, LLC, and the United States as directed by Section 3003 of the Carl Levin and Howard P. ‘Buck’ McKeon National Defense Authorization Act for Fiscal Year 2015 (NDAA).

The analysis includes six alternatives: the proposed action, which calls for a new underground mine underneath Oak Flat east of Superior, Arizona, and a tailings storage facility on National Forest System (NFS) lands west of Superior; a no action alternative under which neither the land exchange nor the mine plan would be authorized; an alternative that would allow a modified tailings disposal method at the same Near West tailings storage location as proposed; an alternative that would allow filtered tailings to be stored at another location on NFS lands north of Superior; and two alternatives that would not allow tailings to be stored on NFS lands, but on other agency or private lands. The scoping process identified water quantity, water quality, public health and safety, cultural resources, tribal concerns, and recreation as significant issues.

It is important that reviewers provide their comments at such times and in such a way that they are useful to the Agency’s preparation of the EIS. Therefore, comments should be provided prior to the close of the comment period and should clearly articulate the reviewer’s concerns and contentions. The submission of timely and specific comments can affect a reviewer’s ability to participate in subsequent administrative review or judicial review. Comments received in response to this solicitation,

including names and addresses of those who comment, will be part of the public record for this proposed action. Comments submitted anonymously will be accepted and considered; however, anonymous comments will not provide the respondent with standing to participate in subsequent administrative or judicial reviews.

Send Comments To:

**Resolution Copper EIS
P.O. Box 34468
Phoenix, AZ 85067-4468**

**Date Comments
Must Be Received:**

November 7, 2019

ES-1 INTRODUCTION

This executive summary provides an overview of the draft environmental impact statement (DEIS) for the proposed Resolution Copper Project and Land Exchange (herein called the project). The purpose of the DEIS is to describe the process undertaken by the U.S. Forest Service (Forest Service), a land management agency under the U.S. Department of Agriculture, to evaluate the predicted effects of and issues related to the submittal of a mining General Plan of Operations (GPO) by Resolution Copper Mining, LLC (Resolution Copper), along with a connected, legislatively mandated land exchange of Federal and private parcels in southeastern Arizona (figure ES-1).

This Executive Summary does not provide all details contained in the DEIS. Please refer to the DEIS, its appendices, or referenced reports for more information. The DEIS and supporting documents are available on the project website at <https://www.ResolutionMineEIS.us/>.

ES-1.1 Background

Resolution Copper proposes developing an underground copper mine on unpatented mining claims on National Forest System (NFS) land near the town of Superior in Pinal County, Arizona, approximately 60 miles east of Phoenix. Resolution Copper is a limited liability company that is owned by Rio Tinto (55 percent) and BHP (45 percent). Rio Tinto is the managing member.

Resolution Copper has ties to the century-old Magma Mine located in Superior, Arizona. The Magma Mine began production in 1910. In addition to constructing substantial surface facilities in Superior, the Magma Mine created approximately 42 miles of underground workings.

In 1995, the Magma Copper Company discovered a copper deposit about 1.2 miles south of the Magma Mine through exploration of those underground workings. The ore deposit lies between 4,500 and 7,000 feet below the surface.

In 1996, BHP Copper, Inc., acquired the Magma Copper Company, along with the Resolution Copper Mine deposit. Later that year, BHP

closed operations at the Magma Mine, but exploration of the copper deposit continued.

In 2001, Kennecott Exploration, a subsidiary of Rio Tinto, signed an earn-in agreement with BHP, and initiated a drilling program to further explore the deposit. Based on drilling data, officials believe the Resolution Copper Mine deposit to be one of the largest undeveloped copper deposits in the world, with an estimated copper resource of 1.97 billion tons at an average grade of 1.54 percent copper.

The portion of the Resolution Copper Mine deposit explored to date is located primarily on the Tonto National Forest and open to mineral entry under the General Mining Law of 1872. The copper deposit likely extends underneath an adjacent 760-acre section of NFS land known as the “Oak Flat Withdrawal Area.” The 760-acre Oak Flat Withdrawal Area was withdrawn from mineral entry in 1955 by Public Land Order 1229, which prevented Resolution Copper from conducting mineral exploration or other mining-related activities. Resolution Copper pursued a land exchange for more than 10 years to acquire lands northeast of the copper deposit.

In December 2014, Congress authorized a land exchange pending completion of the environmental impact statement (EIS), as outlined in Section 3003 of the Carl Levin and Howard P. ‘Buck’ McKeon National Defense Authorization Act for Fiscal Year 2015 (NDAA) for fiscal year 2015. The exchange parcel to be conveyed to Resolution Copper includes not only the Oak Flat Withdrawal Area but also the NFS lands above which the copper deposit is located. This collective 2,422-acre tract of land is known as the “Oak Flat Federal Parcel.”

ES-1.2 Project Overview

Resolution Copper is proposing to develop an underground copper mine at a site in Pinal County, about 60 miles east of Phoenix near Superior, Arizona. Project components include the mine site, associated infrastructure, a transportation corridor, and a tailings storage facility.

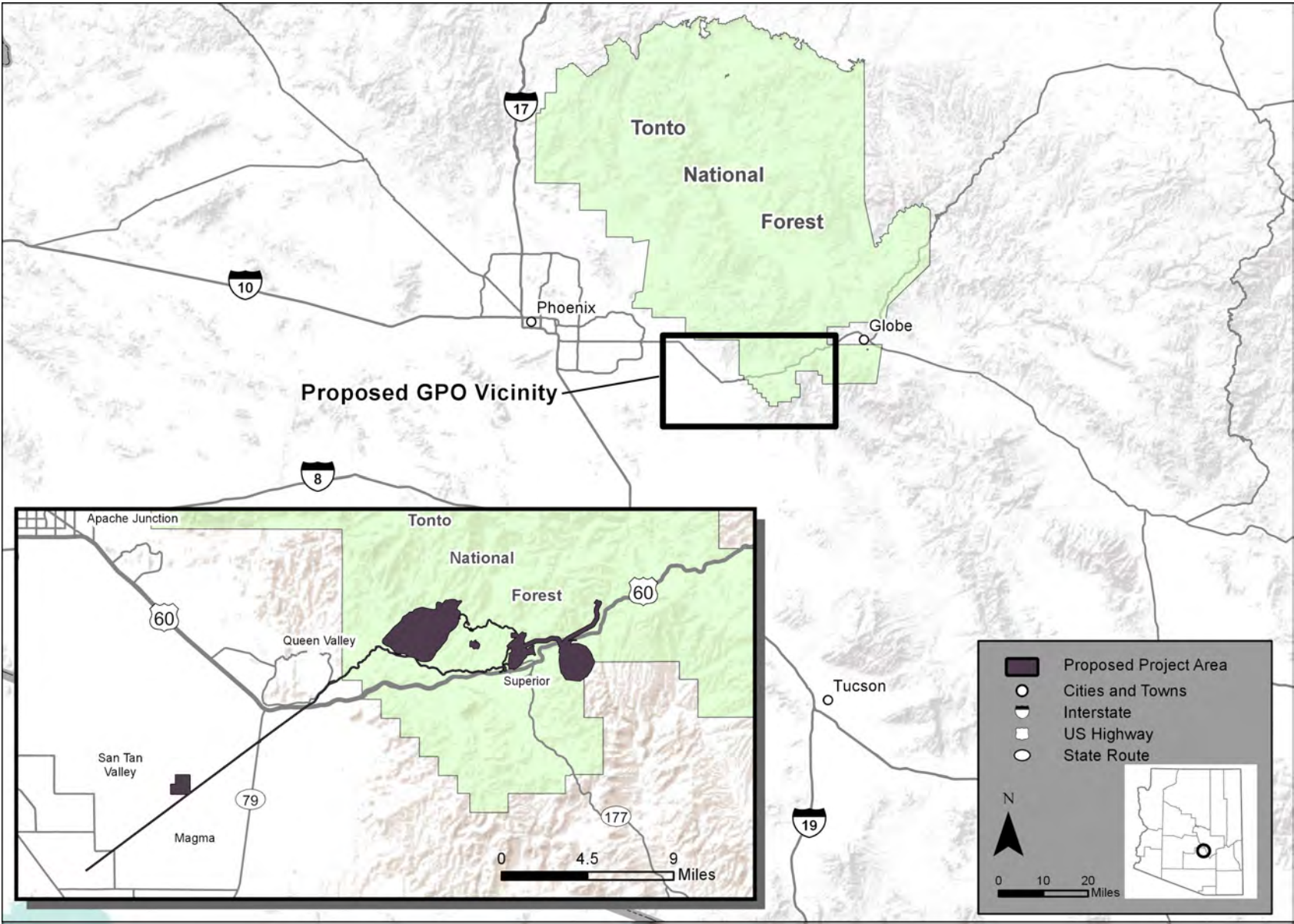


Figure ES-1. Resolution Copper Project vicinity map

The project would progress through three distinct phases: construction (10 years), operations, also referred to as the production phase (40–50 years), and reclamation (5–10 years). At the end of operations, facilities would be closed and reclaimed in compliance with permit conditions.

Operational projections are removal of 1.4 billion tons of ore and production of 40 billion pounds of copper using a mining technique known as panel caving. Using this process, a network of shafts and tunnels is constructed below the ore body. Access to the infrastructure associated with the panel caving would be from vertical shafts in an area known as the East Plant Site, which would be developed adjacent to the Oak Flat Federal Parcel. This area would include mine shafts and a variety of surface facilities to support mining operations. This area currently contains two operating mine shafts, a mine administration building, and other mining infrastructure. Portions of the East Plant Site would be located on NFS lands and would be subject to Forest Service regulatory jurisdiction. Ore processing would take place at the old Magma Mine site in Superior.

Construction of a tailings storage facility would house the waste material left over after processing. The facility footprint would occupy from 2,300 to 5,900 acres, depending on the location and embankment design. Pipelines would be constructed to transport the tailings waste from the ore processing facility to the tailings storage facility.

The estimated total quantity of external water needed for the life of the mine (construction through closure and reclamation) is substantial and varies by alternative (180,000 to 590,000 acre-feet). Resolution Copper proposes to use water either directly from the Central Arizona Project (CAP) canal and/or groundwater pumped from the East Salt River valley. Over the past decade, Resolution Copper has obtained banked water credits for recharging aquifers in central Arizona; the groundwater pumped would be recovery of those banked water credits, or groundwater use authorized by the State of Arizona under a mineral extraction withdrawal permit.

While all mining would be conducted underground, removing the ore would cause the ground surface to collapse, creating a subsidence area at the Oak Flat Federal Parcel. The crater would start to appear in year 6

of active mining. The crater ultimately would be between 800 and 1,115 feet deep and roughly 1.8 miles across. The Forest Service assessed alternative mining techniques in an effort to prevent subsidence, but alternative methods were considered unreasonable.

The workforce during construction/ramp-up is expected to peak at 2,600 personnel in Pinal County and another 1,900 in other areas. During operations, the project would employ an average of approximately 1,900 people annually in Pinal County and another 1,800 in other areas. During the reclamation phase, employment is projected to be 1,700 in Pinal County and 1,300 in other areas.

ES-1.3 Areas of Controversy

The Resolution Copper Project and Land Exchange is controversial for several reasons.

Foremost among them are the expected significant environmental impacts and loss of the Oak Flat area, historically used by Native Americans who hold the land as sacred and use the area for spiritual and traditional uses. Additionally, in March 2016, the Oak Flat area was listed on the National Register of Historic Places (NRHP) as a traditional cultural property (TCP).

There is the potential for some portion of existing yet currently unidentified prehistoric and historic artifacts and resources to be disturbed or destroyed, especially within the Oak Flat subsidence area and the footprint of the tailings storage area. These losses could potentially include human burials within these areas.

Water use is a major concern among the public, other government agencies, and stakeholders. Recycling and reuse would happen extensively throughout the mine operations, but as previously mentioned, additional external water is needed for processing.

There are concerns regarding how public safety may be affected by the project. This includes the physical safety of persons in areas of subsidence and adjacent communities, as well as increased traffic and effects on air and water quality.

There is public apprehension over the creation, and type, of a tailings embankment for the tailings storage facility. The catastrophic collapse of the Brumadinho tailings dam in Brazil in January 2019, resulting in over 100 fatalities, has heightened concerns.

In January 2019, Representative Raul Grijalva, a Democrat from Arizona, and Senator Bernie Sanders, an Independent from Vermont, introduced legislation that would overturn the land exchange described in Section 3003 of the NDAA. Representative Grijalva cited the need to protect Oak Flat and restore some balance to the country’s natural resource policies.

ES-1.4 Lead and Cooperating Agency Roles

In compliance with the National Environmental Policy Act (NEPA), the Forest Service is the lead agency preparing this EIS. The Forest Supervisor, Tonto National Forest, is the primary deciding official for the proposed mining plan of operations submitted by Resolution Copper.

The Forest Service’s role as lead agency includes the following:

- Analyzing and disclosing environmental effects of the proposed mine and the land exchange on private, State, and NFS lands or other Federal lands
- Conducting government-to-government consultations with potentially affected Indian Tribes
- Developing mitigations to protect surface resources of the Tonto National Forest and recommending mitigations for lands not under Forest Service jurisdiction

Authorization of more than 25 permits and plans from various jurisdictions are required for this mine project. Representatives from Federal, State of Arizona, and county governments are serving as cooperating agencies with the Forest Service in developing this EIS. Cooperating agencies have jurisdiction over some part of the project by law or have special expertise in the environmental effects that are

addressed in the EIS. Monthly calls and meetings between the lead and cooperating agencies have occurred since November 2017. The nine cooperating agencies are as follows:

- U.S. Army Corps of Engineers (USACE)
- U.S. Department of the Interior Bureau of Land Management (BLM)
- U.S. Environmental Protection Agency
- Arizona State Land Department
- Arizona Department of Environmental Quality
- Arizona Department of Water Resources
- Arizona Game and Fish Department
- Arizona State Mine Inspector
- Pinal County Air Quality Control District

Pursuant to Section 404 of the Clean Water Act, Resolution Copper has asked for authorization to discharge fill material into waters of the U.S. for the construction of a tailings storage facility at certain proposed locations. Because Congress directed that a single EIS is to support all Federal decisions related to the proposed mine, the USACE is relying on this EIS to support a decision for issuance of a Section 404 permit.

The 404 permitting process includes Resolution Copper’s submittal of a document called a “404(b)1 alternatives analysis” to USACE. The purpose of the 404(b)1 alternatives analysis is to identify the least environmentally damaging practicable alternative. Part of USACE’s permitting responsibility is to identify the least environmentally damaging practicable alternative, as well as to require adequate mitigation to compensate for impacts to waters of the U.S.

While most of the impacts considered under the USACE process are identical to those considered in this EIS, some impacts considered under the USACE process are specific only to that permitting process, which may have a different scope of analysis than the EIS. Because of these

differences, the 404(b)1 alternatives analysis is a document strongly related to the EIS, but also separate.

Accordingly, the 404(b)1 alternatives analysis is attached to the EIS as appendix C.

ES-1.5 Purpose and Need

The purpose of and need for this project is twofold:

1. To consider approval of a proposed mine plan governing surface disturbance on NFS lands—outside of the exchange parcels—from mining operations that are reasonably incident to extraction, transportation, and processing of copper and molybdenum.
2. To consider the effects of the exchange of lands between Resolution Copper (roughly 5,376 acres of private land on eight parcels located throughout Arizona) and the United States (2,422 acres forming the Oak Flat Federal Parcel) as directed by Section 3003 of the NDAA.

The role of the Forest Service under its primary authorities in the Organic Administration Act, Locatable Minerals Regulations (36 Code of Federal Regulations [CFR] 228 Subpart A), and the Multiple-Use Mining Act is to ensure that mining activities minimize adverse environmental effects on NFS surface resources and comply with all applicable environmental laws. The Forest Service may impose reasonable conditions to protect surface resources.

Through the Mining and Mineral Policy Act, Congress has stated that it is the continuing policy of the Federal Government, on behalf of national interests, to foster and encourage private enterprise in

- development of economically sound and stable domestic mining, minerals, and metal and mineral reclamation industries; and

- orderly and economic development of domestic mineral resources, reserves, and reclamation of metals and minerals to help ensure satisfaction of industrial, security, and environmental needs.

Secretary of Agriculture regulations that govern the use of surface resources in conjunction with mining operations on NFS lands are set forth under 36 CFR 228 Subpart A. These regulations require that the Forest Service respond to parties who submit proposed plans to conduct mining operations on or otherwise use NFS lands in conjunction with mining for part or all of their planned actions.

Compliance with other laws and regulations, such as State of Arizona water and air regulations, the Endangered Species Act, the Clean Water Act, and the National Historic Preservation Act (NHPA), also frames the proposed mining activities.

ES-1.6 Proposed Action

The proposed action consists of (1) approval of a mining plan for operations on NFS lands associated with a proposed large-scale mine, which would be on private land after the land exchange, (2) the NDAA-directed land exchange between Resolution Copper and the United States, and, if needed, (3) amendments to the Tonto National Forest Land and Resource Management Plan (forest plan). The next two sections summarize the proposed GPO and the land exchange actions.

ES-1.6.1 General Plan of Operations

A detailed description of the GPO can be found in section 2.2.2.2. The complete GPO is available on the project website, www.ResolutionMineEIS.us.

The type of copper deposit that would be mined at the East Plant Site is a porphyry deposit, a lower-grade deposit that requires higher mine production rates to be economically viable. The copper deposit that

Resolution Copper proposes to mine averages 1.54 percent copper (i.e., every ton of ore would on average contain 31 pounds of copper).

Mined ore would be crushed underground and then transported underground approximately 2.5 miles west to an area known as the West Plant Site, where ore would be processed to produce copper and molybdenum concentrates. Portions of the West Plant Site would be located on NFS lands and would be subject to Forest Service regulatory jurisdiction.

Once processed, the copper concentrate would be pumped as a slurry through a 22-mile pipeline to a filter plant and loadout facility located near Florence Junction, Arizona, where copper concentrate would be filtered and then sent to off-site smelters via rail cars or trucks. The molybdenum concentrate would be filtered, dried, and sent to market via truck directly from the West Plant Site.

The copper concentrate slurry pipeline corridor would be located along an existing, previously disturbed right-of-way known as the Magma Arizona Railroad Company (MARRCO) corridor. The MARRCO corridor would also host other mine infrastructure, including water pipelines, power lines, pump stations, and groundwater wells. A portion of the MARRCO corridor is located on NFS lands and would be subject to Forest Service regulatory jurisdiction.

Tailings produced at the West Plant Site would be pumped as a slurry through several pipelines for 4.7 miles to a tailings storage facility. The tailings storage area would gradually expand over time, eventually reaching about 3,300 acres in size. A fence constructed around the tailings to exclude public access would enclose approximately 4,900 acres. The proposed tailings storage facility is located on NFS lands and would be subject to Forest Service regulatory jurisdiction.

All power to the mine would be supplied by the Salt River Project. Portions of the proposed electrical infrastructure would be located on NFS land and would be subject to Forest Service regulatory jurisdiction. A Forest Service special use permit would be required to approve construction and operation of new power lines on NFS lands by the Salt River Project.

Access to the mine would be provided by existing roads. The Magma Mine Road would eventually be relocated as a result of expected subsidence.

Water for the process would come from a variety of sources. Filtrate from the filter plant, recycled water from the tailings storage facility, and recovered water from the concentrator complex would be recycled back into the mining process. Additional water would be obtained from dewatering of the mine workings, direct delivery of CAP water, and pumping from a well field along the MARRCO corridor.

Reclamation would be conducted to achieve post-closure land use objectives, including closing and sealing the mine shafts, removing surface facilities and infrastructure, and establishing self-sustaining vegetative communities using local species. The proposed tailings storage facility would be reclaimed in place, providing for permanent storage of mine tailings.

An initial review of the consistency of the proposed GPO with the forest plan indicates that approval of the proposed GPO would result in conditions that are inconsistent with the forest plan. An amendment to the forest plan would address the necessary changes to relevant standards and guidelines for managing visual quality and recreation opportunities as determined by the record of decision for the project.

ES-1.6.2 Land Exchange

Section 3003 of the NDAA directs the conveyance of specified Federal lands to Resolution Copper if Resolution Copper offers to convey the specified non-Federal land to the United States. The following summarizes the land parcels that would be exchanged.

- The United States would transfer the 2,422-acre **Oak Flat Federal Parcel** to Resolution Copper
- Resolution Copper would transfer the following parcels to the U.S. Department of Agriculture:

- 142 acres near Superior in Pinal County, Arizona, known as the **Apache Leap South End Parcel**, to be administered by the Tonto National Forest
- 148 acres in Yavapai County, Arizona, known as the **Tangle Creek Parcel**, to be administered by the Tonto National Forest
- 147 acres in Gila County, Arizona, known as the **Turkey Creek Parcel**, to be administered by the Tonto National Forest
- 149 acres near Cave Creek in Maricopa County, Arizona, known as the **Cave Creek Parcel**, to be administered by the Tonto National Forest
- 640 acres north of Payson in Coconino County, Arizona, known as the **East Clear Creek Parcel**, to be administered by the Coconino National Forest
- Resolution Copper would transfer the following parcels to the U.S. Department of the Interior:
 - Approximately 3,050 acres near Mammoth in Pinal County, Arizona, known as the **Lower San Pedro River Parcel**, to be administered by the BLM as part of the San Pedro Riparian National Conservation Area
 - Approximately 940 acres south of Elgin in Santa Cruz County, Arizona, known as the **Appleton Ranch Parcel**, to be administered by the BLM as part of the Las Cienegas National Conservation Area
 - 160 acres near Kearny in Gila and Pinal Counties, Arizona, known as the **Dripping Springs Parcel**, to be administered by the BLM
- An additional NDAA requirement calls for the United States to transfer the following land to Superior, Arizona, if the Town of Superior requests it:
 - 30 acres associated with the Fairview Cemetery

- 250 acres associated with parcels contiguous to the Superior Airport
- 265 acres of Federal reversionary interest associated with the Superior Airport

As of June 2019, the Town of Superior had not requested this land transfer.

ES-1.7 Nature of Lead Agency Decision

With regard to the proposed GPO, the Forest Supervisor, Tonto National Forest, would make the following decisions using the analysis in the EIS and supporting documentation:

- Decide whether to approve the proposed GPO submitted by Resolution Copper or require changes or additions to the proposed GPO to meet the requirements for environmental protection and reclamation set forth in 36 CFR 228 Subpart A before approving a final GPO. The Forest Service decision may be to authorize use of the surface of NFS lands in connection with mining operations under the GPO composed of elements from one or more of the alternatives considered.
- The alternative selected for approval in the final GPO must minimize adverse impacts on NFS surface resources to the extent feasible and must comply with all Federal and State laws and regulations
- Decide whether to approve amendments to the forest plan, which would be required to approve the final GPO
- Decide whether to approve a special use permit for the Salt River Project to authorize construction and operation of power lines on NFS lands

With regard to the land exchange, Section 3003 of the NDAA directs the Secretary of Agriculture to convey to Resolution Copper all right,

title, and interest of the United States in and to identified Federal land if Resolution Copper offers to convey to the United States all right, title, and interest of Resolution Copper in and to identified non-Federal lands.

The Forest Supervisor, Tonto National Forest, has limited discretion to (1) address concerns of affected Indian Tribes; (2) ensure that title to the non-Federal lands offered in the exchange is acceptable; (3) accept additional non-Federal land or a cash payment from Resolution Copper to the United States in the event that the final appraised value of the Federal land exceeds the value of the non-Federal land; or (4) address other matters related to the land exchange that are consistent with Section 3003 of the NDAA.

ES-1.8 Public Participation

The Forest Service sought public input during several phases of the environmental review process prior to publication of the DEIS.

The public scoping period began on March 18, 2016, with the Forest Service publication of a notice of intent to prepare an EIS in the Federal Register. Scoping is the first step in the NEPA process that seeks input from within the agency, from the public, and from other government agencies in order to define the scope of issues to be addressed in depth in the EIS.

The Forest Service planned for a 60-day public scoping period from March 18, 2016, to May 17, 2016.

Numerous individuals and several organizations requested an extension of the public scoping period, as well as additional public scoping meetings. The Forest Supervisor, Tonto National Forest, accommodated these requests by extending the public scoping period through July 18, 2016, resulting in a total overall scoping period of 120 days.

Between March and June 2016, the Forest Service held five EIS public scoping meetings.

A Scoping Report summarizing 133,396 public comments was completed and made available online on the project website on March 9, 2017.

The Forest Service conducted two public workshops to collect information on public opinion in regard to locating a mine tailings storage facility.

Internal scoping efforts included several meetings and field trips with the NEPA interdisciplinary (ID) team. ID team members include Forest Service resource specialists and planners representing anticipated topics of analysis in the NEPA process, managers, and Tonto National Forest line officers.

Cooperating agency scoping was conducted through a kick-off meeting and through comments submitted by cooperating agencies and tribes during the public scoping comment period.

Between May 2017 and May 2019, the Forest Service participated in numerous informal meetings (one or more per month) with key stakeholders, tribes, and cooperating agencies regarding technical feasibility of the project and alternatives, differing environmental impacts and tradeoffs among the alternatives, and mitigations for reducing expected impacts of the proposed mining plan of operations and land exchange.

Additional detail on scoping conducted during tribal consultation can be found in section 1.6.4 of the DEIS.

ES-1.9 Issues Selected for Analysis

Issues help set the scope of the actions, alternatives, and effects to consider in the Forest Service’s analysis (Forest Service Handbook 1909.15.12.4).

Comments submitted during the 2016 scoping period were used to formulate issues concerning the proposed action. An issue is a point of dispute or disagreement with the proposed action based on some anticipated environmental effect.

Table ES-1 presents the social, physical, and biological resources or other concerns that the Forest Service selected for analysis, based on scoping comments.

Section 1.7, Issues, in chapter 1 of the DEIS provides a snapshot of these issues. Detailed information on these issues appears in chapter 3 of the DEIS.

Table ES-1. Issues carried forward for analysis

Social and Cultural Issues	Physical and Biological Issues
<ul style="list-style-type: none"> • Cultural Resources 	<ul style="list-style-type: none"> • Air Quality
<ul style="list-style-type: none"> • Environmental Justice 	<ul style="list-style-type: none"> • Geology, Minerals, and Subsidence
<ul style="list-style-type: none"> • Public Health and Safety 	<ul style="list-style-type: none"> • Livestock and Grazing
<ul style="list-style-type: none"> • Recreation 	<ul style="list-style-type: none"> • Noise and Vibration
<ul style="list-style-type: none"> • Socioeconomics 	<ul style="list-style-type: none"> • Scenic Resources
<ul style="list-style-type: none"> • Transportation and Access 	<ul style="list-style-type: none"> • Soils and Vegetation
<ul style="list-style-type: none"> • Tribal Values and Concerns 	<ul style="list-style-type: none"> • Water Resources
	<ul style="list-style-type: none"> • Wildlife and Special Status Species

ES-2 ALTERNATIVES

NEPA requires consideration of a reasonable range of alternatives that can accomplish the purpose of and need for the proposed action. The Forest Service studied a range of alternatives to the Resolution Copper GPO, each of which

- responds to key issues raised during public scoping; project purpose and need; and applicable Federal and State laws and regulations;
- considers input from resource specialists, mining experts (project team), cooperating agency representatives, tribes, and stakeholders; and
- is technically feasible to implement—but with differing environmental impacts and tradeoffs.

The alternatives include five action alternatives (out of 30+ considered) at four separate locations, including one location not on Federal land.

In addition, the Forest Service did the following:

- Assessed alternative mining techniques in an effort to prevent subsidence. No alternative methods were considered reasonable.
- Assessed tailings disposal in brownfield sites (old mine pits). No reasonable brownfield locations were found.
- Identified three separate methods of depositing tailings, including using filtered (dry-stack) tailings.

Environmental impacts and tradeoffs among the five action alternatives vary due to the differences in the tailings embankment design; the tailings deposition method; or the geographic location and affected surroundings of the proposed tailings storage facility (figure ES-2). Ore

extraction and processing activities as proposed in the GPO remain similar between all action alternatives.

Additional alternatives were considered but dismissed from detailed analysis for various reasons; see appendix F of the DEIS for discussion of the other alternatives considered and the rationale for their dismissal.

ES-2.1 No Action Alternative

This alternative is required by regulation (40 CFR 1502.14(d)). Under this alternative, the Forest Service would not approve the GPO, none of the activities in the final GPO would be implemented on NFS lands, and the mineral deposit would not be developed. Additionally, the land exchange would not take place.

However, the nature of the no action alternative for this project was described in the Notice of Intent issued in March 2016, which states:

The EIS will analyze the no action alternative, which would neither approve the proposed GPO nor complete the land exchange. However, the responsible official—the Forest Supervisor, Tonto National Forest—does not have discretion to select the no action alternative, because it would not be consistent with the requirements of 36 CFR 228.5, nor would it comply with the NDAA.

Additional alternatives may be evaluated in the EIS. These alternatives may require changes to the proposed GPO, which are necessary to meet Forest Service regulations for locatable minerals set forth at 36 CFR 228 Subpart A.

Thus, while this alternative cannot be selected by the Forest Service, it serves as a point of comparison for the proposed action and action alternatives.

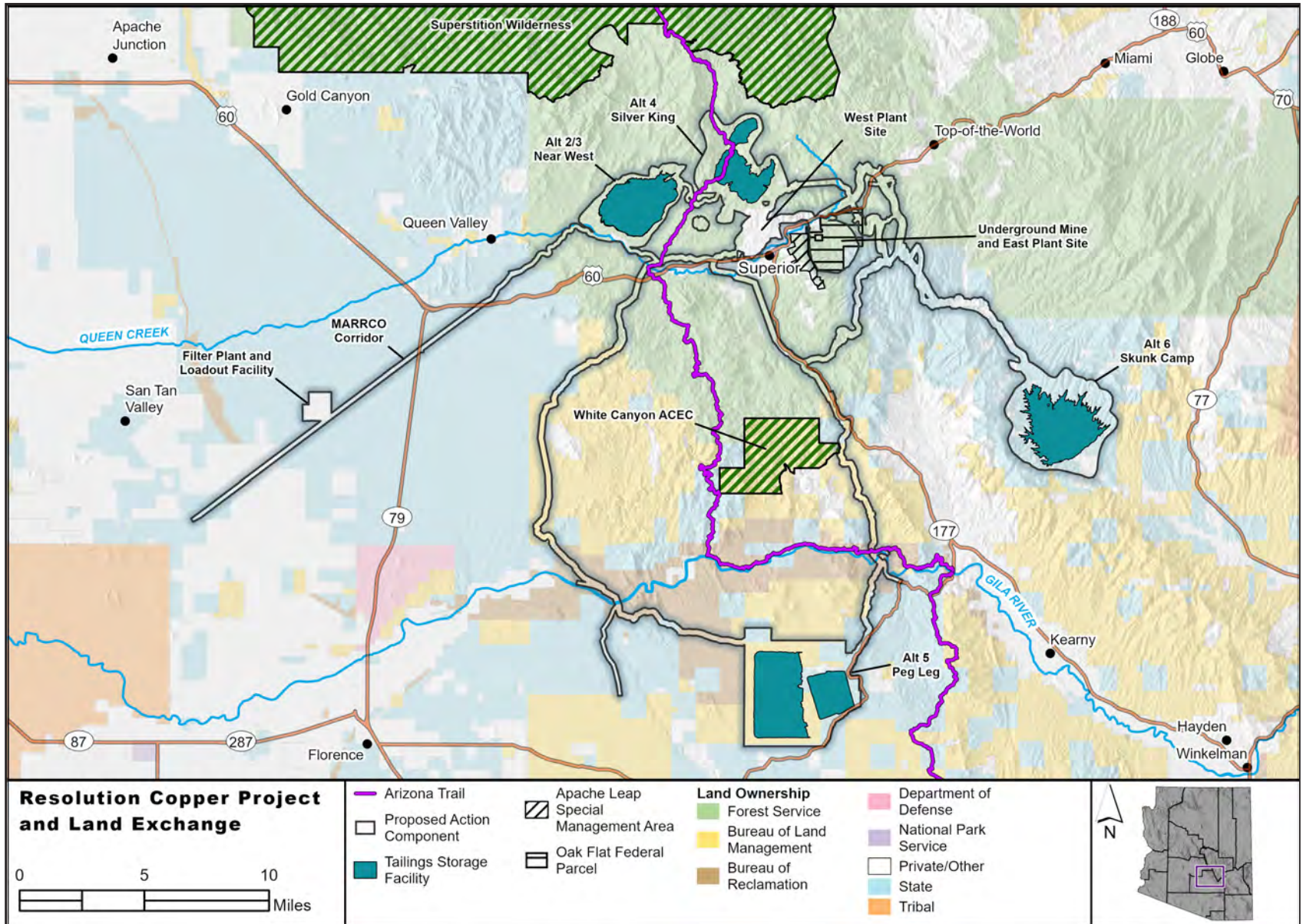


Figure ES-2. Overview of project alternative locations

ES-2.2 Alternative 2 – Near West Proposed Action

This alternative is a variation of the proposed action described in the May 9, 2016, version of the Resolution Copper GPO. In early 2018, Resolution Copper changed its original plan for an “upstream” embankment design to a “modified centerline” configuration for a tailings storage facility.

Alternative 2 would include a split-stream tailings processing method with two tailings types:

- Non-potentially acid generating (NPAG) tailings
- Potentially acid generating (PAG) tailings

PAG tailings have a greater potential to oxidize and generate acidic seepage to groundwater or surface waters. To minimize this potential, PAG tailings would be deposited centrally in the tailings storage facility and surrounded by NPAG tailings. A 5- to 10-foot-deep water cap would keep PAG tailings saturated to reduce exposure to oxygen during tailings storage facility development.

Additionally, the larger NPAG deposit would act as a buffer between the PAG tailings and areas outside the tailings storage facility. Water spigots would keep the NPAG tailings “beach” area wet, ensuring effective dust management during operations.

The modified centerline embankment construction would consist of earthfill and cyclone sand from the NPAG tailings stream. This sand results from tailings processed through one or more dedicated centrifuges to separate larger tailings particles from the finer particles.

n

A suite of engineered seepage controls, including engineered low-permeability liners, compacted fine tailings, and/or a “grouting” process

Alternative 2 Facility Details	
Ownership	Tonto National Forest
Tailings facility footprint	3,300 acres
Area excluded from public access during operations	4,900 acres
Embankment height	520 feet
Embankment length	10 miles
Tailings type	Slurry

to seal ground fractures, would limit and contain seepage. Uncontained seepage would be collected in downstream ponds and pumped back to the tailings storage facility. Figure ES-3 provides an overview of Alternative 2.

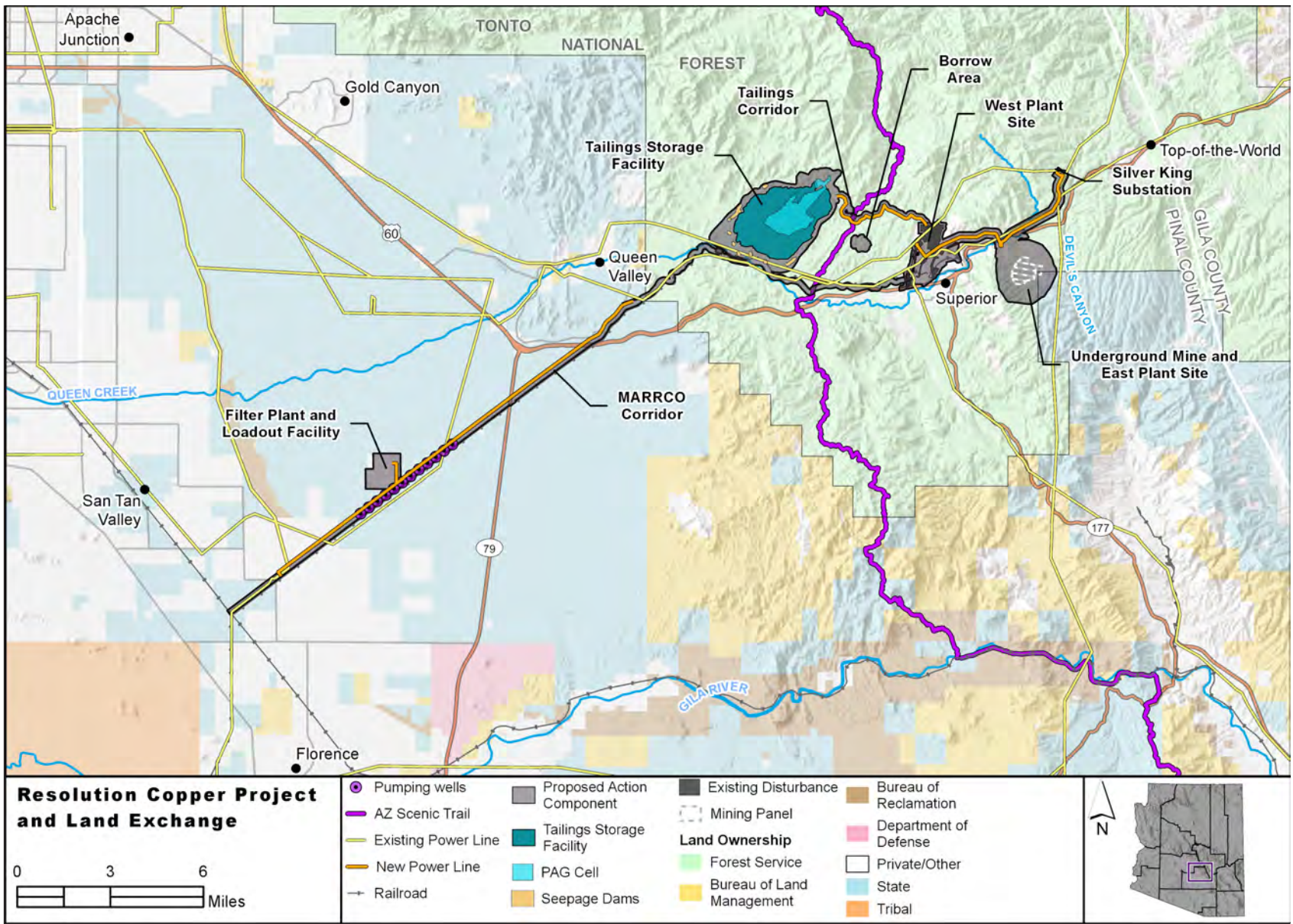


Figure ES-3. Alternative 2 – Near West Proposed Action

ES-2.3 Alternative 3 – Near West – Ultrathickened

ES-2.3.1 Similarities with Alternative 2

This alternative represents a variation of the proposed action described in the May 2016 GPO. It includes a change in embankment design for a tailings storage facility to a “modified centerline” configuration consisting of earthfill and cycloned sand.

Alternative 3 has a split-stream tailings processing method with two tailings types:

- NPAG tailings
- PAG tailings

A suite of engineered seepage controls, including engineered low-permeability liners, compacted fine tailings, and/or a “grouting” process to seal ground fractures, would limit and contain seepage, along with downstream seepage collection ponds.

The location on the Tonto National Forest would be identical. Figure ES-4 provides an overview of Alternative 3.

ES-2.3.2 Differences from Alternative 2

This alternative would use physical barriers to segregate PAG tailings in a separate cell from NPAG tailings. Cycloned sand would be used to build low-permeability “splitter berms” between the two tailings storage areas.

This alternative has a proposal to reduce initial amounts of water retained in NPAG tailings and encourage rapid evaporation, as well as reduce seepage potential, through

Alternative 3 Facility Details	
Ownership	Tonto National Forest
Tailings facility footprint	3,300 acres
Area excluded from public access during operations	4,900 acres
Embankment height	510 feet
Embankment length	10 miles
Tailings type	Thickened slurry

- additional on-site thickening of NPAG tailings, which would increase the thickness by 5 percent, reducing the overall amount of water in the facility; and
- possible use of “thin-lift” (also known as thin layer) deposition, to enhance evaporation and further reduce the amount of water in the facility.

Alternative 3 would require less time to close the recycled water pond, compared with Alternative 2. By using ultrathickening methods that reduce water entering the tailings, officials estimate closure in 5 years, compared with 25 years estimated for Alternative 2.

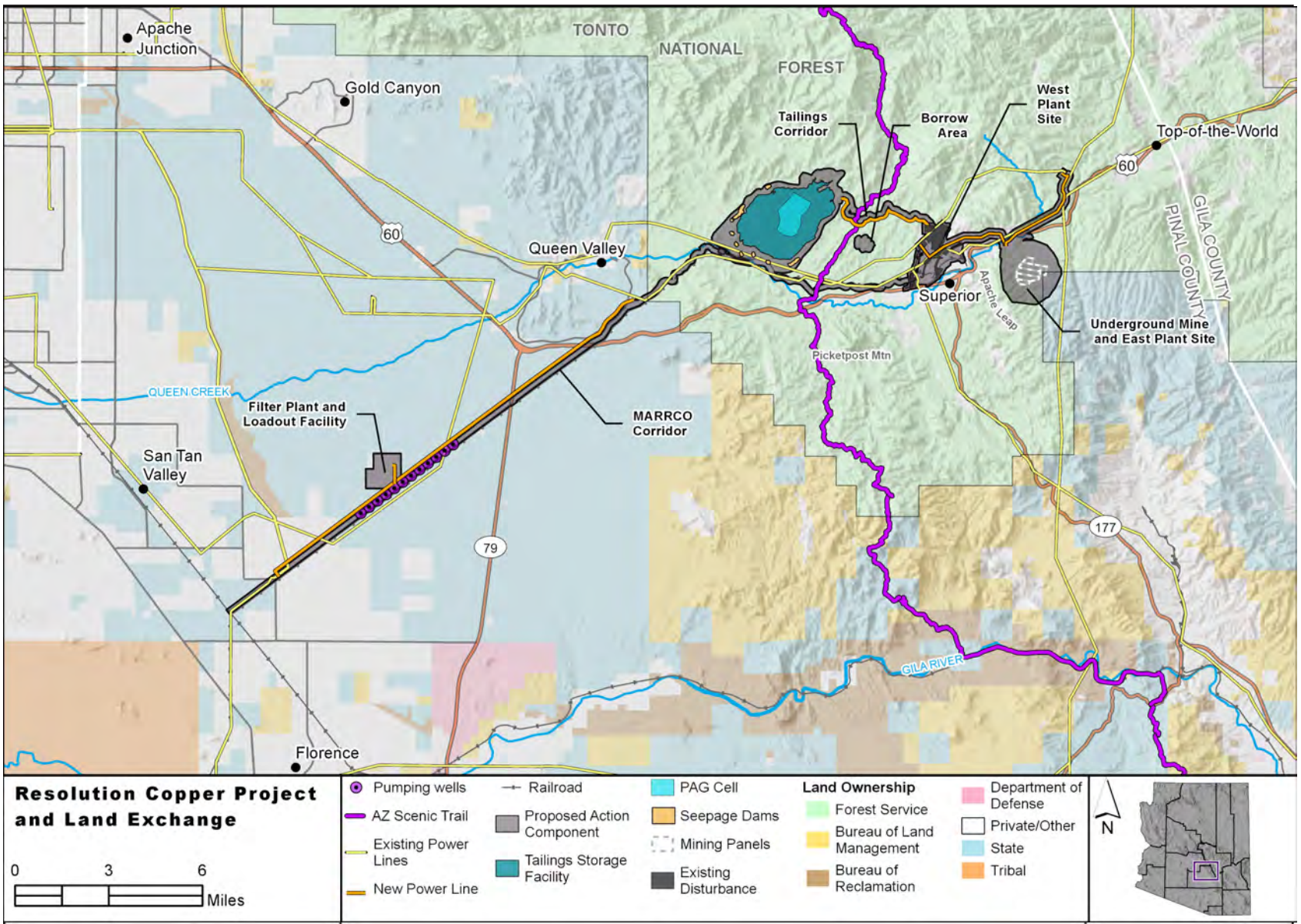


Figure ES-4. Alternative 3 – Near West – Ultrathickened

ES-2.4 Alternative 4 – Silver King

This is the lone alternative proposing to use filtered tailings—instead of slurry tailings—at the tailings storage facility.

As with other alternatives, Alternative 4 would include a split-stream tailings processing method with two tailings types:

- NPAG tailings
- PAG tailings

From the West Plant Site, pipelines would transport the two tailings slurry streams to filter plants at the Silver King location north of the West Plant Site and the town of Superior. Pressure filters would extract about 85 percent of the water from the tailings, resulting in a more solid product and a decrease in water pumped for operations. The water would be recycled in the process water at the West Plant Site.

Conveyors and mobile equipment would mechanically deposit NPAG and PAG tailings in two separate, adjacent tailings storage facilities. Figure ES-5 provides an overview of Alternative 4.

To limit exposure of tailings to water, all runoff would be directed to perimeter ditches, sumps, and/or underdrains. Water coming into contact with exposed tailings would be collected in large ponds located in natural valleys downstream of the tailings storage facility. Large diversions also would be needed to keep upstream stormwater from reaching the tailings storage facility.

ES-2.4.1 Arizona National Scenic Trail

The tailings storage facility and associated auxiliary facilities would impact approximately 5.5 miles of the Arizona National Scenic Trail (Arizona Trail), resulting in the rerouting of that portion of the trail.

Alternative 4 Facility Details	
Ownership	Tonto National Forest
Tailings facility footprint	2,300 acres
Area excluded from public access during operations	5,700 acres
Embankment height	Filtered tailings do not use an embankment to contain tailings; however, for comparison with the other alternatives, the overall height of the facility would be approximately 1,000 feet.
Embankment length	Not applicable
Tailings type	Filtered

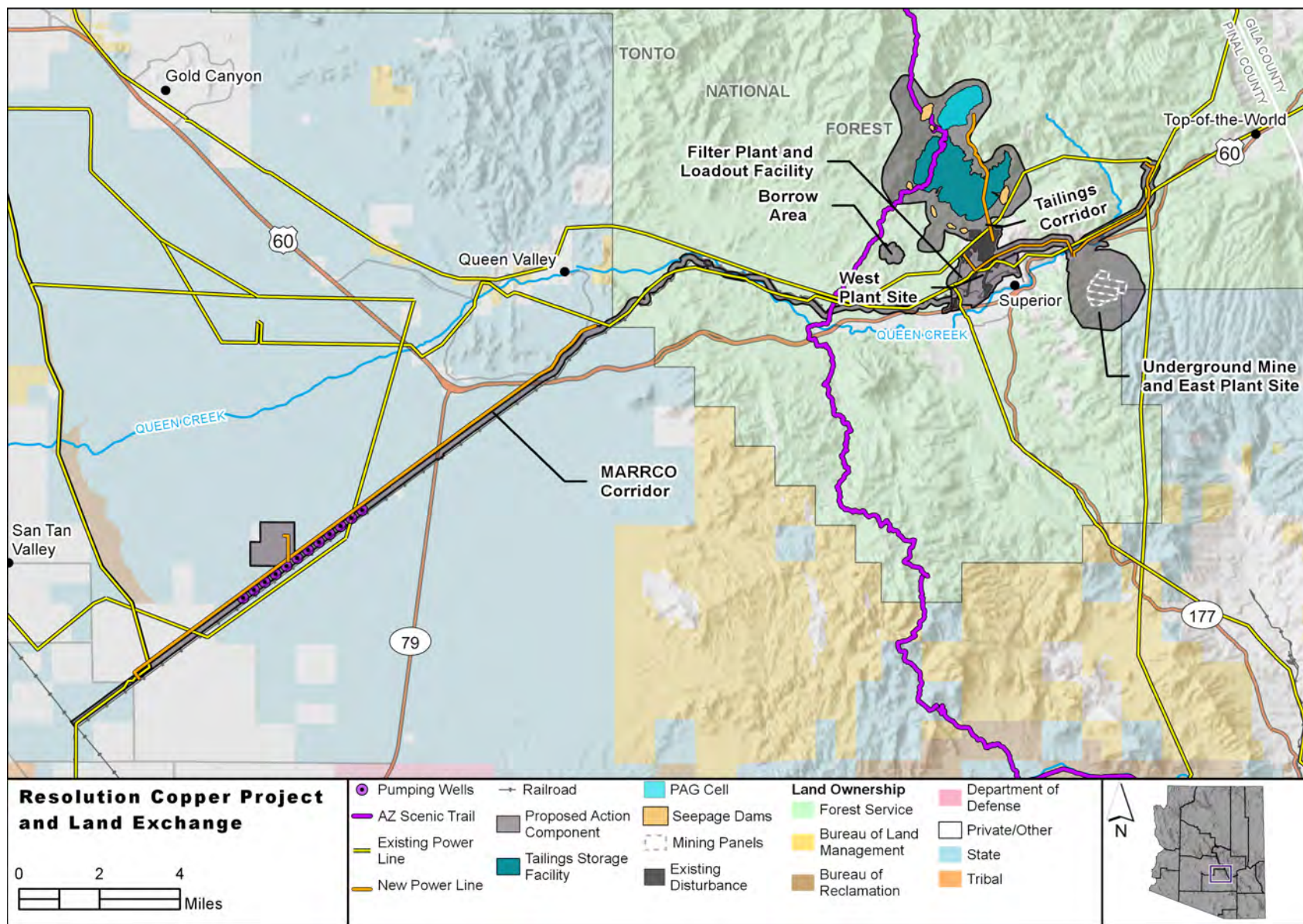


Figure ES-5. Alternative 4 – Silver King

ES-2.5 Alternative 5 – Peg Leg

This alternative allows an evaluation of a tailings site that is more isolated from existing communities while remaining adjacent to areas of active mining on the landscape.

Alternative 5 also provides for a comparison of the impacts of slurry tailings if placed on a flatter, alluvial setting instead of an upland wash or canyon.

As with other alternatives, Alternative 5 would include a split-stream tailings processing method with two tailings types:

- NPAG tailings
- PAG tailings

Two options are analyzed for tailings conveyance from the West Plant Site. Only one option would be selected for use to transport the tailings slurry streams to the Peg Leg tailings storage facility. The west option is approximately 28 miles long, whereas the east option is approximately 23 miles long.

Two separate storage facilities for NPAG and PAG tailings would exist throughout the life of the mine.

The PAG facility would consist of four separate cells. This would reduce the pond size required for operations and allow for progressive reclamation. Only one cell would be operational at a time. A downstream embankment consisting of earthfill and cycloned sand is proposed for the PAG cells.

NPAG tailings would be located primarily on an alluvial soil foundation to the west and slightly downslope from the PAG site. A centerline embankment, also consisting of earthfill and cycloned sand, is proposed for NPAG tailings. Figure ES-6 provides an overview of Alternative 5.

Officials project higher seepage because of the alluvial foundation. A suite of engineered seepage controls, including low-permeability layers

Alternative 5 Facility Details	
Ownership	Bureau of Land Management; Arizona State Land Department
Tailings facility footprint	5,900 acres
Area excluded from public access during operations	10,800 acres
Embankment height	310 feet
Embankment length	7 miles
Tailings type	Slurry

at the PAG facility and low-permeability barriers (liners or fine-grained tailings) for the NPAG tailings, would limit and control seepage. A downstream well field would capture seepage and return it to the tailings storage facility.

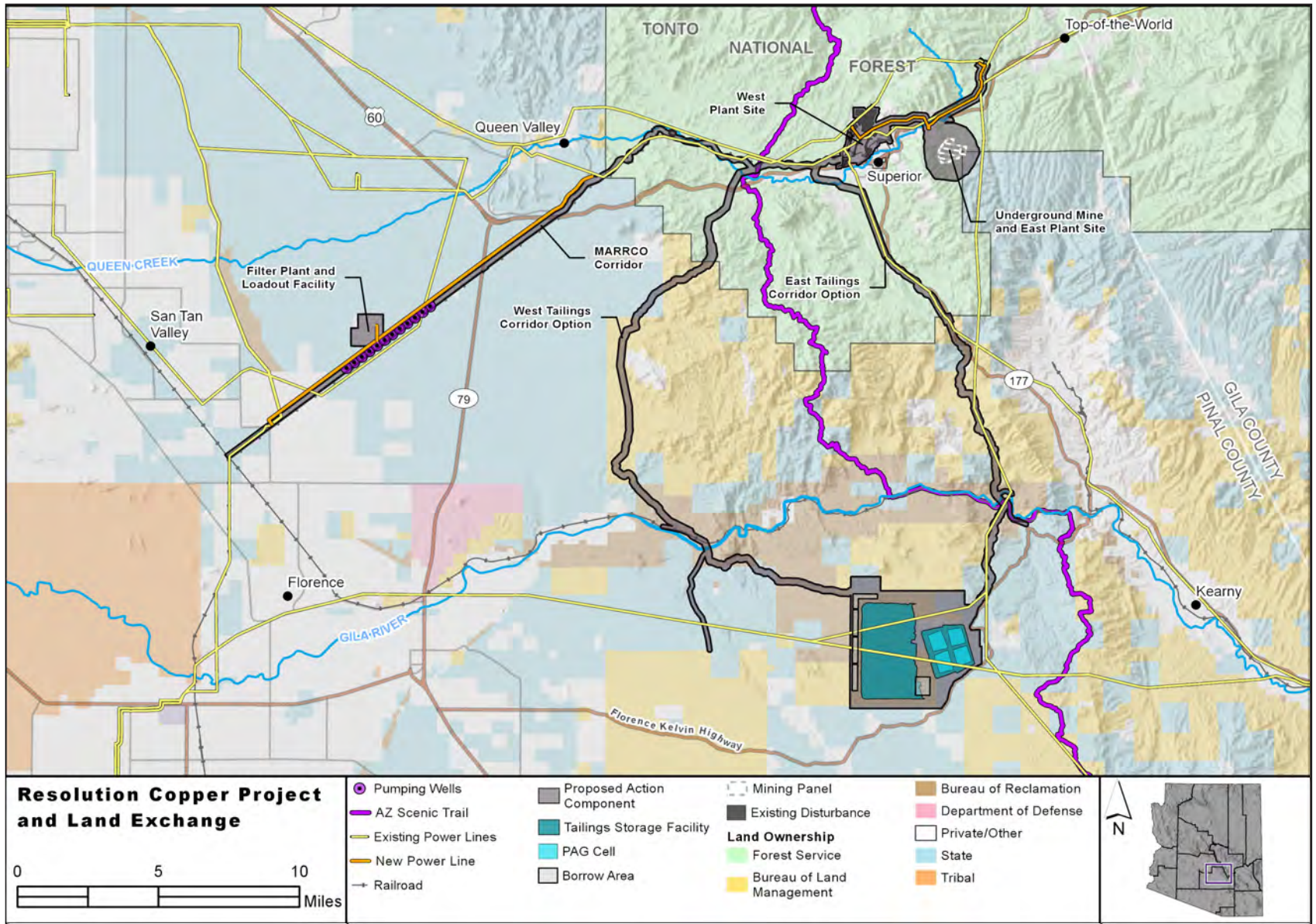


Figure ES-6. Alternative 5 – Peg Leg

ES-2.6 Alternative 6 – Skunk Camp

Preferred Alternative

The Forest Service has identified Alternative 6 (Skunk Camp) – North Option as the Lead Agency’s preferred alternative and seeks public feedback during the 90-day comment period regarding this choice.

The north option for tailings conveyance is the preferred route in the DEIS. Development of this alternative centered on three components:

- Its location is largely isolated from human residences and other infrastructure.
- It is adjacent to an existing mine (Ray Mine).
- Its location enables use of cross-valley embankments, requiring less fill to retain tailings, compared with a ring-like impoundment. This, in turn, simplifies construction and operations.

As with other alternatives, Alternative 6 would include a split-stream tailings processing method with two tailings types:

- NPAG tailings
- PAG tailings

Two options are analyzed for tailings conveyance from the West Plant Site. Only one option would be selected for use to transport the tailings slurry streams to the Skunk Camp tailings storage facility. The north option is approximately 20 miles long, whereas the south option is approximately 25 miles long.

NPAG tailings would be cycloned to produce embankment fill with cycloned overflow—the finer particles—thickened at the tailings

Alternative 6 Facility Details

Ownership	Private land; Arizona State Land Department
Tailings facility footprint	4,000 acres
Area excluded from public access during operations	8,600 acres
Embankment height	490 feet
Embankment length	3 miles
Tailings type	Slurry

storage facility before discharge into the impoundment. PAG tailings would be deposited in two separate cells, behind a separate cycloned sand downstream-type embankment, to the north (upstream) end of the facility. Only one cell would be operational at a time, providing for early reclamation of the first cell. The much larger volume of NPAG tailings would be behind its own embankment of compacted cycloned sand and deposited immediately south of (downstream) and adjacent to the PAG tailings.

A suite of engineered seepage controls, including engineered low-permeability liners, compacted fine tailings, and/or a “grouting” process to seal ground fractures, would provide a low-permeability layer to limit and control seepage. A seepage collection pond also would be placed downstream. Figure ES-7 provides an overview of Alternative 6.

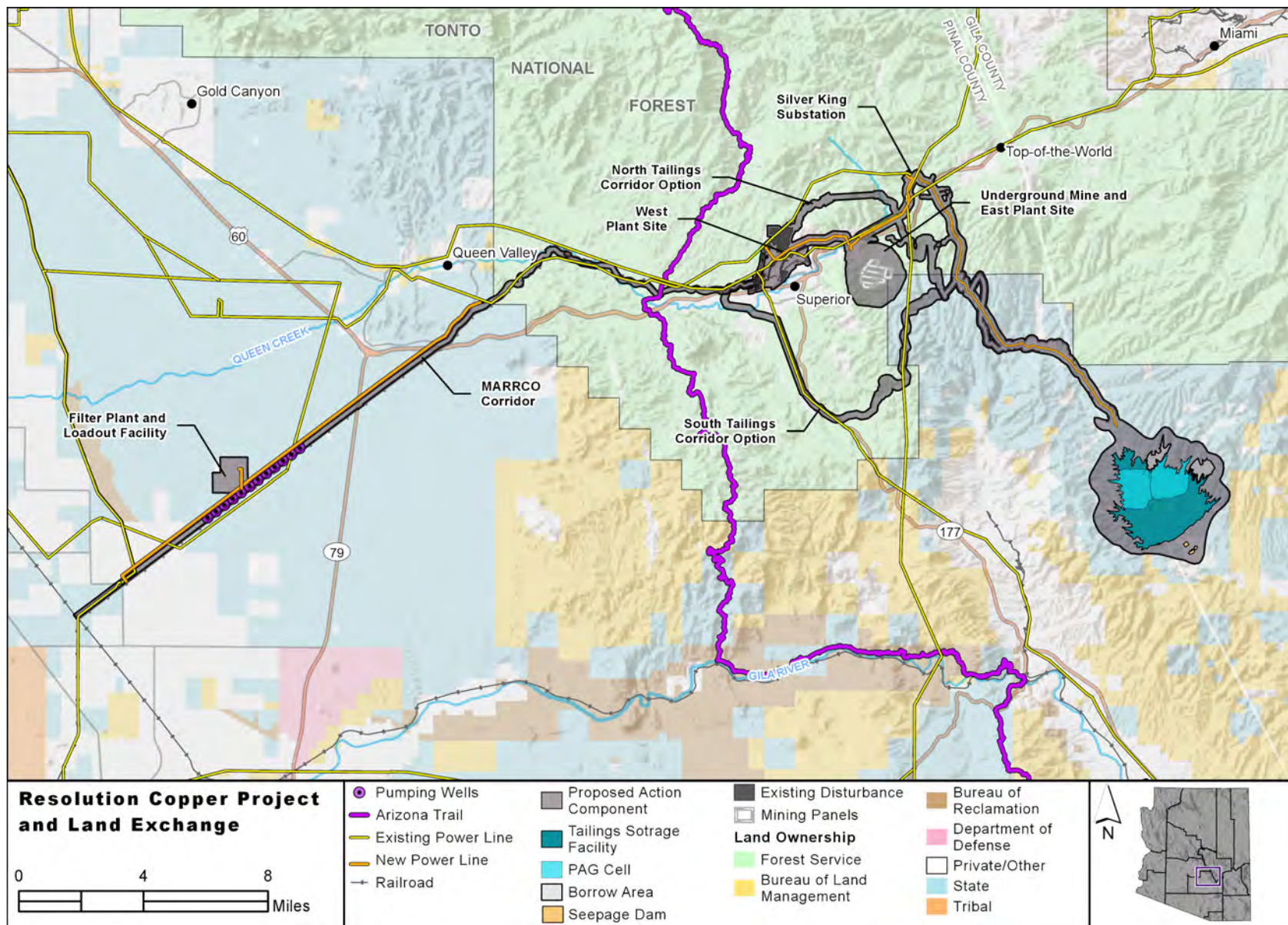


Figure ES-7. Alternative 6 – Skunk Camp (preferred alternative)

ES-3 SUMMARY OF IMPACTS

ES-3.1 Introduction

Information in chapter 3 of the DEIS describes the natural and human environment that may be affected by the proposed action and its alternatives and discloses the direct, indirect, and cumulative impacts that could occur as a result of implementation of the proposed action or alternatives. The effects of the legislated land exchange are also disclosed in the DEIS. Forest Service management regulations would no longer apply on 2,422 acres of the Oak Flat Federal Parcel transferred to Resolution Copper. Approximately 5,376 acres would transfer from private ownership to Federal ownership and regulations.

ES-3.2 Geology, Minerals, and Subsidence

This section describes known geological characteristics at each of the major facilities of the proposed mine—including alternative tailings storage locations—and how the development of the project may impact existing cave and karst features, paleontological resources, area seismicity, and unpatented mining claims. It also outlines subsidence impacts that would result from Resolution Copper’s plans to extract the ore from below the deposit using a mining technique known as “block caving” or “panel caving.” The analysis concludes the following:

- The subsidence crater at the Oak Flat Federal Parcel would break through at mine year 6, would be between 800 and 1,115 feet deep, and would be about 1.8 miles in diameter.
- No damage is expected to Apache Leap, Devil’s Canyon, or U.S. Route 60 because of the subsidence. The mine is also unlikely to induce seismic activity that would cause damage.
- Some unpatented mining claims not belonging to Resolution Copper are located within the project footprint, and access to these claims may be inhibited.

ES-3.3 Soils and Vegetation

This section explains how the proposed mine would disturb large areas of ground and potentially destroy native vegetation, including species given special status by the Forest Service, and encourage noxious or invasive weeds. The analysis concludes the following:

- Between 10,000 and 17,500 acres of soil and vegetation would be disturbed by the project.
- Revegetation success in these desert ecosystems is demonstrated. However, impacts to soil health and productivity may last centuries to millennia, and the ecosystem may not meet desired future conditions. The habitat may be suitable for generalist wildlife and plant species, but rare plants and wildlife with specific habitat requirements are unlikely to return.
- Arizona hedgehog cactus (endangered) may be impacted during operations at the East Plant Site and by ground subsidence. The pipeline corridors associated with Alternative 5 would impact critical habitat for acuña cactus (endangered).
- Reclamation of disturbed areas would decrease but not eliminate the likelihood of noxious weeds becoming established or spreading.

ES-3.4 Noise and Vibration

This section provides a detailed analysis of estimated impacts from noise and vibration under the GPO-proposed mine plan and each of the alternatives. The analysis concludes the following:

- Noise impacts were modeled for 15 sensitive receptors representing residential, recreation, and conservation land uses. Under most conditions, predicted noise and vibration during construction and operations, for both blasting and non-blasting activities, at sensitive receptors are below thresholds of concern; rural character would not change due to noise.

- One exception is that noise along Dripping Springs Road (Alternative 6) is above thresholds of concern; however, mitigation to change the access road would remedy this. After mitigation, no unavoidable adverse impacts are anticipated from noise or vibration from any alternative.

ES-3.5 Transportation and Access

This section discusses how the proposed Resolution Copper Mine would increase traffic on local roads and highways and likely alter local and regional traffic patterns and levels of service. This section also examines NFS road closures, along with accelerated deterioration of local roadways as a result of increased use. The analysis concludes the following:

- Approximately 6.9 miles of NFS roads are expected to be decommissioned or lost from the East Plant Site, West Plant Site, or subsidence area.
- An additional 21.7 miles of NFS roads would be lost as a result of the Alternative 2 and 3 tailings storage facility, and 17.7 miles of NFS roads would be lost as a result of the Alternative 4 tailings storage facility. Approximately 29 miles of BLM inventoried roads would be lost as a result of the Alternative 5 tailings storage facility. The Alternative 6 tailings storage facility would impact only about 7 miles of private roads.
- NFS roads lost to the subsidence area provide access to areas that include Apache Leap and Devil's Canyon; access would still be available to these areas but would require using routes that are not as direct or convenient. Alternative 4 would also change access to the highlands north of Superior, as well as to private inholdings in the Tonto National Forest.

ES-3.6 Air Quality

This section analyzes potential impacts from an increase in dust, wind-borne particulates, and transportation-related emissions as a result of construction, mining, and reclamation activities at the mine and along transportation and utility corridors. The analysis concludes the following:

- Neither daily nor annual maximum impacts for fugitive dust (PM_{2.5} and PM₁₀) would exceed established air quality thresholds.
- None of the predicted results are anticipated to exceed the National Ambient Air Quality Standards (NAAQS) at the project fence line (where public access is excluded).
- Impacts on air quality-related values (deposition and visibility) at Class 1 and other sensitive areas would be within acceptable levels.

ES-3.7 Water Resources

This section analyzes how the Resolution Copper Project could affect water availability and quality in three key areas: groundwater quantity and groundwater-dependent ecosystems (GDEs); groundwater and surface water quality; and surface water quantity. The analysis concludes the following:

- Between 14 and 16 GDEs are anticipated to be impacted: six of these are springs that are anticipated to be impacted by groundwater drawdown under the no action alternative as a result of ongoing dewatering by Resolution Copper; when block-caving occurs, groundwater impacts expand to overlying aquifers, and two more springs are impacted; direct disturbance within the project footprint would impact another two to five springs; and, depending on the alternative, GDEs associated with Queen Creek, Devil's Canyon, and the Gila River would

be impacted as a result of reductions in surface runoff. The loss of water would be mitigated for some GDEs, but impacts to the natural setting would remain.

- Groundwater supplies in Superior and Top-of-the-World could be impacted by groundwater drawdown but would be replaced through mitigation.
- Over the mine life, 87,000 acre-feet of water would be pumped from the mine, and between 180,000 and 590,000 acre-feet of makeup water would be pumped from the Desert Wellfield in the East Salt River valley. Alternative 4, which uses filtered (dry-stack) tailings, requires the least amount of makeup water. The wellfield pumping would incrementally contribute to the lowering of groundwater levels and cumulatively reduce overall groundwater availability in the area.
- After closure, the reflooded block-cave zone could have poor water quality; however, a lake in the subsidence crater is not anticipated, and no other exposure pathways exist for this water.
- Stormwater runoff could have poor water quality, but no stormwater contacting tailings or facilities would be released during operations or post-closure until reclamation is successful.
- All of the tailings facilities would lose seepage with poor water quality to the environment, and all are dependent on a suite of engineered seepage controls to reduce this lost seepage. Modeling indicates that seepage from Alternatives 2 and 4 would result in water quality problems in Queen Creek; Alternative 3 would not, but requires highly efficient seepage control to achieve this (99.5 percent capture). Seepage from Alternatives 5 and 6 does not result in any anticipated water quality problems; these alternatives also have substantial opportunity for additional seepage controls if needed.
- There would be a reduction in average annual runoff as a result of the capturing of precipitation by the subsidence crater and tailings facilities, varying by alternative: 3.5 percent at the mouth of Devil's Canyon, between 6.5 and 8.9 percent in Queen

Creek at Whitlow Ranch Dam, and between 0.2 and 0.5 percent in the Gila River. Alternative 4 also would result in an almost 20 percent loss of flow in Queen Creek at Boyce Thompson Arboretum.

- Under the Clean Water Act, Alternatives 2, 3, and 4 impact zero acres of jurisdictional waters, based on a decision by the USACE that no such waters exist above Whitlow Ranch Dam. Alternative 5 impacts about 180 acres, and Alternative 6 impacts about 120 acres of potentially jurisdictional waters.

ES-3.8 Wildlife and Special Status Wildlife Species

This section describes how impacts to wildlife can occur from habitat loss and fragmentation, as well as from artificial lighting, noise, vibration, traffic, loss of water sources, or changes in air or water quality. The analysis concludes the following:

- Habitat would be impacted in the analysis area for 50 special status wildlife species. General impacts include a high probability of mortality or injury with vehicles or from grading, increased stress due to noise, vibration, and artificial light, and changes in cover. Changes in behavior include changes in foraging efficiency and success, changes in reproductive success, changes in growth rates of young, changes in predator-prey relationships, increased movement, and increased roadkill.
- There would be loss and fragmentation of movement and dispersal habitats from the subsidence area and tailings storage facility. Ground-clearing and consequent fragmentation of habitat blocks for other mine-related facilities would also inhibit wildlife movement and increase edge effects.
- For Tonto National Forest and BLM sensitive wildlife species, the proposed project may adversely impact individuals but is not likely to result in a loss of viability in the analysis area,

nor is it likely to cause a trend toward Federal listing of these species as threatened or endangered.

- Western yellow-billed cuckoo (endangered) could be impacted by general removal of vegetation and increased activity. The potential changes in stream flow and associated riparian vegetation along Devil's Canyon are specific concerns.
- Southwestern willow flycatcher (endangered) could be impacted by pipeline crossings of the Gila River under Alternative 5, including removal of vegetation and increased activity.
- Critical habitat for Gila chub occurs in Mineral Creek above Devil's Canyon. However, no individuals have been identified here during surveys, and this area is not expected to be impacted by groundwater drawdown.

ES-3.9 Recreation

This section quantifies, when possible, anticipated changes to some of the area's natural features and recreational opportunities as a result of infrastructure development related to the project. The analysis concludes the following:

- Public access would be eliminated permanently on 4,900 to 10,800 acres. Alternatives 2, 3, and 4 would result in 4,900 to 5,700 acres of access lost on Tonto National Forest land. Alternative 5 would primarily impact access to 10,800 acres of BLM land, and Alternative 6 would primarily impact access to 10,100 acres, of which 7,700 is Arizona State land.
- There would be changes to the recreation opportunity spectrum acres within the Globe Ranger District, ranging from 13 to 17 percent of semi-primitive non-motorized, 16 to 17 percent of semi-primitive motorized, and 5 to 7 percent of roaded natural.

- Visitors to the Superstition Wilderness, Picketpost Mountain, and Apache Leap would have foreground and background views of the tailings facilities from trails and overlooks, and the recreation setting from certain site-specific views could change. Three miles of the Arizona Trail would be impacted by Alternative 4 and require rerouting, whereas pipeline corridor crossings for Alternatives 2 and 5 would impact the trail.
- The exchange of the Oak Flat Federal Parcel would remove world-recognized rock climbing areas from public access, as well as Oak Flat Campground. Both of these would be partially mitigated by replacement areas.
- The number of Arizona hunting permits that are issued in individual Game Management Units would not change as a result of implementation of any of the action alternatives.

ES-3.10 Public Health and Safety

This section addresses three areas of interest: tailings embankment safety, fire risks, and the potential for releases or public exposure to hazardous materials. The analysis concludes the following:

- The risk of embankment failure for all alternatives would be minimized by required adherence to Federal and Arizona design standards and by applicant-committed environmental protection measures.
- The consequences of a catastrophic failure and the downstream flow of tailings would include possible loss of life and limb, destruction of property, displacement of large downstream populations, disruption of the Arizona economy, contamination of soils and water, and risk to water supplies and key water

infrastructure like the CAP canal. The highest population is downstream of Alternative 2.

- All alternative designs are built to the same safety standards, but they have inherent differences in their resilience when unexpected events or upsets happen. Alternatives 2 and 3 are the least resilient because they use modified-centerline embankments, have long (10-mile) freestanding embankments, and do not use separately contained PAG storage cells. Alternative 6 is the most resilient, using a centerline embankment that is only 3 miles long and anchored on each side, with separate PAG storage cells using downstream embankments.
- Alternative 4, using filtered (dry-stack) tailings, would have the fewest consequences if a failure occurred, collapsing as a slump or landslide, and impacting the local vicinity only.
- With respect to other public safety risks, the risk of inadvertent ignition and resulting wildland fire is considered quite low. However, Alternative 4 includes areas classified with shrub fuels that burn with high intensity in the event of an ignition. As Mine Safety and Health Administration and other regulations and standards govern the transport and storage of explosives and hazardous chemicals, risks of spills or releases are therefore considered possible, but unlikely, with appropriate response plans in place.

ES-3.11 Scenic Resources

This section addresses the existing conditions of scenic resources (including dark skies) in the area of the proposed action and alternatives. It also addresses the potential changes to those conditions from construction and operation of the proposed project. The analysis concludes the following:

- All tailings facilities would be visible from long distances, and the change in contrast caused by land disturbance and vegetation removal, dust, and equipment would strongly impact viewers, including recreationists on scenic highways.
- Alternatives 2 and 3 would impact Arizona Trail users and off-highway vehicle users, as would Alternative 4. Alternative 4 would be the tallest facility when viewed (1,000 feet in height); it would dominate the scene and be viewable from sensitive locations (like Picketpost Mountain). Alternative 5 would also be highly visible and would impact Arizona Trail and off-highway vehicle users. Alternative 6 would be visible from within the valley of Dripping Spring Wash but otherwise would not be as visible on the landscape as the other alternatives.

ES-3.12 Cultural Resources

This section analyzes potential impacts on all known cultural resources within the project area. The analysis concludes the following:

- The NRHP-listed *Chi'chil Bildagoteel* Historic District TCP would be directly and permanently damaged by the subsidence area at the Oak Flat Federal Parcel.
- All alternative areas would have 100 percent pedestrian surveys; the majority of surveys have been completed. From surveyed areas, the number of NRHP-eligible sites are as follows: Alternatives 2 and 3 (101 sites); Alternative 4 (122 sites); Alternative 5 (114–125 sites, depending on pipeline route); and Alternative 6 (318–343 sites, depending on pipeline route).
- Additional sites would be directly impacted but have undetermined eligibility, would be indirectly impacted, or are within a 6-mile buffer area and would be impacted by the change in the landscape as a result of the proposed mine.

ES-3.13 Socioeconomics

This section examines the social and economic impacts on the quality of life for neighboring communities near the proposed mine. The analysis concludes the following:

- On average, the mine is projected to directly employ 1,500 workers, pay about \$134 million per year in total employee compensation, and purchase about \$546 million per year in goods and services. Including direct and multiplier effects, the proposed mine is projected to increase average annual economic value added in Arizona by about \$1 billion.
- The proposed mine is projected to generate an average of between \$88 and \$113 million per year in State and local tax revenues and would also produce substantial revenues for the Federal Government, estimated at more than \$200 million per year. There would be a loss of hunting revenue as a result of the tailings storage facilities; the loss would be highest in the Superior area with Alternatives 2, 3, and 4.
- Construction and operations of the proposed mine could affect costs for both the Town of Superior and Pinal County to maintain street and road networks. A number of agreements between Resolution Copper and the Town of Superior would offset impacts to quality of life, education, and emergency services.
- Property values are expected to decline in close proximity to the tailings storage facilities.

ES-3.14 Tribal Values and Concerns

This section discusses the high potential for the proposed mine to directly, adversely, and permanently affect numerous cultural artifacts, sacred seeps and springs, traditional ceremonial areas, resource gathering localities, burial locations, and other places and experiences of high spiritual and other value to tribal members.

- Development of the Resolution Copper Mine would directly and permanently damage the NRHP-listed *Chi'chil Bildagoteel* Historic District TCP. One or more Emory oak groves at Oak Flat, used by tribal members for acorn collecting, would likely be lost. Other unspecified mineral or plant collecting locations and culturally important landscapes are also likely to be affected.
- Between 14 and 16 GDEs, mostly sacred springs, would be anticipated to be impacted by dewatering. Although mitigation would replace water, impacts would remain to the natural setting of these places.
- Burials are likely to be impacted; the numbers and locations of burials would not be known until such sites are detected as a result of project-related activities.

ES-3.15 Environmental Justice

This section examines issues in the context of the Resolution Copper Project and Land Exchange that have the potential to harm vulnerable or disadvantaged communities. The analysis concludes the following:

- There are five environmental justice communities in the area, as well as Native American communities, that would be impacted by cultural impacts described above. Economic effects from the mine would be most apparent in the town of Superior (an environmental justice community). Housing shortages, pressure on municipal services and schools, and price increases would potentially adversely affect low-income and minority individuals.

ES-3.16 Livestock and Grazing

This section discloses the impacts to currently authorized livestock grazing on lands managed by the Forest Service, BLM, or Arizona State

Land Department that are located within the project area. The analysis concludes the following:

- There would be a reduction in available allotment acreage (BLM, Forest Service, and Arizona State land) ranging from 7,500 to 16,000 acres and a proportional reduction in livestock capacity from 1,300 to 5,300 animal-unit months. The water sources and grazing infrastructure associated with these allotment areas would also be lost.

ES-3.17 Impact Avoidance, Minimization, and Mitigation

The DEIS serves in part to inform the public and review agencies of design features, best management practices, and mitigation measures that are included with the project to reduce or avoid impacts. The Forest Service views these elements as part of the project and considers Resolution Copper’s proposed mitigation measures, described in appendix J of the DEIS, as inherent to the proposed alternative, as well as other action alternatives’ applicable components.

To the extent possible, these measures, including any potential impacts associated with these measures, were considered when assessing the impacts of the project on the resources. Where there is insufficient detail to determine whether an impact can be avoided or minimized, the measure cannot be incorporated into the impact analysis but serves to inform the public of Resolution Copper’s plans.

Additional mitigation measures identified or recommended to date during the NEPA process have been compiled and would be considered by the Forest Service and cooperating agencies as part of their permit decisions to further minimize project impacts. This list will be updated after public review of the DEIS for a comprehensive list of all measures identified during the NEPA process.

All measures will be assessed with the goal of disclosing the likelihood that the measures would be adopted by the applicant or implemented

as a condition in a State, Federal, or local permit by the responsible agencies as part of their permit decisions following completion of the NEPA process. Specific mitigation conditions would be determined following completion of the environmental review and would be included in the record of decision for any permit that may be issued.

Compensatory mitigation for unavoidable impacts to aquatic resources may be required to ensure that activities requiring a permit comply with 404(b)(1) guidelines. Compensatory mitigation is the restoration (reestablishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources to offset unavoidable adverse impacts.

Resolution Copper has developed a draft Conceptual Compensatory Mitigation Plan outlining its proposed approach for compensatory mitigation. The draft Conceptual Compensatory Mitigation Plan would be amended in the future to include proposed mitigation plans. In addition, Resolution Copper proposes to use monitoring measures through construction, operation, and closure of the project to assess predicted project impacts and the effectiveness of mitigation measures.

The draft Conceptual Compensatory Mitigation Plan submitted to the USACE by Resolution Copper is included in the EIS as appendix D.

ES-4 DEIS APPENDICES

The final section of the DEIS provides detailed information on 15 subjects. These appendices are as follows:

- Appendix A: Section 3003 of the NDAA
- Appendix B: Existing Conditions of Offered Lands
- Appendix C: Draft Practicability Analysis in Support of Clean Water Act 404(B)(1) Alternatives Analysis
- Appendix D: Draft Resolution Copper Project Clean Water Act Section 404 Conceptual Compensatory Mitigation Plan
- Appendix E: Alternatives Impact Summary

- Appendix F: Alternatives Considered but Dismissed from Detailed Analysis
- Appendix G: Further Details of East Plant Site, West Plant Site, MARRCO Corridor, and Filter Plant and Loadout Facility Infrastructure
- Appendix H: Further Details of Mine Water Balance and Use
- Appendix I: Summary of Effects of the Land Exchange
- Appendix J: Mitigation and Monitoring Plan
- Appendix K: Summary of Content of Resource Analysis Process Memoranda
- Appendix L: Detailed Hydrographs Describing Impacts on Groundwater-Dependent Ecosystems
- Appendix M: Water Quality Modeling Results for Constituents of Concern
- Appendix N: Summary of Existing Groundwater and Surface Water Quality
- Appendix O: Draft Programmatic Agreement Regarding Compliance with the NHPA on the Resolution Copper Project and Southeast Arizona Land Exchange

ARF-5725

Regular Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted For: Jacque Sanders, Deputy County Manager/Librarian

Submitted By: Sherry Grice, Management Associate

Department: County Manager

Information

Request/Subject

Provide Comments Regarding Draft Record of Decision and Final Supplemental Environmental Impact Statement (SEIS) for Tonto National Forest Travel Management.

Background Information

On February 26, 2013, the Board of Supervisors approved submitting comments in response to a Tonto National Forest Motorized Travel Management Scoping Letter including proposed action for an Environmental Impact Statement (EIS). This process was initiated in 2007 to comply with travel management regulations, and began as an Environmental Assessment. In 2012, it was determined that the level of significance had reached a point that an EIS would be more appropriate. The Tonto National Forest released the Draft Environmental Impact Statement in June 2014 for a 45-day comment period. Forest Supervisor Neil Bosworth extended the comment period an additional 30 days, with a new deadline of September 17, 2014.

On September 16, 2014, the Board of Supervisors approved submitting its official comments regarding the Draft Environmental Impact Statement for Travel Management for the Tonto National Forest.

Evaluation

On October 4, 2019, the Tonto National Forest released a draft decision on the Travel Management Project to designate a series of roads, trails, and areas for motorized use, as well as prohibit general cross-country travel.

This decision comes after a multi-year planning process that included extensive public participation and review of more than 5,000 miles of roads and trails. During this time, the Tonto National Forest has provided a number of proposals for a designated road and trail system to

the public for review and comment. These public comments were used to develop a comprehensive analysis called the final Supplemental Environmental Impact Statement, on which the recent Travel Management draft decision was based.

This decision provides a starting point for management of motor vehicle use on the Tonto National Forest in compliance with the Final Travel Management Rule. The Final Rule, established in 2005, directs each forest to provide for appropriate motorized access and motorized recreation opportunities while protecting important forest resources and non-motorized recreation opportunities.

Conclusion

The preferred alternative (C), with some minor changes, was chosen for the decision. That decision designated 1,380 miles of roads open to public use. Another 2,179 miles of motorized trails for full-sized vehicles, 21 miles of motorized trails for vehicles less than 60 inches wide, and 110 miles of single-track motorized trails were also designated for public use, for a total of 3,690 miles of routes designated as open to the public. In addition, the draft decision designated eight off-highway vehicle areas, three permit zones, and a corridor of one mile on each side of all designated roads and motorized trails for motorized big game retrieval for elk and bear. Motor vehicle use for dispersed camping was designated for 91 miles of full-size motorized trails to access the inventoried, existing dispersed camping sites on the Forest.

In addition, the draft decision designated eight off-highway vehicle areas, three permit zones, and a corridor of one mile on each side of all designated roads and motorized trails for motorized big game retrieval for elk and bear. Motor vehicle use for dispersed camping was designated for 91 miles of full-size motorized trails to access the inventoried, existing dispersed camping sites on the Forest.

Thirteen objections were received and reviewed by the Southwestern Regional Office to determine if the analysis and disclosure included in the final environmental impact statement adequately addressed the objections raised. The regional office determined that additional work was needed for some of the issues raised to show compliance with laws and regulations, and to be responsive to individual route concerns identified during the objection process. The supplemental environmental impact statement (SEIS) incorporates new information and provides additional clarification of the previous analysis.

Recommendation

Staff recommends that the Board of Supervisors issue official comments regarding the Draft Record of Decision and Final Supplemental Environmental Impact Statement for Tonto National Forest Travel Management.

Suggested Motion

Information/Discussion/Action to consider issuing official comments from the Board of Supervisors regarding the Draft Record of Decision and Final Supplemental Environmental Impact Statement for Tonto National Forest Travel Management. **(Jacque Sanders)**

Attachments

BOS Comments on Draft ROD & Final SEIS for TNF Travel Mgmt.
News Release - TNF Travel Mgmt Supplemental Draft Decision
EIS Executive Summary Travel Management on TNF Final

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
mshppard@gilacountyaz.gov

October 16, 2019

Mr. Neil Bosworth, Forest Supervisor
Tonto National Forest
2324 East McDowell Road
Phoenix, AZ 85006

RE: Comments on Draft Record of Decision and Final Supplemental Environmental Impact Statement (SEIS) for Tonto National Forest Travel Management

Dear Forest Supervisor Bosworth:

We first want to thank you for the tremendous amount of work that went into the above referenced document and the opportunity to provide comments.

Gila County supports alternative C with the below clarifications:

Alternative C pages 24 and 25:

We object to the proposed motorized access of a corridor of 300 feet on both sides of designated roads and motorized trails for personal use fuelwood gathering in permitted areas. This limitation would cause an undue hardship on constituents that rely on wood harvesting for their winter fuel. Gila County proposes that the motorized access of up to 1 mile on both sides of designated roads for fuelwood be the same as for the retrieval of legally harvested elk and bear. We feel that a one-mile corridor for wood harvesters would not conflict with wildlife habitat or cultural resources.

Implementation Section pages 32, 33 and 34:

Gila County supports the Forest Service decision to reconsider the designation of FS Road 203 and FS Road 393 upon the re-designation of the Wilderness Boundaries or as otherwise authorized by Congressional action. In addition, Gila County wants to include the 487 Road access to Aztec Peak for the essential county services that include routine maintenance of the repeater site. It is imperative that the repeater be maintained for public safety and first responder purposes. Further, this would also include

maintenance of the Forest Service look-out tower which is essential to our county constituents for early fire detection.

Additionally, we fully support the decision to commit to additional motorized route planning and making changes to motorized use management through the National Environmental Policy Act to continue improving Tonto National Forest access and motorized recreation and protecting Tonto National Forest resources for current and future generations.

The Gila County Board of Supervisors thanks you for the opportunity to comment and requests to be kept informed and included in the process moving forward.

Respectfully submitted,

Woody Cline
Chairman, Gila County Board of Supervisors



U.S. Forest Service
Tonto National Forest
2324 East McDowell Road
Phoenix, AZ 85006
602-225-5200
www.fs.usda.gov/tonto
Twitter: [@TontoForest](https://twitter.com/TontoForest)

News Release

Media Contact: Carrie Templin
602-225-5290



Tonto National Forest Releases Travel Management Supplemental Draft Decision

PHOENIX, October 4, 2019—For Immediate Release. The Tonto National Forest released a draft decision on the Travel Management Project today, to designate a series of roads, trails, and areas for motorized use, as well as prohibit general cross-country travel.

This decision comes after a multi-year planning process that included extensive public participation and review of more than 5,000 miles of roads and trails. During this time, the Tonto National Forest has provided a number of proposals for a designated road and trail system to the public for review and comment. These public comments were used to develop a comprehensive analysis called the final Supplemental Environmental Impact Statement, on which the recent Travel Management draft decision was based.

This decision provides a starting point for management of motor vehicle use on the Tonto National Forest in compliance with the Final Travel Management Rule. The Final Rule, established in 2005, directs each forest to provide for appropriate motorized access and motorized recreation opportunities while protecting important forest resources and non-motorized recreation opportunities.

Today's release of the draft decision is subject to the predecisional objection process described in *36 CFR Part 218, Subparts A and B*. Objections must be filed within 45 days of the publication of the legal notice announcing the draft decision in the *Arizona Capitol Times*. Objections will be accepted by those who have previously submitted timely comments during any designated comment period. A decision will not be made until the objection process is complete.

The Draft Record of Decision and Final Supplemental Environmental Impact Statement for the Tonto National Forest Travel Management Project are now available online at: <http://data.ecosystem-management.org/nepaweb/fs-usda-pop.php?project=28967> For questions, or additional information, contact Greg Schuster, Travel Management Team Lead, at 602-225-5362 or via e-mail at gregory.schuster@usda.gov.

Travel Management on the Tonto National Forest

Final Environmental Impact Statement

Final Supplemental Environmental Impact Statement Executive Summary

Project History

In compliance with the 2005 Travel Management Rule, the Tonto National Forest released a final environmental impact statement and draft record of decision on June 7, 2016 to designate a forest-wide system of roads, trails, areas, and fixed corridors where motorized travel will be allowed. Currently, cross-county travel is prohibited on four of the six ranger districts, and public motorized use occurs on approximately 5,500 miles of system roads and unauthorized routes.

The preferred alternative (C), with some minor changes, was chosen for the decision. That decision designated 1,380 miles of roads open to public use. Another 2,179 miles of motorized trails for full-sized vehicles, 21 miles of motorized trails for vehicles less than 60 inches wide, and 110 miles of single-track motorized trails were also designated for public use, for a total of 3,690 miles of routes designated as open to the public.

In addition, the draft decision designated eight off-highway vehicle areas, three permit zones, and a corridor of one mile on each side of all designated roads and motorized trails for motorized big game retrieval for elk and bear. Motor vehicle use for dispersed camping was designated for 91 miles of full-size motorized trails to access the inventoried, existing dispersed camping sites on the Forest.

Objection and Additional Analysis

Thirteen objections were received and reviewed by the Southwestern Regional Office to determine if the analysis and disclosure included in the final environmental impact statement adequately addressed the objections raised. The regional office determined that additional work was needed for some of the issues raised to show compliance with laws and regulations, and to be responsive to individual route concerns identified during the objection process.

The supplemental environmental impact statement (SEIS) incorporates new information and provides additional clarification of the previous analysis. The analysis in the document focuses on the following areas identified by the regional office review:

- Compliance with the Travel Management Rule, including clarifying route designations and additional analysis for the criteria to minimize resource impacts of motorized trails and areas
- Objections regarding designations of specific route segments and areas
- Analysis of the impact of motorized travel on designated and eligible Wild and Scenic Rivers
- The recommended minimum road system resulting from the travel analysis process (36 CFR 212 Subpart A) completed in 2011
- Compliance with the Clean Air Act
- Compliance with the National Forest Management Act for changes to recreation opportunity spectrum classes

Purpose of the Document

The scope and intent of the supplemental environmental impact statement is solely to address those issues raised in objections which the review found were not adequately addressed in the final environmental impact statement. The intent is not to revisit those parts of the FEIS that were not included in objections, or were included, but were deemed to have been adequately addressed in the final environmental impact statement.

Four alternatives were analyzed in the final environmental impact statement. Alternative C remains the preferred alternative. Where applicable, objection issues were analyzed for all alternatives, but some issues only apply to alternative C.

The final and supplemental environmental impact statements and all supporting documents are available [here](#).

Issues Analyzed in the Supplemental Environmental Impact Statement

Lack of clarity in route numbers and designations

As the largest national forest in the continental United States, providing adequate maps to show designations for the draft record of decision was challenging. A number of objectors were unclear as to the designations being made, or even the route numbers. The review found that the public could not adequately determine the decision being made.

We have designed an interactive, web-based “story map” that allows the user to zoom in to identify every route number and the associated designation under alternative C, as modified by the draft record of decision and the resolution of route-specific objections. That map is available online here: <http://www.fs.usda.gov/goto/tontoTMP>.

Analysis of environmental effects resulting from changes to the recreation opportunity spectrum classifications in the forest plan

The regional objections review found that the environmental effects of the proposed change in ROS classification need to be enumerated. We have clarified that the environmental effects of changes in the recreation opportunity spectrum are identical to the environmental effects of travel management planning for all resources and further clarified that changes between overall motorized acres and non-motorized are less than two percent. In fact, non-motorized acreage increases slightly.

Travel analysis process (36 CFR 212 Subpart A) as basis for travel management planning (Subpart B)

Forest Service policy and guidance (Forest Service Handbook 7709.55-10) specifies that travel analysis under Subpart A should inform decisions related to the designation of roads, trails, and areas for motor vehicle use under Subpart B.

The Forest completed the travel analysis process (TAP) in 2011, as specified in subpart A of the Travel Management Rule. This process is an inventory of all forest roads and an assessment of the environmental risks, in comparison to the public or administrative benefits associated with each route. The result of this inventory is a recommended minimum road system. Rather than using the solely the results of the 2011 TAP in the FEIS, the Forest used another method for assessing the utility of forest roads.

The Forest has revisited the information from the 2011 travel analysis process and is relying on those detailed, route-specific assessments in reconsidering route designations. We have provided display maps on the Forest's travel management website of the recommended minimum road system resulting from the 2011 TAP for each ranger district, along with tables that summarize the findings for each route.

In addition, we present a forest-wide comparison of designations in the modified alternative C versus the recommendations resulting from the 2011 TAP. We demonstrate that the system of designated open roads corresponds with the recommended minimum road system from the 2011 TAP with 98.7 percent consistency, far greater than any other alternative.

Application of minimization criteria to motorized areas and trails

The review found that the draft ROD does not adequately explain how the minimization criteria were applied to areas and trails. The application of minimization criteria are specified in the Travel Management Rule at 36 CFR 212.55.

Travel management planning on the Tonto National Forest is especially complex, given its size (over 2.8 million acres with approximately 5000 miles of existing motorized roads and trails), and its location next to the fifth largest metropolitan area in the U.S. With a population of 4.8 million people within an hour's drive of the forest, the overall balancing of the demand for public use with resource impacts caused by such use is a critical element of travel management planning decisions.

In addition to a review of route-specific and landscape minimization assessment previously applied, Forest managers desired a transparent, objective, and reproducible assessment for balancing the demand for motorized use with minimizing resource impacts and user conflicts compared holistically across all the alternatives. We employed the tools of structured decision making to evaluate minimization criteria as a method of applying a rigorous and non-biased approach to evaluating the decision. The process involves framing the problem (balancing public access with resource impacts and user conflicts); defining objectives (based on specification in the 2005 Travel Management Rule at 36 CFR 212.55); identifying variables to include in the analytical model (based on analytical data for each of the four alternatives in the FEIS; applying a modified Delphi approach to weight objectives and variables, and then analyze for the optimal solution.

We present a detailed summary of the process, including the resulting analytic model and discussion of the results in the draft SEIS.

Requests to reconsider and/or justify specific route designations

A majority of the objection letters took issue with the designations for specific routes or groups of routes. The review dismissed some of the objections where the Forest had provided adequate rationale for the designation. In cases where the rationale or the designation itself were unclear, the objections were upheld. A total of 130.6 miles of routes were brought forward in objection.

We field-checked many of the routes under objection and provided detailed rationale for the designations. In the course of resolving objections, designations were changed on a total of 25.9 miles of routes. Designations changed from open to closed, as well as closed to open, and some involved only a change of vehicle type (full size to single track, or single track to less than 60

inches). The net change from the draft ROD is an additional 7.1 miles of open routes, or 0.2 percent increase for a total of 3,697 miles.

Analysis of impacts of motorized big game retrieval

An objector took issue with “the lack of information and analysis of site-specific impacts associated with the proposals for motorized big game retrieval.” As per instructions from the regional forester, we have provided additional detail on the lack of site-specificity. Determining where any given hunter may drive to retrieve their game is not possible, and so analysis was conducted over a broad portion of the Forest, in relation to the likely intensity of this action.

Analysis of travel management impacts on designated and eligible wild and scenic rivers

The objection review found that the project record does not contain specific analysis or information that supports the generalized statements about the direct, indirect, and cumulative effects of the project on the impacts to outstandingly remarkable values for designated and eligible wild and scenic rivers on the Forest.

We have provided specific analysis of the direct, indirect, and cumulative effects of the project on the free flow, water quality, outstandingly remarkable values, and classification of the each of the designated and eligible wild and scenic rivers on the Forest, based on baseline conditions at time of designation or determination of eligibility to ensure that the project complies with the Wild and Scenic Rivers Act and Forest Service policy.

We have also included designated and eligible the wild and scenic river corridors, along with routes designated under the modified preferred alternative on the online interactive map.

Analysis of the impacts of travel management on air quality

An objector asserted that the analysis did not adequately address the impacts from motorized vehicle traffic on air quality, and did not include a quantitative assessment of whether or not there will be impacts to National Ambient Air Quality Standards (NAAQS). The review found that the air quality analysis was not adequate in a number of areas.

In order to demonstrate that the federal action meets conformity requirements, the agency must show that:

- (1) the action would not result in an increase in emissions within the nonattainment area;
- (2) the emissions associated with the action occurring within the nonattainment area are below threshold levels (called “*de minimis*” levels);
- (3) are otherwise presumed to conform (based on a list of certain types of activities); or
- (4) are already accounted for within the state implementation plan.

We have completed a new air quality analysis that shows compliance with general conformity requirements and that the emissions related to public travel on the Tonto National Forest are already accounted for in the state inventory and the state implementation plan.

Objection Opportunity and Project Timeline

Along with the final supplemental environmental impact statement, the Tonto National Forest supervisor is releasing a new draft record of decision. A 45-day opportunity to object starts on October 5, 2019, the day after the legal notice for objection is scheduled for publication in the *Arizona Capitol Times*. Objections to the project will only be accepted from those who have previously submitted timely comments regarding these planning efforts during any designated

opportunity for public comment, unless based on information not available during an earlier designated opportunity for public comment (i.e., new information).

Objections received will be reviewed by the Southwestern Regional Forester for validity and content. We anticipate issuing the final record of decision in January 2020.

ARF-5721

Regular Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2020

Budgeted?: Yes

Contract Dates 11-05-19 to 12-31-20

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval to use State Contract No. ADSPO18-207048 with Woodson Engineering for Engineering Design Services.

Background Information

Gila County wishes to make improvements to Caballero Road and Mescalero Road in the Mesa Del Caballo subdivision, which is approximately 2 miles northeast of the Town of Payson. When the roads in the subdivision were originally paved, a cold mix asphalt was used. Both Caballero and Mescalero roads are experiencing continual degradation of the existing asphalt surface. These roads have developed numerous potholes of which County road maintenance crews have had to repair.

The proposed improvements for Caballero and Mescalero include the removal of the existing pavement surface and base material and the installation of a new asphaltic concrete pavement and aggregate base course.

Project plans and specifications will need to be developed as a basis for prospective contractors to be able to bid the proposed construction improvement project.

Woodson Engineering has established a cooperative purchasing contract with the State Procurement Office for on-call engineering services. Gila County is part of the Arizona State Purchasing Cooperative – Procure, AZ

for cooperative purchasing.

Evaluation

Gila County has used the services of Woodson Engineering in the recent past and has developed a good working relationship with them. This past working relationship along with Woodson's engineering knowledge and expertise will play an important role in the successful delivery of this project.

Conclusion

The proposed roadway improvements to Caballero and Mescalero roads will eliminate the current need for routine maintenance by County forces on these roads. The proposed work will also provide an improved driving surface for the users of these roads for several years to come.

The services to be provided by Woodson Engineering will play a critical role in helping Gila County to develop a set of project plans and specifications for bidding out the work for the proposed improvements to these roads.

Recommendation

The Public Works Department Director recommends that the Board approve cooperative purchasing Arizona State Procurement Contract No. ADSPO18-207048 with Woodson Engineering in an amount not to exceed \$56,535.

Suggested Motion

Information/Discussion/Action to approve the use of cooperative purchasing Arizona State Procurement Contract No. ADSPO18-207048 with Woodson Engineering in an amount not to exceed \$56,535 and authorize the Chairman's signature on the award contract. **(Steve Sanders)**

Attachments

Contract Agreement No. ADSPO17-207048

2019.10.03 Civil Eng Services Proposal

Contract Extension ADSPO18-207048

CONTRACT AGREEMENT

Contract Name: Caballero & Mescalero Roads-Engineering Design Services **Contract No.:** ADSP018-207048

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize Woodson Engineering & Surveying, Inc. for the Caballero & Mescalero Roads -Engineering Design Services. All Documents executed by the State of Arizona on Contract No. ADSP018-207048, apply to this procurement between Gila County and Woodson Engineering & Surveying, Inc.

Contract End Date: 12-31-20

Renewal Option: Yes
 No

Maximum Dollar Limit: \$56,535.00

Contract Information

Firm Name: Woodson Engineering & Surveying, Inc. **Contact Person:** Mark Woodson

Address: 124 N. Elden Street **Phone No:** 928-774-4636

City: Flagstaff **State:** AZ **Fax:** _____ **Email:** mark.woodson@woodsoneng.com

Special Notes:
Gila County is part of the Arizona State Purchasing Cooperative, for Cooperative Purchasing. By using the State of Arizona, Procurement Office Contract with Woodson Engineering & Surveying, Inc., it will save the county in both time and money for a rate that has already been established in the State of Arizona Procure bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona Procurement Office,
Cooperative Contract No. ADSP018-207048 for Engineering Design Services - approved this _____ day of _
_____. 2019.

GILA COUNTY BOARD OF SUPERVISORS

Woody Cline, Board of Supervisors

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

The Gila County Attorney's Office

WOODSON

ENGINEERING & SURVEYING, INC.

124 N Elden St, Flagstaff, AZ 86001
(928) 774-4636 | Fax (928) 774-4646

October 3, 2019

Mark Guerena, P.E., R.L.S.
County Engineer
Gila County Public Works Division
Engineering Department
745 N. Rose Mofford Way
Globe, AZ 85501

Re: 119919 Gila County Mesa del Caballo Subdivision
Caballero and Mescalero Road – Proposal

Dear Mark:

Thank you for the opportunity to submit our proposal for the referenced project. We propose to provide the services set forth herein under our contract with the State Procurement Office, Contract No. BPM000842. This project provides for the reconstruction of two roads in the Mesa del Caballo subdivision. The first road being Caballero Road, commencing at Houston Mesa Road on the west to just past Mescalero Road on the east. The second road being Mescalero Road, beginning from Caballero Road on the south to Toya Vista Road on the north. This project will reconstruct the driving surface and extend the life of the roadways while also improving the roadside drainage where feasible.

This proposal is based on email correspondence and phone conversations with you on September 10th and 16th, 2019.

The scope of the project is to provide construction plans, a bid schedule, assist in the preparation of the bid documents necessary to supplement the Gila County standard bidding documents and post design services. It is our understanding that we will deliver these items as one project, with both Caballero and Mescalero Roads in the same set of plans and contract documents. It is our understanding that there will be no public meetings nor any meetings with key stakeholders that will be necessary for this project, including the USFS, Northern Gila County Sanitary District and the Payson Water Company.

The following is our Scope of Services for this project, with our fees indicated by task.

TASK 1 – PROJECT MEETINGS (3 TOTAL) AND ADMINISTRATION

- Woodson Engineering (WE) has had discussions with you to review and develop the project scope. WE will provide a comprehensive proposal for the County to consider.
- WE will prepare a project Schedule from notice to proceed to the end of Task 2.

- WE will provide project management and administration through the completion of Task 2.
- WE will meet on site with County staff for a site visit (timing to be determined through coordination with County staff).
- WE will meet with County staff at key plan levels for review of plans and obtaining comments, assume 2 meetings.

This work will be performed on an hourly basis for a cost NTE of \$5,920 plus reimbursable expenses.

TASK 2 – CONSTRUCTION PLANS AND BID PACKAGE FOR IMPROVEMENTS

- WE will prepare 30% plans including typical and structural sections, geometric control, plan and profile sheets for horizontal and vertical design, general notes, intersection details and typical details. The plans will be submitted to the County for review and comment. WE will attend a comment resolution meeting (noted above) and provide a comment response letter.
- WE will prepare 90% plans with cost estimate for the proposed improvements based on comments received. The plans will be submitted to the County for review and comment. WE will attend a comment resolution meeting (noted above) and provide a comment response letter.
- Based on the comments received, WE will prepare final plans, bid schedule, cost estimate and supplemental specifications for bidding and construction.
- Striping will be shown on the construction plans based on existing conditions, which includes stop bars and striping on Caballero near the intersection of Houston Mesa Road.
- Plans and design will be completed in accordance with the Gila County Roadway Design Standards Manual and ADOT Standard Specifications.
- Plans and design will be based off topographic and boundary survey completed and provided by Gila County. We understand that any additional survey data needed to complete the design will be completed by County staff.
- WE will work with County staff on selecting a proposed Structural Section for each of the roads based on the Geotechnical Report and Pavement Section Recommendations completed by Speedie and Associates, dated September 4, 2019. The proposed pavement may vary in width based on existing conditions and constraints but will generally match existing pavement widths.
- WE will work with County staff to determine if any culverts or other drainage improvements should be completed along the roadways to improve the existing conditions.
- We understand that there are no Federal, State or Forest Service guidelines that need to be adhered to for this project.

This work will be performed on an hourly basis for a cost NTE of \$44,350 plus reimbursable expenses.

TASK 3 – POST DESIGN SERVICES

- We understand that the County will administer, if applicable, the pre-Bid meeting, Bid Opening, Preconstruction Meeting with the Contractor and any weekly contractor/construction meetings. WE will not be attending any of these meetings.
- WE will prepare Bid Addenda as necessary to clarify provisions of the Plans.
- WE will address Requests for Information (RFI) during the construction period. WE will prepare Redline Changes as directed by the County to adjust design components based on field conditions.
 - WE does not anticipate the necessity for any on-site meetings for the purpose of reviewing field conditions, gathering additional information and making revisions to the plans during this phase. Should WE attendance at a field meeting be requested by the County, reimbursement shall be on a per-meeting basis.
- WE will provide As-built drawings after construction is complete based on red lines provided to us by County staff and inspectors.
- WE is not reviewing Contractor submittals such as shop drawings, product data such as materials and mix designs and sampling and testing results and reports under this project scope. The County is responsible for this activity. The County will also complete any and all construction inspection services.

This work will be performed on an hourly basis for a cost NTE of \$3,765 plus reimbursable expenses.

IN SUMMARY

Task 1 Project Meetings and Admin.	\$ 5,920
Task 2 Construction Plans, Bid Package	\$ 44,350
Task 3 Post Design Services	\$ 3,765
Reimbursable Expenses	<u>\$ 2,500</u>
 Total NTE	 \$ 56,535

ADDITIONAL SERVICES: Additional services that may be required or desired during the course of the project but that are not included in the above fee proposal might include the following. Woodson Engineering will work with the CLIENT to coordinate or complete these services on

an as needed basis as directed by the CLIENT. Fees for Additional Services will be completed on a time and materials basis per the attached 2018 Fee Schedule.

Traffic studies, drainage or flood studies.

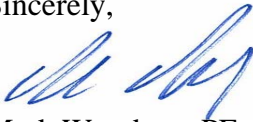
Utility Potholing.

Additional meetings or coordination with stakeholders not mentioned above.

NOT INCLUDED in this fee proposal are any geotechnical services.

Please let me know if you have any questions regarding the above scope and fees. I am available to discuss any aspect of this proposal. Thank you for this opportunity to work with Gila County on this project.

Sincerely,



Mark Woodson, PE, RLS, ENV SP
Principal

c: Grant Evans, Project Manager

WOODSON

ENGINEERING & SURVEYING

124 N. Elden Street • Flagstaff, AZ 86001
(928) 774-4636 • www.woodsoneng.com

2018 FEE SCHEDULE

Fees for services provided will be based on the following rates:

Principal	\$ 195 per hour
Assoc. Principal	\$ 175 per hour
Dept. Mgr/Sr. PM	\$ 160 per hour
Project Manager	\$ 145 per hour
Professional Engineer/Surveyor	\$ 135 per hour
Sr. Designer/Sr. Crew Chief	\$ 120 per hour
Engineer/Surveyor (IT)	\$ 105 per hour
Designer/Sr.Tech/Crew Chief	\$ 105 per hour
Technician/Administrative	\$ 85 per hour
Clerical	\$ 70 per hour
2 Person Survey Crew	\$ 180 per hour
1 Person Survey Crew	\$ 130 per hour
Mileage	Current government rate

Direct expenses including but not limited to; meals and lodging, long distance telephone, faxes, expedited shipping, printing, copying, submittal, review and permitting fees and title reports, will be billed with a 15% markup and are not included in our lump sum or hourly fees unless the contract specifically states that they are included. Hourly Rates for any staff positions not listed are available upon request.

Work required by clients outside of normal business hours will be charged at 1.5 times our regular rates. Expert witness and other services related to litigation or arbitration including preparation and on-call time will be charged at 1.5 times our regular rates.

	Contract Amendment		Arizona Department of Administration State Procurement Office 100 N. 15 th Avenue, Suite 402 Phoenix, AZ 85007
	Legacy Contract: ADSPO18-207048		
	CTR031432	APP Amendment #1	

Professional Services for Arizona State Land Department
Woodson Engineering and Surveying Inc

In accordance with the Special Terms and Conditions, 3.2, Contract Extensions, this contract is amended as follows:

1. The term of this contract is hereby extended until July 31st 2023.

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.

ARF-5720

Regular Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

Information

Request/Subject

Adopt Resolution No. 19-11-02 accepting a quit claim deed, recorded in Fee No. 2019-009616 Gila County Records, for a portion of Walliman Road shown as parcel number 208-10-028C in the Globe area.

Background Information

Walliman Road is maintained by the County as part of the maintained road system in Gila County. In 1994 the owners of the above-mentioned parcel dedicated the road to the public at Fee No. 1994-642603.

The current owner of parcel 208-10-028C expressed interest in quit-claiming to Gila County said portion of Walliman Road as a County road.

Evaluation

The Gila County Engineering Department has written the legal description and prepared the quit-claim deed for the roadway.

Conclusion

Acceptance of the quit claim deed will provide clear ownership of this portion of Walliman Road as a County roadway. It is in the best interest of the County to hold ownership of this existing road, of which, Gila County currently maintains.

Recommendation

It is the recommendation of the Director of Public Works that the Board of Supervisors adopt Resolution No. 19-11-02.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 19-11-02 accepting the portion of Walliman Road as described in Fee No. 2019-009616, as a public road and to be maintained as a public roadway in the Gila County Maintained Roadway System. **(Steve Sanders)**

Attachments

Resolution No. 19-11-02

Quit Claim Deed 2019-009616

Roadway Dedication Fee No. 1994-542603

When recorded please send to
Marian Sheppard, BOS



RESOLUTION NO. 19-11-02

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS OFFICIALLY ACCEPTING A QUIT CLAIM DEED FOR A PORTION OF WALLIMAN ROAD AS DESCRIBED IN FEE NO. 2019-009616, GILA COUNTY RECORDS, AS A PUBLIC ROAD AND TO BE MAINTAINED AS A PUBLIC ROADWAY IN THE GILA COUNTY MAINTAINED ROADWAY SYSTEM

WHEREAS, the current owners of Gila County tax parcel 208-10-028C have agreed to quit claim deed a portion of said parcel of land of which Walliman Road currently traverses across, to Gila County, for the purpose of a public roadway; and

WHEREAS, said Board of Supervisors finds that the public interest will be served by the acceptance of the foregoing quit claim deed;

NOW, THEREFORE, BE IT RESOLVED by the Gila County Board of Supervisors that a quit claim deed for Walliman Road as described in Fee No. 2019-009616, Gila County Records, be accepted into the Gila County Maintained Roadway System and maintained as a public roadway.

PASSED AND ADOPTED this 5th day of November 2019.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Woody Cline, Chairman

Approved as to form:

The Gila County Attorney's Office



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



QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: for the consideration of Ten Dollars (\$10.00), and other valuable consideration, **ROBERT J. BRACAMONTE, Personal Representative of the Estate of Elisa G. Bracamonte**, does hereby release, devise, and forever quitclaim to **GILA COUNTY, a BODY POLITIC**, all rights, title and interest in that certain Real Property situated in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made a part hereof

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

Dated this 11th day of September 2019

Robert J. Bracamonte
ROBERT J. BRACAMONTE

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

ACKNOWLEDGMENT

On this 11th day of September, 2019, before me, the undersigned Notary Public, personally appeared **Robert J. Bracamonte**, known to me to be the individual who executed the foregoing instrument and acknowledged the same to be their free act and deed.

WITNESS my hand and official seal.

My Commission Expires:

JANUARY 8th 2023

[Signature]
Notary Public





EXHIBIT "A"

**LEGAL DESCRIPTION
Walliman Road
(Parcel No. 208-10-028C)**

**Gila County Public Works
Job No. GC2019-11**

**September 10, 2019
Page 1 of 1**

That certain parcel of land described in Roadway Dedication recorded as Fee No. 1994-642603, Gila County Records (G.C.R.), across a portion of Tract 16 of Agricultural Entry No. 01113 of William C. Hayes located in the SE 1/4 of the NE 1/4 of Section 36, Township 1 North, Range 15 East, Gila and Salt River Base and Meridian, Gila County Arizona, to wit:

Beginning at the southeasterly end of this triangular shaped parcel of land which bears N 21° 23' 59" W a distance of 266.64 feet from E 1/4 corner of said Section 36, said point being on the northeasterly right of way line of Arizona Eastern Railroad on the arc of a 0° 58' 58" curve to the northwest, concave southwesterly, whose radius is 5830.00 feet; thence northwesterly along said right of way line around the arc of the curve a distance of 202.37 feet to the NW corner, said arc being subtended by a cord whose bearing is N 55° 19' 16" W and length is 202.35 feet; thence N 60° 16' E a distance of 29.38 feet to the NE corner; thence S 43° 38' 56" E a distance of 53.91 feet; thence S 48° 49' 18" E a distance of 137.74 feet to the southeasterly end, the point of beginning, containing 0.051 acre, more or less.

Said parcel of land also being shown as Parcel C on Record of Survey and Minor Land Division Map recorded as Survey Map No. 773, G.C.R.

04-042603

ck# cash
#PAGES 2

FEE#
RECORDED AT THE REQUEST OF

Earl Sparks
DATE 1-13-1984 TIME 3:15 P.M.

OFFICIAL RECORDS OF GILA COUNTY, AZ
LINDA HAUGHT ORTEGA, RECORDER

BY Paula Mitchell, Mitchell

INDEXED
MICROFILMED

When recorded mail to:

James Bracamonte
P.O. Box 960
Albino, az. 85502

This space reserved for recording information

CAPTION HEADING: Roadway Dedication

DO NOT REMOVE

This is part of the official docu

*if you dropped
this in my
office.
Nancy Snyder*

ARF-5714

Regular Agenda Item 4. I.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2020

Budgeted?: Yes

Contract Dates 11-05-19 to 12-15-19

Grant?: No

Begin & End:

Matching No

Fund?: Replacement

Requirement?:

Information

Request/Subject

Approval to use Sourcewell Cooperative Contract No. 032515 to purchase one new CAT 420F2 backhoe loader with I.T. linkage.

Background Information

The purchase is being made through a cooperative contract that the County has used before with Empire Machinery. Gila County has been a member of the National Joint Powers Association (NJPA) since 2007 but is now known as Sourcewell. The Cooperative Contract No. 032515-CAT has provided great incentives when purchasing Caterpillar products.

The County has a lot of Caterpillar equipment and prefers to stay with one brand for the ease of tools and training. It saves money using one brand because the equipment is so electronically specialized now, that the cost of training and diagnostic tools would have to be duplicated to be efficient for regular maintenance. Empire Machinery is the largest Caterpillar dealer in Arizona and offers great incentives and maintenance options.

Evaluation

The new backhoe loader will be powerful enough to do the work we need to accomplish. This type of machine is used more than any other piece of equipment within the County. The Consolidated Roads Division has a few backhoes but this one will have high tech electronics and enable monitoring. The trade-in is K-005 a 1997 Caterpillar 416C S/N 1WR01448 that was been working until the engine breakdown. Rather

than put more money into a worn-out machine it was chosen as the trade. The trade in of \$12,900 is more than what staff believes it would bring at auction.

Conclusion

The County has purchased heavy equipment in the past by using the Sourcewell Cooperative. Staff is always looking for ways to save money and cooperative agreements have helped to keep costs down. The bid pricing is set to maximums that can be charged to the customer and Empire CAT has provided that for the County and has included its added price incentives. Staff decided to purchase rather than lease or finance this piece of equipment.

The equipment is standard except for the hydraulic thumb that was requested.

Staff maintains this machine will get a lot of use in the County and it is a better use of funds.

Recommendation

The Public Works Department Director recommends that the Board approve the Customer Purchase Agreement with Empire CAT with the use of Sourcewell Contract No. 032515-CAT to purchase the new 2019 Caterpillar 420F2 backhoe loader with I.T. linkage plus name the trade-in of a 1997 K-005 416C backhoe surplus. The total purchase amount is \$125,705.59 with Empire.

Suggested Motion

Information/Discussion/Action to authorize the Chairman's signature on a Customer Purchase Agreement in the amount of \$125,705.59 between Gila County and Empire CAT for the purchase of one 2019 420F2 backhoe loader with I.T. linkage. **(Steve Sanders)**

Attachments

Sourcewell Contract No. 032515-Empire Machinery

420F2 IT NJPA-19

NJPA Sourcewell Contacts

NJPA 032515 Acceptance and Award-CAT

CONTRACT AGREEMENT

Contract Name: Purchase One New CAT 420F2 Backhoe loader with I.T. Linkage **Contract No.:** 032515 **Sourcewell Contract No.** 032515

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize Sourcewell Contract No. 032515 to purchase one new CAT 420F2 Backhoe Loader with I.T, Linkage. All Documents executed by the State of Arizona on Sourcewell Contract No. 032515, apply to this procurement between Gila County and Empire Machinery.

Contract End Date: 11-05-19-19 to 11-15-19

Renewal Option: Yes No

Maximum Dollar Limit: \$125,705.59

Contract Information

Firm Name: Empire Southwest **Contact Person:** Mark McGee

Address: 7600 S. Nogales Hwy **Phone No:** 520-746-8292

City: Tucson **State:** AZ **Fax:** _____ **Email:** Mark.mcgee@empire-cat.com

Special Notes:

Gila County is part of the Sourcewell Cooperative, for cooperative purchasing. By using the Sourcewell contract with Empire Southwest, it will save the county in both time and money for a rate that has already been established in the Sourcewell bidding process.

Authorization to use a Cooperative Purchasing Agreement with the Sourcewell Cooperative, Contract No. 032515 for the Purchase of a Backhoe Loader- approved this _____ day of _____ . 2019.

GILA COUNTY BOARD OF SUPERVISORS

Woody Cline, Board of Supervisors

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

The Gila County Attorney's Office



BRENT CLINE
GILA COUNTY EQUIP PURCHASE
1400 E ASH STREET
GLOBE, AZ 85501-1483

8/23/2019

Dear BRENT, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following.

2019 New Caterpillar 420F2 BACKHOE LOADER WITH IT LINKAGE (NJPA DISCOUNT)

Standard Equipment

BOOMS, STICKS, AND LINKAGES

- 14'4" Center pivot excavator style backhoe
- Pilot operated joystick hydraulic controls with pattern changer valve
- Pilot operated stabilizer controls
- Boom transport lock
- Swing transport lock
- Street pads stabilizer shoes
- Anti-drift hydraulics (Boom, Stick and E-Stick)
- Cat Cushion Swing(tm) system
- Bucket level indicator
- Lift cylinder brace
- Return-to-dig (auto bucket positioner)
- Self-leveling loader with single lever control
- Transmission neutralizer switch
- Single Tilt Loader

POWERTRAIN

- Cat C4.4, 74.5KW (Net 92HP / 69kW)
- Direct Injection Turbo Charged Engine, with ACERT technology.
- US EPA Tier4 Final Emissions Compliant with Selective Catalytic Reduction(SCR)
- Water separator with service indicator
- Thermal starting aid system
- Eco mode
- A dry-type axial seal air cleaner with integral precleaner, automatic dust ejection system & filter condition indicator
- Hydraulically boosted multi-plate wet disk brake with dual pedals & interlock
- Differential lock
- Drive-line parking brake
- High Ambient Cooling Package
- Torque converter
- Transmission--four speed synchro mesh with power shuttle & neutral safety switch
- Spin-on fuel, engine oil & transmission

- Hydraulic oil cooler
- Pilot control shutoff switch
- PPPC, Flow-sharing hydraulic valves
- Hydraulic suction strainer

ELECTRICAL

- 12 volt electrical start
- 150 ampere alternator
- Horn and Backup Alarm
- Hazard flashers/turn signals
- Halogen head lights (4)
- Halogen rear flood lights (4)
- Stop and tail lights
- Audible system fault alarm
- Key start/stop system
- 880 CCA maintenance free battery
- Battery disconnect switch
- External/internal power receptacles(12v)
- Diagnostic ports for engine and machine
- Electronic Control Modules
- Remote jump start connector

OPERATOR ENVIRONMENT

- Lighted gauge group
- Interior rearview mirror
- ROPS canopy, Rear Fenders
- 2-inch retractable seat belt
- Tilt steering column
- Steering knob
- Hand and foot throttle
- Automatic Engine Speed Control
- One Touch Low Idle
- Floor mat and Coat Strap
- Lockable storage area
- Air suspension seat

OTHER STANDARD EQUIPMENT

- Hydrostatic power steering
- Standard Storage Box
- Transport tie-downs
- Ground line fill fuel tank with 44 gallon capacity
- Ground line fill diesel exhaust fluid

oil filters
Outboard planetary rear axles
Open Circuit Breather

HYDRAULICS

Load sensing, variable flow system
with 43 gpm axial piston pump
6 micron hydraulic filter
O-ring face seal hydraulic fittings
Caterpillar XT-3 hose

Configured as Follows:

CAB DELUXE INCLUDES
FRONT/REAR WINDOW WIPER/WASH
TILT/TELE STEERING COLUMN
RADIO READY HEAD LINER
AUTO UP STABILIZERS
CARRIAGE, PALLET, 61", IT
STABILIZER PADS, FLIP-OVER
SEAT BELT, 3" SUSPENSION
COUNTERWEIGHT, 530 LBS
TIRES, 12.5 80/19.5L-24, GY
LINES, COMBINED AUX, E-STICK
PLATE GROUP - BOOM WEAR
SEAT, DELUXE FABRIC
PT, 4WD, AUTOSHIFT
AIR CONDITIONER, T4
ENGINE, 74.5KW,C4.4 ACERT, T4F
WORKLIGHTS (8) HALOGEN LAMPS
COUPLER, PIN LOCK, BL F
BUCKET-MP, 1.4 YD3, PO
THUMB, TINE, A 5

tank with 5 gallon capacity
Rubber impact strips on radiator guards
Bumper
CD-ROM Parts Manual
Backhoe Safety Manual
Operations and Maintenance Manual
Lockable hood
Tire Valve Stem Protection
Long Life Coolant -30C (-20F)
Padlocks (2 on ST, 3 on IT)

WINDOW DEFROSTER
INTERIOR REAR VIEW MIRROR
FLOOR MAT
2 INTERNAL/EXTERNAL 12V POWE
OPERATOR TRAINING, NO-CHARGE
CUTTING EDGE, TWO PIECE,WIDE
FORK TINE, 2" X 5" X 54"
BUCKET-HD, 24", 7.3 CFT, PL
GUARD, STABILIZER
RIDE CONTROL
SERIALIZED TECHNICAL MEDIA KIT
INSTRUCTIONS, ANSI
HYDRAULICS, MP, 6FCN/8BNK, IT
CAB, DELUXE
STICK, EXTENDABLE, 14FT
BATTERY, HEAVY DUTY
RADIO, FM BLUETOOTH
PRODUCT LINK, CELLULAR PL641
THUMB, HYDRAULIC, NO TINE, BHL

Warranty

7 Yr 5000 Hr Gov PT Hyd + Tech (WITH 12-MONTHS T.T.M.)

Powertrain+Hydraulic ESC Coverage includes Powertrain components (see below), as well as specified hydraulic system parts and components. Hydraulic components are associated with steering and implement control. COVERED Hydraulic/steering hoses & lines Hydraulic quick-couplers & swivels Hydraulic tanks/oil filter base Hydraulic pumps & motors Hydraulic valves & controls Hydraulic cylinders EXCLUDED Winch pumps & valves Hydraulic brake system parts Hydraulic actuated worktools & attachments

Pricing Summary (DELIVERED GLOBE, AZ)

	Sale Price:	\$128,651.00
LESS TRADE (416C 1WR01448):		(\$12,900.00)
	Sales Tax:	\$9,954.59
	Net Total:	\$125,705.59

If you have any questions regarding this information please call me at 928-205-8747. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,

Greg Smith
Account Manager

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/sales serviceterms), which are incorporated into this quote. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.



Formerly NSPA



← Vendors & Contracts



Caterpillar, Inc.

Construction & Paving Equipment, including Parts, Service, Rental & Used

#032515-CAT

Maturity Date: 05/19/2020

[Print this information](#)



Contact Information

Vendor Contact Information

To purchase off this contract or for questions regarding products and pricing, please contact:

Patty Redpath

309-494-4578

redpath_patty@cat.com

Lori Westhafer

309-578-8275

westhafer_lori_k@cat.com

Sourcewell Contact Information

For questions regarding contract documentation or the solicitation process, please contact:

Maureen Knight, Contract Administrator

218-895-4114

maureen.knight@njpacoop.org

Lindsey Meech, Contract Administration Specialist

218-895-4123

lindsey.meech@njpacoop.org

Contract Award
RFP 032515 #

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.


Company Name: Caterpillar Inc.

Date: 18 MAR 15

Company Address: 100 NE Adams Street

City: Peoria State: IL. Zip: 61629

Contact Person: Mike Hynes Title: Governmental Account Manager

Authorized Signature (ink only):  Mike Hynes_ (Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 032515 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

Caterpillar, Inc
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be May 19th, 2015 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

NJPA Authorized signature: [Signature] Dr. Chad Coquette
NJPA Executive Director (Name printed or typed)

Awarded this 19th day of May, 2015 NJPA Contract Number 032515-CAT

NJPA Authorized signature: [Signature] Scott Veronen
NJPA Board Member (Name printed or typed)

Executed this 19th day of May, 2015 NJPA Contract Number 032515-CAT

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name CATERPILLAR INC.

Vendor Authorized signature: [Signature] MIKE HYNES
(Name printed or typed)

Title: GOVERNMENTAL ACCOUNT MANAGER

Executed this 20th day of May, 2015 NJPA Contract Number 032515-CAT

ARF-5745

Regular Agenda Item 4. J.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted For: Woody Cline, Member, Board of Supervisors

Submitted By: Marian Sheppard, Clerk of the Board

Department: Board of Supervisors-District 3

Information

Request/Subject

Town of Hayden's Short- and Long-Term Concerns Regarding Future Town Operations

Background Information

In June 2019, Supervisor Cline was informed about the Town of Hayden's budgetary concerns for the future operation of its Senior Center. At that time, he provided \$20,000 of his constituent funds to assist the Town with its Senior Center. Pinal County also provided some financial assistance for the Senior Center. Due to a lack of funding, the Town Library was closed. Gila County is assisting the Town by providing library services at a different location in Hayden. Town officials have been adjusting the Town's current fiscal year budget to accommodate the shortfall until additional funds could be collected. Some of the adjustments include closing the public pool this summer, reducing staff, reducing other services, and increasing various fees.

In light of a recent strike on October 13, 2019, by the Steelworkers Union at the ASARCO Mine in Hayden, and ASARCO's decision to close this mine for an indefinite period, there are even further concerns about the future funding for the Town of Hayden's operations. A meeting was held in Hayden on October 23, 2019, to discuss the Town's issues. In attendance were Supervisor Cline; Cathy Melvin, Executive Assistant to Supervisor Cline; Jeff Gregorich, Hayden-Winkelman School Superintendent; Dean Hetrick, Town of Hayden Mayor; Bobby Smith, Town of Hayden Vice-Mayor; and Louis Bracamonte, Town of Winkelman Mayor.

Evaluation

Supervisor Cline would like to share the information that was discussed on October 23rd with Supervisors Martin and Humphrey and the County Manager to determine future actions that may be taken by the County with regard to the Town of Hayden's short- and long-term issues of concern which could possibly include taking action for disincorporation of the Town of Hayden.

Conclusion

It would be beneficial for Supervisor Cline to share information from the most recent meeting held on October 23rd to discuss the Town of Hayden's financial situation and possible solutions.

Recommendation

N/A

Suggested Motion

Information/Discussion/Action to obtain an update on the Town of Hayden's short- and long-term financial concerns for the future operation of the Town. **(Supervisor Cline)**

Attachments

Town of Hayden Presentation

TOWN OF HAYDEN

SHORT AND LONG TERM FISCAL
CONCERNS



JUNE 2019

- Town of Hayden Budget meeting in June 2019;
- Town discussed serious budget concerns and possible solutions;
- Possible solutions discussed at that meeting were: close the library, close the senior center and to not open the community pool for the summer;
- Also discussed, were layoffs in the police department and public works;
- The council at that time scheduled a meeting for two weeks later to make final decisions.

COUNCIL PLAN OF ACTION

At the meeting two weeks later, the council decided to close the library, not to open the pool and to consider other options for the senior center after discussion with Gila and Pinal County supervisors;

The council; however, decided to lay off workers from the library, the police department and public works;

Hayden Town Council also made the decision to raise fees in order to help with the budget shortfall;

GILA AND PINAL COUNTY ASSISTANCE

The Hayden Senior Center provides home delivered meal services in Gila County and in Pinal County all the way from Hayden to Saddle Brooke;

These services are extremely important to our citizens;

In order to keep the center open, Gila County District III pledged \$20,000 and Pinal County District I Supervisor Rios requested \$20,000 from Pinal County Board of Supervisors;

With that funding and additional funds from Pinal-Gila Council for Seniors the Center was able to remain open;

Gila County Library District is providing library services at the senior center.

COUNCIL PLAN FOR NEW BUDGET YEAR

The plan at that time, was to revisit expenditures and revenues on a regular basis with the anticipation that revenues would stabilize and the town could re-open the library and open the pool in the summer of 2020;

The recent strike at ASARCO and the prediction that this strike will not be settled anytime soon the Towns of Hayden and Winkelman requested a meeting with District III to discuss the ongoing budget issues;

OCTOBER MEETING

- On October 23 a meeting was organized by Hayden and Winkelman mayors to discuss the emergency situation with Gila County District III;
- In attendance were Supervisor Cline, Hayden Mayor Dean Hetrick and Vice Mayor Bobby Smith, Winkelman Mayor Louis Bracamonte, Hayden Winkelman USD Superintendent Jeff Gregorich, and Cathy Melvin;
- Mayor Hetrick provided an update regarding the ASARCO strike and the outlook is bleak as the workers expect the strike to last at least one year;
- At that time, Mayor Hetrick requested Gila County District III's assistance.

PROPOSED GILA COUNTY ASSISTANCE

Arizona League of Cities and Towns;

County Supervisors Association;

County staff;

Congressman O'Halleran's office.

Suggestions??

ARF-5715

Consent Agenda Item 5. A.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted For: Mary Springer, Finance Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: FY 2019-2020 Budgeted?: Yes

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

Begin & End: 30, 2020

Matching No Fund?: Renewal

Requirement?:

Information

Request/Subject

Extension of Intergovernmental Agreement (IGA) - Restoration to Competency Services with Yavapai County.

Background Information

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

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

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

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

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

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

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

On October 5, 2019, the Board approved a new IGA which expires on June 30, 2023.

Evaluation

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

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

Conclusion

Approval of the Extension of the IGA between Yavapai County and Gila County for Restoration to Competency Services will run for a one-year term from July 1, 2019, to June 30, 2020, with the option to renew for two one-year periods upon mutual agreement of the parties. All terms and conditions under Resolution No. 10-09-02 apply.

Recommendation

Staff recommends approval of the IGA between Yavapai County and Gila County for Restoration to Competency Services for a term effective July 1, 2019, and continuing in effect until June 30, 2020.

Suggested Motion

Approval of Extension of Intergovernmental Agreement-Restoration to Competency Services that is between Yavapai County and Gila County for one year (July 1, 2019, to June 30, 2020) with the option for two one-year renewals upon mutual agreement of both counties.

Attachments

Extension of Intergovernmental Agreement

IGA-Restoration to Competency Services

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

YAVAPAI COUNTY-RESTORATION TO COMPETENCY

SERVICES-2015-2016

IGA Ext'd to 6-30-14

IGA Ext'd to 6-30-13

IGA Ext'd to 6-30-12

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

Resolution

Extension of Intergovernmental Agreement

Restoration to Competency Services

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

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

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS

The Agreement between the Parties for Restoration to Competency Services is hereby extended for an additional one-year term commencing on July 1, 2019 and terminating on June 30, 2020 subject to the same terms and conditions as set forth in said Agreement.

YAVAPAI COUNTY:


Chairman, Board of Supervisors

9/23/19
Date

GILA COUNTY:

Chairman, Board of Supervisors Date

ATTEST:


Clerk of the Board

ATTEST:

Clerk of the Board

Determinations of Counsel

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

Counsel for Provider


The County Attorney's Office

10/2/19
Date

Counsel for Client

Deputy County Attorney

Date

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

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

Recitals

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

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

Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

hourly rate of \$30.00 per corrections officer hour.

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

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

Criteria and Rules Governing Billing:

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

Criteria for Assessment of Billing:

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

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

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

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

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

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

4. **Term.** The initial term of this IGA shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2019. Thereafter it may be renewed annually beginning on July 1 for up to three renewal terms by mutual agreement of the Parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to its owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, employees, or volunteers. Client acknowledges that health care services at the Provider's AJF are provided by independent contractors.
7. **Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A).

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

8. **Israel Boycott Certification:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.
9. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d) If required by law, workers' compensation coverage including employees' liability coverage.

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

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

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

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

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

Provider:

Yavapai County RTC
1015 Fair Street
Prescott, AZ 86303

Client:

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

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

APPROVALS


CLIENT:

PROVIDOR:

Date October 30, 2018


Date October 5, 2018

GILA COUNTY BOARD OF SUPERVISORS



Tim R. Humphrey, Chairman of the Board

Yavapai County




Chairman of the Board

ATTEST




Marian Sheppard, Clerk of the Board

ATTEST




Kim Kapin, Clerk of the Board

APPROVED AS TO FORM



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

APPROVED AS TO FORM



Martin Brennan, Deputy County Attorney

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

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

Recitals

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

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

Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Criteria and Rules Governing Billing:

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

Criteria for Assessment of Billing:

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

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

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

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

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

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

4. **Term.** The initial term of this IGA shall be effective as of July 1, 2014 and shall continue in effect until June 30 2015. Thereafter it may be renewed annually beginning on July 1 for up to three renewal terms by mutual agreement of the Parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to its owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, employees, or volunteers. Client acknowledges that health care services at the Provider's AJF are provided by independent contractors.
7. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d) If required by law, workers' compensation coverage including employees' liability coverage.

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

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

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

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

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

Provider:

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

Client:

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

With copies to:

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

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

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

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APPROVALS

PROVIDER:

Date 6/2, 2014

Chairman
Board of Supervisors

CLIENT:

Date June 24, 2014

Michael A. Pastor, Chairman Board of Supervisors

ATTEST:

Clerk of the Board

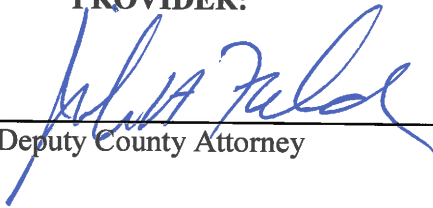
ATTEST:

Marian Sheppard, Clerk of the Board

Determinations of Counsel

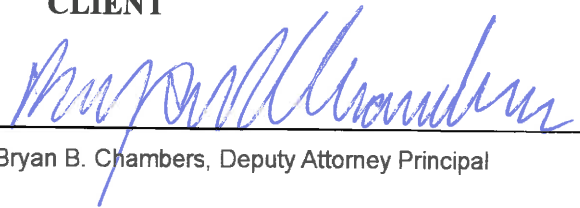
The foregoing Intergovernmental Agreement between Provider and Client has been reviewed pursuant to A.R.S. § 11-952 by the undersigned, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental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

PROVIDER:



Deputy County Attorney

CLIENT



Bryan B. Chambers, Deputy Attorney Principal

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

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

Recitals

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

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

Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Criteria and Rules Governing Billing:

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

Criteria for Assessment of Billing:

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

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

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

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

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

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

4. **Term.** The initial term of this IGA shall be effective as of July 1, 2015 and shall continue in effect until June 30 2018. Thereafter it may be renewed annually beginning on July 1 for up to three renewal terms by mutual agreement of the Parties.
5. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to its owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
6. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, employees, or volunteers. Client acknowledges that health care services at the Provider's AJF are provided by independent contractors.
7. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:
 - a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage.
 - b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage.
 - c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00.
 - d) If required by law, workers' compensation coverage including employees' liability coverage.

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

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

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

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

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

Provider:

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

Client:

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

With copies to:

County Administrator/Clerk of the Board
1015 Fair Street

Prescott, AZ 86305

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

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APPROVALS

PROVIDER:

Date August 5, 2015



**Chairman Craig L. Brown
Board of Supervisors**

ATTEST:



Clerk of the Board

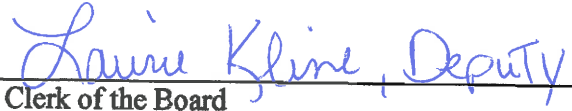
CLIENT:

Date July 28, 2015



**Chairman
Board of Supervisors**

ATTEST:

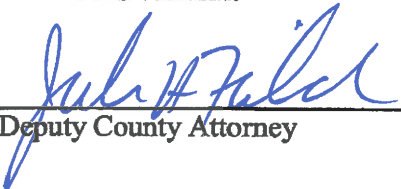


Clerk of the Board

Determinations of Counsel


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

PROVIDER:



Deputy County Attorney

CLIENT



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

Extension of Intergovernmental Agreement

Restoration to Competency Services

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

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

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

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS

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

YAVAPAI COUNTY:



Chairman, Board of Supervisors 5/20/13
Date

ATTEST:



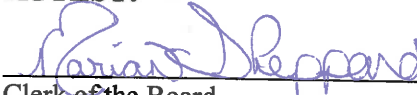
Clerk of the Board

GILA COUNTY:



Chairman, Board of Supervisors 6-25-2013
Date

ATTEST:

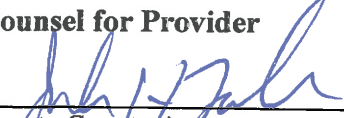


Clerk of the Board

Determinations of Counsel


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

Counsel for Provider



Deputy County Attorney
5/29/13
Date

Counsel for Client



Deputy County Attorney
6-25-2013
Date

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

RESTORATION TO COMPETENCY SERVICES

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

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


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

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

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

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

YAVAPAI COUNTY:



Chairman, Board of Supervisors

Date: May 21, 2012

GILA COUNTY:



Chairman, Board of Supervisors

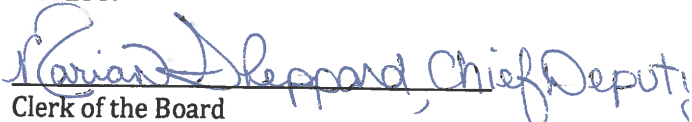
Date: June 26, 2012

ATTEST:



Clerk of the Board

ATTEST:



Clerk of the Board

Determination of Counsel

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

PROVIDER



Deputy County Attorney

CLIENT



Chief Deputy County Attorney

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

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

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

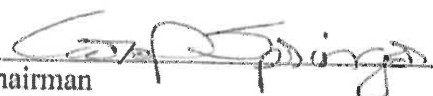
WHEREAS under the terms of said IGA the parties may agree to extend the IGA for an additional term of 1 year, and

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

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

PROVIDER:

Date 7/5, 20 11



Chairman
Board of Supervisors

ATTEST:


Clerk of the Board

CLIENT:

Date 7/5/11, 20 11


Chairman
Board of Supervisors

ATTEST:


Clerk of the Board

Determinations of Counsel

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

PROVIDER:



Deputy County Attorney

CLIENT



Deputy County Attorney

When recorded deliver to:

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



CAPTION HEADING:

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

DO NOT REMOVE

This is part of the official document

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

ANA WAYMAN-TRUJILLO, RECORDER
[Signature] DEPUTY

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

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

RECITALS:

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

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

AGREEMENT:

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

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

[Yavapai/Gila – RTC]

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

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

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

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

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

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

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

[Yavapai/Gila – RTC]

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

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

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

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

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

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

[Yavapai/Gila – RTC]

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

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

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

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

Criteria and Rules Governing Billing:

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

Criteria for Assessment of Billing:

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

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

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

[Yavapai/Gila - RTC]

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

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

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

- D. **Term.** The initial term of this IGA shall be effective as of June 1, 2010 and shall continue in effect until June 30 2011. Thereafter it may be renewed annually beginning on July 1 for up to three renewal terms by mutual agreement of the Parties.
- E. **Disposal of Property.** Upon the termination of this IGA, all property involved shall revert back to its owner. Termination shall not relieve any party from liabilities or costs already incurred under this IGA, nor affect any ownership of property pursuant to this IGA.
- F. **Indemnification.** Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, employees, or volunteers. Client acknowledges that health care services at the Provider's AJF are provided by independent contractors.
- G. **Insurance.** Each party shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

[Yavapai/Gila - RTC]

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

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

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

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



[Yavapai/Gila - RTC]

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

Provider:

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

With copies to:

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

Client:

Gila County
1400 E. Ash Street
Globe, AZ 85501

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

[Yavapai/Gila - RTC]

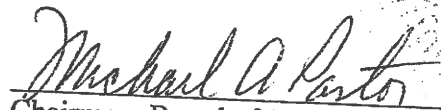
S. **Entire Agreement.** This document constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This IGA shall not be modified, amended, altered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

APPROVALS:

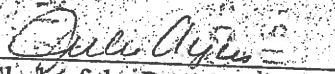
YAVAPAI COUNTY


Chairman, Board of Supervisors 10/4/10
Date

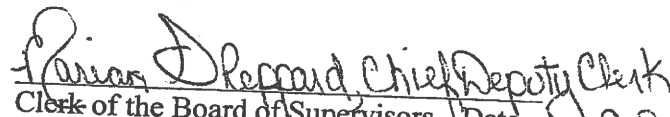
GILA COUNTY


Chairman, Board of Supervisors 9/7/10
Date

ATTEST:


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

ATTEST:


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

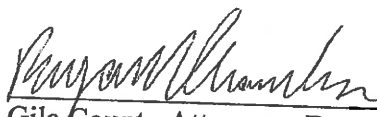
DETERMINATIONS OF COUNSEL:

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

YAVAPAI COUNTY


Yavapai County Attorney 9/22/10
Date

GILA COUNTY


Gila County Attorney 9-7-2010
Date

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



RESOLUTION NO. 10-09-02

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

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

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

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

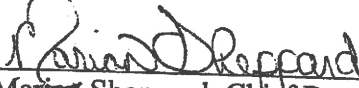
WHEREAS, Yavapai County, Arizona, has developed a competency restoration program ("Yavapai County RTC") that has been designated by the Yavapai County Board of Supervisors as the Yavapai County competency restoration program pursuant to A.R.S. §13-4512(A); and,


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

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

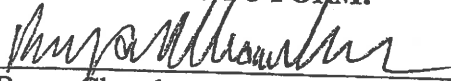
PASSED AND ADOPTED this 7th day of Sept., 2010, at Globe, Gila County, Arizona.

ATTEST:


Marian Sheppard, Chief Deputy Clerk

GILA COUNTY BOARD OF SUPERVISORS

Michael A. Pastor, Chairman

APPROVED AS TO FORM:


Bryan Chambers, Deputy County Attorney

ARF-5737

Consent Agenda Item 5. B.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted For: Brittnia Morrissey, Facilities Administrative Assistant

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2020

Budgeted?: Yes

Contract Dates 11-07-19 to 11-06-20 Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 2 to Contract No. 072117-Janitorial Services for Southern Gila County

Background Information

On September 5, 2017, the Board of Supervisors approved a request to advertise Request for Proposals (RFP) No. 072117- Janitorial Service for Southern Gila County. RFP No. 072117 was advertised in the September 13, 2017, and September 20, 2017, editions of the Arizona Silver Belt. Responses received to RFP No. 072117 were opened in a public setting on September 27, 2017; and, the Board awarded a contract to the lowest, most responsible and qualified bidder which was Jani-Serv, Inc. The contract annual amount was for \$104,273, not including any billable floor work.

On October 30, 2019, the Board of Supervisors approved Amendment No. 1 to extend the term of the contract from November 7, 2018 to, to November 6, 2019. It also served to increase the original dollar amount of the contract from \$104,273 to \$106,773 not including any billable floor work.

Evaluation

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

The contract includes 115,841 square feet; however, at the County's sole discretion, the area to be cleaned may be increased or decreased by 10,000 square feet in the event buildings are added or lost without going out to bid again. If the contract is renewed, the Contractor may request an increase in price by no more than 2.5% per square foot for the next year. This process may be repeated each year the contract is renewed. Billable work includes carpet cleaning, and stripping and waxing of tile or vinyl flooring, which Jani-Serv bid \$0.18 square feet for carpet cleaning and \$0.32 square feet for stripping and waxing.

Service Agreement No. 072117-Janitorial Service for Southern Gila County with Jani-Serv, Inc. will expire November 7, 2019. Per Page 17-Term and Renewal of the contract, Gila County has the option to renew the contract for three additional one-year terms.

Amendment No. 2 will serve to exercise the option to renew the contract for one additional year, from November 7, 2019, to November 6, 2020 at a cost not to exceed \$109,443.

Conclusion

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

Recommendation

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

Suggested Motion

Approval of Amendment No. 2 to Contract No. 072117 with Jani-Serv, Inc. to extend the contract term to provide janitorial services for various County facilities in southern Gila County for the period of November 7, 2019, through November 6, 2020, at an annual cost not to exceed \$109,443.

Attachments

Amendment No. 2 to Service Agreement No. 072117

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



AMENDMENT NO. 2 to Service Agreement No. 072117

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

JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY

FACILITIES MANAGEMENT

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

Amendment No. 1 to Professional Services Contract No. 072117, was executed on October 30, 2018 to allow for Gila County to exercise the option to renew the term of the Contract for one additional one-year term, from November 07, 2018 to November 06, 2019.

Professional Services Contract No. 072117 will expire on November 06, 2019. **Per Page 17 - Term and Renewal**, Gila County shall have the sole option, to renew the contract for three additional one-year periods or portions thereof.

Amendment No. 2 to Professional Services Contract No. 072117, will allow for Gila County to exercise the option to renew the term of the Contract for one additional one-year term, from November 07, 2019 to November 06, 2020, for a contract amount of not to exceed One Hundred Nine Thousand Four Hundred Forty-Three dollars and 00/100's (\$109,443.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the November 07, 2019 to November 06, 2020 renewal period.


IN WITNESS WHEREOF, three (3) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2019.

CONTRACT NO. 072117- JANITORIAL SERVICES FOR SOUTHERN GILA COUNTY

GILA COUNTY BOARD OF SUPERVISORS

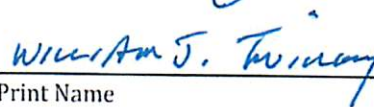
JANI-SERV, INC.

Woody Cline, Chairman, Board of Supervisors



Authorized Signature

ATTEST



Print Name

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

The Gila County Attorney's Office



AMENDMENT NO. 1 to Service Agreement No. 072117

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

JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY

FACILITIES MANAGEMENT

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

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

Amendment No. 1 to Professional Services Contract No. 072117, will allow for Gila County to exercise the option to renew the term of the Contract for one (1) additional one (1) year term, from November 07, 2018 to November 06, 2019, for a contract amount of not to exceed One Hundred Six Thousand Seven Hundred Seventy-Three dollars and 00/100's (\$106,773.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the November 07, 2018 to November 06, 2019 renewal period.

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

GILA COUNTY BOARD OF SUPERVISORS

JANI-SERV, INC.



Tim R. Humphrey, Chairman, Board of Supervisors

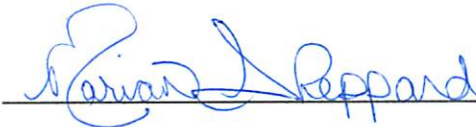


Authorized Signature

ROBERT TWILLEY

Print Name

ATTEST



Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM



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

ATTORNEY FOR
JEFF DALTON

GILA COUNTY

NOTICE OF REQUEST FOR PROPOSALS NO. 072117

JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY

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



BOARD OF SUPERVISORS

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

COUNTY MANAGER

James Menlove



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Exhibit "C"; Minimum Specifications/Information.....	17-18
Insurance Provisions	19-20
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SCOPE OF SERVICES

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

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

SCHEDULE

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

OFFICES CLEANED DURING BUSINESS HOURS

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

ADOSH GUIDELINES

Contractor must be familiar with and operate within guidelines set forth by the Arizona Division of Occupational Safety and Health (ADOSH) guidelines, which affects custodial and housekeeping operations. Contractor must insure that all employees assigned to this contract are knowledgeable of the current ADOSH guidelines affecting custodial and housekeeping operations.

CONTRACTORS PERSONNEL

All individuals working for the awarded Contractor will be carefully screened and must pass a background check prior to working on Gila County property under this contract. Investigation will include criminal record, and driving record. All questionable findings of background checks will be discussed with special panel of Gila County Management and Law Enforcement. As a minimum, individuals with prior felony convictions within the past ten (10) years, those who are currently facing misdemeanor or felony charges, and those currently on any criminal probation will be prohibited from performing any services under this contract in the County Attorney's Office, Superior or Justice of the Peace Courts, Probation Offices, or Constable's Office. There will be no cost to the Contractor for the background investigations.

Contractor must provide trained qualified personnel, at least 18 years or older, to perform the duties required under this contract. A list of persons, and their phone numbers, performing the work shall be provided by the Contractor to the County should the need arise in case of an emergency.

Any person assigned to this contract found to be in possession of or under the influence of intoxicants or narcotics shall be removed from assignment to this Contract. Any person found guilty of the use of narcotics or intoxicants shall not perform services on County property.

- Job Supervisor

The Contractor shall provide a job supervisor for this contract who will be responsible to the County for the competent performance of all custodial work. The supervisor shall be trained and instructed in proper methods and systems of custodial maintenance.

The supervisor shall make sufficient daily routine inspections to insure work is performed as specified. In addition, Contractor supervisor shall direct the cleaning activities of the custodial staff. Contractor supervisor shall inspect the building prior to employees leaving and any deficiencies will be corrected.

The Contractor shall provide to the County the name and phone number of the supervisor and alternate(s) who shall act for the Contractor when the supervisor is absent. This information shall be designated in writing to the Gila County Facilities and Land Management Manager prior to contract start date.

EQUIPMENT & SUPPLIES

- County Provided Equipment

Gila County reserves the right to control all janitorial products and chemicals that will be used in each designated building. Copies of Material Safety Data Sheets on each chemical shall be kept on file.

The County Facilities Management is responsible for ordering Janitorial Supplies and will control inventory of the paper products, chemicals and cleaning products and shall be responsible for storage of these products and chemicals.

- Training: Chemical use training is a requirement of the Contractor and will be provided through Gila County by the Supplier.

- Contractor Provided Equipment

Contractor shall provide their own equipment to perform the scope of work under this contract. Contractor's equipment must be in good operating condition at all times and must meet Occupational Safety and Health Administration (OSHA) standards. The appearance, cleanliness, and suitability for the job of all equipment must be acceptable to the County Facilities Manager or designee at all times.

- Safety: For all operations requiring the placing and movement of the Contractor's equipment, Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and County personnel.

All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property in and around areas of cleaning operations.

DAMAGES

In the event that the Contractor or its employees cause damage to a structure, equipment or other items, the Contractor shall repair or replace the items damaged at actual replacement value and be responsible for all labor and materials expended by the County or another Contractor in connection with the repair or replacement. These specific damages do not limit the Contractor's liability for other unspecified potential damages.

SPECIFIC REQUIREMENTS

Building Areas and Janitorial Standards

- **Sweeping and Dust Mopping Standards:** Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are not acceptable for use.
 1. Sweeping and Dust Mopping (Uncarpeted Areas)
 - a. Vestibules, lobbies and entries
 - b. Corridors
 - c. Stairwells, stairs and landings (interior)
 - d. Elevators and elevator vestibules
 - e. Offices, Courtrooms and Conference rooms

- **Dusting and Vacuuming Standards:** Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility of damage. Tops of desks will also be excluded from dusting.
 1. Vacuuming (Carpeted Areas)
 - a. Lobbies and entries (interior)
 - b. Stairwells, stairs and landings (interior)
 - c. Corridors
 - d. Offices, Courtroom and Conference rooms

 2. Dusting and Vacuuming (Low Cleaning-Under 6')
 - a. All furniture and fixtures (i.e.) file cabinets, tables, etc.
 - b. Window sills, ledges, etc.
 - c. Vending Machines
 - d. Stairwells, stairs, landings and railings (interior)

3. Dusting and Vacuuming (High Cleaning-Over 6')
 - a. Door casings
 - b. Partitions, wood paneling, etc.
- **Trash Removal Standards:** All waste baskets shall be emptied and boxes, cans, paper, etc. marked trash which is placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. Trash shall not be allowed to blow around. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle. County personnel are responsible for Recycle Items, Bins and Boxes.
 1. Trash Removal
 - a. Empty all trash containers, replace liners as needed; DO NOT place leaking trash bags on carpet.
 - b. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters.
- **Washing Standards:** Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.
 1. General Washing
 - a. Clean and sanitize urinals inside and out
 - b. Clean and sanitize commodes inside and out.
 - c. Clean mirrors
 - d. Clean and sanitize miscellaneous restroom and toilet fixtures.
 - e. Clean and sanitize restroom and toilet floors.
 - f. Clean and sanitize restroom wash basin wall area and toilet wall area.
 - g. Clean and sanitize shower rooms.
 - h. Damp wipe all restroom and locker room ledges and sills.
 - i. Spot clean walls, doors and trim.
 - j. Clean and sanitize water fountains.
 - k. Windows inside and outside of building
 - l. Wash baseboards, doors, and door handles
 - m. Clean light switches
 2. Washing Glass
 - a. Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers.
 - b. Use only soft cloths on Plexiglas.
 - c. The washing shall not contaminate adjacent non-glass areas.
 - d. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking through the glass towards natural light source.
 - e. Sill and frames shall be damp wiped.
 3. Washing Except Glass
 - a. All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration.
 - b. Surface shall be left clean without streaks.
 - c. Scrub brush or scour pad shall be used where necessary to loosen the dirt.
 4. Washing in Restroom, Public and Patient Areas
 - a. Restroom floors, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent.
 - b. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

- **Damp Wiping Standards:** Surfaces shall be left clean and free from film or streaks upon completion of damp wiping. County personnel are responsible for cleaning White Boards in offices and conference rooms.
- **Disinfecting Standards:** Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.
- **Wet Mopping Standards:** After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stairs, landings & elevator hard floors.

There shall be no mop strings left on the floor. Surface should be dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are not acceptable for use.

1. Wet Mopping

- a. All tile, wooden or hard surface floors.

- **Polishing Standards:** This shall be accomplished with metal polish and all surfaces shall be rubbed to a soft gloss with clean cloth or textile disposable wipers.

1. Brass and Stainless Steel

- a. Clean and polish all brass and stainless steel (i.e. railings, elevators, doorknobs, plumbing fixtures, kick plates, etc.)
- b. Chromium-plated, stainless steel and brass shall be polished with a dry cloth or textile disposable wipers.

- **Spray Buffing Standards (Hard Surfaced Floors):** Spray buff all lobbies, corridors, and conference rooms, Spray buff product to be of the same manufacturer as floor finish.

- **Spot Cleaning Carpets Standards:** A carpet adequately spot cleaned is free of all stains, deposits, or spills (Exceptions: any stain, contractor has made every attempt to remove by industry standards, and such stain has become permanent to the surface). Care will be taken to use a product or cleaner that will not harm or discolor the carpet fibers or backing.

DAILY CLEANING SCHEDULE

- Daily

1. Empty all wastebaskets; transport to specified area for removal. Replace liners as needed.
2. Clean all entryways and walkways six feet outside of entry.
3. Sweep or dust mop all entrances, entryways, and lobbies.
4. Spot clean all glass and interior partitions.
5. Clean all restrooms.
 - a. Clean and disinfect all drinking fountains.
 - b. Clean and disinfect all sinks, toilets, and urinals.
 - c. Remove all finger marks from walls, stalls, doors, and light switches.
 - d. Damp wipe all ledges and sills.
 - e. Clean all mirrors and ledges of mirrors.

- f. Sweep and mop all uncarpeted floors (Including Health Department Exam Rooms)
 - g. Replenish all restroom with paper towels, tissue, and soap.
 - h. Empty and remove trash.
6. Clean elevators, door tracks, and lobbies.
 7. Remove trash from all buildings to the Shop garbage bin.
 8. Clean all kitchens by sweeping, mopping floors and removing trash only.
 9. Sweep and dust stairwells, stairs, and landings (interior). Wet mop, as needed.
 10. Vacuum all courtrooms and offices with vacuum cleaner.
- Two Times Weekly – (Minimum):
 1. Vacuum all carpeted floors (including under desks) with a vacuum cleaner.
 2. Clean stairwells, steps and tread in the Courthouse using appropriate cleaning machine. Wipe down hand rails.
 3. Dust furniture in lobby areas (top, side, and lower area), fixtures, ledges, and window sills using a treated dust cloth or feather duster.
 4. Remove all finger marks from furniture, fixtures, ledges and sills.
 5. Damp mop all quarry and tile floors.

GENERAL REQUIREMENTS

- Temporary Work Changes

Locations and janitorial service at the locations may change from time to time pending on the needs of the County. It is possible during the period of this Contract that new locations may be added and some locations removed from the schedule. These location changes shall be processed as an amendment to the contract requiring Board approval and shall result in no penalties to the County.

The County shall have the right to require Contractor's personnel to perform other cleaning duties on the premises as the County shall deem desirable or necessary and Contractor shall promptly comply with such requirements, provided however, that only such of Contractor's personnel who are performing cleaning services of a routine cleaning nature shall be utilized and provided further that the Contractor shall not be required to perform the effected routine cleaning services during such times. No change in payment rate for routine work will be made due to temporary work changes.

- Contract Performance

If at any time during the term of the contract the performance becomes unsatisfactory to the County, the Contractor will be directed to provide adequate personnel or otherwise correct the unsatisfactory performance. Any cost to the County directly related to correction of unsatisfactory performance will be deducted from Contractor's billing. Contractor shall do all the work provided in the specifications and shall do additional extra and incidental tasks as may be considered necessary from time to time to complete the work in a satisfactory manner.
- Storage Space

Contractor shall store its supplies and equipment in storage areas and custodial closets designated by the County. Contractor agrees to keep these areas neat and clean at all times in accordance with all applicable fire regulations. Basins, sinks and drains will be wiped clean daily and sanitized at least weekly.

BILLABLE WORK

- Carpet Cleaning Per County Request

Carpet cleaning shall be performed by shampooing or steam cleaning. Carpets must be vacuumed thoroughly prior to shampooing or steam cleaning.
- Stripping and Waxing of Floors per County Request

Strip all tile floors, removing all dirt and old wax cleaning out door and baseboards, applying 3 coats of non-slip floor finish.

INQUIRES

Requests for additional information relating to this RFP should be directed to the Purchasing Department at (928)402-4355, or emailed to bhurst@gilacountyaz.gov. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, October 13, 2017, will not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

INSTRUCTIONS TO OFFERORS

Important: Exhibit "A", Instructions to Bidders and Exhibit "B", Bidders Award Agreement, are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and taken precedence over the language appearing in Exhibits "A & B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

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

Amendments

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 28.

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

Offer & Acceptance Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

Discussions

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

Public Record

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

Proposal results ARE NOT provided in response to telephone or written inquires. A tabulation of proposals received is on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

Submittal Proposal Format

It is required that One (1) Original and One (1) copy (2 TOTAL) with original signatures on all required RFP documents be submitted. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page29, Contractor certifies:
 - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope as follows:

1. A minimum of Two (2) copies, both with original signatures shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. The Proposal Title "*Janitorial Service for Southern Gila County*", RFP No., "*072117*", Date "*October 18, 2017*", and time "*3:00 PM*" of Proposal opening shall be written on the outside of the sealed envelope.
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

GENERAL TERMS AND CONDITIONS

Award of Contract

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

Protests

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

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

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

Laws and Ordinances

This agreement shall be enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 29, *Bidders Offer Page*, and Exhibit "D" *Bidders Qualification and Certification Forms(s)* pages 21-22.

Overcharges by Antitrust Violations

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

Authority to Contract

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

Independent Contractor

Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

Contract Amendments

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

Contract Default

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

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

Right to Assurance

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

Costs and Payments

- **Payment:** Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices may be submitted bi-monthly for services performed under this contract.
- **Payment of Taxes:** The Contractor shall be responsible for paying all applicable taxes.
- **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and **Worker's Compensation**.
- **IRS W9 Form:** In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor the Contractor will provide Lien Waivers prior to Contractor receiving payment.

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part.

If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

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

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

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

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Indemnification Clause

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

Israel Boycott Certification

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide janitorial services for Southern Gila County facilities.

General Purpose

1. All product specifications are **minimum**.
2. Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
4. Contractor shall review its Proposal submission to assure the following requirements are met.
 - a. One (1) original and one (1) copy, total of two (2), all with original signatures shall be submitted
 - b. Qualification and Certification Forms
 - c. Price Sheet
 - d. References List
 - e. No Collusion Certification
 - f. Intentions Concerning Subcontracting
 - g. Legal Arizona Workers Act Compliance
 - h. Checklist & Addenda Acknowledgment
 - i. Offer Page
 - j. Background Investigation Authorization

Term and Renewal

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the Contract for three (3) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period.

Price Adjustment

The successful bidder will have a contract with the county to clean county buildings consisting of 115841 square feet. However, at the county's sole discretion, the area to be cleaned may be reduced by a maximum of 10,000 square feet at any time. If the area is reduced, the contract price will be reduced by the square footage multiplied by the applicable price per square foot and this will be effective for the month following the notice of decrease. And, at the county's sole discretion, the area to be cleaned may be increased any time by a maximum of 10,000 square feet. If the area is increased, the contract price will be increased by the square footage multiplied by the applicable price per square foot and this will be effective for the month following the notice of increase.

If the contract is renewed, then the contractor may request an increase in the contract price. The price may be increased by no more than 2.5% per square foot for the next contract year if the board of supervisors approves of the price increase. This process may be repeated each year the contract is renewed.

INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
- a. Policy shall be endorsed to **include master key coverage**.
 - b. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.
 - c. Policy shall be endorsed to **include coverage for "care-custody-control"**.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

- Each Accident \$100,000
- Disease – Each Employee \$100,000
- Disease – Policy Limit \$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

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

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

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.



October 10, 2017

Betty Hurst
Contract Administrator
All Globe County Management
1400 E Ash Street
Globe, AZ 85501

RE: RFP 072117

The management and staff at Jani-Serv (JSI) are grateful for your allowing us this opportunity to provide you with this proposal for services along with an overview of our company's services.

JaniServ has been providing Environmental Services to the states of Arizona, New Mexico, Nevada, Idaho, Ohio, Tennessee, Utah, Texas, California and others since our inception in 2002. Our owners and management have been in the Facilities Industry domestically and internationally for over 40 years providing services such as, Environmental Services, Plant Operations, CMMS, Landscaping, and others, to a wide variety of institutions throughout the United States.

Jani-Serv (JSI) currently provides services to the following markets:

- ◆ Hospitals
- ◆ Automobile Dealerships
- ◆ Education
- ◆ Stadiums
- ◆ Commercial
- ◆ Retail: Big Box and Specialty Centers
- ◆ High Technical and Laboratory
- ◆ Government: Local, State, and Federal
- ◆ Industrial
- ◆ Entertainment

The following Capabilities Presentation is designed to provide an overview of our company, its systems and processes.

We look forward to serving you.

Respectfully,

Robert A. Twilley

Robert A. Twilley
President
Jani-Serv, Inc

109 W University Dr, Suite 2, Mesa, AZ 85201
Phone: 480.921.3566
Fax: 480.921.3767
www.janiservinc.com



Company Profile

JSI is pleased to provide the following list of services to our clients. Our portfolio of services includes:

- ◆ Environmental Services
- ◆ Facilities Maintenance
- ◆ Tenant Improvement (TI)
- ◆ Computerized Maintenance Management Systems
- ◆ Landscaping-Lawn Maintenance
- ◆ Restoration Services

JSI specializes in creating integrated facilities management programs for our clients that includes the benefits of professionalism derived from the implementation of the following technological innovations and professional personnel expertise:

- ◆ Professional Industry Staff Training
 - IEHA
 - ASHES
 - JCAHO
 - IFMA
 - BSCAI
- ◆ Tiered management communication
 - Real-time Communication Devices
 - MTIC Personnel Tracking Devices
- ◆ Real-time response to:
 - Work Orders
 - Scope of Work requirements

Our knowledgeable management team is totally committed to meeting, and exceeding, our customers' expectations. Many are former business owners themselves and understand the impact of a struggling economy and the need to adapt and change tactics swiftly, thereby, maintaining better stewardship of our customer's assets!

At *JSI*, a high value is placed on innovation and social responsibility. We offer a full line of **Green Seal Certified products**, environmental planning, and implementation of Green friendly practices to a large portion of our client base on request.

JSI provides a single source for **Facilities Services**. Our integrated approach translates into cost savings, better service, and a higher level of *Service Provision* for our valued customers.

JSI is JCAHO compliant provider!



Services Overview



FACILITIES SERVICES

JSI will develop a custom package of any of the services mentioned in the following sections or special services that may be required to fit your unique needs.

◆ CUSTODIAL ◆

- Environmental Services
- Carpet and hardwood floor maintenance
- Window/glass cleaning
- Trash and porter service
- Parking lot sweeping
- Snow removal
- Emergency/disaster cleanup

◆ CONSTRUCTION ◆

- Complete space build-outs
- Renovations/restorations
- Construction cleanup
- Parking lot striping
- Barricade partitions
- Demolition
- Landscaping
- Light design and installation

◆ PROGRAM MANAGEMENT ◆

- Fully integrated, single-point management program
- Used throughout the entire product life cycle
- Implementation of all facility management services
 - Planning/scheduling
 - Procurement
 - Project budgets
 - Contract compliance
- Improvement of cost-effectiveness, efficiency, and best-practices



Customer Service

Support

JSI employs a 24-hour customer service team. Our staff can always be reached by email and toll-free telephone number. In the case of an urgent request, there will always be a manager available to physically visit the site and handle emergency issues. Management personnel carry mobile devices at all times and are notified immediately of any requests..

Electronic Reporting

Through these computerized systems, Jani-Serv, Inc. provides our clients with the following reports:

- Cycle cleaning- given as per scope of work requirements.
- Audits- daily by lead, weekly by site manager, monthly by regional manager, and quarterly by the VP of Operations. Audits are PDA driven, collated and trended by our in-house customer service operations.
- Personnel- Manager+ documents and records all training participation and completion, employee files, and wage/salary histories.
- Customer satisfaction surveys- monthly by regional operations manager and quarterly by the VP of Operations.
- Health and Safety- provided upon any incident where employee health or safety issues arise, including but not limited to injury reports, hazardous conditions, and AOE/COE claims.
- Broken or Missing Equipment- always provided immediately over our online system, in the form of a work order.



Reporting

At *JSI* we provide everything needed for accurate, timely reporting with our online system. As outlined in the communication plan, we offer several types of reports for your convenience. Aside from your requested information and work orders, we provide the following reports in detail:

- Cycle cleaning- given as per scope of work requirements.
- Audits- daily by lead, weekly by site manager, monthly by regional manager, and quarterly by the VP of Operations. Audits are PDA driven, collated and trended by our in-house customer service operations.
- Training:
 - Frequency and compliance
 - IEHA & ASHES methodology based
 - JCAHO/HIPPA/MERSA compliant (Hospital Standards)
 - OSHA/BIOHAZARD
 - Cross-Training segmentation
 - Source Separation: Recyclables
 - Communications
- Employee training and tracking device:
 - Personnel files
 - Wage & salary management
 - Health & welfare tracking
- Customer satisfaction surveys- monthly by regional operations manager and quarterly by the VP of Operations.
- Health and Safety- provided upon any incident where employee health or safety issues arise, including but not limited to injury reports, hazardous conditions, and AOE/COE claims.
- Broken or Missing Equipment- always provided immediately over our online system, in the form of a work order.
- All other information can be processed at the client's request over our online management system or by hard copy.



Quality Assurance

Quality Management Team

The purpose of *JSI's* Quality Assurance Program is to establish a quality culture - a culture that focuses on customers, involves employees, measures performance and is continuously improving. To achieve this goal, *we employ a unifying methodology that places a variety of processes into a single framework.* This framework is taken to new customers and service partners as a starting point from which we customize project-specific programs. This framework enables us to roll up measurements to monitor improvements across segments, customers, and service partners.

Components within our Quality program include:

- **Best Practices Program**
- **Customer Satisfaction Program**
- **Quality Improvement Teams (QITs)**
- **Quality Methodology**

Quality Assurance

JSI holds to itself the highest standards of quality, basing its quality control program on the IEHA/ASHES Quality Management System developed specifically for environments. This program is concerned with international standards of quality regarding the following:

- The customer's quality requirements
- Applicable regulatory requirements
- Enhancing customer satisfaction
- Achieving continual improvement of performance

Maintaining Our Standards

We are proud of our commitment to monitoring the details. We've set very specific guidelines for each task performed by our employees. *JSI* develops task checklists for supervisory inspections and for continuous tracking of work performance. To measure the quality of our services, we employ redundant audits and web-based databases for customer access and real-time reviews.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" Bidder Qualifications and Certification

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

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

Contract Number 072117 Janitorial Service for Southern Gila County

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:
JaniServ Inc
109 West University Dr, Suite 2
Mesa, Arizona 85201

2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
 Yes X No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.

3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.

4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)? Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.

5. **CONTRACTOR MUST ALSO PROVIDE AT LEAST THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
 - a. A brief history of the Company.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.
 - f. Sealed list of "equipment used" in performing the services must accompany proposal submitted by Contractor.
 - g. Gila County reserves the right to request additional information.

6. Contractor Experience Modifier (e-mod) Rating in Arizona: N/A
(If Applicable)

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

7. Current Contractor Business License Number: N/A
(If Applicable)

8. Contractor must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.



Signature of Authorized Representative

Robert A. Twilley

Printed Name

President

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 072117 Janitorial Service for Southern Gila County.

Contractor Name: JaniServ Inc

Phone No.: 480.921.3566

Location	Square Foot	Annual Cost Per Location
Gila County Courthouse FM_0101	47,076	\$38,804.00
Copper Building FM_0103	20,160	\$16,894.00
Health & Community Services FM_6005	27,581	\$20,444.00
WIC Building FM-0204	1,792	\$5,352.00
Public Works Administration Building FM_0710	11,000	\$9,834.00
Facilities/Sign Shop Building FM_0712	2,256	\$5,352.00
Guerrero Building FM_0106	5,976	\$7,593.00
TOTAL ANNUAL COST FOR JANITORIAL SERVICE		\$104,273.00

BILLABLE WORK: (page 8)	Cost Per Square Foot
Cost for Carpet Cleaning	\$0.18
Cost for Stripping & Waxing Floors	\$0.32

*Each location shall be billed separately with location identified on invoice when submitted to Gila County Accounts Payable Department for payment. County Terms "Net 30". Services may be billed bi-monthly

All applicable taxes shall be included in proposed amount.

REFERENCE LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

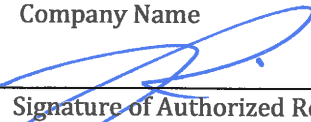
1. Company Name: SMS-Assist
Contact: Devin Hickox
Phone: 312.445.6090 Address: 875 N Michigan Ave, Chicago, Ill 60611
Job Length of Time: 11 Months 7 Years
Job Description: Retail, Childcare, College, Commercial, Specialty Flooring

2. Company Name: Gila County Payson
Contact: David Huffington
Phone: 978.970.1640 Address: 610 E Highway 260, Payson, AZ 85541
Job Length of Time: 9 Months 2 Years
Job Description: Maintain county building of similar construction, layout, and scope Requirements.

3. Company Name: Arizona Department of Transportation - Payson
Contact: Rusty Gump
Phone: 602.712.7827 Address: 1739 West Jackson Street, Phoenix, AZ 85007
Job Length of Time: 2 Months 2 Years
Job Description: Maintain office and operation facilities for State of Arizona.

JaniServ Inc

Company Name



Signature of Authorized Representative

President

Title

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 072117, Janitorial Service for Southern Gila County, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractor will be identified and approved by the Facilities Manager prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.



It is my intention to subcontract a portion of the work.



It is not my intention to subcontract a portion of the work.

JaniServ Inc

Name of Firm

By: (Signature)

President

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE


Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



Signature of Authorized Representative
Robert A. Twilley

Printed Name
President

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:

<u>REQUIRED DOCUMENT</u>	<u>COMPLETED / EXECUTED</u>
QUALIFICATION & CERTIFICATION FORM	✓
PRICE SHEET	✓
REFERENCE LIST	✓
NO COLLUSION IN BIDDING	✓
INTENTIONS IN SUBCONTRACTING	✓
LEGAL ARIZONA WORKERS ACT COMPLIANCE	✓
CHECKLIST & ADDENDA ACKNOWLEDGMENT	✓
OFFER PAGE	✓
BACKGROUND AUTHORIZATION	✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
INITIALS	<u>RAT</u>	<u>RAT</u>	<u>REVISION</u>	<u>RAT</u>	_____
DATE	<u>10/5/17</u>	<u>10/5/17</u>	<u>10/9/17</u>	<u>10-5-17</u>	_____

ADDENDUM
#3
#4

Signed and dated this _____ day of _____, 2017

JaniServ Inc _____
 Contractor: _____
 By: _____

Each proposal shall be sealed in an envelope addressed to the Gila County Purchasing Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 072117 Janitorial Service for Southern Gila County.* All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Copper Building, Globe, AZ on or before October 18, 2017, 3:00 pm.

OFFER AND ACCEPTANCE

TO GILA COUNTY:

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

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

Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Contractor Submitting Proposal:

JANI-SERV, INC
Company Name
109 W UNIVERSITY DR STE 2
Address
MESA AZ 85201
City State Zip
[Signature]
Signature of Person Authorized to Sign
ROBERT TWILLEY
Printed Name
PRESIDENT
Title

For Clarification of this Offer, Contact:

Name: ROBERT TWILLEY
Title: PRESIDENT
Phone No.: 602-628-0874
Fax: 480 921 3767
Email: ROBERT@JANISERVINC.COM

ACCEPTANCE OF OFFER
(For Gila County use only)

The Contractor is now bound to provide the materials or services listed in RFP No.: 072117 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. 072117.

GILA COUNTY BOARD OF SUPERVISORS

Awarded this 7th day of November, 2017

[Signature]
Tommie C. Martin, Chairman, Board of Supervisors

ATTEST

[Signature]
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

[Signature] 11-7-17
Jefferson R. Dalton,
Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



Waiver of Liability and Release Form BACKGROUND INVESTIGATION AUTHORIZATION

I Robert A. Twilley . _____ Hereby give the Gila County Purchasing Department the right
(Print First, Middle Initial, & Last Name)
to make a thorough investigation of my background as part of the bidding proposal process for Bid
No.072117.

The term "back-ground investigation" as used in this document refers to any and all information and sources of information that may be deemed necessary to obtain or contact, to determine the offerors fitness as a bid award candidate.

I understand that I do not have to agree to this background investigation, but that refusal to do so may exclude me from consideration for bid award.


I understand that information collected during this investigation will be limited to that appropriate to determining my suitability for the project out for bids and that all such information collected during the investigation will be kept confidential.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the Purchasing Department, its agents or employees.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the Purchasing Department, its agents or employees for any statements, acts or omissions in the course of my background investigation.

I release from liability given by me to the political division, its officers, agents and employees, all others as mentioned above, shall apply to any rights of action arising from the denial of bid award based on information received from the background investigation.

Please read carefully before signing.

Signed: 

Date: 10.10.17

Date of Birth: 1-19-76

JaniServ Inc



JANISERV INC.

Capital Equipment	
Brutes	11
Carts	4
Misc: mop handles, buckets, wringers (sets)	15
Vacuum	8
Mops, cloths, pads, chemicals (sets)	15
Buffer (120 rpm)	1
Burnisher (2500 rpm)	1
Wet-Dry Vacuum	2
Extractor	1

ARF-5738

Consent Agenda Item 5. C.

Regular BOS Meeting

<u>Meeting Date:</u>	11/05/2019		
<u>Submitted For:</u>	Malissa Buzan, Director		
<u>Submitted By:</u>	Allison Torres, Case Manager		
<u>Department:</u>	Community Services		
<u>Division:</u>	Comm. Action Program/Housing Servs.		
<u>Fiscal Year:</u>	2019	<u>Budgeted?:</u>	Yes
<u>Contract Dates</u> <u>Begin & End:</u>	January 1, 2019 - December 31, 2019	<u>Grant?:</u>	Yes
<u>Matching</u> <u>Requirement?:</u>	No	<u>Fund?:</u>	Renewal

Information

Request/Subject

Amendment No. 1 to Funding Agreement No. 207-19 with the Arizona Department of Housing for the Southwest Gas Corporation Weatherization Assistance Program (SWG WAP).

Background Information

Funding Agreement No. 207-19 was approved by the Gila County Board of Supervisors on January 22, 2019.

Evaluation

Amendment No. 1 to Funding Agreement No. 207-19 decreases the amount of SWG WAP funding to \$10,000, to be used to provide weatherization services to eligible citizens residing in Gila County.

The decrease for the SFY19 SWG award is \$781 in Administrative Funds, \$3,000 in Health and Safety Funds, and \$4,709 in Project Funds for a total decrease of \$8,490.

Conclusion

If the Board of Supervisors approves Amendment No. 1 to Funding Agreement No. 207-19, the Gila County Community Services Department, Housing Services, will use \$10,000 of SWG WAP funding to provide weatherization services to eligible citizens residing in Gila County.

Recommendation

The Community Services Department Director recommends that the Board of Supervisors approve Amendment No. 1 to Funding Agreement 207-19 in order for the Gila County Community Services Department, Housing Services, to provide weatherization services to eligible citizens residing in Gila County.

Suggested Motion

Approval of Amendment No. 1 to Funding Agreement No. 207-19 between the Arizona Department of Housing and the Gila County Community Services Department, Housing Services, to reduce the award of Southwest Gas Corporation Weatherization Assistance Program funding in the amount of \$8,490 for a new contract amount of \$10,000 that will be used to provide weatherization services to eligible citizens residing in Gila County for the period of January 1, 2019, through December 31, 2019.

Attachments

Amendment No. 1 to Funding Agreement No. 207-19

Contract No.: 207-19
Termination Date: December 31, 2019
Amendment No.: 001

AMENDMENT TO A
FUNDING AGREEMENT
Between
ARIZONA DEPARTMENT OF HOUSING
and
GILA COUNTY

This Agreement is made and entered into by and between the Arizona Department of Housing (ADOH), and Gila County (Recipient).

RECITALS

- 1) ADOH and Recipient have entered into a Contract, stipulating to an award through Weatherization Assistance Program by ADOH to Recipient for the purpose as outlined in the above referenced Funding Agreement; and
- 2) A revision to said Agreement is necessary; and
- 3) ADOH and Recipient agree that the revision is in the best interest of all parties, including beneficiary low-income households; ADOH and Recipient hereby agree to amend the subject agreement as follows:

AGREEMENT

Decreases SFY19 SWG award by \$781.00 in Administrative Funds, \$3,000.00 in Health and Safety Funds and \$4,709.00 in Project Funds for a total decrease of \$8,490.00. Contract total SWG award is now \$10,000.00. Contract expiration remains the same. Gila County Scope of work will be reduced by three (3) and therefore Gila County will provide SWG weatherization assistance to a total of three (3) beneficiary households.

The agreement incorporates the Recital paragraphs set forth above.

The Following Attachments are amended and attached hereto:

- A. Scope of Work
- B. Amended Performance Report/Schedule of Completion
- C. Budget
- D. Request for Payment

Any and all portions of subject Agreement that are not herein specifically amended shall remain unchanged.

In Witness Whereof, ADOH and Recipient have executed this Amendment that shall become effective when signed by ADOH.

THE STATE OF ARIZONA,
DEPARTMENT OF HOUSING

Gila County
RECIPIENT

BY: _____
Carol L. Ditmore

BY: _____
Woody Cline

TITLE: Director

TITLE: Chairman, Board of Supervisors

DATE: _____

DATE: _____

Manager's Approval: _____

ATTACHMENT A
SCOPE OF WORK
REVISED 9/5/19

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Southwest Gas Corporation (SWG) Utility funds. Funding will allow Gila County (recipient) to provide installation/repair of energy efficiency measures to dwellings occupied by low-income households who are SWG customers in Gila County Arizona.

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.

- B. The program will prioritize services to the following populations:
 - a. Elderly;
 - b. Handicapped; and
 - c. Families with children under the age of five (5).

- C. SWG WAP funding requires adherence to the Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and SWG Approved Measures List.

- D. Maximum investment per unit is as follows:
 - a. SWG (funds restricted to SWG Customers only): \$3,300 maximum investment per unit, which consists of \$3,000 toward energy efficient (including health and safety) measures and up to \$300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs.

- E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.

- F. Gila County will be expected to fully expend awarded funds and complete the following number of units:
 - a. SWG: Three (3) completed units passing final inspection and ADOH WAP monitoring.



ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION Page 1 of 1

Recipient	Gila County		Date	
Contract No	207-19	Contract Period: from 1/1/2019 to 12/31/2019		Revision #
Activity	Weatherization Assistance Program			
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200		City	Globe
Contact Person	Estelle Belarde		Zip Code	85501
Phone	928-402-8685	Email	ebelarde@gilacountyaz.gov	Fax
Program Specialist	Kathy Blodgett	Email	kathy.blodgett@azhousing.gov	County
				Gila

Indicate adherence to contract or schedule changes. Due by the 30th of each month.

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Contract Execution	1/31/2019		
Completion of 1 SWG Unit	3/31/2019		
Completion of 2 SWG Units (all numbers cumulative)	9/30/2019		
Completion of 3 SWG Units (all numbers cumulative)	12/31/2019		
Project Complete-Contract Close Out	1/31/2020		

Please provide a brief description of activities performed this three month period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer questions at narrative section A. through H.

A. # of SWG units 100% complete?		
B. # of SWG units under construction?		
C. # of SWG units out to bid?		

Recipient Authorized Signature	Date	Title
--------------------------------	------	-------



Arizona
Department
of Housing

SWG WEATHERIZATION

REVISED 9/5/19

Attachment C

Budget						
Recipient	Gila County				Date	
Contract No./File No.	207-19		Contract Period: from 1/1/2019 to 12/31/2019		Revision No.	
Activity	Weatherization Assistance Program					
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200				City	Globe
Contact Person	Estelle Belarde				Zip Code	85501
Phone	928-402-8685	Email	ebelarde@gilacountyaz.gov		Fax	928-402-8652
Program Specialist	Kathy Blodgett	Email	kathy.blodgett@azhousing.gov		County	Gila
a	c	d	e	f	g	h
Budget Line Item or Activity No.	SWG FY2019	Source Program Year	Source Program Year	Source Program Year	Source Program Year	GRANT TOTAL ALL SOURCES
Administration Costs						
Training & Technical Assistance						
Program Operations						
Health and Safety						
Financial Audit						
Liability Insurance						
LIHEAP Administration						
LIHEAP Training/TA						
LIHEAP Program Operations						
SWG Administration	\$ 900.00					
SWG Program Operations	\$ 7,956.00					
SWG Health and Safety	\$ 1,144.00					
Total	\$10,000.00	\$0.00	\$0.00			\$10,000.00



SWG WEATHERIZATION

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Gila County		Date	
Contract No	207-19 Contract Period: from 1/1/2019 to 12/31/2019		Pay Req. No/Mo	
Activity	Weatherization Assistance Program		Direct Wire Dep	Yes No
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200		City	Globe
Contact Person	Estelle Belarde		ZIP	85501
Phone	928-402-8685	Email	ebelarde@gilacountyaz.gov	
		Email	kathy.blodgett@azhousing.gov	
Program Specialist	Kathy Blodgett		County	Gila

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. SIGNATURES are required for processing.

a	b	c	d	d	e	f	g	h
Budget Line Item or Activity No.	ASAP No.	SWG FY2019	Source Program Year	Source Program Year	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
1. DOE Administration						\$ -		\$ -
2. DOE Training & TA						\$ -		\$ -
3. DOE Program Ops						\$ -		\$ -
4. DOE Health & Safety						\$ -		\$ -
5. DOE Financial Audit						\$ -		\$ -
6. DOE Liability Ins						\$ -		\$ -
7. DOE Total Draw							0.00	
8. LIHEAP Admin.	N/A					\$ -		\$ -
9. LIHEAP Training/TA	N/A					\$ -		\$ -
10. LIHEAP Program Ops	N/A					\$ -		\$ -
11. LIHEAP Total Draw	N/A						0.00	
12. SWG Admin.	N/A	\$ 900.00			\$ -	\$ 900.00		\$ 900.00
13. SWG Program Ops.	N/A	\$ 7,956.00			\$ -	\$ 7,956.00		\$ 7,956.00
14. SWG Health/Safety	N/A	\$ 1,144.00			\$ -	\$ 1,144.00		\$ 1,144.00
15. SWG Total Draw	N/A						0.00	
Total		\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00

Recipient Authorized Signature	Date	Title
--------------------------------	------	-------

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports	Current <input type="checkbox"/>	Not Current <input type="checkbox"/>	For ADOH Use Only
ADOH Program Specialist Approval	Date		
			ADOH Program Administrator Appr Date

**FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING**

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**FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING**

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- A **Scope of Work**
- B **Performance Report/Schedule of Completion**
- C **Budget**
- D **Request for Payment Form**
- E **Special Conditions of the Agreement**
- F **Certification and Other Requirements Relating to Title I or Title II Assistance**
- G **Authorizing Resolution(s)**
- H **Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)**

AGREEMENT NO. 207-19
TERMINATION DATE December 31, 2019

**FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
GILA COUNTY
FOR
SWG WEATHERIZATION**

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").
- Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").
- A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").
- A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").
- The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").
- Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").
- Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").
- Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").
- Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP"),
and
GILA COUNTY
(Entity)

An Arizona County ("Recipient") DUNS #02-407-1339, located at
Office of Community Services, 5515 S. Apache Ave., Suite 200
Street
Globe, Arizona 85501
City State Zip

In consideration of the mutual representations and obligations hereunder,
ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$18,490.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

CDBG, CFDA # 14.228
Federal Fiscal Year _____
\$_____

HOME, CFDA # 14.239
Federal Fiscal Year _____
\$_____

HTF
State Fiscal Year _____
\$_____

HPF
State Fiscal Year _____
\$_____

HOPWA, CFDA # 14.241
Federal Fiscal Year _____
\$_____

COC, CFDA # 14.267
Federal Fiscal Year _____
\$_____

- NHTF, CFDA # 14.275
Federal Fiscal Year _____
\$ _____
- DOE WAP, CFDA # 81.042
Federal Fiscal Year _____
\$ _____
- LIHEAP WAP, CFDA # 93.568
Federal Fiscal Year _____
\$ _____
- SWG WAP
State Fiscal Year 2019
\$18,490.00

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in Section 1 for the completion of this Agreement as indicated in the *Budget* attached hereto as Attachment C. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until DECEMBER 31, 2019 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as Attachment G, *Authorizing Resolution(s)* and any *Special Conditions of the Agreement* attached hereto as Attachment E.

- CDBG funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- HOME funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; and (6) the *State Housing Fund Program Summary and Application Guide*.
- HTF funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.
- HPF funds require adherence to the *Special Needs Housing Manual* as revised.
- COC funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.
- HOPWA funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual*.
- NHTF requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, Housing Trust Fund Interim Rule; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) *State of Arizona Qualified Allocation Plan*; and (5) *National Housing Trust Fund Allocation Plan*.
- DOE WAP funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.
- LIHEAP WAP funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.

- SWG WAP funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan)*; (2) *Health and Safety Plan (HSD Plan)*; (3) *the Arizona Weatherization Policies and Procedures Handbook*; (4) *Arizona Weatherization Assistance Program Field Guide*; (5) *Standard Work Specifications*; and (6) *WAP Memorandum 15-10 Quality Management Plan*.

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;
- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

- HOME, NHTF, HTF funded rental development projects (“Rental Projects”). Or HPF funded rapid rehousing projects: Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).
- HOME, HTF and CDBG non-rental projects (“HOME, HTF and CDBG Non-Rental Projects”). Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- COC funded assistance for persons who are homeless (“Homeless Projects”). ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.
- HOPWA funded rental assistance and services (“HOPWA Projects”). A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.
- DOE WAP, LIHEAP WAP and SWG WAP funded projects (“Weatherization Projects”). Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout requirements described in this paragraph are completed. ADOH will notify Recipient in

writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

- (a) The funds have been expended;
- (b) The Scope of Work has been completed;
- (c) The contract period set forth in this Agreement has expired; or
- (d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

- Rental Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within

fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- Homeless Projects funded with HTF, HPF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

- CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:
 - (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
 - (b) Additional funding sources are added to the Project;
 - (c) Recipient is requesting a change to the grant terms.

HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget. Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

- (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
- (b) Recipient is requesting a change to the loan terms.

WEATHERIZATION Revisions to the Budget. Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for assisting ADOH with Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-

(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

WEATHERIZATION (DOE WAP, LIHEAP WAP). DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

CDBG. If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided hereunder to reimburse it or to pay for costs incurred in preparing the application. In

no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by

Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

“Interest” means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

“Program Income” means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement.

ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired

or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, either party may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including

information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

- CDBG funded projects only:** All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.
- WEATHERIZATION projects only:** All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of

this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, 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, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.
- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42

U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

- (a) In accordance with 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). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A).
- (b) A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract.
- (c) Each party retains the legal right to inspect the papers of the other and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

GILA COUNTY, OFFICE OF COMMUNITY SERVICES

Entity

MALISSA BUZAN

Attention (if applicable)

5515 S. APACHE AVENUE, SUITE 200

Mailing Address

GLIOBE, ARIZONA 85501

City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. A.R.S. §35-393.01.

Recipient warrants it is not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING

Gila County
RECIPIENT

BY: 

BY: 

Carol L. Ditmore

Tim R. Humphrey

TITLE: Director

TITLE: Chairman, Board of Supervisors

DATE: 1/28/19

DATE: Jan 22, 2019

Approved as to form:

Jefferson Blaine for
Charles Shire

The Gila County Attorney's Office

ATTACHMENT A
SCOPE OF WORK

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Southwest Gas Corporation (SWG) Utility funds. Funding will allow Gila County (recipient) to provide installation/repair of energy efficiency measures to dwellings occupied by low-income households who are SWG customers in Gila County Arizona.

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. SWG funds (restricted to SWG Customers only): 200% of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
 - a. Elderly;
 - b. Handicapped; and
 - c. Families with children under the age of five (5).
- C. SWG WAP funding requires adherence to the Arizona Weatherization Policies and Procedures Handbook, Arizona Weatherization Assistance Program Field Guide; Standard Work Specifications; and SWG Approved Measures List.
- D. Maximum investment per unit is as follows:
 - a. SWG (funds restricted to SWG Customers only): \$3,300 maximum investment per unit, which consists of \$3,000 toward energy efficient (including health and safety) measures and up to \$300 for administration. Administrative costs must not exceed 10% of cost for measures. Health and Safety must not exceed 25% of Program Operations costs.
- E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.
- F. Gila County will be expected to fully expend awarded funds and complete the following number of units:
 - a. SWG: six (6) completed units passing final inspection and ADOH WAP monitoring.



ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION Page 1 of 1

Recipient	Gila County		Date	
Contract No	207-19	Contract Period: from 1/1/2019 to 12/31/2019		Revision #
Activity	Weatherization Assistance Program			
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200		City	Globe
Contact Person	Estelle Belarde		Zip Code	85501
Phone	928-402-8685	Email	ebelarde@gilacountyaz.gov	Fax
Program Specialist	Kathy Blodgett	Email	kathy.blodgett@azhousing.go	County
				Gila

Indicate adherence to contract or schedule changes. Due by the 30th of each month.

Contract Schedule	Contract Date	Complete Yes/No	Modification Date
Contract Execution	1/31/2019		
Completion of 1 SWG Unit	3/31/2019		
Completion of 3 SWG Units (all numbers cumulative)	6/30/2019		
Completion of 5 SWG Units (all numbers cumulative)	9/30/2019		
Completion of 6 SWG Units (all numbers cumulative)	12/31/2019		
Project Complete-Contract Close Out	1/31/2020		

Please provide a brief description of activities performed this three month period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer questions at narrative section A. through H.

A. # of SWG units 100% complete?			
B. # of SWG units under construction?			
C. # of SWG units out to bid?			

Recipient Authorized Signature	Title
Date	



Arizona
Department
of Housing

SWG WEATHERIZATION

Attachment C

Budget						
Recipient	Gila County				Date	
Contract No./File No.	207-19 Contract Period: from 1/1/2019 to 12/31/2019				Revision No.	
Activity	Weatherization Assistance Program					
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200				City	Globe
Contact Person	Estelle Belarde				Zip Code	85501
Phone	928-402-8685	Email	ebelarde@gilacountyaz.gov		Fax	928-402-8652
Program Specialist	Kathy Blodgett	Email	kathy.blodgett@azhousing.gov		County	Gila
a	c	d	e	f	g	h
Budget Line Item or Activity No.	SWG FY2019	Source Program Year	Source Program Year	Source Program Year	Source Program Year	GRANT TOTAL ALL SOURCES
Administration Costs						
Training & Technical Assistance						
Program Operations						
Health and Safety						
Financial Audit						
Liability Insurance						
LIHEAP Administration						
LIHEAP Training/TA						
LIHEAP Program Operations						
SWG Administration	\$ 1,681.00					
SWG Program Operations	\$ 12,665.00					
SWG Health and Safety	\$ 4,144.00					
Total	\$18,490.00	\$0.00	\$0.00			\$18,490.00



Arizona
Department
of Housing

SWG WEATHERIZATION

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

Recipient	Gila County			Date			
Contract No	2017-19 Contract Period: from 1/1/2019 to 12/31/2019			Pay Req. No/Mo			
Activity	Weatherization Assistance Program			Direct Wire Dep	Yes No		
Recipient Address	Office of Community Services - 5515 S. Apache Ave., Suite 200			City	Globe		
Contact Person	Estelle Belarde			ZIP	85501		
Phone	928-402-8685	Email	ebelarde@gilacountyaz.gov		Fax	928-402-8652	
Program Specialist	Kathy Blodgett		Email	kathy.blodgett@azhousing.gov		County	Gila

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. SIGNATURES are required for processing.

a	b	c	d	d	e	f	g	h
Budget Line Item or Activity No.	ASAP No.	SWG FY2019	Source Program Year	Source Program Year	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance
1. DOE Administration						\$ -		\$ -
2. DOE Training & TA						\$ -		\$ -
3. DOE Program Ops						\$ -		\$ -
4. DOE Health & Safety						\$ -		\$ -
5. DOE Financial Audit						\$ -		\$ -
6. DOE Liability Ins						\$ -		\$ -
7. DOE Total Draw							0.00	
8. LIHEAP Admin.	N/A					\$ -		\$ -
9. LIHEAP Training/TA	N/A					\$ -		\$ -
10. LIHEAP Program Ops	N/A					\$ -		\$ -
11. LIHEAP Total Draw	N/A						0.00	
12. SWG Admin.	N/A	\$ 1,681.00			\$ -	\$ 1,681.00		\$ 1,681.00
13. SWG Program Ops.	N/A	\$ 12,665.00			\$ -	\$ 12,665.00		\$ 12,665.00
14. SWG Health/Safety	N/A	\$ 4,144.00			\$ -	\$ 4,144.00		\$ 4,144.00
15. SWG Total Draw	N/A						0.00	
Total		\$ 18,490.00	\$ -	\$ -	\$ -	\$ 18,490.00	\$ -	\$ 18,490.00

Recipient Authorized Signature _____ Date _____ Title _____

Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.

Performance Reports	Current <input type="checkbox"/>	Not Current <input type="checkbox"/>	For ADOH Use Only
ADOH Program Specialist Approval	Date		
			ADOH Program Administrator Appr
			Date

**ATTACHMENT E
SPECIAL CONDITIONS**

SWG Approved Measure List

Southwest Gas Measure 1	Requires Natural Gas Space Heating Source	Requires Natural Gas Water Heating Source	Specific Requirements 2
Duct Replacement	X		Must be cost effective or have SIR greater than 1.0
Duct Sealing	X		Pressure relief to be included in Duct Sealing cost. Must be cost effective or have SIR greater than 1.0
Envelope Sealing	X		Must be cost effective or have SIR greater than 1.0
HSD Cooler Repair			Health & Safety Budget capped at 25% of agency's overall budget
HSD CO & Smoke Detector			Health & Safety Budget capped at 25% of agency's overall budget
HSD Door			Health & Safety Budget capped at 25% of agency's overall budget
HSD General Repair			Health & Safety Budget capped at 25% of agency's overall budget
HSD Installed Stove			Health & Safety Budget capped at 25% of agency's overall budget
HSD Repair Stove			Health & Safety Budget capped at 25% of agency's overall budget
HSD Replace Registers			Health & Safety Budget capped at 25% of agency's overall budget
HSD Spot Ventilation			Health & Safety Budget capped at 25% of agency's overall budget
HSD Natural Gas Water Heater			Health & Safety Budget capped at 25% of agency's overall budget
HSD Upper/Lower Combustion Air			Health & Safety Budget capped at 25% of agency's overall budget
HSD HVAC Service	X		Health & Safety Budget capped at 25% of agency's overall budget
HVAC Replacement	X		Must be cost effective or have SIR greater than 1.0
HVAC Replacement – Gas Pack	X		Must be cost effective or have SIR greater than 1.0 Gas Pac may only replace an existing Gas Pac
Installed Insulation	X		Must be cost effective or have SIR greater than 1.0
Low Cost / No Cost			Capped at \$250
Low Flow Showerhead		X	
Faucet Aerator		X	

Weather Stripping	X		
Water Heater Insulation		X	
Furnace Filters	X		
Door Sweep	X		
Pipe Insulation		X	
Set-back Thermostat	X		
Low-e Storm Windows	X		
Misalignment Repair (batt insulation)	X		
Replace Glass	X		Must be justified with infiltration reduction or will fall under H&S
Repair Replacement of leaking hot water control valves		X	Must be cost effective or have SIR greater than 1.0
Relocation of Thermostat	X		Must be cost effective or have SIR greater than 1.0
Replacement of evaporative cooler roof jacks with damper system	X		Must be cost effective or have SIR greater than 1.0

- 1 All Recipients of measures funded by Southwest Gas must be Southwest Gas customers.

- 2 All approved Southwest Gas measures shall follow the same rules as the Arizona Priority List (if applicable) for Single Family Homes and/or Mobile Homes dependent on Climate Zones. Installation and workmanship requirements shall follow the State WAP Plan and Weatherization Assistance Program requirements. Buy downs for measures that do not return and SIR of greater than or equal to 1 in REM are disallowed. Any measure that does not return an SIR of greater than or equal to 1 must be allocated to the Health and Safety Budget. Audit cost are an allowable expense if no other funds are available for the audit, but the audit will be considered Health and Safety. As continuous guidance is given from DOE and funding source, these requirements can change at the direction of the Arizona Department of Housing.

ARF-5739

Consent Agenda Item 5. D.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Board of Adjustment Reappointment

Background Information

Per Arizona Revised Statute § 11-816, the Board of Supervisors may establish one board of adjustment that has jurisdiction countywide and that is composed of one member who is a resident of each supervisorial district or one board of adjustment in each supervisorial district that has jurisdiction in that supervisorial district of not less than 3 nor more than 5 members. The Gila County Board of Adjustment has chosen to have one board of adjustment that has jurisdiction countywide so there is one member that represents each supervisorial district. The members are appointed by the Board of Supervisors and the terms of office are for 4 years.

Mary Lou Myers' term of office on the Gila County Board of Adjustment will expire on December 31, 2019. Ms. Myers represents Supervisor Martin's district. Supervisor Martin has asked Ms. Myers to serve another 4-year of office and Ms. Myers has indicated her willingness to continue serving on this board.

Evaluation

Supervisor Martin has asked Ms. Myers to continue serving on the Board of Adjustment to represent her supervisorial district and Ms. Myers has agreed.

Conclusion

The Board of Supervisors needs to consider Supervisor Martin's recommendation to reappoint Ms. Myers to the Board of Adjustment for another 4-year term of office. The new term would begin on January 1, 2020, through December 31, 2023.

Recommendation

Supervisor Martin recommends that the Board of Supervisors reappoint Ms. Myers to said board for another term of office.

Suggested Motion

Approval to reappoint Mary Lou Myers to the Gila County Board of Adjustment for a 4-year term of office beginning January 1, 2020, through December 31, 2023.

Attachments

Board of Adjustment Member List

GILA COUNTY BOARD OF ADJUSTMENT
(Proposed to the BOS on 11-5-19)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Mary Lou Myers (Resides in District 1)	A-District 1	C (11/05/19)	7 years, 9 months	01/01/20-12/31/23	01/01/20-12/31/23
Bill Marshall (Resides in District 2)	A-District 2	C (10/30/18)	1 year, 7 months	01/01/19-12/31/21	01/01/19-12/31/21*
Mickie Nye (Resides in District 3)	A-District 3	C (10/30/18)	4 years	01/01/19-12/31/22	01/01/19-12/31/22

*A one-time adjustment is being made so that there are staggered terms on this board per statutory requirement.

¹ Appointment Information:

- A. Date of creation: September 8, 1959
- B. Per A.R.S. 11-816 – The Board of Supervisors (BOS) may establish one board of adjustment that has jurisdiction countywide and that is composed of 1 member who is a resident of each supervisorial district or one board of adjustment in each supervisorial district that has jurisdiction in that supervisorial district and that is composed of not less than 3 nor more than 5 members, each of whom is a resident of that supervisorial district. The members of each board shall be appointed for staggered terms of 4 years each.
- C. The Gila County Zoning Ordinance, Section 106.2 *Powers and Duties*, addresses the powers of the Board of Adjustment.
- D. The BOS has established one Gila County Board of Adjustment that has jurisdiction countywide and that is composed of 1 member who is a resident of each supervisorial district.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-5740

Consent Agenda Item 5. E.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Building Safety Advisory and Appeals Board Member Reappointments

Background Information

Per Arizona Revised Statute § 11-862, the Gila County Safety Advisory and Appeals Board must have 5 to 7 members from the following: architect, engineer, general contractor, person representing the public and a county resident, and a person engaged in the electrical, mechanical or plumbing trade. The members are appointed by the Board of Supervisors and the terms of office are for 4 years.

Jim Dooley, a public representative, and Mark Taylor, a general residential contractor, are members of the Gila County Building Safety Advisory and Appeals Board. Mr. Dooley's and Mr. Taylor's terms of office expire on December 31, 2019. Both members have indicated a willingness to continue serving on this board for another 4-year term of office.

Evaluation

It would be beneficial to Gila County for the Board of Supervisors to reappoint Mr. Dooley and Mr. Taylor to the Gila County Building Safety Advisory and Appeals Board.

Conclusion

The Board of Supervisors has the responsibility to appoint members to this governing board; therefore, the Board should consider reappointing Mr. Dooley and Mr. Taylor to the Gila County Building Safety Advisory and Appeals Board for another 4-year term of office.

Recommendation

It is recommended that the Board of Supervisors consider reappointing Mr. Dooley and Mr. Taylor to the Gila County Building Safety Advisory and Appeals Board for another 4-year term of office. The new term would begin on January 1, 2020, through December 31, 2023.

Suggested Motion

Approval to reappoint Jim Dooley and Mark Taylor to the Gila County Building Safety Advisory and Appeals Board for the 4-year term of office beginning January 1, 2020, through December 31, 2023.

Attachments

Gila County Building Safety Advisory and Appeals Board Member List

GILA COUNTY BUILDING SAFETY ADVISORY AND APPEALS BOARD
(Proposed to the BOS on 11/5/19)

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)
Perry Schall-Plumber	D	C (11/21/17)	5 years, 7 months	01/01/18 – 12/31/21	01/01/18 – 12/31/21
Clint Miller-Architect	D	C (11/21/17)	5 years, 1 month	01/01/18 – 12/31/21	01/01/18 – 12/31/21
Jim Dooley-Public Representative	D	C (11/05/19)	2 years, 2 months	01/01/20 – 12/31/23	01/01/20 – 12/31/23
Walter Del Campo-Electrical Contractor	D	C (11/15/16)	3 years, 6 months	01/01/17-12/31/20	01/01/17-12/31/20
Bruce Binkley-Architect	D	C (12/18/18)	5 years, 8 months	01/01/19-12/31/22	01/01/19-12/31/22
Bob O’Connor-HVAC Contractor	D	C (12/18/18)	10 years, 9 months	01/01/19-12/31/22	01/01/19-12/31/22
Mark Taylor-General Residential Contractor	D	C (11/05/19)	1 year	01/01/20-12/31/23	01/01/20-12/31/23

¹ Appointment Information:

- A. Date of creation: October 23, 2007
- B. Per A.R.S. 11-862 – Board must have 5 but not more than 7 members from the following categories and must be licensed in AZ: architect, engineer, general contractor, person representing the public and a county resident, and a person engaged in the electrical, mechanical or plumbing trade.
- C. Per Gila County Building Ordinance, Section 4(B)(2) – Board members must be residents of Gila County but cannot be employees of Gila County government.
- D. Appointed by the BOS with 4-year terms of office...staggered so that at least one but no more than two terms expire each year.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column).

ARF-5742

Consent Agenda Item 5. F.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Northern Gila County Range Commission Member Reappointment.

Background Information

The Northern Gila County Range Commission was created by the Board of Supervisors on April 6, 1981 by Resolution No.81-4-1 for the purpose of managing a parcel of property owned by the U.S. Forest Service and of which Gila County has been issued a Special Permit so that the County may construct, operate and maintain a public target range including range facilities for rifle, pistol, shotgun and archery; and day use recreation facilities. The Commission is comprised of 3 members who serve 3-year terms of office. As of December 31, 2019, David (Smokey) Slaughter will have served on this Commission for approximately 10 years and 8 months.

Evaluation

Supervisor Martin has requested Mr. Slaughter to continue serving on this Commission and Mr. Slaughter has indicated a willingness to continue serving. He is an important and valued member of this Commission.

Conclusion

This Commission was established by the Board of Supervisors; therefore, any changes to the governing board members must be made by the Board of Supervisors.

Recommendation

Supervisor Martin recommends the reappointment of Mr. Slaughter for another 3-year term of office to begin on January 1, 2020, through December 31, 2022.

Suggested Motion

Approval to reappoint David (Smokey) Slaughter as a governing board member of the Northern Gila County Range Commission for the term beginning January 1, 2020, through December 31, 2022.

Attachments

No. Gila County Range Commission Member List

NORTHERN GILA COUNTY RANGE COMMISSION
(Proposed to the BOS on 11/5/19)

Name of Member & Appointment Info. ¹	Appointment Designation ²	Appointment Type ³ & BOS Approval Date	Time Served Prior to Current Appointment	Term of Incumbent (End date must match end date of Term of Office)	Term of Office (Only change when new term cycle begins)
Forrest Switzer	B	C (04/03/18)	17 years (approx.) (initially appointed on 12/14/99)	04/03/18-12/31/20	01/01/18-12/31/20
David (Smokey) Slaughter	B	C (11/05/19)	10 years, 8 mos. (approx.)	01/01/20-12/31/22	01/01/20-12/31/22
Charles Thompson	B	C (10/30/18)	8 months	01/01/19 -12/31/21	01/01/19-12/31/21

¹ Appointment Information:

- A. Date of creation: April 6, 1981, by Gila County Resolution No. 81-4-1.
- B. Purpose: To manage a parcel of property owned by the U.S. Forest Service and of which Gila County has been issued a Special Use Permit so that the County may construct, operate and maintain a public target range including range facilities for rifle, pistol, shotgun and archery; and day use recreation facilities.
- C. The Commission is comprised of 3 members, who are appointed by the Board of Supervisors to serve 3-year terms of office. The initial Commission was established so that each member's term of office is one year apart.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-5743

Consent Agenda Item 5. G.

Regular BOS Meeting

Meeting Date: 11/05/2019

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Gila County Cooperative Extension Advisory Board Reappointments

Background Information

A.R.S. §3-124-County agricultural extension board; members; appointment; term; qualifications; office space states, *“The board of supervisors shall appoint 7 persons, who are residents of the county, to a county agricultural extension board, 4 of whom have as their principal business the production of agricultural commodities, and the other 3 of whom shall be representative of organizations or persons who utilize the county agricultural extension services.”*

Each member shall be appointed for a term of two years.

The terms of office for the following Gila County Cooperative Extension Advisory Board members will expire on December 31, 2019: Ben Dalmolin, Dorine Prine, Mike Henderson, Twila Cassadore, and Fred Jimenez.

Evaluation

The members of the Gila County Cooperative Extension Advisory Board whose terms of office are due to expire on December 31, 2019, have been contacted. All of the members except Fred Jimenez have expressed a willingness to continue serving on this Board. This particular board is under the purview of the Gila County Board of Supervisors; therefore, the Board of Supervisors appoints members to this board.

Conclusion

The Board of Supervisors needs to consider re-appointing Ben Dalmolin Dorine Prine, Mike Henderson, and Twila Cassadore to the Gila County Cooperative Extension Advisory Board of Directors for another 2-year term office. Cooperative Extension staff is in the process of finding a candidate for the vacancy on this board beginning January 1, 2020, after Mr. Jimenez's term of office expires on December 31, 2019.

Recommendation

The Gila County Cooperative Extension Advisory Board recommends that the Board of Supervisors appoint the individuals as listed above.

Suggested Motion

Approval to reappoint Ben Dalmolin, Dorine Prine, Mike Henderson, and Twila Cassadore to the Gila County Cooperative Extension Advisory Board of Directors for the term of office which will begin on January 1, 2020, through December 31, 2021.

Attachments

Gila County Cooperative Extension Advisory Board Member List

GILA COUNTY COOPERATIVE EXTENSION ADVISORY BOARD

(Proposed to the BOS on 11-5-19)

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)
Clark Richins (Principal Business)	B	C (01/08/19)	18 years	01/01/19-12/31/20	01/01/19-12/31/20
Fred Jimenez (Utilizes County Ag. Extension Services)	B	C (09/11/18)	5 years, 10 months	01/01/18-12/31/19	01/01/18-12/31/19
Ben Dalmolin (Principal Business)	B	C (11/05/19)	1 year, 3 months	01/01/20-12/31/21	01/01/20-12/31/21
Marsha Fitzhugh (Youth Programs - 4-H)	B	A (01/08/19)	-	01/08/19-12/31/20	01/01/19-12/31/20
Dorine Prine (Principal Business)	B	C (11/05/19)	1 year, 3 months	01/01/20-12/31/21	01/01/20-12/31/21
Mike Henderson (Utilizes County Ag. Extension Services)	B	C (11/05/19)	1 year, 3 months	01/01/20-12/31/21	01/01/20-12/31/21
Twila Cassadore (Principal Business)	B	C (11/05/19)	3 years, 2 months	01/01/20-12/31/21	01/01/20-12/31/21

¹ Appointment Information:

- A. A.R.S. §3-124-County agricultural extension board; members; appointment; term; qualifications; office space states, *"The board of supervisors shall appoint 7 persons, who are residents of the county, to a county agricultural extension board, 4 of whom have as their principal business the production of agricultural commodities, and the other 3 of whom shall be representative of organizations or persons who utilize the county agricultural extension services."*
- B. Each member shall be appointed for a term of 2 years.
- C. The University of Arizona, College of Agriculture and Life Sciences, administers all cooperative extension programs throughout the state.

² Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

³ Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

ARF-5735

Consent Agenda Item 5. H.

Regular BOS Meeting

Meeting Date: 11/05/2019

Reporting Period: October 15, 2019 Meeting Minutes

Submitted By: Melissa Henderson, Deputy Clerk

Information

Subject

October 15, 2019, Board of Supervisors' Meeting Minutes

Suggested Motion

Approval of the October 15, 2019, Board of Supervisors' meeting minutes.

Attachments

10-15-19 Meeting Minutes

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: October 15, 2019

WOODY CLINE

Chairman

MARIAN SHEPPARD

Clerk of the Board

TOMMIE C. MARTIN

Vice-Chairman

By: Marian Sheppard

TIM R. HUMPHREY

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Woody Cline, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); Tim R. Humphrey, Member; Jacque Sanders, Deputy County Manager, District Librarian; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Charles Shire, Deputy County Attorney-Civil (via ITV); Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board.

ABSENT: W. James Menlove, County Manager

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE – INVOCATION

Chairman Cline called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Eric Mariscal led the Pledge of Allegiance and Lance Chabot with Expedition Church in Payson delivered the invocation.

Item 2 – PRESENTATIONS:

A. Presentation of information on the Draft Environmental Impact Statement for the Resolution Copper Project and Land Exchange.

Vicky Peacey, Senior Manager of Environment, Permitting and Approvals for the Resolution Copper Project, provided some background information on the Resolution Copper Project and Land Exchange which is located largely in Pinal County. Currently there are 600 people on site at the mine in Superior and of that number 110 are full-time employees. In August 2019, the U.S. Forest Service issued a statement that the Draft Environmental Impact Statement for the Resolution Copper Project is available for public viewing and available online. The Tonto National Forest is accepting public comments on the proposed project from August 10 through November 7, 2019. Public hearings have also been scheduled to take place at various locations in Gila County and

Pinal County. Ms. Peacey talked about the various locations considered for the mine tailings. The Forest Service looked at over 30 alternatives and arrived at a location in Gila County that is 20 miles from the next closest community and not visible. There are two embankments contained in one impoundment. She also stated that mitigation has been a big topic of conversation. Tribal mitigation has been substantive, and a productive conversation has taken place with 11 of 12 Native American tribes. She added that the land exchange is another aspect of the project and she talked about Resolution Copper's investment in the local community of Superior and the economic benefits to be derived with this mine. Each Board member thanked Ms. Peacey for the presentation.

B. Presentation of information pertaining to the Copper Corridor Blight Buster Coalition and its anticipated application to the Environmental Protection Agency (EPA) for a FY 2020 Assessment Coalition Grant under the EPA's Brownfields Grant Program.

Cathy Melvin, Executive Assistant to Supervisor Cline, provided a Power Point presentation on the Copper Corridor Blight Buster (CCBB) Coalition. She advised that the CCBB Coalition is a group of communities in Kearny, Hayden, Winkelman, Miami and Globe. The communities have all defined blight as an issue within their individual areas and they have decided to combine efforts to apply for funding to begin to address those issues with the assistance of grant funds from the Environmental Protection Agency (EPA). Gila County staff and Pinal County staff have attended meetings within each of these communities where the issues of blight, vacant buildings, and legal issues have been discussed as well as the possible solutions. A meeting was held in Winkelman on September 5, 2019, to officially begin an organized effort for the CCBB Coalition to apply to the EPA for a FY 2020 Assessment Coalition Grant under its Brownfields Grant Program. Ms. Melvin advised that Assessment Coalition Grants are designed for one "lead" eligible entity to partner with two or more eligible entities that have limited capacity to manage their own EPA Cooperative Agreement. Gila County would act as the lead agency for the EPA proposal. As the lead agency, Gila County would submit a proposal on behalf of the Coalition members and may request funding up to \$600,000 in hazardous substances funding. It is anticipated that the EPA Request for Proposals will be published October 1, 2019. If a grant is awarded, Gila County would be the grant recipient and thus administer the grant and coordinate the grant activities as well as be the point of contact for the other Coalition members. Ms. Melvin introduced the following Coalition members who were present at the meeting: Mila Besich, Town of Superior Mayor; Al Gameros, City of Globe Mayor; and Linda Oddonetto, Economic Development Coordinator with the City of Globe. Ms. Besich stated that approximately 2 years ago, Town of Superior officials met with Travis Barnum, Brownfields Coordinator with the Arizona Department of Environmental Quality (ADEQ). With Mr. Barnum's assistance, the Town was able to secure Brownfields funds to remove mold and address

other environmental issues on a building known as the Belmont Hotel. The Belmont Hotel is listed for sale. Another building was identified that was owned by the Town of Superior and Brownfields funds were also used to tear down that building. Ms. Besich advised that last year, the Town applied for Region 9 Brownfields funds; however, the Town was not awarded that grant because it is very competitive and she was told that the EPA wants to see a larger base, so that is the reason that the Coalition was formed. She added that Tom Belshe, Deputy Director of the League of Arizona Cities and Towns, is now working with the Coalition to develop and push forward some proposed legislation to help with blight. Each Supervisor was very pleased to receive this information as blight is an important and ongoing discussion in Gila County. Supervisor Humphrey asked to be notified of future Coalition meetings. Chairman Cline asked Ms. Melvin to personally thank Mr. Barnum for his help and he added that the County Supervisors Association is also working with the Arizona counties to develop some legislation in addition to the League of Arizona Cities and Towns.

Item 3 – PUBLIC HEARINGS:

A. Convene a public hearing to hear citizens who may wish to comment on proposed amendments to Section 101.3, 102, 103.3, 104.4, and 104.7 of the Zoning Ordinance of the Unincorporated Areas of Gila County, Arizona, to allow the mailing of administrative variance decision letters by U.S. First Class mail; add definitions regarding the sale of alcoholic beverages; clarify the meaning of “general agricultural purposes”; clarify language pertaining to nonconforming business use; and add language to specific zoning districts when sales and consumption of alcoholic beverages are permitted by right and when a Conditional Use Permit is required.

Scott Buzan, Community Development Department Director, stated that staff recognized the need to amend the Zoning Ordinance. Several amendments to sections of the Zoning Ordinance were drafted and public hearing notices were advertised for hearings before the Planning and Zoning Commission and the Board of Supervisors. This public hearing before the Board of Supervisors was only posted for a hearing to present information to the Board and obtain public comments. Mr. Buzan briefly reviewed the reasons for the proposed changes. He advised that the amendments were presented to the Planning and Zoning Commission and the Commission voted to recommend the Board of Supervisors’ approval. Mr. Buzan stated that he met with the County Attorney’s Office on the proposed amendments and there was some concern expressed for those proposed amendments that address alcoholic beverages. It has been decided to only present the Board of Supervisors with changes to the following sections of the Zoning Ordinance at its November 5, 2019, meeting, which would include Board action, as follows: Section 101.3 (Administrative Variance) - pertaining to the mailing of Administrative Variance decision

letters; and Section 103.3 (Restriction on Regulating Through Zoning) – to add what is not included in the meaning of “general agricultural purposes” to conform with Arizona State Statute § 11-811, and to make clear the meaning and procedures associated with nonconforming uses and structures. The other proposed amendments to sections of the Zoning Ordinance are not being presented to the Board for approval.

Chairman Cline opened the public hearing and asked for comments. Hallie Oberman-Jackman of Payson expressed a concern on changes regarding non-conforming businesses, especially those businesses that involve serving alcohol. She stated that a business owner that sells alcohol would have a diminished property and business when they want to sell the property because the new owner would have to obtain a Conditional Use Permit (CUP) from the County after they bought the business. Mr. Buzan reiterated that any of the listed sections of the Zoning Ordinance that involve alcoholic beverages will not be presented to the Board of Supervisors for adoption; only sections 101.3 and 103.3 will be presented for Board adoption on November 5th. Don Ascoli from Verde Glen, which is 14 miles north of Payson, spoke. He asked when the other proposed amendments regarding alcohol would be presented to the Board and Mr. Buzan replied that he did not know. Vice-Chairman Martin offered to take Mr. Ascoli’s name and address so that he could be notified if other proposed amendments to the Zoning Ordinance that pertain to alcohol are presented to the Board. Mr. Ascoli disagreed with Ms. Oberman-Jackman that a property would be diminished with a CUP. He believes that the proposed zoning changes for businesses that provide alcohol would open up a discussion of locating businesses, particularly uncontrolled businesses, in the County. He believes that there are certain locations in the County that businesses should operate and should not operate. Mike Harper, attorney for Robert Mitchell, who is the owner of Below the Rim Meadery, spoke next. Mr. Harper stated that the issue of zoning for properties that involve alcohol “has been a long issue we have been involved with.” He stated that Mr. Mitchell’s property is in a GU (General Unclassified) Zoning District and that for decades Gila County has allowed liquor use and liquor sales on site. He believes that the proposed amendments that involve businesses with alcohol would “change completely the way people have liquor businesses.” He said that the proposed Zoning Ordinance amendments involving alcohol violate state law; people in those businesses would be upset if the amendments were implemented; nothing in his client’s case “has happened in a dark or hidden environment as he applied for a liquor license”; and Mr. Ascoli circulated a petition to oppose Mr. Mitchell’s liquor license application. He then proceeded to site the series of events pertaining to Mr. Mitchell’s liquor license application and subsequent approval of the license by the State Liquor Board. Vice-Chairman Martin reiterated that the County would gather the names and addresses of those people that want to be informed of any future Board meetings that involve a discussion of proposed amendments to the Zoning Ordinance which pertain to

alcohol. There were no further comments, so Chairman Cline closed the public hearing.

B. Convene a public hearing to hear citizens who may wish to comment on proposed Ordinance No. 2019-06 which modifies the Zoning Map for Unincorporated Areas of Gila County by changing the zoning from Rural Residential District (RR) to Industrial Three District: Unrestricted Industrial (M3), and the Comprehensive Master Plan designation of Multi-Functional Corridor to Light Industrial for Assessor's parcel number 304-32-012A to allow the property owners to develop a commercial manufacturing business; and consider a motion to adopt Ordinance No. 2019-06.

Mr. Buzan advised that Planning and Zoning Department Case No. Z-19-04 is an application filed by Larry Sheehan to change the zoning for parcel number 304-32-012A from Rural Residential District (RR) to Industrial Three District: Unrestricted Industrial (M3) to allow the property owners to develop a commercial manufacturing business. Planning and Zoning Department Case No. CPA-19-01 is an application also filed by Larry Sheehan to make a minor amendment to the Gila County Comprehensive Master Plan land use designation from Multi- Functional Corridor to Light Industrial. According to the Gila County Assessor's map, the existing parcel is 5.45 acres in size. The Planning & Zoning Commission met on September 19, 2019 and recommends the Board of Supervisors' approval of Case No. Z-19-04 and Case No. CPA-19-01 with the condition stated in the recommendation. The plan is to develop the property in two phases: The first phase would be to build a 5,000 square foot building and have 5 employees, and the second phase would be to build a 20,000 square foot building and have 30-40 employees. Mr. Sheehan plans to utilize some of his property for RV and boat storage during phase one and discontinue that usage when phase two commences. Mr. Sheehan intends to manufacture a power generator that is called a hydro stream air power generator. Per statutory requirement, Mr. Sheehan held a public meeting in the area of the subject property and there was no one who opposed the proposed use of the property. Staff believes that the proposed business will not impact the area of approximately 4 neighboring properties.

Chairman Cline opened the public hearing. Mr. Sheehan addressed the Board and stated that he lives approximately 14 minutes from the subject property. He proceeded to explain how the generator will work. A lady from the audience, who only gave her name as Ann, asked a question about disposal of freon to which Mr. Sheehan provided an answer. There were no further comments, so Chairman Cline closed the public hearing and asked for a Board motion. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously adopted Ordinance No. 2019-06. **(A copy of the Ordinance is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

Item 4 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve Gila County's enrollment and participation in the National Association of Counties' Live Healthy Dental Discount Program and Medical Services Program and; further, direct staff to report to the Board when that process has been completed and the services are available to Gila County residents.

Jacque Sanders, Deputy County Manager, District Librarian, advised that Gila County has been a participant in the National Association of Counties' (NACo) Prescription (RX) Program since 2004. One of the requirements to participate in NACo's Live Healthy Dental Discount Program and Medical Services Program is to be a participant in NACo's RX Program. The RX Program is at no cost; however, the Dental Discount Program has the following costs: \$6.95/month or \$69 per year for individuals; \$8.95/month or \$79/year for families. The Medical Services Program has the following costs: \$6.95/month or \$69/year for individuals; \$8.95/month or \$79/year for families. Ms. Sanders explained that the NACo Live Healthy RX, Health and Dental Discount Programs are not insurance, but rather are discount programs. The programs, which are administered by CVS Caremark, include discounts on prescriptions, vision care, LASIK & PRK vision procedures, hearing aids and screenings, prepaid lab work, prepaid diagnostic imaging, diabetic supplies and dental care. The prescription portion of the program has continued to grow since 2004, providing an average savings of 32 percent on thousands of medications. The savings range from 15 to 75 percent, and the free discount card is accepted at more than 68,000 pharmacies nationwide. Adding the dental discount will enable residents to save on all health services through one program. This program helps residents of NACo member counties save 15 to 50 percent on dental care and is honored by more than 110,000 participating providers nationwide. The dental discounts help people who are uninsured but can also complement health insurance plans or work with health savings accounts and flexible spending accounts. Ms. Sanders stated that the County will be receiving brochures on these programs that will be distributed to various locations throughout the County. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Gila County's enrollment and participation in the NACo's Healthy Dental Discount Program and Medical Services Program and; further, directed staff to report to the Board when that process has been completed and the services are available to Gila County residents.

B. Information/Discussion/Action to approve an economic development grant to the City of Globe in an amount not to exceed \$10,000 to develop an updated Globe-Miami Housing Study through a contract with Central Arizona Governments and authorize the Chairman's signature on Intergovernmental Agreement No. 080819; and further, the Board

determines this is for the benefit of the public and will improve or enhance the economic welfare of the inhabitants of Gila County.

Ms. Sanders stated that it will cost approximately \$45,000 for the Globe-Miami Housing Study and the goal when the study has been completed is to increase the amount of available housing in the Globe-Miami area. She asked Linda Oddonetto, Economic Development Coordinator for the City of Globe, to address the Board. Ms. Oddonetto advised that Bradley Mecham of Central Arizona Governments (CAG) was present and she stated that the City of Globe has contracted with CAG to perform the housing study. In multiple community working groups (most recently the City of Globe/Rural Community Assistance Corporation Building Rural Economies Program; Cobre Valley Cooperative; FMI Community Partnership Panel; BHP Community Resource Group; and Gila County & Southern Gila County Economic Development Corporation) lack of adequate housing has been identified as a barrier to growth. Ms. Oddonetto advised that the City of Globe along with its partners will move forward in developing a housing plan and strategic framework to enhance residential development opportunities for the Globe-Miami and surrounding areas.

Mr. Mecham advised that he has been employed with CAG for 5 years and involved with planning and economic development for over 10 years. In 2018, CAG did a study for the Town of Winkelman. Mr. Mecham stated that CAG is highly involved in the Community Development Block Grant (CDBG) process and this study will help when applying for CDBG funds in the future. He stated that highlights of the study are to include a community and housing profile; housing needs assessment; land use and policy review; and goals, policies and quantifiable objectives.

Ms. Oddonetto acknowledged the following contributors for the housing study: Gila County-\$10,000, Freeport McMoRan-\$12,925, City of Globe-\$10,000, Cobre Valley Regional Medical Center-\$5,000, Southern Gila County Economic Development Corporation-\$5,000, and Town of Miami-\$2,000. She also acknowledged members of the Community Housing Committee who were present, as follows: Stacy Murray, Chair of the Community Housing Committee; Supervisor Tim Humphrey; Robin Bradford with Freeport McMoRan; Mary Anne Moreno; Malissa Buzan, Gila County Community Services Department Director; and Scott Buzan, Gila County Community Development Director. Ms. Oddonetto stated that there are 15 other active members who serve on the Committee. Chairman Cline asked for the timeframe to complete the study, and Ms. Oddonetto replied that the study is expected to be completed in 6 months. Supervisors Humphrey and Cline thanked Ms. Oddonetto and the City of Globe for overseeing this effort. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved an economic development grant to the City of Globe in an amount not to exceed \$10,000 to develop an updated Globe-Miami

Housing Study through a contract with CAG and authorized the Chairman's signature on Intergovernmental Agreement No. 080819.

C. Information/Discussion/Action to authorize the purchase of a used 621G Auger Scraper S/N DBB00293 from Caterpillar for \$452,606.20 through the Sourcewell (NJPA) 032515-CAT Heavy Equipment contract by the Recycling and Landfill Management Division of Public Works; and authorization for the Chairman to sign the related documents.

Steve Sanders, Public Works Department Director, advised that Buckhead Mesa Landfill currently uses a dump truck and a loader to carry cover material from the material pit to the working face of the landfill. The truck can haul 8 cubic yards of material at a time. A typical trip involves the truck driver driving the truck to the stockpile, parking the truck, getting in the loader and loading the truck, parking the loader and getting back in the truck to haul the material to the working face. This is a time-consuming process. It currently takes 1 employee 15 minutes (round trip) using 2 pieces of equipment (loader and dump truck) to haul 8 cubic yards of cover material to the landfill for daily cover. This is after material has been pushed into a stockpile using a bulldozer. To determine feasibility, an auger scraper was moved from the Russell Gulch Landfill to the Buckhead Mesa Landfill for a day. Using only the scraper it took 1 employee 8 minutes to haul 22 cubic yards of cover material to the landfill for daily cover. Mr. Sanders stated that the Landfill staff should be able to move almost 3 times the material in about half the time. There were 2 used auger scrapers available for sale in Georgia. Caterpillar (CAT) representatives looked at them and recommends the one listed in this agenda item. Mr. Sanders advised that CAT has purchased the auger scraper and the County has arranged to purchase it from CAT over a period of 4 years. Chairman Cline asked Mr. Sanders if there are enough County funds to make this purchase. Mr. Sanders replied that the County could purchase the auger scraper outright; however, since it was not included in this year's budget, it is better to budget the purchase over 4 years. Chairman Cline also asked Mr. Sanders if he believes the amount of time saved is worth this large purchase to which Mr. Sanders replied, "In 3 to 4 days we can move enough dirt to free the time of 1 employee to where now it takes days." Chairman Cline asked if the equipment comes with a warranty. Steve (no last name given) from CAT advised that CAT spends about \$22,000 per year on the equipment and he added that the auger scraper only has about 1,000 hours on it. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously authorized the purchase of a used 621G Auger Scraper S/N DBB00293 from Caterpillar for \$452,606.20 through the Sourcewell (NJPA) 032515-CAT Heavy Equipment contract by the Recycling and Landfill Management Division of Public Works; and authorized its Chairman to sign the related documents.

D. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 093019 for the Master Broadband Plan for Gila County.

Homero Vela, Assistant County Manager, advised of the need for the County to develop an affordable strategic broadband plan and prepare the roadmap for implementation. It is the intent of this solicitation to secure a consultant who has demonstrated ability to provide a broadband plan for commercial and residential services and has experience implementing this plan for a city or county. The funding for these services shall not exceed \$12,000. Each Supervisor commented on the need to have reliable broadband service throughout the County and were pleased to start this process. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously authorized the advertisement of Request for Proposals No. 093019.

E. Information/Discussion/Action to approve the submittal of a FY 2020 Arizona Rural Broadband Development Grant Application to the Arizona Commerce Authority in the amount of \$50,000 to create a feasibility study of broadband for Gila County.

Mr. Vela advised that the County is seeking grant funds to develop and implement reliable broadband service throughout the County. The Arizona Commerce Authority recently announced that grant funding will be made available through its Arizona Rural Broadband Development Grant. Grant applications must be submitted to the Arizona Commerce Authority by October 28, 2019. Mr. Vela stated that Gila County meets the criteria to apply for these grant funds. The Arizona Rural Broadband Development Grant will be used to support planning and access for rural Arizona communities to broadband services. The \$3 million funding request by Governor Doug Ducey was approved by the Arizona State Legislature for the fiscal year 2020 budget. Mr. Vela advised that due to the short notice, the grant application has yet to be written; however, he assured the Board that he would provide the Board with a copy of the application before it was submitted. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved the submittal of a FY 2020 Arizona Rural Broadband Development Grant Application to the Arizona Commerce Authority in the amount of \$50,000 to create a feasibility study of broadband for Gila County.

F. Information/Discussion/Action to authorize the purchase of two (2) new 2020 pickups from McSpadden Ford in the amount of \$79,714.80 for the Gila County Fleet Division.

Mr. Sanders stated that this the first of several times that he will request approval from the Board to purchase vehicles as many County vehicles in the County Fleet Division are aging and it is necessary to reassign and replace

vehicles in order to operate efficiently with less repairs and fewer breakdowns. Fleet Management requested and received four quotes at the direction of the County Manager to replace vehicles C-049 and B-142. The County is continuing to use Ford for continuity in the Fleet, so the specifications were clear in the bid request for Ford products. Mr. Sanders was pleased to announce that McSpadden Ford, a local dealership, was the lowest bidder and he recommended that an award be made to that company. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously awarded a contract to McSpadden Ford in the amount of \$79,714.80 for the purchase of 2 new Ford pickup trucks as specified in Purchase Agreement No. 092319.

G. Information/Discussion/Action to approve the sale of Assessor's tax parcel numbers 206-18-023A and 206-18-023B to the Town of Miami for \$1 each to be used for a public purpose related to transportation pursuant to A.R.S. § 42-18303; and authorize the Chairman's signature on the related Quit Claim Deeds.

Marian Sheppard, Clerk of the Board, advised that the subject parcels are vacant and are located on Sullivan Street in Miami. The County Treasurer recently deeded these properties to the State of Arizona in care of the Board of Supervisors because previous owners did not pay their property taxes for 7 consecutive years. She advised that A.R.S. § 42-18303 allows the County to sell property to the county, city, town or a special taxing district before the Board's annual property tax sale/auction if the property will be used for a public purpose related to transportation or flood control. The Town of Miami intends to combine these two parcels and use them for a public purpose related to transportation. The properties will be used for a bus stop as part of the Town of Miami's Cobre Valley Community Transit System. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved the sale of Assessor's tax parcel numbers 206-18-023A and 206-18-023B to the Town of Miami for \$1 each.

H. Information/Discussion/Action to approve the sale of Assessor's tax parcel number 205-22-010 to the City of Globe for \$1 to be used for a public purpose related to transportation pursuant to A.R.S. § 42-18303; and authorize the Chairman's signature on the related Quit Claim Deed.

Ms. Sheppard advised that this property purchase is the same as the previous agenda item in that it may be sold prior to the Board of Supervisors' annual tax sale/auction because the sale meets the statutory requirements. The property is part of a road on the curve of E. Cactus Drive and E. Yucca Drive in Globe, and it also encompasses part of a hillside. The City of Globe intends to use the property for a public purpose related to transportation and flood control. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the

Board unanimously approved the sale of Assessor's tax parcel number 205-22-010 to the City of Globe for \$1.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously adjourned as the Gila County Board of Supervisors and convened as the Gila County Library District Board of Directors to address the following agenda item.

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 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 2020 in the amount of \$25,000 designated to Gila County for the period July 1, 2019, through June 30, 2020. (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Elaine Votruba, Public Services Librarian, advised that this funding will be used to provide training, travel, equipment upgrades, collection development and provide for special projects through the Gila County Library District. She added that funding may not be used for employee salaries. Due to audio difficulty in Payson, Ms. Sanders continued with the presentation of information. Ms. Sanders advised that this grant request is presented annually to the Board of Supervisors and she explained it is a non-competitive grant, so once the application is submitted grant funds are issued. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously authorized the submission and subsequent acceptance of a State Grants-In-Aid Application by the Gila County Library District to the Arizona State Library, Archives and Public Records, Library Development Division, for fiscal year 2020 in the amount of \$25,000.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously adjourned as the Gila County Library District Board of Directors and reconvened as the Gila County Board of Supervisors to address the remaining agenda items.

Chairman Cline advised that he wanted to have Consent Agenda item 5F moved to the Regular Agenda for discussion and action. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously moved Consent Agenda 5F to the Regular Agenda.

F. Acknowledgement of contracts under \$50,000 report approved by the County Manager for the month of September.

Chairman Cline wanted to address a contract with Archaeological Consulting Services, Ltd. through the State of Arizona Procurement Office (ADSP018-207055) in the amount of \$17,153.40 to obtain the necessary permits required by the Clean Act Section 404 permitting for a bank stabilization project in Sycamore Creek in Tonto Basin, Arizona. Chairman Cline stated that he has no objection to this project; however, his concern is that he has been approached by several of his constituents asking for the same type of work to be done on stream banks in their local area. Chairman Cline was unaware this work was being done and he replied to his constituents that he thought it was being done with National Resources Conservation Service (NRCS) grant funding but was told that it was not done with NRCS funds. He asked for an explanation because he is at a loss of what to tell his constituents. He also stated, "I don't see us having enough money to cover all of these projects."

Mr. Sanders addressed Chairman Cline's questions and concerns. Mr. Sanders stated that this project is on land that is owned by the County. He explained that when a big flood occurred in 2010, the County worked with contractors to fix areas where the water jumped the banks of the creek. He stated, "This is to go in and to get a permit on their behalf so they can do a bank stabilization project. It requires authorization through the Army Corps of Engineers. It requires a biologist and archaeologist and approval from the Army Corps of Engineers." Mr. Sanders stated that the County Manager set aside \$200,000 in this year's budget for this type of work. He suggested scheduling a Board work session so that the Board could decide how to spend the remaining funds. Chairman Cline replied that he was unaware that \$200,000 was in the County's budget for this type of work and he agreed that a Board work session should be scheduled soon. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved contracts under \$50,000 that were previously approved by the County Manager.

Item 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 Amendment No. 1 to an Independent Contractor Agreement (Contract No. 07012019-20) between the Arizona Community Action Association d/b/a Wildfire and the Gila County Community Services Department, Community Action Program, whereby the expenditure limit of Arizona Public Service (APS) Crisis Bill Assistance is removed and \$34,362 of APS Crisis Bill Funds will be used to provide utility bill assistance to eligible citizens residing in Gila County for the period of July 1, 2019, through June 30, 2020.

B. Approval of Amendment No. 1 to Professional Services Contract No. 040519 with Collins & Collins, Attorneys at Law to increase the contract

by \$2,000 for a new contract amount not to exceed \$12,000 for the contract term July 1, 2019, to June 30, 2020.

C. Approval of the October 1, 2019, Board of Supervisors' meeting minutes.

D. Acknowledgment of the Human Resources reports for the month of September 2019.

E. Approval of finance reports/demands/transfers for the month of September 2019.

Approve demands and budget amendments for operating transfers. Warrant numbers 298672 through 298678, 298680 through 298697, 298699 through 298735, 298737 through 298784, 298786 through 298788, 298790 through 298793, 298795 through 298848, 298850 through 298978, 298980 through 299019, and 299021 through 299169, totaling \$3,548,790.06 for the period 09-01-19 through 09-30-19.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. **(A listing of issued warrants and voided warrants is permanently attached to these minutes.)**

~~**F. Acknowledgement of contracts under \$50,000 report approved by the County Manager for the month of September.**~~ **Moved from the Consent Agenda to the Regular Agenda for discussion and a separate Board action (see above).**

Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved Consent Agenda items 5A-5E except for agenda item 5F.

Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have

addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There weren't any public comments.

Item 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.

Supervisors Martin and Cline presented a summary of current events.

Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board voted unanimously to convene in an executive session at 12:16 p.m. to address agenda item 8A.

Item 8 – EXECUTIVE SESSION ITEMS:

A. Information/Discussion/Action: Vote to go into executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with its attorneys to consider its position and instruct its attorneys regarding its position regarding pending or contemplated litigation or in settlement discussions in order to avoid or resolve litigation regarding proposed amendments to the Gila County Zoning Ordinance considered on September 19, 2019, the attached letter sent to the Gila County Planning and Zoning Commission by Michael J. Harper, dated September 18, 2018, his objections to the proposed ordinance, and the application of the Below the Rim Meadery for a site-development for a farm winery.

Chairman Cline reconvened the Regular Meeting at 1:31 p.m. and asked for a motion on agenda item 8A. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously directed the Deputy Gila County Attorney, Civil Bureau Chief, to proceed as directed in the executive session.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 1:32 p.m.

APPROVED:

Woody Cline, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-5709

Consent Agenda Item 5. I.

Regular BOS Meeting

Meeting Date: 11/05/2019

Reporting Period: September 2019

Submitted For: Anita Escobedo, Clerk of the Superior Court

Submitted By: Esther Canez, Chief Deputy Clerk of the Superior Court

Information

Subject

Clerk of the Superior Court's Office Monthly Report for September 2019.

Suggested Motion

Acknowledgment of the September 2019 monthly activity report submitted by the Clerk of the Superior Court's Office.

Attachments

Clerks Report for September 2019

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

**CLERK'S REPORT
FOR
SEPTEMBER 2019**

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.


A handwritten signature in cursive script, appearing to read "Anita Escobedo", written over a horizontal line.

**ANITA ESCOBEDO
Clerk of the Superior Court
of Gila County, Arizona**

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law, deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of September 2019.



ANITA ESCOBEDO
Clerk of the Superior Court
Of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 3rd day of October 2019.



ESTHER CANEZ
Chief Deputy

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 10/2/2019 10:11:24 AM

Criteria : From Date : 9/3/2019 To Date :9/30/2019

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
Agency Name :									
		5555	HOLD ACCOUNT	\$2402.00		(\$755.50)		\$1646.50	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$38769.00			(\$600.00)	\$38169.00	\$0.00
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$100.00				\$100.00	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$2659.54		\$85.92		\$2745.46	\$137.27
		ZEORP	ELECTED OFFICIALS RETIREMENT PLAN (EMPLOYERS CONTRIBUTIONS)	\$1110.95		\$10.53		\$1121.48	\$56.07
Agency Name : GILA COUNTY TREASURER									
ZCNTY	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT-CNTY TRSR	\$4.64				\$4.64	\$0.23
		ZOS1	2011 ADDTNL ASSMNT-STATE TRSR	\$37.09				\$37.09	\$1.85
		ZVAPB	30% INTERSTATE COMPACT	\$25.50				\$25.50	\$1.28
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$339.10		\$52.35		\$391.45	\$0.00
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$62.12		\$2.00		\$64.12	\$3.21

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZATT	ATTORNEY FEE REIMBURSEMENT	\$1428.00				\$1428.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$540.00				\$540.00	\$27.00
		ZFEE	BASE FEES (GENERAL FUND)	\$5576.27		\$180.28		\$5756.55	\$287.83
		ZFINE	BASE FINES	\$4787.28				\$4787.28	\$239.36
		ZFORF	BOND FORFEITURES				\$600.00	\$600.00	\$30.00
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$250.00				\$250.00	\$12.50
		ZCEF	CLEAN ELECTIONS FUND	\$1264.07				\$1264.07	\$0.00
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$45.09		\$1.45		\$46.54	\$2.33
		ZCONV	CONVENIENCE FEE FUND	\$3.00				\$3.00	\$0.15
		ZCLLF	COUNTY LAW LIBRARY FUND	\$2659.52		\$85.92		\$2745.44	\$137.27
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$2057.56				\$2057.56	\$102.88
		ZDNAS	DNA STATE SURCHARGE	\$243.18				\$243.18	\$12.16
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1192.64				\$1192.64	\$59.63
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$335.87		\$10.85		\$346.72	\$17.34
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$90.00				\$90.00	\$4.50
		ZDVSF2	DOMESTIC VIOLENCE SERVICE FUND	\$1515.25		\$14.35		\$1529.60	\$76.48

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Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$28.50		\$35.48		\$63.98	\$3.20
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$1114.88				\$1114.88	\$55.74
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$4.21		\$5.24		\$9.45	\$0.47
		ZDUIA	DUI ABATEMENT FUND	\$250.00				\$250.00	\$12.50
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$333.00				\$333.00	\$16.65
		ZWITN	EXPERT WITNESS FUND	\$600.00				\$600.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$10.17				\$10.17	\$0.51
		ZFAR2	FARE DELINQUENCY FEE	\$323.40				\$323.40	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$1485.43				\$1485.43	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$303.84				\$303.84	\$15.19
		ZCC	GEN JURIS CONCILIATION COURT	\$1504.95				\$1504.95	\$75.25
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$6389.79		\$20.79		\$6410.58	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$1064.95		\$3.46		\$1068.41	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$3194.93		\$10.40		\$3205.33	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1306.32		\$42.18		\$1348.50	\$67.43

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$3319.27		\$99.20		\$3418.47	\$170.92
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$129.50		\$14.00		\$143.50	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$240.50		\$26.00		\$266.50	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	\$50.00				\$50.00	\$2.50
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$150.00		\$150.00		\$300.00	\$15.00
		ZJS	JUVENILE PROBATION SERV FEES	\$25.00		\$178.00		\$203.00	\$10.15
		ZLCL	LOCAL COSTS/FEES - NSF			(\$400.00)		(\$400.00)	(\$20.00)
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$568.43				\$568.43	\$28.42
		ZMISC	MISCELLANEOUS FEES	\$3.22				\$3.22	\$0.16
		ZOS3	OFFCR SAFETY EQUIP-CITY POLICE	\$4.00				\$4.00	\$0.20
		ZOS4	OFFCR SAFETY EQUIP-SHERIFF	\$14.55				\$14.55	\$0.73
		ZOVF	OVERPAYMENT FORFEITED	\$0.06				\$0.06	\$0.00
		ZPP	PASSPORT APPLICATION FEES	\$1190.00				\$1190.00	\$59.50
		ZPCOF	PRISON CONSTRUCTION AND	\$591.37				\$591.37	\$29.57

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside	
ZCNTY	GILA COUNTY TREASURER	ZPBA	PROBATION FEE ADULT	\$10419.92		\$125.00		\$10544.92	\$527.25	
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$593.47				\$593.47	\$0.00	
		ZRCF	RESOURCE CENTER FUND	\$221.18		\$2.10		\$223.28	\$11.16	
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$115.77				\$115.77	\$5.79	
		ZTECH	TECHNICAL REGISTRATION FUND	\$0.32				\$0.32	\$0.02	
		ZVAF	VICTIMS ASSISTANCE FUND	\$59.50				\$59.50	\$2.98	
		ZVREA	VICTIMS RIGHTS ENFORCEMENT FUND	\$4.00				\$4.00	\$0.20	
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$50.00				\$50.00	\$2.50	
		ZGFDU	XTRA DUI ASSMT	\$12.73				\$12.73	\$0.64	
		ZPRS9	ZPRS9	\$80.56				\$80.56	\$4.03	
Agency Name : RESTITUTION										
ZREST	RESTITUTION	ZREST	RESTITUTION	\$19972.46				\$19972.46	\$0.00	
LESS SHADED AREAS:				Total:		\$123227.85	\$0.00	\$0.00	\$123227.85	\$2308.00
				Bonds:				-\$ 38169.00		
				Restitution:				-\$ 19972.46		
				D.A.R.E.				-\$ 100.00		
				Hold				-\$ 1646.50		
								<u>\$ 63339.89</u>		

ARF-5723

Consent Agenda Item 5. J.

Regular BOS Meeting

Meeting Date: 11/05/2019

Reporting Period: Recorder's Office Monthly Report for September 2019

Submitted For: Sadie Bingham, Recorder

Submitted By: Charlotte Williams, Chief Deputy Recorder

Information

Subject

Recorder's Office Monthly Report for September 2019

Suggested Motion

Acknowledgment of the September 2019 monthly activity report submitted by the Recorder's Office.

Attachments

Recorder's September 2019 Monthly Report



Gila County Recorder

REPORT FOR THE MONTH OF SEPTEMBER 2019

I, SADIE JO BINGHAM, Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Jo Bingham

Sadie Jo Bingham, Gila County Recorder

Bank Deposit

From 09/01/2019 To 09/30/2019

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$2,604.00	
Check	\$12,557.26	
Credit Card OTC	\$0.00	
Electronic Transfer	\$21,480.00	
Bridgepay Web	\$0.00	
Total Deposit	\$36,641.26	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual Adjusted	Bank Account
6512	Sep 3, 2019	1_ReceiptStation1_Mon / 6319	\$1,820.00	\$1,820.00	Bank Account
6513	Sep 4, 2019	3_ReceiptStation1_Wed / 6322	\$588.00	\$588.00	Bank Account
6514	Sep 4, 2019	13_Payson_Wed / 6321	\$1,784.00	\$1,784.00	Bank Account
6515	Sep 5, 2019	14_Payson_Thu / 6324	\$2,061.00	\$2,061.00	Bank Account
6516	Sep 5, 2019	4_ReceiptStation1_Thu / 6323	\$393.00	\$393.00	Bank Account
6517	Sep 6, 2019	5_ReceiptStation1_Fri / 6326	\$1,148.00	\$1,148.00	Bank Account
6518	Sep 6, 2019	15_Payson_Fri / 6325	\$1,489.00	\$1,489.00	Bank Account
6519	Sep 9, 2019	1_ReceiptStation1_Mon / 6327	\$615.00	\$615.00	Bank Account
6520	Sep 9, 2019	11_Payson_Mon / 6328	\$2,268.00	\$2,268.00	Bank Account
6522	Sep 10, 2019	12_Payson_Tue / 6330	\$2,445.00	\$2,445.00	Bank Account
6523	Sep 10, 2019	2_ReceiptStation1_Tue / 6329	\$203.00	\$203.00	Bank Account
6525	Sep 11, 2019	3_ReceiptStation1_Wed / 6332	\$484.00	\$484.00	Bank Account
6526	Sep 11, 2019	13_Payson_Wed / 6331	\$1,315.00	\$1,315.00	Bank Account
6527	Sep 12, 2019	4_ReceiptStation1_Thu / 6335	\$1,287.00	\$1,287.00	Bank Account
6528	Sep 12, 2019	14_Payson_Thu / 6334	\$2,127.00	\$2,127.00	Bank Account
6529	Sep 13, 2019	5_ReceiptStation1_Fri / 6337	\$1,339.26	\$1,339.26	Bank Account
6530	Sep 13, 2019	15_Payson_Fri / 6336	\$2,487.00	\$2,487.00	Bank Account
6531	Sep 16, 2019	1_ReceiptStation1_Mon / 6338	\$5,847.00	\$5,847.00	Bank Account
6532	Sep 17, 2019	2_ReceiptStation1_Tue / 6339	\$1,993.00	\$1,993.00	Bank Account
6533	Sep 18, 2019	3_ReceiptStation1_Wed / 6340	\$543.00	\$543.00	Bank Account
6534	Sep 18, 2019	13_Payson_Wed / 6341	\$2,258.00	\$2,258.00	Bank Account
6535	Sep 19, 2019	4_ReceiptStation1_Thu / 6342	\$1,332.00	\$1,332.00	Bank Account
6536	Sep 19, 2019	14_Payson_Thu / 6343	\$891.00	\$891.00	Bank Account
6537	Sep 20, 2019	5_ReceiptStation1_Fri / 6345	\$1,911.00	\$1,911.00	Bank Account
6538	Sep 20, 2019	15_Payson_Fri / 6344	\$1,391.00	\$1,391.00	Bank Account
6539	Sep 23, 2019	1_ReceiptStation1_Mon / 6347	\$1,797.00	\$1,797.00	Bank Account
6540	Sep 23, 2019	11_Payson_Mon / 6346	\$841.00	\$841.00	Bank Account
6541	Sep 24, 2019	2_ReceiptStation1_Tue / 6349	\$1,052.00	\$1,052.00	Bank Account
6542	Sep 24, 2019	12_Payson_Tue / 6348	\$1,309.00	\$1,309.00	Bank Account
6543	Sep 25, 2019	13_Payson_Wed / 6350	\$1,674.00	\$1,674.00	Bank Account
6544	Sep 25, 2019	3_ReceiptStation1_Wed / 6351	\$1,367.00	\$1,367.00	Bank Account
6545	Sep 26, 2019	4_ReceiptStation1_Thu / 6352	\$571.00	\$571.00	Bank Account
6546	Sep 26, 2019	14_Payson_Thu / 6353	\$1,905.00	\$1,905.00	Bank Account
6547	Sep 27, 2019	5_ReceiptStation1_Fri / 6354	\$1,501.00	\$1,501.00	Bank Account
6548	Sep 27, 2019	15_Payson_Fri / 6355	\$1,295.00	\$1,295.00	Bank Account
6549	Sep 30, 2019	1_ReceiptStation1_Mon / 6356	\$3,063.00	\$3,063.00	Bank Account
6550	Sep 30, 2019	11_Payson_Mon / 6357	\$1,664.00	\$1,664.00	Bank Account
6558	Sep 30, 2019	previousday / 6364	\$0.00	\$0.00	Bank Account
6559	Sep 30, 2019	previousday / 6366	\$1,530.00	\$1,530.00	Bank Account
6567	Sep 30, 2019	previousday / 6373	\$1,290.00	\$1,290.00	Bank Account
6568	Sep 30, 2019	previousday / 6374	\$180.00	\$180.00	Bank Account

Bank Deposit

From 09/01/2019 To 09/30/2019

6569 Sep 30, 2019 previousday / 6359 \$0.00 \$0.00 Bank Account

Total \$61,058.26 \$61,058.26
 Non-Deposit Total (\$24,417.00) (\$24,417.00)
Deposit Total \$36,641.26 \$36,641.26
 Total Till Over/Short \$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$2,937.00	(\$3,240.00)	(\$303.00)
Cash	Cash/Check	\$15,161.26	\$0.00	\$15,161.26
D-1005-120-01-4612-023	Recording Fee (deferred)	\$110.00	(\$110.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$40.00	(\$40.00)	\$0.00
ETransfer	Electronic Transfers	\$21,480.00	\$0.00	\$21,480.00
	Total	\$39,728.26	(\$3,390.00)	\$36,338.26
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$150.00	(\$150.00)	\$0.00
	Total	\$150.00	(\$150.00)	\$0.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$1,623.00)	(\$1,623.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$24.00)	(\$24.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$3.00)	(\$3.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$6.00)	(\$6.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$26,312.00)	(\$26,312.00)
1005-120-01-4612-023-1	General Fund - Voter	\$0.00	(\$12.51)	(\$12.51)
1005-120-01-4612-026	Refunds	\$0.00	(\$3,080.00)	(\$3,080.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$4,164.00)	(\$4,164.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$6.00)	(\$6.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$24.00)	(\$24.00)
7147-120-01-4612-018	Voter	\$0.00	(\$93.75)	(\$93.75)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$990.00)	(\$990.00)
eRecording	eRecording	\$21,330.00	(\$21,330.00)	\$0.00
	Total	\$21,330.00	(\$57,668.26)	(\$36,338.26)
	Total	\$61,208.26	(\$61,208.26)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash Cash/Check	\$15,161.26	\$0.00	\$15,161.26
	Range Total	\$15,161.26	\$0.00	\$15,161.26

House Account Summary
 Gila County AZ Recorder
 For the Period of 09/01/2019 - 09/30/2019
 Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(212.00)	19.00	0.00	(193.00)
ADOT	AZ DEPT OF TRANS	(240.00)	0.00	0.00	(240.00)
APS	APS/COPIES	(106.00)	17.00	0.00	(89.00)
APSR	APS/RECORDINGS	(289.00)	0.00	0.00	(289.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(83.00)	98.00	(100.00)	(85.00)
AWC	ARIZONA WATER COMPANY	(6.00)	0.00	(100.00)	(106.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(1,050.80)	0.00	0.00	(1,050.80)
AZDWR	ARIZONA DEPARTMENT OF WATER RESOURCES	(100.00)	0.00	0.00	(100.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(2,042.00)	0.00	0.00	(2,042.00)
BK	BILL KING	(103.00)	553.00	(490.00)	(40.00)
CRSI	Colorado Records Sooner Inc	(68.00)	0.00	0.00	(68.00)
CTS	COMPLETE TITLE SOLUTIONS	(51.00)	0.00	0.00	(51.00)
D2	D2 SURVEYING LLC	(277.00)	51.00	0.00	(226.00)
D3	D3 Title Agency	(100.00)	0.00	0.00	(100.00)
DS	DATA SERVICES	(1,000.00)	11,130.00	(11,130.00)	(1,000.00)
EMP	EMPIRE WEST TITLE AGENCY LLC	(105.00)	4.00	0.00	(101.00)
EPN	eRecording Partners Network	(1,000.00)	810.00	(810.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(50.00)	0.00	0.00	(50.00)
FARES	CORELOGIC	(2,511.40)	190.00	0.00	(2,321.40)
FATM	FIRST AMERICAN MICROFICHE	(1,262.20)	245.00	0.00	(1,017.20)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(2,038.20)	190.00	0.00	(1,848.20)
GCCD	GILA COUNTY COMMUNITY	164.50	0.00	0.00	164.50

House Account Summary

Gila County AZ Recorder

For the Period of 09/01/2019 - 09/30/2019

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
	DEVELOPMENT				
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(56.00)	0.00	0.00	(56.00)
IMAPP	IMAPP , INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	210.00	(210.00)	(1,000.00)
Ingeo	Ingeo - eRecording	(1,127.00)	2,370.00	(2,370.00)	(1,127.00)
IRS	INTERNAL REVENUE SERVICE	(82.00)	150.00	(150.00)	(82.00)
LA001	First American Title Lenders Advantage	(428.50)	0.00	0.00	(428.50)
LTIC	Lawyers Title of Arizona inc	(156.00)	0.00	0.00	(156.00)
MHK	MORRIS HALL KINGHORN	(266.00)	0.00	0.00	(266.00)
NDS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(855.00)	0.00	0.00	(855.00)
NewAcct1	Applied Technology Resources Inc	(200.00)	0.00	0.00	(200.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	0.00	0.00	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(221.00)	175.00	(1,000.00)	(1,046.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(6,228.00)	1,068.00	0.00	(5,160.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)
RSSI	RECORD SEARCHING SERVICES INC	(175.00)	51.00	0.00	(124.00)
RUI	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
simplifile	Simplifile - eRecording	(2,285.00)	6,810.00	(6,810.00)	(2,285.00)
SOUTHWES DIV	FIRST AMERICAN TITLE	(996.20)	0.00	0.00	(996.20)
TD	Timely Documents	(98.00)	0.00	0.00	(98.00)
ZILL	ZILLOW	(750.00)	190.00	(1,400.00)	(1,960.00)

House Account Summary

Gila County AZ Recorder

For the Period of 09/01/2019 - 09/30/2019

Immediate and Deferred Accounts

<u>House Account ID</u>	<u>House Account Name</u>	<u>Starting Balance</u>	<u>Charges</u>	<u>Payments</u>	<u>Ending Balance</u>
Totals		(28,653.20)	24,331.00	(24,570.00)	(28,892.20)

Account	DS	EPN	Indecomm	Ingeo	IRS	Simplifile
Amount applied	\$ 9,120.00	\$ 810.00	\$ 210.00	\$ 2,310.00	\$ 120.00	\$ 6,600.00
To come in November	\$ 1,290.00			\$ 60.00		\$ 210.00
From October	\$ 720.00				\$ 30.00	
Total	\$ 11,130.00	\$ 810.00	\$ 210.00	\$ 2,370.00	\$ 150.00	\$ 6,810.00

ARF-5719

Consent Agenda Item 5. K.

Regular BOS Meeting

Meeting Date: 11/05/2019

Reporting Period: Globe Regional Constable's Monthly Report for September 2019

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Michael Sellars, Constable Clerk

Information

Subject

Globe Regional Constable's Office Monthly Report for September 2019.

Suggested Motion

Acknowledgement of the September 2019 monthly activity report submitted by the Globe Regional Constable's Office.

Attachments

September 2019

RUBEN A MANCHA
GLOBE REGIONAL
CONSTABLE



1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

SEPTEMBER 2019
MONTHLY REPORT
TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Dan Rodriguez
Deputy Constable



Michael Sellars
Constable Clerk

Office of
Globe Regional Constable
Ruben Mancha

Sep-19

Gila County Board of Supervisors
1400 East Ash St
Globe AZ 85501

GLOBE REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **September 2019**, the Globe Regional Constable's Office:

Received a total of **151** papers for service with **208** attempts.

Drove a total of **830** miles.

Mailed a total of **72** warrant letters.

Bailiff for Justice Court **4**.

Collected a total of **\$551.00** as follows:

Total Deposited:	\$551.00
Less Refunds	<u>\$29.00</u>
Paid to General Fund:	\$551.00

Respectfully submitted,

Ruben Mancha
Globe Regional Constable
Gila County, Globe, Arizona

Constable Activity Log - Monthly



Constable: Ruben Mancha
 County: Gila
 Precinct: Globe

Deputy: Dan Rodriguez
 Constable Clerk: Michael Sellars

Total Cases Served/Attempted: 208

Mileage Total: 830

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
9/3/19	Notice of Hearing	M0441TR2018-12955	Globe Regional Justice Court	State of Arizona	Kathy Sain	Adam Boegeman/1005 W. Saddle Ln Payson, Az 85541	Adam Boegeman/GCSO - 1100 South St Globe, Az 85501	9/3/19	Served			46	Mancha
8/30/19	Hearing Order on IAH	J0403PO2019-608	Globe Regional Justice Court	Protected Information	Jeremy Garcia	Protected Information	Protected Information	9/3/19	Served				Rodriguez
9/3/19	Hearing Prior to Issue IAH	J0403PO2019-609	Globe Regional Justice Court	Protected Information	Robert Shepherd	Robert Shepherd/269 N. Winchester #84 Apache Junction, Az 85119	Robert Shepherd/1400 E. Ash St Globe, Az 85501	9/3/19	Served				Mancha
9/4/19	Order to Show Cause	J0403TR2016-1634	Globe Regional Justice Court	State of Arizona	William Slack	William Slack/474 E. Sycamore Globe, Az 85501	None	9/4/19	Attempted			52	Rodriguez
9/4/19	Five Day Notice	None	None	Maxine Van Meter	Elicia Purcella	Elicia Purcella/4450 Copper St Globe, Az 85501	Elicia Purcella/4450 Copper St Globe, Az 85501	9/4/19	Served				Rodriguez
9/3/19	Summons; Forcible Detainer	J0403CV2019-621	Globe Regional Justice Court	Robert Shepherd	Andrea Jimenez	Andrea Jimenez/541 W. Hackney #16 Globe, Az 85501	Andrea Jimenez/541 W. Hackney #16 Globe, Az 85501	9/4/19	Served				Rodriguez
8/23/19	Criminal Subpoena	J0403CR2019-366 241	Globe Regional Justice Court	State of Arizona	Randy Van Eaton	Protected Information	None	9/4/19	Attempted				Rodriguez
9/4/19	Order to Show Cause	M0441CR2004-7045	Globe Regional Justice Court	State of Arizona	Joe Yniguez	Joe Yniguez/218 S. Indian Circle Miami, Az 85539	Joe Yniguez/218 S. Indian Circle Miami, Az 85539	9/5/19	Served			50	Rodriguez
9/4/19	Criminal Subpoena	J0403CR2019-557	Globe Regional Justice Court	State of Arizona	Mae Searle	Deputy Brake/GCSO 1100 E South St Globe, Az 85501	C. Sandoval-GCSO/1177 E. Monroe Globe, Az 85501	9/5/19	Served				Rodriguez
9/4/19	Criminal Subpoena	J0403CR2019-557	Globe Regional Justice Court	State of Arizona	Mae Searle	Deputy Erickson/GCSO 1100 E. South St Globe, Az 85501	C. Sandoval-GCSO/1177 E. Monroe Globe, Az 85501	9/5/19	Served				Rodriguez
9/5/19	Notice to Appear; Petition	JV2019-120	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	9/5/19	Attempted				Rodriguez
9/5/19	Notice to Appear; Petition	JV2019-120	Gila County Superior Court	State of Arizona	Protected Information	Cherie Adams/849 S. Highland Globe, Az 85501	None	9/5/19	Attempted				Rodriguez
9/4/19	Order to Show Cause	J0403TR2016-1634	Globe Regional Justice Court	State of Arizona	William Slack	William Slack/474 E. Sycamore Globe, Az 85501	None	9/5/19	Attempted				Rodriguez
9/4/19	Criminal Subpoena	J0403CR2019-557	Globe Regional Justice Court	State of Arizona	Mae Searle	Protected Information	None	9/5/19	Attempted				Rodriguez
9/4/19	Criminal Subpoena	J0403CR2019-369	Globe Regional Justice Court	State of Arizona	Joshua Ruff	Officer Roanhorse/MPD 740 Sullivan St Miami, Az 85539	S. Borunda/MPD 740 Sullivan St Miami, Az 85539	9/5/19	Served				Rodriguez
8/28/19	Order to Show Cause	J0403TR2017-1448	Globe Regional Justice Court	State of Arizona	Lorenzo Puebla	Lorenzo Puebla/5932 E. Short Ave Globe, Az 85501	Vicki Ortiz/1065 Live Oak Miami, Az 85539	9/5/19	Served				Rodriguez
8/28/19	Order to Show Cause	J0403TR2015-1653	Globe Regional Justice Court	State of Arizona	Lorenzo Puebla	Lorenzo Puebla/5932 E. Short Ave Globe, Az 85501	Vicki Ortiz/1065 Live Oak Miami, Az 85539	9/5/19	Served				Rodriguez
8/28/19	Order to Show Cause	J0403TR2012-1376	Globe Regional Justice Court	State of Arizona	Lorenzo Puebla	Lorenzo Puebla/5932 E. Short Ave Globe, Az 85501	Vicki Ortiz/1065 Live Oak Miami, Az 85539	9/5/19	Served				Rodriguez
9/4/19	Criminal Subpoena	J0403CR2019-366	Globe Regional Justice Court	State of Arizona	Randy Van Eaton	Protected Information	Protected Information	9/5/19	Served				Rodriguez
8/23/19	Criminal Subpoena	J0403CR2019-366 241	Globe Regional Justice Court	State of Arizona	Randy Van Eaton	Protected Information	Protected Information	9/5/19	Served				Rodriguez
9/6/19	Notice to Appear; Petition	JV2019-105	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	9/6/19	Attempted			33	Rodriguez
9/6/19	Notice to Appear; Petition	JV2019-105	Gila County Superior Court	State of Arizona	Protected Information	Tanya Estes/Protected Information	None	9/6/19	Attempted				Rodriguez
9/6/19	Hearing Prior to Issue OP	J0403CV2019-36	Globe Regional Justice Court	Protected Information	Arthur Franco	Protected Information	None	9/6/19	Attempted				Rodriguez
9/6/19	Hearing Prior to Issue OP	J0403CV2019-36	Globe Regional Justice Court	Protected Information	Arthur Franco	Protected Information	Protected Information	9/7/19	Served			18	Rodriguez
9/6/19	Notice to Appear; Petition	JC2019-105	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	9/7/19	Attempted				Rodriguez
9/4/19	Order to Show Cause	J0403TR2016-1634	Globe Regional Justice Court	State of Arizona	William Slack	William Slack/474 E. Sycamore Globe, Az 85501	None	9/7/19	Attempted				Rodriguez
9/4/19	Order to Show Cause	M0441CR2017-7012	Globe Regional Justice Court	State of Arizona	Stephanie Goss Weaver	Stephanie Goss Weaver/300 S. Cherry Flats # 31 Miami, Az 85539	None	9/7/19	Attempted				Rodriguez
9/4/19	Order to Show Cause	M0441CR2009-7023	Globe Regional Justice Court	State of Arizona	Stephanie Goss Weaver	Stephanie Goss Weaver/300 S. Cherry Flats # 31 Miami, Az 85539	None	9/7/19	Attempted				Rodriguez
9/4/19	Order to Show Cause	M0441CR2017-7010	Globe Regional Justice Court	State of Arizona	Stephanie Goss Weaver	Stephanie Goss Weaver/300 S. Cherry Flats # 31 Miami, Az 85539	None	9/7/19	Attempted				Rodriguez

Constable Activity Log - Monthly



Constable: **Ruben Mancha**

Deputy: **Dan Rodriguez**

Constable Clerk: **Michael Sellars**

County: **Gila**
Precinct: **Globe**

Total Cases Served/Attempted: **208**

Mileage Total: **830**

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
9/4/19	Order to Show Cause	M0441CR2017-7012	Globe Regional Justice Court	State of Arizona	Stephanie Goss Weaver	Stephanie Goss Weaver/300 S. Cherry Flats # 31 Miami, Az 85539	None	9/8/19	Attempted				Rodriguez
9/4/19	Order to Show Cause	M0441CR2009-7023	Globe Regional Justice Court	State of Arizona	Stephanie Goss Weaver	Stephanie Goss Weaver/300 S. Cherry Flats # 31 Miami, Az 85539	None	9/8/19	Attempted				Rodriguez
9/4/19	Order to Show Cause	M0441CR2017-7010	Globe Regional Justice Court	State of Arizona	Stephanie Goss Weaver	Stephanie Goss Weaver/300 S. Cherry Flats # 31 Miami, Az 85539	None	9/8/19	Attempted				Rodriguez
9/6/19	Notice to Appear; Petition	JV2019-105	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	9/8/19	Attempted				Rodriguez
9/6/19	Notice to Appear; Petition	JV2019-105	Gila County Superior Court	State of Arizona	Protected Information	Tanya Estes/Protected Information	None	9/8/19	Attempted				Rodriguez
9/5/19	Notice to Appear; Petition	JV2019-120	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	9/9/19	Served			33	Rodriguez
9/5/19	Notice to Appear; Petition	JV2019-120	Gila County Superior Court	State of Arizona	Protected Information	Cherie Adams/849 S. Highland Globe, Az 85501	Cherie Adams/849 S. Highland Globe, Az 85501	9/9/19	Served				Rodriguez
9/6/19	Notice to Appear; Petition	JV2019-105	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	9/9/19	Attempted				Rodriguez
9/6/19	Notice to Appear; Petition	JV2019-105	Gila County Superior Court	State of Arizona	Protected Information	Tanya Estes/Protected Information	None	9/9/19	Attempted				Rodriguez
9/4/19	Order to Show Cause	J0403TR2016-1634	Globe Regional Justice Court	State of Arizona	William Slack	William Slack/474 E. Sycamore Globe, Az 85501	None	9/9/19	Attempted				Rodriguez
9/4/19	Order to Show Cause	M0441CR2017-7012	Globe Regional Justice Court	State of Arizona	Stephanie Goss Weaver	Stephanie Goss Weaver/300 S. Cherry Flats # 31 Miami, Az 85539	None	9/9/19	Attempted				Rodriguez
9/4/19	Order to Show Cause	M0441CR2009-7023	Globe Regional Justice Court	State of Arizona	Stephanie Goss Weaver	Stephanie Goss Weaver/300 S. Cherry Flats # 31 Miami, Az 85539	None	9/9/19	Attempted				Rodriguez
9/4/19	Order to Show Cause	M0441CR2009-7023	Globe Regional Justice Court	State of Arizona	Stephanie Goss Weaver	Stephanie Goss Weaver/300 S. Cherry Flats # 31 Miami, Az 85539	None	9/9/19	Attempted				Rodriguez
9/9/19	Subpoena	J0404CT20190005447	Payson Justice Court	State of Arizona	Meyyappan Karunanithi	Deputy Parker/GCSO 1100 E. South St Globe, Az 85501	J. Carbajal-GCSO/1177 E. Monroe St Globe, Az 85501	9/10/19	Served			66	Rodriguez
9/10/19	Summons; Forcible Detainer	J0403CV2019-629	Globe Regional Justice Court	Maxine Van Meter	Elisha Purcella	Elisha Purcella/445 Copper St Claypool, AZ 85532	Elisha Purcella/445 Copper St Claypool, AZ 85532	9/10/19	Served				Rodriguez
9/4/19	Order to Show Cause	J0403TR2016-1634	Globe Regional Justice Court	State of Arizona	William Slack	William Slack/474 E. Sycamore Globe, Az 85501	William Slack/474 E. Sycamore Globe, Az 85501	9/10/19	Served				Rodriguez
9/10/19	Summons & Complaint	CV2019000253	Globe Regional Justice Court	Superior Lumber Yard	Sylvester Martinez	Sylvester Martinez/5662 S. Glendale Ave Globe, Az 85501	None	9/10/19	Attempted				Rodriguez
9/10/19	Summons & Complaint	CV2019000253	Globe Regional Justice Court	Superior Lumber Yard	Sylvester Martinez	Sylvester Martinez/5662 S. Glendale Ave Globe, Az 85501	None	9/10/19	Attempted				Rodriguez
9/6/19	Notice to Appear; Petition	JV2019-105	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	9/10/19	Attempted				Rodriguez
9/6/19	Notice to Appear; Petition	JV2019-105	Gila County Superior Court	State of Arizona	Protected Information	Tanya Estes/Protected Information	None	9/10/19	Attempted				Rodriguez
9/11/19	Summons; Forcible Detainer	J0403CV2019-631	Globe Regional Justice Court	Steven Rodgers	Mike Williams	Mike Williams/859 W. Live Oak St Miami, Az 85539	Posted & Certified Mail	9/11/19	Served			40	Man cha
9/10/19	Summons & Complaint	CV2019000253	Globe Regional Justice Court	Superior Lumber Yard	Sylvester Martinez	sylvester Martinez/5662 S. Glendale Ave Globe, Az 85501	sylvester Martinez/5662 S. Glendale Ave Globe, Az 85501	9/11/19	Served				Rodriguez
9/4/19	Order to Show Cause	M0441CR2017-7012	Globe Regional Justice Court	State of Arizona	Stephanie Goss Weaver	Stephanie Goss Weaver/300 S. Cherry Flats # 31 Miami, Az 85539	None	9/11/19	Attempted				Rodriguez
9/4/19	Order to Show Cause	M0441CR2009-7023	Globe Regional Justice Court	State of Arizona	Stephanie Goss Weaver	Stephanie Goss Weaver/300 S. Cherry Flats # 31 Miami, Az 85539	None	9/11/19	Attempted				Rodriguez
9/4/19	Order to Show Cause	M0441CR2017-7010	Globe Regional Justice Court	State of Arizona	Stephanie Goss Weaver	Stephanie Goss Weaver/300 S. Cherry Flats # 31 Miami, Az 85539	None	9/11/19	Attempted				Rodriguez
9/11/19	Order of Protection	J0403PO2019000612	Globe Regional Justice Court	Protected Information	Faith Clemo	Faith Clemo/8036 S. Pinal View #A Globe, Az 85501	None	9/11/19	Attempted				Rodriguez
9/11/19	Order of Protection	J0403PO2019000612	Globe Regional Justice Court	Protected Information	Faith Clemo	Faith Clemo/1061 W. Granite Miami, Az 85539	None	9/11/19	Attempted				Rodriguez
9/11/19	Order of Protection	J0403PO2019000612	Globe Regional Justice Court	Protected Information	Faith Clemo	Faith Clemo/8036 S. Pinal View #A Globe, Az 85501	Faith Clemo/181 S. Franz Globe, Az 85501	9/11/19	Attempted				Rodriguez
9/6/19	Notice to Appear; Petition	JV2019-105	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	9/11/19	Attempted				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha
 County: Gila
 Precinct: Globe

Deputy: Dan Rodriguez
 Constable Clerk: Michael Sellars



Total Cases Served/Attempted: 208

Mileage Total: 830

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
9/6/19	Notice to Appear; Petition	JV2019-105	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	9/18/19	Attempted			28	Rodriguez
9/18/19	Summons	J0403CM2019-681	Globe Regional Justice Court	State of Arizona	Christopher Ramirez	Christopher Ramirez/4307 E. Hammond Miami, Az 85501	None	9/19/19	Attempted			38	Mancha
9/20/19	Criminal Subpoena	J0403TR2018-1924	Globe Regional Justice Court	State of Arizona	Robert Landa	Officer Perez/175 N. Pine St Globe, Az 85501	C. Haines-GPD/175 N. Pine St. Globe, Az 85501	9/23/19	Served			41	Mancha
9/23/19	Summons; Forcible Detainer	J0403CV2019-644	Globe Regional Justice Court	Avis Cooper	Craig Brooks & Michelle Meighan	Craig Brooks & Michelle Meighan/5900 N. Main St #112 Globe, Az 85501	Michelle Meighan/5900 N. Main St #112 Globe, Az 85501	9/23/19	Served				Mancha
9/20/19	Criminal Subpoena	J0403CR2019-331	Globe Regional Justice Court	State of Arizona	Mario Guerrero	Officer Power-GPD/175 N. Pine St Globe, Az 85501	C. Haines-GPD/175 N. Pine St. Globe, Az 85501	9/23/19	Served				Mancha
9/20/19	Summons	J0403CM2019-686	Globe Regional Justice Court	State of Arizona	Ned Brown	Ned Brown/904 N. Side St Globe, Az 85501	Ned Brown/904 N. Side St Globe, Az 85501	9/23/19	Served				Mancha
9/20/19	Summons	J0403CM2019-687	Globe Regional Justice Court	State of Arizona	Ned Brown	Ned Brown/904 N. Side St Globe, Az 85501	Ned Brown/904 N. Side St Globe, Az 85501	9/23/19	Served				Mancha
9/20/19	Summons; Forcible Detainer	J0403CV2019-642	Globe Regional Justice Court	State of Arizona	Beverly Krammer	Beverly Krammer/2165 N. Wheatfields Rd #61 Globe, Az 85501	Posted & Certified Mail	9/23/19	Served				Mancha
9/23/19	Order of Protection	J0403PO2019-621	Globe Regional Justice Court	Protected Information	Andres Perez	Andres Perez/Protected Information	Andres Perez/GCSO 1100 South St Globe, Az 85501	9/23/19	Served				Mancha
9/23/19	Order of Protection	J0403PO2019-620	Globe Regional Justice Court	Protected Information	Andres Perez	Andres Perez/Protected Information	Andres Perez/GCSO 1100 South St Globe, Az 85501	9/23/19	Served				Mancha
9/20/19	Summons	J0403CM2019-689	Globe Regional Justice Court	State of Arizona	Jose E S Frayrez	Jose E S Frayrez/ 350 E. Mesquite St. Globe, Az 85501	None	9/23/19	Attempted				Mancha
9/19/19	Summons & Complaint	J0403CV2019-602	Globe Regional Justice Court	Jefferson Capital Systems	Morgan Samples	Morgan Samples/724 1st Ave Miami, Az 85539	None	9/24/19	Attempted				Rodriguez
9/20/19	Summons	J0403CM2019-689	Globe Regional Justice Court	State of Arizona	Jose E S Frayrez	jose E S Frayrez/ 350 E. Mesquite St. Globe, Az 85501	jose E S Frayrez/ 350 E. Mesquite St. Globe, Az 85501	9/24/19	Served			15	Rodriguez
9/24/19	Writ of Restitution	CV2019-619	Globe Regional Justice Court	Santiago Copper Country	Laura Roten & Mackenzie Gillum	Laura Roten & Mackenzie Gillum/5900 N. Main St #75 Globe, Az 85501	Posted on Door	9/24/19	Served				Mancha
9/20/19	Notice of Hearing	J0403CT2019-728	Globe Regional Justice Court	State of Arizona	Taran Lindsay	Trooper Ridge/DPS Hwy 60/70 Globe, Az 85501	T. Gamboa-DPS/DPS Hwy 60/70 Globe, Az 85501	9/24/19	Served				Rodriguez
9/20/19	Criminal Subpoena	J0403CR2019-331	Globe Regional Justice Court	State of Arizona	Jacob Tellez	Jacob Tellez/529 W. Miami Rd Globe, Az 85501	Jacob Tellez/529 W. Miami Rd Globe, Az 85501	9/24/19	Served				Rodriguez
9/20/19	Criminal Subpoena	J0403CR2019-545	Globe Regional Justice Court	State of Arizona	Lucas Doty	Trooper Ridge/DPS Hwy 60/70 Globe, Az 85501	T. Gamboa-DPS/DPS Hwy 60/70 Globe, Az 85501	9/24/19	Served				Rodriguez
9/25/19	Order of Protection	J0403PO2019-622	Globe Regional Justice Court	Protected Information	Sheridan Army	Sheridan Army/6082 Calle De Loma Claypool, Az 85501	Sheridan Army/1100 South St Globe, Az 85501	9/25/19	Served			52	Mancha
9/24/19	Criminal Subpoena	CR2018-419	Gila County Superior Court	State of Arizona	Steven Brydie	Protected Information	Protected Information	9/25/19	Served				Mancha
9/25/19	Divorce Packet	DO201900222	Gila County Superior Court	Joshua Berumen	Patrice Armendariz	Patrice Armendariz/3615 Railroad Ave Miami, Az 85539	Patrice Armendariz/3615 Railroad Ave Miami, Az 85539	9/25/19	Served				Mancha
9/25/19	Summons	J0403CM209-692	Globe Regional Justice Court	State of Arizona	Andrew Briones	Andrew Briones/144 W. Sycamore St Globe, Az 85501	None	9/25/19	Attempted				Rodriguez
9/20/19	Criminal Subpoena	J0403CR2019-331	Globe Regional Justice Court	State of Arizona	Mario Guerrero	Protected Information	None	9/25/19	Attempted				Rodriguez
9/20/19	Criminal Subpoena	J0403CR2019-066	Globe Regional Justice Court	State of Arizona	Mario Diaz	Protected Information	None	9/25/19	Attempted				Rodriguez
9/20/19	Criminal Subpoena	J0403CR2019-163	Globe Regional Justice Court	William Jones	Protected Information	Protected Information	None	9/25/19	Attempted				Rodriguez
9/26/19	Divorce Packet	DO201900255	Gila County Superior Court	Kimberly Skinner	Scott Voigt	Scott Voigt/102 N. Spring Rd Payson, Az 85541	Scott Voigt/1100 South St Globe, Az 85501	9/26/19	Served			48	Mancha
9/25/19	Summons	J0403CM2019-692	Globe Regional Justice Court	State of Arizona	Andrew Briones	Andrew Briones/144 W. Sycamore St Globe, Az 85501	None	9/26/19	Attempted				Rodriguez
9/25/19	Summons	J0403CM2019-692	Globe Regional Justice Court	State of Arizona	Andrew Briones	Andrew Briones/144 W. Sycamore St Globe, Az 85501	None	9/26/19	Attempted				Rodriguez
9/20/19	Criminal Subpoena	J0403CR2019-331	Globe Regional Justice Court	State of Arizona	Mario Guerrero	Protected Information	None	9/26/19	Attempted				Rodriguez
9/20/19	Criminal Subpoena	J0403CR2019-163	Globe Regional Justice Court	William Jones	Protected Information	Protected Information	None	9/26/19	Attempted				Rodriguez

Constable Activity Log - Monthly



Constable: Ruben Mancha
 County: Gila
 Precinct: Globe

Deputy: Dan Rodriguez
 Constable Clerk: Michael Sellars

Total Cases Served/Attempted: 208

Mileage Total: 830

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
9/26/19	Arrest Warrant	J0403CR2009-1051	Globe Regional Justice Court	State of Arizona	Robert Verdugo	Robert Verdugo/5620 S. Glendale Ave Globe, Az 85501	Warrant letter mailed	9/26/19	Attempted				Sellars
9/26/19	Arrest Warrant	J0403CR2003-444	Globe Regional Justice Court	State of Arizona	Robert Verdugo	Robert Verdugo/5620 S. Glendale Ave Globe, Az 85501	Warrant letter mailed	9/26/19	Attempted				Sellars
9/26/19	Arrest Warrant	J0403TR2003-390	Globe Regional Justice Court	State of Arizona	Robert Verdugo	Robert Verdugo/5620 S. Glendale Ave Globe, Az 85501	Warrant letter mailed	9/26/19	Attempted				Sellars
9/26/19	Arrest Warrant	J0403CR9901386	Globe Regional Justice Court	State of Arizona	Robert Verdugo	Robert Verdugo/5620 S. Glendale Ave Globe, Az 85501	Warrant letter mailed	9/26/19	Attempted				Sellars
9/26/19	Arrest Warrant	J0403CR2018-625	Globe Regional Justice Court	State of Arizona	Ryan Ramos	Ryan Ramos/RT 6 Skill Center #107 San Carlos, Az 85550	Warrant letter mailed	9/26/19	Attempted				Sellars
9/26/19	Arrest Warrant	J0403CR2006-122	Globe Regional Justice Court	State of Arizona	Brian Cook	Brian Cook/7402 E. Diamond Ave Mesa, Az 85208	Warrant letter mailed	9/26/19	Attempted				Sellars
9/26/19	Arrest Warrant	J0403TR2014-1628	Globe Regional Justice Court	State of Arizona	Jacob Alexander	Jacob Alexander/462 W. 700 South Pima, Az 85543	Warrant letter mailed	9/26/19	Attempted				Sellars
9/26/19	Arrest Warrant		Globe Regional Justice Court	State of Arizona			Warrant letter mailed	9/26/19	Attempted				Sellars
9/26/19	Arrest Warrant		Globe Regional Justice Court	State of Arizona			Warrant letter mailed	9/26/19	Attempted				Sellars
9/20/19	Criminal Subpoena	J0403CR2019-331	Globe Regional Justice Court	State of Arizona	Mario Guerrero	Protected Information	None	9/27/19	Attempted				Rodriguez
9/19/19	Summons & Complaint	J0403CV2019-602	Globe Regional Justice Court	State of Arizona	Morgan Samples	Morgan Samples/724 1st Ave Miami, Az 85539	None	9/27/19	Attempted				Rodriguez
9/26/19	Criminal Subpoena	CR2019-356	Gila County Superior Court	State of Arizona	Brian Toumberlin	Protected Information	Protected Information	9/27/19	Served			27	Rodriguez
9/26/19	Criminal Subpoena	CR2018-195	Gila County Superior Court	State of Arizona	Elvis Kinney	Officer McCall/175 N. Pine St Globe, Az 85501	B. McCreary-GPD 175 N. Pine St Globe, Az 85501	9/27/19	Served				Rodriguez
9/27/19	Injunction Against Harassment	0403PO2019-624	Globe Regional Justice Court	Protected Information	Aaron Nichols	Aaron Nichols/5709 S. Inspiration Dr Globe, Az 85501	Aaron Nichols/5709 S. Inspiration Dr Globe, Az 85501	9/27/19	Served				Mancha
9/16/19	Summons	J0403CM2019-670	Globe Regional Justice Court	State of Arizona	James Roberts	James Roberts/985 E. Saguaro Dr Globe, Az 85501	James Roberts/1400 E. Ash St Globe, Az 85501	9/30/19	Served			78	Mancha
9/12/19	Summons	J0403CM2019-656	Globe Regional Justice Court	State of Arizona	Chesley Nielson	Chelsea Nielson/400 E. Sycamore Globe, Az 85501	Chelsea Nielson/1400 E. Ash St Globe, Az 85501	9/30/19	Served				Mancha
9/30/19	Summons	SO400CV201900285	Gila County Superior Court	Bernard J. Marie et al	St. Andrew Indian Mission or Charitable Trust et al	Gila County Treasurer	Treasurer/1400 E. Ash St Globe, Az 85501	9/30/19	Served				Mancha
9/25/19	Summons	J0403CM2019-692	Globe Regional Justice Court	State of Arizona	Andrew Briones	Andrew Briones/144 W. Sycamore St Globe, Az 85501	None	9/30/19	Attempted				Rodriguez
9/30/19	Notice to Appear; Petition	JV2019-000129	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	9/30/19	Served				Mancha
9/30/19	Arrest Warrant	J0403CR2018-596	Globe Regional Justice Court	State of Arizona	Alicia Cruz	Alicia Cruz/P O Box 448 San Carlos, Az 85550	Warrant letter mailed	9/30/19	Attempted				Sellars
9/30/19	Arrest Warrant	J0403CR2009-699	Globe Regional Justice Court	State of Arizona	Alicia Cruz	Alicia Cruz/P O Box 448 San Carlos, Az 85550	Warrant letter mailed	9/30/19	Attempted				Sellars
9/30/19	Arrest Warrant	J043CR9901887	Globe Regional Justice Court	State of Arizona	Gayle England	Gayle England/3005 Latham Blvd Miami, Az 85539	Warrant letter mailed	9/30/19	Attempted				Sellars
9/30/19	Arrest Warrant	J0403CR2000-74	Globe Regional Justice Court	State of Arizona	Gayle England	Gayle England/3005 Latham Blvd Miami, Az 85539	Warrant letter mailed	9/30/19	Attempted				Sellars
9/30/19	Arrest Warrant	J0403CR9901233	Globe Regional Justice Court	State of Arizona	Gayle England	Gayle England/3005 Latham Blvd Miami, Az 85539	Warrant letter mailed	9/30/19	Attempted				Sellars
9/30/19	Arrest Warrant	J0403CR2000-24	Globe Regional Justice Court	State of Arizona	Gayle England	Gayle England/3005 Latham Blvd Miami, Az 85539	Warrant letter mailed	9/30/19	Attempted				Sellars
9/30/19	Arrest Warrant	J0403CR9901546	Globe Regional Justice Court	State of Arizona	Gayle England	Gayle England/3005 Latham Blvd Miami, Az 85539	Warrant letter mailed	9/30/19	Attempted				Sellars
9/30/19	Arrest Warrant	J0403CR9901882	Globe Regional Justice Court	State of Arizona	Gayle England	Gayle England/3005 Latham Blvd Miami, Az 85539	Warrant letter mailed	9/30/19	Attempted				Sellars
9/30/19	Arrest Warrant	J0403CR2000-23	Globe Regional Justice Court	State of Arizona	Gayle England	Gayle England/3005 Latham Blvd Miami, Az 85539	Warrant letter mailed	9/30/19	Attempted				Sellars
9/30/19	Arrest Warrant	J0403CR2000-333	Globe Regional Justice Court	State of Arizona	Gayle England	Gayle England/3005 Latham Blvd Miami, Az 85539	Warrant letter mailed	9/30/19	Attempted				Sellars

GILA COUNTY TREASURER'S RECEIPT

GILA COUNTY, ARIZONA

126714 OCT-12

DATE 10/1/19

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND GENERAL FUND FUND # _____

REMITTING AGENCY Globe Regional Constable's Office # 381

BILLING PERIOD SERVICE FEES FOR SEPTEMBER 2019

Account Code	Direct Deposit / Check #	Revenue Description	Amount
<u>1005.321.3405.30</u>	<u>CASH</u>		<u>176</u> 00
	<u>2246</u>		<u>48</u> 00
	<u>10200</u>		<u>40</u> 00
	<u>5187</u>		<u>40</u> 00
	<u>1058</u>		<u>48</u> 00
	<u>6718</u>		<u>48</u> 00
	<u>5523</u>		<u>69</u> 00
	<u>5387</u>		<u>72</u> 00
			<u>551</u> 00

Preparer Signature: *Michael Lewis* Title CLERK

Approved Signature: *Rh Marshall* Title CONSTABLE

SUMMARY OF DEPOSIT

Currency	<u>226776</u>
Coins	
Checks	<u>375</u>
Total	<u>551</u>

2x10 = 10
 3x20 = 60
 1x10 = 10
 1x5 = 5
 1x1 = 1

 176

TREASURER By *[Signature]* Date 10-1-19

ARF-5718

Consent Agenda Item 5. L.

Regular BOS Meeting

Meeting Date: 11/05/2019

Reporting Period: Payson Regional Constable's Office Monthly Report for September 2019

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Kimberly Rust, Constable Clerk

Information

Subject

Payson Regional Constable's Office Monthly Report for September 2019.

Suggested Motion

Acknowledgment of the September 2019 monthly activity report submitted by the Payson Regional Constable's Office.

Attachments

September 2019

Terry Phillips
Deputy Constable



Kimberly Rust
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

SEPTEMBER 2019 MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Terry Phillips
Deputy Constable



Kimberly Rust
Constable Clerk

Office of
Payson Regional Constable
Tony McDaniel

October 8, 2019

Gila County Board of Supervisors
1400 East Ash St
Globe AZ 85501

PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER

For the month of **September 2019**, the Payson Regional Constable's Office:

Received a total of 187 papers for service with 210 attempts.

Drove a total of 2167 miles.

Collected a total of **\$1844.56** as follows:

Total Deposited:	\$1,844.56
Less Refunds:	<u>\$53.80</u>
Paid to General Fund:	\$1,790.76
Additional Funds from an IGA from the Town of Payson:	\$875.00
Grand Total Paid to General Fund:	<u>\$2,665.76</u>

Respectfully submitted,

Tony McDaniel
Payson Regional Constable
Gila County, Payson, Arizona

PAYSON REGIONAL CONSTABLE OFFICE
FEES COLLECTED
SEPTEMBER 2019

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH	RECEIPT NUMBER	REFUNDS
8/29/2019	Robert Stampf	1908PR212	\$40.00	Ncourt	534812	
8/30/2019	Protected Information	1908PR221	\$40.00	Cash	534813	
9/3/2019	Amber Leonard	1909PR015	\$56.00	Ncourt	534814	
9/3/2019	Star Vale Leisure Living	1909PR019	\$48.00	Ncourt	534815	
9/4/2019	Protected Information	1909PR021	\$46.80	Cash	534816	
9/4/2019	Randi Murphy	1909PR034	\$56.00	Ncourt	534817	
9/4/2019	Tony Cullum	1909PR035	\$40.00	Ncourt	534818	
9/6/2019	Koglmeier Law Group	1909PR040	\$82.00	Check	534819	
9/9/2019	Protected Information	1909PR048	\$40.00	Cash	534820	
9/9/2019	Tari Curry	1909PR050	\$61.20	Ncourt	534821	
9/10/2019	Protected Information	1909PR052	\$40.00	Ncourt	534822	
9/11/2019	Kachina Doll Trailer Park	1909PR075	\$48.00	Check	534823	
9/12/2019	Michael Basner	1908PR026	\$50.00	Cash	534824	
9/13/2019	Kenneth Guernsey	1909PR087	\$56.00	Ncourt	534825	
9/13/2019	Samuel Seay	1909PR095	\$112.00	Cash	534826	
9/13/2019	Williams Zinman Parham	1909PR096	\$165.12	Check	534827	
9/17/2019	CPM Corporation	1909PR114	\$100.00	Check	534828	\$36.00
9/18/2019	Protected Information	1909PR121	\$40.00	Check	534829	
9/18/2019	Georgia Lann	1909PR123	\$40.00	Ncourt	534830	
9/19/2019	Debora Holler	1909PR127	\$24.00	Cash	534830	
9/19/2019	Melissa Forady	1909PR125	\$56.00	Ncourt	534832	
9/19/2019	Provest	1909PR126	\$69.00	Check	534833	\$5.00
9/20/2019	James Steely	1909PR133	\$48.00	Check	534834	\$8.00
9/20/2019	Collins & Collins	1908PR046 1908PR208	\$164.44	Check	534835	
9/20/2019	Protected Information	1909PR135	\$40.00	Cash	534836	
9/23/2019	GPS Servers	1909PR139	\$64.00	Ceck	534837	
9/26/2019	Protected Information	1909PR172	\$40.00	Cash	534838	
9/27/2019	Provest	1909PR177	\$69.00	Check	534839	
9/27/2019	Provest	1909PR178	\$69.00	Check	534840	\$4.80
9/30/2019	Regina Johnson	1909PR183	\$40.00	Check	534841	
Collected:			\$1,844.56			
Refunds:			\$53.80			
Balance:			\$1,790.76			

Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips

Constable Clerk: Kimberly Rust

County: Gila
Precinct: Payson



Total Cases Served/Attempted: 210

Mileage Total: 2167.0

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
8/30/19	Criminal Subpoena	CR2018-200	Gila County Superior Court	State of Arizona	Alex Rombeger	Colton Morris / Protected Information	None	9/3/19	Attempted			85.4	McDaniel
9/3/19	Bond Forfeiture Hearing	M0444CR2019012123	Payson Magistrate Court	State of Arizona	Emma Moreno	Emma Moreno / 1106 S Sycamore Cir Payson AZ 85541	Emma Moreno / 1106 S Sycamore Cir Payson AZ 85541	9/3/19	Served				McDaniel
9/3/19	Arrest Warrant	M0444CR2019012123	Payson Magistrate Court	State of Arizona	Emma Moreno	Emma Moreno / 1106 S Sycamore Cir Payson AZ 85541	Emma Moreno / 1106 S Sycamore Cir Payson AZ 85541	9/3/19	Notified				McDaniel
8/30/19	Criminal Subpoena	CR2018-200	Gila County Superior Court	State of Arizona	Alex Rombeger	Colton Morris / Protected Information	Colton Morris / Protected Information	9/3/19	Served				McDaniel
9/3/19	Eviction Action Hearing	J0404CV2019005324	Payson Regional Justice Court	Star Vale Leisure Living	Ronald Kerr	Ronald Kerr / 16 N Star Vale #120 Star Valley AZ 85541	Posted & Certified Mailing / 16 N Star Vale #120 Star Valley AZ 85541	9/3/19	Served				McDaniel
9/3/19	Divorce Packet	DO201900175	Gila County Superior Court	Amber Leonard	Billy Leonard	Billy Leonard / 307 E Juniper #B Payson AZ 85541	Billy Leonard / 307 E Juniper #B Payson AZ 85541	9/3/19	Served				McDaniel
9/3/19	Bond Forfeiture Hearing	M0444CR2019012123	Payson Magistrate Court	State of Arizona	Emma Moreno	Richard Moreno / 1106 S Sycamore Cir Payson AZ 85541	Richard Moreno / 902 S Beeline HWY Payson AZ 85541	9/3/19	Served				McDaniel
9/3/19	Zoning Violation	CP1906-018	Community Development	State of Arizona	William Dawes	William Dawes / 8195 W Piedra Rd Payson AZ 85541	William Dawes / 8195 W Piedra Rd Payson AZ 85541	9/4/19	Served			160.2	McDaniel
8/28/19	Notice to Appear; Petition	JV2019-00117	Gila County Superior Court	State of Arizona	Protected Information	Edujives De Vasquez / 108 W Main St Payson AZ 85541	Edujives De Vasquez / 108 W Main St Payson AZ 85541	9/4/19	Served				McDaniel
9/3/19	Bond Forfeiture Hearing	M0444TR2018012955	Payson Magistrate Court	State of Arizona	Kathy Sain	Kathy Sain / Unknown	None	9/4/19	Attempted				McDaniel
9/3/19	Motion & Order	2019CR12203	Payson Magistrate Court	State of Arizona	Zaiqeri Garcia	Zaiqeri Garcia / Transient	None	9/4/19	Attempted				McDaniel
9/4/19	Injunction Against Harassment	J0404PO2019005312	Payson Regional Justice Court	Protected Information	Erin Smith	Erin Smith / 826 W Mountain View Ln Payson AZ 85541	Erin Smith / 826 W Mountain View Ln Payson AZ 85541	9/4/19	Served				McDaniel
9/4/19	Criminal Subpoena	CR2019-130	Gila County Superior Court	State of Arizona	Clyde Thomas Hubbard	Clay Begell / Protected Information	Clay Begell / Protected Information	9/4/19	Served				McDaniel
9/4/19	Criminal Subpoena	CR2019-130	Gila County Superior Court	State of Arizona	Clyde Thomas Hubbard	Officer Evans / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/4/19	Served				McDaniel
9/4/19	Criminal Subpoena	CR2019-130	Gila County Superior Court	State of Arizona	Clyde Thomas Hubbard	Detective DeSchaaf / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/4/19	Served				McDaniel
9/4/19	Criminal Subpoena	CR2019-130	Gila County Superior Court	State of Arizona	Clyde Thomas Hubbard	Sgt McAnerny / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/4/19	Served				McDaniel
9/4/19	Criminal Subpoena	CR2019-130	Gila County Superior Court	State of Arizona	Clyde Thomas Hubbard	Detective Varga / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/4/19	Served				McDaniel
9/4/19	Criminal Subpoena	CR2019-130	Gila County Superior Court	State of Arizona	Clyde Thomas Hubbard	Sgt Hansen / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/4/19	Served				McDaniel
9/4/19	Criminal Subpoena	CR2019-130	Gila County Superior Court	State of Arizona	Clyde Thomas Hubbard	Officer Bogatko / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/4/19	Served				McDaniel

Constable Activity Log - Monthly

Constable: Tony McDaniel

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Constable Clerk: Kimberly Rust

County: Gila

Precinct: Payson



Total Cases Served/Attempted:

210

Mileage Total: **2167.0**

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
9/4/19	Criminal Subpoena	CR2019-130	Gila County Superior Court	State of Arizona	Clyde Thomas Hubbard	Sgt Davies / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/4/19	Served				McDaniel
9/4/19	Criminal Subpoena	CR2019-130	Gila County Superior Court	State of Arizona	Clyde Thomas Hubbard	Detective Cadwell / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/4/19	Served				McDaniel
9/4/19	Criminal Subpoena	CR2019-130	Gila County Superior Court	State of Arizona	Clyde Thomas Hubbard	Detective Johnson / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/4/19	Served				McDaniel
9/4/19	Criminal Subpoena	CR2019-130	Gila County Superior Court	State of Arizona	Clyde Thomas Hubbard	Brett Underhill / Protected Information	Brett Underhill / Protected Information	9/4/19	Served				McDaniel
9/3/19	Zoning Violation	CP1906-009	Community Development	State of Arizona	Candese & James Bridges	Candese & James Bridges / 5657 Manzanita Trail Pine AZ 85544	None	9/4/19	Attempted				McDaniel
9/4/19	Divorce Packet	DO201900217	Gila County Superior Court	Randi murphy	Michael Murphy	Michael Murphy / 300 W Springdale Star Valley AZ 85541	Michael Murphy / 300 W Springdale Star Valley AZ 85541	9/4/19	Served				Phillips
9/3/19	Zoning Violation	CP1906-016	Community Development	State of Arizona	John Adams	John Adams / 984 N Deer Creek Rd Payson AZ 85541	John Adams / 984 N Deer Creek Rd Payson AZ 85541	9/4/19	Served				Phillips
9/4/19	Criminal Subpoena	CR2019-130	Gila County Superior Court	State of Arizona	Clyde Thomas Hubbard	Deon Smoyer / Protected Information	None	9/4/19	Attempted				McDaniel
9/4/19	Criminal Subpoena	CR2019-130	Gila County Superior Court	State of Arizona	Clyde Thomas Hubbard	Deon Smoyer / Protected Information	None	9/5/19	Attempted			115.2	McDaniel
9/4/19	Criminal Subpoena	CR2019-130	Gila County Superior Court	State of Arizona	Clyde Thomas Hubbard	Deon Smoyer / Protected Information	Deon Smoyer / Protected Information	9/6/19	Served			138.3	McDaniel
9/6/19	Summons	CR2019-344	Gila County Superior Court	State of Arizona	Travis Atchley	Travis Atchley / 62 E Switchman Ln Star Valley AZ 85541	Travis Atchley / 62 E Switchman Ln Star Valley AZ 85541	9/6/19	Served				McDaniel
9/6/19	Injunction Aainst Harassment	P0400PO201900094	Gila County Superior Court	Protected Information	Jesse Williamson	Jesse Williamson / 805 S Beeline Hwy Payson AZ 85541	Jesse Williamson / 805 S Beeline Hwy Payson AZ 85541	9/6/19	Served				McDaniel
9/6/19	Subpoena	S0400CV201900254	Gila County Superior Court	Beaver Valley Impvemnt Association	Beaver Land LLC	Scott Buzan / Protected information	Scott Buzan / Protected Information	9/6/19	Served				McDaniel
9/6/19	Order of Protection	P0400PO201900093	Gila County Superior Court	Protected Information	Jerry Michael Morris	Jerry Michael Morris / 22 N. Cornerstone Wy. Star Valley, AZ 85541	Jerry Michael Morris / 22 N. Cornerstone Wy. Star Valley, AZ 85541	9/6/19	Served				McDaniel
9/6/19	Writ of Restitution	CV2019-005314FD	Payson Regional Justice Court	Maurnez Apts	Grayson Lance	Grayson Lance 110 W. Airport Apt. #14 Payson, AZ 85541	Grayson Lance 110 W. Airport Apt. #14 Payson, AZ 85541	9/6/19	Served				Phillips
9/9/19	Subpoena	J0404TR2019001994	Payson Regional Justice Court	State of Arizona	Rick Hill	Sgt Garrett / 108 W Main ST Payson AZ 85541	GCSO Clipboard, Mailbox & Email 108 W Main St Payson AZ 85541	9/9/19	Served			94.5	Phillips
9/9/19	Subpoena	M0444TR2019012544	Payson Magistrate Court	State of Arizona	Lisa O'Dell	Officer Oldeschulte / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/9/19	Served				Phillips
9/9/19	Subpoena	M0444CT2019013000	Payson Magistrate Court	State of Arizona	John Kent	Officer Bogatko / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/9/19	Served				Phillips
9/9/19	Subpoena	J0404CT2019005309	Payson Regional Justice Court	State of Arizona	Saul Lopez	Trooper Montgomery / 201 N Colcord Payson AZ 85541	Cpt White / 201 N Colcord Payson AZ 85541	9/9/19	Served				Phillips

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Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
9/9/19	Subpoena	J0404TR2019002447	Payson Regional Justice Court	State of Arizona	Ricky Aydelott	Trooper Zickefoose / 201 N Colcord Payson AZ 85541	Cpt White / 201 N Colcord Payson AZ 85541	9/9/19	Served				Phillips
9/9/19	Subpoena	J0404TR2019002200	Payson Regional Justice Court	State of Arizona	Michale Mariani	Tooper Quine / 201 N Colcord Payson AZ 85541	Cpt White / 201 N Colcord Payson AZ 85541	9/9/19	Served				Phillips
9/9/19	Subpoena	J0404TR2019002304	Payson Regional Justice Court	State of Arizona	Marcellus Stefaniak	Trooper Harold / 201 N Colcord Payson AZ 85541	Cpt White / 201 N Colcord Payson AZ 85541	9/9/19	Served				Phillips
9/9/19	Subpoena	J0404CF2019005302	Payson Regional Justice Court	State of Arizona	Laurie Munn	Deputy Lara / 108 W Main St Payson AZ 85541	Deputy Lara / 108 W Main St Payson AZ 85541	9/9/19	Served				Deputy Sanks
9/9/19	Injunction Aainst Harassment	J0404PO2019005316	Payson Regional Justice Court	Protected Information	William Jones	William Jones / 124 N Pinon Rd Star Valley AZ 85541	William Jones / 124 N Pinon Rd Star Valley AZ 85541	9/9/19	Served				Phillips
9/9/19	Summons & Complaint	CV201905335	Payson Regional Justice Court	Tari Curry	Charles Ayon	Charles Ayon / 4230 N HWY #4 Rye AZ 85544	Charles Ayon / 4230 N HWY #4 Rye AZ 85544	9/9/19	Served				Phillips
9/9/19	Subpoena	DO201900086	Gila County Superior Court	Christina Jones	Derek Jones	JP Morgan Chase Bank / 201 S Beeline HWY Payson AZ 85541	Tim Tatman / 201 S Beeline HWY Payson AZ 85541	9/9/19	Served				Phillips
9/9/19	Summons & Complaint	CV2019004084	Maricopa County Superior Court	Villa De Vallarta Asscoiation	Debra Richardson	Debra Richardson / 199 N Wildcat Cir Payson AZ 85541	108 W Main St Payson AZ 85541	9/9/19	Served				Phillips
9/10/19	Workplace Injunction	J0404PO2019005318	Payson Regional Justice Court	Protected Information	Juaquina Contreras	Juaquina Contreras / 401 S Mariposa Payson AZ 85541	None	9/10/19	Attempted			70.5	Phillips
9/10/19	Divorce Packet	DO201900235	Gila County Superior Court	Stacy Stewart	Gerald Stewart	Gerald Stewart / 8157 N Deadeye #3 Payson AZ 85541	Gerald Stewart / 8157 N Deadeye #3 Payson AZ 85541	9/10/19	Served				Phillips
9/10/19	Workplace Injunction	J0404PO2019005318	Payson Regional Justice Court	Protected Information	Juaquina Contreras	Juaquina Contreras / 401 S Mariposa Payson AZ 85541	None	9/10/19	Attempted				Phillips
9/10/19	Order of Protection	J0404PO2019005319	Payson Regional Justice Court	Protected information	Arnold Canales	Arnold Canales / Unkknown	Tried calling left message	9/10/19	Attempted				Phillips
9/10/19	Order of Protection	J0404PO2019005319	Payson Regional Justice Court	Protected Information	Arnold Canales	Arnold Canales / Unkknown	Obtain info from PPD	9/10/19	Attempted				Rust
9/10/19	Workplace Injunction	J0404PO2019005318	Payson Regional Justice Court	Protected Information	Juaquina Contreras	Juaquina Contreras / 401 S Mariposa Payson AZ 85541	Juaquina Contreras / 206 E Aero Dr Payson AZ 85541	9/11/19	Served			128.3	Phillips
9/11/19	Subpoena	J0404TR2019005301	Payson Regional Justice Court	State of Arizona	Marni Link	Deputy Highstreet / 108 W Main St Payson AZ 85541	GCSO Clipboard, Mailbox & Email 108 W Main St Payson AZ 85541	9/11/19	Served				McDaniel
9/11/19	Criminal Subpoena	CR2018468	Gila County Superior Court	State of Arizona	Jeffrey Lidster	Sgt Binney / 108 W Main St Payson AZ 85541	GCSO Clipboard, Mailbox & Email 108 W Main St Payson AZ 85541	9/11/19	Served				McDaniel
9/11/19	Criminal Subpoena	CR2018468	Gila County Superior Court	State of Arizona	Jeffrey Lidster	Ex Chief Engler / 303 N Beeline HWY Payson AZ 85541	Ex Chief Engler / 303 N Beeline HWY Payson AZ 85541	9/11/19	Served				McDaniel
9/11/19	Criminal Subpoena	CR2018188	Gila County Superior Court	State of Arizona	Tanner Hatch	Ex Chief Engler / 303 N Beeline HWY Payson AZ 85541	Ex Chief Engler / 303 N Beeline HWY Payson AZ 85541	9/11/19	Served				McDaniel
9/11/19	Criminal Subpoena	CR2018188	Gila County Superior Court	State of Arizona	Tanner Hatch	Vickie Andrews / Protected Information	Vickie Andrews / Protected Information	9/11/19	Served				Phillips

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										Mileage Start	Mileage End	Daily Mileage	
9/11/19	Criminal Subpoena	CR2018468	Gila County Superior Court	State of Arizona	Jeffrey Lidster	Detective Varga / 303 N Beeline HWY Payson AZ 85541	Records Clerk Haynie / 303 N Beeline HWY Payson AZ 85541	9/11/19	Served				Phillips
9/11/19	Criminal Subpoena	CR2018468	Gila County Superior Court	State of Arizona	Jeffrey Lidster	Office Davies / 303 N Beeline HWY Payson AZ 85541	Records Clerk Haynie / 303 N Beeline HWY Payson AZ 85541	9/11/19	Served				Phillips
9/11/19	Criminal Subpoena	CR2018468	Gila County Superior Court	State of Arizona	Jeffrey Lidster	Sgt McAnerny / 303 N Beeline HWY Payson AZ 85541	Records Clerk Haynie / 303 N Beeline HWY Payson AZ 85541	9/11/19	Served				Phillips
9/11/19	Criminal Subpoena	CR2018468	Gila County Superior Court	State of Arizona	Jeffrey Lidster	Officer Cadwell / 303 N Beeline HWY Payson AZ 85541	Records Clerk Haynie / 303 N Beeline HWY Payson AZ 85541	9/11/19	Served				Phillips
9/11/19	Criminal Subpoena	CR2018468	Gila County Superior Court	State of Arizona	Jeffrey Lidster	Detective DeSchaaf / 303 N Beeline HWY Payson AZ 85541	Records Clerk Haynie / 303 N Beeline HWY Payson AZ 85541	9/11/19	Served				Phillips
9/11/19	Criminal Subpoena	CR2018188	Gila County Superior Court	State of Arizona	Tanner Hatch	Officer Rush / 303 N Beeline HWY Payson AZ 85541	Records Clerk Haynie / 303 N Beeline HWY Payson AZ 85541	9/11/19	Served				Phillips
9/11/19	Criminal Subpoena	CR2018188	Gila County Superior Court	State of Arizona	Tanner Hatch	Sgt McAnerny / 303 N Beeline HWY Payson AZ 85541	Records Clerk Haynie / 303 N Beeline HWY Payson AZ 85541	9/11/19	Served				Phillips
9/11/19	Criminal Subpoena	CR2018188	Gila County Superior Court	State of Arizona	Tanner Hatch	Detective Johnson / 303 N Beeline HWY Payson AZ 85541	Records Clerk Haynie / 303 N Beeline HWY Payson AZ 85541	9/11/19	Served				Phillips
9/11/19	Criminal Subpoena	CR2018188	Gila County Superior Court	State of Arizona	Tanner Hatch	Detective Hansen / 303 N Beeline HWY Payson AZ 85541	Records Clerk Haynie / 303 N Beeline HWY Payson AZ 85541	9/11/19	Served				Phillips
9/11/19	Subpoena	J0404CF20190053-03	Payson Regional Justice Court	State of Arizona	Rivor Johnson	Sgt McAnerny / 303 N Beeline HWY Payson AZ 85541	Records Clerk Haynie / 303 N Beeline HWY Payson AZ 85541	9/11/19	Served				Phillips
9/11/19	Subpoena	2019CR143	Payson Regional Justice Court	State of Arizona	Joshua Skalberg	Deputy Labonte / 108 W Main St Payson AZ 85541	GCSO Clipboard, Mailbox & Email 108 W Main St Payson AZ 85541	9/11/19	Served				McDaniel
9/11/19	Criminal Subpoena	CR2018468	Gila County Superior Court	State of Arizona	Jeffrey Lidster	Kristen Martinez / Protected Information	Kristen Martinez / Protected Information	9/11/19	Served				Phillips
9/11/19	Criminal Subpoena	CR2018468	Gila County Superior Court	State of Arizona	Jeffrey Lidster	William Deshay / Protected Information	None	9/11/19	Attempted				McDaniel
9/11/19	Eviction Action Hearing	J0404CV20190053-37	Payson Regional Justice Court	Kachina Doll Trailer Park	Riley Taylor	Riley Taylor / 1001 S Goodnow #12 Payson AZ 85541	Posted & Certified Mailed / 1001 S Goodnow #12 Payson AZ 85541	9/11/19	Served				McDaniel
9/11/19	Criminal Subpoena	CR2018468	Gila County Superior Court	State of Arizona	Jeffrey Lidster	William Deshay / Protected Information	None	9/11/19	Attempted				McDaniel
9/12/19	Subpoena	2018CR291	Payson Regional Justice Court	State of Arizona	Mark Butler	Officer Palmer / Tonto Apache Police Dpartment	Officer Palmer / Tonto Apache Police Dpartment	9/12/19	Served			68.5	McDaniel
9/12/19	Criminal Subpoena	CR2018331	Gila County Superior Court	State of Arizona	William Richmond	Sgt McAnerny / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/12/19	Served				McDaniel
9/12/19	Criminal Subpoena	CR2018331	Gila County Superior Court	State of Arizona	William Richmond	Officer Cadwell / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/12/19	Served				McDaniel
9/12/19	Criminal Subpoena	CR2018331	Gila County Superior Court	State of Arizona	William Richmond	Detective Varga / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/12/19	Served				McDaniel

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210

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Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
9/12/19	Criminal Subpoena	CR2018331	Gila County Superior Court	State of Arizona	William Richmond	Officer Bogatko / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/12/19	Served				McDaniel
9/11/19	Criminal Subpoena	CR2018468	Gila County Superior Court	State of Arizona	Jeffrey Lidster	William Deshay / Protected Information	William Deshay / Protected Information	9/12/19	Served				McDaniel
9/12/19	Child Custody Packet	DO201900204	Gila County Superior Court	Michael Basner	Marie Charlson	Marie Charlson / 107 E Bonita #7 Payson AZ 85541	None	9/12/19	Attempted				McDaniel
9/12/19	Child Custody Packet	DO201900204	Gila County Superior Court	Michael Basner	Marie Charlson	Marie Charlson / 107 E Bonita #F Payson AZ 85541	None	9/12/19	Served				McDaniel
9/12/19	Subpena	J0404CF201905303	Payson Regional Justice Court	State of Arizona	Rivor Johnson	Sgt Varga / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/12/19	Served				McDaniel
9/12/19	Criminal Subpoena	CR20170158	Gila County Superior Court	State of Arizona	Rachel Undewood	Sgt Varga / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/12/19	Served				McDaniel
9/12/19	Criminal Subpoena	CR20170158	Gila County Superior Court	State of Arizona	Rachel Undewood	Sgt McAnerny / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/12/19	Served				McDaniel
9/12/19	Criminal Subpoena	CR20170158	Gila County Superior Court	State of Arizona	Rachel Undewood	Detective Johnson / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/12/19	Served				McDaniel
9/11/19	Criminal Subpoena	CR2018188	Gila County Superior Court	State of Arizona	Tanner Hatch	Greg Wyman / Protected Information	Greg Wyman / Protected Information	9/13/19	Served			136.8	McDaniel
9/13/19	Child Custody Packet	DO201900236	Gila County Superior Court	Kenneth Guernsey	Cassandra Barnes	Cassandra Barnes / 511 E Wade Ln Payson AZ 85541	Cassandra Barnes / 511 E Wade Ln Payson AZ 85541	9/13/19	Served				McDaniel
9/13/19	Criminal Subpoena	CR2018609	Gila County Superior Court	State of Arizona	Marcia Langley	Detective Varga / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/13/19	Served				McDaniel
9/13/19	Criminal Subpoena	CR2018609	Gila County Superior Court	State of Arizona	Marcia Langley	Sgt Varga / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/13/19	Served				McDaniel
9/13/19	Criminal Subpoena	CR2018609	Gila County Superior Court	State of Arizona	Marcia Langley	Detective Hansen / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/13/19	Served				McDaniel
9/13/19	Criminal Subpoena	CR2018609	Gila County Superior Court	State of Arizona	Marcia Langley	Officer Linkey / 303 N Beeline HWY Payson AZ 8541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/13/19	Served				McDaniel
9/13/19	Criminal Subpoena	CR2018609	Gila County Superior Court	State of Arizona	Marcia Langley	Detective DeSchaaf / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/13/19	Served				McDaniel
9/13/19	Criminal Subpoena	CR2018609	Gila County Superior Court	State of Arizona	Marcia Langley	Officer Davies / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/13/19	Served				McDaniel
9/13/19	Criminal Subpoena	CR2018609	Gila County Superior Court	State of Arizona	Marcia Langley	Donald Garvin / Protected Information	Donald Garvin / Protected Information	9/13/19	Served				McDaniel
9/13/19	Hearing Prior to Injunction Against Harassment	J0404PO2019005320	Payson Regional Justice Court	Protected Information	Jerald Gibson	Jerald Gibson / 108 W Main St Payson AZ 85541	Jerald Gibson / 108 W Main St Payson AZ 85541	9/13/19	Served				Rust
9/13/19	Summons Eviction Action	2019CV340FDEV	Payson Regional Justice Court	Wilmore Wholesale	Brandon Stets	Brandon Stets / 4783 N AZ HWY 288 Young, AZ 85554	Posted & Certified Mailed / 4783 N AZ HWY 288 Young, AZ 85554	9/13/19	Served				McDaniel

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Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
9/16/19	Subpoena	2019CR12210	Payson Magistrate Court	State of Arizona	James Vickers	Danielle Vickers / Protected Information	Danielle Vickers / Protected Information	9/16/19	Served			94.6	McDaniel
9/16/19	Subpoena	2019CR12210	Payson Magistrate Court	State of Arizona	James Vickers	Officer Meza / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/16/19	Served				McDaniel
9/16/19	Subpoena	2019CR12210	Payson Magistrate Court	State of Arizona	James Vickers	Sgt Varga / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/16/19	Served				McDaniel
9/16/19	Subpoena	2019CR12210	Payson Magistrate Court	State of Arizona	James Vickers	Sgt Hansen / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/16/19	Served				McDaniel
9/16/19	Subpoena	2019CR12210	Payson Magistrate Court	State of Arizona	James Vickers	Officer Brennan / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/16/19	Served				McDaniel
9/16/19	Subpoena	2019CR12210	Payson Magistrate Court	State of Arizona	James Vickers	Officer Oldeschulte / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/16/19	Served				McDaniel
9/16/19	Notice to Appear; Petition	JV201900121	Gila County Superior Court	State of Arizona	Protected Information	Gina Brooks / Protected Information	Gina Brooks / Protected Information	9/16/19	Served				McDaniel
9/16/19	Notice to Appear; Petition	JV201900122	Gila County Superior Court	State of Arizona	Protected Information	Ana Perez / Protected Information	Ana Perez / Protected Information	9/16/19	Served				McDaniel
9/16/19	Notice to Appear; Petition	JV201900123	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	9/16/19	Served				McDaniel
9/16/19	Bailiff	None	Gila County Superior Court	Assisted Superior Court with Security for hearings for 1.5 hours.				9/16/19	N/A				McDaniel
9/13/19	Summons	J0404CM20190053 21	Payson Regional Justice Court	State of Arizona	Kendra Hall	Kendra Hall / 603 E Evergreen St Payson AZ 85541	None	9/16/19	Attempted				McDaniel
9/16/19	Notice to Appear; Petition	JV201900123	Gila County Superior Court	State of Arizona	Protected Information	Irma Reyes Jimenez / Protected Information	None	9/16/19	Attempted				McDaniel
9/13/19	Summons	J0404CM20190053 21	Payson Regional Justice Court	State of Arizona	Kendra Hall	Kendra Hall / 612 W Frontier St Payson AZ 85541	None	9/16/19	Attempted				McDaniel
9/16/19	Notice to Appear; Petition	JV201900122	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	9/16/19	Served				McDaniel
9/16/19	Notice to Appear; Petition	JV201900121	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	9/16/19	Attempted				McDaniel
9/13/19	Summons	J0404CM20190053 21	Payson Regional Justice Court	State of Arizona	Kendra Hall	Kendra Hall / 603 E Evergreen St Payson AZ 85541	None	9/16/19	Attempted				McDaniel
9/16/19	Notice to Appear; Petition	JV201900123	Gila County Superior Court	State of Arizona	Protected Information	Irma Reyes Jimenez / Protected Information	Irma Reyes Jimenez / Protected Information	9/16/19	Served				McDaniel
9/16/19	Notice to Appear; Petition	JV201900121	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	9/16/19	Attempted				McDaniel
9/13/19	Summons	M0444CM2019013 033	Payson Magistrate Court	State of Arizona	Christian Reynolds	Christian Reynolds / 962 W Oxbow Trl #112 Payson AZ 85541	None	9/16/19	Attempted				McDaniel

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Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
9/13/19	Summons	M0444CM2019013033	Payson Magistrate Court	State of Arizona	Christian Reynolds	Christian Reynolds / 606 N Beeline HWY Payson AZ 85541	Christian Reynolds / 606 N Beeline HWY Payson AZ 85541	9/16/19	Served				McDaniel
9/13/19	Summons	J0404CM2019005323	Payson Regional Justice Court	State of Arizona	Sidney Dando	Sidney Dando / 609 W Graff Dr Payson AZ 85541	None	9/16/19	Attempted				McDaniel
9/13/19	Summons	J0404CM2019005323	Payson Regional Justice Court	State of Arizona	Sidney Dando	Sidney Dando / 609 W Graff Dr Payson AZ 85541	Sidney Dando / 609 W Graff Dr Payson AZ 85541	9/16/19	Served				McDaniel
9/16/19	Notice to Appear, Petition	JV201900121	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	9/17/19	Served			63.4	McDaniel
9/17/19	Subpoena	JV2019-088	Gila County Superior Court	State of Arizona	Protected Information	Amber Jacobs / Protected Information	None	9/17/19	Served				McDaniel
9/17/19	Subpoena	JV2019-088	Gila County Superior Court	State of Arizona	Protected Information	Amber Jacobs / Protected Information	Amber Jacobs / Protected Information	9/17/19	Served				McDaniel
9/17/19	Summons & Complaint	SD400CV201900244	Gila County Superior Court	Ed A Kid LLC	Sundi & Jaob Sopeland	Sundi & Jacob Sopeland / 201 E HWY 260 Payson AZ 85541	Sundi & Jacob Sopeland / 201 E HWY 260 Payson AZ 85541	9/17/19	Served				McDaniel
9/17/19	Child Support Packet	DO201900237	Gila County Superior Court	State of Arizona	Johnathan Tiffin	Johnathan Tiffin / 801 E Frontier St #49 Payson AZ 85541	None	9/17/19	Attempted				McDaniel
9/17/19	Child Support Packet	DO201900237	Gila County Superior Court	State of Arizona	Johnathan Tiffin	Johnathan Tiffin / 801 E Frontier St #49 Payson AZ 85541	Johnathan Tiffin / 801 E Frontier St #49 Payson AZ 85541	9/17/19	Served				McDaniel
9/18/19	Subpoena	2019TR1945	Payson Regional Justice Court	State of Arizona	Zachary Yarbrough	Deputy Highstreet / 108 W Main St Payson AZ 85541	GCSD Clipboard, Mailbox & Email 108 W Main St Payson AZ 85541	9/18/19	Served			140.5	Phillips
9/18/19	Order to Show Cause	TR2019-112319	North Mesa Justice Court	State of Arizona	Chad Leblanc	Chad Leblanc / 401 E HWY 260 Payson AZ 85541	Chad Leblanc / 401 E HWY 260 Payson AZ 85541	9/18/19	Served				McDaniel
9/18/19	30 Day Notice	None	None	Georgia Lann	Mary Hansen	Mary Hansen / 8170 Gunsight Ridge Payson AZ 85541	Mary Hansen / 8170 Gunsight Ridge Payson AZ 85541	9/18/19	Served				McDaniel
9/18/19	Subpoena	2019TR1945	Payson Regional Justice Court	State of Arizona	Zachary Yarbrough	Kelly Ames / Protected Information	Kelly Ames / Protected Information	9/18/19	Served				Phillips
9/18/19	Subpoena	2019TR1945	Payson Regional Justice Court	State of Arizona	Zachary Yarbrough	Tanner Taft / Protected Information	Tanner Taft / Protected Information	9/18/19	Served				Phillips
9/18/19	Injunction Against Harassment	J0404PO2019005324	Payson Regional Justice Court	Protected Information	Dylan Morton	Dylan Morton / 8191 Mesalero Payson AZ 85541	Dylan Morton / 8191 Mesalero Payson AZ 85541	9/18/19	Served				Phillips
9/13/19	Summons	J0404CM2019005324	Payson Regional Justice Court	State of Arizona	Jacqueline Bennett	Jacqueline Bennett / 57560 N AZ HWY 188 #22/23 Jakes Corner AZ 85541	Jacqueline Bennett / 57560 N AZ HWY 188 #22/23 Jakes Corner AZ 85541	9/18/19	Served				Phillips
9/13/19	Writ of Execution	J0404CV2018000028	Payson Regional Justice Court	Samuel Seay	Manuel Arguello	Manuel Arguello / 4458 E AZ HWY 260 Star Valley AZ 85541	Manuel Arguello / 4458 E AZ HWY 260 Star Valley AZ 85541	9/18/19	Served				McDaniel
8/12/19	Arrest Warrant	M0444TR2018013010	Payson Magistrate Court	State of Arizona	Angelica Klingensmith	Angelica Klingensmith / 1001 S Goodfellow #1 Payson AZ 85541	Spoke on Phone	9/19/19	Informed			112.4	McDaniel
9/17/19	Arrest Warrant	M0444CM2019013010	Payson Magistrate Court	State of Arizona	Frederick Johnson	Frederick Johnson / 013 W Chatham Dr Payson AZ 85541	Spoke on Phone	9/19/19	Informed				McDaniel

Constable Activity Log - Monthly

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Deputy: Terry Phillips

Constable Clerk: Kimberly Rust



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Precinct: Payson

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9/19/19	Notice	None	None	Debora May Holler	Justin Lon Ellington	Justin Lon Ellington / 108 W Main St Payson AZ 85541	Justin Lon Ellington / 108 W Main St Payson AZ 85541	9/19/19	Served				McDaniel
9/19/19	Minute Entry	S0400DO20100051	Gila County Superior Court	State of Arizona	Michael Wayne Dunegan	Danielle Piazza / 1014 S Cedarcrest Payson AZ 85541	Danielle Piazza / 1014 S Cedarcrest Payson AZ 85541	9/19/19	Served				McDaniel
9/19/19	Divorce Packet	D0201900233	Gila County Superior Court	Melissa Foradory	Andres Foradory	Andres Foradory / 215 w Estate Ln Payson AZ 85541	Andres Foradory / 215 W Estate Ln Payson AZ 85541	9/19/19	Served				Phillips
9/19/19	Summons & Complaint	2019CV53110V	Payson Regional Justice Court	Citibank NA	Sandi Dechant & J. Doe	Sandi Dechant / 801 E Frontier #23or 28 Payson AZ 85541	None	9/19/19	Attempted				Phillips
9/19/19	Summons & Complaint	2019CV53110V	Payson Regional Justice Court	Citibank NA	Sandi Dechant & J. Doe	Sandi Dechant / 108 W Main St Payson AZ 85541	Sandi Dechant / 10 W Main St Payson AZ 85541	9/19/19	Served				Phillips
9/20/19	Subpoena	J0404TR2019002633	Payson Regional Justice Court	State of Arizona	Eliodoro Meza-Osuna	Trooper Montgomery / 201 N Colcord Payson AZ 85541	Trooper Richardson / 108 W Main St Payson AZ 85541	9/20/19	Served			76.3	McDaniel
9/20/19	Subpoena	J0404CT2019005470	Payson Regional Justice Court	State of Arizona	Jose Castillo Robles	Deputy Thomason / 108 W Main St Payson AZ 85541	GCSO Clipboard, Mailbox & Email 108 W Main St Payson AZ 85541	9/20/19	Served				McDaniel
9/20/19	Subpoena	J0404TR2019001994	Payson Magistrate Court	State of Arizona	Rick Hill	Sgt Garrett / 108 W Main ST Payson AZ 85541	GCSO Clipboard, Mailbox & Email 108 W Main St Payson AZ 85541	9/20/19	Served				McDaniel
9/13/19	Summons	J0404CM2019005321	Payson Regional Justice Court	State of Arizona	Kendra Hall	Kendra Hall / 603 E Evergreen St Payson AZ 85541	Kendra Hall / 603 E Evergreen St Payson AZ 85541	9/20/19	Served				McDaniel
9/13/19	Subpoena	M0444TR2019012553	Payson Magistrate Court	State of Arizona	Samuel Kinzer	Officer Lee / 303 N Beeline HWY Payson AZ 85541	PPD Front Reception / 303 N Beeline HWY Payson AZ 85541	9/20/19	Served				McDaniel
9/13/19	Eviction Action Hearing	J0404CV2019005348	Payson Regional Justice Court	James Steely	Sabina Howard	Sabina Howard / 8191 Mescalero Payson AZ 85541	Dylan Morton / 8191 Mescalero Payson AZ 85541	9/20/19	Served				McDaniel
9/20/19	Order to Show Cause	J0404PO2019005325	Payson Regional Justice Court	Protected Information	Roberta Miller	Roberta Miller / 201 W Aero Payson AZ 85541	None	9/20/19	Attempted				McDaniel
9/20/19	Order to Show Cause	J0404PO2019005325	Payson Regional Justice Court	Protected Information	Roberta Miller	Roberta Miller / 201 W Aero Payson AZ 85541	Roberta Miller / 201 W Aero Payson AZ 85541	9/20/19	Served				McDaniel
9/20/19	Injunction Aainst Harassment	J0404PO2019005326	Payson Regional Justice Court	Protected Information	Thomas Mizner	Thomas Mizner / 3933 E HWY 260 #40 Star Valley AZ 85541	Thomas Mizner / 3933 E HWY 260 #40 Star Valley AZ 85541	9/20/19	Served				McDaniel
9/20/19	Divorce Packet	DO201900248	Gila County Superior Court	Janet Omalley	Timothy Omalley	Timothy Omalley / 3758 E AZ HWY 260 #8 Star Valley AZ 85541	Timothy Omalley / 3758 E AZ HWY 260 #8 Star Valley AZ 85541	9/20/19	Served				McDaniel
9/23/19	Divorce Packet	DO201900253	Gila County Superior Court	Anna Lombardi	Michael Lombardi	Michael Lombardi / 718 S Ridgeway Ln Payson AZ 85541	Michael Lombardi / 718 S Ridgeway Ln Payson AZ 85541	9/23/19	Served			57.2	McDaniel
9/23/19	Summons & Complaint	2019CV5339UN	Payson Regional Justice Court	LVNV Funding LLC	Kenneth Boeckel	Kenneth Boeckel / 239 S River Rd Gisela AZ 85541	Kenneth Boeckel / 239 S River Rd Gisela AZ 85541	9/24/19	Served			102.5	McDaniel
9/24/19	Subpoena	2018CR375	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Harry Wroblecki / Protected Information	Harry Wroblecki / Protected Information	9/24/19	Served				McDaniel
9/24/19	Subpoena	2018CR374	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Harry Wroblecki / Protected Information	Harry Wroblecki / Protected Information	9/24/19	Served				McDaniel

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9/24/19	Subpoena	2018CR373	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Harry Wroblecki / Protected Information	Harry Wroblecki / Protected Information	9/24/19	Served				McDaniel
9/24/19	Subpoena	2018CR375	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Traci Moilanen / Protected Information	Traci Moilanen / Protected Information	9/24/19	Served				Constable Elliot
9/24/19	Subpoena	2018CR374	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Traci Moilanen / Protected Information	Traci Moilanen / Protected Information	9/24/19	Served				Constable Elliot
9/24/19	Subpoena	2018CR373	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Traci Moilanen / Protected Information	Traci Moilanen / Protected Information	9/24/19	Served				Constable Elliot
9/24/19	Subpoena	2018CR375	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Darrin Moilanen / Protected Information	Darrin Moilanen / Protected Information	9/24/19	Served				Constable Elliot
9/24/19	Subpoena	2018CR374	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Darrin Moilanen / Protected Information	Darrin Moilanen / Protected Information	9/24/19	Served				Constable Elliot
9/24/19	Subpoena	2018CR373	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Darrin Moilanen / Protected Information	Darrin Moilanen / Protected Information	9/24/19	Served				Constable Elliot
9/24/19	Criminal Subpoena	CR2018419	Payson Regional Justice Court	State of Arizona	Steven Brydie	Brenda Roberts / Protected Information	Brenda Roberts / Protected Information	9/24/19	Served				McDaniel
9/24/19	Motion and Order	2019CR12199	Payson Magistrate Court	State of Arizona	Joel Lucas	Jose Lucas / 602 S Colcord #4 Payson AZ 85541	None	9/24/19	Attempted				McDaniel
9/24/19	Motion and Order	2019CR12199	Payson Magistrate Court	State of Arizona	Joel Lucas	Jose Lucas / 602 S Colcord #4 Payson AZ 85541	None	9/24/19	Attempted				McDaniel
9/24/19	Criminal Subpoena	CR2018419	Gila County Superior Court	State of Arizona	Steven Brydie	Jeffery Roberts / Protected Information	None	9/24/19	Attempted				McDaniel
9/25/19	Notice to Appear; Petition	JV201900128	Gila County Superior Court	State of Arizona	Protected Information	Jessica Velez / Protected Information	Jessica Velez / Protected Information	9/25/19	Served			146.8	McDaniel
9/24/19	Motion and Order	2019CR12199	Payson Magistrate Court	State of Arizona	Joel Lucas	Jose Lucas / 108 W Main St Payson AZ 85541	Jose Lucas / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR375	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Trevor Chitwood / Protected information	None	9/25/19	Attempted				McDaniel
9/24/19	Subpoena	2018CR374	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Trevor Chitwood / Protected information	None	9/25/19	Attempted				McDaniel
9/24/19	Subpoena	2018CR373	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Trevor Chitwood / Protected information	None	9/25/19	Attempted				McDaniel
9/24/19	Criminal Subpoena	CR2018419	Gila County Superior Court	State of Arizona	Steven Brydie	Jeffery Roberts / Protected Information	Emailed to Globe Constable	9/25/19	Attempted				McDaniel
9/24/19	Subpoena	2018CR375	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Trevor Chitwood / Protected information	Trevor Chitwood / Protected information	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR374	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Trevor Chitwood / Protected information	Trevor Chitwood / Protected information	9/25/19	Served				McDaniel

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9/24/19	Subpoena	2018CR373	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Trevor Chitwood / Protected information	Trevor Chitwood / Protected information	9/25/19	Served				McDaniel
9/25/19	Notice to Appear; Petition	JV201900128	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	9/25/19	Served				Phillips
9/25/19	Order of Protection	J0404PO201905327	Payson Regional Justice Court	Protected Information	Heather Odonnell	Heather Odonnell / 900 S Beeline HWY Payson AZ 85541	Heather Odonnell / 900 S Beeline HWY Payson AZ 85541	9/25/19	Served				Phillips
9/25/19	Notice to Appear; Petition	JV201900127	Gila County Superior Court	State of Arizona	Protected Information	David Daniels / 108 W Main St Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR375	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Officer Daniels / AZ Game and Fish Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR374	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Officer Daniels / AZ Game and Fish Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR373	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Officer Daniels / AZ Game and Fish Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR375	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Officer Rodriguez / AZ Game and Fish Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR374	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Officer Rodriguez / AZ Game and Fish Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR373	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Officer Rodriguez / AZ Game and Fish Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR375	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Officer Sayer / AZ Game and Fish Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR374	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Officer Sayer / AZ Game and Fish Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR373	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Officer Sayer / AZ Game and Fish Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR375	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Officer Peebles / 108 W Main St Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR374	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Officer Peebles / 108 W Main St Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR373	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Officer Peebles / 108 W Main St Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR375	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Officer Dickson / AZ Game and Fish Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR374	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Officer Dickson / AZ Game and Fish Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel
9/24/19	Subpoena	2018CR373	Payson Regional Justice Court	State of Arizona	Gary Chitwood / William Chitwood / Tim Kennedy	Officer Dickson / AZ Game and Fish Payson AZ 85541	Officer Daniels / 108 W Main St Payson AZ 85541	9/25/19	Served				McDaniel

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9/26/19	Injunction Against Harassment	J0404PO20190053 28	Payson Regional Justice Court	Protected Information	William Shuff	William Shuff / Hemlock & Evergreen Payson AZ 85541	William Shuff / Hemlock & Evergreen Payson AZ 85541	9/26/19	Served			129.2	McDaniel
9/26/19	Subpoena	M0444LC1903000	Payson Magistrate Court	City Prosecutor	Brandon Taylor	Officer Anderson / 303 N Beeline HWY Payson AZ 85541	Sarah Haynie / 303 N Beeline HWY Payson AZ 85541	9/26/19	Served				Phillips
9/26/19	Order to Appear On Contempt Petition	DO201800260	Gila County Superior Court	Natalie Friestad	Jeremy Friestad	Natalie Friestad / 105 E McKamey St #D Payson AZ 85541	Natalie Friestad / 105 E McKamey St #D Payson AZ 85541	9/26/19	Served				Phillips
9/25/19	Notice to Appear, Petition	JV201900127	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	9/27/19	Served			153.4	McDaniel
9/27/19	Summons & Complaint	2019CV5304UN	Payson Regional Justice Court	Midland Funding LLC	James Smith & J. Doe Smith	James Smith & J. Doe Smith / 107 E Airline Blvd Payson AZ 85541	None	9/27/19	Attempted				McDaniel
9/27/19	Summons & Complaint	CC2019152814RC	East Mesa Justice Court	Midland Funding LLC	Todd Hunsaker & J. Doe Hunsaker	Todd Hunsaker & J. Doe Hunsaker / 5896 Robin Way Pine AZ 85544	None	9/27/19	Attempted				Phillips
9/27/19	Zoning Violation	CP1907-020	Planning & Zoning	Gila County Planning & Zoning	Travis McNeeley	Travis McNeeley / 8195 W Camino Real Payson AZ 85541	Travis McNeeley / 8195 W Camino Real Payson AZ 85541	9/27/19	Served				McDaniel
9/27/19	Order to Show Cause	M0444CR2018123 17	Payson Magistrate Court	State of Arizona	David Mitchell	David Mitchell / 503 W Johnson Dr Payson AZ 85541	None	9/27/19	Attempted				McDaniel
9/27/19	Order to Show Cause	M0444CR2018123 17	Payson Magistrate Court	State of Arizona	David Mitchell	David Mitchell / 107 N Pinecrest Payson AZ 85541	None	9/27/19	Attempted				McDaniel
9/27/19	Zoning Violation	CP1904-011	Planning & Zoning	Gila County Planning & Zoning	Glynn Ross	Glynn Ross / 405 S Ponderosa Payson AZ 85541	None	9/27/19	Attempted				McDaniel
9/27/19	Order to Show Cause	M0444CR2018123 17	Payson Magistrate Court	State of Arizona	David Mitchell	David Mitchell / 107 N Pinecrest Payson AZ 85541	None	9/30/19	Attempted			93.0	McDaniel
9/27/19	Order to Show Cause	M0444CR2018123 17	Payson Magistrate Court	State of Arizona	David Mitchell	David Mitchell / 425 N Beeline HWY Payson AZ 85541	David Mitchell / 425 N Beeline HWY Payson AZ 85541	9/30/19	Served				McDaniel
9/30/19	30 Day Notice to Quit	None	None	Regina Johnson	Michael Murphy	Michael Murphy / 1103 N Carefree Cir Payson AZ 85541	Michael Murphy / 1103 N Carefree Cir Payson AZ 85541	9/30/19	Served				McDaniel
9/30/19	Order of Protection	J0404PO20190055 330	Payson Regional Justice Court	Protected Information	Cory Roberts	Cory Roberts / 105 E Main St #121 Payson AZ 85541	None	9/30/19	Attempted				McDaniel
9/30/19	Order of Protection	J0404PO20190055 330	Payson Regional Justice Court	Protected Information	Cory Roberts	Cory Roberts / 715 N Beeline HWY Payson AZ 85541	Cory Roberts / 715 N Beeline HWY Payson AZ 85541	9/30/19	Served				McDaniel
9/30/19	Order of Protection	J0404PO20190053 31	Payson Regional Justice Court	Protected Information	Sharon Roberts	Sharon Roberts / 110 W Airport Rd #20 Payson AZ 85541	None	9/30/19	Attempted				McDaniel
9/30/19	Notice to Appear, Petition	JV201900131	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	9/30/19	Served				McDaniel
9/27/19	Zoning Violation	CP1904-011	Planning & Zoning	Gila County Planning & Zoning	Glynn Ross	Glynn Ross / 405 S Ponderosa Payson AZ 85541	None	9/30/19	Attempted				McDaniel
9/30/19	Order of Protection	J0404PO20190053 31	Payson Regional Justice Court	Protected Information	Sharon Roberts	Sharon Roberts / 110 W Airport Rd #20 Payson AZ 85541	None	9/30/19	Attempted				McDaniel

ARF-5717

Consent Agenda Item 5. M.

Regular BOS Meeting

Meeting Date: 11/05/2019

Reporting Period: Monthly report for September 2019

Submitted For: Mary Navarro, Justice Court Operations Mgr.

Submitted By: Mary Navarro, Justice Court Operations Mgr.

Information

Subject

Globe Regional Justice of the Peace's Office Monthly Report for September 2019.

Suggested Motion

Acknowledgment of the September 2019 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

Attachments

Monthly report for September 2019

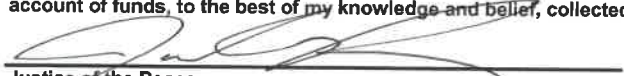
September, 2019	AZTEC	CURRENT ACCOUNT	OLD ACCOUNT	TOTAL	5% FILL THE	ADJUSTED
	CODE	CODE	CODE	ALLOCATED	GAP SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Automobile Theft Authority Fund	ZATA		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 265.89	\$ 13.29	\$ 252.60
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 750.00	\$ 37.50	\$ 712.50
Dangerous Plants, Pests, & Diseases Trust Fund	ZDPP		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 192.91	\$ 9.65	\$ 183.26
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 4,199.59	\$ -	\$ 4,199.59
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 1,907.09	\$ -	\$ 1,907.09
FARE Enhancement Fee \$49.00	ZFAR4		STATE	\$ 294.00	\$ -	\$ 294.00
Game and Fish - Wildlife	ZGF		STATE	\$ 11.22	\$ 0.56	\$ 10.66
Extra DUI Assessment \$500	ZGFUDU		STATE	\$ 519.43	\$ 25.97	\$ 493.46
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ 2,123.25	\$ 106.16	\$ 2,017.09
State Treasurer General Fund	ZSTAT		STATE	\$ -	\$ -	\$ -
AZ DPS Forensics Fund	ZADPS	0872-2061		\$ 635.82	\$ 31.80	\$ 604.02
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	\$ 50.62	\$ 2.54	\$ 48.08
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		\$ 183.29	\$ 9.17	\$ 174.12
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		\$ 9.64	\$ 0.49	\$ 9.15
\$5 Constable Training Fund	ZCECF	0915-2061		\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF	888-2061	T888-2061	\$ 1,572.48	\$ -	\$ 1,572.48
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	\$ 7,400.87	\$ 370.05	\$ 7,030.82
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 2,025.08	\$ 101.26	\$ 1,923.82
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	\$ 333.26	\$ 16.67	\$ 316.59
DUI Abatement	ZDUJA	889-2061	T889-2061	\$ 149.30	\$ 7.47	\$ 141.83
Elected Officials Retirement Fund 14.09%	ZEORF	801-2061	T801-2061	\$ 377.63	\$ 18.89	\$ 358.74
Elected Officials Retirement Plan 6.00%	ZEORP	0874-2061	T874-2061	\$ 160.72	\$ 8.04	\$ 152.68
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 131.55	\$ 6.58	\$ 124.97
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,487.10	\$ 74.36	\$ 1,412.74
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 14,366.09	\$ 718.31	\$ 13,647.78
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,070.83	\$ 53.55	\$ 1,017.28
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 2,832.90	\$ 141.65	\$ 2,691.25
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 710.99	\$ -	\$ 710.99
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 168.12	\$ -	\$ 168.12
Judicial Collection Enhancement \$13	ZJCS	840-2061	T840-2061	\$ 1,320.43	\$ -	\$ 1,320.43
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	\$ 434.81	\$ 21.75	\$ 413.06
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,464.66	\$ -	\$ 1,464.66
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 154.60	\$ 7.73	\$ 146.87
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 1,258.17	\$ -	\$ 1,258.17
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 838.78	\$ -	\$ 838.78
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 249.66	\$ 12.49	\$ 237.17
Law Enforcement Boating Safety Fund	ZLEAB	958-2061		\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ -	\$ -	\$ -
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061	\$ 2,147.39	\$ 107.37	\$ 2,040.02
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	\$ 1,344.94	\$ 67.25	\$ 1,277.69
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	\$ 168.14	\$ 8.41	\$ 159.73
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	\$ 52.65	\$ 2.64	\$ 50.01
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	\$ 101.08	\$ 5.06	\$ 96.02
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	\$ 467.69	\$ 23.39	\$ 444.30
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	\$ 5.19	\$ 0.26	\$ 4.93
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment-Animal Control	ZOS10		T942-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13	938-2061	T938-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - County Attorney	ZOS14	953-2061	T953-2061	\$ 24.18	\$ 1.21	\$ 22.97
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	\$ 11.92	\$ 0.60	\$ 11.32
Health and Human Services (HHS)	ZOS17	941-2061	T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18	942-2061	T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19	943-2061	T943-2061	\$ 9.32	\$ 0.47	\$ 8.85
TriCity Fire Department (TRIFI)	ZOS20	944-2061	T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23	945-2061	T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24	946-2061	T946-2061	\$ -	\$ -	\$ -
Arizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Attorney General Office	ZOS26	959-2061		\$ -	\$ -	\$ -

Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 147.40	\$ 7.37	\$ 140.03
Over Payment Refund	ZOVR			\$ -	\$ -	\$ -
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 470.33	\$ 23.52	\$ 446.81
Prison Construction Fund	ZPCOF	908-2061	T908-2061	\$ 2,136.19	\$ 106.81	\$ 2,029.38
Peace Officer Train. Equip. Fund \$4	ZPOTE	0963-2061		\$ 508.66	\$ 25.44	\$ 483.22
Probation Surcharge 2006 (\$10.00)	ZPRS6	871-2061	T871-2061	\$ -	\$ -	\$ -
Probation Surcharge 2009 (\$20.00)	ZPRS9	871-2061	T871-2061	\$ -	\$ -	\$ -
Probation Surcharge \$5.00	ZPRSU	871-2061	T871-2061	\$ 3,508.59	\$ 175.43	\$ 3,333.16
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 2,019.94	\$ -	\$ 2,019.94
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ -	\$ -	\$ -
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ -	\$ -	\$ -
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug offenses)	ZTECH	0833-2061		\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF	814-2061	T814-2061	\$ -	\$ -	\$ -
Victims Compensation Assist. Fund \$9	ZVCAF	0954-2061		\$ 459.00	\$ 22.95	\$ 436.05
Victim Rights Enforcement Fund	ZVREA	0957-2061	T957-2061	\$ 317.51	\$ 22.95	\$ 294.56
Victim Rights Esessment Fund \$9	ZVRF	0847-2061		\$ 762.94	\$ 38.15	\$ 724.79
Local Warrant Fee	ZWAR			\$ 123.00	\$ 6.15	\$ 116.85
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 93.28	\$ 4.67	\$ 88.61
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (Globe City Police)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 64,530.12	\$ 2,446.03	\$ 62,084.09
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 62,084.09
				TOTAL RESTITUTION RECEIVED		\$ 701.36
				TOTAL RECEIPTS THIS MONTH		\$ 65,231.48

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
10/07/19	761	\$ 10,070.25	ARIZONA STATE TREASURER
10/07/19	762	\$ 54,371.26	GILA COUNTY TREASURER
10/07/19	762	\$ 88.61	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	GPD SUSPENDED PLATES
		\$ -	MPD SUSPENDED PLATES
		\$ 64,530.12	TOTAL DISTRIBUTIONS THIS MONTH

\$ - Over Payment Refunded

I, Jordan Reardon, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of September, 2019.


 Justice of the Peace

**GLOBE REGIONAL JUSTICE COURT
MONTHLY TRUST REPORT**

For the Month of: SEPTEMBER, 2019

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$ 9,238.80
RECEIVED DURING THE MONTH	\$ 13,968.79
DISBURSED DURING THE MONTH	\$ 6,800.72
BALANCE AT THE END OF THE MONTH	\$ 16,406.87



Financial Clerk



Justice of the Peace/Court Manager

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-5734

Consent Agenda Item 5. N.

Regular BOS Meeting

Meeting Date: 11/05/2019

Reporting Period: September 2019

Submitted For: Dorothy Little, Justice of the Peace-Payson Region

Submitted By: Dorothy Little, Justice of the Peace-Payson Region

Information

Subject

Payson Regional Justice of the Peace's Office Monthly Report for September 2019

Suggested Motion

Acknowledgment of the September 2019 monthly activity reports submitted by the Payson Regional Justice of the Peace's Office.

Attachments

September Monthly Report

PAYSON JUSTICE COURT TREASURER'S RECAP

SEPTEMBER, 2019	AZTEC	ACCOUNT	ACCOUNT	TOTAL AMOUNT	5% FILL THE GAP	ADJUSTED
FUND NAME	CODE	CODE	CODE	ALLOCATED	SET ASIDE	BALANCE
AZ DPS Forensics Fund	ZADPS	0872-000-000-2061-00	0872-2061	\$ 724.71	\$ 36.24	\$ 688.47
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 66.97	\$ 3.35	\$ 63.62
Attorney Fee Reimbursement	ZATT	1005000-314-000-3400-11	X10501314004383	\$ 537.00		\$ 537.00
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ -	\$ -	\$ -
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ -	\$ -	\$ -
Constable Ethics Committee Fund	ZCECF	0916000-2061-00	0916-2061	\$ 70.00	\$ 3.50	\$ 66.50
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 1,361.73		\$ 1,361.73
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 5,670.62	\$ 283.53	\$ 5,387.09
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4609	\$ 8,400.00	\$ 420.00	\$ 7,980.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 140.04	\$ 7.00	\$ 133.04
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 499.44	\$ 24.97	\$ 474.47
Elected Officials Retirement Plan 6%	ZEORP			\$ 212.53	\$ 10.63	\$ 201.90
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,966.34	\$ 98.32	\$ 1,868.02
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 14,101.67	\$ 705.08	\$ 13,396.59
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 823.04	\$ 41.15	\$ 781.89
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFUDU	0912000-000-000-2061-00	T912-2061	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4741000-314-000-3400-15	X36001314004615	\$ 462.00		\$ 462.00
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 222.41	\$ 11.12	\$ 211.29
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 858.00		\$ 858.00
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 574.81	\$ 28.74	\$ 546.07
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 3,079.51		\$ 3,079.51
Local Costs	ZLCL	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
Administrative Costs	ZMISC	1005000-314-000-3400-99	X105-4886	\$ -	\$ -	\$ -
Medical Services Enhancement 13%	ZMSEF	0813000-000-000-2061-00	T813-2061	\$ 1,685.10	\$ 84.26	\$ 1,600.84
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 1,640.10	\$ 82.01	\$ 1,558.09
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 204.99	\$ 10.25	\$ 194.74
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ 0.58	\$ 0.03	\$ 0.55
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 153.77	\$ 7.69	\$ 146.08
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 640.66	\$ 32.03	\$ 608.63
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	0935000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	0936000-000-000-2061-00		\$ 23.55	\$ 1.18	\$ 22.37
Officer Safety - Registrar of Contractors (ROC)	ZOS8			\$ -	\$ -	\$ -
Officer Safety Equipment - Animal Control (AC)	ZOS10	0942000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety - Tonto Apache Police (TAR)	ZOS15	0950000-000-000-2061-00		\$ 1.26	\$ 0.06	\$ 1.20
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005000-314-000-3510-10	X105-4831	\$ 18.70	\$ 0.94	\$ 17.76
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Peace Officer Training Equipment Fund	ZPOTE	0963-2061		\$ 714.06	\$ 35.70	\$ 678.36
JCEF Probation Assessment (combined)	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 4,109.34	\$ 205.47	\$ 3,903.87
Probation		0871000-000-000-2061-00	T871-2061	\$ -	\$ -	\$ -
Probation		0871000-000-000-2061-00	T871-2061	\$ -	\$ -	\$ -
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 1,397.20	\$ 69.86	\$ 1,327.34
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ -	\$ -	\$ -
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ -	\$ -	\$ -
Security Enhancement Fee (Local)	ZSECE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ -	\$ -	\$ -
Victim Comp Assistance Fund 37.6%	ZVCAF	0954-2061		\$ 611.16	\$ 30.56	\$ 580.60
Victim Rights Enforcement Fund \$2.00	ZVREA	0957000-2061-00		\$ 404.83	\$ 20.24	\$ 384.59
Victim Rights Fund 62.4%	ZVRF	847-2061		\$ 1,015.89	\$ 50.79	\$ 965.10
Warrant Fee (Local)	ZWAR	1005000-314-000-3510-10	X105-4831	\$ -	\$ -	\$ -
AZ Native Plant Fund	ZANP		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 64.02	\$ 3.20	\$ 60.82
Drug and Gang Enforcement Acct	ZDECEJ		STATE	\$ 218.63	\$ 10.93	\$ 207.70
DUI Abatement	ZDUWA		STATE	\$ -	\$ -	\$ -
Domestic Violence Services Fund	ZDVSF		STATE	\$ -	\$ -	\$ -
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 975.52		\$ 975.52
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 560.02		\$ 560.02
Game and Fish - Wildlife	ZGF		STATE	\$ 96.51	\$ 4.33	\$ 92.18
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 413B	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Prison Construction Fund & Ops Fund	ZPCDF		STATE	\$ 789.00	\$ 38.45	\$ 750.55
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
State Highway Fund	ZSHWY		STATE	\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ -	\$ -	\$ -
Sex Offender Mon Fund	ZSOMF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Bad Check Program - County Attorney	ZBAD		COUNTY ATTY	\$ -	\$ -	\$ -
	ZDARE		SHERIFF	\$ 55.00		\$ 55.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ -	\$ -	\$ -
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (Citing agency)	ZSLPC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (T.A.R. Police)	ZSLPA		T.A.R. POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 55,120.71	\$ 2,361.61	\$ 52,759.10
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 52,759.10

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
10/8/19		\$ 52,448.92	GILA COUNTY TREASURER
		\$ 2,616.79	ARIZONA STATE TREASURER
		\$ -	GILA COUNTY BAD CHECK PROGRAM
		\$ 55.00	ZDARE SHERIFF
		\$ -	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ -	T.A.R.POLICE SUSPENDED PLATES
		\$ 55,120.71	TOTAL DISTRIBUTIONS THIS MONTH

ALL FUNDS REMITTED TO GILA COUNTY TREASURER

6474

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for SEPTEMBER, 2019.

DOROTHY A. LITTLE
Gila County Justice of the Peace