

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD A 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). THE MEETING IS ALSO TELEVISED TO THE GILA COUNTY COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 610 E. HIGHWAY 260, PAYSON, ARIZONA.

NOTE: Per the most recent guidelines from the federal government that no more than 10 people should be gathered in a room at the same time, no citizens will be allowed in the Board of Supervisors' hearing room at the Globe Courthouse or at the County Complex, Board of Supervisors' conference room in Payson.

Citizens may watch the Board meeting live-streamed at:

<https://www.youtube.com/channel/UChCHWVqrI5AmJKbvYbO-k2A/live>

Citizens may submit comments related to the May 19, 2020 Regular Meeting agenda by no later than 5 p.m. on Monday, May 18, by emailing to the Clerk of the Board at msheppard@gilacountyaz.gov or calling 928-402-8757. Please include the meeting date and agenda item number in the email.

THE AGENDA IS AS FOLLOWS:

REGULAR MEETING - TUESDAY, MAY 19, 2020 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
 - A. Public recognition of three employees through the County's Spotlight on Employees Program, as follows: Israel Juarez, Nicole Weaver, and Jerry Irish. **(Erica Raymond)**
 - B. Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and FY 2020-2021 Budget request to be considered for approval during Gila County's regular budget process. **(Richard Gibson)**
 - C. Presentation regarding Gila County financial data as of 3/31/2020 as it compares to the fiscal year 2020 Gila County Budget and fiscal year 2019 year-to-date performance. **(Maryn Belling)**

3. **PUBLIC HEARINGS:**

- A. Information/Discussion/Action to adopt Resolution No. 20-05-02 which authorizes the Gila County Housing Authority to submit its Five-Year Plan (FY 2020-2024) to the U.S. Department of Housing and Urban Development; and authorize the Chairman's signature on the accompanying certification form. **(Malissa Buzan)**

4. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to approve the distribution of \$1,158,854.34 of Gila County's share of Federal Year 2020 Secure Rural Schools Act funds as authorized through section 24 of P.L. 114-10 for FY 2019-2020 as follows: \$25,000 to Roads, \$903,026.84 to Schools, and \$230,827.50 to Gila County Education Service Agency. **(Roy Sandoval)**
- B. Information/Discussion/Action to adopt Resolution No. 20-05-03 designating a portion of Houston Mesa Road as a no parking area. **(Steve Sanders)**
- C. Information/Discussion/Action to approve Amendment No. 1 to the Intergovernmental Agreement (IGA) between the Town of Payson and Gila County, AZ for Centralized Management of 9-1-1 Grant Funds to extend the term of the IGA for one year; from July 1, 2020 through June 30, 2021. **(Debra Williams)**
- D. Information/Discussion/Action to approve the budgeted and unbudgeted inter-fund transfers for FY 2019 in the amount of \$467,519.18 from General Fund to Criminal Justice Enhancement Fund. **(Maryn Belling)**

- E. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 305-10-022D and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Marian Sheppard)**
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 to adopt Resolution No. 20-05-04 authorizing Gila County Probation Department's participation in the FY 2020-2021 Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division, and certifying that a matching fund requirement of \$1,944 for the Program will be provided by the County.
 - B. Approval of the Board of Supervisors' April 28, 2020 and May 5, 2020 meeting minutes.
 - C. Approval of the Human Resources Department monthly activity reports for April 2020.
 - D. Approval of finance reports/demands/transfers for the month of April 2020.
 - E. Acknowledgement of contracts under \$50,000 which have been approved by the County Manager for the month of April 2020.
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-5926

Presentation 2. A.

Regular BOS Meeting

Meeting Date: 05/19/2020

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 April 2020.

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 May 2020, the Human Resources Department staff would like to publicly recognize three employees through the County's Spotlight on Employees Program.

Suggested Motion

Public recognition of three employees through the County's Spotlight on Employees Program, as follows: Israel Juarez, Nicole Weaver, and Jerry Irish. **(Erica Raymond)**

Attachments

Israel Juarez

Nicole Weaver

Jerry Irish



SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date

On December 21, 2019 Deputy Israel Juarez responded to a structure fire located at 4473 Azurite Drive. Upon his arrival he noticed heavy smoke and discovered the homeowner still inside the residence. Deputy Juarez without hesitation was able to get the individual out of the residence and assess the situation discovering nobody else was in the home however the family dogs were not accounted for. Deputy Juarez located one dog outside of the residence and discovered the second dog was still inside. Deputy Juarez crawled back into the residence where he located and rescued the second dog.

Had it not been for Deputy Juarez's quick actions this situation could have easily turned fatal for the homeowner as well as the family pets. Sheriff Shepherd would like to recognize Deputy Juarez for his life saving efforts during this tragic event.



SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date

Spotlight Award – Nicole Weaver

On Friday afternoon 1/24/20 about 30 minutes left on her workday Nicole Weaver received a call regarding a new employee who did not receive his paycheck. Acting as backup coverage for payroll Nikki investigated and discovered that the address where the check was mailed was incorrect and that it would take several days for this check to be returned to payroll. The employee was attending training out of County and was not due to come back until the following weekend. Rather than leave the issue unresolved until the following week for the regular payroll staff and make the employee wait to have his paycheck reissued, Nikki contacted her supervisor with a solution to get the check cancelled and reissued before the end of Friday workday. Nikki took the appropriate steps to resolve the issue and assist the employee. Nikki demonstrated the values of teamwork, integrity, and accountability and set the example of outstanding customer service. Thank you going above and beyond.



SPOTLIGHT

on Employees

Employee Name

☐ Team Work

☐ Quality

☐ Morale Building

☐ Integrity

☐ Customer Service

☐ Initiative

Example: _____

Supervisor

Date

ARF-6029

Presentation 2. B.

Regular BOS Meeting

Meeting Date: 05/19/2020

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

University of Arizona (U of A), Gila County Cooperative Extension Office Annual Report and Fiscal Year (FY) 2020-2021 Budget Request.

Background Information

Each year a presentation is provided to the Board of Supervisors regarding the University of Arizona, Gila County Cooperative Extension Program's activities of the preceding year and other data included in the Cooperative Extension Program's Annual Report, and a budget request is made for the upcoming fiscal year to be considered during the County's regular budget process. Richard (Rick) Gibson, Regional Director, is responsible for the Cooperative Extension programs in Gila County and Pinal County.

Evaluation

County elected officials and department heads are currently compiling their budgets to be considered by the Board of Supervisors on June 16, 2020, at which time the Gila County Tentative Budget will be adopted, so it is beneficial that the Board consider all budget requests as soon as possible.

Conclusion

The Gila County FY 2020-2021 Tentative Budget is scheduled to be presented to the Board of Supervisors for adoption at the Board's June 16th meeting; therefore, all budget requests should be submitted to the Board for its consideration prior to that date.

Recommendation

It is recommended that Mr. Gibson present the annual report and annual budget request to the Board of Supervisors on behalf of the U of A, Gila County Cooperative Extension Office.

Suggested Motion

Presentation of the University of Arizona's Gila County Cooperative Extension Office Annual Report and FY 2020-2021 Budget request to be considered for approval during Gila County's regular budget process.

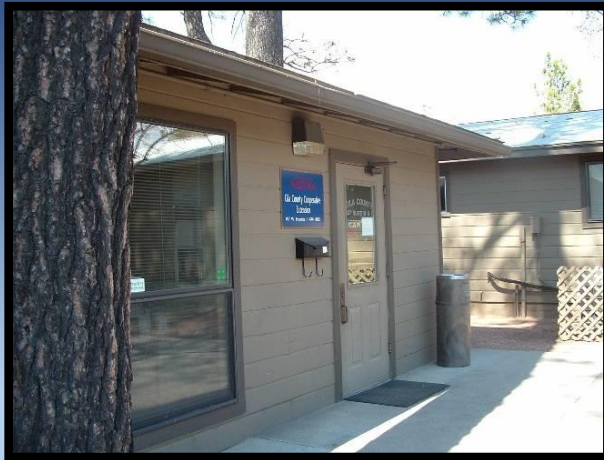
(Richard Gibson)

Attachments

Cooperative Extension Presentation

Gila County Cooperative Extension FY 20

Gila County Offices



Payson



Globe



San Carlos

Since its earliest beginnings, Cooperative Extension has been helping people solve problems and improve lives with research and education.



Program Areas

- Agriculture and Range Management
- Animal Science
- Natural Resources
- 4-H Youth Development
- Family Consumer Health Science
- Horticulture
- Forest Health

Range Management and Livestock

- Reading the Range
- Livestock Producers Workshops
- Ag Daze Program
- Natural Resource Conservation Youth Workshop



4-H Youth Development



- Mentoring youth
- STEM
- Ag Daze
- New- Chess Club
- Camps

Natural Resources and Horticulture

- Payson Master Gardeners
- Western Regional Meeting
- UA Tree Ring Laboratory



Forest Health and Natural Resources

- Bark Beetle and Firewise Workshop
- Forest Health Presentations



Natural Resources and Horticulture San Carlos



- 4-H Youth Development
- Agriculture and Natural Resources
- Nutrition/Obesity/
- Physical Activity



Family Consumer Health Science



- Positive Parenting Program
- Developmental and Sensory Screening San Carlos/Gila
- Child Care Health Consultation
- Oral Health
- Financial Literacy
- Nutrition/Obesity/Physical Activity San Carlos



Gila County Funds FY 19

University of Arizona

- State \$464,380
- Federal \$352,283

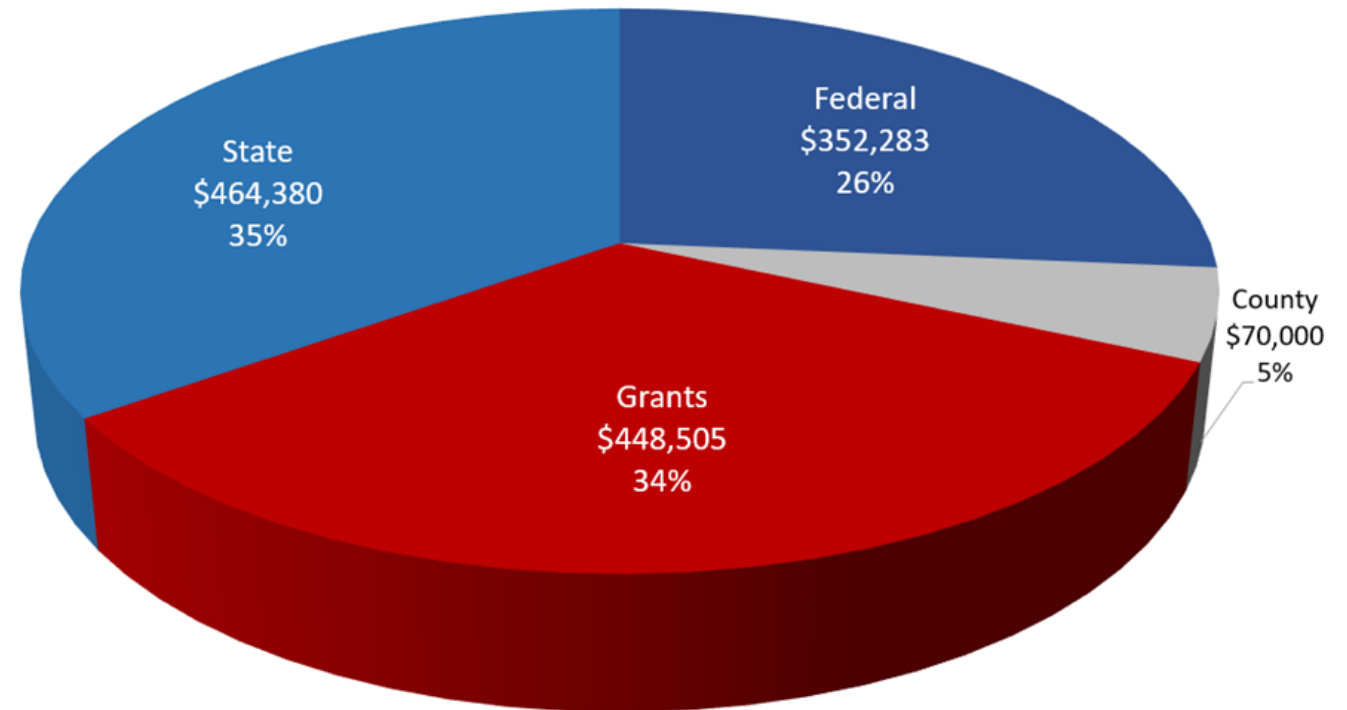
Grants

- \$448,505

Gila County

- \$70,000

Donations and Grants





Staff Meeting on the rim



THANK YOU



ARF-6022

Presentation 2. C.

Regular BOS Meeting

Meeting Date: 05/19/2020

Submitted For: Mary Springer, Finance Director

Submitted By: Maryn Belling, Budget Manager

Department: Finance

Information

Request/Subject

Presentation of Gila County financial data as it compares to the fiscal year 2020 Gila County Budget and fiscal year 2019 year-to-date performance.

Background Information

At the request of Chairman Cline and the other members of the Gila County Board of Supervisors, the Finance Department has analyzed the year-to-date performance of both revenues and expenditures as compared to the 2020 Fiscal Year Budget. This report contains general fund fiscal data as of March 31, 2020.

Throughout the year, the Finance Department prepares reports to compare Gila County's income and expenses to the adopted budget. This information is provided for both the Board of Supervisors and the general public to strengthen our communication and transparency efforts. We welcome feedback to improve the usefulness of the information. As we continue to make improvements in software compatibility, we anticipate being able to provide more timely data comparisons.

Evaluation

Monthly Review Process- Monthly the Budget Manager reviews the County-Wide Budget Performance Report for both revenues and expenses. By systematically evaluating each fund for its progress toward annual revenue and expenditure targets, Finance is able to communicate well with departmental leaders and keep notes for improving the preparation of future years' budgets. When extraordinary items arise, or department leaders have concerns about upcoming expenditures or revenues, Finance works with departments and with the County Manager as appropriate to ameliorate concerns, advocate strategically, and provide insight on past decisions to ensure the vision for the current year's budget remains in focus.

Ongoing Communication- This approach extends beyond monthly Budget Performance Report review and includes: contract request assessments, repair maintenance discussions, and providing full-service communication about where items were budgeted so that we're consistent. In addition, working with departments to understand the timing of reimbursable grant-funded programs allows us to strategically plan for year-end receivables and cash balances.

Conclusion

At the end of March 2020, Gila County's General Fund Revenues were at 63.32% of the annual budget. General Fund Expenditures + Encumbrances are at 69% of the annual budget (65.25% for Expenditures). Targeted % of the annual budget for both revenue and expense is 75%, so these ratios are slightly better than expected for 9 full months of activity.

Recommendation

Presentation regarding Gila County financial data as of 3/31/2020 as it compares to the fiscal year 2020 Gila County Budget and fiscal year 2019 year-to-date performance.

Suggested Motion

Presentation regarding Gila County financial data as of 3/31/2020 as it compares to the fiscal year 2020 Gila County Budget and fiscal year 2019 year-to-date performance. **(Maryn Belling)**

Attachments

Narrative: 2020 YTD General fund vs Budget

Graph: 2020 YTD General fund vs Budget



Gila County

Finance Department

Mary Jane Springer, Finance Director

mspringer@gilacountyaz.gov

928-402-8516

At the end of March 2020, Gila County's General Fund Revenues were at 63.32% of annual budget. General Fund Expenditures + Encumbrances are at 69% of annual budget (65.25% for Expenditures). Targeted % of annual budget for both revenue and expense is 75%, so these ratios are slightly better than expected for 9 full months of activity.

General Fund Revenues – General Fund Revenues are \$1,646,933.39 more than 3/31/2019. 97.57% of these increases are attributable to 6 sources:

- 29.47% Property Taxes
- 27.42% Intergovernmental Agreements
- 7.21% Charges for General Services Government
- 11.29% Excise Tax
- 17.25% State Shared Sales Tax
- 4.93% Charges for Services Public Safety

Significant Revenue Categories

- **3010 – Property Taxes – FY20 Collections 64% YTD (58% of total revenue)** - The FY19-20 Property Taxes collections YTD are \$14,882,157.61 of \$23,419,660 annual budget; \$485,353.21 more than 3/31/2019.
- **3040 – VLT – FY20 Collections 65% YTD (5% of total revenue)** - The FY19-20 VLT collections YTD are 1,227,023.19 of \$1,885,031 annual budget; \$105,868.14 less than 3/31/2019.
- **3050 – Excise Tax – FY20 Collections 82% YTD (9% of total revenue)** - The FY19-20 General Fund portion of Excise Tax collections are \$2,284,925.07 of \$2,790,021 annual budget; \$185,960.08 more than 3/31/2019.
- **3360.10 – State Shared Sales Tax – FY20 Collections 69% (17% of total revenue)** - The FY19-20 State Shared Sales Tax collections are \$3,320,607.34 of \$6,222,141 annual budget; \$235,138.34 more than 3/31/2019.

General Fund Expenditure – General Fund Expenditures are \$666,169.31 more than 3/31/2019 – in addition there are \$1.5M in encumbered expenses, bringing the total expenditure percentage to 69% - These are attributable to the following:

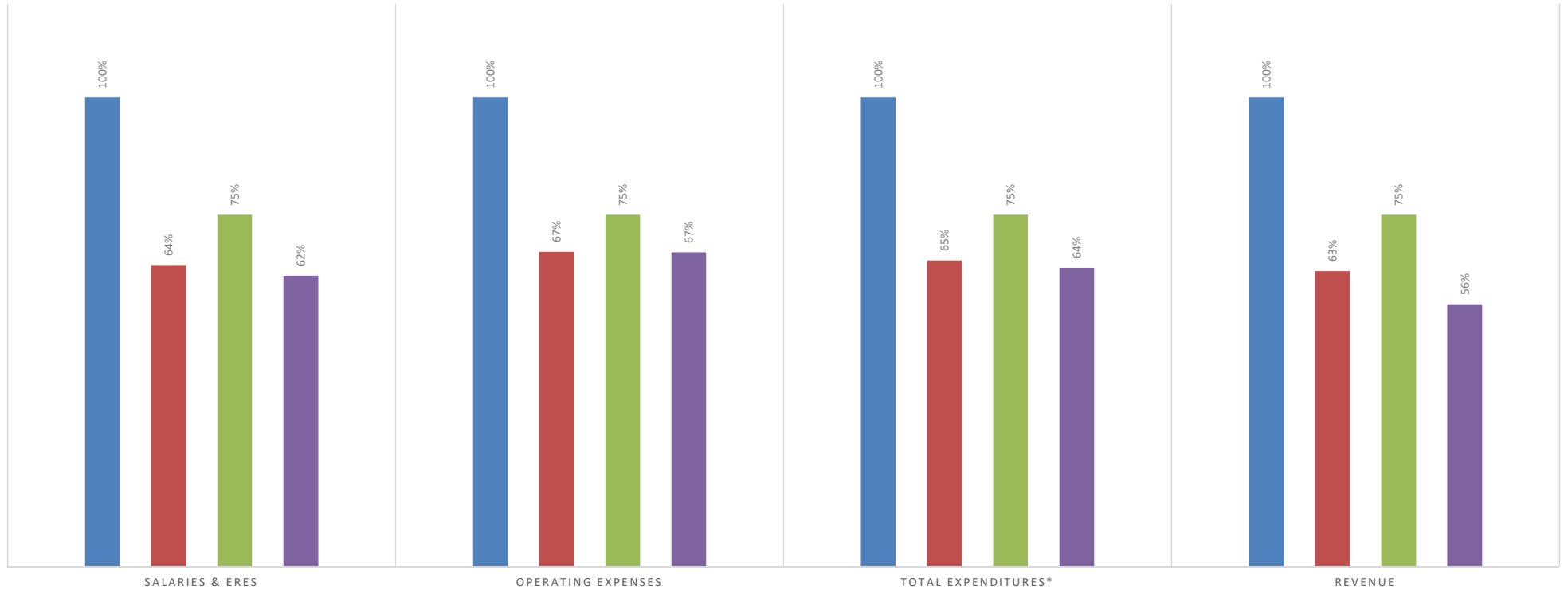
- 30.14% Professional Services
- 30.88% Salaries & Wages + Benefits
- 19.60% AHCCCS & ALTCS

Significant Expenditure Categories

- **Salaries, Wages, and Employee Benefits comprise 64.28% of year-to-date expenditures.** Both are below target at 64% of budgeted amounts.
- **AHCCCS / ALTCS comprise 11.45% of year-to-date expenditures.** They are on target at 74% of budgeted amounts.

**2020 YTD EXPENSES AND REVENUES VS BUDGET
9 MONTHS ENDED
3-31-2020**

■ Full Year Budget ■ 2020 YTD Actual ■ 9 Month YTD Target ■ 2019 YTD Actual



Regular BOS Meeting

Meeting Date: 05/19/2020

Submitted For: Malissa Buzan, Director

Submitted By: Patricia Campos, Section 8 Housing Program Administrator

Department: Community Services

Division: Comm. Action Program/Housing Servs.

Information

Request/Subject

Gila County Housing Authority Five-Year Plan for Fiscal Years 2020-2024 and Resolution No. 20-05-02.

Background Information

Not less than once every 5 fiscal years, each public housing agency shall submit to the Secretary a plan that includes, with respect to the 5 fiscal years immediately following the date on which the plan is submitted—

(A) a statement of the mission of the public housing agency for serving the needs of low-income and very low-income families in the jurisdiction of the public housing agency during such fiscal years; and

(B) a statement of the goals and objectives of the public housing agency that will enable the public housing agency to serve the needs identified pursuant to subparagraph B of the plan.

The 5-year plan shall include a statement by any public housing agency of the goals, objectives, policies, or programs that will enable the housing authority to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.

Evaluation

The Gila County Housing Authority has updated its Five-Year Plan for fiscal years 2020-2024, which needs to be reviewed and adopted by the Board of Supervisors.

Conclusion

The Gila County Housing Authority's Five-Year Plan (FY 2020-2024) has been updated and has been submitted to the Gila County Board of Supervisors for approval. A public hearing needs to be held by the Board of Supervisors to provide the public with an opportunity to comment on the Plan prior to the Board considering its approval.

Recommendation

The Community Services Department Director recommends that the Board of Supervisors adopt Resolution No. 20-05-02 which will allow the Gila County Public Housing Authority to submit its Gila County Housing Authority 5-Year Plan (Fiscal Years 2020-2024) to the U.S. Department of Housing and Urban Development, and authorize the Chairman's signature on the accompanying certification form.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 20-05-02 which authorizes the Gila County Housing Authority to submit its Five-Year Plan (FY 2020-2024) to the U.S. Department of Housing and Urban Development; and authorize the Chairman's signature on the accompanying certification form. **(Malissa Buzan)**

Attachments

Resolution No. 20-05-02

HCV 5-Year Plan 2020



RESOLUTION NO. 20-05-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE GILA COUNTY HOUSING AUTHORITY TO SUBMIT ITS PHA (PUBLIC HOUSING AUTHORITY) 5-YEAR PLAN (FISCAL YEARS 2020–2024) TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the Department of Housing and Urban Development (HUD) requires Housing Agencies to update their Agency 5-Year Plan (Fiscal Years 2020-2024); and,

WHEREAS, Gila County has held a public hearing to receive public comment on the 5-Year Plan (Fiscal Years 2020-2024). The Plan has also been reviewed by the Section 8 Resident Advisory Board;

NOW, THEREFORE, BE IT RESOLVED BY THE GILA COUNTY BOARD OF SUPERVISORS THAT:

- The Gila County Housing 5-Year Plan (Fiscal Years 2020-2024) is hereby approved.
- The Chairman of the Gila County Board of Supervisors is authorized and directed to execute the required certifications of compliance associated with the Gila County Housing Authority's 5-Year Plan and related regulations.

PASSED AND ADOPTED this 19th day of May 2020, at Globe, Gila County, Arizona.

GILA COUNTY BOARD OF SUPERVISORS

Attest:

Woody Cline, Chairman

Marian Sheppard, Clerk of the Board

Approved as to form:

The Gila County Attorney's Office

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PHA 5 Year Plan

HUD Form -50075- 5Y

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Section B. 5-Year Plan

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- B.2 Goals and Objectives
- B.3 Progress Report
- B.4 Violence Against Women Act (VAWA) Goals
 - Attachment B.4
- B.5 Significant Amendment or Modification
- B.6 Resident Advisory Board (RAB)
 - Attachment B.6
- B.7 Certification by State or Local Officials
 - Required Certifications HUD-50077-SL

Required Certifications

HUD Form -50077-ST-HCV-HP

HUD Form -50077CR

Resolution No 20-05-02

Notice of Public Hearing

5-Year PHA Plan (for All PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0226
Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

A. PHA Information.

A.1 PHA Name: Gila County Housing Authority **PHA Code:** AZ045

PHA Plan for Fiscal Year Beginning: 07/2020

PHA Plan Submission Type: ☒ 5-Year Plan Submission ☐ Revised 5-Year Plan Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

Gila County Housing Authority
5515 S. Apache Ave. Suite 200
Globe, AZ 85501
928-425-7631

www.gilacounty.gov

☐ **PHA Consortia:** (Check box if submitting a Joint PHA Plan and complete table below)

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B.	5-Year Plan. Required for <u>all</u> PHAs completing this form.
B.1	<p>Mission. State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years.</p> <p>Provide safe, decent, and affordable housing options to qualified low-income families in Gila County; while encouraging economic self-sufficiency through education, training and employment opportunities.</p>
B.2	<p>Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years.</p> <ul style="list-style-type: none"> • Review the program Administrative Plan for revisions • Update Payment Standards and Utility Allowances on an annual basis • Educate landlords and participants on an annual basis • Maintain/Increase the availability of decent, safe and affordable housing. • Outreach to property owners to increase the options available to the GC HVC Program. • Provide reasonable Payment Standards to be able to find reasonable housing. • Further Educate HCV staff on the Violence Against Woman (VAWA), review and update current changes • Further Educate HCV staff on Landlord/Tenant Act and Fair Housing compliance guidelines • Reviewing and updating the agencies Administrative Plan, implementing revisions and updating current information • Reviewing and updating housing forms • Continue to strive to provide the best customer service to all persons seeking assistance or information • Continue to provide referrals to other programs located in our office through our workforce partnerships • Continue to provide reasonable accommodations to persons who request services • Quality Control of Files • Further Educate on Policies and Procedures of all aspects of Housing Programs by reviewing updates and implementing changes • Complying with all Governmental and State reviews of the Housing Programs
B.3	<p>Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.</p> <ul style="list-style-type: none"> • Quality control of applicant and participant files will be conducted according to SEMAP requirements. • Maintain the utilization of assisted vouchers or Housing Assistance Payments (HAP) subsidy at 98% - 100% of available vouchers to budget authority. • Utility Allowances are revised annually and implemented on the next regularly scheduled reexamination • Payment Standards are revised and adjusted annually
B.4	<p>Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.</p> <p>Attachment B.4</p>
B.5	<p>Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.</p> <p>Substantial Deviations and Significant Amendments or Modifications are defined as: Changes to the Gila County Housing Authority plans or policies that may change the goals or processes to administer the voucher programs. All changes require review and approval of the Gila County Board of Supervisors.</p>
B.6	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the 5-Year PHA Plan? Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
B.7	<p>Certification by State or Local Officials.</p> <p><u>Form HUD 50077-SL</u>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>



Gila County Community Services Division

"Improving the Quality of Life for all Residents, one life at a time"

THE GILA COUNTY HOUSING AUTHORITY VIOLENCE AGAINST WOMEN ACT (VAWA)

Purpose and Applicability

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L.109-162) and more generally to set forth Gila County Housing Authority (GCHA) policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This notice provides an overview of the applicability to HUD programs of the recently enacted Violence Against Woman Reauthorization Act of 2013. On March 7, 2013, President Obama signed into law the Violence Against Women Reauthorization Act of 2013 (VAWA 2013). VAWA 2013 extends protections to victims in addition, the law continues many of the housing protections that had been provided by the Violence Against Women Act of 2005 (VAWA 2005) and further expands these safeguards in several crucial ways. These changes include covering more federal housing programs; extending protections to survivors of sexual assault; allowing survivors who remain in the unit to establish eligibility or find new housing when a lease is bifurcated; providing survivors with emergency transfers; and notifying applicants and tenants of VAWA housing rights.

This Policy shall be applicable to the administration by GCHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence. Owners and Managers Participating in the housing programs must also comply with VAWA 2013.

Goals and Objectives

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by GCHA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;

D. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by GCHA.

Other GCHA Policies and Procedures

VAWA 2013 did not amend VAWA 2005's provisions concerning the PHA planning process. Therefore, a PHA must still include in its annual plan a description of any activities, services, or programs being undertaken to assist victims of domestic violence, dating violence, sexual assault or stalking. In addition, a PHA must include in its five-year plan a description of any goals, objectives, policies, or programs it uses to serve victims' housing needs. Furthermore, any local community that receives HUD assistance must include in its consolidated planning process a description of the housing needs of victims of domestic violence, dating violence, sexual assault and stalking.

Definitions

As used in this Policy:

A. *Domestic Violence* – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse or intimate partner; A person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."

B. *Dating Violence* – means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) the existence of such a relationship is determined based on the following factors:

- The length of the relationship.
- The type of relationship.
- The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

- that person;
- a member of the immediate family of that person; or
- the spouse or intimate partner of that person;

D. *Sexual Assault* – to mean "any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent."

E. *Affiliated individual* of a victim means, with respect to an individual –
(A) a spouse, parent, brother, sister, or child of that individual, or an individual to whom that person stands in loco parentis; or
(B) any individual, tenant, or lawful occupant living in the household of the individual.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

Denials of Admissions, Termination of Tenancy or Assistance

VAWA 2013 continues VAWA 2005's protections that prohibit an applicant or tenant from being denied admission to, denied assistance under, terminated from participation in, or evicted from housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. Like VAWA 2005, the new law indicates that an incident of actual or threatened domestic violence, dating violence, sexual assault or stalking will not be construed as a serious or repeated violation of the lease by the victim and will not be good cause for terminating the assistance or tenancy of the victim.

Criminal activity directly related to the abuse

VAWA 2013 prohibits any person from being denied assistance, tenancy or occupancy rights to housing solely on the basis of criminal activity, if that activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a household member, guest or any person under the tenant's control, if the tenant or affiliated individual of the tenant is the victim.

"Actual and imminent threat" provision

As previously authorized by VAWA 2005, a PHA, owner or manager may evict or terminate assistance to a victim if the PHA, owner or manager can demonstrate an actual and imminent threat to other tenants or employees at the property in the event that the tenant is not evicted or terminated from assistance.

Like VAWA 2005, VAWA 2013 does not define "actual and imminent threat." Therefore, it will be critical for advocates to work with the federal agencies responsible for administering the covered housing programs, especially USDA's Rural Development or the Treasury's IRS, to include in their implementing regulations a clear definition of this crucial term as well as guidance. For example, current HUD regulations implementing VAWA 2005 define the term as a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. Furthermore, the regulations provide that certain factors be considered in determining the existence of an "actual or imminent threat," including the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. In addition, HUD indicated that eviction or termination of a victim's assistance under this provision should occur "only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or

develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat.”

Victims must be held to the same standard as other tenants

As under VAWA 2005, for lease violations unrelated to the abuse, a PHA, owner or manager cannot subject an individual who is a victim of domestic violence, dating violence, sexual assault or stalking to a more demanding standard than other tenants in determining whether to evict or terminate assistance.

Bifurcation

Like VAWA 2005, VAWA 2013 allows PHAs, owners and managers of the covered housing programs to bifurcate a lease to evict or terminate assistance to any tenant or lawful occupant who engages in criminal acts of violence against an affiliated individual or others. This action may be taken without penalizing the survivor who is also a tenant or lawful occupant.

Importantly, VAWA 2013 adds a new protection for tenants who remain in the housing as a result of the lease bifurcation. Specifically, if a PHA, owner or manager evicts, removes or terminates assistance to an individual because of criminal acts of violence against family members or others, and that individual is the only tenant eligible to receive the housing assistance, then any remaining tenant will have the opportunity to establish eligibility for the assistance. If no tenant can establish such eligibility, then the PHA, owner or manager must provide the tenant reasonable time (as determined by the respective federal agency) to find new housing or to establish eligibility under another covered housing program.

Portability

VAWA 2013 makes no change to victims’ protections concerning portability of Section 8 vouchers, as provided by VAWA 2005. Therefore, a PHA may still permit a family with a Section 8 voucher to move to another jurisdiction if the family has complied with all other obligations of the program and is moving to protect the health or safety of an individual who is or has been the victim of domestic violence, dating violence or stalking. The PHA may permit the family to move even if the family’s lease term has not yet expired.

Because it left the portability provision untouched, VAWA 2013 failed to extend its coverage to victims of sexual assault. However, because this oversight clearly violates an important purpose of VAWA 2013’s housing provisions – to provide protections to sexual assault victims, advocates should ensure that this protection is clarified and included in the implementing regulations.

Court orders. Like VAWA 2005, VAWA 2013 requires that PHAs, owners and managers honor court orders addressing rights of access to or control of property, including civil protection orders issued to protect the victim, as well as orders addressing the distribution or possession of property among household members in a case.

Certification

A. Discretion of PHAs and owners: Like VAWA 2005, VAWA 2013 allows, but does not require, PHAs, owners and managers to make a written request to an individual for certification that he

or she is a victim of domestic violence, dating violence, sexual assault or stalking when seeking VAWA's protections. At their discretion, PHAs, owners or managers may apply VAWA to an individual based solely on the individual's statement or other evidence. Any requests for certification must be in writing.

B. Agency-approved form: VAWA 2013 revised the certification process outlined under VAWA 2005 and implemented through forms HUD-50066 or HUD-91066. The new law permits PHAs, owners and managers to request that an individual certify via a form approved by the appropriate federal agency. This form must: (1) state that an applicant or tenant is a victim of domestic violence, dating violence, sexual assault or stalking; (2) state that the incident that is the ground for protection meets the requirements under the statute; and (3) include the name of perpetrator, if the name is known and safe to provide.

C. Other permissible documents:

- Documentation signed by the victim and a victim service provider, an attorney, a medical professional, or a mental health professional in which the professional attests under penalty of perjury to his or her belief that the victim has experienced an incident of domestic violence, dating violence, sexual assault or stalking that meets the grounds for protection under the statute; or . VAWA 2013 expanded the forms of documentation to include one signed by a victim and a mental health professional in which the professional attests under penalty of perjury. In addition, a victim may now provide an administrative record to document the abuse. Under the new law, instead of the certification form, the applicant or tenant may provide:
- A federal, state, tribal, territorial, or local law enforcement, court or administrative record.

D. Timeline: After a PHA, owner or manager has requested certification in writing, an applicant or tenant has 14 business days to respond to the request. If an individual does not provide the documentation within the 14 days, a PHA, owner or manager may deny admission or assistance, terminate the assistance or bring eviction proceedings for good cause. However, a PHA, owner or manager may extend this timeframe.

Conflicting certification

In situations where the PHA, owner or manager receives documentation with conflicting information, VAWA 2013 provides that the PHA, owner or manager may require an applicant or tenant to submit any of the above-mentioned third-party documentation. While VAWA 2005 did not cover this issue, the HUD regulations implementing VAWA 2005 did address the matter by similarly allowing third-party documentation in instances where two or more household members claimed to be the victim and named the other person as the perpetrator.

Emergency Transfers

VAWA 2013 includes a new provision mandating that each federal agency adopt a model emergency transfer plan to be used by PHAs and owners or managers of housing assisted under the covered housing programs. This transfer plan must allow survivor tenants to transfer

to another available and safe dwelling unit assisted under a covered housing program if: (1) the tenant expressly requests the transfer and (2) either the tenant reasonably believes that the tenant is threatened with imminent harm from further violence if the tenant remains within the same assisted dwelling unit, or where the tenant is a victim of sexual assault and the sexual assault occurred on the premises within 90 days before the transfer request. In addition, the transfer plan must incorporate reasonable confidentiality measures to ensure that the PHA, owner or manager does not disclose the location of the new unit to the abuser. Because the new statute fails to explicitly require PHAs and owners to adopt the model plan, regulatory clarifications concerning this duty appear necessary. VAWA 2013 further mandates that HUD establish policies and procedures under which a victim requesting an emergency transfer may receive a tenant protection voucher, although the statute is unclear about whether a victim is entitled to receive a transfer voucher where other transfer options are infeasible.

Confidentiality

In addition to the confidentiality mandate under the new emergency transfer provision, VAWA 2013 further requires that a PHA, owner or manager keep confidential the information an individual provides to certify victim status, including the individual's status as a victim. Furthermore, this information cannot be entered into a shared database or disclosed to another entity or individual, unless the disclosure is: requested or consented to by the individual in writing; required for use in an eviction proceeding to determine whether the incident qualifies as a serious or repeated violation of the lease, good cause to terminate assistance or tenancy, or criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking; or otherwise required by law. The HUD regulations implementing VAWA 2005 also prohibit employees of a PHA, owner or management agent from accessing the information regarding domestic violence unless they are specifically and explicitly authorized to access this information because it is necessary for their work. Presumably, this access limitation will remain effective under VAWA 2013, and, hopefully, will be expanded to the other newly covered housing programs.

Court Orders/Family Break-up

A. *Court orders.* It is GCHA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by GCHA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. *Family break-up.* Other GCHA policies regarding family break-up are contained in GCHA's Section 8 Administrative Plan.

Relationships with Service Providers

It is the policy of GCHA to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If GCHA staff becomes aware that an individual assisted by GCHA is a victim of domestic violence, dating violence or stalking, GCHA will refer the victim to such

providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring GCHA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. GCHA is part of a Social Services networking that provides assistance to activity directly relating to domestic violence, dating violence, sexual assault or stalking, engaged in by a member of a household. Partnerships in the networking include Safe Home and Community Action Program (CAP). Some of examples of assistance are assisting in Rent or Utility payments and assisting victims in need of help who wants to remove themselves from life threatening situations.

Notification and Language Access

VAWA 2013 significantly revised the notification requirements for PHAs and owners or managers of the covered housing programs. The new law requires HUD to develop a notice of VAWA housing rights ("HUD notice"), which includes the right of confidentiality, for applicants and tenants. Specifically, PHAs, owners and managers must provide the HUD notice accompanied by the agency-approved, self-certification form to applicants and tenants: (1) at the time an applicant is denied residency; (2) at the time the individual is admitted; and (3) with any notification of eviction or termination of assistance. In addition, the HUD notice must be available in multiple languages and be consistent with HUD guidance concerning language access for individuals with limited-English proficiency.

Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, sexual assault or stalking.

Amendment

This policy may be amended from time to time by GCHA as approved by the Gila County Board of Supervisors.

Attachment B6

Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards:

Members:

Jason Curran
807 S. Westerly Rd Apt. 211
Payson, AZ 85541

Tamera Lyndi Voss
132 S. Miami Ave
Miami, AZ 85539

Christina Lopez
2196 N. Escudilla Dr. Apt. 54
Globe, AZ 85501

Ileta Cooper
1039 E. Saguaro Apt. 156
Globe, AZ 85501

The GCHA sent notices to all residents that a Resident Advisory Board would be created and invited residents to participate. Four (4) participants responded to our inquiry, one (1) of them followed through the process of reviewing the plan.

Ileta Cooper (Member) had zero comments and approved the plan as written as well as being very appreciative of the program.

**Certification by State or Local
Official of PHA Plans Consistency
with the Consolidated Plan or
State Consolidated Plan
(All PHAs)**

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

**Certification by State or Local Official of PHA Plans
Consistency with the Consolidated Plan or State Consolidated Plan**

I, Woody Cline, the Chairman, Gila County Board of Supervisors
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

Gila County Housing Authority
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the

State of Arizona
Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

Gila County is consistent with the State Consolidated Plan following its policies and procedures.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Woody Cline

Signature

Title

Chairman, Gila County Board of Supervisors

Date

**Certifications of Compliance with
PHA Plans and Related Regulations
(Standard, Troubled, HCV-Only, and
High Performer PHAs)**

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including
Required Civil Rights Certifications**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or ____ Annual PHA Plan for the PHA fiscal year beginning **2020**, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Gila County

AZ045

PHA Name

PHA Number/HA Code

Annual PHA Plan for Fiscal Year 20

☒ 5-Year PHA Plan for Fiscal Years 2020 - 2024

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official

Title

Woody Cline

Chairman, Gila County Board of Supervisors

Signature

Date

Civil Rights Certification
(Qualified PHAs)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0226
Expires 02/29/2016

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Gila County Housing Authority

AZ045

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

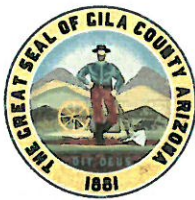
Woody Cline

Title

Chairman, Gila County Board of Supervisors

Signature

Date



RESOLUTION NO. 20-05-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA, AUTHORIZING THE GILA COUNTY HOUSING AUTHORITY TO SUBMIT ITS PHA (PUBLIC HOUSING AUTHORITY) 5-YEAR PLAN (FISCAL YEARS 2020-2024) TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.

WHEREAS, the Department of Housing and Urban Development (HUD) requires Housing Agencies to update their Agency 5-Year Plan (Fiscal Years 2020-2024); and,

WHEREAS, Gila County has held a public hearing to receive public comment on the 5-Year Plan (Fiscal Years 2020-2024). The Plan has also been reviewed by the Section 8 Resident Advisory Board;

NOW, THEREFORE, BE IT RESOLVED BY THE GILA COUNTY BOARD OF SUPERVISORS THAT:

- The Gila County Housing 5-Year Plan (Fiscal Years 2020-2024) is hereby approved.
- The Chairman of the Gila County Board of Supervisors is authorized and directed to execute the required certifications of compliance associated with the Gila County Housing Authority's 5-Year Plan and related regulations.

PASSED AND ADOPTED this 19th day of May 2020, at Globe, Gila County, Arizona.

GILA COUNTY BOARD OF SUPERVISORS

Attest:

Woody Cline, Chairman

Marian Sheppard, Clerk of the Board

Approved as to form:

The Gila County Attorney's Office

NOTICE OF PUBLIC HEARING

Gila County Housing Authority has developed its Agency 5-Year Public Housing Authority Agency (PHA) Plan for the Fiscal Year 2020 – 2024 in compliance with the Quality Housing and Work Responsibility Act of 1998. The proposed plan and its supporting documents are available for review at the Gila County Community Services Housing Department, located at 5515 S. Apache Ave., Suite 200 Globe, Arizona from 8:00 a.m. To 5:00 p.m. In addition, a Public Hearing will be held on May 19, 2020 at 10:00 a.m., at the regularly scheduled Board of Supervisors Meeting, Board of Supervisors' Hearing Room, located at 1400 E. Ash Street Globe, Arizona.

Written comments on this plan must be submitted in writing no later than May 15, 2020 to the Housing Department at the address Housing Services-Housing Choice Voucher program at 5515 S. Apache Ave. Suite 200, Globe AZ 85501

Gila County Board of Supervisors
Marian Sheppard, Chief Deputy Clerk of the Board

Gila County Housing Authority Section 8-Housing Choice Voucher Program is a federally funded program through the U.S. Department of Housing and Urban Development.



ARF-6031

Regular Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 05/19/2020

Submitted For: Roy Sandoval, School Superintendent

Submitted By: Cindy Fisher-Smith, Executive Assistant

Department: School Superintendent's Office

Information

Request/Subject

Distribution of FY 2019-20 Secure Rural Schools and Communities Funds (Forest Fees) - \$25,000 to Roads, \$903,026.84 to Schools, and \$230,827.50 to Gila County Education Service Agency.

Background Information

The Secure Rural Schools Act (SRS Act) was re-authorized for a two-year period by section 524 of P.L. 114-10 and signed into law by the President on April 16, 2015. This reauthorization re-established annual decreases of 5% in the full funding amount provided in section 3(11)(c) of the SRS Act, which provided that for FY 2012 and each fiscal year thereafter, the full funding amount was to be 95% of the full funding amount of the preceding fiscal year. Federal Year 2020 SRS Act funds in the amount of \$1,158,854.34 funds have been received by the Gila County Treasurer's Office.

Secure Rural Schools and Communities funding is intended to provide assistance to rural counties negatively affected by unrealized revenues from publicly held lands. Funds generated by Title I of the SRS Acts have been used for schools and roads - to create employment opportunities, to maintain current infrastructure and to improve the health of watersheds and ecosystems. Twenty percent of Gila County's total allocation goes to a regional Resource Advisory Committee for distribution. The remaining 80% of the Title I funds as represented in this agenda item is allocated to the Board of Supervisors for distribution and use by Roads and School Districts.

Evaluation

In each of the past ten years (2010-2019), the Board of Supervisors has authorized the distribution of Title I SRS Act funds for Gila County Roads and Schools as follows, upon recommendation of the Gila County Superintendent of Schools and County Management: a stipulated amount to Roads, and the remainder to School Districts by a formula that provides a base amount for all districts and additional amounts based on forest acreage and student enrollment of each district.

Gila County has received a total of \$1,158,854.34 Federal Year 2020 SRS Act funding, a decrease of over 0.174% of the amount received for the previous fiscal year. The County School Superintendent has consulted with County Management about the distribution of SRS Act funding in FY 2019-20.

Conclusion

Gila County School Districts, County Management, and the County School Superintendent are in agreement in the proposed recommendation to the Gila County Board of Supervisors for the distribution of \$1,158,854.34 of Federal Year 2020 funds received as part of the Secure Rural Schools Act for the FY 2019-20 school year, namely \$25,000 to Roads, \$903,026.84 to Schools, and \$230,827.50 to Gila County Education Service Agency.

Recommendation

The County School Superintendent and County Management recommend that the Board of Supervisors authorize the distribution of \$1,158,854.34 Federal Year 2020 funds received as part of the Secure Rural Schools Act for the FY 2019-20 school year (as authorized through section 524 of P.L. 114-10), namely \$25,000 to Roads, \$903,026.84 to Schools, and \$230,827.50 to Gila County Education Service Agency.

Suggested Motion

Information/Discussion/Action to approve the distribution of \$1,158,854.34 of Gila County's share of Federal Year 2020 Secure Rural Schools Act funds as authorized through section 24 of P.L. 114-10 for FY 2019-2020 as follows: \$25,000 to Roads, \$903,026.84 to Schools, and \$230,827.50 to Gila County Education Service Agency. **(Roy Sandoval)**

Attachments

No file(s) attached.

ARF-6034

Regular Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 05/19/2020

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

Information

Request/Subject

Adopt Resolution No. 20-05-03 designating a portion of Houston Mesa Road as a no parking area.

Background Information

Gila County holds a Highway Easement Deed from the Federal Highway Administration for the Houston Mesa Road. The road is included in the County's Maintained Roadway System. A traffic count from 2019 showed the average daily traffic to be 2842 vehicles. That number increases substantially during the summer and on weekends. Houston Mesa Road provides access to numerous communities north of Payson in the unincorporated area of Gila County. The road also provides access to the Tonto National Forest and the East Verde River. The river has become a destination for residents from all parts of the state. Due to the popularity of the location, the County has found that numerous people park along the road with no consideration to other users of the road, often times creating a one-lane road. Emergency vehicles are having a difficult time navigating the road due to vehicles along the roadway.

The following excerpt is from a recent email from the Fire Chief of the Water Wheel Fire District: "*on Saturday I counted 27 vehicles parked on both sides of the roadway, narrowing the usable traffic lanes to less than 2, and completely blocking the entrance and exit driveways. On Sunday there were more than 30 vehicles parked in the same manner. This weekend, if there had been an emergency in the recreation area there would have been no way for emergency vehicles to access the parking lot and would have meant we would need to park in the roadway, totally closing Houston Mesa Road to north and southbound traffic for a period of time up to three hours if we had to carry someone out to an ambulance.*"

The Payson District Ranger for the Tonto National Forest supports the no parking request and has stated in the following recent email: *"no parking on both sides of the road manages user pressure/overflow so that I can safely open all of the day-use parking lots back up. The level of site visitations on the Forest this spring is pretty incredible, and we are limited on personnel and PPE for recreation management. I'd rather have folks in the parking lot, but without enforceable No Parking, the high volume of users from a full lot and roadside parking exceeds our capacity."*

Evaluation

Establishing a no parking area along this portion of Houston Mesa Road will improve access to the users of the road and provide a safer road for the public and emergency responders in the area. The establishment of a no parking area will allow law enforcement agencies to enforce the no parking area.

Conclusion

It's in the best interest of the County and for the safety of the public traveling on the road to establish a no parking area along this portion of Houston Mesa Road.

Recommendation

It is the recommendation of the Director of Public Works that the Board of Supervisors adopt Resolution No. 20-05-03.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 20-05-03 designating a portion of Houston Mesa Road as a no parking area. **(Steve Sanders)**

Attachments

Resolution No. 20-05-03

Map

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



RESOLUTION NO. 20-05-03

A RESOLUTION ESTABLISHING A “NO PARKING” ZONE ON HOUSTON MESA ROAD FROM MILE MARKER 7.25 TO MILE MARKER 8, A DISTANCE OF APPROXIMATELY 0.75 MILES AS SHOWN ON THE ATTACHED EXHIBIT “A”

WHEREAS, the Gila County Board of Supervisors desire to provide maximum protection to the users of roads, streets, and highways in Gila County; and,

WHEREAS, said Board of Supervisors acknowledges the State of Arizona has adopted the Manual on Uniform Traffic Control Devices (MUTCD) as published by the Federal Highway Administration, with some exceptions (A.R.S. §28-641, State Sign Manual); and,

WHEREAS, in accordance with A.R.S. §28-643, Local Traffic Control Devices, which states, *“Local authorities in their respective jurisdictions shall place and maintain such traffic control devices upon highways under their jurisdictions as they deem necessary to indicate and to carry out the provisions of this chapter or local traffic ordinances or to regulate, warn or guide traffic. All traffic control devices erected shall conform to the state manual and specifications.”* and,

WHEREAS, official recognition of the proper position of regulatory types of signs is required to provide legal enforcement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that Houston Mesa Road from mile marker 7.35 to mile marker 8, a distance of approximately 0.75 miles, be signed in accordance with the attached EXHIBIT “A”.

PASSED AND ADOPTED this 19th day of May 2020.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

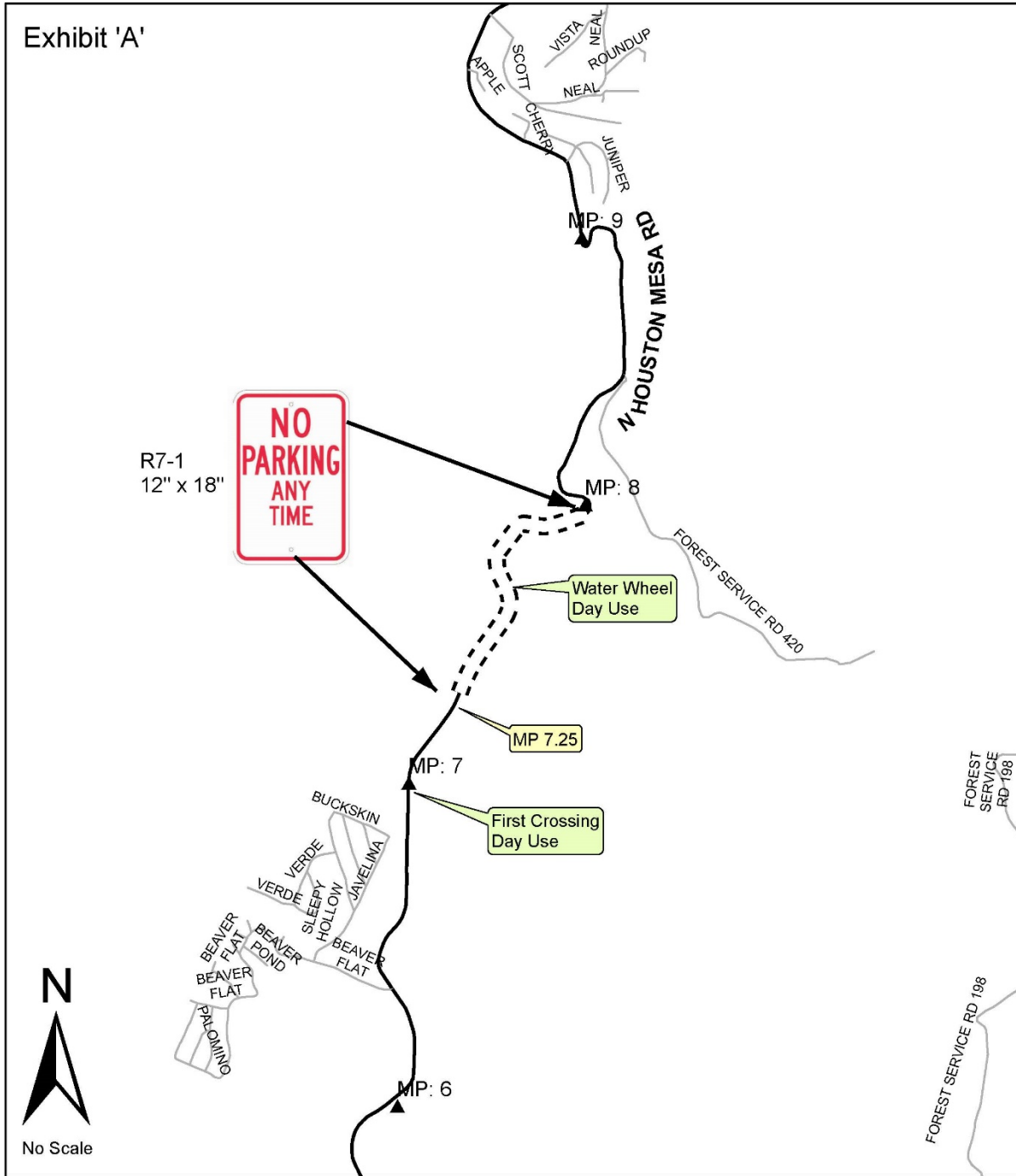
Marian Sheppard, Clerk of the Board

Woody Cline, Chairman

Approved as to form:

The Gila County Attorney’s Office

Exhibit 'A'




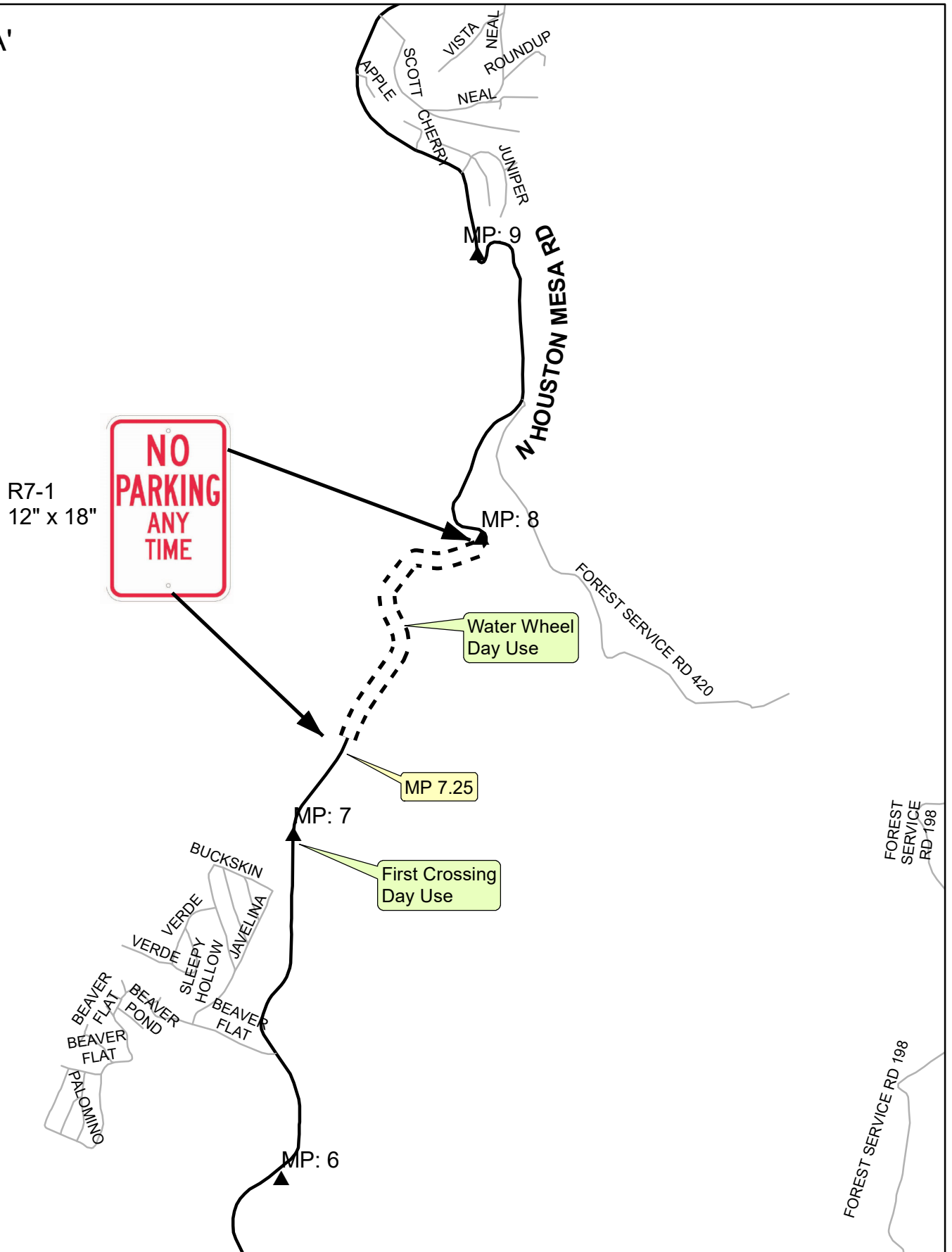
<p>Issued: 05-19-2020</p> <p>Revised:</p>	<p>Gila County Public Works</p> <p>STEVE SANDERS, DIRECTOR</p> <p>745 N Rose Mofford Way (928) 402-8899 Globe AZ 85501 Fax: (928) 425-8104</p>	<p>NO PARKING SIGNS</p> <p>Houston Mesa Rd</p>	 <p>Sheet 1 of 1</p>
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Exhibit 'A'



Issued:
05-19-2020
Revised:

Gila County Public Works

STEVE SANDERS, DIRECTOR
745 N Rose Mofford Way (928) 402-8899
Globe AZ 85501 Fax: (928) 425-8104

NO PARKING SIGNS

Houston Mesa Rd



Sheet 1 of 1

ARF-6032

Regular Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 05/19/2020

Submitted For: Adam Shepherd, Sheriff

Submitted By: Debra Williams, 911 Coordinator

Department: Sheriff's Office

Fiscal Year: FY2021

Budgeted?: No

Contract Dates 07/01/2020 through

Grant?: No

Begin & End: 06/30/2021

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 1 to the Intergovernmental Agreement Between Town of Payson and Gila County, AZ for Centralized Management of 9-1-1 Grant Funds

Background Information

Effective December 16, 2019, the Town of Payson on behalf of the Town of Payson Police Department and Gila County acting through its Board of Supervisors on behalf of the Gila County Sheriff's Office entered into an Agreement for Centralized Management of Arizona State 9-1-1 Grant Funding by the Sheriff's Office. The term of the Agreement will expire on June 30, 2020.

On April 3, 2020, FY21 Grant Award Allocations were posted by the Arizona Department of Administration (ADOA), 9-1-1 Program Office. The grant continues to support both Payson Police Department and Gila County Sheriff's Office Public Safety Answering Points. The term of the grant is July 1, 2020 thru June 30, 2021.

Evaluation

Per the Special Conditions Sheet of ADOA FY21 Grant Agreement , Grant Number: ADOA-AZ911-21-004:

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

Conclusion

Amendment No. 1 fulfills Special Condition #2 of the ADOA FY21 Grant Agreement.

Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors approve Amendment No. 1 to the Intergovernmental Agreement Between Town of Payson and Gila County, AZ for Centralized Management of 9-1-1 Grant Funds.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to the Intergovernmental Agreement (IGA) between the Town of Payson and Gila County, AZ for Centralized Management of 9-1-1 Grant Funds to extend the term of the IGA for one year; from July 1, 2020 through June 30, 2021. **(Debra Williams)**

Attachments

Amendment No.1
FY2020 IGA

**AMENDMENT NO. 1
TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN
TOWN OF PAYSON AND GILA COUNTY, AZ
FOR
CENTRALIZED MANAGEMENT OF 9-1-1 GRANT FUNDS**

Effective December 16, 2019, the Town of Payson on behalf of the Town of Payson Police Department and Gila County acting through its Board of Supervisors on behalf of the Gila County Sheriff's Office entered into an Agreement for Centralized Management of Arizona State 9-1-1 Grant Funding by the Sheriff's Office.

The term of the Agreement will expire on June 30, 2020.

Section 2-*Term and Renewal* of the Agreement states, "Annual renewal of this Agreement shall be contingent on funding availability from the Arizona 9-1-1 Program Office and subject to the agreement of the Parties."

Receipt of Award Notification Letter for ADOA-AZ911-21-004 attached hereto and incorporated herein by this reference as Exhibit A from the Arizona 9-1-1 Grant Program-FY2021 confirms availability of funding for the period of July 1, 2020 through June 30, 2021.

Amendment No. 1 to the Agreement will allow for the Town of Payson and Gila County to exercise the option to renew the term of the Agreement for an additional year, from July 1, 2020 to June 30, 2021.

All other terms, conditions and provisions of the Agreement shall remain the same and apply during the renewal period of July 1, 2020 through June 30, 2021.

This Amendment No. 1 shall become effective upon the date of the last signature.

AGREED:

GILA COUNTY

Date:

TOWN OF PAYSON

Date:

Woody Cline, Chairman
Board of Supervisors

Date:

Tom Morrissey, Mayor

Date:

J. Adam Shepherd
Gila County Sheriff

Ron Tischer
Public Safety Director

ATTEST:

Date:

ATTEST:

Date:

Marian Sheppard
Clerk of the Board

Tracie Bailey
Town Clerk

I have reviewed the above referenced Amendment 1 to the Agreement between the TOWN OF PAYSON, on behalf of the Payson Police Department and GILA COUNTY, on behalf of the Gila County Sheriff's Office and declare this Amendment 1 to be in proper form and within the powers and authority granted to the Town of Payson under the laws of the State of Arizona.

Date:

APPROVED AS TO FORM:

Payson Town Attorney

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned Gila County Attorney acknowledges that he has reviewed the above Amendment 1 to Agreement on behalf of the Gila County and has determined that this Amendment 1 is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date:

APPROVED AS TO FORM:

Gila County Attorney's Office

EXHIBIT A



Award Notification Letter

Dear Debra Williams,

An award package has been created by Arizona for the following program solicitation:

Project: Gila County 9-1-1 System

Program: Arizona 9-1-1 Grant Program-FY2021

Approved Amount: \$192,653.00

Federal Awards: No federal funds were included in this award.

Other Awards:

- FY21 Arizona 9-1-1 Revenue: \$192,653.00

Total Other: \$192,653.00

Total Match: \$0.00

Period of Performance: 07/01/2020 - 06/30/2021

Award ID: ADOA-AZ911-21-004

Eln: 86-600444

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
TOWN OF PAYSON
AND
GILA COUNTY, AZ
FOR
CENTRALIZED MANAGEMENT OF 9-1-1 GRANT FUNDS**

THIS AGREEMENT (the "Agreement") is made and entered into this 23rd day of July 2019, by and between the Town of Payson on behalf of the Town of Payson Police Department, a municipal corporation and a political subdivision of the State of Arizona, hereinafter referred to as "PPD" or "the Town", and Gila County, AZ, a political subdivision of the State of Arizona acting through its Board of Supervisors ("Gila County") on behalf of the Gila County Sheriff's Office, hereinafter referred to as "GilaCoSO", "the County", or "Gila County" and singularly as "the Party", and collectively as "the Parties".

WHEREAS, the Parties pursuant to A.R.S. §11-201(A)(3) as public agencies of the State of Arizona, if authorized by their respective governing bodies, may enter into agreements with one another for services or joint or cooperative action; and

WHEREAS, Arizona Administrative Code Title 2, Article 4 provides the definition of a 9-1-1 network, the formation of a 9-1-1 planning committee for a specific geographical area, the adoption of a 9-1-1 Service Plan to include 9-1-1 system design standards, and operational requirements; and

WHEREAS, the Administrative Code also defines Funding Eligibility, Allocation of Funds and Methods of Reimbursement; and

WHEREAS, the Parties each have an established Public Safety Answering Point (PSAP) that is represented in the Gila 9-1-1 Network Service Plan; and

WHEREAS, the Arizona 9-1-1 Program office requires a Single Point of Contact for each 9-1-1 network system; and

WHEREAS, the Gila County Sheriff's Office 9-1-1 Network System Coordinator, hereinafter referred to as the Coordinator, is the Single Point of Contact for the network and works with the Arizona 9-1-1 program office on behalf of the Parties to ensure reliable and redundant 9-1-1 network infrastructure, provide budgetary oversight, and participates statewide in long term planning, interoperability coordination, and project implementation; and

WHEREAS, the Fiscal Year 2020 grant funding application required by the Arizona 9-1-1

Program Office, under the direction of the Arizona Office of Grants and Federal Resources (AzOGFR) was developed and submitted on behalf of the Parties by the Coordinator; and

WHEREAS, a 9-1-1 Grant Award notification was received on April 26, 2019 and is attached to this document.

NOW, THEREFORE, the Parties agree as follows:

1. Purpose

The purpose of the Agreement is to define the terms upon which Gila County will provide 9-1-1 program management including budget development, grant application workflow, vendor billing review, vendor payment, and grant reimbursement processing on behalf of the Gila 9-1-1 Network.

2. Term and Renewal

- A. Initial Term: This Agreement shall become effective when fully executed, by and under the authority of the governing body of each Party's jurisdiction. The initial term shall be for one (1) year beginning July 1, 2019 and ending June 30, 2020.
- B. Renewal: Annual renewal of this Agreement shall be contingent on funding availability from the Arizona 911 Program Office and subject to the agreement of the Parties.

3. Budget Management

- A. On behalf of both Parties, the 9-1-1 Coordinator will be responsible to:
 - i. Work with each PSAP Manager to develop and submit an annual 9-1-1 budget.
 - ii. Coordinate budget requests with the State 9-1-1 Office.
 - iii. Receive and validate vendor billing.
 - iv. Coordinate vendor payments in an efficient and timely manner.

4. Program Management

- A. Gila County provides program management on behalf of the Parties by:
 - i. Ensuring that the program meets all technical and statistical requirements set by the State of Arizona and the FCC.
 - ii. Maintaining open communications with the Town of Payson and PPD, including documentation related to the Network budget.
 - iii. Provide interaction with vendors and make recommendations on vendor additions or changes that affect the Network, including procurement of services, when requested by the Parties.
 - iv. Coordinate funding for projects, training, or technical needs on behalf of the Parties.
 - v. Schedule quarterly meetings of the Gila Regional PSAP Working Group to review Network performance, needs, and encourage interoperability between PSAPs in and around Gila County.

5. Obligations

In order to qualify for funding, all Parties are obligated to comply with Arizona Administrative Code Title 2, Article 4.

6. Indemnification

To the fullest extent permitted by law, each Party agrees to defend, indemnify, and hold harmless the other Party and the other Party's officers, agents, and employees from all claims, losses, and causes of actions arising out of, resulting from, or in any manner connected with this Agreement, to the extent such claim, loss, cause of action, damage, or injury is caused or contributed to by, the negligent or willful acts, or omissions of the indemnifying party.

7. Termination

- A. This Agreement may be terminated by either Party for any reason by providing at least 180 days written notice to the other party.
- B. Either Party may terminate this Agreement for a material breach provided that the non-breaching Party provides at least thirty (30) days written notice to the other Party of its intent to terminate the Agreement, via hand delivery or certified mail, return receipt requested, and allows at least twenty (20) days from the date of receipt of the notice to cure the alleged breach.

8. Notices and Contact List

All notices or demands upon any party to this Agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

<i>Ronald Tischler</i> Don Engler Chief of Police 303 N. Beeline Hwy. Payson, Arizona 85541 (928) 472-5053 dengler@paysonaz.gov <i>rtischer@paysonaz.gov</i>	J. Adam Shepherd Gila County Sheriff 1100 E. South St. Globe, Arizona 85501 (928) 425-4449 <u>ashepherd@gilacountyaz.gov</u>
Jason Hazelo Lieutenant 303 N. Beeline Hwy. Payson, Arizona 85541 (928) 474-5177 <u>jhazelo@paysonaz.gov</u>	Debra Williams 9-1-1 System Coordinator PO Box 311 Globe, AZ 85502 (928) 402-1893 <u>dwilliams@gilacountyaz.gov</u>

9. Non-Discrimination

The Parties to this agreement shall not discriminate against any 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 the Party's duties and responsibilities pursuant to this Agreement.

10. Compliance with Laws

Each Party shall comply with all applicable federal, state and local laws, rules, regulations, standards, and Executive Orders, when acting under this Agreement. Any changes in applicable governing laws, rules and regulations during the terms of this Agreement shall apply, but do not require an amendment.

11. No Third-Party Beneficiaries

Nothing in this Agreement is intended to create duties, obligations to, rights or remedies in third parties not Parties to this Agreement.

12. Standard of Care

Nothing in this Agreement is intended to affect the legal liability of either Party to the Agreement by imposing any standard of care different from the standard of care imposed by applicable law.

13. Jurisdiction

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

14. Conflict of Interest

This Agreement 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.

15. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the full extent permitted by law.

16. Assignment

It is hereby agreed by the Parties that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.

17. Budget and Finances

Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Agreement and the financing thereof, shall be approved annually by the Parties through their respective governing bodies. Financing may include commitment of general funds, grant funds, or other available financing.

18. Disposition of Property on Termination.

Pursuant to A.R.S. § 11-952(B)(4), upon complete termination of this Agreement, each Party shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing Party; upon partial termination of this Agreement, property no longer required for the execution of the Agreement shall be subject to the same return requirement.

19. Immigration Law Compliance.

As required by A.R.S. § 41-4401, each Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each Party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either Party uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this Agreement to ensure that the other Party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

20. Governing Law.

This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws.

21. Entire Agreement

This document constitutes the entire Agreement between the Parties pertaining to the subject matter hereof. This Agreement shall not be modified, amended, altered or extended except through a written amendment signed by the Parties under the same authority and direction as this Agreement has been executed.

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

GILA COUNTY BOARD OF

Date:

7/23/19


Tim R. Humphrey, Chairman of the Board

Date:

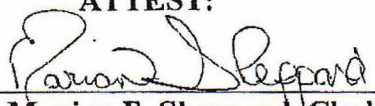
7-18-19


Adam Shepherd, Gila County Sheriff

ATTEST:

Date:

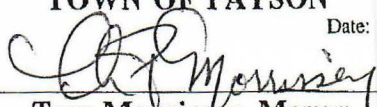
7.23-19


Marian E. Sheppard, Clerk of the Board


TOWN OF PAYSON

Date:

12/16/19


Tom Morrissey, Mayor

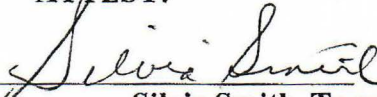
Date:


Don Engler, Public Safety Director

Ronald J. Tischen, Chief of Police

ATTEST:

Date:



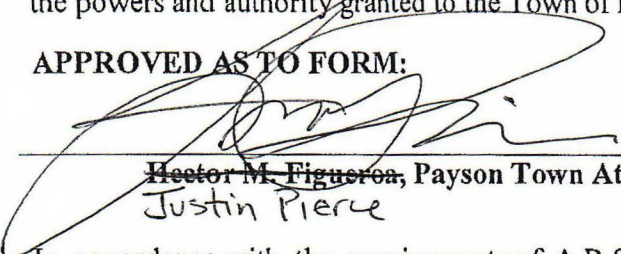
Silvia Smith, Town Clerk

I have reviewed the above referenced Intergovernmental Agreement between the TOWN OF PAYSON, on behalf of the Payson Police Department and GILA COUNTY, on behalf of the Gila County Sheriff's Office, an agreement among public agencies in accordance with the requirements of A. R. S. §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town of Payson under the laws of the State of Arizona.

APPROVED AS TO FORM:

Date:

12/12/19

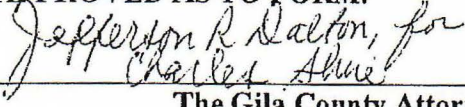

Hector M. Figueroa, Payson Town Attorney
Justin Pierce

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

APPROVED AS TO FORM:

Date:

7/23/19


Jefferson R. Dalton, for
Charles Alvarado
The Gila County Attorney's Office

ARF-6026

Regular Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 05/19/2020

Submitted For: Mary Springer, Finance Director

Submitted By: Maryn Belling, Budget Manager

Department: Finance

Fiscal Year: 2020

Budgeted?: No

Contract Dates 03/24/2020

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Budgeted and Unbudgeted County Inter-fund Transfers for FY2019

Background Information

During the course of routine business, the Finance Department prepares fund transfers. The Finance Department shall bring forth each year the transfers for the Board's review, discussion and approval to remain compliant with A.R.S. § 42-17106. Past practices for charging return to competency costs in the amount of \$467,519.18 in Criminal Justice Enhancement Fund (CJEF) were not an appropriate use of funds and required reimbursement from the General Fund. CJEF funds are used for jail enhancement expenses and the funds that are reimbursed in the amount of \$467,519.18 will be used for capital improvements to the Globe detention facility.

A.R.S. § 42-17106. Expenditures limited to budgeted purposes; transfer of monies. A. Except as provided in subsection B, a county, city, or town shall not: 1. Spend money for a purpose that is not included in its budget. 2. Spend money or incur or create a debt, obligation, or liability in a fiscal year in excess of the amount stated for each purpose in the final adopted budget for that year, except as provided by law, revenue in excess of that amount required to meet expenditures, debts, obligations and liabilities that are incurred under the budget. B. A governing body may transfer monies between budget items if all of the following apply: 1. The monies are available. 2. The

transfer is in the public interest and based on a demonstrated need. 3. The transfer does not result in a violation of the limitations prescribed in article IX, sections 19 and 20, Constitution of Arizona. 4. A majority of the members of the governing body votes affirmatively on the transfer at a public meeting.

Evaluation

A.R.S. § 42-17106 requires the Board of Supervisors, by majority vote, to approve the budgeted and unbudgeted funds transfers at a public meeting.

Conclusion

In order to be compliant with A.R.S. § 42-17106, the Finance Department requests the Board approve the inter-fund transfers. In order to correctly report appropriate expenses in CJEF Fund the return to competency expenses must be reimbursed to this fund.

Recommendation

Staff recommends approval.

Suggested Motion

Information/Discussion/Action to approve the budgeted and unbudgeted inter-fund transfers for FY 2019 in the amount of \$467,519.18 from General Fund to Criminal Justice Enhancement Fund. **(Maryn Belling)**

Attachments

ARS 42-1710

TR 128291

Journal Entry

42-17106. Expenditures limited to budgeted purposes; transfer of monies

A. Except as provided in subsection B, a county, city or town shall not:

1. Spend money for a purpose that is not included in its budget.
2. Spend money or incur or create a debt, obligation or liability in a fiscal year in excess of the amount stated for each purpose in the finally adopted budget for that year, except as provided by law, regardless of whether the county, city or town has received at any time, or has on hand, monies or revenue in excess of the amount required to meet expenditures, debts, obligations and liabilities that are incurred under the budget.

B. A governing body may transfer monies between budget items if all of the following apply:

1. The monies are available.
2. The transfer is in the public interest and based on a demonstrated need.
3. The transfer does not result in a violation of the limitations prescribed in article IX, sections 19 and 20, Constitution of Arizona.
4. A majority of the members of the governing body votes affirmatively on the transfer at a public meeting.

DELA COUNTY TREASURER
RECEIVED

128291 MAR 24 82



GRANT # _____

REMITTING AGENCY UMB Bank

BILLING PERIOD 2019 Bond Issuance

292.648	00
---------	----

Approved Signature: Joe Ward Title Acct. Man

Currency	
Coins	
Checks	292,648
Total	292,648

TREASURER

145742



Department	Number	Journal Type	Sub Ledger	G/L Date	Description	Source	Reference	Reclassification	Journal Type
201.140 - Finance	2020-00001831	JE	GL	04/22/2020	To Record Inter-Fund Transfers	JMenlove	Departmental -		Departmental Journals
Department, System Generated									
G/L Date	G/L Account Number	Account Description		Description	Source	Debit Amount	Credit Amount		
04/22/2020	1114_1000.10	Operating cash balances Cash in treasury		To Record Inter-Fund Transfers	JMenlove	.00	292,648.00		
Due To/Due From: 1114 - Bond Issuance 2009									
04/22/2020	1114.201.360_3940.10	Transfers Out Budgetary		To Record Inter-Fund Transfers	JMenlove	292,648.00	.00		
04/22/2020	3011.300.340.000_3930.20	Transfer In Non-budgeted		To Record Inter-Fund Transfers	JMenlove	.00	292,648.00		
04/22/2020	3011.300.340.000_1000.10	Operating cash balances Cash in treasury		To Record Inter-Fund Transfers	JMenlove	292,648.00	.00		
Due To/Due From: 3011 - Sheriff's Justice Enhancement									
04/22/2020	1005.201.140_3940.20	Transfers Out Unbudgeted		To Record Inter-Fund Transfers	JMenlove	174,871.18	.00		
04/22/2020	1005_1000.10	Operating cash balances Cash in treasury		To Record Inter-Fund Transfers	JMenlove	.00	174,871.18		
Due To/Due From: 1005 - General Fund									
04/22/2020	3011.300.340.000_1000.10	Operating cash balances Cash in treasury		To Record Inter-Fund Transfers	JMenlove	174,871.18	.00		
Due To/Due From: 3011 - Sheriff's Justice Enhancement									
04/22/2020	3011.300.340.000_3930.20	Transfer In Non-budgeted		To Record Inter-Fund Transfers	JMenlove	.00	174,871.18		
Number of Entries: 8						\$935,038.36	\$935,038.36		

ARF-6052

Regular Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 05/19/2020

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Sealed bid for the purchase of Assessor's parcel number 305-10-022D.

Background Information

On October 18, 2010, the Gila County Treasurer deeded parcel number 305-10-022D to the State of Arizona c/o Board of Supervisors because the previous owner did not pay taxes on the subject property for 7 consecutive years. Per the Treasurer, this property is a small sliver of road in Young. The property adjoins Gila County Assessor parcel number 305-10-020B, which is owned by Russell Griffith and Janine Schmitz.

In December 2020, the Board of Supervisors held its annual auction and this property did not sell; therefore, it was added to a list of properties that are available for sale year-round. The lien amount for this property is \$363.32. Mr. Griffith and Ms. Schmitz have submitted a bid less than the lien amount for the Board of Supervisors' consideration. If the Board accepts the bid, Mr. Griffith and Ms. Schmitz intend to combine the parcels. They want to purchase the property to improve the easement to their property (parcel number 305-10-020B).

Evaluation

On May 7, 2020, the Clerk of the Board received this sealed by from Mr. Griffith and Ms. Schmitz to purchase the subject parcel.

Gila County Resolution No. 15-05-05 states, " WHEREAS, the Board of Supervisors may waive the requirement to sell the property for no less than the total lien amount if a condition warrants selling a parcel at a lesser price."

Conclusion

It would be advantageous for the Board of Supervisors to consider a bid that is less than the lien amount; whereby, if the property is sold, it will go back on the County's tax rolls.

Recommendation

It is recommended that the Board of Supervisors consider the bid for the purchase of tax parcel number 305-10-022D

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 305-10-022D and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Marian Sheppard)**

Attachments

Letter from R. Griffith and J. Schmitz

Information on Parcel No. 305-10-022D

TO WHOM IT MAY CONCERN;

Sealed Bid for property Parcel # 305 10 022D

We would like to purchase the state owned property so we may improve the easement to our properties. We do not want to spend the money necessary for land we do not own. We would appreciate your acceptance of this bid.

Thank You

Russell S Griffith

Janine Y Schmitz

304-33-232G	2014	HAMMER, ROBERT & MARY, TRUST; HAMMER, ROBERT C. JR. & MARY, TRUSTEES	SHADED AREA "A" OF ROSE 3185 BEING A PORTION OF LOT 231 TONTO BASIN. (A VERY NARROW PARCEL BETWEEN TWO FENCED PROPERTIES. THIS PROPERTY WAS LEFT OFF A LOT LINE ADJUSTMENT WHICH CREATED A NEW PARCEL.)	\$436.52
305-10-022D	2010	GRAHAM, WILLIAM R. (TRUSTEE)	THE WEST 30' OF THE N1/2 OF NE1/4 SW1/4 NE1/4 SECTION 23 T9N R13E EQUALS 0.23 ACRE M/L (OUT OF 305-10-005X) (THIS IS PART OF A ROAD.)	\$363.32

X

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2010-011528 TD Page: 1 of 1
10/18/2010 09:10:51 AM Receipt #: 10-5763
Rec Fee: \$0 Gila County Treasurers Office
Gila County, Az, Sadie Tomerlin Dalton, Recorder

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



KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 17TH day of MARCH 2010 notice according to law was published in the ARIZONA SILVERBELT, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 25TH day of JUNE, 2010, a Treasurer's Deed will issue to the said grantee, and

WHEREAS, said property tax lien not having been redeemed from such sale, I therefore, pursuant to said notice and in conformity with law have conveyed, and do hereby foreclose the right to redeem and convey, unto said STATE OF ARIZONA, the following described premises situated in the County of Gila, State of Arizona, to-wit:

PARCEL NUMBER: 305-10-022-D

DESCRIBED AS: THE WEST 30' OF THE N1/2 OF NE1/4 SW1/4 NE1/4 SECTION 23 T9N R13E EQUALS 0.23 ACRE M/L (OUT OF 305-10-005X).

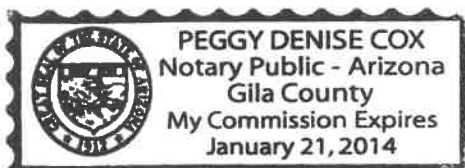
IN WITNESS WHEREOF, I, DEBORA SAVAGE, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 18TH day of OCTOBER, 2010.



STATE OF ARIZONA
COUNTY OF GILA

Debora Savage
Treasurer of Gila County

This instrument was acknowledged before me this 18TH day of OCTOBER 2010 by DEBORA SAVAGE as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that executed the same for the purpose and consideration therein expressed.



Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2014

Hard Copy

Tuesday, June 08, 2010

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703, Fax:(928) 425-7268

dsavage@co.gila.az.us

GRAHAM WILLIAM R TRUSTEE/TR

THE WEST 30' OF THE N1/2 OF NE1/4 SW1/4 NE1/4 SECTION 23 T9N
R13E EQUALS 0.23 ACRE M/L (OUT OF 305-10-005X).

PO BOX 285

YOUNG AZ 85554

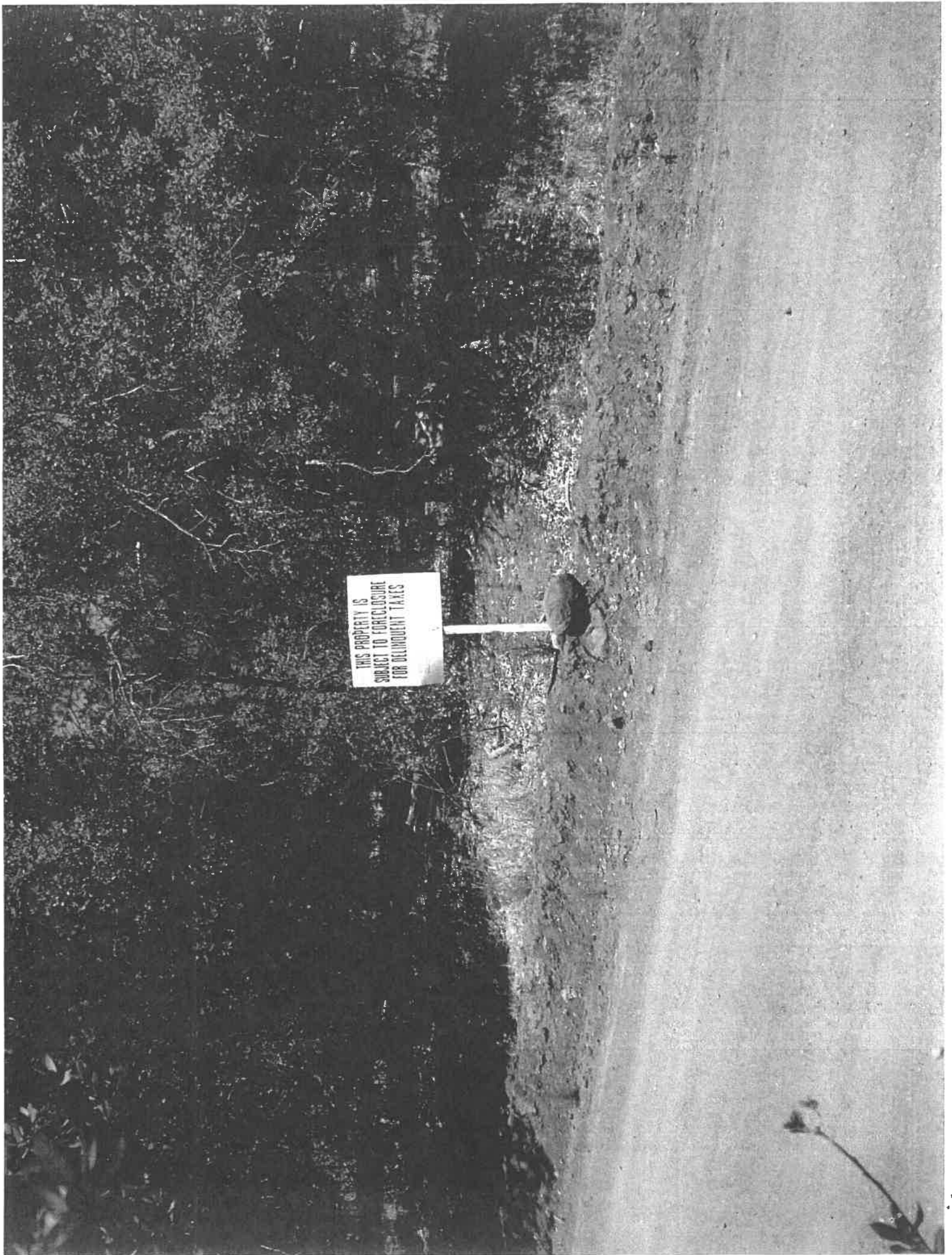
Parcel ID: 305-10-022-D

Figures below based on 06/25/2010

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2009	35929	Tax	\$2.00	\$0.00	\$0.00	\$0.22	\$0.00	\$2.22
2008	36650	CP State Iss	\$2.12	\$2.12	\$15.00	\$0.54	\$0.00	\$17.66
2007	36073	CP State Iss	\$2.06	\$2.06	\$15.00	\$0.88	\$0.00	\$17.94
2006	35654	CP State Iss	\$2.08	\$2.08	\$15.00	\$1.22	\$0.00	\$18.30
2005	35311	CP State Iss	\$2.14	\$2.14	\$15.00	\$1.60	\$0.00	\$18.74
2004	35144	CP State Iss	\$2.16	\$2.16	\$15.00	\$1.96	\$0.00	\$19.12
2003	34669	CP State Iss	\$2.10	\$2.10	\$15.00	\$2.24	\$0.00	\$19.34
2002	34486	Tax	\$1.98	\$0.00	\$0.00	\$0.00	\$1.98	\$0.00
2001	34133	Tax	\$2.38	\$0.00	\$0.00	\$0.00	\$2.38	\$0.00
2000	33966	Tax	\$2.18	\$0.00	\$0.00	\$0.00	\$2.18	\$0.00
1999	33646	Tax	\$1.92	\$0.00	\$0.00	\$0.00	\$1.92	\$0.00
			\$23.12	\$12.66	\$90.00	\$8.66	\$8.46	\$113.32

+ 200 -
313.32
50.00
363.32
Clerk's fee

THIS PROPERTY IS
SUBJECT TO FORECLOSURE
FOR DELINQUENT TAXES



TONTO NATIONAL FOREST
SEE MAP 305-02
1 of 4

TONTO NATIONAL FOREST

TONTO NATIONAL FOREST

SEE MAP 305-10
3 of 5

GILA COUNTY ASSESSOR

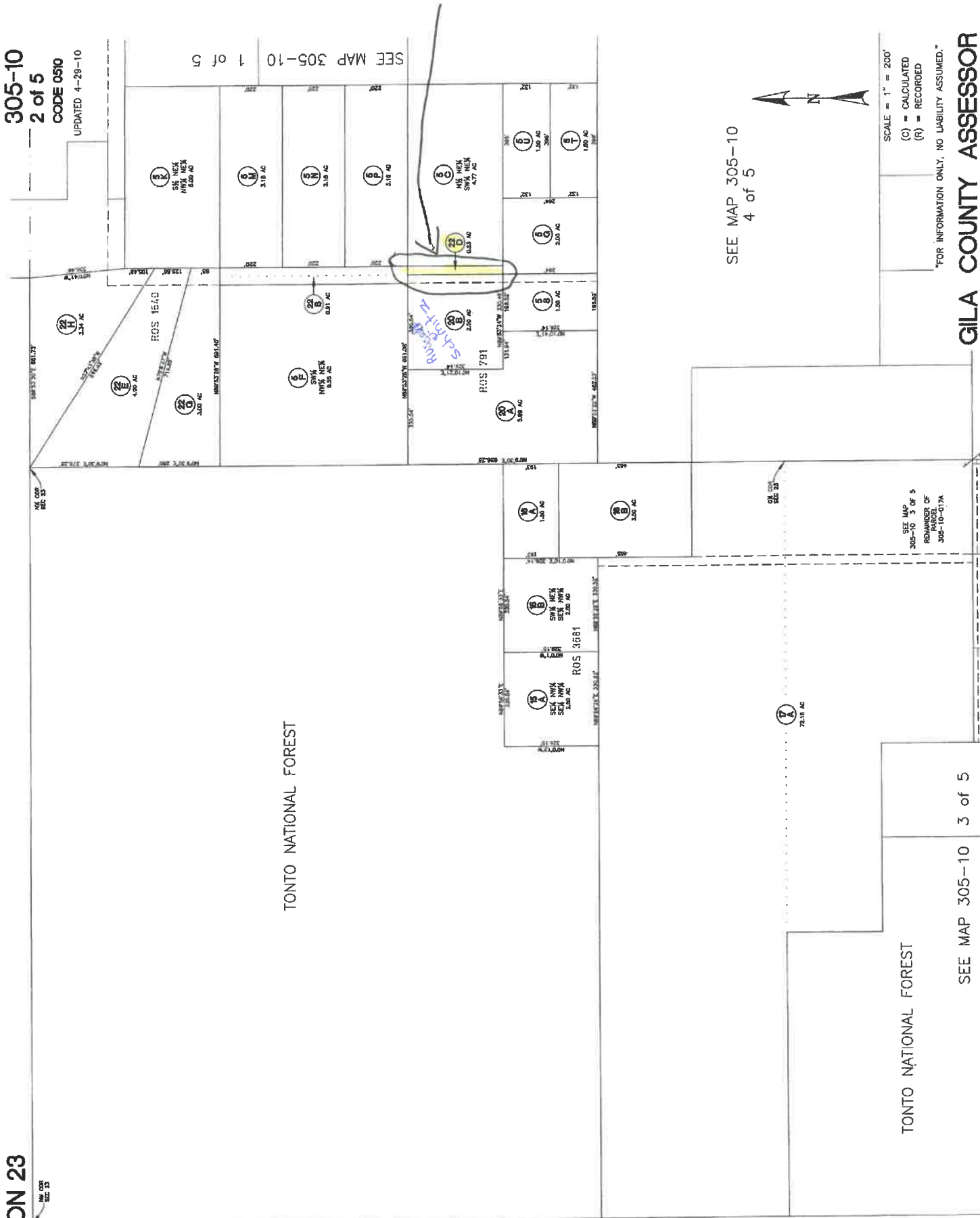
SEE MAP
305-10 3 of 5
REMAINDER OF
PARCEL
305-10-017A

SCALE = 1" = 200'

(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

SEE MAP 305-10
4 of 5



ARF-6035

Consent Agenda Item 5. A.

Regular BOS Meeting

Meeting Date: 05/19/2020

Submitted For: Steve Lessard, Chief Probation Officer

Submitted By: Sylvia Hernandez, Chief Administrative Officer

Department: Superior Court

Division: Probation

Fiscal Year: 2020-2021

Budgeted?: Yes

Contract Dates 07/01/2020 -

Grant?: No

Begin & End: 06/30/2021

Matching Yes

Fund?: Renewal

Requirement?:

Information

Request/Subject

Resolution No. 20-05-04 for Probation Department's participation in the FY 2020-2021 Family Counseling Program.

Background Information

For the past nineteen years, Gila County has been providing a matching fund requirement for the Gila County Probation Department to participate in the Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division.

Evaluation

As provided for in A.R.S. §8-264, a county may elect to participate in the family counseling program by resolution of the county's board of supervisors.

The supreme court shall then certify a list of counties which have elected to participate and shall inform those counties of the amounts of funding available to them.

The court shall certify that the amount expended by the county for purposes of determining matching funds has been utilized to supplement, not supplant, county or state funds that would otherwise be available for family counseling services.

The court shall certify that the amount of aid provided by the state and county to a family counseling program does not exceed seventy percent of

the program's annual operating budget.

Conclusion

The monies for this program provide services for strengthening family relationships and prevention of juvenile delinquency.

In the past, when the Board of Supervisors has adopted this resolution the County Finance Department has allocated the cash match requirement to be taken from the Probation General Fund under line item 4340-45 -Miscellaneous matching funds expense.

Recommendation

The Gila County Probation Department recommends the adoption of Board Resolution No. 20-05-04 certifying that the Board of Supervisors will provide \$1,944 in matching funds for the participation in the Family Counseling Program.

Suggested Motion

Approval to adopt Resolution No. 20-05-04 authorizing Gila County Probation Department's participation in the FY 2020-2021 Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division, and certifying that a matching fund requirement of \$1,944 for the Program will be provided by the County.

Attachments

Resolution No. 20-05-04



RESOLUTION NO. 20-05-04

A RESOLUTION AUTHORIZING GILA COUNTY PROBATION DEPARTMENT'S PARTICIPATION IN THE FY 2020-2021 FAMILY COUNSELING PROGRAM THROUGH THE ARIZONA SUPREME COURT, ADMINISTRATIVE OFFICE OF THE COURTS, JUVENILE JUSTICE SERVICES DIVISION, AND CERTIFYING THAT A MATCH FUND REQUIREMENT OF \$1,944 FOR THE PROGRAM WILL BE PROVIDED BY THE COUNTY.

WHEREAS, the Gila County Probation Department has been participating in the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division's Family Counseling Program for many years as provided for in Arizona Revised Statutes, Sections 8-261 through 8-265; and,

WHEREAS, the Family Counseling Program has proved to be beneficial by providing counseling to Gila County youth who have come to the attention of the court along with their families and siblings in an effort to address family problems that may be contributing to unlawful behavior; and

WHEREAS, the Gila County Probation Department requests that the Board of Supervisors authorize its continuation in the Family Counseling Program for fiscal year 2020-2021 and certify that \$1,944 will be provided as a match fund requirement;

NOW, THEREFORE, we, the members of the Gila County Board of Supervisors do hereby authorize the Gila County Probation Department's participation in the FY 2020-2021 Family Counseling Program through the Arizona Supreme Court, Administrative Office of the Courts, Juvenile Justice Services Division, and certify that a match fund requirement of \$1,944 for the program will be provided by the County.

PASSED AND ADOPTED this 19th day of May 2020, 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

ARF-6056

Consent Agenda Item 5. B.

Regular BOS Meeting

Meeting Date: 05/19/2020

Reporting BOS April 28, 2020 and May 5, 2020 BOS Meeting

Period: Minutes

Submitted By: Marian Sheppard, Clerk of the Board

Information

Subject

Board of Supervisors' April 28, 2020 and May 5, 2020 Meeting Minutes.

Suggested Motion

Approval of the Board of Supervisors' April 28, 2020 and May 5, 2020 meeting minutes.

Attachments

4-28-20 BOS Minutes

5-5-20 BOS Minutes

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: April 28, 2020

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 (by phone); and Tim R. Humphrey, Member.

STAFF PRESENT: James Menlove, County Manager; Jacque Sanders, Deputy County Manager, District Librarian; Homero Vela, Assistant County Manager; Charles Shire, Deputy Gila County Attorney, Civil Bureau (by phone); and Marian Sheppard, Clerk of the Board.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE

Chairman Cline called the Work Session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room and Robert Hickman led the Pledge of Allegiance.

Chairman Cline announced that he was changing the order of the agenda items whereby items 2C and 2D would be addressed first followed by 2A and 2B. (Note: Due to the lengthy discussions held on items 2C and 2D, later in the meeting Chairman Cline advised that items 2A and 2B would not be addressed at this Work Session, but rather would be placed on a future Work Session.)

Item 2 – REGULAR AGENDA ITEMS:

C. Information/Discussion regarding Ordinance No. 11-02 - *Open Outdoor Fire* and potential items for inclusion for revision.

Jacqueline Sanders, Deputy County Manager, District Librarian, advised that this item is for discussion only. She added that for the Board to make any changes to this ordinance, the law requires the public to be provided with at least 15 days' advance notice of a public hearing to consider amending the ordinance. The Gila County Board of Supervisors adopted an ordinance for open outdoor fires in 1998. It was updated in 2001, and again in 2011. In general, the

current ordinance (Ordinance No. 11-02) states that any time the United States Forest Service (USFS) issues an order placing restrictions on fires within the Tonto National Forest, Gila County follows suit on private property within the unincorporated areas of the County. Since 2011, the USFS Tonto National Forest has often implemented restrictions by ranger district; however, the County ordinance does not have this flexibility. In addition, the ordinance has a specific definition of 'barbecues' which are an exception to the ban; however, the definition does not address the newer types of pellet fed smokers and grills, nor does it allow for briquets in the barbecue definition.

Ms. Sanders advised that last week the Tonto National Forest fire restrictions were set in place. She received one public comment on this agenda item from Ron Sattelman, Fire Chief of the Water Wheel Fire & Medical District, in Payson. Ms. Sanders read aloud Chief Sattelman's letter. He would like the County to revise its ordinance "to make it a tiered approach to different levels of fire restrictive enforcement as conditions change based upon the stages of fire restrictions imposed by the Tonto National Forest." The stages proposed by Chief Sattelman are as follows: Stage One would prohibit any open burning such as campfires, warming fires and bonfires in any unincorporated parts of Gila County excluding National Forest lands. Pellet grills/smokers, propane grills and pressurized gas fired cooking stoves and lanterns would be allowed. Stage Two would prohibit any open burning such as campfires, warming fires and bonfires as well as pellet grills/smokers and charcoal grills in any unincorporated parts of Gila County excluding National Forest lands. Propane grills and pressurized gas fired cooking stoves and lanterns would be allowed. The use of chainsaws would be restricted to use between 8 p.m. and 8 a.m. The use of gas fired torches, welding and metal cutting operations would be restricted to inside of a structure or workshop area with a concrete floor and away from combustible materials. Chief Sattelman's letter states, "I believe that allowing pellet grills/smokers grills during stage one restrictions is reasonable. Pellet grills/smokers are a self-contained outdoor cooking device that do not emit embers or ash from the device during cooking operations, thus significantly reducing the chances of an accidental ignition of combustible materials external to the cooking device."

Ms. Sanders researched other Arizona counties, more particularly Yavapai and Navajo Counties, and incorporated some of the language those counties use into the proposed revised ordinance. She proceeded to review the proposed changes to Ordinance No. 11-02. Since this document would be frequently utilized by the public, she suggested removing all "whereas" statements and one "now, therefore" statement so that the public could get straight to the regulations outlined in the ordinance. Under Section 1-Definitions, paragraph 1.1, the definition of "open outdoor fire" is proposed to be as follows; *Means a fire where the products of combustion are emitted directly into the ambient air without passing through a stack or a chimney. This includes burning in a burn barrel.*

Under Section 1, paragraph 1.1, the definition of “campfire” is proposed to be as follows: *Means an open outdoor fire which is used only for the cooking of food or providing personal warmth for human beings or for recreational purposes.*

Under Section 1, paragraph 1.3, the definition of “barbeque” is proposed to be one of the following: 1) *Means fires fueled by propane, charcoal, manufactured pellets OR 2) means fixed or portable device where food is cooked on or enclosed in a metal frame over fires fueled by propane or other gas source, or commercially manufactured charcoal or wood pellets.* Under Section 2-

Prohibition, paragraph 2.1, the following language in red is proposed to be added: *At any time when the United States Department of Agriculture, United States Forest Service, issues an order under Title 36, Section 261.52 of the Code of Federal Regulations placing certain restrictions on fires within the Tonto National Forest either by designated Ranger District or the Tonto National Forest as a whole, it shall be unlawful for any person to build, maintain, attend, ignite, or use an open outdoor fire, bonfire, campfire or fireworks, in the same geographical location(s) except as provided in this Section.* Section 3-Penalties, paragraph 3.1, of the proposed revised ordinance also recommends increasing the penalty for a violation from \$500 to \$1,000. Under Section 4-Applicability, paragraph 4.1, the following language in red is proposed to be added: *This Ordinance applies within all unincorporated areas of Gila County. In the event that the Tonto National Forest implements fire restrictions by Forest Ranger Districts, the County Open Outdoor Fire Ban would be in effect in the unincorporated areas within each applicable Ranger District.*

J. Adam Shepherd, Gila County Sheriff, stated that the Sheriff’s Office concern regarding the ordinance is that of enforcement. He thanked Ms. Sanders as she addressed some of his earlier concerns.

Ms. Sanders further reviewed Chief Sattelmaier’s recommended changes. She stated, “In the past, the County has chosen to limit private property rights to just fire bans. Ron’s (Chief Sattelmaier) letter begins to move into those other areas of restricting running a chainsaw on private property, a welder on private property, smoking on private property...Typically the ordinance has not addressed.” She added that she answered questions from four citizens and two of them wanted to know if the ordinance would be updated to include pellet smokers. The Board members agreed with Ms. Sanders’ recommended changes that are outlined in the draft ordinance except it was agreed to not increase the penalty fee of \$500. Ms. Sanders replied that to her knowledge the Board has made two exceptions to lift a ban on fires. She stated, “They were generally for commercial operations in the north after it had started raining to allow for something like the Gila County Cattlegrower’s (Association) dinner. There has probably been more. Generally speaking, they had to have the blessing of the local fire district and a fireman on hand with water on site at hand. With enough lead time there is, I believe, a process to allow a commercial or semi-commercial exception.” Chairman Cline stated, “The

Forest Service usually coordinates with one another but at times they don't. I want the Board of Supervisors to have the ability to make exceptions to come out of a ban." Ms. Sanders replied that such a statement could be added to the ordinance. Each Board member agreed to the suggested changes to Ordinance No. 11-02. Sheriff Shepherd added, "As long as you are not asking us to make the decision for an exception, I am all for it." James Menlove, County Manager, suggested that language could be added to the ordinance to allow the Chairman to make an exception during a fire ban of which that decision could later be brought before the Board for approval. Ms. Sanders stated that she would meet with Marian Sheppard, Clerk of the Board, to arrange for the advertisement of a public hearing notice in the newspaper so that the final draft of revised Ordinance No. 11-02 could be presented to the Board of Supervisors for adoption.

D. Information/Discussion regarding the Coronavirus (COVID-19) outbreak and the resulting economic impact and financial projections for Gila County for fiscal years 2019-20, 2020-21 and beyond.

Arizona Governor Doug Ducey issued a state of emergency for Arizona on March 11, 2020. Since that time, he also issued various executive orders to include banning any on-site dining at restaurants and restricting many other businesses.

James Menlove, County Manager, stated that these business restrictions will have a negative impact on Gila County revenues. He advised that Gila County Administration and the Finance Department are closely monitoring the financial impacts and are making continuous projections these impacts will have on the financial position of Gila County. Mr. Menlove proceeded to review graphs and charts contained in the Financial Report & COVID-19 Analysis that outlines the impacts of COVID-19 on the County's current FY 2019-2020 budget and future FY 2020-2021 budget.

In summary, it is projected that the Gila County excise taxes collected from restaurants and bars, amusement, retail, and transient lodging will be significantly impacted by COVID-19, which is essentially about 70% of the County's sales tax revenues. Mr. Menlove expects some impacts to the FY 2019-2020 budget in May, but more so in June. His biggest concern is the FY 2020-2021 budget. According to Mr. Menlove's calculations, the County will need to cut its FY 2020-2021 budget by \$1,424,083. Mr. Menlove told the Board that it is unlikely the County will receive any of the CARES package money. He credited former County Manager John Nelson, who also served for many years as the Finance Director, with establishing a County Rainy Day Fund; a reserve fund. Chairman Cline asked Mr. Menlove if he plans on using the Rainy Day Fund to meet the budget shortfall. Mr. Menlove replied that, if necessary, those funds may be used but it would be on a temporary basis. Chairman Cline wanted to know if the \$4.19 tax rate might be lowered and

asked about the impact on County revenues. Mr. Menlove quickly calculated that should the rate be lowered to \$4.00 per \$100 of assessed valuation on a \$100,000 home, the County would lose \$1.25M, and the property owner would only save \$20. Chairman Cline suggested that those special taxing districts which have a reserve fund should consider lowering their levies. Mr. Menlove advised that he is instituting a 3-6 month hiring freeze to meet the budget shortfall and stated that there needs to be 40 fewer positions on the payroll, which can mostly be achieved by letting open positions remain unfilled. He also advised that the County's Capital Improvement Plan needs to be reviewed to determine if any projects could be delayed.

Mr. Menlove talked briefly about the County's Discover Gila County Project, which is web-based to promote all of the events, activities, destination sites and opportunities that exist within Gila County. He gave credit to the Board of Supervisors for having the insight to invest in that project. The Board members thanked Mr. Menlove for the presentation.

A. Information/Discussion on current and future Public Works Department projects as outlined in the County's 5-Year Capital Improvement Plan. THIS AGENDA ITEM WAS NOT ADDRESSED.

B. Information/Discussion on current and future Facilities Management Department projects as outlined in the County's 5-Year Capital Improvement Plan. THIS AGENDA ITEM WAS NOT ADDRESSED.

Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

There weren't any comments from the public.

Item 4 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

Supervisors Cline, Martin and Humphrey and the County Manager presented a brief summary of current events.

There being no further business to come before the Board of Supervisors,
Chairman Cline adjourned the meeting at 12:10 p.m.

APPROVED:

Woody Cline, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

**BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA**

Date: May 5, 2020

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 (by phone); and Tim R. Humphrey, Member.

STAFF PRESENT: W. James Menlove, County Manager; Jacque Sanders, Deputy County Manager, District Librarian; Charles Shire, Deputy Gila County Attorney, Civil Bureau (via ITV); and Marian Sheppard, Clerk of the Board.

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. Mary Springer led the Pledge of Allegiance and James Menlove delivered the invocation.

Item 2 – PRESENTATIONS:

A. Presentation of information on the University of Arizona's Cooperative Extension 4-H Program.

Renee Carstens, 4-H Agent for the Gila County 4-H Program, gave a brief summary of her personal and professional history. She advised that she and John Hatch, who works out of the Payson 4-H office, oversee the Gila County 4-H Program. Mr. Hatch also oversees the youth mentorship program. Gila County 4-H provides opportunities to grow and learn leadership, responsibility, and citizenship while developing competent, caring and actively engaged youth. There are 3 AmeriCorps that support the Gila County 4-H Program. Currently in Gila County there are 32 project, Leaders Council and community clubs. Project clubs vary from traditional 4-H (livestock, archery, cooking, & sewing) to STEM, kayak, wood working, life skills, chess & emergency preparedness. There are 192 active youth members and 37 volunteer adult leaders. Ms. Carstens reviewed the various programs and activities that are offered to the youth: Ag Daze Program, an agriculture awareness program; JOLT and 4-H

Camp Leadership and traditional summer camps; AZ Summit offered to high school students to provide an opportunity to explore the university campus and possible careers; Youniversity Expanding 4-H STEM opportunities and career exploration for middle and high school youth; Walmart Foundation 4-H Healthy Habits Program offered to classes at Copper Rim Elementary and in San Carlos. Forty-five youth completed six Choose Health: Food, Fun and Fitness (CHFFF) lessons. She reviewed the various grants, donations, gifts, and fundraising efforts that are essential to sustain the 4-H Program. During the current COVID-19 outbreak, 4-H members have been doing virtual learning at home, and many members have been sewing masks that are being distributed through the community. She added that members have been spending time working on other projects at home. Ms. Carstens added that she is always seeking out new grant opportunities to help fund the 4-H Program.

Vice-Chairman Martin thanked Ms. Carstens for the presentation and stated that the Tonto National Recreation Conservation District, located in Gila County, should be recognized for their sponsorship of the Ag Daze Program. Ms. Carstens agreed and apologized for forgetting to mention the District. Supervisor Humphrey and Chairman Cline thanked Ms. Carstens and recognized the importance of the 4-H Program in Gila County. Ms. Carstens handed out some gift bags from the 4-H youth to show their appreciation for Gila County's support of the program. Chairman Cline also offered his personal support to Ms. Carstens and said that she could contact him or Cathy Melvin, his Executive Assistant, at any time.

Item 3 – REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve the appointment of Mary Navarro as a Justice of the Peace Pro Tempore for the Globe Justice Court with the term expiring December 31, 2020.

Jonathan Bearup, Superior Court Administrator, stated that the Presiding Judge of the Superior Court in Gila County has requested the appointment of Mary Navarro as a Justice of the Peace Pro Tempore. Mr. Bearup advised that typically Justices of the Peace Pro Tempore are appointed on an annual basis. Mr. Navarro recently completed the new judge orientation program so that is the reason her name is being presented at this time. Each Supervisor agreed that Ms. Navarro will be an asset to the County as a Justice of the Peace Pro Tempore due to her many years of experience working in the Globe Regional Justice of the Peace's Office. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved the appointment of Mary Navarro as a Justice of the Peace Pro Tempore for the Globe Justice Court with the term expiring December 31, 2020.

B. Information/Discussion/Action to consider waiving the \$300 application fee for Conditional Use Permit Application No. P2004-024.

Scott Buzan, Community Development Department Director, presented information on this item. On October 18, 2019, Community Development staff issued a building permit in the Whispering Pines subdivision which is zoned R1L for a two-story single-family residence with 2,478 square feet habitable space and a 1,267 square foot attached garage. During the submittal of the plans staff mistakenly missed that the structure is three stories and exceeds the maximum 30-foot building height measured from the grade level to the mean height between the eaves and ridge for gable and hip roofs per the Gila County Zoning Ordinance by 4 feet. The Zoning Ordinance states that a Conditional Use Permit shall be required for any building exceeding two stories or thirty feet above ground level in an R1L zoning district. Community Development staff received a complaint that the structure was too tall for the area. Upon investigation, staff discovered the error. The property owner, after being informed by staff, submitted a Conditional Use Permit application. The Conditional Use Permit application is scheduled to be heard by the Gila County Planning and Zoning Commission on May 21, 2020, at 10:00 a.m. Mr. Buzan requested a waiver of the \$300 Conditional Use Permit application fee for this case due to the oversight of Community Development staff. He added that the property owner has paid \$3,100 in building permit fees and he is cooperating with the Community Development Department regarding the Conditional Use Permit. Each Board member agreed that the property owner should not have to pay the \$300 fee. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously waived the \$300 application fee for Conditional Use Permit Application No. P2004-024.

C. Information/Discussion/Action to approve Professional Services Contract No. 121619-Third Party Medical Claims Administrator for Sheriff's Office Detention with CorrectCare-Integrated Health for a period of one year with options to renew for up to three years at a cost of \$14.00 per claim.

Mary Springer, Finance Director, presented this item. Currently reviewing adult detention inmate medical claims and determining eligibility for cost reduction is incredibly time-consuming and County staff is not trained sufficiently to know all the adjustments and exclusions that apply to medical claims. At the request of Sheriff J. Adam Shepherd, the Board of Supervisors authorized the advertisement of Request for Proposals No. 121619 on January 21, 2020. There was one responsive and responsible proposal submitted by CorrectCare-Integrated Health. Ms. Springer advised that the Sheriff's Office reviewed the proposal and supports issuing a contract to CorrectCare-Integrated Health for third-party claims administrator services. She stated that CorrectCare-Integrated Health will review all claims for correctness and overcharges. Ms. Springer stated that Major Justin Solberg of the Sheriff's

Office was present to answer questions. Justin Solberg, Detention Commander, advised that he sent 6 inmate medical claims totaling \$121,071.54 to this company for review. After CorrectCare-Integrated Health applied the AHCCCS (Arizona Health Care Cost Containment System) schedule fee to the claims, which drops the claims to the AHCCCS fees, the claim total dropped to \$42,232.08. Major Solberg added that had there been erroneous or double billings on these claims, the total would have dropped to \$19,282.15. He stated, "It is well worth it to make sure we are not paying more than we have to." Should the Board decide to approve the contract, Chairman Cline asked Major Solberg to report the cost savings to the Board in 6 to 12 months, to which Major Solberg agreed. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved Professional Services Contract No. 121619.

D. Information/Discussion/Action to authorize the advertisement of Request for Sealed Proposals No. 041520-Annual Newspaper Contract to solicit bids for an annual contract for all advertising, publications, and printing required to be done or made by all departments of county government for the period July 1, 2020 through June 30, 2021.

Ms. Springer presented this agenda item. In accordance with the Arizona Revised Statutes, the Board of Supervisors is required to enter into an annual newspaper contract. Ms. Springer advised that in January 2020, the Board entered into a six-month contract for newspaper services instead of a 12-month contract so that the contract would end on June 30, 2020. As a result, all future newspaper contracts will be awarded for a fiscal year rather than a calendar year. She requested authorization to advertise this Request for Sealed Bids. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously authorized the advertisement of Request for Sealed Proposals No. 041520.

E. Information/Discussion/Action to adopt Resolution No. 20-05-01 appointing Mary Jane Springer, Finance Director, as the Chief Fiscal Officer for Gila County as required by Arizona Revised Statutes § 41-1279.07(E).

James Menlove, County Manager, presented this agenda item. As required by Arizona Revised Statutes § 41-1279.07(E), annually by July 31 each county, city, town, and community college district must provide the Auditor General the name of the chief fiscal officer (CFO) the governing board designates to submit the current fiscal year's Annual Expenditure Limitation Report and certify to the accuracy of the report. Mr. Menlove requested that Ms. Springer be appointed as the CFO for Gila County and he proceeded to review some of her accomplishments as Gila County Finance Director. Each Supervisor complimented Ms. Springer's quality of work and leadership in the position of Finance Director. Upon motion by Vice-Chairman Martin, seconded by

Supervisor Humphrey, the Board unanimously adopted Resolution No. 20-05-01. **(A copy of the resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

Item 4 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of revised Public Works Department Policy “Commercial Driver License (CDL) Random Drug/Alcohol Testing” to make changes and additions to the verbiage; to change the format of the policy; and change the policy number from DPW 09-05 to PWS-012.

B. Approval of the Board of Supervisors' April 21, 2020 meeting minutes.

C. Acknowledgment of the March 2020 monthly activity report submitted by the Clerk of the Superior Court's Office.

D. Acknowledgment of the March 2020 monthly activity report submitted by the Recorder's Office.

E. Acknowledgment of the March 2020 monthly activity report submitted by the Globe Regional Constable's Office.

F. Acknowledgment of the March 2020 monthly activity report submitted by the Payson Regional Constable's Office.

G. Acknowledgment of the March 2020 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

H. Acknowledgment of the March 2020 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

Upon motion by Supervisor Humphrey, seconded Vice-Chairman Martin, the Board unanimously approved Consent Agenda items 4A-4H.

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

matter be put on a future agenda for further discussion and decision at a future date.

There weren't any comments from the public.

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

Supervisors Martin, Humphrey and Cline, the County Manager and Deputy County Manager presented a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 11:02 a.m.

APPROVED:

Woody Cline, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-6038

Consent Agenda Item 5. C.

Regular BOS Meeting

Meeting Date: 05/19/2020

Reporting Period: For the month of April 2020

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Information

Subject

Human Resources Department Monthly Reports for April 2020.

Suggested Motion

Approval of the Human Resources Department monthly activity reports for April 2020.

Attachments

HR Summary Report

04/07/20 Human Resources Report

04/14/20 Human Resources Report

04/21/20 Human Resources Report

04/28/20 Human Resources Report

Human Resources Action Items

Date _____

Feb-20

Apr-20

0 Jun-20

Aug-20

0 Oct-20

0 Dec-2

20

DEPARTURES	29	4	13	4	8								
NEW HIRES REGULAR STATUS	21	9	6	3	3								
NEW HIRES TEMPORARY STATUS	4	2	2	0	0								
END OF PROBATIONARY PERIOD	44	10	8	12	14								
DEPARTMENTAL TRANSFERS	18	5	2	8	3								
OTHER ACTIONS	21	7	4	2	8								
REQUEST TO POST	16	4	6	5	1								
Total Transactions	153	41	41	34	37	0	0	0	0	0	0	0	0

HUMAN RESOURCES ACTION ITEMS

APRIL 7, 2020

DEPARTURES:

1. Jolene Myers - Clerk of Superior Court - Temporary Court Clerk - 03/27/20 - General Fund - DOH 12/23/19
2. Vicki DeAnda - Finance - Accounting Associate - 05/10/20 - General Fund - DOH 01/29/97

NEW HIRES:

3. Filomeno Butierez IV - Administrative Services - Administrative Clerk - 04/06/20 - General Fund - Replacing Ashlyn Earven

END PROBATIONARY PERIOD:

4. Alyxx Hartmann - Sheriff's Office - Detention Officer - 04/08/20 - General Fund
5. Kyle Parker - Sheriff's Office - Deputy Sheriff - 04/08/20 - General Fund

HUMAN RESOURCES ACTION ITEMS
APRIL 14, 2020

NEW HIRES:

1. Derek Riggs - Library District - IT Support Specialist - 04/27/20 - Library Assistance Fund - Replacing Thomas French
2. Lori White - Sheriff's Office - Nurse - 04/20/20 - General Fund - Replacing Penni Padgett

END PROBATIONARY PERIOD:

3. Veronica Hernandez - Health and Emergency Services - Community Health Specialist - 04/14/20 - WIC Fund
4. Steven Jenson - Assessor's Office - Chief Deputy Assessor - 03/19/20 - General Fund
5. Rebecca Taft - Assessor's Office - Property Appraiser II - 12/10/19 - General Fund

DEPARTMENTAL TRANSFERS:

6. Penni Padgett - Sheriff's Office - From Nurse - To Detention Medical Director (underfill) - 04/13/20 - General Fund - Replacing Richard Hobson

OTHER ACTIONS:

7. David Luhm - Computer Services - IT Support Specialist - 04/13/20 - General Fund - Salary correction
8. Gabriel Scales - Computer Services - IT Systems Administrator - 04/13/20 - General Fund - Salary correction

HUMAN RESOURCES ACTION ITEMS
APRIL 21, 2020

DEPARTURES:

1. Jenny Shults - Public Works - Road Maintenance and Equipment Operator - 04/09/20 - Public Works Fund - DOH 02/04/19

NEW HIRES:

2. Ruben Duarte - Sheriff's Office - Detention Officer - 04/27/20 - General Fund - Replacing Bret McDaniel
3. Dennis Pool - Sheriff's Office - Detention Officer - 04/27/20 - General Fund - Replacing Andrew Madrid

END PROBATIONARY PERIOD:

4. Andrea Cullen - Health and Emergency Services - Community Health Specialist - 05/18/20 - WIC Fund
5. Nicole Barrett - Health and Emergency Services - Administrative Clerk Senior - 04/28/20 - Health Service Fund
6. Tammie Mounce - Administrative Services - Administrative Clerk - 02/05/20 - General Fund
7. Amanda Frost - Public Works - Scalehouse Attendant - 05/11/20 - Recycling and Landfill Management Fund

DEPARTMENTAL TRANSFERS:

8. Griselda Ruiz - Globe Justice Court - From Justice Court Clerk - To Justice Court Clerk Senior - 04/27/20 - General Fund - Replacing Karrie Powers
9. David Kell - Sheriff's Office - From Detention Officer Sgt. - To Detention Officer - 04/17/20 - General Fund - Replacing Marcus Teague Jr.

OTHER ACTIONS:

10. Jeff Baer - Computer Services/School Superintendent's Office - IT and School Systems Administrator - 04/13/20 - General Fund - Salary correction
11. Scott Albretsen - Finance/Computer Services - IT Systems Administrator - 04/13/20 - General Fund - Salary correction
12. Michael Dixon - Public Works - Vehicle and Equipment Mechanic - 04/28/20 - Public Works Fund - Extending probationary period an additional three months
13. Raymond Fulton - Sheriff's Office - Special Investigator(.75) - 04/03/20 - From General Fund - To General(.75)/Drug Gang Violent Crime(.25) Funds - Special assignment
14. Mark Highstreet II - Sheriff's Office - From Deputy Sheriff - To Deputy Sheriff Task Force Detective - 04/03/20 - From General Fund - To Drug Gang Violent Crime Fund - Special assignment

HUMAN RESOURCES ACTION ITEMS
APRIL 28, 2020

DEPARTURES:

1. Ruben Duarte - Sheriff's Office - Detention Officer - 04/27/20 - General Fund - DOH 04/27/20
2. Mark Guarena - Public Works - County Engineer - 05/15/20 - Public Works Fund - DOH 10/15/07
3. Robert Hickman - Facilities and Land Management - Interim Facilities Management Director - 05/22/20
- Facilities Management Fund - DOH 08/11/97

END PROBATIONARY PERIOD:

4. Courtney White - Sheriff's Office - Detention Officer - 04/29/20 - General Fund
5. Isom White - Recorder's Office - Recorder's Clerk - 05/25/20 - General Fund
6. Elizabeth Lopez - Recorder's Office - Recorder's Clerk - 05/25/20 - General Fund
7. Stephanie Johnson - Recorder's Office - Recorder's Clerk - 05/25/20 - General Fund
8. Tiffany Brown-Cocroft - Community Services - Permit Technician - 04/14/20 - General Fund

OTHER ACTIONS:

9. Michael Teitsworth - Sheriff's Office - Detention Officer - 05/20/20 - General Fund - Extending probationary period an additional six months

REQUEST TO POST:

10. Facilities and Land Management - Facilities Management Director - Vacated by Robert Hickman

ARF-6036

Consent Agenda Item 5. D.

Regular BOS Meeting

Meeting Date: 05/19/2020

Reporting Period: April 1, 2020 to April 30, 2020

Submitted For: Amber Warden, Accounting Manager

Submitted By: Amber Warden, Accounting Manager

Information

Subject

Finance reports/demands/transfers for the reporting for the Month of April 2020.

Suggested Motion

Approval of finance reports/demands/transfers for the month of April 2020.

Attachments

Finance Reports 04-01-20 to 04-30-20

Finance Report 04-01-20 to 04-30-20 Voids

Payment Register

From Payment Date: 4/1/2020 - To Payment Date: 4/30/2020

Number	Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable				
<u>Check</u>				
302418	04/03/2020	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$4,874.43
302419	04/03/2020	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST DEF TAX	\$238,871.76
302420	04/03/2020	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$172,989.78
302421	04/03/2020	Accounts Payable	AZCOPS	\$13.50
302422	04/03/2020	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$6,374.52
302423	04/03/2020	Accounts Payable	CORP - AOC	\$16,523.07
302424	04/03/2020	Accounts Payable	CORP - DISPATCHER	\$2,374.51
302425	04/03/2020	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN	\$16,204.42
302426	04/03/2020	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	\$18.72
302427	04/03/2020	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	\$16,673.72
302428	04/03/2020	Accounts Payable	EORP LEGACY	\$9,163.52
302429	04/03/2020	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
302430	04/03/2020	Accounts Payable	GILSBAR FSA	\$1,114.33
302431	04/03/2020	Accounts Payable	GILSBAR HSA	\$2,944.57
302432	04/03/2020	Accounts Payable	GUGLIELMO & ASSOCIATES	\$181.34
302433	04/03/2020	Accounts Payable	IVY FUNDS	\$567.50
302434	04/03/2020	Accounts Payable	JP MORGAN CHASE DOR	\$27,161.52
302435	04/03/2020	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$70,240.20
302436	04/03/2020	Accounts Payable	JP MORGAN CHASE FICA EE	\$59,357.31
302437	04/03/2020	Accounts Payable	JP MORGAN CHASE FICA ER	\$59,357.31
302438	04/03/2020	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$13,957.98
302439	04/03/2020	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$13,957.98
302440	04/03/2020	Accounts Payable	METLIFE	\$340.00
302441	04/03/2020	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
302442	04/03/2020	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$4,996.50
302443	04/03/2020	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$2,621.63
302444	04/03/2020	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$4,303.58
302445	04/03/2020	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$507.50
302446	04/03/2020	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$58,701.70
302447	04/03/2020	Accounts Payable	SECURITY BENEFIT GROUP	\$1,290.00

Payment Register

From Payment Date: 4/1/2020 - To Payment Date: 4/30/2020

302448	04/03/2020	Accounts Payable	Social Security Administration	\$194.89
302449	04/03/2020	Accounts Payable	SUPPORT PAYMENT	\$2,710.16
302450	04/03/2020	Accounts Payable	CLEARINGHOUSE	
302451	04/03/2020	Accounts Payable	THUNDERBIRD COLLECTION SPEC	\$135.92
302452	04/03/2020	Accounts Payable	UNITED STATES TREASURY	\$50.00
302453	04/02/2020	Accounts Payable	A2 Beeline Auto Glass	\$546.44
302454	04/02/2020	Accounts Payable	Alhambra Mobile Home Park & Storage	\$7,368.00
302455	04/02/2020	Accounts Payable	Aqua-Serv Engineers, Inc.	\$125.00
302456	04/02/2020	Accounts Payable	ARIZONA STATE PRISON GLOBE	\$660.00
302457	04/02/2020	Accounts Payable	Arizona Supreme Court	\$43,922.50
302458	04/02/2020	Accounts Payable	ARIZONA WATER COMPANY	\$1,524.24
302459	04/02/2020	Accounts Payable	AXIS FORENSIC TOXICOLOGY INC	\$232.00
302460	04/02/2020	Accounts Payable	JJ JUST JUSTICE, JANNETTE C.	\$402.19
302461	04/02/2020	Accounts Payable	Law Office of John S. Perlman, LLC	\$1,312.50
302462	04/02/2020	Accounts Payable	Law Office of Jonathan L. Warshaw	\$6,979.75
302463	04/02/2020	Accounts Payable	Payson Roundup	\$1,466.00
302464	04/02/2020	Accounts Payable	PERSONNEL SAFETY	\$171.41
302465	04/02/2020	Accounts Payable	Postnet	\$505.26
302466	04/02/2020	Accounts Payable	REDMOND, JEANNETTE	\$165.90
302467	04/02/2020	Accounts Payable	RICOH USA INC	\$50.71
302468	04/02/2020	Accounts Payable	RIM COMMUNICATIONS	\$1,334.32
302469	04/02/2020	Accounts Payable	SCALES, GARY, V	\$288.36
302470	04/02/2020	Accounts Payable	SEXTON, PAUL	\$600.00
302471	04/02/2020	Accounts Payable	SHRED IT USA LLC	\$267.55
302472	04/02/2020	Accounts Payable	SIMPSON, JUSTIN	\$75.00
302473	04/02/2020	Accounts Payable	SOUTHWEST GAS	\$1,816.65
302474	04/02/2020	Accounts Payable	ST. PAUL'S UNITED METHODIST	\$500.00
302475	04/02/2020	Accounts Payable	STANDIFIRD, BARRY	\$9,582.05
302476	04/02/2020	Accounts Payable	THUNDERBIRD CYLINDER INC	\$246.75
302477	04/02/2020	Accounts Payable	THYSSENKRUPP ELEVATOR	\$347.25
302478	04/02/2020	Accounts Payable	UNIFIRST CORPORATION	\$623.27
302479	04/02/2020	Accounts Payable	Universal Police Supply Co.	\$281.58
302480	04/02/2020	Accounts Payable	UPHOLSTERY STATION	\$137.70
302481	04/02/2020	Accounts Payable	US Imaging Inc.	\$247.00

Payment Register

From Payment Date: 4/1/2020 - To Payment Date: 4/30/2020

302481	04/02/2020	Accounts Payable	WASTE MANAGEMENT OF ARIZONA	\$303.37
302482	04/02/2020	Accounts Payable	Waters Sparkletts of Payson	\$113.00
302483	04/02/2020	Accounts Payable	Wilson Investigative Services	\$800.00
302484	04/02/2020	Accounts Payable	WIST OFFICE PRODUCTS COMPANY	\$3,502.31
302485	04/07/2020	Accounts Payable	ARIZONA PLANNING AND	\$1,000.00
302486	04/07/2020	Accounts Payable	PARALEGAL SOLUTIONS BELTRAN, MICHAEL, D	\$120.00
302487	04/07/2020	Accounts Payable	BOB'S AIR-CO REPAIR CO	\$850.00
302488	04/07/2020	Accounts Payable	Bryan, Michael	\$900.00
302489	04/07/2020	Accounts Payable	C&M Communications LLC	\$186.37
302490	04/07/2020	Accounts Payable	Canyon Country Design Inc	\$2,800.00
302491	04/07/2020	Accounts Payable	Center for Disease Detection, LLC	\$124.50
302492	04/07/2020	Accounts Payable	City of Globe	\$885.76
302493	04/07/2020	Accounts Payable	Cobre Valley Regional Medical Center	\$35.49
302494	04/07/2020	Accounts Payable	Community Bridges, Inc.	\$16,124.61
302495	04/07/2020	Accounts Payable	CorEMR L.C.	\$250.00
302496	04/07/2020	Accounts Payable	Crooked Sky Works	\$240.00
302497	04/07/2020	Accounts Payable	DCR SERVICES & CONSTRUCTION	\$2,994.79
302498	04/07/2020	Accounts Payable	Diana G. Montgomery, PLLC	\$5,300.00
302499	04/07/2020	Accounts Payable	Digital Imaging Systems, LLC	\$140.05
302500	04/07/2020	Accounts Payable	DIXON, DAVID	\$100.00
302501	04/07/2020	Accounts Payable	Dollywood Foundation	\$3,508.44
302502	04/07/2020	Accounts Payable	Election Systems & Software	\$2,185.90
302503	04/07/2020	Accounts Payable	ENTRY POINT LLC	\$1,000.00
302504	04/07/2020	Accounts Payable	Fischione, Mark, A	\$35,160.00
302505	04/07/2020	Accounts Payable	FlexibiliT Solutions LLC	\$4,000.00
302506	04/07/2020	Accounts Payable	FLORES, JONICA	\$663.75
302507	04/07/2020	Accounts Payable	Flores & Clark	\$7,425.00
302508	04/07/2020	Accounts Payable	Fuelco Energy LLC	\$19,862.70
302509	04/07/2020	Accounts Payable	Gale	\$206.55
302510	04/07/2020	Accounts Payable	Geiser, Raymond	\$14,905.77
302511	04/07/2020	Accounts Payable	Gila County Government	\$2,833.87
302512	04/07/2020	Accounts Payable	Gila Sweeping LLC	\$475.00
302513	04/07/2020	Accounts Payable	GOODAY, ROSIE, ANNA	\$155.00

Payment Register

From Payment Date: 4/1/2020 - To Payment Date: 4/30/2020

302514	04/07/2020	Accounts Payable	GreatAmerica Leasing Corporation	\$516.91
302515	04/07/2020	Accounts Payable	Griffin's Propane	\$392.49
302516	04/07/2020	Accounts Payable	Heinfeld, Meech & Co., P.C.	\$4,050.00
302517	04/07/2020	Accounts Payable	Hillyard INC	\$2,178.07
302518	04/07/2020	Accounts Payable	Hillyard-Flagstaff	\$476.87
302519	04/07/2020	Accounts Payable	HUEY, JULIE	\$136.17
302520	04/07/2020	Accounts Payable	Iron Mountain	\$610.07
302521	04/07/2020	Accounts Payable	JaLin Enterprises Inc.	\$834.80
302522	04/07/2020	Accounts Payable	Jani-Serv, Inc	\$4,561.34
302523	04/07/2020	Accounts Payable	Kabel, Gabriele	\$55.18
302524	04/07/2020	Accounts Payable	KEITH, KENNETH, LEE	\$197.58
302525	04/07/2020	Accounts Payable	King, Joanie , S	\$81.44
302526	04/07/2020	Accounts Payable	Konica Minolta Business Solutions	\$413.86
302527	04/07/2020	Accounts Payable	Lamplighter RV Resort, LLC	\$640.00
302528	04/07/2020	Accounts Payable	Language Line Services, Inc.	\$20.30
302529	04/07/2020	Accounts Payable	LAP CONTRACTING INC	\$3,904.81
302530	04/07/2020	Accounts Payable	Law Offices of David W. Bell	\$3,122.00
302531	04/07/2020	Accounts Payable	Law Offices of Harriette P. Levitt, PLLC	\$1,000.00
302532	04/07/2020	Accounts Payable	LBISat LLC	\$144.00
302533	04/07/2020	Accounts Payable	LexisNexis Risk Solutions	\$54.45
302534	04/07/2020	Accounts Payable	LIFESIZE INC	\$7,985.37
302535	04/07/2020	Accounts Payable	Maxim Staffing Solutions	\$7,269.50
302536	04/07/2020	Accounts Payable	Messinger Payson Funeral Home, Inc.	\$9,000.00
302537	04/07/2020	Accounts Payable	Miami Rotary Foundation	\$296.00
302538	04/07/2020	Accounts Payable	MORSE, SUZANNE, L	\$150.00
302539	04/07/2020	Accounts Payable	Mountain Retreat Builders, LLC	\$10,000.00
302540	04/07/2020	Accounts Payable	Multitech	\$45.00
302541	04/07/2020	Accounts Payable	OFFENDERWATCH	\$39.60
302542	04/07/2020	Accounts Payable	Office Depot	\$158.72
302543	04/07/2020	Accounts Payable	Ortiz, P.C., Anna , C.	\$8,375.00
302544	04/07/2020	Accounts Payable	Stephen R. Jones Attorney at Law, PLLC	\$4,546.40
302545	04/07/2020	Accounts Payable	WESTERN REPROGRAPHICS LLC	\$162.81
302546	04/08/2020	Accounts Payable	CenturyLink	\$1,182.02

Payment Register

From Payment Date: 4/1/2020 - To Payment Date: 4/30/2020

302547	04/08/2020	Accounts Payable	Chitwood, William, E	\$10,122.00
302548	04/08/2020	Accounts Payable	City of Globe	\$7,130.55
302549	04/08/2020	Accounts Payable	CPI/Guardian	\$1,221.60
302550	04/08/2020	Accounts Payable	DCR SERVICES & CONSTRUCTION	\$990.00
302551	04/08/2020	Accounts Payable	Experian	\$32.00
302552	04/08/2020	Accounts Payable	Konica Minolta Business Solutions	\$2,404.40
302553	04/08/2020	Accounts Payable	Language Line Services, Inc.	\$26.85
302554	04/08/2020	Accounts Payable	Old Main Storage	\$351.50
302555	04/09/2020	Accounts Payable	ARIZONA PLANNING AND	\$1,250.00
302556	04/09/2020	Accounts Payable	C&M Communications LLC	\$544.09
302557	04/09/2020	Accounts Payable	Cardinal Health	\$744.70
302558	04/09/2020	Accounts Payable	CenturyLink	\$219.68
302559	04/09/2020	Accounts Payable	Cline , Woody	\$64.63
302560	04/09/2020	Accounts Payable	DJ's Companies, Inc.	\$70.79
302561	04/09/2020	Accounts Payable	Fabok, Glinda, S	\$277.86
302562	04/09/2020	Accounts Payable	Gila County Government	\$288.29
302563	04/09/2020	Accounts Payable	Gillis, Carolyn, A	\$960.00
302564	04/09/2020	Accounts Payable	GlaxoSmithKline	\$7,569.78
302565	04/09/2020	Accounts Payable	J+L Machine & Welding	\$854.44
302566	04/09/2020	Accounts Payable	Kuntz, Richard , C	\$224.00
302567	04/09/2020	Accounts Payable	McKesson Medical Surgical	\$33.65
302568	04/13/2020	Accounts Payable	GILA COUNTY TREASURER	\$69,444.33
302569	04/13/2020	Accounts Payable	Advanced Controls Corporation	\$976.74
302570	04/13/2020	Accounts Payable	Alhambra Mobile Home Park & Storage	\$433.45
302571	04/13/2020	Accounts Payable	ARCHITEKTON, INC.	\$26,898.00
302572	04/13/2020	Accounts Payable	ARIZONA COMMERCIAL PLUMBING	\$4,900.00
302573	04/13/2020	Accounts Payable	ARIZONA COUNTIES WORKERS	\$117,264.86
302574	04/13/2020	Accounts Payable	ARIZONA LOCAL GOVERNMENT	\$481,511.25
302575	04/13/2020	Accounts Payable	AZTEC ALARMS	\$72.00
302576	04/13/2020	Accounts Payable	Cobre Valley Publishing	\$1,376.91
302577	04/13/2020	Accounts Payable	Cobre Valley Publishing	\$495.00
302578	04/13/2020	Accounts Payable	PAYSON WATER DEPT	\$943.26
302579	04/13/2020	Accounts Payable	PFIZER INC	\$12,120.18

Payment Register

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302580	04/13/2020	Accounts Payable	PHOENIX INTERNET & WYDEBEAM	\$49.99
302581	04/13/2020	Accounts Payable	Pima County Government	\$20.00
302582	04/13/2020	Accounts Payable	PINNACLE PREVENTION	\$13,500.00
302583	04/13/2020	Accounts Payable	RIPPLE, DENICE	\$861.80
302584	04/13/2020	Accounts Payable	SALT RIVER PROJECT	\$321.72
302585	04/13/2020	Accounts Payable	San Carlos Apache Tribe	\$482.70
302586	04/13/2020	Accounts Payable	SCALES, RAMONA	\$133.50
302587	04/13/2020	Accounts Payable	Schell , Steven, W	\$225.00
302588	04/13/2020	Accounts Payable	SPARKLETTTS	\$1,312.00
302589	04/13/2020	Accounts Payable	SPURGEON, YOLANDA	\$72.10
302590	04/13/2020	Accounts Payable	Stanley Convergent Security Solutions,	\$42,032.00
302591	04/13/2020	Accounts Payable	State of Arizona	\$117,767.00
302592	04/13/2020	Accounts Payable	SUDDENLINK	\$11.00
302593	04/13/2020	Accounts Payable	Suddenlink	\$2,468.81
302594	04/13/2020	Accounts Payable	TIOGA SOLAR GILA LLC	\$4,395.04
302595	04/13/2020	Accounts Payable	TOWN OF PAYSON	\$250.00
302596	04/13/2020	Accounts Payable	Tri-City Fire District	\$70.00
302597	04/13/2020	Accounts Payable	Triplet Mountain Communications, Inc.	\$8,410.53
302598	04/13/2020	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$4,268.00
302599	04/13/2020	Accounts Payable	VOAKES, DONALD, R	\$291.67
302600	04/13/2020	Accounts Payable	Waters Sparkletts of Payson	\$100.70
302601	04/13/2020	Accounts Payable	Waugh PSY.D PLLC , Gregory	\$1,385.00
302602	04/13/2020	Accounts Payable	WRIGHT, TIMOTHY	\$360.45
302604	04/17/2020	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$4,874.43
302605	04/17/2020	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$239,041.69
302606	04/17/2020	Accounts Payable	ARIZONA STATE RETIREMENT	\$171,644.77
302607	04/17/2020	Accounts Payable	AZCOPS	\$13.50
302608	04/17/2020	Accounts Payable	COLONIAL SUPPLEMENTAL	\$6,444.00
302609	04/17/2020	Accounts Payable	CORP - AOC	\$16,523.08
302610	04/17/2020	Accounts Payable	CORP - DISPATCHER	\$2,374.50
302611	04/17/2020	Accounts Payable	CORRECTIONS OFFICER	\$16,615.79
302612	04/17/2020	Accounts Payable	ELECTED OFFICIALS DEFINED	\$18.72
302613	04/17/2020	Accounts Payable	ELECTED OFFICIALS RETIREMENT	\$16,673.72

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302614	04/17/2020	Accounts Payable	EORP LEGACY	\$9,017.82
302615	04/17/2020	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
302616	04/17/2020	Accounts Payable	GILSBAR FSA	\$1,114.33
302617	04/17/2020	Accounts Payable	GILSBAR HSA	\$2,944.57
302618	04/17/2020	Accounts Payable	GUGLIELMO & ASSOCIATES	\$181.34
302619	04/17/2020	Accounts Payable	IVY FUNDS	\$567.50
302620	04/17/2020	Accounts Payable	JP MORGAN CHASE DOR	\$26,730.43
302621	04/17/2020	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$68,805.34
302622	04/17/2020	Accounts Payable	JP MORGAN CHASE FICA EE	\$58,454.03
302623	04/17/2020	Accounts Payable	JP MORGAN CHASE FICA ER	\$58,454.03
302624	04/17/2020	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$13,746.53
302625	04/17/2020	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$13,746.53
302626	04/17/2020	Accounts Payable	METLIFE	\$340.00
302627	04/17/2020	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
302628	04/17/2020	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$4,801.50
302629	04/17/2020	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$2,671.63
302630	04/17/2020	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$4,639.51
302631	04/17/2020	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$507.50
302632	04/17/2020	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$59,793.50
302633	04/17/2020	Accounts Payable	SECURITY BENEFIT GROUP	\$1,290.00
302634	04/17/2020	Accounts Payable	Social Security Administration	\$194.89
302635	04/17/2020	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,731.16
302636	04/17/2020	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	\$135.92
302637	04/17/2020	Accounts Payable	UNITED STATES TREASURY	\$50.00
302638	04/16/2020	Accounts Payable	A2 Beeline Auto Glass	\$451.85
302639	04/16/2020	Accounts Payable	ARCHAEOLOGICAL CONSULTING SERVICES LTD	\$1,387.08
302640	04/16/2020	Accounts Payable	ARIZONA COUNTIES INSURANCE CO	\$17,639.03
302641	04/16/2020	Accounts Payable	ARIZONA PUBLIC SERVICE	\$1,229.15
302642	04/16/2020	Accounts Payable	ARIZONA STATE PRISON GLOBE	\$705.00
302643	04/16/2020	Accounts Payable	Avante Print Center	\$337.40
302644	04/16/2020	Accounts Payable	AXIS FORENSIC TOXICOLOGY INC	\$623.00
302645	04/16/2020	Accounts Payable	Cobre Valley Publishing	\$230.08
302646	04/16/2020	Accounts Payable	JC WORDSMITH TRANSLATION & INTERPRETATION INC	\$180.00

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302647	04/16/2020	Accounts Payable	Ortiz, P.C., Anna , C.	\$8,375.00
302648	04/16/2020	Accounts Payable	Payson Roundup	\$583.33
302649	04/16/2020	Accounts Payable	PFEIFFER, PATRICIA, R	\$142.40
302650	04/16/2020	Accounts Payable	PINAL COUNTY	\$17,325.00
302651	04/16/2020	Accounts Payable	PIONEER TITLE AGENCY INC	\$450.00
302652	04/16/2020	Accounts Payable	Quality Pumping	\$180.61
302653	04/16/2020	Accounts Payable	R&M Repeater	\$1,255.85
302654	04/16/2020	Accounts Payable	Samaritan Veterinary Center	\$931.00
302655	04/16/2020	Accounts Payable	SANOPI PASTEUR INC	\$2,128.62
302656	04/16/2020	Accounts Payable	Schell , Steven, W	\$800.00
302657	04/16/2020	Accounts Payable	SCHUETTENHELM, DENNIS, E	\$750.00
302658	04/16/2020	Accounts Payable	SERVICE PLUS INC	\$478.00
302659	04/16/2020	Accounts Payable	SIB SCIENTIFIC INC	\$28,200.00
302660	04/16/2020	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS	\$23.96
302661	04/16/2020	Accounts Payable	State of Arizona	\$1,885.00
302662	04/16/2020	Accounts Payable	STERICYCLE,INC.	\$110.26
302663	04/16/2020	Accounts Payable	TASC INC	\$683.20
302664	04/16/2020	Accounts Payable	TDS Telecom Service Corporation	\$312.87
302665	04/16/2020	Accounts Payable	TDS Telecom Service Corporation	\$424.62
302666	04/16/2020	Accounts Payable	TELECHECK INTERNATIONAL, INC	\$90.00
302667	04/16/2020	Accounts Payable	THYSSENKRUPP ELEVATOR	\$737.66
302668	04/16/2020	Accounts Payable	Town of Star Valley	\$1,500.00
302669	04/16/2020	Accounts Payable	Trinity Services Group, Inc.	\$30,120.07
302670	04/16/2020	Accounts Payable	Tyler Technologies, Inc.	\$5,355.50
302671	04/16/2020	Accounts Payable	UNIFIRST CORPORATION	\$417.37
302672	04/16/2020	Accounts Payable	UNITED STATES POSTAL SERVICE	\$10,000.00
302673	04/16/2020	Accounts Payable	Universal Police Supply Co.	\$44.22
302674	04/16/2020	Accounts Payable	US Imaging Inc.	\$396.15
302675	04/16/2020	Accounts Payable	Waters Sparkletts of Payson	\$111.70
302676	04/16/2020	Accounts Payable	WEST PUBLISHING CORPORATION	\$4,072.00
302677	04/16/2020	Accounts Payable	Westwood Pharmacy	\$6,340.92
302678	04/16/2020	Accounts Payable	WISDOM, EDWARD, E	\$75.00
302679	04/16/2020	Accounts Payable	WIST OFFICE PRODUCTS COMPANY	\$2,424.44

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302680	04/16/2020	Accounts Payable	WOWZA LLC	\$11,250.00
302681	04/16/2020	Accounts Payable	Yavapai County Government	\$3,850.00
302682	04/20/2020	Accounts Payable	ARIZONA PLANNING AND	\$1,075.00
302683	04/20/2020	Accounts Payable	BELTRAN, MICHAEL, D	\$217.50
302684	04/20/2020	Accounts Payable	Bose Public Affairs Group	\$7,000.00
302685	04/20/2020	Accounts Payable	Bulman Family Funeral Services	\$550.00
302686	04/20/2020	Accounts Payable	Burk, Steven, E	\$5,749.75
302687	04/20/2020	Accounts Payable	CARAHSOFT TECHNOLOGY	\$568.18
302688	04/20/2020	Accounts Payable	Carolina Software Inc.	\$1,525.60
302689	04/20/2020	Accounts Payable	CBI Security Service	\$15,912.30
302690	04/20/2020	Accounts Payable	CDW Government	\$3,227.05
302691	04/20/2020	Accounts Payable	CenturyLink	\$325.58
302692	04/20/2020	Accounts Payable	CenturyLink Business Services	\$164.22
302693	04/20/2020	Accounts Payable	CenturyLink Business Services	\$15,544.12
302694	04/20/2020	Accounts Payable	Chambers, Bryan, B	\$144.19
302695	04/20/2020	Accounts Payable	CROWN CASTLE	\$528.49
302696	04/20/2020	Accounts Payable	Data Storage Centers, Inc.	\$391.75
302697	04/20/2020	Accounts Payable	Dell Marketing LP	\$38,465.66
302698	04/20/2020	Accounts Payable	ELHAM MEDICAL INTERNATIONAL	\$153.32
302699	04/20/2020	Accounts Payable	Emily Danies Attorney at Law, LLC	\$6,576.41
302700	04/20/2020	Accounts Payable	Fuelco Energy LLC	\$5,784.73
302701	04/20/2020	Accounts Payable	Gale	\$141.26
302702	04/20/2020	Accounts Payable	Gila County Government	\$15.00
302703	04/20/2020	Accounts Payable	Hayes Enterprises	\$10,000.00
302704	04/20/2020	Accounts Payable	Hillyard-Flagstaff	\$372.67
302705	04/20/2020	Accounts Payable	HLP, Inc.	\$21.00
302706	04/20/2020	Accounts Payable	Huddleston, James, E	\$280.00
302707	04/20/2020	Accounts Payable	JaLin Enterprises Inc.	\$834.80
302708	04/20/2020	Accounts Payable	Jani-Serv, Inc	\$4,561.34
302709	04/20/2020	Accounts Payable	JCG Technologies, Inc	\$1,053.49
302710	04/20/2020	Accounts Payable	JOHNSON, CONSTANCE, S	\$1,400.00
302711	04/20/2020	Accounts Payable	Kimley-Horn & Associates, Inc.	\$11,925.87
302712	04/20/2020	Accounts Payable	Konica Minolta Business Solutions	\$746.77

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302713	04/20/2020	Accounts Payable	LaForge Towing	\$171.00
302714	04/20/2020	Accounts Payable	Law Office of Samantha Sue Elledge, P.L.L.C.	\$14,216.58
302715	04/20/2020	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$604.31
302716	04/20/2020	Accounts Payable	Maxim Staffing Solutions	\$13,668.00
302717	04/20/2020	Accounts Payable	McCreary Group	\$443.60
302718	04/20/2020	Accounts Payable	MCI Communication Services, Inc.	\$67.07
302719	04/20/2020	Accounts Payable	McKesson Medical Surgical	\$225.82
302720	04/20/2020	Accounts Payable	Mile High Construction	\$1,300.00
302721	04/20/2020	Accounts Payable	Multitech	\$90.00
302722	04/20/2020	Accounts Payable	Nelson, Timothy	\$6,979.00
302723	04/20/2020	Accounts Payable	OFFENDERWATCH	\$326.85
302724	04/21/2020	Accounts Payable	Bernays, Michael, B	\$7,673.00
302725	04/21/2020	Accounts Payable	Cable One	\$518.78
302726	04/21/2020	Accounts Payable	CenturyLink	\$606.93
302727	04/21/2020	Accounts Payable	Dease, Iona	\$3,060.00
302728	04/21/2020	Accounts Payable	FedEx	\$7.02
302729	04/21/2020	Accounts Payable	Fuelco Energy LLC	\$5,012.74
302730	04/21/2020	Accounts Payable	Heinfeld, Meech & Co., P.C.	\$4,050.00
302731	04/21/2020	Accounts Payable	Interstate Copy Shop	\$4,742.16
302732	04/21/2020	Accounts Payable	JaLin Enterprises Inc.	\$834.80
302733	04/21/2020	Accounts Payable	JONES SKELTON & HOCHULI PLC	\$9,820.50
302734	04/21/2020	Accounts Payable	Konica Minolta Business Solutions USA, Inc.	\$68.86
302735	04/21/2020	Accounts Payable	KS StateBank	\$262.39
302736	04/21/2020	Accounts Payable	Messinger Payson Funeral Home, Inc.	\$410.00
302737	04/21/2020	Accounts Payable	Gila County Historical Society, Inc	\$5,000.00
302738	04/27/2020	Accounts Payable	Advanced Controls Corporation	\$420.00
302739	04/27/2020	Accounts Payable	ALLIANT GAS LLC	\$1,624.45
302740	04/27/2020	Accounts Payable	ARIZONA PLANNING AND PARALEGAL SOLUTIONS	\$1,000.00
302741	04/27/2020	Accounts Payable	ARIZONA PUBLIC SERVICE	\$4,395.52
302742	04/27/2020	Accounts Payable	ARIZONA STATE PRISON GLOBE	\$537.50
302743	04/27/2020	Accounts Payable	ARIZONA WATER COMPANY	\$1,943.07
302744	04/27/2020	Accounts Payable	AT&T	\$10.31
302745	04/27/2020	Accounts Payable	Atomic Pest Control LLC	\$70.50

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302746	04/27/2020	Accounts Payable	AXIS FORENSIC TOXICOLOGY INC	\$232.00
302747	04/27/2020	Accounts Payable	HIDDEN PINES APARTMENTS	\$761.50
302748	04/27/2020	Accounts Payable	Menlove , James	\$320.40
302749	04/27/2020	Accounts Payable	Mountain Retreat Builders, LLC	\$19,425.00
302750	04/27/2020	Accounts Payable	National Online Training	\$1,750.00
302751	04/27/2020	Accounts Payable	Pine-Strawberry Water Improvement	\$70.51
302752	04/27/2020	Accounts Payable	Queen Creek Law Firm	\$2,154.00
302753	04/27/2020	Accounts Payable	RENEE KUHN MITIGATION LLC	\$4,392.00
302754	04/27/2020	Accounts Payable	Right Away Disposal	\$284.00
302755	04/27/2020	Accounts Payable	RIPPLE, DENICE	\$1,221.20
302756	04/27/2020	Accounts Payable	SEQUEL POLYGRAPH	\$750.00
302757	04/27/2020	Accounts Payable	SOUTHWEST GAS	\$2,342.03
302758	04/27/2020	Accounts Payable	SPOK INC	\$15.42
302759	04/27/2020	Accounts Payable	STANDIFIRD, BARRY	\$9,582.05
302760	04/27/2020	Accounts Payable	State of Arizona	\$3,117.79
302761	04/27/2020	Accounts Payable	STOP STICK LTD	\$2,389.00
302762	04/27/2020	Accounts Payable	Swiss Village Self Storage	\$144.00
302763	04/27/2020	Accounts Payable	THE ARCHITECTURE COMPANY	\$15,782.34
302764	04/27/2020	Accounts Payable	THE LAW OFFICES OF MICHAEL	\$9,439.50
302765	04/27/2020	Accounts Payable	THERMO FLUIDS INC	\$590.00
302766	04/27/2020	Accounts Payable	TONTO BASIN SANITATION WASTE	\$110.00
302767	04/27/2020	Accounts Payable	Tri-City Fire District	\$1,318.07
302768	04/27/2020	Accounts Payable	UNIFIRST CORPORATION	\$312.65
302769	04/27/2020	Accounts Payable	UNITED STATES POSTAL SERVICE	\$10,000.00
302770	04/27/2020	Accounts Payable	US Imaging Inc.	\$261.12
302771	04/27/2020	Accounts Payable	Waters Sparkletts of Payson	\$90.00
302772	04/28/2020	Accounts Payable	ARIZONA PUBLIC SERVICE	\$26,572.68
302773	04/28/2020	Accounts Payable	Crooked Sky Works	\$240.00
302774	04/28/2020	Accounts Payable	Debrigida Law Offices PLLC	\$6,880.00
302775	04/28/2020	Accounts Payable	Gila County Government	\$15.00
302776	04/28/2020	Accounts Payable	Nalwoodi Denzhone Strength & Beauty	\$5,000.00
302777	04/28/2020	Accounts Payable	SERVICE PLUS INC	\$1,101.64
302778	04/28/2020	Accounts Payable	Tyler Technologies, Inc.	\$636.23

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302779	04/29/2020	Accounts Payable	GLISSENDORF, STEPHEN, E	\$300.00
302780	04/29/2020	Accounts Payable	TRADELANDS LLC	\$570.48
302781	04/29/2020	Accounts Payable	TRADELANDS LLC	\$875.00
Type Check Totals: 363 Transactions				<hr/> \$3,367,374.56
JP Morgan AP - JP Morgan Accounts Payable Totals				

Payment Register

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
302417	04/01/2020	Voided	Ach Direct Deposit	04/01/2020	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$640,982.31
302603	04/15/2020	Voided	Ach Direct Deposit	04/15/2020	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$632,648.03
302782	04/30/2020	Voided	Ach Direct Deposit	04/30/2020	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$627,448.69
Type Check Totals:					3 Transactions		\$1,901,079.03
JP Morgan AP - JP Morgan Accounts Payable Totals							

ARF-6047

Consent Agenda Item 5. E.

Regular BOS Meeting

Meeting Date: 05/19/2020

Reporting Period: Report for County Manager Approved Contracts Under \$50,000 for month of April 2020

Submitted For: Mary Springer, Finance Director

Submitted By: Stacey Espinoza, Administrative Assistant

Information

Subject

Report for County Manager Approved contracts Under \$50,000 for the Month of April 2020

Suggested Motion

Acknowledgement of contracts under \$50,000 which have been approved by the County Manager for the month of April 2020.

Attachments

Under \$50K Report

Professional Services Contract 040919-1 HIV Care and Services with Barbara Stone NPC

Professional Services Contract No. 031620 Continuity of Operations Plan with Wowza, LLC

Service Agreement No. 041220 with Mountain Retreat Builders, LLC

Service Agreement No. 030520-1 with Elk Drywall LLC

Service Agreement No. 041620 with Mountain Retreat Builders, LLC

Contract Agreement with Western Technologies ADEQ 18-186330 State of Arizona Procurement Office

Contract Agreement with Stanley Security Solutions ASU Save Contract 161501

Professional Services Contract No. 040820 with Greenlight Traffic Engineering

Contract Agreement with Corporate Technology Solutions SAVE Contract ADSP017-169123

Contract Agreement With Kimley Horn Mohave Contract No.
17T-KIMLEY-0510

Amendment No. 2 to Service Agreement No. 030718-1

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000*April 01, 2020 to April 30, 2020*

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2	Barbara Stone, NPC	Amendment No. 1 to Professional Services Contract No. 040919-1 Health & Emergency Management	\$11,000.00	04-01-20 to 03-31-21	04-07-20	Option to Renew	Amendment No. 1 will serve to extend the term of the contract from April 1, 2020 to March 31, 2021. Contractor will provide group and individual counseling services for Navajo and Apache county. All other terms and conditions of the original contract shall remain the same.
3	Wowza LLC	Professional Services Contract No. 031620 Continuity of Operations Plan Health & Emergency Management	\$22,700.00	03-16-20 to 06-30-20	04-07-20	Expires	Gila County Department of Health and Emergency is seeking proposals from qualified consulting firms to provide professional services toward the development of a Continuity of Operations Plan (COOP) for the department to satisfy FEMA's Emergency Management and CDC's Public Health Emergency Preparedness requirements for subgrantees. Continuity of Operations Planning (COOP) is an effort within individual departments and agencies to ensure the continued performance of minimum essential functions during a wide range of potential emergencies. Essentially, it is the capability of maintain the business of government under all eventualities. This is accomplished through the development of plans, comprehensive procedures, and provisions for alternative facilities, personnel, resources, interoperable communications, and vital records/databases

4	Mountain Retreat Builders	Service Agreement No. 041220 CDBG #11403 Community Services - Housing	\$9,500.00	04-15-20 to 06-06-20	4-15-20	Expires	The purpose of this CDGB project is, but not limited to, new metal roof over new OSB over existing roof. Existing shingled walls stay the same as is.
5	Elk Drywall, LLC	Service Agreement No. 030520-1 Facilities Management	\$12,988.00	04-20-20 to 09-30-20	04-20-20	Expires	Hang drywall for Payson Health Renovation.
6	Mountain Retreat Builders	Service Agreement No. 041620 CDBG #11571 Community Services - Housing	\$9,925.00	04-20-20 to 05-31-20	04-20-20	Expires	The purpose of this CDGB project is, but not limited to add white metal roof over existing shingles.
7	Western Technologies, Inc.	Contract Agreement ADEQ18-186330 State of Arizona Procurement Office Facilities Management	\$6,273.03	04-27-20 to 06-30-20	04-27-20	Expires	Oversee asbestos abatement at the Michaelson Building.

8	Stanley Security Solutions	Contract Agreement ASU SAVE Contract No. 165101	\$32,286.09	04-27-20 to 09-30-20	04-27-20	Expires	Upgrade security at Payson Administration. Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the Arizona State Contract, for cooperative purchasing. By using the ASU contract with Stanley Security Solutions, it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.
9	Greenlight Traffic Engineering	Professional Services Contract No. 040820 Public Works	\$16,950.00	04-15-20 to 09-30-20	04-24-20	Expires	Gila County is planning serval site improvements to the existing County Completed in Payson. One improvement is changing Frontier St. from the existing one way street into a two way street. To accomplish that ADOT is requiring a traffic analysis of the SR 87 Frontier St. intersection to determine the traffic impact to SR 87.
10	Corporate Technology Solutions	Contract Agreement ADSP017-169123 IT Department	\$10,602.19	04-27-20 to 06-30-20	04-29-20	Expires	Gila County wishes to utilize Corporate Technology Solutions to provide the Sheriff's Office Fiber Upgrade. All documents executed by the SAVE Contract No. ADDSP017-169123, apply to this procurement between Gila County and Corporate Technology Solutions.
11	Kimley-Horn	Contract Agreement Mohave Contract No. 17T KIMLEY-0510 Facilities Management	\$6,500.00	04-29-20 to 09-30-20	04-29-20	Expires	Gila County wishes to utilize Kimley-Horn to provide Site Evaluation on the Michaelson Building. All documents executed by the Mohave Contract No. 17T-KIMLEY-0510, apply to this procurement between Gila County and Stanley Security Solutions.

12	Earthquest Plumbing	Amendment No. 2 to Service Agreement No. 030718-1 Facilities Management	\$5,000.00	04-20-20 to 04-19-21	04-29-20	Option to Renew	Amendment No. 2 will serve to extend the term of the contract from 04-20-20 to 04-19-21. Contractor will provide annual backflow inspections, testing and repairs as needed at various facilities in Globe, AZ and repair/replace material as needed per approval.
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AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 040919-1

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

**PROFESSIONAL SERVICES CONTRACT 040919-1
HIV CARE AND SERVICES**

HEALTH & EMERGENCY MANAGEMENT

Effective April 01, 2019, Gila County and Barbara Stone MSW, BSN, RN, FNP-C, PMHNP-C entered into a contract whereby Barbara Stone MSW, BSN, RN, FNP-C, PMHNP-C agreed to provide HIV Care and Services.

Professional Services Contract No. 040919-1 expires on March 31, 2020. Per Article X-Term, Gila County shall have the right, at its sole option, to renew the contract for five (5) additional (1) year periods.

Amendment No. 1 to Professional Services Contract No. 040919-1, will allow for Gila County to exercise the option to renew the term of the Contract for one (1) one (1) year term, from April 01, 2020 to March 31, 2021.

The Consultant will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the April 01, 2020 to March 31, exceed \$11,000.00 without prior written agreement of the County.

All other terms and conditions of the original contract shall remain in full force and affect during the April 01, 2020 to March 31, 2021 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 7th day of April, 2020.

GILA COUNTY:

James Menlove
FOR: James Menlove, County Manager

Date: 4-7-2020

BARBARA STONE MSW, BSN, RN, FNP-C, PMHNP-C

Barbara Stone, NP-C
Signature

Barbara Stone, NP-C
Print Name



AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 040919-1

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

PROFESSIONAL SERVICES CONTRACT 040919-1 HIV CARE AND SERVICES

HEALTH & EMERGENCY MANAGEMENT

Effective April 01, 2019, Gila County and Barbara Stone MSW, BSN, RN, FNP-C, PMHNP-C entered into a contract whereby Barbara Stone MSW, BSN, RN, FNP-C, PMHNP-C agreed to provide HIV Care and Services.

Professional Services Contract No. 040919-1 expires on March 31, 2020. Per Article X-Term, Gila County shall have the right, at its sole option, to renew the contract for five (5) additional (1) year periods.

Amendment No. 1 to Professional Services Contract No. 040919-1, will allow for Gila County to exercise the option to renew the term of the Contract for one (1) one (1) year term, from April 01, 2020 to March 31, 2021.

The Consultant will continue to bill for services pursuant to Article XI – Payment, of the original contract, but in no event shall charges for the April 01, 2020 to March 31, exceed \$11,000.00 without prior written agreement of the County.

All other terms and conditions of the original contract shall remain in full force and affect during the April 01, 2020 to March 31, 2021 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 7th day of April, 2020.

GILA COUNTY:

FOR James Menlove
James Menlove, County Manager

Date: 4-7-2020

BARBARA STONE MSW, BSN, RN, FNP-C, PMHNP-C

Barbara Stone, R.N.C.
Signature

Barbara Stone, R.N.C.
Print Name

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES CONTRACT NO. 040919-1

The following amendments are hereby incorporated into the contract documents for the job as stated herein.



PROFESSIONAL SERVICES CONTRACT 040919-1
HIV CARE AND SERVICES

HEALTH CARE EMERGENCY MANAGEMENT

Effective April 01, 2020, the County and the County Health Officer, Dr. Robert H. Smith, have agreed to provide the following amendments to the contract between the County and the County Health Officer, Dr. Robert H. Smith, dated March 31, 2020.

Amendment No. 1 to Professional Services Contract No. 040919-1 expires on March 31, 2020. The County shall have the right to extend the contract for one (1) year.

Amendment No. 1 to Professional Services Contract No. 040919-1 will allow for the County to extend the option to renew the term of the contract for one (1) year from April 01, 2020 to March 31, 2021.

The Government will continue to bill for services pursuant to Article XI - Payment of the original contract. In no event shall charges for the April 01, 2020 - March 31, 2020 period exceed \$1,000.00 without prior written agreement of the County.

All other terms and conditions of the original contract shall remain in full force and effect during the April 01, 2020 to March 31, 2021 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each of which shall constitute a part of the original contract, have been signed and the full name of the County Health Officer, Dr. Robert H. Smith, has been printed on the day of _____, 2020.

LARRY R. STONE, Mayor, Santa Clara County

Santa Clara County

Signature

Signature of County Health Officer

Print Name

Date

PROFESSIONAL SERVICES CONTRACT NO. 031620

CONTINUITY OF OPERATIONS PLAN

HEALTH AND EMERGENCY SERVICES

THIS AGREEMENT, made and entered into this 7 day of April, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Wowza, LLC, of the City of Warner Robbins, State of Georgia, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the Services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Health and Emergency Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract 031620** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Professional Services Contract 031620** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Professional Services Contract 031620**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the Services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: To the extent permitted by law and subject to the limitations in Arizona Revised Statutes Section 34-226, Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

- a. Policy shall contain a waiver of subrogation against the County of Gila.

3. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501 or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program.

A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its SubContractors engaged in performance of this Agreement to ensure that the other party and its SubContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 – WARRANTY: Contractor warrants that services will be provided in a manner consistent with the Professional Standard of Care

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for Services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the Services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the Services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or Services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The Contract commences on March 16, 2020 and remains in effect through June 30, 2020.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$22,700.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for Services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Professional Services Contract No. 031620 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

WOWZA, LLC

Jacque Sandus
For James Menlove, County Manager

Craig Rice
Signature

Date: 4-7-2020

Craig Rice
Print Name



WOWZA LLC. RATE AGREEMENT

This rate agreement is effective as of March 15th 2020 through June 30th 2020, by and between Wowza LLC. and Gila County Division of Health and Emergency Management (GCDHEM).

PURPOSE

The Gila County Department of Health and Emergency Management is seeking proposals from qualified consulting firms to provide professional services toward the development of a Continuity of Operations Plan (COOP) for the department to satisfy FEMA's Emergency Management and CDC's Public Health Emergency Preparedness requirements for subgrantees. WOWZA recognizes the importance of COOP planning as a "good business practice" and encourages COOP planning as a part of the fundamental mission of all levels of government as responsible and reliable public institutions. Each county department and municipal agency in Gila County should have in place a comprehensive and effective program to ensure the continuity of essential functions under all circumstances.

WOWZA staff consists of individuals that have extensive experience in the public safety field and a vast knowledge in emergency preparedness planning that includes developing numerous emergency plans and developing, conducting, and evaluating discussion/operations-based Homeland Security Exercise Evaluation Program (HSEEP) compliant exercises. WOWZA takes pride in providing clients with outstanding services and exceeding expectations.

WOWZA will work in conjunction with Gila County and the designated Planning Team to establish the goals and objectives of the COOP. WOWZA will furnish the necessary personnel, materials, and services to provide assistance to Gila County for the development and execution of the COOP. Our Staff will facilitate all necessary planning meetings, and develop/distribute meeting notices, sign-in rosters, meeting agendas, and meeting minutes. Staff will also provide all of the appropriate documentation. Where deficiencies are noted, plans for improving the clients processes and response procedures are developed, ensuring that the community is prepared to sustain operations and the client can protect the community it serves when faced with an unanticipated event. Our discussion and operations-based knowledge level are structured to test the clients plans, readiness, and recovery capabilities and is consistent with the best practices of incident management. We develop a partnership with our customers to help ensure that they are prepared to respond to and recover from any type of community incident/event.

SCOPE OF WORK AND DELIVERABLES

An effective Continuity of Operations planning process has the potential to strengthen the shared understanding and commitment of any sized government, elected officials, and employees, and the community at large to the vision and goals for the community. The Federal Emergency Management Agency (FEMA) has provided a template and process for preparing Continuity of Operations; however, there is no clear guidance and direction to implement these plans. Modern COOP legislation is rooted in



WOWZA LLC. RATE AGREEMENT

the November 1988, Executive Order 12656, Nov 88: Our national security is dependent upon our ability to assure continuity of government at every level, in any national security emergency situation that might confront the Nation to include the survival of key leaders and order of succession; Continuity of Operations and of Mission Essential Functions; Relocation site(s); Protection of vital records/operating files; and the Ability to recover & reconstitute (executive Order). In addition, Presidential Decision Directive (PDD) 67, Oct. 98, further delineates COOP: the policy of the United States to have in place a comprehensive and effective program to ensure continuity of essential functions under all circumstances. (PDD-NSC-67).

Although Continuity of Operations plans will vary in size and scope, they commonly include: a vision statement for the department and a corresponding set of goals and strategies for achieving that vision. The primary assumptions, based upon observed trends and conditions, may be highlighted to help explain and support the selected goals, and measurable indicators are central to determining if the desired vision is achieved. The ability of local governments to continue their mission essential functions with minimum operational interruption include: planning, preparatory measures, responsive actions, and restoration to ensure the continuity of functions.

With the enhanced level of understanding provided by a Continuity of Operations plan, staff from all departments can be better equipped to achieve the governments prioritized near term and longer-term goals. Because planning tends to relate work output to broader goals, employees have an opportunity to understand how their specific roles and levels of responsibility contribute to fulfilling the organizations vision. The plan can also become the basis for a performance management system throughout government organizations to strengthen responsibility.

OBJECTIVE

It is impossible to properly plan for a disaster if the possibility impacts of various disruptions on an organization or agency are unknown. Assessing the impact of an event not only includes estimating the quantitative or economic losses but also the collective impact on the organizations ability to operate, i.e. effects on personnel and the effect on the reputation of the organization.

Identify all functions: to begin the process of identifying functions within an organization, first identify the areas of responsibility: the mission statement, values, goals and objectives, the organization chart, and a brief review of operating procedures, rulebooks and legal authorities.

Establish the Baseline

COOP plans can be activated in part or whole depending upon the disruption or threat. An event may demand that employees evacuate a single facility for a day or two, in which case execution of the communications component of the COOP plan and IT recovery of data and systems only may be necessary. On the other hand, an organization's headquarters could be destroyed at the height of the business day, which will necessitate full execution of a COOP plan, including the deliberate and pre-



WOWZA LLC. RATE AGREEMENT

planned movement of key personnel to an alternate work site that is capable of sustaining MEFs for a minimum of 30 days.

COOP plans outline an executive decision process for the quick and accurate assessment of the situation and determination of the best course of action for response and recovery in that case. Below is a sample of a decision matrix organizations can use in their COOP plan. For each area of responsibility identified, list the functions performed and provide a brief description of the activities typically completed in the identified function. COOP planners should collaborate with individuals from each division or branch of the organization and ask about the functions they and their coworkers perform on a daily basis.

Near Term Activity

Review the planning to establish the foundation for a Continuity of Operations Mission Essential Functions (MEFs). Senior management and the organizations COOP planner should determine the criteria for selecting MEFs. For example, if other organizations are dependent on a particular function to continue their operations, then the function is probably an essential function. Based on the pre-determined criteria, the COOP planner should go back to the previous list and for each of the functions listed under the various areas of responsibility indicate which ones are considered essential (MEF).

To determine Mission Essential Function Resource Requirements, examine the processes and services that support them. Each MEF has unique characteristics and resource requirements without which the function could not be sustained. Those processes and services described for each function that are necessary to assure continuance of an essential function are considered critical. Often critical processes and services vary depending upon the emergency or if they have a time or calendar component.

Prioritize Essential Functions. Once all MEFs and their supporting critical processes and services have been identified, prioritize the functions according to those activities that are critical to resuming operations when a catastrophic event occurs. A MEF's time criticality is related to the amount of time that function can be suspended before it adversely affects the organizations core mission (MEF). Deciding which MEF should be restored first in a crisis would be impossible without also considering related critical processes and services, primarily those that must be resumed soon after a disruption, generally within 24 hours. In addition, those functions upon which others depend should also receive a high priority in the sequence of recovery.

For each hazard, emergency managers should have a pre-established checklist that provides answers to the following questions, including such things as: vendor and partner agency agreements or relationships; software and supplies/equipment issues; workstation needs; vital records and documents required; and communications with organizations and critical customers.

Long Term Activity



WOWZA LLC. RATE AGREEMENT

Long term plan maintenance should be undertaken carefully, planned for in advance and completed according to an established schedule. Changes to organization structure, mission or essential functions should be made to the plan as they occur. Don't wait until you have an incident. Organizations should establish a review team designated to oversee plan review and revision. Personnel selected for the review team need to have knowledge of overall organization operations; expertise in specific essential functions; expertise in specific advisory areas. The review team should meet on a regular basis throughout the year and after each exercise with each meeting structured to review all aspects of the COOP plan and should include action items for review and revision as necessary.

Most major issues affecting COOP plans will result from lessons learned from exercises. Other sources of information may come from, depending on the level of government, Presidential Directives and/or state Emergency Management Offices or even corporate headquarters in the private sector, as appropriate, such as direction from organization leadership; policy or mission changes; changes in technology or office systems.



WOWZA LLC. RATE AGREEMENT

COMPENSATION AND PAYMENT SCHEDULE

Wowza LLC. will invoice the sum of \$22,500 to Gila County divided into two equal payments. The contract will bill \$11,250 for each April and May of 2020.

WORK MADE FOR HIRE

Wowza LLC. acknowledges and agrees that any work product created as part of the Scope of Work provided under this agreement shall be considered a work made for hire as defined by copyright laws of the United States, and therefore the copyright to such work product shall be owned exclusively by Gila County.

TERMINATION

Gila County and Wowza LLC. reserve the right to terminate the contract at any time, without penalty or recourse, by giving written notice at least fourteen (14) days prior to the effective date of such termination. Wowza LLC. shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

ACCEPTANCE OF TERMS AND CONDITIONS

Please indicate your acceptance of the proposed rate sheet by signing and returning the enclosed copy of this agreement.

Jaegue Sandus
Gila County

4-7-2020
Date

Craig Rice
Craig J. Rice
CEO
Wowza LLC.

4-7-2020
Date

EXECUTIVE SUMMARY FORM

Contract Name: CDBG #11403

Contract No.: 071220

Statement of Purpose and Need (3-5 Sentences) The purpose of this CDGB project is, but not limited to, new metal roof over new OSB over existing roof. Existing shingled walls stay the same as is.

Contract End Date: ~~06-20-20~~ 06-06-2020

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$9,500.00

Contract Information

Firm Name: Mountain Retreat Builders

Contact
Person:

John Oddonetto

Address: 745 East Senita Drive

Phone No: 928-606-4674

City: Globe

State: AZ

Fax: _____

Email: Johnnyrayo58@gmail.com

Fund: Housing Rehabilitation/Community
Services/CDBG 123-18 14.228/Home
Federal/Support and care of persons Rehab grants
expense

Type of Funds: ☐ Restricted

Fund Code: 2002.171.238.4320.72

☐ Grant

☐ General Fund

☐ Other

Special Notes:

SERVICE AGREEMENT NO. 041220

CDBG #11403

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 15th day of April, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 041220** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 041220** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 041220**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash Street, Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subContractors engaged in performance of this Agreement to ensure that the other party and its subContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14 - TERM: The Contract commences on the date signed by the County Manager and remains in effect through June 06, 2020.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$9,500.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service


Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 041220 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


James Menlove, County Manager

Date: 4/15/2020

MOUNTAIN RETREAT BUILDERS, LLC


Signature

John Odoeth
Print Name

SERVICE AGREEMENT NO. 030520-1
PAYSON HEALTH RENOVATION PROJECT-DRYWALL
FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 20th day of April, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Elk Drywall LLC, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Facilities Management** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 030520-1** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 030520-1** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 030520-1**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

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

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

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

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

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

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash Street, Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subContractors engaged in performance of this Agreement to ensure that the other party and its subContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14 - TERM: The Contract commences on the date signed by the County Manager and remains in effect through September 30, 2020.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$12,988.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

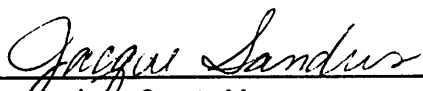
Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 030520-1 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

ELK DRYWALL LLC

FOR 
James Menlove, County Manager


Signature

Date: 4-20-2020

Alonso Muñoz
Print Name

RECEIVED THE SECRETARY OF THE ARMY
WASHINGTON, D.C. 20315

DATE: 11/15/61
SUBJECT: [illegible]

TO: [illegible]

FROM: [illegible]

1. [illegible]

2. [illegible]

3. [illegible]

4. [illegible]

5. [illegible]

6. [illegible]

7. [illegible]

8. [illegible]



CONTRACT

(928)941-4501

(928)451-2915

Licensed Bonded & Insured

Residential/Commercial

ROC#315873

TOP PH1730

To: Mark Warden

Job Name: Payson Main Street Health Services

Service Agreement No. 030520-1

Payson, AZ 85541

Description			
Hang, tape, texture, & sand (Skip-Trowel)			
½" Drywall where necessary			
½" Water-resistant gypsum where necessary			
Install ¾" vinyl corner-bead where necessary			
Cover all floors before taping process			
Clean up and haul all scrap to the landfill			
Labor and materials included			
50% down payment is required upon arrival of materials, the remaining balance is due on the day of completion.		Total Balance Due	\$12,988

Thank you for your business, It's a pleasure to work with you on your project.

Sincerely,

Elk Drywall LLC

X

Alonso Muñoz

"SERVING THE RIM COUNTRY"



HIGH COUNTRY DRYWALL LLC

COMMERCIAL * RESIDENTIAL

Licensed and Bonded

SERVING PAYSON SINCE 1985

Jim Scholl

PO Box 1352

Payson, AZ 85547

Bus. (928) 474-2861

Fax. (928) 474-2861

Cell (928) 978-1616

hicolorocker@yahoo.com

☒ PROPOSAL ☐ STATEMENT

TO Gila County

DATE: 2-6-20

PHONE: 928-402-8509

928-200-1639 Mark

JOB NAME/LOCATION: _____

Gila Co HealthService

West Main St, Payson AZ

PERMIT NO.: _____

FAX NO.: _____

CELL NO.: _____

We hereby propose to furnish in accordance with specifications below or on attached pages all material and labor necessary to complete the following

Drywall prepared for paint: all 1/2" sheetrock; 4-hard lids; grid

heights 9'; skip trowel texture; choice of corner bead; scrap

and clean up. floors covered.

dollars \$ 12,750.00

Sales tax on material: 408.50

TOTAL: 13,158.50

PAYMENTS TO BE MADE AS FOLLOWS:

50% upon completion of hanging sheetrock

Balance on completion of HCD work

All material is guaranteed to be as specified. All work is to be completed in a workman-like manner according to standard practices. Any alteration or deviation from the above or attached specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. There will be 2% interest charges per month on any amount due over 30 days. Our workers are fully covered by Workmen Compensation Insurance.

Authorized
Signature _____

Note: This proposal may be
withdrawn by us if not accepted within _____ days

Acceptance of Proposal

The above or attached prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

SERVICE AGREEMENT NO. 041620

CDBG #11571

COMMUNITY SERVICES-HOUSING

THIS AGREEMENT, made and entered into this 20 day of April, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Community Services Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 041620** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 041620** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 041620**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".**

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash Street, Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subContractors engaged in performance of this Agreement to ensure that the other party and its subContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds.

It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14 – TERM: The Contract commences on the date signed by the County Manager and remains in effect through May 31, 2020.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$9,925.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.


Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 041620 has been duly executed by the parties hereinabove named, on the date and year first above written.


GILA COUNTY

MOUNTAIN RETREAT BUILDERS, LLC


FOR James Menlove, County Manager


Signature

Date: April 20, 2020


Print Name



Bidding Results Form

"Improving the lives of all residents"

Community Development Block Grant

CDBG PID #	129-20-04
Household #	11571

The following bids were submitted to Gila County Housing Services by 10:00am on April 15, 2020. The bidding for all General Contractors was within 10 business days from the time of the initial Call to Bid, which can be verified from the file with the timestamp.

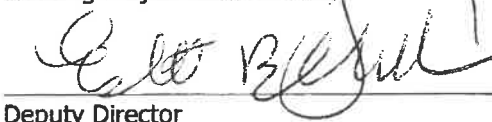
Name of Qualified General Contractor	Manual-J			Bid Amount
Mountian Retreat Builders LLC, ROC #170186-B	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> N/A	\$9,925.00
No Submission	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	
No Submission	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	
No Submission	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	
No Submission	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A	

Note: _____

Awarded General Contractor: Mountian Retreat Builders LLC, ROC #170186-B Amount: \$9,925.00


 Housing Project Administrator

April 15, 2020
 Date


 Deputy Director

April 15, 2020
 Date

Community Action Program
 Gila Employment and Special Training
 Housing Rehabilitation Program



Section Eight Housing Assistance
 Weatherization Assistance Program
 Workforce Investment Department

Gila County Housing Services
5515 S. Apache St., Suite 200
Globe, AZ 85501
Main: (928) 425-7631
Fax: (928) 425-9468
Countywide T.D.D. (928) 425-0839



CDBG

Scope of Work

(HPA)

Client Information

Location: Globe, AZ
CDBG # 129-20-04
Household # 11571
Tucson

General Contractor Information

Company Name: Gila County
Company License # B-170181
Company Contact # John Oddonetto

If your company would like to perform a physical walkthrough, contact the Housing Project Administrator to schedule an appointment. All walkthroughs will be conducted on a 1 on 1 basis at a convenient time for all associated parties. Any client specific information will be provided at the time the walkthrough is scheduled. All bid submissions are due five (5) business days after the call to bid e-mail is sent.

In addition to 'Total Project Cost', all quotes must have breakouts to include individual line item amounts and a Manual-J report modeled from the proposed scope of work and existing structure characteristics for this quote to be accepted as an official bid. Any submitted bid without line item amounts and/or a Manual-J for HVAC measures will be considered an invalid bid submission by Gila County Housing Services. Any installed equipment which does not match the Manual-J sizing will be replaced with equipment which is correctly sized.

Project Total Bid: \$ 9,925⁰⁰

Company Representative:

[Signature]
(Signature)
John Oddonetto
(Clearly Print Name)

Title:

Date:

Owner

4-15-2020

Exterior

1. Add white metal roof over existing shingles on home only.

CONTRACT AGREEMENT

Contract Name: Asbestos Abatement Oversight-Michaelson Building Contract No.: ADEQ18-186330 State of Arizona Procurement Office

Statement of Purpose and Need (3-5 Sentences) Oversee asbestos abatement at the Michaelson Building.

Contract End Date: 06-30-20

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$6,273.03

Contract Information

Firm Name: Western Technologies Inc Contact Person: Vicky Aviles
Address: 905 W. Prairie Rd Phone No: 602-437-3737 ext. 123
City: Payson State: AZ 85541 Fax: _____ Email: v.a@wt-us.com

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative - Procure AZ for cooperative purchasing. By utilizing the State contract with Western Technologies Inc., it will save the county in both time and money for a guideline that has already been established in the State of Arizona bidding process

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADEQ18-186330, for Moisture Testing approved this 27 day of April, 2020.

GILA COUNTY MANAGER


James Menlove



March 23, 2020

Gila County Public Works
745 North Rose Mofford Way
Globe, Arizona 85501

Attn: Brittnia Morrissey
Gila County Facilities Management

Re: Environmental Services
Task Assignment Scope of Work
Technical Specifications for Asbestos Abatement, Pre-Bid Meeting, Asbestos
Abatement Oversight and Air Monitoring, and Close-Out Report
Michelson Building, 157 South Broad Street, Globe, Arizona 85501

WT Ref. No: 2180PF126

Western Technologies Inc. (WT) is pleased to present this proposal to provide environmental services for the above referenced project. WT conducted the NESHAP Asbestos Survey of this structure in 2014 (WT Ref. No. 2184JQ034). The asbestos survey identified asbestos containing thermal systems insulation (runs, fittings, tees and elbows), boiler block and gaskets, roof penetration sealant and silver roof paint. The scope of work under this proposal excludes the roof system.

Our services will comply with the Environmental Protection Agency (EPA), National Emission Standards for Hazardous Air Pollutants (NESHAP) and the Occupational Safety and Health Administration (OSHA).

Work conducted in this proposal meet the requirements of the State of Arizona Procurement Contract No. ADEQ18-186330-1. Please review the attached spreadsheet for cost summary.

Scope of Work

- WT will provide an AHERA certified designer to prepare the technical specifications for asbestos abatement. We will contact qualified asbestos abatement firms to attend a pre-bid site visit for the purpose of preparing asbestos abatement costs for Gila County.
- Once Gila County has selected the contractor, WT will coordinate the abatement schedule between Gila County, the selected contractor and WT. The project is estimated to be completed within 9 work days.
- WT will provide an EPA certified contractor/supervisor to be on site at all times with the abatement contractor. Tasks include review of the contractor's pre-submittal package that will include worker certifications, competent person certification, medical surveillance documents, and respirator fit tests. Tasks also include verification that the provisions in the technical specifications are being followed, conduct visual inspections of the abatement contractor's pre-cleaning, containment

set-ups, air filtration exhaust pathways, decontamination chamber set-ups, dumpster and/or waste receptacle location and prep, adequately wetting asbestos containing materials, proper packaging, containerizing and transport. WT will maintain daily logs with minimum 30 minute entries throughout the project and will collect daily submittals from the selected contractor. We will also request copy of waste shipment records generated prior to each load of waste leaving the site.

- WT will collect daily perimeter air samples during the course of work to verify the integrity of the contractor's containment methods and work practices.
- WT will prepare the final close-out report once the project is completed.
- Air samples that will be collected during normal abatement activities will be by PCM analysis. The sample information will be documented onto our field data sheets and a chain-of-custody forms that will accompany the samples to Fiberquant Analytical (Fiberquant) in Phoenix, Arizona. In an effort to promote the project, these samples may also be read on-site by a WT staff trained to read PCM samples. This can only be accomplished with a temporary lab set-up off site. Since the materials will be removed as components and not stripped- the final air clearance samples will also be analyzed by PCM analytical method also by Fiberquant.

Project Approach

WT will coordinate the field services with Gila County. We will provide appropriate staffing to complete this project in a timely manner following the tasks described in the above scope of work.

Experience of Staff

WT will provide experienced EPA accredited asbestos inspectors from our Phoenix office to conduct these tasks. Vicky Aviles and/or Jason Criss will be the Project Manager for this project and are current with EPA accreditations to include: inspector (asbestos), management planner, contractor/supervisor, and designer (asbestos). Ms. Aviles is also a NIOSH 582 PCM analyst and director of the WT Phoenix fibers laboratory.

We have sufficient staff to complete these tasks in a timely manner and prepared to issue assignment as soon as authorized to proceed with these tasks. In an effort to facilitate your project, we have included in our costs, attached.

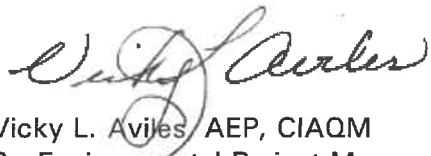
Schedule

WT anticipate that the abatement tasks can be completed in 9 working days. The laboratory analysis will take 1-3 days for analytical turn-around-time. The report can be submitted quickly once the lab report is received.

Please review the attached spreadsheet. If you have any questions pertaining to the contents of this proposal, please contact our office at 602-437-3737. Thank you for the opportunity to provide this proposal.

Gila County
WT Ref. No. 2180PF126

Sincerely,
WESTERN TECHNOLOGIES INC.
Environmental Services

A handwritten signature in black ink, appearing to read "Vicky L. Aviles". The signature is fluid and cursive, with the first name "Vicky" and last name "Aviles" clearly distinguishable.

Vicky L. Aviles AEP, CIAQM
Sr. Environmental Project Manager/Principal

Vla
Attachment

**STATE OF ARIZONA
CONTRACT NO. ADEQ18-186330**

**TECHNICAL SPECIFICATIONS, ABATEMENT OVERSIGHT AND AIR MONITORING - MICHELSON BUILDING 157
SOUTH BROAD STREET, GLOBE, AZ (PARCEL NO: 208-03-084)**

ITEM	PERSONNEL CLASSIFICATION ASBESTOS SUPPORT SERVICES	Unit Rate	Time Required	Extended Fees
1	Level I - Standard - Clerical, Word Processing, Filing, Copying, General Administration	\$ 40.50		\$ -
2	Level I - Premium Rate - Clerical, Word Processing, Filing, Copying, General Administration	\$ 40.50	2	\$ 81.00
3	Level II - Standard Rate - Drafting, Project Manager's assistant, graphics	\$ 49.50		\$ -
4	Level II - Premium Rate - Drafting, Project Manager's assistant, graphics	\$ 49.50		\$ -
5	Level III - Standard Rate - Drafting Supervisor, Senior Word Processor, Supervisor	\$ 49.50		\$ -
6	Level III - Premium Rate - Drafting Supervisor, Senior Word Processor, Supervisor	\$ 49.50		\$ -
	ASBESTOS FIELD SERVICES			
9	Level I -Standard-Air Monitoring, Project Assistant, Site Technician: Closely Supervised	\$ 49.50		\$ -
10	Level II - Premium Rate-Air Monitoring, Project Assistant, Site Technician: Closely Supervised	\$ 49.50		\$ -
11	Level II -Standard - AHERA Bulding Inspector/Management Planner	\$ 52.20		\$ -
12	Level II - Premium - AHERA Bulding Inspector/Management Planner	\$ 52.20		\$ -
13	Level III -Standard-AHERA Contractor/Supervisor, Independent Site Managerment, Air Bulk, Reporting (based on 9 - 8 hour work days and 4 hours close-out report)	\$ 52.20	76	\$ 3,967.20
14	Level III - Premium- AHERA Contractor/Supervisor, Independent Site Managerment, Air Bulk, Reporting	\$ 52.20		\$ -
15	Level IV - Standard-Project Designer, Planning and Design of Asbestos Abatement Projects and Field Activities	\$ 54.00	4	\$ 216.00
16	Level IV - Premium-Project Designer, Planning and Design of Asbestos Abatement Projects and Field Activities & Pre-Bid Site Visit	\$ 54.00	6	\$ 324.00
	ASBESTOS PROFESSIONAL PERSONNEL			
17	Level I - Standard-Project Manager, Supervision of Abatement Projects, Oversees Field Services	\$ 85.50		\$ -
18	Level I - Premium-Project Manager, Supervision of Abatement Projects, Oversees Field Services	\$ 85.50		\$ -
19	Level II -Standard-Project Manager/IH, Supervision of Abatement Projects, Oversees Field Services	\$ 103.50		\$ -
20	Level II - Premium-Project Manager/IH, Supervision of Abatement Projects, Oversees Field Services	\$ 103.50		\$ -
21	Level III - Standard-Principal/PE/CIH	\$ 108.00	2	\$ 216.00
22	Level III -Premium Rate-Principal/PE/CIH	\$ 108.00		\$ -
	LEAD-BASED PAINT FIELD SUPPORT SERVICES			

**STATE OF ARIZONA
CONTRACT NO. ADEQ18-186330**

23	Level I - Standard-Clerical, Word Processing, Filing, Copying, General Administration	\$ 40.50		\$ -
24	Level I - Premium-Clerical, Word Processing, Filing, Copying, General Administration	\$ 40.50		\$ -
25	Level II -Standard-Dafting, Project Manager's Assistant, Graphics	\$ 49.50		\$ -
28	Level II - Premium-Dafting, Project Manager's Assistant, Graphics	\$ 49.50		\$ -
26	Level III -Standard-Drafting Supervisor, Senior Word Processor, Supervisor	\$ 49.50		\$ -
27	Level III - Premium-Drafting Supervisor, Senior Word Processor, Supervisor	\$ 49.50		\$ -
	LEAD-BASED PAINT FIELD SERVICES			\$ -
29	Level I -Standard-Project Assistant, Site Technician: Closely Supervised	\$ 49.50		\$ -
30	Level I - Premium-Project Assistant, Site Technician: Closely Supervised	\$ 49.50		\$ -
31	Level II -Standard-Inspector, Post-Abatement Clearance Activities	\$ 49.50		\$ -
32	Level II - Premium-Inspector, Post-Abatement Clearance Activities	\$ 49.50		\$ -
33	Level III -Standard-Risk Assessor, Inspections, Post Abatement Clearance, Lead Hazard Screening, Risk Assessments	\$ 49.50		\$ -
34	Level III - Premium-Risk Assessor, Inspections, Post Abatement Clearance, Lead Hazard Screening, Risk Assessments	\$ 49.50		\$ -
35	Level IV - Standard-Supervisor Abatement Project Oversight, Occupant Protection Plans, Abatement Reports	\$ 49.50		\$ -
36	Level IV - Premium-Supervisor Abatement Project Oversight, Occupant Protection Plans, Abatement Reports	\$ 49.50		\$ -
37	Level V - Standard-Project Designer, Occupant Protection Plans, Abatement Reports	\$ 54.00		\$ -
38	Level V - Premium-Project Designer, Occupant Protection Plans, Abatement Reports	\$ 54.00		\$ -
	LEAD-BASED PAINT PROFESSIONAL PERSONNEL			
39	Level I - Standard- Project Manager, Supervision of Abatment Projects, Oversees Field Services	\$ 85.50		\$ -
40	Level I - Premium- Project Manager, Supervision of Abatment Projects, Oversees Field Services	\$ 85.50		\$ -
41	Level II -Standard-Project Manager/IH: Supervision of Abatement Projects, Oversees Field Services	\$ 103.50		\$ -
42	Level II - Premium-Project Manager/IH: Supervision of Abatement Projects, Oversees Field Services	\$ 103.50		\$ -
43	Level III -Standard-Principal/PE/CIH	\$ 108.00		\$ -
44	Level III - Premium-Principal/PE/CIH	\$ 108.00		\$ -
	LABORATORY COSTS			
45	Polarized Light Microscopy (PLM) Bulk Samples - Non Rush	\$ 10.00		

STATE OF ARIZONA
CONTRACT NO. ADEQ18-186330

46	Polarized Light Microscopy (PLM) Bulk Samples -Rush	\$ 16.00	48	\$ 768.00
47	Polarized Light Microscopy (PLM) Bulk Samples Non-Rush Point Count	\$ 34.00		\$ -
48	Polarized Light Microscopy (PLM) Bulk Samples Rush Point Count	\$ 55.00		\$ -
49	Transmission Electron Microscopy (TEM) Bulk Samples Non Rush	\$ 108.00		\$ -
50	Transmission Electron Microscopy (TEM) Bulk Samples -Rush	\$ 125.00		\$ -
51	Transmission Electron Microscopy (TEM) Air Samples Non-Rush	\$ 117.00		\$ -
52	Transmission Electron Microscopy (TEM) Air Samples Rush	\$ 180.00		\$ -
53	Phase Contrast Microscopy (PCM) Air Samples Non-Rush	\$ 10.00		\$ -
54	Phase Contrast Microscopy (PCM) Air Samples Rush	\$ 15.00		\$ -
55	Atomic Absorption Spectroscope (AAS) Paint Chip Analysis - Lead - Non Rush	\$ 19.50		\$ -
56	Atomic Absorption Spectroscope (AAS) Paint Chip Analysis - Lead - Rush	\$ 29.25		\$ -
57	Toxicity Characteristic Leaching Procedure (TCLP)-Lead Non Rush	\$ 100.00		\$ -
58	Toxicity Characteristic Leaching Procedure (TCLP)-Lead Rush	\$ 150.00		\$ -
59	Atomic Absorption Spectroscope (AAS) Soil Analysis - Lead - Non Rush	\$ 19.50		\$ -
60	Atomic Absorption Spectroscope (AAS) Soil Analysis - Lead - Rush	\$ 29.25		\$ -
61	Atomic Absorption Spectroscope (AAS) Air Sample Analysis - Lead - Non Rush	\$ 19.50		\$ -
62	Atomic Absorption Spectroscope (AAS) Air Sample Analysis - Lead - Rush	\$ 29.25		\$ -
TRAVEL REIMBURSEMENT				
63	Per Mile (greater than 35 miles from base office) (176 X \$.44.5 per mile)	\$ 77.87	9	\$ 700.83
TOTAL				\$ 6,273.03

CONTRACT AGREEMENT

Contract Name: Security Upgrade-Central Heights Contract No.: ASU SAVE Contract No. 161501

Statement of Purpose and Need (3-5 Sentences)

Upgrade security at Payson Administration.

Contract End Date: 09-30-20

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$32,286.09

Contract Information

Firm Name: Stanley Security Solutions Contact Person: Mat Alvey
Address: 4666 S. Ash Avenue #1 Phone No: 480-216-9273
City: Tempe State: AZ Fax: _____ Email: Matt.alvey@sbdinc.com

Special Notes:

Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the Arizona State Contract, for cooperative purchasing. By using the ASU contract with Stanley Security Solutions., it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.

Authorization to use a Cooperative Purchasing Agreement with ASU, Contract No. 161501, for Security

Electronic Systems: Parts, Maintenance & Repair approved this 27 day of April 2020.

GILA COUNTY MANAGER


James Menlove

Customized Solution Recommendation

GILA COUNTY - Payson Admin

January 20, 2020

Prepared For: Bob Hickman

Prepared By: Matt Alvey



855-5-STANLEY

www.stanleysecurity.com

Confidential Recommendation

Prepared by STANLEY Convergent Security Solutions, Inc.

Quote Name: GilaCounty-PaysonAdmin_2020-1-20_InitialDoors**Customer Theory of Operation:**

Summary: Stanley to install a new Lenel system in Payson - Admin building. This will entail a double-door maglock for the front door that will integrate with the ADO. Additionally, Stanley to add a card reader, DPS, REX, and electrified lock on the back door as well as a rear interior door. Lastly, Stanley to install a new reader, new crash bar (electrified), new Automatic Door Opener, and two door-release buttons for interior lobby single door. This totals 4 new doors.

All doors will be ran to a new controller in the MDF. The controller will reside in a LifeSafety Power enclosure that provides space to mount door boards as well as serve as the power supply. This enclosure is designed to handle up to eight total doors, meaning that Gila County can add four more doors in the Payson Admin building before additional infrastructure would be required.

The front door may be put on a schedule to unlock. Near the door, on the interior, will be a keyswitch that, when turned, will override the unlock schedule and cause the door to be locked. The door shall remain locked until valid card read, and schedule shall remain overridden until keyswitch is turned again.

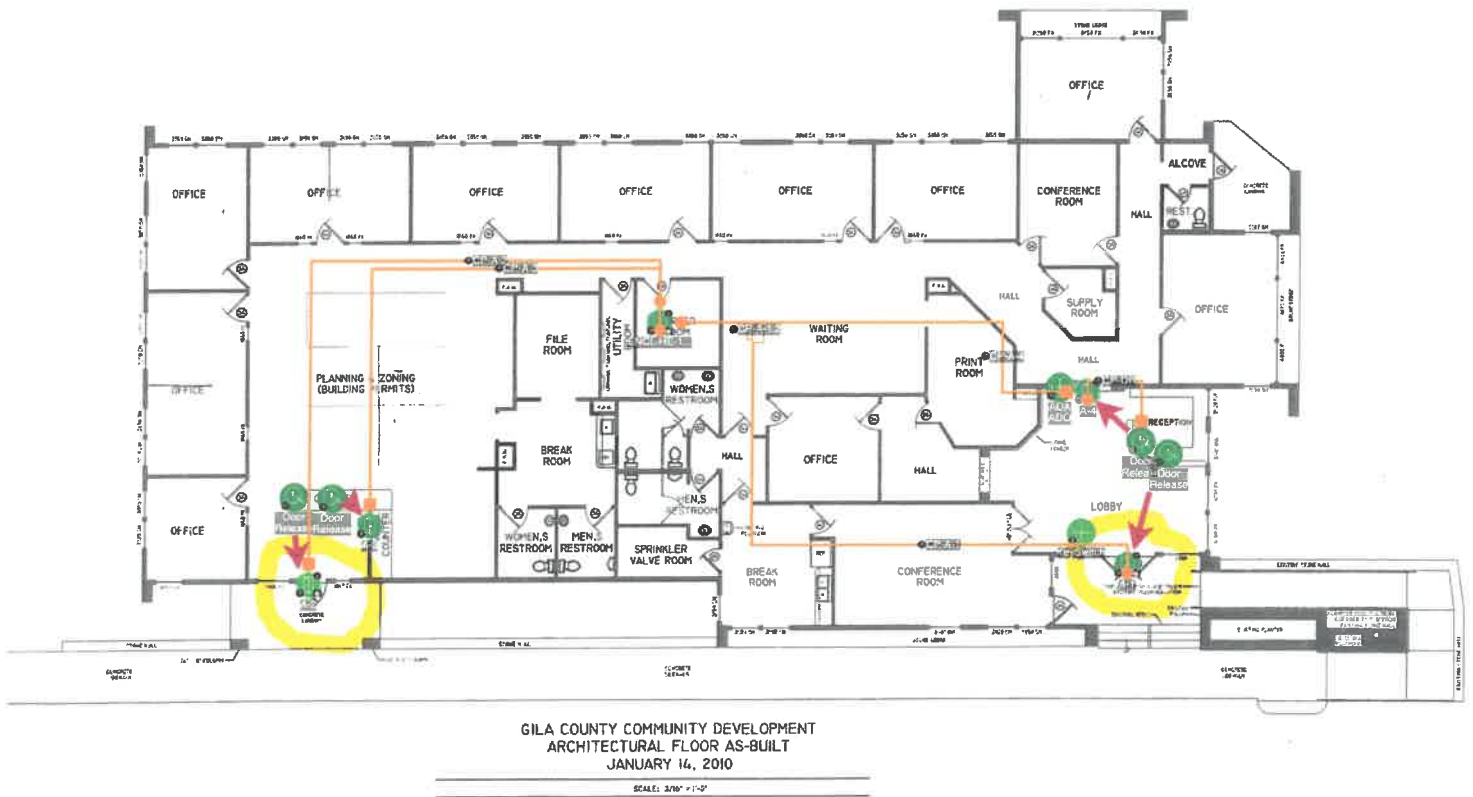
Both Rear doors will operate with an electric strike.

Interior lobby door with a NEW Door Operator will use an electrified crash bar w/ built-in REX and power transfer.

Gila County to Provide:

1. Dedicated power in MDF for the LifeSafety Power enclosure
2. Network connectivity for the new controller in the MDF
3. Access to device locations
4. Additional permits, inspection, and any other equipment/labor required to make the mag lock up to Fire Marshall's obligations.
5. All key cores

Survey Overview



Survey Layout

Reporter: Matt Alvey | Date: January 20, 2020



Element & Container

Icon	Element Name	Element ID	System Type	Description	Location
	Double Door	A-1	Access Control		
	Door Position Switch	DPS-A-1a	Access Control		
	Door Position Switch	DPS-A-1b	Access Control		
	Request to Exit	REX-A-1	Access Control	Pneumatic	
	Request to Exit	REX-A-1	Access Control		
	Magnetic Lock	MAGL-A-1a	Access Control		
	Magnetic Lock	MAGL-A-1b	Access Control		
	Card Reader	RDR-A-1	Access Control		Front Door
	Single Door	A-2	Access Control		Back Door
	Card Reader	RDR-002	Access Control		
	Door Position Switch	DPS-003	Access Control		
	Request to Exit	REX-003	Access Control		
	Power Transfer Device	EPTD-001	Access Control		
	Elec Exit Device	EEXD-001	Access Control		
	Enclosure	ENCL-HE-1	Access Control		
	ACS Controller Cabinet	ACSCTL-HE-1	Access Control		
	ACS Power Supply	ACSPS-001	Access Control		




















	General Component	KeySwitch	Access Control	
	Single Door	A-3	Access Control	
	Panic Button	Door	Access Control	Release
	Panic Button	Door	Access Control	Release
	Single Door	A-4	Access Control	
	Card Reader	RDR-003	Access Control	
	Door Position Switch	DPS-004	Access Control	
	Request to Exit	REX-004	Access Control	
	Power Transfer Device	EPTD-002	Access Control	
	Elec Exit Device	EEXD-002	Access Control	
	Panic Button	Door	Access Control	Release
	Panic Button	Door	Access Control	Release
	Automatic Door Operator	ADA	Access Control	ADO
	Cable Path	CP-A-3	Infrastructure	
	Cable Path	CP-A-1.2	Infrastructure	
	Cable Path	CP-A-2	Infrastructure	
	Cable Path	CP-A-1	Infrastructure	
	Cable Path	CP-A-4	Infrastructure	
	Cable Path	CP-DR	Infrastructure	

Photo Tour

A-1



A-1



MAGL-A-1a



A-2



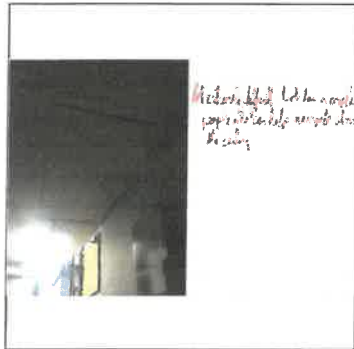
A-2



A-2



ENCL-HE-1



ENCL-HE-1





STANLEY Convergent Security Solutions, Inc. Equipment & Labor Summary

GILA COUNTY - Payson Admin
610 E State Highway 260, Payson, AZ 85541

Remit to:
Stanley Convergent Security Solutions
Dept Ch 10651
Palentine, IL 60055-4210
1/20/20
Q-143362

Proposal Generated:
QUOTE NUMBER:

*Reference quote number on all PO's
*Reference SITE ADDRESS on all PO's

BILL OF MATERIALS AND LABOR BREAKDOWN				
EQUIPMENT				
Qty	Part Number	Description	Unit Price	Extended Price
4	920PTNNEK00000	MULTICLASS RP40 SE READER	\$270.00	\$1,080.00
1	LNLX2220	INTELLIGENT DUAL READER CONTROLLER	\$1,277.50	\$1,277.50
1	FPO150-B100C8D8PE6M	150W DV 12 AND 24V 8 LCK 8 AUX E2M; 8-door enclosure & Power Supply	\$1,257.00	\$1,257.00
2	2S31952R5	18(4)+22(2+4+6)1S CMP PROFN 500FT	\$635.00	\$1,270.00
5	1078WM	RECESSED STEEL DOOR CONTACT W/WIRE LEADS	\$9.90	\$49.50
3	SREX100	REQUEST TO EXIT PIR	\$149.00	\$447.00
1	UB1PN	BUTTON WITH TIMER	\$189.10	\$189.10
5	TBD JIC MATL	TBD JIC MATL	\$23.82	\$119.10
2	ND5BRMINI	PLASTIC WIRE MOLD 5/8INx3/8INx6FT OFF WHT	\$35.00	\$70.00
3	1270	IM-1270; 12V, 7AH BATTERY	\$18.00	\$54.00
1	MKAN2	ALTERNATE ACTION KEYSWITCH WITH SOUNDER	\$143.17	\$143.17
1	MKCKA	MRT CYL 1 1/ 8LTH 26D KYWY SC K	\$52.27	\$52.27
1	LNL1320S3	DUAL READER INTERFACE MODULE	\$441.00	\$441.00
2	DTMO2	MINI DESK TOP CONSOLE 2MOM	\$252.16	\$504.32
1	ADO	Single Automatic door opener w/ dual receivers	\$4,350.00	\$4,350.00
1		Lock Hardware and door hardware materials	\$5,122.00	\$5,122.00
EQUIPMENT AND MATERIAL TOTAL				\$16,425.96
LABOR AND ADDITIONAL				
Setup, Mount, Positioning, Patch Cables, & Labor				
Final Testing, Termination, Adjust, and Programming				
Engineering Design, Drawings, and Calculations				
Project Management and Documentation				
Account Administration & Program Management				
panel & Hardware Fabrication & Assembly				
LABOR AND ADDITIONAL TOTAL				\$11,370.75
Extended 2-Year P&L Warranty per SLA & Ongoing Training				\$2,874.54
VP Level 3 - Distributed Discount				\$0.00
Actual Install Sale Price				\$30,671.25
Tax Estimate				\$1,614.84
Grand Total				\$32,286.09

*TAX PROVIDED AS A BUDGETARY ESTIMATE ONLY. PLEASE ALLOW FOR A 5% DIFFERENTIAL UPON RECEIPT OF FINAL INVOICE!

All terms and conditions of ASU/Stanley contract #161501

Payment Structure (Check One): Monthly____ Quarterly____ Biannually____ Annually____

Stanley:

Gila County:

Approved By:

James Menlove

Approved By:

Signature:

James Menlove

Signature:

menlove

Date:

4-27-2000

Date:

Billing Address:

Special Billing Instructions:

PROFESSIONAL SERVICES CONTRACT NO. 040820

FRONTIER ST. AT SR 87 TRAFFIC IMPACT STUDY

PUBLIC WORKS

THIS AGREEMENT, made and entered into this 24 day of April, 2020, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Greenlight Traffic Engineering, of the City of Peoria, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES: The Contractor shall provide the Services and products listed in the Scope of Work below and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of the **Public Works Department** or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Professional Services Contract 040820** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Professional Services Contract 040820** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Professional Services Contract 040820**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

ARTICLE 2 – TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the Services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: To the extent permitted by law and subject to the limitations in Arizona Revised Statutes Section 34-226, 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 to the extent caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors.

This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Automobile Liability**

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov.

The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 – LEGAL ARIZONA WORKERS ACT COMPLIANCE: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program.

A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its SubContractors engaged in performance of this Agreement to ensure that the other party and its SubContractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 – WARRANTY: Contractor warrants that services will be provided in a manner consistent with the Professional Standard of Care

ARTICLE 7 – LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act, as required by the Professional Standard of Care.

ARTICLE 8 – CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for Services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 9 – RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the Services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such Services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the Services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 10 – NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or Services covered under this Addendum.

ARTICLE 11 – ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 12 – NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 13 – GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 14– TERM: The term of the contract shall commence on April 15, 2020 and remains in effect through September 30, 2020.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$16,950.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St., Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for Services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, two (2) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 24 day of April, 2020.

GILA COUNTY


James Menlove, County Manager

Date:

4.24.2020

GREENLIGHT TRAFFIC ENGINEERING


Signature

Michael Blankenship
Print Name

CONTRACT AGREEMENT

Contract Name: Sheriff's Office Fiber Upgrade Contract No.: SAVE Contract ADSP017-169123

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize Corporate Technology Solutions to provide the Sheriff's Office Fiber Upgrade. All documents executed by the SAVE Contract No. ADDSP017-169123, apply to this procurement between Gila County and Corporate Technology Solutions.

Contract End Date: 06-30-20 Renewal Option: ☐ Yes
☒ No
Maximum Dollar Limit: \$10,602.19

Contract Information

Firm Name: Corporate Technology Solutions Contact Person: Ben Bozza
Address: 1971 E. 5th Street, Suite 111 Phone No: 480-377-0225
City: Tempe State: AZ 85281 Fax: _____ Email: bvozza@ctscabling.com

Special Notes:

Gila County is part of the Strategic Alliance for Volume Expenditures (S.A.V.E.), which includes the Arizona State Contract, for cooperative purchasing. By using the SAVE contract with Corporate Technology Solutions, it will save the county in both time and money for a rate that already been established in the City of Avondale bidding process.

Authorization to use a Cooperative Purchasing Agreement with Corporate Technology Solutions for Security for Fiber Upgrade

approved this 29th day of April 2020.

GILA COUNTY MANAGER


James Menlove



CORPORATE TECHNOLOGY SOLUTIONS

1971 E. 5th Street Suite 111

Tempe, Arizona 85281

(480) 377 - 0225

www.ctscabling.com

AZ State Contract # ADSP017-169123

CTS State Vendor # 9000000093

Customer Information

To: Gila County

Contact: Gabe Scales

Address: 0

City: Globe

State/Zip: AZ

Project Name

Court House Fiber Run

CTS will perform the following Scope of Work

CTS will install (3) runs of 6 Strand fibers to Multiple Building.

CTS will provide and install mule tape through all pathways before pulling fiber. This quote is based on the assumption there is no current pull string in place and CTS will have to install pull string before pulling fiber.

CTS will install (1) 6 Strand Fiber from First Floor Court house to 2nd Floor Court house. This quote is based on the assumption that there is existing path way and the fiber run will not need to be protected with innerduct or armor.

CTS will install (1) 6 Strand Fiber from 2nd Floor Court House to Detention Center. This quote is based on the assumption that the fiber will not extend in to either building (free air) more than 50 feet.

CTS will install (1) 6 Strand Fiber from Detention Center to Jail. This quote is based on the assumption that the fiber will not extend in to either building (free air) more than 50 feet.

CTS will Terminate and Test all locations upon Completion.

CTS will provide a 25 year warranty and testing documentation for the new fiber install.

PRICING SCHEDULE

Materials	\$ 3,783.39
Labor	\$ 4,702.80
Sub Material	\$ -
Sub Labor	\$ -
Sub Total	\$ -
Direct Costs	\$ 2,116.00
Total	\$ 10,602.19
Grand Total	\$ 10,602.19

Customer Authorization

Approved By:

Signature:

Type of Contract: MRRA

Billing Information

Address:

Attn:

PO #



All OSP (outside plant cabling) are estimates only. CTS will verify the actual lengths prior to installation with true tape and provide a credit or cost impact document before the installation.

Any additional work not specified in this scope of work or any additional work request from customer will result in a CTS change order.

This proposal pricing is good for a period of 30 days unless otherwise noted.

Where material prices fluctuate, CTS reserves the right to adjust pricing if there are changes in material pricing. Written documentation from our suppliers to verify this condition can be provided.

Customer is responsible for any freight charges if the customer requests an expedited time frame.

CTS will require a project schedule showing all times the facility will be available. Including but not limited to, facility events, closures or limitations that may affect continuous work. Without a schedule, there is no way for CTS to commit to an end date for completion. Delays in the schedule will delay the completion date. Any requested overtime to improve the completion date will constitute a change order.

Any schedule changes or project delays due to work areas not being available during the scheduled time, and or any other interruptions outside of CTS control, including but not limited to delay by other trades or customer could result in additional cost to customer. Written notification is required 5 days prior to any schedule changes.

This SOW assumes normal day shift of 8 continuous working hours between 5am and 5 pm, unless otherwise specified and agreed to in writing. Any work outside of this time frame may be subject to additional shift premiums.

This SOW includes one mobilization only. Changes that required additional starts and stops may be subject to additional charges via a change order. This would include, but not limited to, storage, equipment rentals, travel expenses, and other expenses incurred.

This quotation assumes that all existing and new conduits are properly sized with pull string installed and that any new conduits, pathways, wire mold, power poles, core holes, sleeves, and floor boxes, not mentioned in the above scope of work, will be provided and installed by other vendors and will be ready prior to cable installation.

Phone Systems, Network Devices, Active Equipment are not included, unless otherwise stated in the scope of work. Any other Control Components are NOT included in this proposal as directed, unless otherwise specified. It is the assumption that the owner will provide its own system to perform the functions as needed.

Patch Cords are not included unless otherwise stated in the scope of work.

All Contracts and/or Purchase Orders will be subject to monthly progress billings.

Retention dollars are to be paid within 60 days after the completion of our original scope of work, regardless of the total job completion.

Any project valued at \$2500 or above is subject to a pre-lien.

Effective Jan 1, 2015, customer is responsible for supplying CTS with Arizona Transaction Privilege Tax Exemption Form (TPT 5000) or Prime Contractor's Certificate (TPT 5005) as applicable.

Credit card payments shall be assessed a 2.5% convenience fee.

CTS PRICING PAGE PER AZ STATE CONTRACT
BILL OF MATERIAL & RATES

Quote #: 20091
Date: 4/28/2020
Estimator: Ben Voza
Sales: Ben Voza



Corporate Technology Solutions, LLC
1971 E. 5th Street Suite 111
Tempe, Arizona 85281
(480) 377 - 0225
www.ctscabling.com
AZ State Contract # ADSP017-169123
CTS State Vendor # 9000000093

Customer: Gabe Scales
Project Name: Court House Fiber Run

PRODUCT	PART NUMBER	DESCRIPTION	UOM	QTY	COST (EACH)	COST PLUS %	PRICE (EACH)	BID PRICE (EACH)	EXTENDED MATERIAL PRICE	BID PRICE	TOTAL LABOR HRS	EXTENDED LABOR PRICE	TOTAL BID PRICE
CABLE SUPPORT, CONDUIT, PATHWAY, FIRE SEAL			UOM	QTY	Cost Price	Cost Plus %	Price	Mat Price EA	Ext Mat Price		Labor Hrs	Extended Labor	TOTAL
Total Cable Support & Pathway Hours from Above:											0.000		
Cable Support & Pathway - Labor Hours Breakout:											HRS	Labor Rate	Total Labor
Labor Only	CTS	CTS Cabling Installer Labor Time	EA	1							0.000	\$ 30.00	\$ -
Labor Only	CTS	CTS ISP/OSP Cabling Technician Labor Time	EA	1							0.000	\$ 38.00	\$ -
Labor Only	CTS	CTS Foreman/Supervisor Labor Time	EA	1							0.000	\$ 50.00	\$ -
Total Section			1					MATERIAL: \$ -			0.000	LABOR \$ -	\$ -
HORIZONTAL ROUGH IN			UOM	QTY	Cost Price	Cost Plus %	Sell Price	Mat Price EA	Ext Mat Price		Labor Hrs	Average Labor Rate	Extended Labor
Total Horizontal Rough In Hours from Above:											0.00		
Horizontal Rough In - Labor Hours Breakout:											HRS	Labor Rate	Extended Labor
Labor Only	CTS	CTS Cabling Installer Labor Time	EA	1							0.000	\$ 30.00	\$ -
Labor Only	CTS	CTS ISP/OSP Cabling Technician Labor Time	EA	1							0.000	\$ 38.00	\$ -
Labor Only	CTS	CTS Foreman/Supervisor Labor Time	EA	1							0.000	\$ 50.00	\$ -
Total Section			2					MATERIAL: \$ -			0.000	LABOR \$ -	\$ -
CONNECTIVITY / END DEVICES			UOM	QTY	Cost Price	Cost Plus %	Sell Price	Mat Price EA	Ext Mat Price		Labor Hrs	Average Labor Rate	Extended Labor
Total Connectivity/End Devices Hours from Above:											0.00		
Connectivity/End Devices - Labor Hours Breakout:											HRS	Labor Rate	Extended Labor
Labor Only	CTS	CTS Cabling Installer Labor Time	EA	1							0.000	\$ 30.00	\$ -
Labor Only	CTS	CTS ISP/OSP Cabling Technician Labor Time	EA	1							0.000	\$ 38.00	\$ -
Labor Only	CTS	CTS Foreman/Supervisor Labor Time	EA	1							0.000	\$ 50.00	\$ -
Total Section			3					MATERIAL: \$ -			0.000	LABOR \$ -	\$ -
EQUIPMENT ROOM (ER)/TELECOMM ROOM (TR)			UOM	QTY	Cost Price	Cost Plus %	Sell Price	Mat Price EA	Ext Mat Price		Labor Hrs	Average Labor Rate	Extended Labor
CTS	Consumables	misc hardware, grounding, labels	EA	1	\$ -	22%	\$ -	\$ -	\$ -		0.00		
Total Equipment Room Hours from Above:											0.00		
Equipment Room Build-out - Labor Hours Breakout:											HRS	Labor Rate	Extended Labor
Labor Only	CTS	CTS Cabling Installer Labor Time	EA	1							0.000	\$ 30.00	\$ -
Labor Only	CTS	CTS ISP/OSP Cabling Technician Labor Time	EA	1							0.000	\$ 38.00	\$ -
Labor Only	CTS	CTS Foreman/Supervisor Labor Time	EA	1							0.000	\$ 50.00	\$ -
Total Section			4					MATERIAL: \$ -			0.000	LABOR \$ -	\$ -

FIBER OPTIC BACKBONE			UOM	QTY	Cost Price	Cost Plus %	Sell Price	Mat Price EA	Ext Mat Price	Labor Hrs	Average Labor Rate	Extended Labor	TOTAL				
Corning	006EU4-T4701D20	Loose Tube, Gel-Free, All-Dielectric Cable with FastAccess 6 F, Single-mode	LF	2,900	\$ 0.24	22%	\$ 0.29	\$ 0.32	\$ 924.96	58.00		\$	3,206.29				
Corning	006E88-31131-29	MIC® Tight-Buffered Cable, Plenum, 6 F, Single-mode (OS2)	LF	300	\$ 0.25	22%	\$ 0.30	\$ 0.33	\$ 97.98	6.00		\$	333.98				
Corning	CCH-02U	Closet Connector Housing (CCH), two rack units, holds four CCH connectors	EA	4	\$ 187.79	22%	\$ 229.10	\$ 249.49	\$ 997.98	0.68		\$	1,024.72				
Corning	CCH-CP06-A9	Closet Connector Housing (CCH) Panel, LC adapters, Duplex, UPC, 6 F	EA	6	\$ 39.05	22%	\$ 47.64	\$ 51.88	\$ 311.29	1.02		\$	351.41				
Corning	SOC-LCU-FAN-SM	FuseLite® Connector, LC, Buffer Tube Fan-Out, Single-mode (OS2) U	EA	42	\$ 11.95	22%	\$ 14.58	\$ 15.88	\$ 666.81	10.50		\$	1,079.81				
Corning	FAN-BT25-06	Buffer Tube Fan-Out Kit, indoor, 6 F, 25-in legs	EA	4	\$ 13.65	22%	\$ 16.65	\$ 18.14	\$ 72.54	1.00		\$	111.87				
CTS	Generic	shrink wrap, labels, tape, etc.	EA	36	\$ 1.00	22%	\$ 1.22	\$ 1.33	\$ 47.81	2.88		\$	161.09				
Total Fiber Optic Backbone Hours from Above:										80.080							
Fiber Optic Backbone - Labor Hours Breakout:										HRS	Labor Rate	Extended Labor	Total Section Bid Amount				
Labor Only	CTS	CTS Cabling Installer Labor Time	EA	1						26.693	\$ 30.00	\$ 800.80					
Labor Only	CTS	CTS ISP/OSP Cabling Technician Labor Time	EA	1						26.693	\$ 38.00	\$ 1,014.35					
Labor Only	CTS	CTS Foreman/Supervisor Labor Time	EA	1						26.693	\$ 50.00	\$ 1,334.67					
Total Section			5				MATERIAL:	\$ 3,119.37	80.080	LABOR	\$ 3,149.81	\$ 6,269.18					
COPPER BACKBONE			UOM	QTY	Cost Price	Cost Plus %	Sell Price	Mat Price EA	Ext Mat Price	Labor Hrs	Average Labor Rate	Extended Labor	TOTAL				
Total Copper Backbone Hours from Above:										0.000							
Copper Backbone - Labor Hours Breakout:										HRS	Labor Rate	Extended Labor	Total Section Bid Amount				
Labor Only	CTS	CTS Cabling Installer Labor Time	EA	1						0.000	\$ 30.00	\$ -					
Labor Only	CTS	CTS ISP/OSP Cabling Technician Labor Time	EA	1						0.000	\$ 38.00	\$ -					
Labor Only	CTS	CTS Foreman/Supervisor Labor Time	EA	1						0.000	\$ 50.00	\$ -					
Total Section			6				MATERIAL:	\$ -	0.000	LABOR	\$ -	\$ -					
PROGRAM AND TESTING			UOM	QTY	Cost Price	Cost Plus %	Sell Price	Mat Price EA	Ext Mat Price	Labor Hrs	Average Labor Rate	Extended Labor	TOTAL				
Labor Only	CTS	Test and Certify - Fiber (Pre-Test)	EA	18				\$ -		1.44							
Labor Only	CTS	Test and Certify - Fiber (OTDR Bi-Directional & PWR Meter)	EA	18				\$ -		4.50							
Total Programming & Testing Hours from Above:										5.940							
Programming & Testing - Labor Hours Breakout:										HRS	Labor Rate	Extended Labor	Total Section Bid Amount				
Labor Only	CTS	CTS Cabling Installer Labor Time	EA	1						1.980	\$ 30.00	\$ 59.40					
Labor Only	CTS	CTS ISP/OSP Cabling Technician Labor Time	EA	1						1.980	\$ 38.00	\$ 75.24					
Labor Only	CTS	CTS Foreman/Lead Tech Labor	EA	1						1.980	\$ 50.00	\$ 99.00					
Total Section			7				MATERIAL:	\$ -	5.940	LABOR	\$ 233.64	\$ 233.64					
DESIGN AND PERMITTING			UOM	QTY	Cost Price	Cost Plus %	Sell Price	Mat Price EA	Ext Mat Price	Labor Hrs	Average Labor Rate	Ext. Labor	TOTAL				
Total Section										8		MATERIAL:	\$ -	0.000	LABOR	\$ -	\$ -
PRECONSTRUCTION SERVICES			UOM	QTY	Cost Price	Cost Plus %	Sell Price	Mat Price EA	Ext Mat Price	Labor Hrs	Average Labor Rate	Ext. Labor	TOTAL				
CTS	CTS	Pre-Construction Services (submittals/mob/dwg)	EA	1	\$ 500.00	22%	\$ 609.76	\$ 664.02	\$ 664.02	16.00		\$ 720.00	\$ 1,384.02				
Total Section										9		MATERIAL:	\$ 664.02	16.000	LABOR	\$ 720.00	\$ 1,384.02
PROJECT MANAGEMENT			UOM	QTY	Cost Price	Cost Plus %	Sell Price	Mat Price EA	Ext Mat Price	Labor Hrs	Average Labor Rate	Ext. Labor	TOTAL				
CTS	CTS	Project Management Hours	EA	1	\$ -	22%	\$ -	\$ -	\$ -	6.45		\$ 419.35	\$ 419.35				
Total Section										10		MATERIAL:	\$ -	6.452	LABOR	\$ 419.35	\$ 419.35
FINAL DOCUMENTATION			UOM	QTY	Cost Price	Cost Plus %	Sell Price	Mat Price EA	Ext Mat Price	Labor Hrs	Average Labor Rate	Ext. Labor	TOTAL				
CTS	Final Docs	Final documents and as-builts	EA	1	\$ -	22%	\$ -	\$ -	\$ -	4.00		\$ 180.00	\$ 180.00				
Total Section										11		MATERIAL:	\$ -	4.000	LABOR	\$ 180.00	\$ 180.00
MISC. ITEMS			UOM	QTY	Cost Price	Cost Plus %	Sell Price	Mat Price EA	Ext Mat Price	Labor Hrs	Average Labor Rate	Extended Labor	TOTAL				
Total Miscellaneous Items Hours from Above:										0.000							
Miscellaneous - Labor Hours Breakout:										HRS	Labor Rate	Extended Labor	Total Section Bid Amount				
Labor Only	CTS	CTS Cabling Installer Labor Time	EA	1						0.000	\$ 30.00	\$ -					
Labor Only	CTS	CTS ISP/OSP Cabling Technician Labor Time	EA	1						0.000	\$ 38.00	\$ -					
Labor Only	CTS	CTS Foreman/Lead Tech Labor	EA	1						0.000	\$ 50.00	\$ -					
Total Section			12				MATERIAL:	\$ -	0.000	LABOR	\$ -	\$ -					
SUBCONTRACTOR			UOM	QTY	Cost Price	Cost Plus %	Sell Price	Mat Price EA	Ext Mat Price	Labor Hrs	Average Labor Rate	Ext. Labor	TOTAL				
Total Section										13		MATERIAL:	\$ -	0.000	LABOR	\$ -	\$ -
CTS DIRECT COSTS			UOM	QTY	Cost Price	Cost Plus %	Sell Price	Mat Price EA	Ext Mat Price	Labor Hrs	Average Labor Rate	Ext. Labor	TOTAL				
CTS	CTS Travel	ISP/OSP Technician - Travel Time	HR	4				\$ -		4.000		\$ 152.00	\$ 152.00				
CTS	CTS Travel	Lead / Specialty Tech - Travel Time	HR	4				\$ -		4.000		\$ 180.00	\$ 180.00				
CTS	CTS Travel	Foreman / Supervisor - Travel Time	HR	4				\$ -		4.000		\$ 200.00	\$ 200.00				
CTS	CTS M&IE	Meals and Incidental Expenses	EA	12	\$ 41.00		\$ 41.00	\$ 44.65	\$ 492.00			\$	\$ 492.00				
CTS	CTS Travel	Select - Lodging Rate 1	EA	12	\$ 91.00		\$ 91.00	\$ 99.10	\$ 1,092.00			\$	\$ 1,092.00				
Total Section										14		MATERIAL:	\$ 1,584.00	12.000	LABOR	\$ 532.00	\$ 2,116.00

TOTALS FOR ALL SECTIONS

\$ 3,783.39	MATERIAL
\$ 4,702.80	INSTALLATION LABOR
\$ -	CTS SUBCONTRACTOR
\$ 2,116.00	CTS DIRECT COSTS
\$ 10,602.19	SUBTOTAL
\$ -	TOTAL LABOR TAXES
\$ 10,602.19	GRAND TOTAL



Total - Labor Hours Breakout:

Discription:	Total Hrs	Rate
CTS Cabling Installer Labor Time	28.673	\$ 30.00
CTS ISP/OSP Cabling Technician Labor Time	28.673	\$ 38.00
CTS Lead / Specialty Technician Labor Time	0.000	\$ 45.00
CTS Foreman/Lead Tech Labor	28.673	\$ 50.00
CTS Project Manager	6.452	\$ 65.00
CTS CAD Design/Pre-Construction/O&M Labor	20.000	\$ 45.00
Total Project Labor Hours / Blended Labor Rate:	112.472	\$ 41.81

CONTRACT AGREEMENT

Contract Name: Site Evaluation-Michaelson Building Contract No.: Mohave Contract No. 17T-KIMLEY-0510

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize Kimley-Horn to provide **Site Evaluation on the Michaelson Building**. All documents executed by the Mohave. Contract No. 17T-KIMLEY-0510, apply to this procurement between Gila County and Stanley Security Solutions.

Contract End Date: 09-30-20

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$6,500.00

Contract Information

Firm Name: Kimley Horn Contact Person: Ray Montoya

Address: 333 E. Wetmore Road Phone No: 520-730-4558

City: Tucson State: AZ Fax: _____ Email: Rebecca.field@kimley-horn.com

Special Notes:

Gila County is part of the Mohave Cooperative for cooperative purchasing. By using the Mohave contract with Kimley-Horn, it will save the County in both time and money for a rate that has already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the Mohave Educational Services Cooperative, Contract No. 17T-KIMLEY-0510 for site evaluation approved this 29th day of April, 2020.

GILA COUNTY MANAGER


James Menlove

SCOPE OF WORK & ASSUMPTIONS

Project: Michaelson Building
Contract: Mohave Educational Cooperative

Project Understanding

We understand the Client is interested in retaining a consultant that can evaluate the existing building located at 157 S Broad St. – Globe, AZ . The purpose of the evaluation is to determine the existing condition of the 2 story building, constructed in 1920, and whether the existing roof, walls and foundation can be re-used, or require modifications.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Site Visit and Evaluation Report

1. Complete document review of relevant existing documents provided by the Client.
2. Conduct a limited, visual, non-destructive, walk-through site visit to observe readily accessible existing conditions of the building. These conditions will be documented with representative photographs and field notes. The intent of the site visit is to review the general condition of the building. Kimley-Horn will perform the following as part of this walk-through:
 - a. Meet with the Client's representative(s) that are familiar with the existing structure to understand the history associated with the structure.
 - b. Perform one (1) site visit to observe and document the condition of readily accessible structural elements.
3. Establish project specific design loads, including live load.
4. Complete a code review of relevant codes from the time of construction.
5. Complete a load analysis comparison based on the code from the time of construction and the current building code.
6. Prepare one (1) memorandum describing the observed condition, load analysis comparison, opinion on whether the existing structure can be re-used or requires modifications and recommendations for moving forward.
7. Deliverables of this tasks include (1) 8 ½" x 11" electronic memorandum in PDF format. A 90% DRAFT memorandum will be submitted in electronic format for the Client review and comment. A 100% Final memorandum will be submitted after Client comments have been included and/or responses provided.
8. Conduct up to one (1) follow-up teleconference with the Client, if requested.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

1. Environmental Services
2. Surveying Services
3. Geotechnical Services
4. Traffic Impact Analyses
5. Security Design Services

6. Sound attenuation and noise control design services**Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Any non-destructive or destructive testing of building components
2. Structural analysis or design of proposed modifications
3. Building envelope assessment
4. Design and Construction Documents of recommended modifications
5. Bid and Construction phase services for modifications

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. Executed Contract
2. Previous reports and drawings completed by others.
3. Original construction documents and construction records.
4. Access to the site and assistance in removing items necessary for visual evaluations.

Schedule

We will provide our services as expeditiously as practical to meet a mutually agreed upon schedule to be determined upon Notice to Proceed.

Fee and Expenses

Kimley-Horn will perform the services in Task 1 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client; should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a ten percent (10%) markup, will be immediately issued to and paid by the Client.

Task 1 – Site Visit and Investigation Report

\$6,500 LS

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.



AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 030718-1

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

BACKFLOW TESTING AND REPAIR-SOUTHERN GILA COUNTY

FACILITIES MANAGEMENT

Effective April 20, 2018, Gila County and Earthquest Plumbing, Inc. entered into a contract whereby Earthquest Plumbing, Inc. would provide Backflow Inspection and Repairs for Southern Gila County.

AMENDMENT NO. 1 to Service Agreement No. 030718-1, was executed to allow for Gila County to exercise the option to renew the term of the Agreement for a one-year period, from April 20, 2019 to April 19, 2020, for a contract amount not to exceed Five Thousand dollars and 00/100's (\$5,000.00) without prior written approval from the County. **Additionally, Amendment No. 1** served to remove from the contract the language **"ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement."

Service Agreement No. 030718-1 will expire on April 20, 2020. **Per Article 14-Term**, Gila County shall have the right, at its sole option, to renew the contract for two additional one-year periods.

AMENDMENT NO. 2 to Service Agreement No. 030718-1, will allow for Gila County to exercise the option to renew the term of the Agreement for a one-year period, from April 20, 2020 to April 19, 2021, for a contract amount not to exceed Five Thousand dollars and 00/100's (\$5,000.00) without prior written approval from the County.


Amendment No. 2 to Service Agreement No. 030718-1, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) additional one (1) year term from April 20, 2020, to April 19, 2021.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the April 20, 2020 to April 19, 2021 renewal period.

AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 030718-1

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 29th day of April, 2020.

GILA COUNTY:



James Menlove, County Manager

Date: 4.29.2020

EARTHQUEST PLUMBING, INC.



Signature



Print Name