

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 June 2, 2020 Regular Meeting by no later than 5 p.m. on Monday, June 1, by emailing to the Clerk of the Board at [msheppard@gilacountyaz.gov](mailto: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:

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## **REGULAR MEETING - TUESDAY, JUNE 2, 2020 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a grant application to Arizona State Parks and Trails in the amount of \$29,921.97 with an in-kind match of \$1,600 for a total project cost \$31,521.97 for the purchase of a 2020 Polaris Ranger Crew 1000 with associated equipment to assist in law enforcement and education patrols throughout Gila County. **(Sarah White/Gary Morris)**
  - B. Information/Discussion/Action to approve the Superior Court's submission of the fiscal year 2021 Field Trainer Grant Application to the Court Services Division, Administrative Office of the Courts, in the amount of \$25,000. **(Jon Bearup)**

- C. Information/Discussion/Action to adopt Resolution No. 20-06-01 accepting grants of roadway deeds for Turner Hill Road in Young, Arizona; establishing the road as a primitive road; accepting it into the Gila County Primitive Roads System; and authorizing the execution of the Primitive Road Easement. **(Steve Sanders)**
  - D. Information/Discussion/Action to approve Contract No. 040320-A to ATOZEN, LLC DBA Sanders Transport in the amount of \$45,000, and Contract No. 040320-B to Lamont Mortuary of Globe in the amount of \$25,000 for the provision of autopsy transport services. **(Mary Springer)**
  - E. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 050420 - *Pharmacy Services for Gila County Detention Medical* for a contractor to provide prescription and over-the-counter medications for inmates in the Gila County Jail. **(Mary Springer/Sarah White)**
  - F. Information/Discussion/Action to approve the submission of a letter to the United States Fish and Wildlife Service regarding the proposed Draft Environmental Impact Statement Supplement, in conjunction with a proposed rule to revise the existing nonessential experimental population designation of the Mexican wolf under section 10(j) of the Endangered Species Act of 1973, as amended. **(Jacque Sanders)**
3. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

- A. Approval of a Special Event Liquor License Application submitted by the Pleasant Valley Community Council, Inc. for an event to be held on July 17, 2020, July 18, 2020, and July 19, 2020, at the Pleasant Valley Community Center located in Young.
  - B. Approval of the Board of Supervisors' May 12, 2020 and May 19, 2020 meeting minutes.
  - C. Acknowledgment of the April 2020 monthly activity report submitted by the Clerk of the Superior Court's Office.
  - D. Acknowledgment of the April 2020 monthly activity report submitted by the Globe Regional Constable's Office.
  - E. Acknowledgment of the April 2020 monthly activity report submitted by the Payson Regional Constable's Office.
  - F. Acknowledgment of the April 2020 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
  - G. Acknowledgment of the April 2020 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
  - H. Acknowledgment of the April 2020 monthly activity report submitted by the Recorder's Office.
4. **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.

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

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

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

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



**ARF-6062**

**Regular Agenda Item 2. A.**

**Regular BOS Meeting**

Meeting Date: 06/02/2020

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY 2020

Budgeted?: No

Contract Dates FY2020-2021

Grant?: Yes

Begin & End:

Matching Yes

Fund?: New

Requirement?:

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Information

Request/Subject

AZ State Parks and Trails OHV Law Enforcement Equipment Gila County Sheriff's Office Grant Application.

Background Information

Gila County is 4,795 square miles with approximately 4% of it consisting of private property. There are more than a thousand miles of Forest Service roads and off-highway vehicle trails. Each weekend from spring through fall, the County experiences a wave of visitors who bring large numbers of off highway vehicles (OHV). Many of the Forest Service roads can only be accessed by an OHV to conduct law enforcement and education patrols. This boom in Countywide visitors has placed an increased burden on the Gila County Sheriff's Office to conduct patrols and law enforcement operations throughout the County.

Evaluation

If a grant is awarded to the Gila County Sheriff's Office, the funding will be utilized to purchase a 2020 Polaris Ranger 1000, 4-wheel drive OHV, enclosure, transport trailer, winch, police equipment and mobile radio to assist in law enforcement and education patrols throughout Gila County.

Conclusion

The Gila County Sheriff's Office is requesting funding from the Arizona State Parks and Trails in the amount of \$29,921.97 with an in-kind match of \$1,600 for a total project cost \$31,521.97 for the purchase of a 2020 Polaris Ranger Crew 1000, 4 wheel drive and associated equipment to assist with law enforcement and education patrols throughout Gila County.

### Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors approve the electronic submission of a grant application to the Arizona State Parks and Trails on May 15, 2020, in the amount of \$29,921.97 with an in-kind match of \$1,600 total project cost \$31,521.97.

### Suggested Motion

Information/Discussion/Action to authorize the Sheriff's Office electronic submission of a grant application to Arizona State Parks and Trails in the amount of \$29,921.97 with an in-kind match of \$1,600 for a total project cost \$31,521.97 for the purchase of a 2020 Polaris Ranger Crew 1000 with associated equipment to assist in law enforcement and education patrols throughout Gila County. **(Sarah White/Gary Morris)**

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### Attachments

Grant Application

Application submitted email

Road Condition Photos

Letters of support

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# ARIZONA STATE PARKS & TRAILS FUNDING OPPORTUNITIES

## Application

### 07745 - 2020 OHV Supplemental Grant Application(Law Enforcement, Small Grant, Emergency/Mitigation & Signage) - Final Application

09473 - OHV Law Enforcement Equipment Gila County Sheriff's Office  
Supplemental Off-Highway Recreation Fund

Status: Submitted Submitted Date: 05/15/2020 12:09 PM Submitted By: Sarah White

## Applicant Information

### Primary Contact:

Name:\* Ms. Sarah White  
Salutation First Name Middle Name Last Name  
Title: Chief Administrative Officer  
Email:\* sawhite@gilacountyaz.gov  
Address:\* P.O. Box 311

\* Globe Arizona 85502  
City State/Province Postal Code/Zip  
Phone:\* 928-402-8572  
Phone Ext.

### Organization Information

Organization Name:\* Gila County Sheriff's Office  
Organization Type: County Government

Enter State Vendor Number. 1. If you do not have a vendor number please register now. 2. The last possible date to register in Procurement is 30 days after award has been approved by the Parks Board. 3. In order to be reimbursed your agency must be registered within the State Procurement system.

### VENDOR NUMBER

Remit Address is the address where Parks would send the payment to your agency.

The Remit Address must match what the AZ Procurement System has. If these addresses don't match reimbursement may be delayed weeks or longer.

### ADDRESS CODE:

Organization Website: www.gilacountyaz.gov  
Address:\* P.O. Box 311

\* Globe Arizona 85502  
City State/Province Postal Code/Zip  
County Gila County  
Phone:\* 928-402-8572  
Phone Ext.  
Fax:  
E-mail Address\* sawhite@gilacountyaz.gov

## SECTION I. GRANT APPLICATION

Please identify which Supplemental Grant you are applying for: Law Enforcement, Small Grant, Emergency/Mitigation You can only apply for one program each cycle.

Select Project Type Law Enforcement Project - Up to \$30,000  
PROJECT SPONSOR ADDRESS:\* P.O. Box 311

PROJECT SPONSOR NAME:\* Gila County Sheriff's Office

City\* Globe 85501  
City Zip

WEBSITE:\* www.gilacountyaz.gov

PROJECT COORDINATOR:\* Sarah White Chief Administrative Officer  
Title

E-MAIL:\* sawhite@gilacountyaz.gov

PHONE:\* 928-402-8572

CELL: 928-812-4288

SECONDARY PROJECT COORDINATOR:\* Gary Morris Chief  
Title

E-MAIL:\* gmorris@psfd.az.gov

PHONE:\* 602-803-7366

CELL:

*For Small Grants or Emergency/Mitigation Repair Projects: Applicants are required to communicate project activities to the land manager's archaeologist prior to submitting the application.*

*Note: If you represent a non-profit group communication to the land manager's project coordinator will not suffice -the agency archaeologist must be part of the discussions.*

AGENCY ARCHAEOLOGIST (IF APPLICABLE): Title

E-MAIL:

PHONE:

CELL:

## Project Information

Provide nearest town/city to project location:\* Payson

CONGRESSIONAL DISTRICT:\* 4  
Congressional/Legislative Districts

*If project crosses over more than 1 congressional district enter additional district here.*

ADDITIONAL CONGRESSIONAL DISTRICT:

AZ LEGISLATIVE DISTRICT:\* 6

*If project crosses over more than 1 legislative district enter additional district here.*

ADDITIONAL LEGISLATIVE DISTRICTS ENTER HERE:

COUNTY:\* Gila County

### Brief Description of Project:\*

*Summarize the project proposal including scope and nature of what is to be accomplished. What will be accomplished with the funds that you will receive?*

*This field is limited to 1,750 characters.*

Gila County is 4,795 square miles with only approximately 4% of it private property. There are more than a thousand miles of forest service roads and off highway vehicle trails. Each weekend from spring through fall, the county experiences a wave of visitors who bring large numbers of off highway vehicles. Many of the forest service roads can only be accessed by a UTV to conduct law enforcement and education patrols. This boom in countywide visitors has placed an increased burden on the Gila County Sheriff's Office to conduct patrols and law enforcement operations throughout the county.

For example, the Fossil Creek recreational area alone has exploded in popularity with nearly 38,000 visitors last year. The upper portions of the Creek are in Gila County. Three forest service roads to areas of visitor activity have deteriorated to the point that two are accessible only by a UTV. The Sheriff's Office does not have a UTV for the northern part of the county. Currently, access is obtained by a deputy on foot, or by horseback, and requires 2 hours of travel time. The third road is often questionable for full sized patrol vehicles, and when it cannot be traveled by a patrol vehicle, deputies must drive highway 260 to reach the water fall trail head from the Camp Verde side. It's a 40-mile, 2 hour drive time. Losing valuable life saving time in the process.

The requested UTV will be an essential piece of equipment that will substantially improve the Sheriff's Office ability to effectively patrol forest roads and trails in Gila County and will greatly reduce response times. It will provide a critical communications component with the installation of a 40 watt radio that can transmit out of the canyons where portable radios cannot.

**Scope Item #1 Staff/Personnel Costs**

Staff/Personnel Costs Breakdown	Quantity	Unit Type	Unit Cost	Total	Match/In-kind	Total Grant Request
				\$0.00	\$0.00	\$0.00

**Scope Item #2 Equipment Costs**

Equipment Costs Breakdown	Quantity	Unit Type	Unit Cost	Total	Match/In-kind	Total Grant Request
2020 Polaris Ranger Crew 1000-4 Wheel Drive	1.0	Each	\$17,614.97	\$17,614.97	\$0.00	\$17,614.97
Transport Trailer	1.0	Each	\$3,395.00	\$3,395.00	\$0.00	\$3,395.00
Mobile Radio	1.0	Each	\$3,912.00	\$3,912.00	\$0.00	\$3,912.00
Winch	1.0	Each	\$700.00	\$700.00	\$0.00	\$700.00
2020 Polaris Ranger Crew 1000-Enclosure	1.0	Each	\$4,300.00	\$4,300.00	\$0.00	\$4,300.00
Police Equipment (lights and siren)	1.0	Each	\$1,600.00	\$1,600.00	\$1,600.00	\$0.00
				\$31,521.97	\$1,600.00	\$29,921.97

**Scope Item # 3 Other**

Other Costs Breakdown	Quantity	Unit Type	Unit Cost	Total	Match/In-kind	Total Grant Request
				\$0.00	\$0.00	\$0.00

**Totals**

Total Grant Request      \$29,921.97  
Total Match/In-kind      \$1,600.00  
Total Cost      \$31,521.97  
Total Match Percentage      5.08%

**Budget Notes**

Budget Notes

**Maps and Photos**

Maps

Photos      Road Condition Photos UTV grant .pdf

**Cultural Clearance Review Form: Section I. Attachments**

Please check this box if you are applying for a Small Grant or Emergency & Mitigation Repair Grant or a Signage Grant. You are required to complete this form in it's entirety.

If you are applying for a Law Enforcement Grant



do not complete this form. Please click on MARK AS COMPLETE and then move to the next form in the application.

#### Programmatic Agreement

[Click Here for a description of the Programmatic Agreement \(Section 106\)](#)

Is the applicant a signatory to the Programmatic Agreement Pursuant to Section 106 of the National Historic Preservation Act Regarding Implementation of Federal-Aid Transportation Projects in the State of Arizona (PA), executed December 16, 2015?

If yes, which PA Stipulation is applicable to the current project?

If yes, please explain why the project meets the criteria for the selected PA Stipulation.

1. At least two (2) legible, detailed and labeled maps:

a) Has a detailed map showing all project activities/other related project actions (e.g., staging areas, the location of riprap, new access roads, etc.) been uploaded?

b) Has a legible 7.5' USGS map showing the project area been uploaded?

2. A copy of the cultural resources survey report(s) if a survey of the property has been conducted must be uploaded.

Survey report(s)

3. A copy of any comments regarding eligibility, findings of effect, and any conditions associated with findings made by the land managing agency/landowner and archaeologist (i.e. state, federal, county, municipal) on potential impacts of the project on archaeological and/or historical cultural resources.

A copy of any comments

4. A copy of SHPO comments, if the survey report has already been reviewed by SHPO.

SHPO comments

5. If applicable to the project, attach a current agency Decision Memo.

A copy of a Decision Memo

ADDITIONAL DOCUMENTS:  
Upload additional surveys and any other documents related to cultural resources here:

## Section II.

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*Biggest Mistake Made: Failure to list all land managers within the project area. Example: Applicant submits trail project and all trails exist within land owned by applicant except for a 1/4 mile section of one of the project trails. A small section crosses over a small parcel owned by ASLD (or Reclamation). If an agreement allowing you to develop/maintain that ASLD-owned parcel exists between your agency and ASLD please attach document directly above (Additional Documents). If no agreement is in place or the agreement has expired please stop working on the application and contact ASPT to discuss issue. Projects must be shovel ready-if you do not have permission from all land managers to conduct work your project is not shovel ready.*

Current Land  
Owner/Manager(s):

Project Location,  
including  
Township, Range  
and Section:

1. Total project  
area in acres (or  
total miles if trail): 0

2. Does the  
proposed project  
have the potential  
to disturb the  
surface and/or  
subsurface of the  
ground?

**3. Project Description and Impacts:**

a. Please provide a description (what, where, why, and how) of the proposed project, and specifically identify any surface and/or subsurface impacts that are expected.

b. Provide  
measurements for  
anticipated surface  
(areal) and  
subsurface (depth)  
disturbances that  
will be part of the  
proposed project.

c. Discuss both direct and indirect impact areas, such as staging areas and access routes that will be used as part of the project.

**4. Ground Surface Information**

a. Describe the  
condition of the  
current ground  
surface within the  
entire project  
boundary area (for  
example, is the  
ground in a natural  
undisturbed  
condition, or has it  
been bladed,  
paved, graded,  
etc.).

b. Estimate  
horizontal and  
vertical extent of  
existing  
disturbance

5. Are there any  
known prehistoric  
and/or historical  
archaeological  
sites in or adjacent  
to the project area?

If yes, please  
indicate where the  
sites are in respect  
to the project area.  
(e.g. The historic  
site is adjacent to  
the project area  
and is roughly 400  
feet outside the  
project area).

6. Has the project  
area been  
previously  
surveyed for  
cultural resources  
by a qualified  
archaeologist?

If yes, please  
submit a copy of  
the survey report  
above in Section I.  
Please attach any  
comments on the  
survey report made  
by the land  
managing agency  
and/or SHPO

If, no, please provide a rationale for survey not being necessary (e.g. previously disturbed).

7. Are there any buildings or structures (including mines, bridges, dams, canals, etc.) that are 50 years or older in or adjacent to the project area?

If YES, contact Parks staff to receive an Arizona Historic Property Inventory Form. The form will be provided in a Word version.

8. Is your project area within or adjacent to a historic district?

If YES, name of district:

9. List type of equipment to be used (Foot Traffic and Hand Tools, Mechanized Equipment Only or Combination).

Select Type of Equipment

If using equipment you may use this space to provide short description:

### Section III

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Purchase of trail maintenance equipment materials, and supplies (i.e., mowers, tractors, shovels, hammers, etc.)

Trail Bridge rehabilitation or replacement

Signs, kiosks, and markers replacement or installation

Upgrading the trail and or parking lot from dirt to stone or woodchips, or stone or woodchips to a paved (asphalt, concrete, or other paved surface) or boardwalk surface;

Fencing, guardrail, retaining wall, or berm replacement or installation

Drainage

Landscaping

Compliance under the Americans with Disabilities Act (ADA) including the following:

a. Ramps;

b. Railings;

c. Resurfacing (to pavement or boardwalk);

d. Parking and trail access;

e. Signage;

f. Portable Toilets



Permanent installation of ancillary facilities such as port-a-potties, bike racks, lighting, benches, trash receptacles, and trail course design features (jumps, water hazards, par course equipment, picnic benches).

Renovation and restoration of trails and trail access routes, in-kind within an established path or trail way

Regrading of trail and/or parking areas within established trail way

Striping and restriping

Debris removal

Educational materials

Connector trails within boundaries of existing property

Repair of existing signs, kiosks markers, bridges, fences, guardrails, retaining walls, and berms

If yes to any items from SECTION III please provide a short description of the work to be done.

This field is limited to 500 characters.

## Signatures

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Archaeologist Printed  
Name and Title Here:

*Agency Archaeologist must provide a short statement, on agency letterhead, indicating support for the project. Archaeologist must sign the letter. Note: Non-profits must have the land manager's archaeologist complete this step.*

Archaeologist Approval  
Letter

Application will not be processed and reviewed by Park staff, committees and Parks Board if a signed letter of approval from agency's archaeologist is not provided here.

Applicant Printed Name  
and Title Here:

## ADDITIONAL DOCUMENTS

File Name	Description	File Size
Letters of Support .pdf (207 KB)	Letters of support from Supervisor Tommie Martin, District 1; Supervisor Tim R. Humphrey, District 2; Supervisor Woody Cline, District 3; Senator Sylvia Allen, Legislative District 6; and Representative Bob Thorpe, District 5.	207 KB
WebGrants - Arizona State Parks 12.20.16 PM.pdf (69 KB)	Original Budget with corrections that we made	69 KB

## Certification

Completed by:\* J. Adam Shepherd Sheriff  
Name Title

Date:\* 05/15/2020

**I hereby certify that the information in this application is true and correct and that our agency agrees to comply with all appropriate procedures, guidelines, and requirements established by Arizona State Parks & Trails.**

*DISABILITIES ACT AND COMPLIANCE Title II, Americans with Disabilities Act of 1990 P.L. 101-336, 42 U.S.C. Chapter 126 THE UNDERSIGNED ACKNOWLEDGES AWARENESS OF AND THE RESPONSIBILITY TO COMPLY WITH THE FOLLOWING:*

*Title II, of the Americans with Disabilities Act, ("ADA") and federal department regulations on its implementation.*

*It is understood that recipients of Arizona State Park & Trails project funds are required to comply with Title II of the ADA and those regulations of federal departments and agencies on its implementation. The ADA and federal department regulations mandate that: No qualified individual with a disability shall, on the basis of disability, be excluded from participation in or be denied the benefits of the services, programs or activities of a public entity, or be subjected to discrimination by any public entity. See 28 CFR Part 35.*

*This assurance is effective as of the date of state approval of funds and throughout the period during which real or personal property is used.*

**Signature Here**

**(Either type authorized official name here or attach hand-write signature below):**

Sheriff J. Adam Shepherd

**Signature Page**

Sheriff Shepherd signature page.pdf  
Optional

**White, Sarah A**

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**From:** grantstaff@azstateparks.gov  
**Sent:** Friday, May 15, 2020 12:15 PM  
**To:** White, Sarah A  
**Subject:** WebGrants - Application - 09473 - Submitted

**CAUTION:** Please VERIFY the actual email address matches sender name to avoid phishing attempts. Since this email originated from outside of Gila County, please be careful when deciding to click links or open attachments.

\*\*\*\* Do Not Respond to This Email \*\*\*\*

The following application has been submitted:

Number: 09473

Name: OHV Law Enforcement Equipment Gila County Sheriff's Office

Program Area: Supplemental Off-Highway Recreation Fund

Grantee Organization: Gila County Sheriff's Office

Grantee: Sarah White

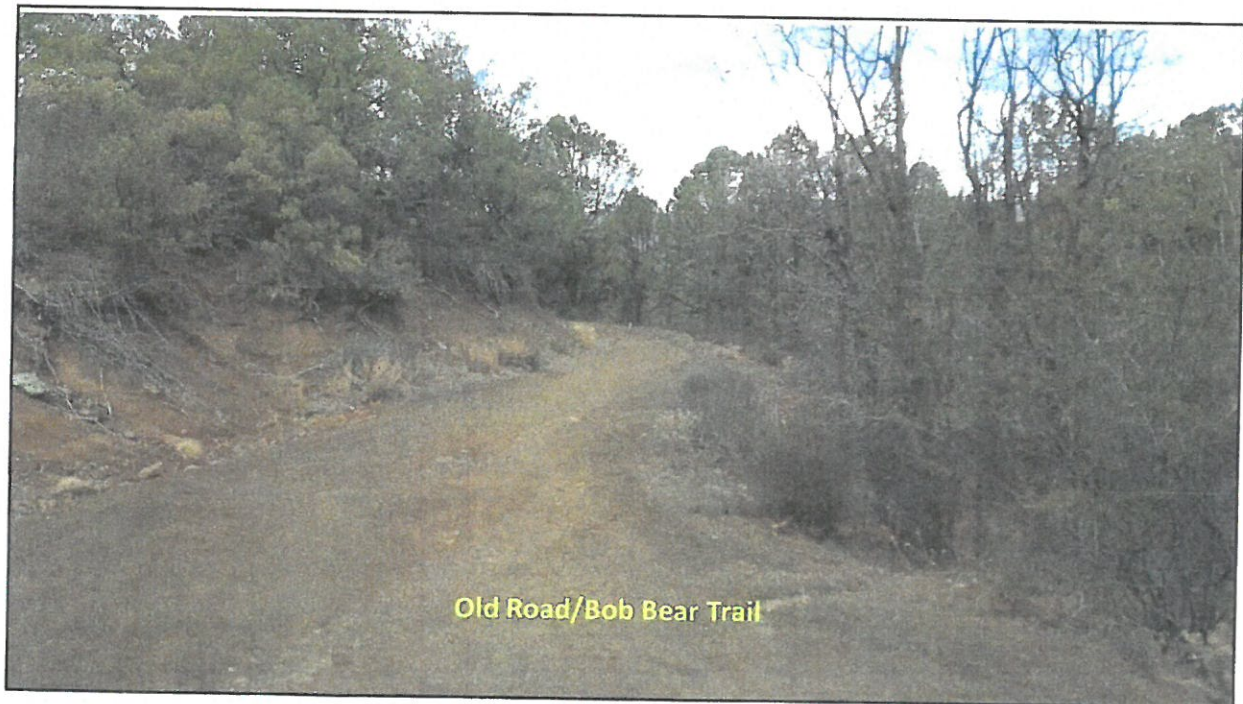
If this change requires your attention, you may log into the WebGrants grants management system at the following location:

<https://azparkgrants.com>

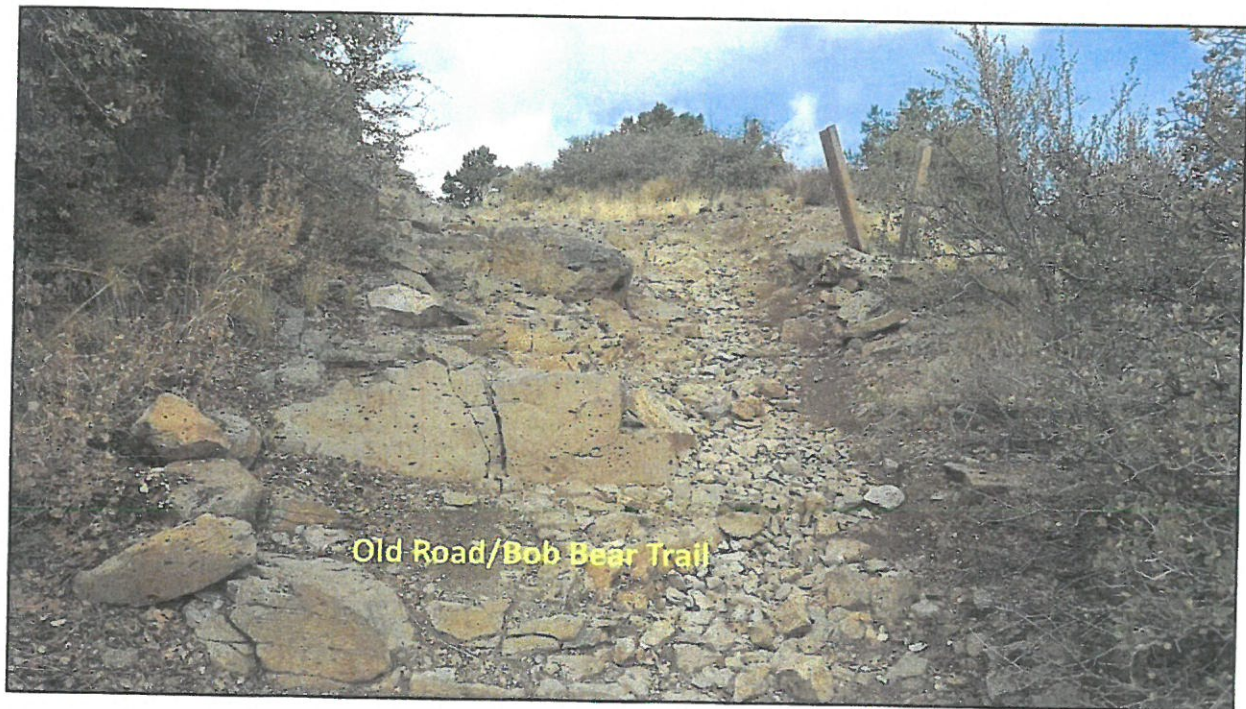
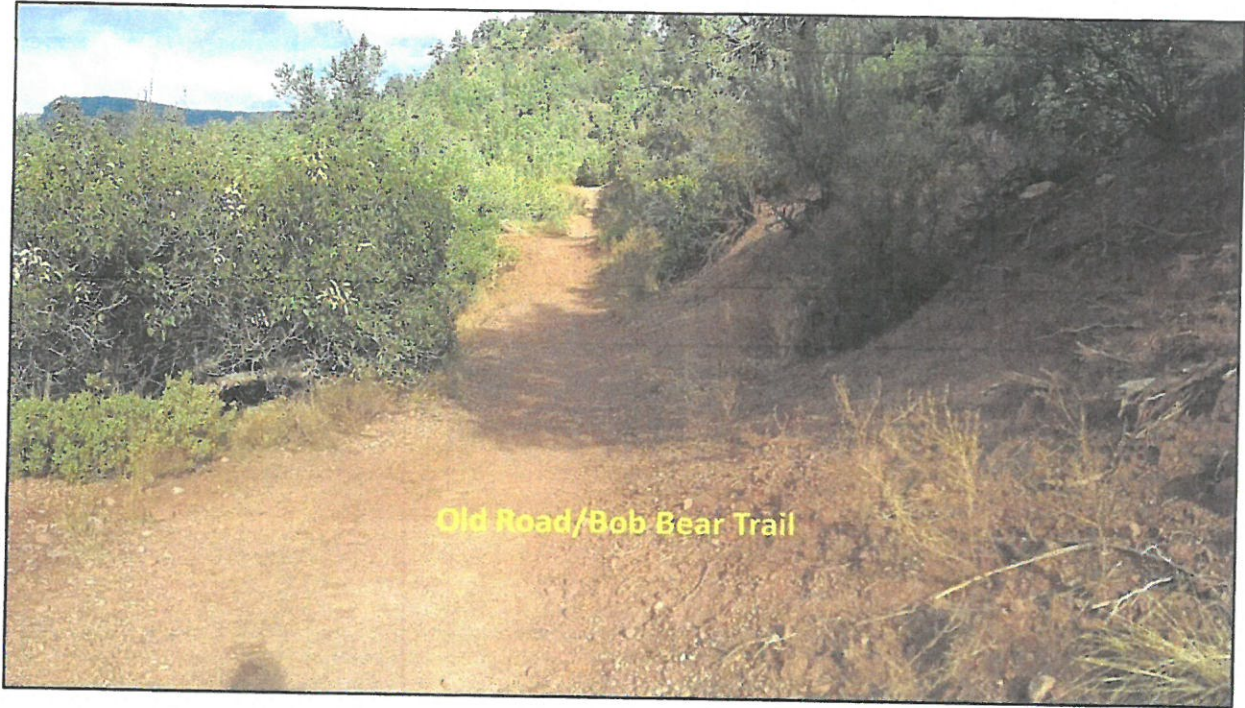
# Gila County Roads

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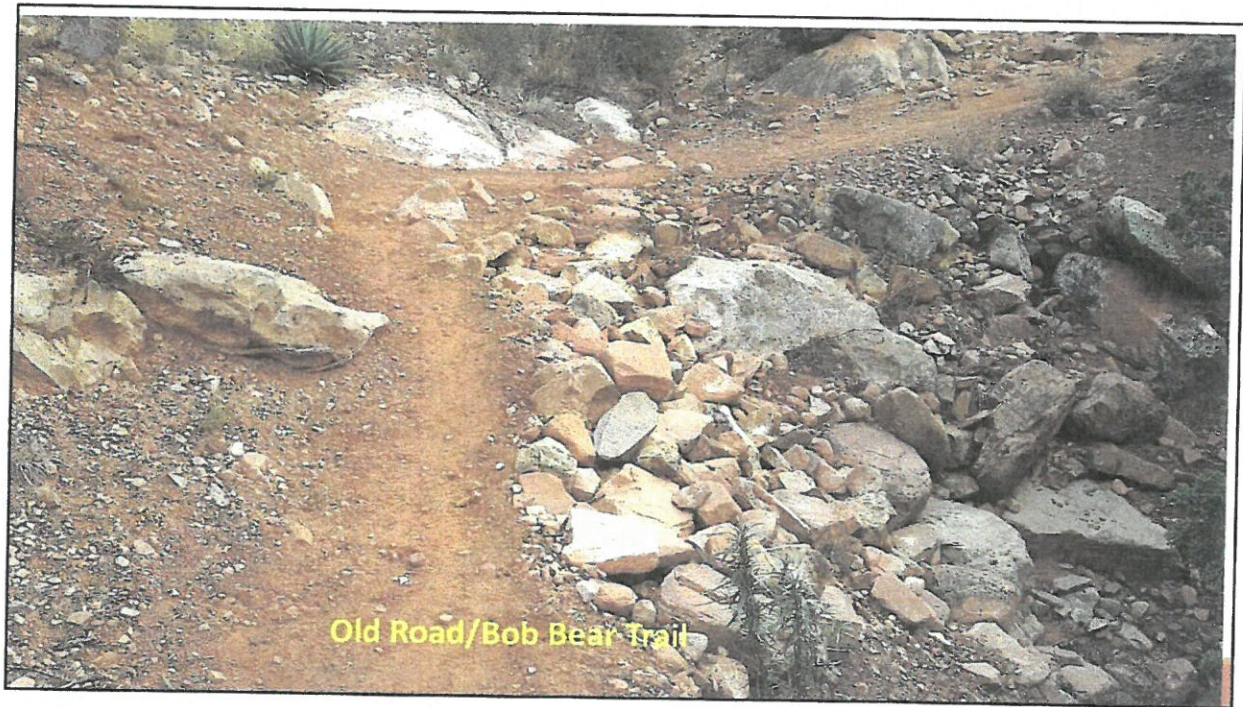
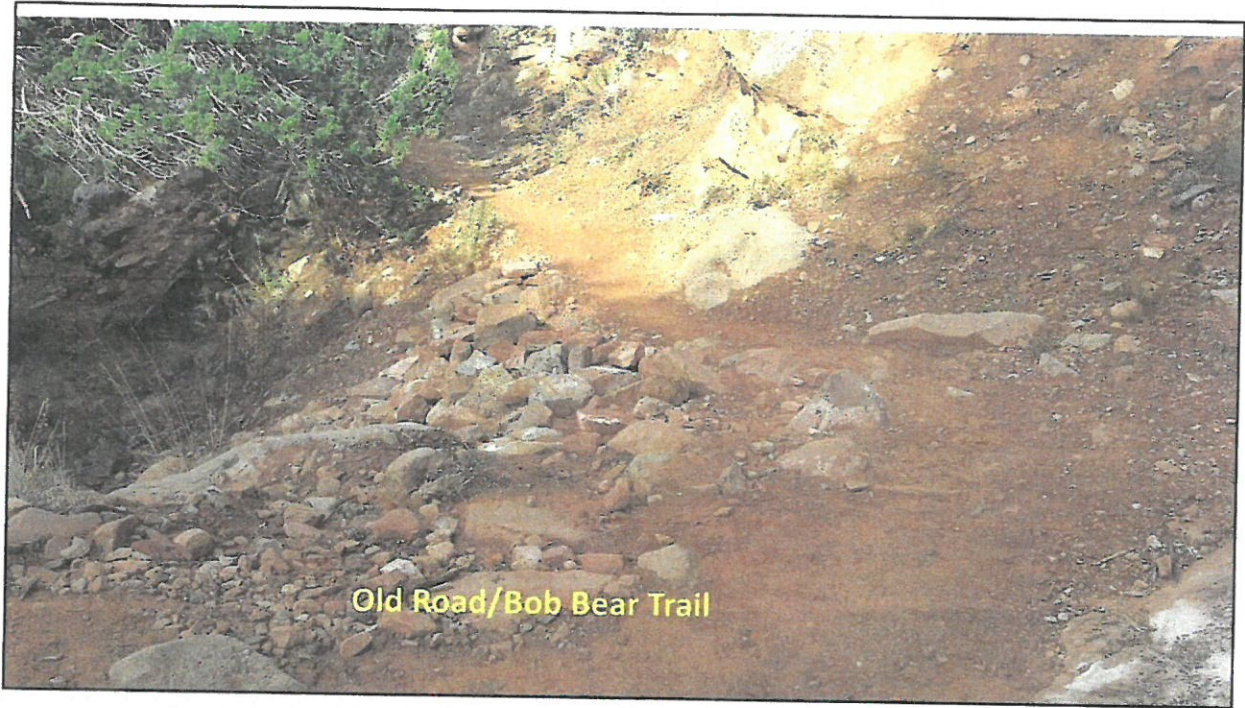
## CONDITIONS



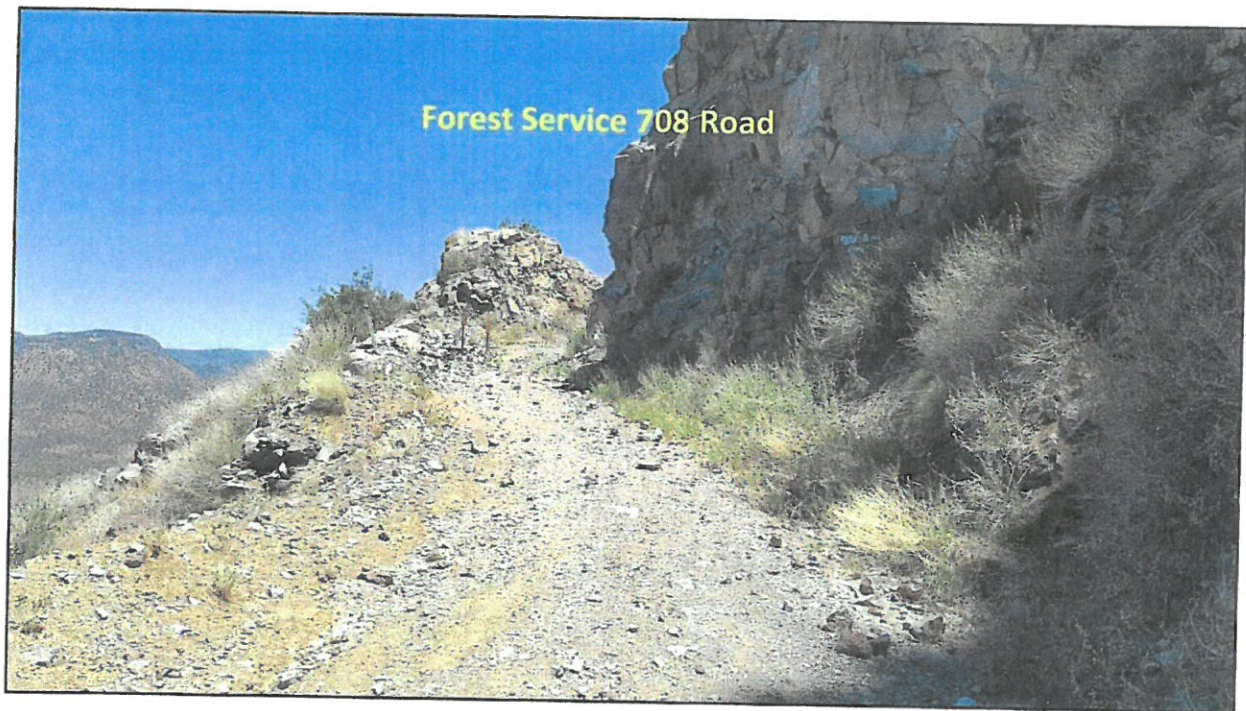
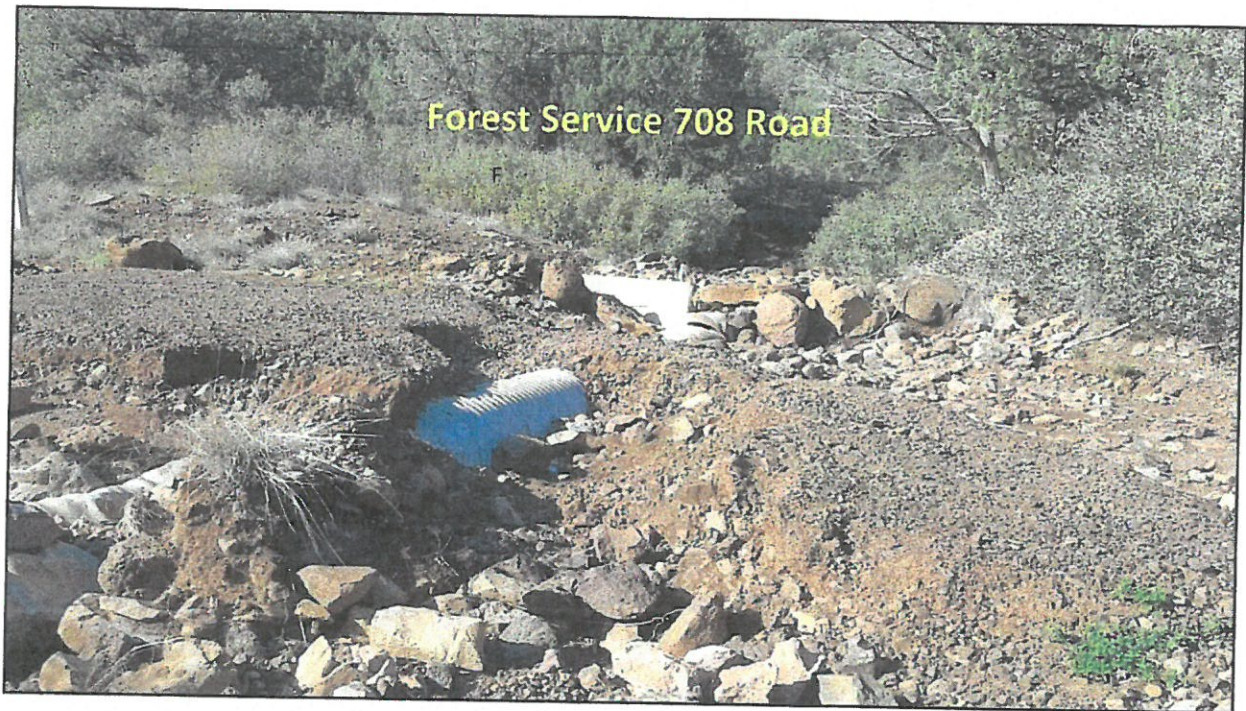








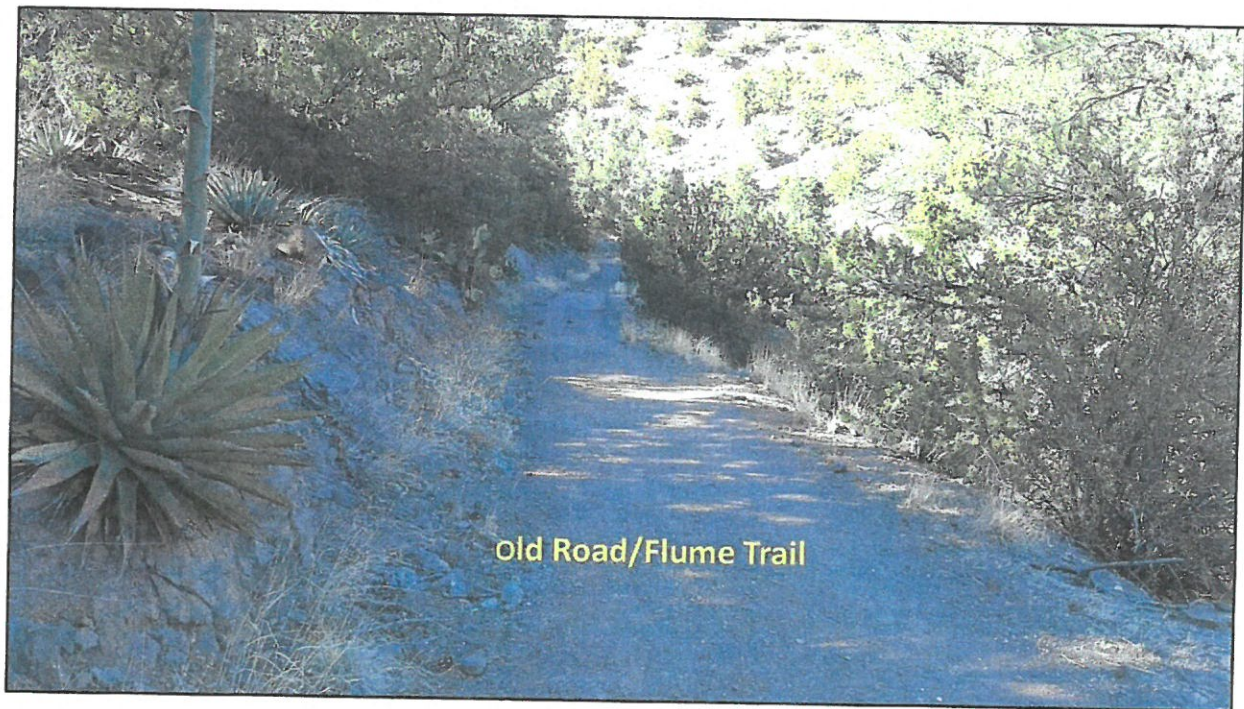
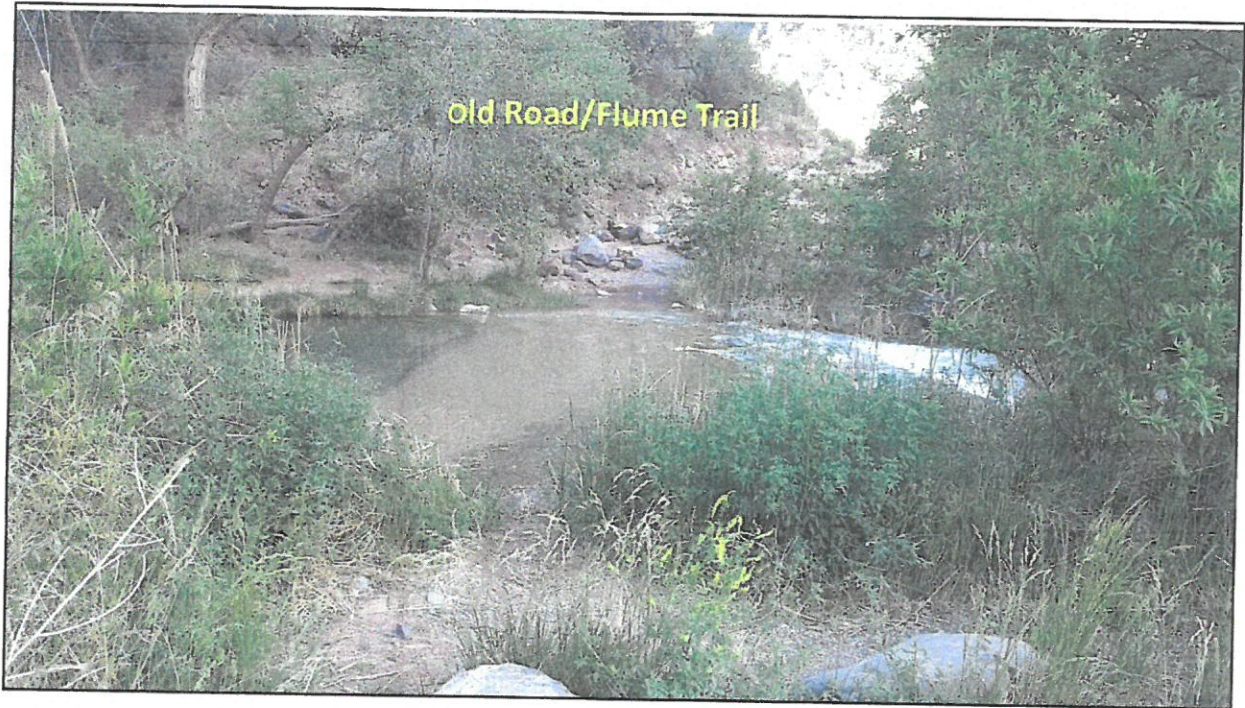
















**Tommie C. Martin, District I**  
610 E. Hwy 260, Payson, 85547  
(928) 402-8753  
(800) 304-4452, ext.7100  
[tmartin@gilacountyaz.gov](mailto:tmartin@gilacountyaz.gov)

**Tim R. Humphrey, District II**  
(928) 425-3231  
[thumphrey@gilacountyaz.gov](mailto:thumphrey@gilacountyaz.gov)

**Woody Cline, District III**  
(928) 402-4401  
[wcline@gilacountyaz.gov](mailto:wcline@gilacountyaz.gov)



**GILA COUNTY**  
**BOARD OF SUPERVISORS**  
1400 E. Ash Street  
Globe, Arizona 85501

**W. James Menlove,**  
**County Manager**  
(928) 402-4257  
[jmenlove@gilacountyaz.gov](mailto:jmenlove@gilacountyaz.gov)

**Marian Sheppard,**  
**Clerk of the Board of Supervisors**  
(928) 402-8757  
[msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov)

May 14, 2020

To Whom It May Concern:

I am writing in support of the Gila County Sheriff's Office' application for a grant to purchase a UTV and trailer.

Only 4 % of Gila County is privately owned. There are more than a thousand miles of forest service roads, with many of them in the northern part of the county. Each weekend the county experiences a wave of visitors to back country forest service roads and trails. Many of these locations can only be patrolled by a UTV. Gila County Sheriff Adam Shepherd advises these large numbers of visitors have placed an increased burden on his ability to patrol and respond to emergencies.

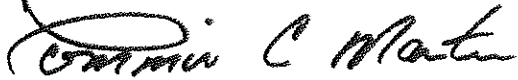
The Fossil Creek recreational area generates a higher level of law enforcement activity than other county recreational areas. Roads that in the past allowed for convenient access to patrol the Fossil Creek area have deteriorated to the point that a UTV is required for access and transit on the roads which in turn compounds patrol and emergency response duties. In addition, at any time the road from Strawberry to the waterfall trailhead becomes impassable to a full-sized patrol vehicle, then a UTV is required and what would have been a 20 minute response time to the waterfall area, now becomes a 40 mile, 2 plus hour drive up and over the Rim to reach the waterfall area.

Statutorily, sheriffs are responsible for search and rescue missions (§ARS 11-441.C). A UTV is desperately needed to coordinate the rescue operations performed each year. With the continuing deterioration of forest service roads in Gila County, there is a clear need for a UTV to deliver law enforcement patrols.

As Gila County District I Supervisor, I fully endorse the Sheriff's application for a grant to purchase a UTV and trailer. I am asking you to consider and approve the Gila County

Sheriff's Office application, as it would greatly enhance their ability to continue to deliver exceptional law enforcement services to the citizens of Gila County.

Sincerely,

A handwritten signature in black ink, reading "Tommie C. Martin". The signature is written in a cursive style with a large, stylized "T" and "M".

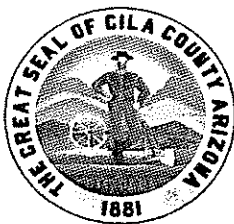
Tommie Martin  
Gila County Supervisor District I

TM/cs

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

**Tim R. Humphrey, District II**  
(928) 425-3231  
[thumphrey@gilacountyaz.gov](mailto:thumphrey@gilacountyaz.gov)

**Woody Cline, District III**  
(928) 402-4401  
[wcline@gilacountyaz.gov](mailto:wcline@gilacountyaz.gov)



**W. James Menlove,**  
**County Manager**  
(928) 402-4257  
[jmenlove@gilacountyaz.gov](mailto:jmenlove@gilacountyaz.gov)

**Marian Sheppard,**  
**Clerk of the Board of Supervisors**  
(928) 402-8757  
[msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov)

## GILA COUNTY

**From the Office of:**  
**Tim R. Humphrey**  
**Supervisor, District 2**

May 4, 2020

To Whom It May Concern:

I am writing in support of the Gila County Sheriff's Office' application for a grant to purchase a UTV and trailer

Only 4 % of Gila County is privately owned. There are more than a thousand miles of forest service roads, with many of them in the northern part of the County. Each weekend the county experiences a wave of visitors to back country forest service roads and trails. Many of these locations can only be patrolled by a UTV. Gila County Sheriff Adam Shepherd advises these large numbers of visitors have placed an increased burden on his ability to patrol and respond to emergencies.

The Fossil Creek recreational area generates a higher level of law enforcement activity than other county recreational areas. Roads that in the past allowed for convenient access to patrol the Fossil Creek area have deteriorated to the point that a UTV is required for access and transit on the roads which in turn compounds patrol and emergency response duties. In addition, at any time the road from Strawberry to the waterfall trailhead becomes impassable to a full-sized patrol vehicle, then a UTV is required and what would have been a 20 minute response time to the waterfall area, now becomes a 40 mile, 2 plus hour drive up and over the Rim to reach the waterfall area.

Statutorily, sheriffs are responsible for search and rescue missions (§ARS 11-441.C). A UTV is desperately needed to coordinate the rescue operations performed each year. With the continuing deterioration of forest service roads in Gila County, there is a clear need for a UTV to deliver law enforcement patrols.

Phone (928) 425-3231

Fax (928) 425-0319

T.D.D. (928) 425-0839

As Gila County District II Supervisor, I fully endorse the Sheriff's application for a grant to purchase a UTV and trailer. I am asking you to consider and approve the Gila County Sheriff's Office application, as it would greatly enhance their ability to continue to deliver exceptional law enforcement services to the citizens of Gila County.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Humphrey", enclosed within a simple oval outline.

Supervisor Tim Humphrey

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

**Tim R. Humphrey, District II**  
(928) 425-3231  
[thumphrey@gilacountyaz.gov](mailto:thumphrey@gilacountyaz.gov)

**Woody Cline, District III**  
(928) 402-4401  
[wcline@gilacountyaz.gov](mailto:wcline@gilacountyaz.gov)



**GILA COUNTY**  
**BOARD OF SUPERVISORS**  
1400 E. Ash Street  
Globe, Arizona 85501

**W. James Menlove,**  
**County Manager**  
(928) 402-4257  
[jmenlove@gilacountyaz.gov](mailto:jmenlove@gilacountyaz.gov)

**Marian Sheppard,**  
**Clerk of the Board of Supervisors**  
(928) 402-8757  
[msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov)

May 14, 2020

To Whom It May Concern:

I am writing in support of the Gila County Sheriff's Office' application for a grant to purchase a UTV and trailer.

Only 4 % of Gila County is privately owned. There are more than a thousand miles of forest service roads, with many of them in the northern part of the county. Each weekend the county experiences a wave of visitors to back country forest service roads and trails. Many of these locations can only be patrolled by a UTV. Gila County Sheriff Adam Shepherd advises these large numbers of visitors have placed an increased burden on his ability to patrol and respond to emergencies.


The Fossil Creek recreational area generates a higher level of law enforcement activity than other county recreational areas. Roads that in the past allowed for convenient access to patrol the Fossil Creek area have deteriorated to the point that a UTV is required for access and transit on the roads which in turn compounds patrol and emergency response duties. In addition, at any time the road from Strawberry to the waterfall trailhead becomes impassable to a full-sized patrol vehicle, then a UTV is required and what would have been a 20 minute response time to the waterfall area, now becomes a 40 mile, 2 plus hour drive up and over the Rim to reach the waterfall area.

Statutorily, sheriffs are responsible for search and rescue missions (§ARS 11-441.C). A UTV is desperately needed to coordinate the rescue operations performed each year. With the continuing deterioration of forest service roads in Gila County, there is a clear need for a UTV to deliver law enforcement patrols.

As Gila County District III Supervisor, I fully endorse the Sheriff's application for a grant to purchase a UTV and trailer. I am asking you to consider and approve the Gila County

Sheriff's Office application, as it would greatly enhance their ability to continue to deliver exceptional law enforcement services to the citizens of Gila County.

Sincerely,

A handwritten signature in cursive script, appearing to read "Woody Cline".

Woody Cline  
Gila County Supervisor District III

WC/cm



Senator Sylvia Allen  
Arizona State Senate  
District 6



**Committees:**  
Education, Chairman  
Health & Human Services  
Natural Resources & Energy  
Water & Agriculture

## Arizona State Senate

May 14, 2020

Mr. Robert Broscheid, Director  
Arizona State Parks  
23751 North 23 Avenue, Suite 190  
Phoenix, AZ 85085

Dear Director Broscheid,

In my role as State Senator for Legislative District 6 and as a member of the Senate Natural Resources and Energy Committee, I am aware of the large volume of visitors – more than 20,000 in 2019 – to Fossil Creek and its surrounding recreational area. Since Fossil Creek is also located within my legislative district, Gila County Sheriff Adam Shepherd advises me that this number of visitors creates a substantial additional workload on his patrol deputies.

I have been advised that there are three roads which have, in the past, allowed convenient access by patrol vehicles to the Fossil Creek area. Unfortunately, these roads have deteriorated to the point that a UTV is now required for deputies to patrol and respond to emergencies in the Fossil Creek area. If one of these access roads is closed to a full-sized patrol vehicle, deputies must then drive a 40-mile, 2-hour-plus drive on Highway 260 to reach the trailhead from the Camp Verde side.

The Gila County Sheriff's office is also responsible for all rescue operations in Gila County and needs the ability to respond with a UTV to support those life-saving operations in certain areas.

I understand that Sheriff Shepherd has applied for a grant from your agency to purchase a UTV for patrol and emergency response in the Fossil Creek recreational area. I fully support Sheriff Shepherd's application and trust that you will give his application due consideration. The approval of this grant application will greatly improve the Sheriff's ability to deliver essential services to the Fossil Creek area as well as across Gila County.

Thank you for your consideration. Please contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Sylvia Allen".

Senator Sylvia Allen  
Legislative District 6

SA:klb

BOB THORPE  
1700 WEST WASHINGTON, SUITE H  
PHOENIX, ARIZONA 85007-2844  
CAPITOL PHONE: (602) 926-5219  
CAPITOL FAX: (602) 417-3223  
TOLL FREE: 1-800-352-8404  
bthorpe@azleg.gov



COMMITTEES:  
TECHNOLOGY,  
Chairman  
ELECTIONS  
GOVERNMENT  
TRANSPORTATION

DISTRICT 6

Arizona House of Representatives  
Phoenix, Arizona 85007

May 14, 2020

Mr. Bob Broschild, Director  
Arizona State Parks  
23,751 North 23 Avenue  
Phoenix, AZ 85085

Director Broschild;

The Fossil Creek recreational area is located within my legislative District. I have personally hiked into the Upper Springs area of the Creek and I am well aware of the volume of visitors to the area and the burden on law enforcement patrols in the area. I'm also aware that two of the roads in the area can only be accessed by all-terrain vehicles. Today, deputies must hike up to 4 miles to patrol the Creek. While the third is closed to the public, but is available to access by rescue agency vehicles, stretches of the road require four wheel drive and/or all-terrain vehicles. The sheriff is also responsible for all rescue operations in the county and needs a UTV to support that life-saving operation

As such, I fully support Gila County Sheriff Adam Shepherds application for a grant to purchase a UTV and trailer to enhance his law enforcement and rescue operations.

Regards,

A handwritten signature in cursive script that reads "Bob Thorpe".

Bob Thorpe,  
STATE REPRESENTATIVE  
District 5

**ARF-6050**

**Regular Agenda Item 2. B.**

**Regular BOS Meeting**

Meeting Date: 06/02/2020

Submitted For: Jonathan Bearup, Court Administrator

Submitted By: Jonathan Bearup, Court Administrator

Department: Superior Court Division: Superior Court Administration

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Information

Request/Subject

The Superior Court is requesting the Board of Supervisors' approval on its Fiscal Year 2021 Field Trainer Grant Application.

Background Information

The Field Trainer program is a cooperative endeavor between the Administrative Office of the Courts ("AOC") and County trial courts. A Field Trainer is a full time, a co-funded position designed to provide field support and training to various courts. The Field Trainer acts as a liaison with the AOC and delivers specific pertinent information to court managers and staff about forthcoming automation initiatives and projects.

Evaluation

The Gila County courts, at all levels, continue to experience the introduction of important and intensive automation projects. The AOC recently launched "AZPOINT", a new platform for the filing of protective orders. Additionally, the "eFiling" system has been expanded out to additional case types greatly increasing the capacity for digital document filings. The corresponding component, "eBench" has similarly been expanded. The Superior Court believes that a Field Trainer will greatly assist with diffusing the necessary knowledge and conducting the appropriate training to ensure the successful implementation of these items. Additionally, the Field Trainer serves as the County (Courts') Training Coordinator and is responsible for presenting training opportunities for all staff to comply with the continuing judicial education mandate, "COJET". Lastly, the Filed Trainer also serves as a conduit to provide feedback and requests for assistance to the State-level.

The AOC provides \$25,000 of funding for salary and ERE of the position and the position has been incorporated into the Courts' Coordinated Budget since FY2018. Due to the retirement of the incumbent Field Trainer, and the hiring of a new Field Trainer, the County's contribution

will be approximately \$4,000 less than in previous years.

### Conclusion

Given the ongoing automation demands of the courts, the Superior Court would like to continue the position of Field Trainer to coordinate training and support.

### Recommendation

The Superior Court recommends that the Board of Supervisors approve the fiscal year 2021 Field Trainer Grant Application that will be submitted to the Court Services Division, AOC.

### Suggested Motion

Information/Discussion/Action to approve the Superior Court's submission of the fiscal year 2021 Field Trainer Grant Application to the Court Services Division, Administrative Office of the Courts, in the amount of \$25,000. **(Jon Bearup)**

---

### Attachments

FY21 Field Trainer Application

---

# FIELD TRAINER GRANT APPLICATION

## A. APPLICANT INFORMATION

1. COURT NAME: SUPERIOR COURT OF GILA COUNTY

2. CONTACT PERSON: JON BEARUP

3. TITLE: COURT ADMINISTRATOR

4. ADDRESS (STREET, CITY, STATE, ZIP: 1400 E. ASH STREET GLOBE, AZ 85501

5. PHONE: (928) 402-8672

6. FAX: (928) 425-3605

7. E-MAIL ADDRESS:  
JBEARUP@COURTS.AZ.GOV

8. HIRING DATE: MARCH 16, 2020

9. FUNDING PERIOD: FY21

## B. BUDGET INFORMATION

EXPENDITURE DETAIL	ACTUAL COST	REQUESTED NEW FUNDING	PREVIOUS REVERTED MONIES
9. SALARY	\$42,424.00	\$20,000	\$
10. ERE	\$16,559.35	\$5,000	\$
11. OTHER*	\$2,531.25	\$	\$
12. TOTAL	\$61,514.60	\$25,000	\$

13. \*DETAIL OTHER: EQUIPMENT: \$500; TRAVEL/TRAINING EXPENSES: \$750; ACAP DEVICE FEE: \$1,281.25

## C. FUNDING SOURCE

COMMITTED FUNDING	FUNDING SOURCE	LOCAL BALANCE	NAME OF COURT
\$36,514.60	COUNTY GENERAL FUND	\$N/A	SUPERIOR COURT OF GILA COUNTY
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$		\$	
\$		\$	
TOTAL:\$ 36,514.60		TOTAL: \$	

PLEASE NOTE: FUNDING IS CONTINGENT UPON THE AVAILABILITY OF STATE FUNDS AND THE CONTINUED ANNUAL APPROVAL OF FUNDING FOR THE FIELD TRAINER PROGRAM BY THE COT.

**D. SIGNATURE APPROVAL**

I certify that this request for funding has been discussed with administrative staff and judicial officers in the county. Funding awarded will be used for salary and ERE of the field trainer who will provide AZTEC case management training and support to the local superior, justice and municipal courts.

  
 PRESIDING JUDGE  
 SUPERIOR COURT


  
 DATE

  
 DESIGNATED FIELD TRAINER  
 SUPERVISOR

  
 DATE

  
 PLEASE PRINT NAME

  
 PLEASE PRINT NAME

  
 CLERK OF THE SUPERIOR COURT  
 (IF REQUIRED)

  
 DATE

 COUNTY BOARD OF  
 SUPERVISORS ( IF REQUIRED)

DATE

  
 PLEASE PRINT NAME

PLEASE PRINT NAME

**E. SIGNATURE APPROVAL FROM PARTICIPATING COURTS**

I certify that this request for funding is requested and has been reviewed. Funding awarded will be used towards the remaining budget of the field trainer who will provide AZTEC case management training and support to the local superior, justice, and municipal courts.

  
 PRESIDING JUDGE, JUSTICE OF THE  
 PEACE, MAGISTRATE

  
 DATE

 PRESIDING JUDGE, JUSTICE OF  
 THE PEACE, MAGISTRATE

DATE

  
 PLEASE PRINT NAME

PLEASE PRINT NAME

  
 COURT

COURT

 PRESIDING JUDGE, JUSTICE OF THE  
 PEACE, MAGISTRATE

DATE

 PRESIDING JUDGE, JUSTICE OF  
 THE PEACE, MAGISTRATE

DATE

PLEASE PRINT NAME

PLEASE PRINT NAME

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COURT

 PRESIDING JUDGE, JUSTICE OF THE  
 PEACE, MAGISTRATE

DATE

 PRESIDING JUDGE, JUSTICE OF  
 THE PEACE, MAGISTRATE

DATE

PLEASE PRINT NAME

PLEASE PRINT NAME

COURT

COURT

**REMINDER:** REQUEST MUST BE SIGNED BY EACH PARTICIPATING PRESIDING MAGISTRATE, JUDGE OR JUSTICE OF THE PEACE, AND THE PRESIDING JUDGE OF THE SUPERIOR COURT.

**NOTE:** PLEASE COPY THE SIGNATURE PAGE FOR ADDITIONAL SPACES, IF NECESSARY, FOR SIGNATURES OF ALL PARTICIPANTS.

**D. SIGNATURE APPROVAL**

I certify that this request for funding has been discussed with administrative staff and judicial officers in the county. Funding awarded will be used for salary and ERE of the field trainer who will provide AZTEC case management training and support to the local superior, justice and municipal courts.

PRESIDING JUDGE  
SUPERIOR COURT

DATE

DESIGNATED FIELD TRAINER  
SUPERVISOR

DATE

PLEASE PRINT NAME

PLEASE PRINT NAME

CLERK OF THE SUPERIOR COURT  
(IF REQUIRED)

DATE

COUNTY BOARD OF  
SUPERVISORS (IF REQUIRED)

DATE

PLEASE PRINT NAME

PLEASE PRINT NAME

**E. SIGNATURE APPROVAL FROM PARTICIPATING COURTS**

I certify that this request for funding is requested and has been reviewed. Funding awarded will be used towards the remaining budget of the field trainer who will provide AZTEC case management training and support to the local superior, justice, and municipal courts.

PRESIDING JUDGE, JUSTICE OF THE  
PEACE, MAGISTRATE

DATE

PRESIDING JUDGE, JUSTICE OF  
THE PEACE, MAGISTRATE

DATE

PLEASE PRINT NAME

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PRESIDING JUDGE, JUSTICE OF THE  
PEACE, MAGISTRATE

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THE PEACE, MAGISTRATE

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PEACE, MAGISTRATE

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PRESIDING JUDGE, JUSTICE OF  
THE PEACE, MAGISTRATE

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**REMIER:** REQUEST MUST BE SIGNED BY EACH PARTICIPATING PRESIDING MAGISTRATE, JUDGE OR JUSTICE OF THE PEACE, AND THE PRESIDING JUDGE OF THE SUPERIOR COURT.

**NOTE:** PLEASE COPY THE SIGNATURE PAGE FOR ADDITIONAL SPACES, IF NECESSARY, FOR SIGNATURES OF ALL PARTICIPANTS.

**ADDITIONAL SIGNATURE PAGE**

\_\_\_\_\_  
PRESIDING JUDGE, JUSTICE OF THE  
PEACE, MAGISTRATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRESIDING JUDGE, JUSTICE OF  
THE PEACE, MAGISTRATE

\_\_\_\_\_  
DATE

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PRESIDING JUDGE, JUSTICE OF THE  
PEACE, MAGISTRATE

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PRESIDING JUDGE, JUSTICE OF  
THE PEACE, MAGISTRATE

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PRESIDING JUDGE, JUSTICE OF THE  
PEACE, MAGISTRATE

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PRESIDING JUDGE, JUSTICE OF  
THE PEACE, MAGISTRATE

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PRESIDING JUDGE, JUSTICE OF THE  
PEACE, MAGISTRATE

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THE PEACE, MAGISTRATE

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PEACE, MAGISTRATE

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PRESIDING JUDGE, JUSTICE OF  
THE PEACE, MAGISTRATE

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COURT

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COURT



**ARF-6063**

**Regular Agenda Item 2. C.**

**Regular BOS Meeting**

Meeting Date: 06/02/2020

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

---

Information

Request/Subject

Adopt Resolution No. 20-06-01 designating Turner Hill Road in Young, Arizona, as a primitive road.

Background Information

Turner Hill Road begins at SR 288 and at the west boundary of parcel 305-26-002D as a primitive road. The road is in the community of Young.

Evaluation

Turner Hill Road meets the requirements of Public Works Policy No. PWS-001 "Guidelines to Primitive Roads" which was approved by the Board of Supervisors on Oct. 3, 2003, revised on December 1, 2004, and revised again on February 19, 2019.

Conclusion

Easements from property owners will need to be granted to Gila County. Once the easements are accepted by the County, providing maintenance as described in the Primitive Road Policy will consist of grading the road a few times a year. Providing maintenance on this road will not reduce the level of service to other roads in the Gila County Maintained Roadway System.

Recommendation

The Gila County Public Works Director recommends that the Board adopt Resolution No. 20-06-01 accepting the grants of roadway deeds for Turner Hill Road.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 20-06-01 accepting grants of roadway deeds for Turner Hill Road in Young, Arizona; establishing the road as a primitive road; accepting it into the Gila County Primitive Roads System; and authorizing the execution of the Primitive Road Easement. **(Steve Sanders)**

---

Attachments

Resolution No. 20-06-01

Docket 179, Pg. 441

Docket 302, Pg. 746

Exhibit A

---

When recorded please send to  
Marian Sheppard, BOS



#### RESOLUTION NO. 20-06-01

**A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ACCEPTING GRANTS OF ROADWAY DEEDS FROM EVA L. TURNER AS SHOWN ON DOCKET NUMBER 179, PAGE 441, GILA COUNTY RECORDS, AND DOCKET NUMBER 302, PAGE 146, GILA COUNTY RECORDS, AS SHOWN ON THE ATTACHED EXHIBIT "A"; ESTABLISHING TURNER HILL ROAD AS A PRIMITIVE ROAD; ACCEPTING TURNER HILL ROAD INTO THE GILA COUNTY PRIMITIVE ROADS SYSTEM; AND AUTHORIZING ITS CHAIRMAN TO EXECUTE THE NECESSARY DOCUMENTS ON BEHALF OF GILA COUNTY.**

**WHEREAS**, Eva L. Turner agreed to grant Gila County roadway deeds for the purpose of a public roadway; and,

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

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

**WHEREAS**, Turner Hill Road was opened prior to June 13, 1990 and was not constructed in accordance with County standards; and,

**WHEREAS**, Turner Hill Road shall be signed as a Primitive Road in locations along said road to adequately warn the public; and,

**WHEREAS**, the signs shall state *Primitive Road, Caution, Use at Your Own Risk. This surface is not regularly maintained*; and,

**WHEREAS**, the Board of Supervisors finds that the public interest will be served by designating Turner Hill Road as shown on the attached Exhibit "A" as a Primitive Road in accordance with A.R.S. § 28-6706;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors that grants of roadway deeds from Eva L. Turner are hereby accepted; Turner Hill Road as shown on the attached Exhibit "A" shall be designated as a Primitive Road and accepted for maintenance into the Gila County Primitive Roads System; and the Board's Chairman shall be authorized to execute the necessary documents on behalf of Gila County.

**PASSED AND ADOPTED** this 2<sup>nd</sup> day of June 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

# EXHIBIT "A"

N QUARTER CORNER  
SECTION 20, T9N R14E

TONTO  
NATIONAL  
FOREST

W TURNER HILL ROAD

DOCKET 302  
PAGE 746

NW CORNER  
OF THE SW QUARTER  
OF THE NE QUARTER

W TURNER HILL ROAD

DOCKET 179  
PAGE 441

STATE HWY 288



**W TURNER HILL ROAD - A THIRTY FOOT WIDE PUBLIC RIGHT-OF-WAY PER DEEDS RECORDED IN DOCKET 179, PAGE 441; DOCKET 187, PAGE 18 AND CORRECTED DEED RECORDED IN DOCKET 302, PAGE 746 IN THE OFFICE OF THE GILA COUNTY RECORDER.**

Gila County Public Works

**STEVE SANDERS, DIRECTOR**

745 N. Rose Mofford Way  
Globe, AZ 85501

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

W TURNER HILL ROAD  
PUBLIC RIGHT-OF-WAY  
YOUNG ARIZONA



NOT TO SCALE

STATE OF ARIZONA, County of Gila, ss:

I do hereby certify that the within instrument was filed and recorded at request of Phoenix Title & Trust CompanyDate July 20, 1965 Time 1:55 P. M., Docket 179 Official Records Page 441.  
Records of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

DORIS PARKIN, County Recorder

280182

By Doris Parkin Recorder.D E E D

KNOW ALL MEN BY THESE PRESENTS:

That I EVA L. TURNER of the Town of Young, County of Gila,  
State of Arizona for a valuable consideration do hereby dedicate,  
grant and convey to the public for use as a roadway the follow-  
ing described property, situate in Gila County, Arizona:

That certain piece or parcel of land situate and  
being a portion of Section 20, Township 9 North,  
Range 14 East, Gila and Salt River Base and Meridian,  
Gila County, Arizona, more particularly described  
as follows, to-wit:

BEGINNING at the Northwest Corner of the Southwest  
 $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 20 a marked  
stone near an old fence corner; thence South  $89^{\circ} 53'$   
East a distance of 750.50 feet to the Westerly Right  
of way line of State Highway No. 288; thence South  
 $14^{\circ} 52'$  West a distance of 31.04 feet along the  
Right of way line; thence North  $89^{\circ} 53'$  West a  
distance of 742.38 feet; thence North  $0^{\circ} 17'$   
West a distance of 30.00 feet to point of beginning.

In the event that said premises should cease to be  
used as a roadway, title to the said property shall revert back  
to the grantor her successors, grantees or assigns.

IN WITNESS WHEREOF, I hereto set my hand at Globe, Arizona  
this 20<sup>th</sup> day of July, 1965.

Eva L. Turner

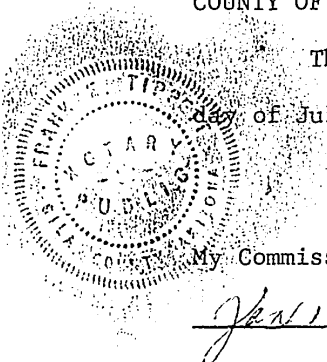
STATE OF ARIZONA )  
                          ) SS.  
COUNTY OF GILA )

This instrument was acknowledged before me this 20<sup>th</sup>  
day of July, 1965 by EVA L. TURNER.

Therese E. Zippin

My Commission Expires:

JAN 12, 1969



CORRECTED DEED

KNOW ALL MEN BY THESE PRESENTS:

I, EVA L. TURNER, a widow, for a valuable consideration, do hereby dedicate, grant and convey to the Public for use as a roadway, the following described property situated in Gila County, State of Arizona, to-wit:

That certain piece or parcel of land situate and being a portion of the Northwest 1/4 of the Northeast 1/4 of Section 20, Township 9 North, Range 14 East, Gila and Salt River Base and Meridian, Gila County, Arizona, more particularly described as follows, to-wit:

Beginning at a point from which the North 1/4 corner of said Section 20, Township 9 North, Range 14 East bears North 0°17' East a distance of 346.80 feet; thence South 89°43' East a distance of 254.53 feet; thence South 0°17' West a distance of 30.00 feet; thence North 89°43' West a distance of 224.53 feet; thence South 0°17' West a distance of 950.92 feet; thence North 89°53' West a distance of 30.00 feet to a marked stone, the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 20; thence North 0°17' East a distance of 981.00 feet to the point of beginning.

In the event that said premises should cease to be used as a roadway, title to the said property shall revert back to the grantor, her successors, grantees or assigns.

THIS DEED is given to correct the legal description in that certain deed dated January 24, 1966, signed by EVA L. TURNER, and recorded in Docket 187, Page 18, in the Office of the County Recorder of Gila County, Arizona,



1 on January 24, 1966.

2 IN WITNESS WHEREOF, I have hereunto set my hand  
3 this 8th day of June, 1971.

4 Eva L. Turner  
5  
6 Eva L. Turner

7 STATE OF ARIZONA )  
8 ) SS.  
9 COUNTY OF GILA )

10 This instrument was acknowledged before me this  
11 8th day of June, 1971 by EVA L. TURNER, a widow.

12 Pat Miller  
13 Notary Public

14 My Commission Expires

15 March 1, 1975

BEELAR AND TIPPETT  
ATTORNEYS AT LAW  
COURTHOUSE  
GLOBE, ARIZONA 85501

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STATE OF ARIZONA, County of Gila, ss:

I do hereby certify that the within instrument was filed and recorded at request of Gila County Abstract Company

Date June 18, 1971 Time 1:20 P. M., Docket 302 Official Records Page 746,  
Record of Gila County, Arizona.

WITNESS my hand and official seal the day and year first above written.

James R. Turner  
Rt. 1, Box 32-F  
Globe, Az., 85501

INDEXED

DORIS PARKIN, County Recorder

By Mary V. DePaoli Deputy.

PAGED

# EXHIBIT "A"

N QUARTER CORNER  
SECTION 20, T9N R14E

TONTO  
NATIONAL  
FOREST

W TURNER HILL ROAD

DOCKET 302  
PAGE 746

NW CORNER  
OF THE SW QUARTER  
OF THE NE QUARTER

W TURNER HILL ROAD

DOCKET 179  
PAGE 441

STATE HWY 288



**W TURNER HILL ROAD - A THIRTY FOOT WIDE PUBLIC RIGHT-OF-WAY PER DEEDS RECORDED IN DOCKET 179, PAGE 441; DOCKET 187, PAGE 18 AND CORRECTED DEED RECORDED IN DOCKET 302, PAGE 746 IN THE OFFICE OF THE GILA COUNTY RECORDER.**

Gila County Public Works

STEVE SANDERS, DIRECTOR

745 N. Rose Mofford Way  
Globe, AZ 85501

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

W TURNER HILL ROAD  
PUBLIC RIGHT-OF-WAY  
YOUNG ARIZONA



NOT TO SCALE

**ARF-6058**

**Regular Agenda Item 2. D.**

**Regular BOS Meeting**

Meeting Date: 06/02/2020

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY20-21

Budgeted?: Yes

Contract Dates 7/1/2020 - 6/30/2021 Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

---

Information

Request/Subject

Request approval of Contract No. 040320-A to ATOZEN, LLC DBA Sanders Transport and No. 040320-B to Lamont Mortuary of Globe for the provision of autopsy transport services.

Background Information

Currently, the funeral homes are used to transport deceased persons from their location to the location where the autopsy will be performed. There are no current contracts in place identifying pricing and availability. In order to secure the service when needed, it is the desire of the County to enter into service contracts that provide specific costs and are deemed in the best interest of the County. Proposals were publicly opened on May 13, 2020, and 2 responsive and responsible proposals were received from ATOZEN, LLC DBA Sanders Transport and Lamont Mortuary of Globe.

Evaluation

The transport service is necessary and required to transport deceased persons when an autopsy is necessary as determined by the County Attorney. Negotiated contracts need to be in place to secure pricing for a specified period. Of the proposals evaluated the following proposals were deemed the best overall value for Gila County based on pricing and geographical location to provide services. Award contract to ATOZEN, LLC DBA Sanders Transport for the following areas: Gisela, Globe, Hayden, Miami, Payson, Pine-Strawberry, Punkin Center, Rye, Star Valley, Winkelman, and other locations within Gila County. Award contract to Lamont Mortuary of Globe for the following areas: Roosevelt, San Carlos,

Tonto Basin, Young.

Conclusion

It is in the best interest of the County to award contracts to provide autopsy transport services as required.

Recommendation

Staff recommends approval.

Suggested Motion

Information/Discussion/Action to approve Contract No. 040320-A to ATOZEN, LLC DBA Sanders Transport in the amount of \$45,000, and Contract No. 040320-B to Lamont Mortuary of Globe in the amount of \$25,000 for the provision of autopsy transport services. **(Mary Springer)**

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Attachments

Request to Advertise

Notice of Invitation for Bids

IFB 040320

IFB 040320 Bid Results

IFB 040320 Bid Analysis

IFB 040320 Sign in Sheet

Contract 040320-A ATO ZEN

Contract 040320-B Lamont

Addendum No. 1 to Notice Of Invitation for Bids No. 040320

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**GILA COUNTY  
NOTICE OF INVITATION FOR BIDS NO. 040320  
TRANSPORT FOR AUTOPSY SERVICES**

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Notice is hereby given that Gila County is requesting proposals from qualified Contractors for Transport for Autopsy Services.

**SUBMITTAL DUE DATE:** 11:00 AM, MST, May 13, 2020

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

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

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

All proposals shall be made on the Invitation for Bids forms included in this IFB No. 040320 package and shall include all applicable taxes.

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

[http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php) and downloading the file. Bidders are strongly encouraged to carefully read the entire request for proposal.

Any questions regarding this Invitation for Bids shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov), 928-402-4355.

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

Dates advertised in the Arizona Silver Belt: **April 29, 2020 and, May 6, 2020 and Payson Roundup May 1, 2020 and, May 5, 2020.**

Signed:   
Woody Cline, Chairman of the Board

Date: 4 / 21 / 2020

Signed:   
The Gila County Attorney's Office

Date: 4 / 21 / 2020



**GILA COUNTY**  
**INVITATION FOR BIDS (IFB) NO. 040320**

**TRANSPORT FOR AUTOPSY SERVICES**

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



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

**\*COUNTY MANAGER\***  
James Menlove





**GILA COUNTY  
NOTICE OF INVITATION FOR BIDS NO. 040320  
TRANSPORT FOR AUTOPSY SERVICES**

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Signed: \_\_\_\_\_  
Woody Cline, Chairman of the Board

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed: \_\_\_\_\_  
The Gila County Attorney's Office

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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**INTENT**

**INVITATION FOR BIDS FOR: Transport for Autopsy Services**

**INTENT:**

Gila County has entered into a contract with the Pinal County Medical Examiner's Office for autopsy services. The purpose of this request for bids is to establish pricing for transportation of deceased persons when an autopsy is determined to be necessary by the County Attorney.

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

## **SCOPE OF WORK:**

### Transport for Autopsy Services

#### Contractor Responsibility:

Contractor must adhere to the following:

A. After the deceased has been classified as a Medical Examiner's case, the Contractor will pick up and transport the deceased person(s) from the public way, private residences, businesses, hospitals, and other such locations as required.

Note: The Respondent must not subcontract the transport of deceased persons. Respondent's proposal will be deemed non-responsive and rejected if proposal shows that Respondent has subcontracted the transport of any deceased person.

B. Entry on or into a death scene location must be approved only after clearance by law enforcement personnel in charge of the investigation. The Contractor must exercise extreme caution in its attempts to avoid disturbing such scenes and will remain on such locations as briefly as possible.

C. Once a transport has begun, Contractor will be prohibited from stopping at any other location, except for purposes of having a decedent pronounced dead, while enroute to the Medical Examiner's Office at Pinal County ME, 570 West Adamsville Road, Florence, Arizona 85132.

D. Extreme caution must be used when transporting deceased persons to minimize post-mortem trauma to the body.

E. While transporting the deceased, the Contractor will be prohibited from using filming or taping devices of any kind including, but not limited to, cameras, video cameras, audio recorders, or the like.

F. Deceased persons must be transported one at a time. In certain circumstances, a maximum of two (2) bodies can be transported from the same incident/scene with the approval of the Medical Examiner and the investigating officer on the scene, and only if ample room in the transport vehicle exists. Under no circumstances will one body be stacked atop another. At no time will a deceased person from different incidents/scenes be transported together.

G. When a situation occurs in which the maximum of two (2) deceased persons from the same incident/scene are transported together, a tagging system must be used to keep identification of the decedents correct.

H. Contractor will be required to witness an inventory of any evidence or personal effects, including but not limited to any and all medications which may be brought in with the body. Both the Medical Examiner and the Contractor must sign the inventory sheet, certifying the contents.

I. Contractor, or any director, stockholder, officer of, partner to, principal employee of, or any member of any of their immediate families must never refer, "steer, or lead" any persons to their own or any other funeral homes, attorneys, or florist shops.

J. Vehicles must be suitable for the task of transporting deceased persons (panel vans, hearse-type vehicles).

K. Vehicles must be properly insured and equipped with working theft-prevention devices. All vehicles and equipment required to perform under this contract must meet Federal, State, and City requirements (including all OSHA regulations) at a minimum prior to commencement of operations and during the term of the contract.

L. Any vehicle to be used by the Contractor must have a valid Arizona State license plate.

M. All Contractors' employees transporting deceased persons must have valid state driver's licenses. Proof of issuance must be provided at time of award of the contract and at any time during the contract, upon request by the County.

N. Contractor must submit their training protocol for employees that transport deceased persons.

O. The Contractor and their employees are prohibited from conveying any information in any way to the family of the deceased, the media, attorneys or their agents, or medical personnel in relation to or about their services for the County and Medical Examiner's cases. Contractor must not distribute, leave, or supply information about their services at any scene, residence, or hospital where they are called to transport deceased persons for the County or the Medical Examiner.

P. The Contractor must have a contact person able to understand and communicate in spoken and written English available, twenty-four (24) hours a day, seven (7) days a week three hundred sixty five (365) days a year. Contact person must know the geography of the County, and the standard operating requirements of the Sheriff's Office, Police Departments and Medical Examiner's Office.

#### **MINIMUM QUALIFICATIONS:**

Qualifying experience includes: Ability to respond to requests for services 24/7, 365 days per week with appropriate trained personnel and equipment to transport deceased individuals for autopsy services.

#### **SCOPE:**

It is the intent of Gila County to award a contract to a qualified Contractor for Transport for Autopsy Services

See page 20 of Bid Packet for Price Proposal.

#### **INFORMATION REQUESTS**

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

## **INSTRUCTIONS TO BIDDERS**

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

### **EXHIBIT "A" INSTRUCTIONS TO BIDDERS**

#### **Preparation of Sealed Proposal**

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

### **Addendum**

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

1. Completion of the bidder checklist & addenda acknowledgment form, page 27.
2. Copies of all addenda must be attached to the submittal.

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

### **Inquiries**

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. **Questions received after 3:00 P.M., Thursday, May 7, 2020 will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **Late Proposals**

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

### **Submittal Proposal Format:**

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



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

<p><b>The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "TRANSPORT FOR AUTOPSY SERVICES", Proposal No., "040320", Date "May 13, 2020", and time "11:00 AM" of proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.</b></p>
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## **GENERAL TERMS AND CONDITIONS**

### **Award of Contract**

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

### **Protests**

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

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

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

### **Laws and Ordinances**

This agreement shall be governed and enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

## **EXHIBIT "B" CONTRACT AWARD AGREEMENT**

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

### **Overcharges by Antitrust Violations**

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

### **Authority to Contract**

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

### **Contract Amendments**

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

### **Contract Default**

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

### **Right to Assurance**

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

### **Co-op Use of Contract – Intergovernmental Purchasing**

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

### **Cancellation of County Contracts**

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

### **Termination of Contract**

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

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

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

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



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

### **Indemnification Clause**

Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "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 the Contractor will be responsible for primary loss investigation, defense and judgment costs.

### **General**

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

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

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

The insurance requirements herein are minimum requirements for this contract and do not limit the indemnity covenants contained in this contract. The county does not warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as may be determined necessary.

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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4. **Professional Liability (Errors and Omissions Liability)**

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

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

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

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

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The county does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the county with certificates of insurance (ACORD form or equivalent approved by the county) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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## **MINIMUM SPECIFICATIONS**

### **EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS**

#### **Purpose**

It is the intent of this invitation for proposals to enter into a contract with a qualified Contractor to provide TRANSPORT FOR AUTOPSY SERVICES for Gila County.

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

#### **SECTION 1.0**

##### **General Purpose**

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

## **SECTION 2.0**

### **Proposal Pricing & Term**

- 1.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for one year from the date of award. The county shall have the option to renew the contract for three (3) additional one (1) year periods upon agreement of both parties.

## **SECTION 3.0**

### **3.1 Evaluation of Proposal and Negotiations**

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

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

### **3.2 Negotiations with Individual Contractors**

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



## QUALIFICATION AND CERTIFICATION FORM

### EXHIBIT "D" Bidder Qualifications and Certification

#### **Purpose**

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

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

#### **Contract Number 040320 TRANSPORT FOR AUTOPSY SERVICES**

The applicant submitting this proposal warrants the following:

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

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2. Has Contractor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.
4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)? \_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this contract.
5. Contractor must also provide at least the following information:
  - a. A brief history of the Contractor.
  - b. A cost proposal shall be submitted on the price sheet, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the scope of services described herein; shall be submitted on the reference list, attached hereon and made a full part of this contract by this reference.
  - d. List the specific qualifications the Contractor has in supplying the specified services.
  - e. Gila County reserves the right to request additional information.

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** \_\_\_\_\_  
(If Applicable)

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

7. **Current Contractor Business Arizona License Number:** \_\_\_\_\_  
(If Applicable)

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

**PRICE SHEET**

Please complete price sheet in its entirety for the services provided in IFB 040320 TRANSPORT FOR AUTOPSY SERVICES.

**Contractor Name:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_

Pricing: for transportation to 570 West Adamsville Road, Florence, Arizona 85132

<b>Gila County Cities &amp; Towns</b>	<b>Price for Transport</b>
Gisela	
Globe	
Hayden	
Miami	
Payson	
Pine-Strawberry	
Punkin Center	
Roosevelt	
Rye	
San Carlos	
Star Valley	
Tonto Basin	
Winkelman	
Young	
Other locations within Gila County	

<b>Body Bags</b>	<b>Price</b>
Small	
Medium	
Large	
X-Large	

<b>Refrigerated Storage</b>	<b>Price</b>
Cost per Day	

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

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

### **REFERENCE LIST**

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

#### **References**

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

1. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Name of Business**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Title**

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

STATE OF ARIZONA                    )  
  )ss  
COUNTY OF GILA                    )

\_\_\_\_\_  
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is \_\_\_\_\_  
(Title)

Of \_\_\_\_\_ and  
(Name of Business)

That he or she is submitting a proposal on **TRANSPORT FOR AUTOPSY SERVICES, IFB NO. 040320** and,

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

That neither he or she nor anyone associated with the said \_\_\_\_\_

\_\_\_\_\_  
(Name of Business)

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

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Notary Public



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

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

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

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

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Typed Name and Title of Authorized Representative

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Signature of Authorized Representative

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

### **CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **Bid No. 040320 TRANSPORT FOR AUTOPSY SERVICES**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

---

**Signature of Authorized Representative**

---

**Printed Name**

---

**Title**

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

Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the state and federal immigration laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the state and federal immigration laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting Contractor to penalties up to and including suspension or termination of this contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of county's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that county may inspect the subcontractor's books and records to insure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

---

**Signature of Authorized Representative**

---

**Printed Name**

---

**Title**

### **ISRAEL BOYCOTT CERTIFICATION**

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

## BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

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

### CHECKLIST:

#### REQUIRED DOCUMENT

#### COMPLETED AND EXECUTED

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

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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### ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Contractor:

\_\_\_\_\_  
By:

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Invitation for Bids: Bid No. 040320 TRANSPORT FOR AUTOPSY SERVICES. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, May 13, 2020, 11:00 a.m.



**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 040320 TRANSPORT FOR AUTOPSY SERVICES**

**Contractor Submitting Proposal:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**For clarification of this offer, contact:**

Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Person to Sign**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

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

**ACCEPTANCE OF OFFER**

(For Gila County use only)

***The Offer is hereby Accepted:***

The Contractor \_\_\_\_\_ is now bound to provide the materials or services listed in IFB No.: 040320, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as **Contract No. 040320**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

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

**GILA COUNTY BOARD OF SUPERVISORS:**

**CONTRACTOR:**

\_\_\_\_\_  
Woody Cline, Chairman, Board of Supervisors

\_\_\_\_\_  
Authorized Signature

**ATTEST:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**

\_\_\_\_\_  
The Gila County Attorney's Office

## EXHIBIT "K"

R  
A  
N  
K  
I  
N  
G

## BID RESULTS



GILA COUNTY

BID 040320

TITLE: Transport for Autopsy Services

BID DUE

NO.: 040320 DATE: May 13, 2020

	BIDDER FIRM NAME	BID AMOUNT	COMMENTS
1	Sanders Transport	See Attached	
2	Lamont Mortuary	See Attached	
3			
4			
5			
6			

**IFB 040320 Transport for Autopsy Service**

Gila County Cities & Towns	Price for Transport	Sanders	Lamont
Gisela		\$ 370.00	N/A
Globe		\$ 255.00	\$ 265.00
Hayden		\$ 270.00	\$ 365.00
Miami		\$ 235.00	\$ 265.00
Payson		\$ 384.00	N/A
Pine-Strawberry		\$ 428.00	N/A
Punkin Center		\$ 358.00	\$ 365.00
Roosevelt		\$ 313.00	\$ 265.00
Rye		\$ 391.00	N/A
San Carlos		\$ 306.00	\$ 265.00
Star Valley		\$ 395.00	N/A
Tonto Basin		\$ 353.00	\$ 300.00
Winkleman		\$ 275.00	\$ 365.00
Young		\$ 393.00	\$ 365.00
Other locations within Gila County		Based on location Avg \$338	Local S. Gila County \$265

**GILA COUNTY**



**Title** Transport for Autopsy Services IFB 040320

Time 11:00 AM

**1350 E. Monroe Street-Copper Building-Globe AZ 85501**

[illegible]

**GILA COUNTY**

**INVITATION FOR BIDS (IFB) NO. 040320**

**TRANSPORT FOR AUTOPSY SERVICES**

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



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

**\*COUNTY MANAGER\***  
James Menlove





**GILA COUNTY  
NOTICE OF INVITATION FOR BIDS NO. 040320  
TRANSPORT FOR AUTOPSY SERVICES**

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Notice is hereby given that Gila County is requesting proposals from qualified Contractors for Transport for Autopsy Services.

**SUBMITTAL DUE DATE:** 11:00 AM, MST, May 13, 2020

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

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

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

All proposals shall be made on the Invitation for Bids forms included in this IFB No. 040320 package and shall include all applicable taxes.

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

[http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php) and downloading the file. Bidders are strongly encouraged to carefully read the entire request for proposal.

Any questions regarding this Invitation for Bids shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov), 928-402-4355.

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

Dates advertised in the Arizona Silver Belt: April 29, 2020 and, May 6, 2020 and Payson Roundup May 1, 2020 and, May 5, 2020.

Signed:   
Woody Cline, Chairman of the Board

Date: 4 / 21 / 2020

Signed:   
The Gila County Attorney's Office

Date: 4 / 21 / 2020

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**INTENT**

**INVITATION FOR BIDS FOR: Transport for Autopsy Services**

**INTENT:**

Gila County has entered into a contract with the Pinal County Medical Examiner's Office for autopsy services. The purpose of this request for bids is to establish pricing for transportation of deceased persons when an autopsy is determined to be necessary by the County Attorney.

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

## **SCOPE OF WORK:**

### Transport for Autopsy Services

#### Contractor Responsibility:

Contractor must adhere to the following:

A. After the deceased has been classified as a Medical Examiner's case, the Contractor will pick up and transport the deceased person(s) from the public way, private residences, businesses, hospitals, and other such locations as required.

Note: The Respondent must not subcontract the transport of deceased persons. Respondent's proposal will be deemed non-responsive and rejected if proposal shows that Respondent has subcontracted the transport of any deceased person.

B. Entry on or into a death scene location must be approved only after clearance by law enforcement personnel in charge of the investigation. The Contractor must exercise extreme caution in its attempts to avoid disturbing such scenes and will remain on such locations as briefly as possible.

C. Once a transport has begun, Contractor will be prohibited from stopping at any other location, except for purposes of having a decedent pronounced dead, while enroute to the Medical Examiner's Office at Pinal County ME, 570 West Adamsville Road, Florence, Arizona 85132.

D. Extreme caution must be used when transporting deceased persons to minimize post-mortem trauma to the body.

E. While transporting the deceased, the Contractor will be prohibited from using filming or taping devices of any kind including, but not limited to, cameras, video cameras, audio recorders, or the like.

F. Deceased persons must be transported one at a time. In certain circumstances, a maximum of two (2) bodies can be transported from the same incident/scene with the approval of the Medical Examiner and the investigating officer on the scene, and only if ample room in the transport vehicle exists. Under no circumstances will one body be stacked atop another. At no time will a deceased person from different incidents/scenes be transported together.

G. When a situation occurs in which the maximum of two (2) deceased persons from the same incident/scene are transported together, a tagging system must be used to keep identification of the decedents correct.

H. Contractor will be required to witness an inventory of any evidence or personal effects, including but not limited to any and all medications which may be brought in with the body. Both the Medical Examiner and the Contractor must sign the inventory sheet, certifying the contents.

I. Contractor, or any director, stockholder, officer of, partner to, principal employee of, or any member of any of their immediate families must never refer, "steer, or lead" any persons to their own or any other funeral homes, attorneys, or florist shops.

J. Vehicles must be suitable for the task of transporting deceased persons (panel vans, hearse-type vehicles).

- K. Vehicles must be properly insured and equipped with working theft-prevention devices. All vehicles and equipment required to perform under this contract must meet Federal, State, and City requirements (including all OSHA regulations) at a minimum prior to commencement of operations and during the term of the contract.
- L. Any vehicle to be used by the Contractor must have a valid Arizona State license plate.
- M. All Contractors' employees transporting deceased persons must have valid state driver's licenses. Proof of issuance must be provided at time of award of the contract and at any time during the contract, upon request by the County.
- N. Contractor must submit their training protocol for employees that transport deceased persons.
- O. The Contractor and their employees are prohibited from conveying any information in any way to the family of the deceased, the media, attorneys or their agents, or medical personnel in relation to or about their services for the County and Medical Examiner's cases. Contractor must not distribute, leave, or supply information about their services at any scene, residence, or hospital where they are called to transport deceased persons for the County or the Medical Examiner.
- P. The Contractor must have a contact person able to understand and communicate in spoken and written English available, twenty-four (24) hours a day, seven (7) days a week three hundred sixty five (365) days a year. Contact person must know the geography of the County, and the standard operating requirements of the Sheriff's Office, Police Departments and Medical Examiner's Office.

#### **MINIMUM QUALIFICATIONS:**

Qualifying experience includes: Ability to respond to requests for services 24/7, 365 days per week with appropriate trained personnel and equipment to transport deceased individuals for autopsy services.

#### **SCOPE:**

It is the intent of Gila County to award a contract to a qualified Contractor for Transport for Autopsy Services

See page 20 of Bid Packet for Price Proposal.

#### **INFORMATION REQUESTS**

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

## INSTRUCTIONS TO BIDDERS

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

### EXHIBIT "A" INSTRUCTIONS TO BIDDERS

#### **Preparation of Sealed Proposal**

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



### **Addendum**

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

1. Completion of the bidder checklist & addenda acknowledgment form, page 27.
2. Copies of all addenda must be attached to the submittal.

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

### **Inquiries**

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. **Questions received after 3:00 P.M., Thursday, May 7, 2020 will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **Late Proposals**

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

### **Submittal Proposal Format:**

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

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Instructions to Bidders continued...

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

**The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "TRANSPORT FOR AUTOPSY SERVICES", Proposal No., "040320", Date "May 13, 2020", and time "11:00 AM" of proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.**

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## **GENERAL TERMS AND CONDITIONS**

### **Award of Contract**

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

### **Protests**

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

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

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

#### **Laws and Ordinances**

This agreement shall be governed and enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.

## **EXHIBIT "B" CONTRACT AWARD AGREEMENT**

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

### **Overcharges by Antitrust Violations**

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

### **Authority to Contract**

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

### **Contract Amendments**

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

### **Contract Default**

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

### **Right to Assurance**

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

### **Co-op Use of Contract – Intergovernmental Purchasing**

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

### **Cancellation of County Contracts**

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

### **Termination of Contract**

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

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

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

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



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

#### **Indemnification Clause**

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

#### **General**

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

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

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

The insurance requirements herein are minimum requirements for this contract and do not limit the indemnity covenants contained in this contract. The county does not warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as may be determined necessary.

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

Combined Single Limit (CSL)	\$1,000,000
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4. **Professional Liability (Errors and Omissions Liability)**

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

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

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

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

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The county does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the county with certificates of insurance (ACORD form or equivalent approved by the county) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

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## **MINIMUM SPECIFICATIONS**

### **EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS**

#### **Purpose**

It is the intent of this invitation for proposals to enter into a contract with a qualified Contractor to provide TRANSPORT FOR AUTOPSY SERVICES for Gila County.

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

### **SECTION 1.0**

#### **General Purpose**

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

## **SECTION 2.0**

### **Proposal Pricing & Term**

- 1.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for one year from the date of award. The county shall have the option to renew the contract for three (3) additional one (1) year periods upon agreement of both parties.

## **SECTION 3.0**

### **3.1 Evaluation of Proposal and Negotiations**

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

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

### **3.2 Negotiations with Individual Contractors**

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

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" Bidder Qualifications and Certification**

**Purpose**

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

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

**Contract Number 040320 TRANSPORT FOR AUTOPSY SERVICES**

The applicant submitting this proposal warrants the following:

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

MIKE + DANIELLE SANDERS  
2162 S. VALLEY DRIVE  
APACHE JUNCTION, AZ 85120 (480) 516-3747

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



6. Contractor Experience Modifier (e-mod) Rating in Arizona: N/A  
(If Applicable)

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

7. Current Contractor Business Arizona License Number: 21223083  
(If Applicable)

J. M. Sanders  
Signature of Authorized Representative

JARRED MICHAEL SANDERS  
Printed Name

OWNER  
Title

**PRICE SHEET**

Please complete price sheet in its entirety for the services provided in IFB 040320 TRANSPORT FOR AUTOPSY SERVICES.

Contractor Name: MIKE + DANIELLE SANDERS Phone No.: 480.516.3247

Pricing: for transportation to 570 West Adamsville Road, Florence, Arizona 85132

Gila County Cities & Towns	Price for Transport
Gisela	\$ 370.00
Globe	\$ 255.00
Hayden	\$ 270.00
Miami	\$ 235.00
Payson	\$ 384.00
Pine-Strawberry	\$ 428.00
Punkin Center	\$ 358.00
Roosevelt	\$ 313.00
Rye	\$ 391.00
San Carlos	\$ 306.00
Star Valley	\$ 395.00
Tonto Basin	\$ 353.00
Winkleman	\$ 275.00
Young	\$ 393.00
Other locations within Gila County	NONE APPLICABLE/OR AVG. \$38.00

Body Bags	Price
Small	\$ 35
Medium	\$ 35
Large	\$ 55
X-Large	\$ 55

Refrigerated Storage	Price
Cost per Day	(NONE) ALL BODIES TRANSPORTED TO O.M.E. DIRECTLY.

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

J. M. Sanders  
Signature of Authorized Representative

JARRED MICHAEL SANDERS  
Printed Name

OWNER  
Title

#### REFERENCE LIST

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

#### References

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

1. Company: PINAL COUNTY MEDICAL EXAMINER'S OFFICE  
Contact: DR. JON HU  
Phone: (602) 369-3969  
Address: \_\_\_\_\_  
Job Description: CHIEF MEDICAL EXAMINER  
\_\_\_\_\_  
\_\_\_\_\_
2. Company: GILA COUNTY MEDICAL EXAMINER'S OFFICE  
Contact: DR. MARK FISCHIONE  
Phone: (602) 617-2358  
Address: \_\_\_\_\_  
Job Description: CHIEF MEDICAL EXAMINER  
\_\_\_\_\_  
\_\_\_\_\_
3. Company: MESSINGER MORTUARY  
Contact: JAMES AHEARNE  
Phone: (602) 377-1097  
Address: \_\_\_\_\_  
Job Description: CHIEF FINANCIAL OFFICER  
\_\_\_\_\_  
\_\_\_\_\_

ATOZEN, LLC DBA SANDERS TRANSPORT

Name of Business

J. M. Sanders  
Signature of Authorized Representative

OWNER

Title

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

STATE OF ARIZONA                     )  
  )ss  
COUNTY OF GILA                    )

JARRED MICHAEL SANDERS  
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is OWNER  
(Title)

Of A TO ZEN, LLC DBA SANDERS TRANSPORT and  
(Name of Business)

That he or she is submitting a proposal on **TRANSPORT FOR AUTOPSY SERVICES, IFB NO. 040320** and,

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

That neither he or she nor anyone associated with the said \_\_\_\_\_

A TO ZEN, LLC DBA SANDERS TRANSPORT  
(Name of Business)

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

A TO ZEN, LLC DBA SANDERS TRANSPORT  
Name of Business

By J. M. Sanders

OWNER  
Title

Subscribed and sworn to before me this 7 day of May, 2020.

SN/me My Commission expires: 6-3-21  
Notary Public



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

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

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

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

JARRED MICHAEL SANDERS, OWNER

Typed Name and Title of Authorized Representative

J. M. Sanders

Signature of Authorized Representative

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

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **Bid No. 040320 TRANSPORT FOR AUTOPSY SERVICES**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

  
Signature of Authorized Representative

JARRED MICHAEL SANDERS  
Printed Name

OWNER  
Title

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the state and federal immigration laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the state and federal immigration laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting Contractor to penalties up to and including suspension or termination of this contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of county's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that county may inspect the subcontractor's books and records to insure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

  
Signature of Authorized Representative

JARRED MICHAEL SANDERS  
Printed Name

OWNER  
Title



**ISRAEL BOYCOTT CERTIFICATION**

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Date: 5/6/2020

  
Signature of Authorized Representative

JARRED MICHAEL SANDERS  
Printed Name

OWNER  
Title

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.

**BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**




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

**CHECKLIST:**

**REQUIRED DOCUMENT**

**COMPLETED AND EXECUTED**

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

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Contractor:

\_\_\_\_\_  
By:

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Invitation for Bids: Bid No. 040320 TRANSPORT FOR AUTOPSY SERVICES. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, May 13, 2020, 11:00 a.m.

**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 040320 TRANSPORT FOR AUTOPSY SERVICES**

**Contractor Submitting Proposal:**

ATOZEN, LLC DBA SANDERS  
Company Name TRANSPORT  
2162 S. VALLEY DRIVE  
Address  
APACHE JUNCTION, AZ 85120  
City State Zip

**For clarification of this offer, contact:**

Name: MIKE SANDERS  
Phone No.: 480-516-3747  
Fax NONE  
Email: ATOZENOILS@OUTLOOK.COM

  
Signature of Authorized Person to Sign

JARROD MICHAEL SANDERS  
Printed Name

OWNER  
Title

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

**ACCEPTANCE OF OFFER**

(For Gila County use only)

***The Offer is hereby Accepted:***

The Contractor A TO Z EN, LLC DBA TRANSPORT <sup>SANDERS</sup> is now bound to provide the materials or services listed in IFB No.: 040320, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as Contract No. 040320. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

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

**GILA COUNTY BOARD OF SUPERVISORS:**

**CONTRACTOR:**

\_\_\_\_\_  
Woody Cline, Chairman, Board of Supervisors

\_\_\_\_\_  
Authorized Signature

**ATTEST:**

\_\_\_\_\_  
JARRIED MICHAEL SANDERS  
Print Name

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**

\_\_\_\_\_  
The Gila County Attorney's Office

**Sanders Transport**  
2162 S Valley Drive  
Apache Junction, Arizona  
480-516-3747

May 8, 2020

To Whom It May Concern,

We are submitting our offer for the Gila County autopsy transport position. We are a husband and wife team with over 30 years of combined experience in the death industry. Jarred Michael Sanders is a D-AMBDI certified legal death investigator. He has worked with Maricopa County, Yavapai County, Gila County and countless physicians and medical examiners for the state of Arizona. Danielle Sanders is a licensed funeral director and embalmer in the state of Arizona with good standing. She has served the best of the best family owned funeral homes in the state of Arizona. Both have extensive experience in Arizona funeral law and Arizona revised statutes.

Together, we offer a team that is more than proficient for the medical examiner's autopsy transport. Michael's experience responding to scenes will prove to be an invaluable asset to Pinal County. Danielle's experience working with family members and law enforcement during times of tragedy will also prove to be indispensable. We offer exclusive coverage for Gila county transport and will not subcontract any assignment. You will have one of the two owners on every removal if not both. We offer experience and care that no other transport team can offer.

Sincerely,

Jarred Michael & Danielle Sanders  
Sanders Transport  
480-516-3747

# DANIELLE MARIE SANDERS

2162 S. Valley Dr., Apache Junction, Arizona 85120  
Cellular: (480)703-8510 - daniellemasanders@hotmail.com

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## PROFESSIONAL SUMMARY

Compassionate and devoted funeral director seeking a full-time position with an outstanding funeral home. Goal-oriented individual with a pleasant personality and a tenacity that knows no restrictions, I have extensive experience in the funeral industry, management and pre-planning services.

---

## SKILLS

- Licensed Funeral Director
- Licensed Pre-Need Insurance Agent
- Detail-oriented
- Management Skills
- Empathetic
- Organized
- Self Motivated
- Compassionate
- Licensed Embalmer
- Funeral Planning
- Mortuary Operations
- Flexible Schedule
- Funeral Industry Regulations Knowledge
- Strong Communication Skills
- Caring and Sensitive
- FTC Compliance and Understanding

---

## WORK HISTORY

- 09/2017 to 02/2018    **Licensed Funeral Director and Embalmer**  
*Heritage Memory Mortuary – Prescott, AZ*
- Communicated with insurance companies to secure death benefits for the families of the deceased.
  - Created pre-need policies and planning for future burials and cremations.
  - Discussed the nature of the funeral service, the disposition of the remains and funeral costs with family members.
  - Displayed the highest level of professionalism and sensitivity when dealing with grieving family members.
  - Performed many military burials including one active service member's arrangements.
  - Secured and filed burial permits and made funeral arrangements.
  - Promoted funeral service merchandise such as caskets, urns, outer burial containers and flowers.
  - Performed embalming procedures and updated case study reports.
- 03/2017 to 09/2017    **Licensed Funeral Director**  
*Affordable Burial & Cremation – Prescott Valley, AZ*
- Discussed the nature of the funeral service, the disposition of the remains and funeral costs with family members.
  - Communicated with insurance companies to secure death benefits for the families of the deceased.
  - Discussed pre-arranged funeral options and explained pricing to clients.
  - Displayed the highest level of professionalism and sensitivity when dealing with grieving family members.
  - Secured and filed burial permits and made funeral arrangements.
  - Promoted funeral service merchandise such as caskets, urns, outer burial containers and flowers.
  - Performed embalming procedures and updated case study reports.
- 01/2017 to 03/2017    **Licensed Funeral Director/Embalmer and Location Manager**  
*Ruffner-Wakelin Funeral Home – Prescott, AZ*
- Discussed the nature of the funeral service, the disposition of the remains and funeral costs with family members.
  - Communicated with insurance companies to secure death benefits for the families of the deceased.
  - Discussed pre-arranged funeral options and explained pricing to clients.
  - Displayed the highest level of professionalism and sensitivity when dealing with grieving family members.

- Secured and filed burial permits and made funeral arrangements.
- Promoted funeral service merchandise such as caskets, urns, outer burial containers and flowers.
- Performed embalming procedures and updated case study reports.

12/2014 to 01/2017

**Manager and Responsible Funeral Director**

***Messinger Payson Funeral Home – Payson, Arizona***

- Direct and supervise the work of a funeral director/embalmer, cremationist, funeral assistants, office manager, building manager and cemetery staff.
- Discussed the nature of the funeral service, the disposition of the remains and funeral costs with family members.
- Schedule and coordinate the use of our facilities for funerals, community outreach, and Gila county examinations.
- Embalm, dress, and casket decedents prior to services.
- Assist in the understanding of the legalities and procedures of the funeral home to families and the public.
- Monitor funeral service operations to ensure we are in compliance with state and federal laws and regulations.
- Complete and maintain funeral home records in compliance with the State Board of Funeral Directors/Embalmers.
- Create and order death certificates through the Arizona Office of Vital Records.
- Respond and resolve customer complaints, pricing questions, and legal inquiries.
- Set long and short term goals for the funeral home and funeral home staff.
- Monitor progress towards our goals.
- Interview and hire new employees.
- Set and evaluate pricing for services and merchandising.
- Monitor the accounts receivable and issue out statements on any outstanding accounts.
- Negotiate contracts with Gila County Public Fiduciary regarding the indigent burial programs.
- Negotiate contracts with the Tonto Apache Tribe near Payson, Arizona.
- Work in conjunction with the medical examiner to coordinate use of our facilities for autopsies.
- Maintain autopsy reports and toxicology for the Medical Examiner's office.
- Participate and coordinate community events on behalf of the funeral home.
- Communicate with insurance companies to secure death benefits

02/2013 to 12/2014

**Licensed Funeral Director and Embalmer**

***Messinger Fountain Hills Mortuary – Fountain Hills, Arizona***

- Met with families of deceased to discuss funeral service requests, disposition of remains and pricing.
- Promoted our services and merchandise to assist families in providing a personal tribute for the decedent.
- Embalm, dress, and casketed decedents prior to services.
- Prepared decedents for cremation.
- Created printed material for services using Adobe PageMaker.
- Created and ordered death certificates through the Arizona Office of Vital Records.
- Issued payments through Talaris.
- Represented Messinger in community events
- Communicated with insurance companies to secure death benefits for the families of the deceased.
- Secured and filed burial permits and made funeral arrangements.

06/2012 to 02/2013

**Funeral Director and Embalmer Internship**

***Messinger Pinnacle Peak Mortuary – Scottsdale, Arizona***

- Embalm, dress, and casket decedents prior to services.
- Prepared decedents for cremation.
- Assisted in funeral and memorial services.
- Assisted a licensed funeral director to arrange, prepare, and execute funeral arrangements.

02/2012 to 06/2012

**Funeral Assistant**



*Service Corporation International – Tempe, Arizona*

- Assisted in funeral and memorial services.
  - Arranged floral arrangements.
  - Handed out printed materials and directed guests to the guest book.
  - Displayed the highest level of professionalism and sensitivity when dealing with grieving family members.
- 

## EDUCATION

2012

**Associate of Applied Science: Mortuary Science**

*Mesa Community College - Mesa, Arizona*

- Member of Sigma Phi Sigma Funeral Service Fraternity
- Coursework in Funeral Service Management
- Business and Management coursework
- Associate Degree
- Student Body Treasurer

2008

**Nurse's Assistant Certification: Nursing**

*Scottsdale Community College - Scottsdale, Arizona*

2007

**Associate in General Studies**

*Rio Salado College - Phoenix, Arizona*

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## REFERENCES

James Ahearne, Chief of Operations, Messinger Mortuary

- (602) 377-1098

William Inman, Licensed Funeral Director, Messinger Mortuary

- (480) 364-8032

Joseph Ashford, Licensed Funeral Director, Former Manager Messinger Mortuary

- (480) 221-5578

Marlo Hardy, Licensed Funeral Director, Former Manager Messinger Mortuary

- (602) 590-2980

# J. MICHAEL SANDERS

2162 S Valley Dr. Apache Junction, Arizona 85120 · (480) 516-3747  
JarredSanders@live.com

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My objective is to obtain a position with the Pinal County medical examiner's office where I can maximize my training experience, skills, and ability to lead.

## EXPERIENCE

### JANUARY 2014 – CURRENT

#### FORENSIC TECHNICIAN/DEATH INVESTIGATOR-D-ABMDI, GILA COUNTY MEDICAL EXAMINER'S OFFICE

- Assist in the examination room by performing all evisceration techniques that are requested by the medical examiner.
- Collect and send out toxicology. Document results
- Proficient in ocular removal, spinal cord removal, infant file t, and other evisceration techniques.
- Proficient in radiography production and evidence collection. (Rape kits, trace evidence, fingernail clippings/scrapings and chain of custody practices)
- Cleaning of all equipment and examination room.
- Ordering and maintaining of all supplies.
- Taking, organizing, and categorizing all photographs.

### DECEMBER 2013 – FEBRUARY 2018

#### FORENSIC TECHNICIAN/DEATH INVESTIGATOR-D-ABMDI, YAVAPAI COUNTY MEDICAL EXAMINER'S OFFICE

- Responsible for fielding calls and determining if the decedent falls under the jurisdiction of the medical examiner pursuant to Arizona Revised Statues.
- Gather information pertaining to the death and assist law enforcement with scene investigation.
- Contact local hospitals to obtain medical records.
- Work with families to gather information and past medical history that will assist in determining cause and manner of death.
- Send out toxicology and document results.
- Assist in the examination room by performing all evisceration techniques that are requested by the medical examiner.
- Release the findings and the reports of the examinations to the appropriate family members and law enforcement.
- Release decedent to appropriate funeral homes.

### MARCH 2000 – NOVEMBER 2013

#### EXAM SERVICE MANAGER, MARICOPA COUNTY MEDICAL EXAMINER'S OFFICE

- Responsible for managing the operations of the examination rooms.

- Supervised a staff of thirteen (13) including ten (10) Forensic Technicians and three (3) Photographers.
- Assisted medical examiners with postmortem examinations
- Maintained examination supplies and the departmental service budget.
- Served on the departmental Management Team and made recommendations regarding policies and procedures.
- Created and monitored staffing schedules and assignments
- Continually assessed workflow status.
- Implemented corrective action as deemed necessary and appropriate.
- Prepared and maintained the supply budget for examination work sites.
- Interviewed Forensic Technician applicants and made hiring recommendations.
- Trained employees in basic and special evisceration techniques and proper examination procedures.
- Conducted performance evaluations, counseled employees on performance goals and identified concerns.
- Additional tasks as assigned within the scope of experience and role of a Forensic Technician.

## EDUCATION

07/1999

**FIRE SCIENCE/FIRE FIGHTING, MESA COMMUNITY COLLEGE**

Completed the certificate program.

## SKILLS

- D-ABMDI Certified
- Chain of custody
- Evidence Photography
- Sterile Evidence Collection
- Evisceration

**GILA COUNTY**  
**INVITATION FOR BIDS (IFB) NO. 040320**  
**TRANSPORT FOR AUTOPSY SERVICES**

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



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

**\*COUNTY MANAGER\***  
**James Menlove**



**GILA COUNTY  
NOTICE OF INVITATION FOR BIDS NO. 040320  
TRANSPORT FOR AUTOPSY SERVICES**

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**Notice is hereby given that Gila County is requesting proposals from qualified Contractors for Transport for Autopsy Services.**

**SUBMITTAL DUE DATE:** 11:00 AM, MST, May 13, 2020

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

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

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

All proposals shall be made on the Invitation for Bids forms included in this IFB No. 040320 package and shall include all applicable taxes.

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

[http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php) and downloading the file. Bidders are strongly encouraged to carefully read the entire request for proposal.

Any questions regarding this Invitation for Bids shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at [bhurst@gilacountyaz.gov](mailto:bhurst@gilacountyaz.gov), 928-402-4355.

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

Dates advertised in the Arizona Silver Belt: April 29, 2020 and, May 6, 2020 and Payson Roundup May 1, 2020 and, May 5, 2020.

Signed:   
Woody Cline, Chairman of the Board

Date: 4 / 21 / 2020

Signed:   
The Gila County Attorney's Office

Date: 4 / 21 / 2020



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## INTENT

### INVITATION FOR BIDS FOR: **Transport for Autopsy Services**

#### **INTENT:**

Gila County has entered into a contract with the Pinal County Medical Examiner's Office for autopsy services. The purpose of this request for bids is to establish pricing for transportation of deceased persons when an autopsy is determined to be necessary by the County Attorney.

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



## **SCOPE OF WORK:**

### **Transport for Autopsy Services**

#### **Contractor Responsibility:**

Contractor must adhere to the following:

A. After the deceased has been classified as a Medical Examiner's case, the Contractor will pick up and transport the deceased person(s) from the public way, private residences, businesses, hospitals, and other such locations as required.

Note: The Respondent must not subcontract the transport of deceased persons. Respondent's proposal will be deemed non-responsive and rejected if proposal shows that Respondent has subcontracted the transport of any deceased person.

B. Entry on or into a death scene location must be approved only after clearance by law enforcement personnel in charge of the investigation. The Contractor must exercise extreme caution in its attempts to avoid disturbing such scenes and will remain on such locations as briefly as possible.

C. Once a transport has begun, Contractor will be prohibited from stopping at any other location, except for purposes of having a decedent pronounced dead, while enroute to the Medical Examiner's Office at Pinal County ME, 570 West Adamsville Road, Florence, Arizona 85132.

D. Extreme caution must be used when transporting deceased persons to minimize post-mortem trauma to the body.

E. While transporting the deceased, the Contractor will be prohibited from using filming or taping devices of any kind including, but not limited to, cameras, video cameras, audio recorders, or the like.

F. Deceased persons must be transported one at a time. In certain circumstances, a maximum of two (2) bodies can be transported from the same incident/scene with the approval of the Medical Examiner and the investigating officer on the scene, and only if ample room in the transport vehicle exists. Under no circumstances will one body be stacked atop another. At no time will a deceased person from different incidents/scenes be transported together.

G. When a situation occurs in which the maximum of two (2) deceased persons from the same incident/scene are transported together, a tagging system must be used to keep identification of the decedents correct.

H. Contractor will be required to witness an inventory of any evidence or personal effects, including but not limited to any and all medications which may be brought in with the body. Both the Medical Examiner and the Contractor must sign the inventory sheet, certifying the contents.

I. Contractor, or any director, stockholder, officer of, partner to, principal employee of, or any member of any of their immediate families must never refer, "steer, or lead" any persons to their own or any other funeral homes, attorneys, or florist shops.

J. Vehicles must be suitable for the task of transporting deceased persons (panel vans, hearse-type vehicles).



K. Vehicles must be properly insured and equipped with working theft-prevention devices. All vehicles and equipment required to perform under this contract must meet Federal, State, and City requirements (including all OSHA regulations) at a minimum prior to commencement of operations and during the term of the contract.

L. Any vehicle to be used by the Contractor must have a valid Arizona State license plate.

M. All Contractors' employees transporting deceased persons must have valid state driver's licenses. Proof of issuance must be provided at time of award of the contract and at any time during the contract, upon request by the County.

N. Contractor must submit their training protocol for employees that transport deceased persons.

O. The Contractor and their employees are prohibited from conveying any information in any way to the family of the deceased, the media, attorneys or their agents, or medical personnel in relation to or about their services for the County and Medical Examiner's cases. Contractor must not distribute, leave, or supply information about their services at any scene, residence, or hospital where they are called to transport deceased persons for the County or the Medical Examiner.

P. The Contractor must have a contact person able to understand and communicate in spoken and written English available, twenty-four (24) hours a day, seven (7) days a week three hundred sixty five (365) days a year. Contact person must know the geography of the County, and the standard operating requirements of the Sheriff's Office, Police Departments and Medical Examiner's Office.

#### **MINIMUM QUALIFICATIONS:**

Qualifying experience includes: Ability to respond to requests for services 24/7, 365 days per week with appropriate trained personnel and equipment to transport deceased individuals for autopsy services.

#### **SCOPE:**

It is the intent of Gila County to award a contract to a qualified Contractor for Transport for Autopsy Services

See page 20 of Bid Packet for Price Proposal.

#### **INFORMATION REQUESTS**

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



## INSTRUCTIONS TO BIDDERS

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

### **EXHIBIT "A" INSTRUCTIONS TO BIDDERS**

#### **Preparation of Sealed Proposal**

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





### **Addendum**

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

1. Completion of the bidder checklist & addenda acknowledgment form, page 27.
2. Copies of all addenda must be attached to the submittal.

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

### **Inquiries**

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. **Questions received after 3:00 P.M., Thursday, May 7, 2020 will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **Late Proposals**

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

### **Submittal Proposal Format:**

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



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*Instructions to Bidders continued...*

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

**The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "TRANSPORT FOR AUTOPSY SERVICES", Proposal No., "040320", Date "May 13, 2020", and time "11:00 AM" of proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.**



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## **GENERAL TERMS AND CONDITIONS**

### **Award of Contract**

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

### **Protests**

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

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

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



### **Laws and Ordinances**

This agreement shall be governed and enforced under the laws of the State of Arizona and Gila County. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the act.





## **EXHIBIT "B" CONTRACT AWARD AGREEMENT**

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

### **Overcharges by Antitrust Violations**

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

### **Authority to Contract**

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

### **Contract Amendments**

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

### **Contract Default**

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



**Right to Assurance**

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

**Co-op Use of Contract – Intergovernmental Purchasing**

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

**Cancellation of County Contracts**

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

**Termination of Contract**

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

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

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

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



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

#### **Indemnification Clause**

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

#### **General**

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

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

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

The insurance requirements herein are minimum requirements for this contract and do not limit the indemnity covenants contained in this contract. The county does not warrant that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as may be determined necessary.



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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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





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Contract Award Agreement continued...

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The county does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the county with certificates of insurance (ACORD form or equivalent approved by the county) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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



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## **MINIMUM SPECIFICATIONS**

### **EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS**

#### **Purpose**

It is the intent of this invitation for proposals to enter into a contract with a qualified Contractor to provide TRANSPORT FOR AUTOPSY SERVICES for Gila County.

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

### **SECTION 1.0**

#### **General Purpose**

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



## **SECTION 2.0**

### **Proposal Pricing & Term**

- 1.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for one year from the date of award. The county shall have the option to renew the contract for three (3) additional one (1) year periods upon agreement of both parties.

## **SECTION 3.0**

### **3.1 Evaluation of Proposal and Negotiations**

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

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

### **3.2 Negotiations with Individual Contractors**

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



## QUALIFICATION AND CERTIFICATION FORM

### EXHIBIT "D" Bidder Qualifications and Certification

#### **Purpose**

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

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

#### **Contract Number 040320 TRANSPORT FOR AUTOPSY SERVICES**

The applicant submitting this proposal warrants the following:

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

LAMONT MORTUARY OF GLOBE

328 S. HILL STREET

GLOBE, AZ 85501 (928) 425-5491

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



6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** N/A  
(If Applicable)

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

7. **Current Contractor Business Arizona License Number:** N/A  
(If Applicable)

  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**PRICE SHEET**

Please complete price sheet in its entirety for the services provided in IFB 040320 TRANSPORT FOR AUTOPSY SERVICES.

Contractor Name: LAMONT MORTUARY OF GLOBE

Phone No.: 928-425-5491

Pricing: for transportation to 570 West Adamsville Road, Florence, Arizona 85132

<b>Gila County Cities &amp; Towns</b>	<b>Price for Transport</b>
Gisela	N/A
Globe	\$ 265.00
Hayden	\$ 365.00
Miami	\$ 265.00
Payson	N/A
Pine-Strawberry	N/A
Punkin Center	\$ 365.00
Roosevelt	\$ 265.00
Rye	N/A
San Carlos	\$ 265.00
Star Valley	N/A
Tonto Basin	\$ 300.00
Winkelman	\$ 365.00
Young	\$ 365.00
Other locations within Gila County	\$ 265.00

<b>Body Bags</b>	<b>Price</b>
Small	
Medium	
Large	\$ 75.00
X-Large	

<b>Refrigerated Storage</b>	<b>Price</b>
Cost per Day	No Charge

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

  
**Signature of Authorized Representative**

IAN LAMONT JR.

**Printed Name**

OWNER

**Title**

### REFERENCE LIST

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

#### References

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

1. **Company:** Serenity Mortuary Services  
**Contact:** Tony  
**Phone:** (602) 253-6970  
**Address:** 2514 S. 6th Ave. Phoenix, AZ  
**Job Description:** Crematory  
\_\_\_\_\_  
\_\_\_\_\_
2. **Company:** At Seasons' End Mortuary  
**Contact:** Christina Duwell  
**Phone:** (480) 982-7721  
**Address:** 861 W. Superstition Blvd. Apache Junction, AZ  
**Job Description:** A mortuary we work with in the Valley  
\_\_\_\_\_  
\_\_\_\_\_
3. **Company:** C & M Service Center  
**Contact:** Chris  
**Phone:** (928) 425-9954  
**Address:** 1401 E. Ash Street Globe  
**Job Description:** Repair shop we use frequently  
\_\_\_\_\_  
\_\_\_\_\_

LAMONT MORTUARY OF GLOBE

**Name of Business**

  
**Signature of Authorized Representative**

**OWNER**

**Title**

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

STATE OF ARIZONA                    )  
  )ss  
COUNTY OF GILA                    )

IAN LAMONT JR.  
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is OWNER  
(Title)

Of LAMONT MORTUARY OF GLOBE and  
(Name of Business)

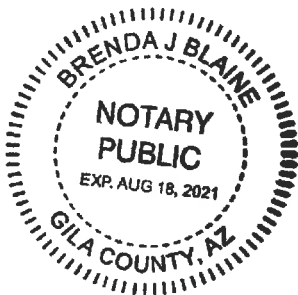
That he or she is submitting a proposal on **TRANSPORT FOR AUTOPSY SERVICES, IFB NO. 040320** and,

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

That neither he or she nor anyone associated with the said \_\_\_\_\_

LAMONT MORTUARY OF GLOBE  
(Name of Business)

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



LAMONT MORTUARY OF GLOBE  
Name of Business

IAN LAMONT JR.

By \_\_\_\_\_

OWNER

Title \_\_\_\_\_

Subscribed and sworn to before me this 13<sup>th</sup> day of May, 2020.

Brenda J. Blaine  
Notary Public

My Commission expires: Aug 18, 2021

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

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

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

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

IAN LAMONT Jr. - OWNER

Typed Name and Title of Authorized Representative

A handwritten signature in dark ink, appearing to read 'Ian Lamont Jr.', is written over a horizontal line.

Signature of Authorized Representative

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

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **Bid No. 040320 TRANSPORT FOR AUTOPSY SERVICES**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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



Signature of Authorized Representative

Ian Lamont Jr.

Printed Name

Owner

Title

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

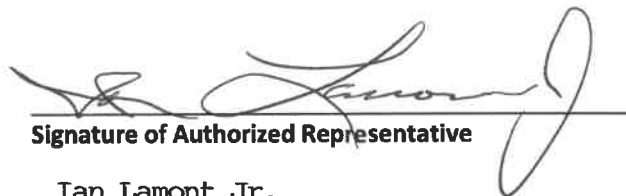
Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the state and federal immigration laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the state and federal immigration laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the state and federal immigration laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting Contractor to penalties up to and including suspension or termination of this contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of county's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that county may inspect the subcontractor's books and records to insure that subcontractor is in compliance with these requirements. Any breach of this paragraph by subcontractor will be deemed to be a material breach of this contract subjecting subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.



**Signature of Authorized Representative**

Ian Lamont Jr.

**Printed Name**

Owner

**Title**

**ISRAEL BOYCOTT CERTIFICATION**

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

**Date:** May 12, 2020

  
**Signature of Authorized Representative**

Ian Lamont Jr.

**Printed Name**

Owner

**Title**

Unless and until the District Court's injunction in *Jordahl* is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) is unenforceable and the State will take no action to enforce it.



### BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

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

#### **CHECKLIST:**

##### REQUIRED DOCUMENT

##### COMPLETED AND EXECUTED

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

✓  
✓  
✓  
✓  
✓  
✓  
✓  
✓  
✓

#### **ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials		_____	_____	_____	_____
Date	<u>5-4-20</u>	_____	_____	_____	_____

Signed and dated this 12 day of MAY, 2020

LAMONT MORTUARY OF GLOBE

Contractor:

By: 

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Invitation for Bids: Bid No. 040320 TRANSPORT FOR AUTOPSY SERVICES. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, May 13, 2020, 11:00 a.m.

**OFFER PAGE**

**TO GILA COUNTY:**

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

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

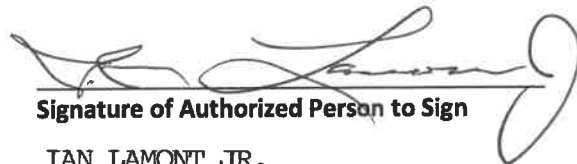
**CONTRACT NUMBER: 040320 TRANSPORT FOR AUTOPSY SERVICES**

**Contractor Submitting Proposal:**

LAMONT MORTUARY OF GLOBE  
Company Name  
328 S. HILL STREET  
Address  
GLOBE AZ 85501  
City State Zip

**For clarification of this offer, contact:**

Name: IAN LAMONT JR.  
Phone No.: (928) 425-5491  
Fax (928) 425-9372  
Email: lamontmortuary@cableone.net



**Signature of Authorized Person to Sign**

IAN LAMONT JR.

**Printed Name**

OWNER

**Title**

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

**ACCEPTANCE OF OFFER**  
(For Gila County use only)

**The Offer is hereby Accepted:**

The Contractor LAMONT MORTUARY OR CORPSE is now bound to provide the materials or services listed in IFB No.: 040320, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as Contract No. 040320. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

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

**GILA COUNTY BOARD OF SUPERVISORS:**

\_\_\_\_\_  
Woody Cline, Chairman, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Marian Sheppard, Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**

\_\_\_\_\_  
The Gila County Attorney's Office

**CONTRACTOR:**

  
Authorized Signature

IAN LAMONT JR.  
Print Name



**GILA COUNTY  
TRANSPORT FOR AUTOPSY SERVICES  
INVITATION FOR BIDS NO. 040320**

**ADDENDUM #1:**  
**DATE: 05/04/2020**

**CLARIFICATIONS:**

- It is the intent of Gila County to award contracts for the services described in IFB 040320 to one or more contractors if pricing and servicing availability is determined to be in the best interest of the County.
- Respondents should provide pricing for only those areas they plan on providing service.
- On the pricing sheet indicate N/A or leave blank the areas that you consider not to be in your service area.

**This concludes Addendum No. 1 to Invitation for Bid No. 040320**





# GILA COUNTY

## AGENDA REQUEST

For departments requesting that a Bid be prepared by the Gila County Procurement Group, please complete this form in its entirety. Form may be emailed or sent interoffice to Procurement. Please be sure to attach any backup documentation.

Bid No.: **040320**

(For Procurement Use Only)

Requesting Department:

Administration

Date: April 3, 2020

Request Title: Autopsy Transportation Services

Project No.:

Fund: 1005 Dept: 201 Program: 142 Location: Account: 4210.53

### SCOPE OF SERVICE/WORK/SPECIFICATIONS

Transportation services for autopsy purposes.

#### DESCRIPTION:

Give a brief description. Example: "It is the intent of this solicitation to establish....."

It is the intent of this solicitation to secure providers to transport deceased persons in the event that an autopsy is required as requested by the County Attorney's Office.

**AGENDA INFORMATION:** *Provided by requesting department for Agenda Quick TM information.*

**Background Information:** *[Provide any pertinent background (prior) information on the agenda item.]*

Gila County is transitioning to the Pinal County Medical Examiner's office to perform autopsy procedures as required by law and requested by the County Attorney's Office. Transport services are required to move the deceased person from the location where they expired to the medical examiner's office.

**Evaluation:** *[Evaluate your proposals; give pros/cons; and explain all the parts, etc. If this was in letter format, it would be the body.]*

We are currently using the transportation services without a contractual arrangement and due to the change in process this will provide local mortuaries the opportunity to bid on the service.

**Conclusion:** *[A summary of your evaluation and reason that this contract should be approved.]*

Gila County will transition to using the Pinal County Medical Examiner's Office to perform autopsies as required. No current contract exists for transport services. The bid for these services will provide local mortuaries an opportunity to provide competitive pricing for the transport service.

#### Recommendation:

Staff recommends proceeding with invitation for bids for this service.

#### Suggested Motion:

Information/Discussion/Action to authorize the advertisement of IFB 040320 for the Transportation Services for Deceased Persons for autopsy as directed by the County Attorney's Office.

Individual Requesting: Mary Springer

Extension: 8516



## **GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS**

IS THIS A REQUEST FOR *Check one*

REQUEST NUMBER

Bids X

Proposals \_\_\_\_\_

40320

Qualifications \_\_\_\_\_

(For Procurement Use Only)

**I. DESCRIPTION:** *Autopsy Transport Services.*

FUNDING

PROJECTS: \_\_\_\_\_

Fund 1005 Dept No. 201 Program 140 Location \_\_\_\_\_ Account 4210.53

INTENT

It is the intent of this solicitation to establish a contract with a contractor to provide for autopsy transport services for Gila County.  
Southern Gila County. *What does the mean*

Signed: \_\_\_\_\_

*Elected Official or Department Head*

Date 4/6/2020

**II. DEPARTMENTAL INFORMATION ONLY:** *Action Dates*

DATE	Department Receipt	<u>4/3/2020</u>
	Presented to Board	<u>4/21/2020</u>
	Delivered to Paper	<u>4/21/2020</u>
	Advertised From	<u>4/28/2020</u>
	Closing Date	<u>5/13/2020</u>
	Awarded To	_____

Placed on Agenda	<u>9/30/2019</u>
Approved to Call	_____
Paper Name	<u>AZ Silver Belt</u>
To	<u>5/6/2020</u>
Bid Award Date	<u>6/9/2020</u>
Pre-Bid Meeting Date	<u>N/A</u>

**III. OTHER APPROVAL:** *Only as necessary*

Department Name: Finance

Department Head Signature \_\_\_\_\_

Date 4/6/2020

Department Name: \_\_\_\_\_

Department Head Signature \_\_\_\_\_

Date \_\_\_\_\_

**V. APPROVED**

Finance Director Signature \_\_\_\_\_

Date 4/6/2020







**GILA COUNTY  
TRANSPORT FOR AUTOPSY SERVICES  
INVITATION FOR BIDS NO. 040320**

**ADDENDUM #1:**

**DATE: 05/04/2020**

**CLARIFICATIONS:**

- It is the intent of Gila County to award contracts for the services described in IFB 040320 to one or more contractors if pricing and servicing availability is determined to be in the best interest of the County.
- Respondents should provide pricing for only those areas they plan on providing service.
- On the pricing sheet indicate N/A or leave blank the areas that you consider not to be in your service area.

**This concludes Addendum No. 1 to Invitation for Bid No. 040320**

**ARF-6059**

**Regular Agenda Item 2. E.**

**Regular BOS Meeting**

Meeting Date: 06/02/2020

Submitted For: Sarah White, Chief Administrative Officer

Submitted By: Stephanie Chaidez, Purchasing Agent & Credit Card Administrator

Department: Finance

Fiscal Year: 2020-2021

Budgeted?: Yes

Contract Dates TBD

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Advertisement of Request for Proposals No. 050420 - Pharmacy Services for Gila County Detention Medical

Background Information

The Gila County Sheriff's Office medical unit provides medical services for those individuals incarcerated in Gila County at the Globe and Payson facilities. The medical units are comprised of a physician, physician's assistant, two (2) registered nurses and three (3) medical assistants. When needed and at the direction of the licensed physician the medical staff is required to provide prescription and over-the-counter medication.

Evaluation

The Gila County Sheriff's Office would like to establish a contract with a pharmacy to provide prescription and over-the-counter medications to streamline the process for purchasing and ordering medication.

With the Board's approval, a notice of Request for Proposals (RFP) No. 050420 will be advertised in the Arizona Silver Belt on June 10, 2020, and June 17, 2020, with a due date of July 1, 2020.

Conclusion

By issuing RFP No. 050420 for pharmacy services for Gila County Detention Medical services, the competitive bidding process will be utilized to enter into a contract for these services.

Recommendation

Staff recommends that the Board of Supervisors approve the request to advertise Request for Proposals No. 050420-Pharmacy Services for Gila County Detention Medical for the Gila County Detention Center.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 050420 - *Pharmacy Services for Gila County Detention Medical* for a contractor to provide prescription and over-the-counter medications for inmates in the Gila County Jail. **(Mary Springer/Sarah White)**

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Attachments

Request to Advertise

RFP No. 050420

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## EXHIBIT "H"

**GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS**

All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

<p style="text-align: center;"><b>IS THIS A REQUEST FOR</b> <span style="float: right;"><i>Check one</i></span></p> <p>Bids <input type="checkbox"/>      Proposals <input checked="" type="checkbox"/> <span style="margin-left: 100px;">X</span></p> <p style="text-align: center;">Qualifications <input type="checkbox"/></p>	<p style="text-align: center;"><b>REQUEST NUMBER</b></p> <p style="text-align: center; font-size: 1.2em;"><u>050420</u></p> <p style="text-align: center; font-size: 0.8em;">(For Procurement Use Only)</p>																		
<p><b>I. DESCRIPTION:</b> <i>List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.</i></p>																			
<p><b>FUNDING</b> <span style="float: right;"><b>PROJECTS:</b> <u>Prescription Medication Services</u></span></p> <p>Fund <u>1005</u>    Dept No. <u>300</u>    Program <u>274</u>    Location _____    Account <u>4320.10</u></p>																			
<p><b>INTENT</b></p> <p>The purpose of this request is to establish a contract with a pharmacy to provide prescription and over-the-counter medications; and to streamline the process for purchasing and ordering medication for the Sheriff's Office Detention Medical Unit.</p> <p>Signed: _____ Date _____</p> <p style="text-align: center; font-size: 0.8em;"><i>Elected Official or Department Head</i></p>																			
<p><b>II. DEPARTMENTAL INFORMATION ONLY:</b> <i>Action Dates</i></p>																			
<table style="width: 100%; border: none;"> <tr> <td style="width: 15%;">DATE</td> <td style="width: 35%;">Department Receipt <u>4-27-20</u></td> <td style="width: 35%;">Placed on Agenda <u>5-18-20</u></td> </tr> <tr> <td></td> <td>Presented to Board <u>6-2-20</u></td> <td>Approved to Call _____</td> </tr> <tr> <td></td> <td>Delivered to Paper <u>6-4-20</u></td> <td>Paper Name <u>Silver Belt</u></td> </tr> <tr> <td></td> <td>Advertised From <u>6-10-20</u></td> <td>To <u>6-17-20</u></td> </tr> <tr> <td></td> <td>Closing Date <u>7-1-20</u></td> <td>Bid Award Date <u>8-4-20</u></td> </tr> <tr> <td></td> <td>Awarded To _____</td> <td>Pre-Bid Meeting Date _____</td> </tr> </table>		DATE	Department Receipt <u>4-27-20</u>	Placed on Agenda <u>5-18-20</u>		Presented to Board <u>6-2-20</u>	Approved to Call _____		Delivered to Paper <u>6-4-20</u>	Paper Name <u>Silver Belt</u>		Advertised From <u>6-10-20</u>	To <u>6-17-20</u>		Closing Date <u>7-1-20</u>	Bid Award Date <u>8-4-20</u>		Awarded To _____	Pre-Bid Meeting Date _____
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<p><b>III. OTHER APPROVAL:</b> <i>Only as necessary</i></p> <p>Department Name: <u>Gila County Sheriff's Office</u></p> <p style="text-align: right;">Date <u>4/27/2020</u></p> <p>Department Head Signature <u>[Signature]</u></p> <p>Department Name: _____</p> <p>Department Head Signature _____</p> <p style="text-align: right;">Date _____</p>																			
<p><b>IV. APPROVED</b></p> <p>Finance Director Signature _____</p> <p style="text-align: right;">Date _____</p>																			

**GILA COUNTY**

**REQUEST FOR PROPOSALS NO. 050420**

**PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL**

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



**\*BOARD OF SUPERVISORS\***

Woody Cline, Chairman  
Tommie C. Martin, Member  
Tim Humphrey, Member

**\*COUNTY MANAGER\***

James Menlove



**GILA COUNTY**  
**NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 050420**  
**PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL**

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Notice is hereby given that Gila County is requesting bid proposals from qualified Contractors for the provision of prescription and over-the counter medication for jail inmates.

**SUBMITTAL DUE DATE:** 2:00 PM, MST, July 1, 2020

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

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

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

All proposals shall be made on the Request for Sealed Proposals forms included in this RFP No. 050420 package, and shall include all applicable taxes.

Interested Bidders may obtain a copy of this solicitation by calling the Gila County Finance Department at 928-402-8897 or by clicking on the link: [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php) and downloading the file. Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Any questions regarding this Request for Proposals shall be submitted in writing and directed to: Stephanie Chaidez, Purchasing Agent, at [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov), 928-402-8897.

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

Dates advertised in the Arizona Silver Belt: **June 10, 2020 and June 17, 2020**

Signed: \_\_\_\_\_  
Woody Cline, Chairman of the Board of Supervisors

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed: \_\_\_\_\_  
The Gila County Attorney's Office

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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**INTENT**

REQUEST FOR PROPOSAL FOR: **Pharmacy Services for Gila County Detention Medical**

**INTENT:**

The purpose of this request is to establish a contract with a pharmacy to provide prescription and over-the-counter medications; and to streamline the process for purchasing and ordering medication.

**SCOPE OF WORK:**

The Contractor shall:

- Contractor must provide service for essential medications 24 hours a day, 7 days a week. This includes weekends, holidays and after hours.
- Contractor must have an emergency notification system, must be available after hours, and must return calls within one hour to either the Jail or the local hospital Emergency Department for medication orders for jail inmates.
- Orders placed by phone/fax/internet must be ready for delivery and available within a minimum of four hours from the time the order is placed if medically indicated. Contractor will deliver, or arrange delivery of, all medications to Gila County Jail.
- An occasional emergency response time of 1 hour from order may be required.
- Orders for medications where the next administered dose is to occur the next day may be delivered the following morning.
- Contractor will label all medications in accordance with Arizona State labeling laws, and in such a manner as to make clear to any persons exactly the method and manner in which the medication is to be administered. This may necessitate including both generic and brand names on medication labels.
- Contractor will use a unit dose system compatible with the Jail medication carts, without any modification of the carts or the medication packs. All prescriptions must be in unit dosage form, excepting those medications whose construction makes this impossible, or in those instances where specific instructions from a practitioner make unit dosage not possible. For some medications, liquid versions may be requested if they are available.
- Contractor will be required to either pick up or pay for return shipping, for any unused medications that are unit dose packaged. Contractor must provide the Jail health system with a credit for those medications still in their unbroken unit dose bubbles.
- Contractor will perform a quarterly pharmaceutical inspection at the Gila County Jail, either directly or via a contracted pharmacist, contracted by the bidder, and complete a written inspection review form. The areas of inspection shall include a minimum; appropriate storage of medications, including controlled medications and supplies, appropriate records to insure adequate control and accountability for medications, the presence or absence of outdated, discontinued or recalled medication, periodic reviews or stop dates of DEA-controlled or abusable drugs, review and appropriate use of a formulary, and the existence of appropriate policies and procedures for medications which are adequately followed. The inspection review form will be forwarded to, and retained by, the Jail Health Program Supervisor.
- Contractor will submit periodic reports to the Jail Administration, summarizing medication use by the Agency. The frequency and details included in the report will be by mutual agreement.

**PROPOSAL FORMAT AND CONTENT**

To be complete, a proposal should contain the following sections:

**Cover letter**

- A cover letter addressed to Gila County Finance, Address 1400 E. Ash St. Globe, AZ 85501. The letter must state the submitter's ability to comply with all the stipulations of the bid, and should point out the submitter's particular strengths and why the proposer should be chosen to provide the service needed.
- If there are areas in which the submitter cannot or may not comply, the letter must specify and explain.
- The letter must be signed by a person legally able to commit the vendor or practice. The letter must include the submitter's mailing address and telephone number.

Scope of Work Continued...

**SELECTION CRITERIA:**

The selection process will be based on the following criteria:

- Professional qualifications and experience.
- Delivery services offered.
- Meeting of minimum status qualifications.
- Weekend, holiday and after hours services offered, including satisfactory notification system.
- Projected cost.

**MINIMUM STATUS QUALIFICATIONS**

- Contractor must be licensed and in good standing to provide prescription service by the Arizona Pharmacy Board.
- Contractor will be required to supply proof of liability insurance in the minimum amount of \$1 million per occurrence.
- Contractor must be judged by the county to have adequate experience, legal status, finance and credit, staff, and facility to be able to service the account satisfactorily. Gila County will be the sole judge of whether or not a bidder meets these prequalification conditions.

## INFORMATION REQUESTS

All requests for additional information shall be put in writing and directed to: Stephanie Chaidez, Purchasing Agent, (928) 402-8897, [schaidez@gilacountyaz.gov](mailto:schaidez@gilacountyaz.gov).

### **INSTRUCTIONS TO BIDDERS**

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

### **EXHIBIT "A" INSTRUCTIONS TO BIDDERS**

#### **Preparation of Sealed Proposal**

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

Instructions to Bidders continued....

### **Addendum**

Any addendum issued as a result of any change in this Request for Sealed Proposal must be acknowledged by all Contractors in the following manner:

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 30.
2. Copies of all addenda must be attached to the submittal.

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

### **Inquiries**

Any questions related to this Request for Proposal must be directed to those whose names appear on the Notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor(s) must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 P.M., Wednesday, June 24, 2020 will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **Late Proposals**

Any proposal received later than the date and time specified on Notice for Sealed Proposal will be returned unopened. Late Proposals shall not be considered. Any Contractor submitting a late Proposal shall be so notified.

### **Submittal Proposal Format:**

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

Instructions to Bidders continued....

1. By signature in the offer section of the Offer and Acceptance page, Contractor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipts of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

**The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL", Proposal No., "050420", Date "July 1, 2020", and time "2:00 PM" of Proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the Notice. Spiral bound proposals are not permitted.**

**General Conditions**

1. Bid award will be made to the lowest or best bid, based on prescription cost, and fees bid, and the total pricing of the list of selected prescriptions. The successful bidder must offer all services and products requested for a single local source and supply for prescription medications for jail inmates.
2. During the contract period, no adjustments will be allowed in prescription fees.
3. Monthly adjustments in prescription prices may be allowed based on increases and decreases in the cost of drugs to the supplier. Provisions for price adjustment up or down from supplier pricing as of the award date, during the contract period, must be supplied in a bidder statement, accompanying the bid.
4. Adjustments must be based on price changes to supplier, be clearly documented, and be easily auditable by the County
5. Timely notice and documentation must be provided to the County.
6. Gila County reserves the right to negotiate an acceptable method of price adjustment prior to awarding the bid. The County also reserves the right to inspect relevant bidder documentation at the bidder's place of business prior to bid award and at any time during the contract period.
7. Pricing structure for medications is anticipated to be a combination of the lesser of the following:
  - State Medical Rate
  - Average Wholesale Price (AWP) minus an agreed upon percentage
  - Store Retail Sale Price
8. Fill fees for medications are anticipated to be the current HCFA and state medical rate.
9. Bidder will be willing and able to submit, whether electronically or via hard copy, medication claims for those inmates processing private insurance, or state or federal medical assistance. These claims will be submitted directly to the carrier.
10. The bidder will work with the Jail Health Program medical billing clerk to determine eligible offenders, and will bill the County only that portion of the medication cost not covered by the insurance or medical assistance carrier.
11. Invoices will be required to be itemized by name of patient and prescription number, and must show for each item the drug name, potency, unit quantity, and unit cost. Invoice must be able to be sorted by type of medication.
12. The County will require that the contractor be able to sort and print out a monthly invoice or report containing only those medications prescribed for mental health disorders.
13. Payments will be processed in accordance with Gila County's established policies and procedures. Invoices received prior to the first day of the month will be paid by the end of the month.
14. Credit will be given to the County for any unused medications still in unbroken bubbles in a blister pack.
15. During the contract period, if the supplier cannot supply services or products due to problems beyond their control, Gila County reserves the right to purchase elsewhere.
16. The term of the bid will be from when it is signed by the Board of Supervisors and remains in effect for a period of one year from that date, and may be renewed for up to three (3) one-year terms, for a total of four (4) years, by mutual agreement of the parties.
17. Either party may withdraw from the agreement with or without cause by providing the other party with 90 days written notice.
18. The medical delivery system, including the medication delivery system, must conform to County standards for medical services provided in the Gila County code as set by state law, and with Arizona State law. The system must conform to the most recent edition of the *Standards for Medical Services in Jails*, developed by the National Commission on Correctional Health Care (NCCHC).



REQUEST FOR SEALED PROPOSALS NO. 050420  
PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

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General Conditions continued...

19. The Contractor shall indemnify and hold harmless the Gila County Sheriff's Office and its agents, servants or employees from all claims, actions, lawsuits, damages, judgments or liabilities arising out of an intentional tort committed as a result of providing medication to the Gila County Jail. Conversely, the Gila County Sheriff's Office shall indemnify and hold harmless the Contractor and its agents, servants, employees, from all claims, actions, lawsuits, damages, judgments or liabilities arising out of the operation and maintenance of the Gila County Jail, including maintaining security, as well as acts performed by the contractor done in the course of providing medical care for Gila County.
20. Standing orders, rules, and regulations of the contractor relating to medical services are generally to established and implemented solely by the contractor. In areas that impact upon the security and general administration of the Gila County Jail, the Policies and Procedures of the contractor are subject to review and approval of the Gila County Sheriff's Office.

It is the intent of Gila County to award a contract to a qualified Contractor for the Pharmacy Services for Gila County Detention Medical.

**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

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

**Protests**

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

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

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

REQUEST FOR SEALED PROPOSALS NO. 050420  
PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

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*General Terms & Conditions continued...*

**Laws and Ordinances**

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

#### **EXHIBIT "B" CONTRACT AWARD AGREEMENT**

This exhibit shall serve as an example of the contract agreement to any Contractor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained on pages 24 through 33.

#### **Overcharges by Antitrust Violations**

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

#### **Authority to Contract**

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

#### **Contract Amendments**

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

Contract Award Agreement continued...

### **Contract Default**

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

### **Right to Assurance**

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

### **Co-op Use of Contract – Intergovernmental Purchasing**

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

### **Cancellation of County Contracts**

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

### **Termination of Contract**

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

Contract Award Agreement continued...

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

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

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

#### **Indemnification Clause**

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

#### **Israel Boycott Certification Clause**

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Agreement.

*Contract Award Agreement continued...*

## **General**

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

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

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

The insurance requirements herein are minimum requirements for this Contract and 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".**

Contract Award Agreement continued...

**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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**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.



Contract Award Agreement continued...

- 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](mailto:bhurst@gilacountyaz.gov). The County project or contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS**

**Purpose**

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL for Gila County.

<p><b>This specification is intended to describe the type, size, and quality, which will best meet the demands of the using department. It is NOT intended to favor any one brand or make. The mention of brand names or components merely serves to specify the quality or general type required.</b></p>
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**SECTION 1.0**

**General Purpose**

- 1.1 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its Proposal submission to assure the following requirements are met.
  - 1.3.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
  - 1.3.2 Qualification and Certification Form (page 23-24)
  - 1.3.3 Price Sheet (page 25)
  - 1.3.4 References List (page 26)
  - 1.3.5 No Collusion Certification (page 27)
  - 1.3.6 Certification Regarding Debarment (page 28)
  - 1.3.7 Intentions Concerning Subcontracting (page 29)
  - 1.3.8 Legal Arizona Workers Act Compliance (page 30)
  - 1.3.9 Checklist & Addenda Acknowledgment (page 31)
  - 1.3.10 Offer Page (page 32)
  - 1.3.11 Acceptance of Offer (page 33)

Minimum Specifications continued....

## **SECTION 2.0**

### **Drug Price List**

- 2.1 This list is based upon the Preferred Drug Formulary used by the Gila County Jail and represents medications commonly prescribed for Gila County Jail inmates. There is an average of 55 prescriptions filled per month.
- 2.2 The quantities and types of medications listed in the bid represent Gila County's estimated requirements. Gila County will be neither obligated by, nor restricted to, the quantity and types of medications listed. The list is provided for bidding purposes only. Gila County reserves the right to update the formulary as medical needs dictate.
- 2.3 All drugs provided shall meet or exceed standard pharmaceutical quality specifications for prescription drugs and medications. Any brands specified in this bid are solely for the purpose of indicating the standard of quality and performance for the intended use.
- 2.4 The County desires the generic form of any drug ordered whenever possible, even when the order is by brand. However, generic brands supplied must be recognized within the industry as standard.
- 2.5 Bidders are requested to provide pricing for this list, based on their pricing as of January 1, 2020. Pricing is to include the pharmacy's cost, the prescription fee, and the total proposed cost to the County for each drug listed. The prescription quoted for each drug is to include all charges to the County over and above the cost of the drug or medication to the supplier. This fee shall be full compensation for the service provided, including all labor, packaging, delivery, tax (except as noted below), overhead, profit margin, and all other costs whatsoever in any way related to the providing of this service to the County.
- 2.6 The Pharmacy Prescription fees quoted will remain unchanged through December 31, 2020. The price of each prescription to the county is to be comprised of cost, plus fees, plus applicable taxes. Upon receipt of a valid invoice, Gila County will pay State Sales Tax as required. For bidding purposes, however, do not include Arizona State Sales Tax in price quoted.
- 2.7 For bid comparison purposes, potency, unit, and quantity per prescription must be as listed. If changing any of these factors for any item, bidder must plainly indicated on the bid form.
- 2.8 For purposes of bid evaluation, item on this list which are not bid will be penalized by adding 10% to the highest bid on the like item, and adding that amount to the non-responsive bidders' total.

## **SECTION 3.0**

### **Proposal Pricing & Term**

- 3.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.
- 3.2 The term of the contract shall commence on \_\_\_\_\_, 202\_\_ and shall remain in effect for one year from the date of award. The County shall have the option to renew the contract for three (3) additional one (1) year periods upon agreement of both parties.
- 3.3 Profit costs may be negotiated should the Contractor provide information indicating the necessity for such price increases and must meet the Board of Supervisor's approval by an amendment to the contract prior to any such extension.

## **SECTION 4.0**

### **Evaluation of Proposal and Negotiations**

- 4.1 The Finance Director may appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the Request for Proposals. The Board of Supervisors shall not act in capacity of the selection committee. Proposals shall be evaluated on the factors set forth in the Request for Proposals.

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

**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" Bidder Qualifications and Certification**

**Purpose**

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

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

**Contract Number 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL**

The applicant submitting this Proposal warrants the following:

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

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2. Has Contractor (under its present or any previous name) ever failed to complete a contract? \_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract for cause with Contractor (under your Contractor's present or any previous name)? \_\_\_\_\_Yes \_\_\_\_\_No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. Contractor must also provide at least the following information:
- a. A brief history of the Contractor.
  - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein; shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
  - d. List the specific qualifications the Contractor has in supplying the specified services.
  - e. Gila County reserves the right to request additional information.

REQUEST FOR SEALED PROPOSALS NO. 050420  
PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

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Qualification & Certification continued....

6. **Contractor Experience Modifier (e-mod) Rating in Arizona:** \_\_\_\_\_  
(If Applicable)

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

7. **Current Contractor Business Arizona License Number:** \_\_\_\_\_  
(If Applicable)

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

REQUEST FOR SEALED PROPOSALS NO. 050420  
PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

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**PRICE SHEET**

Please complete price sheet in its entirety for the services provided in RFP 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL.

**Contractor Name:** \_\_\_\_\_

**Phone No.:** \_\_\_\_\_

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

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

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

**REFERENCE LIST**

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

**References**

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. **Company:** \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
Job Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Name of Business**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Title**



REQUEST FOR SEALED PROPOSALS NO. 050420  
PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

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

STATE OF ARIZONA                    )  
  )ss  
COUNTY OF GILA                    )

\_\_\_\_\_  
(Name of Individual)

being first duly sworn, deposes and says:

That he or she is \_\_\_\_\_  
(Title)

Of \_\_\_\_\_ and  
(Name of Business)

That he or she is submitting a proposal on **PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL, RFP NO. 050420** and,

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

That neither he nor anyone associated with the said \_\_\_\_\_

\_\_\_\_\_  
(Name of Business)

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

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_  
Notary Public

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

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

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

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

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Typed Name and Title of Authorized Representative

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Signature of Authorized Representative

☐

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

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **Bid No. 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay delivery of services.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

**BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**

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

**CHECKLIST:**

**REQUIRED DOCUMENT**

**COMPLETED / EXECUTED**

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

\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

	#1	#2	#3	#4	#5
Initials	_____	_____	_____	_____	_____
Date	_____	_____	_____	_____	_____

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Contractor:

By: \_\_\_\_\_

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before July 1, 2020, by 2:00 PM.

REQUEST FOR SEALED PROPOSALS NO. 050420  
PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

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**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 050420 PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL**

**Contractor Submitting Proposal:**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

**For clarification of this offer, contact:**

Name: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Fax \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorized Person to Sign**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

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

REQUEST FOR SEALED PROPOSALS NO. 050420  
PHARMACY SERVICES FOR GILA COUNTY DETENTION MEDICAL

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**ACCEPTANCE OF OFFER**  
(For Gila County use only)

***The Offer is hereby Accepted:***

The Contractor \_\_\_\_\_ is now bound to provide the materials or services listed in RFP No.: 050420 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity.

The contract shall henceforth be referenced to as **Contract No. 050420**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Contractor receives written notice to proceed from Gila County.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**GILA COUNTY BOARD OF SUPERVISORS:**

**CONTRACTOR:**

\_\_\_\_\_  
**Woody Cline, Chairman of the Board**

\_\_\_\_\_  
**Authorized Signature**

**ATTEST:**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Marian Sheppard, Clerk of the Board of Supervisors**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**The Gila County Attorney's Office**

**ARF-6083**

**Regular Agenda Item 2. F.**

**Regular BOS Meeting**

Meeting Date: 06/02/2020

Submitted For: Jacque Sanders, Deputy County Manager/Librarian

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

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Information

Request/Subject

Submit a comment letter to Director of United States Fish and Wildlife Service regarding the Revision to the Nonessential Experimental Population of the Mexican Wolf; Environmental Impact Statement.

Background Information

On April 15, 2020, the United States Fish and Wildlife Service opened the comment period regarding the preparation of a Draft Environmental Impact Statement Supplement in conjunction with a proposed rule to revise the existing non-essential experimental population designation of the Mexican Wolf under section 10 (j) of the Endangered Species Act of 1973 as amended. The comment period closes on June 15, 2020.

Evaluation

The Mexican Wolf issue continues to be a serious concern to Gila County citizens. The revised Rule and Environmental Impact Statement Supplement are being developed by the United States Fish and Wildlife Service in response to a court-ordered remand by the District Court of Arizona of the 2015 final rule to revise the nonessential experimental population designation and management of Mexican Wolves in the Mexican Wolf Experimental Population Area in Arizona and New Mexico.

Conclusion

It is important for the Gila County Board of Supervisors to comment on the four topic areas outlined in the Federal Register 50 CFR Part 17 published on April 15, 2020.

Recommendation

Staff recommends that the Gila County Board of Supervisors approve the prepared comment letter to the United States Fish and Wildlife Service.

Suggested Motion



Information/Discussion/Action to approve the submission of a letter to the United States Fish and Wildlife Service regarding the proposed Draft Environmental Impact Statement Supplement, in conjunction with a proposed rule to revise the existing nonessential experimental population designation of the Mexican wolf under section 10(j) of the Endangered Species Act of 1973, as amended. **(Jacque Sanders)**

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Attachments

Comment Letter - Mexican Wolf

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

**Tim R. Humphrey, District II**  
(928) 425-3231  
[thumphrey@gilacountyaz.gov](mailto:thumphrey@gilacountyaz.gov)

**Woody Cline, District III**  
(928) 402-4401  
[wcline@gilacountyaz.gov](mailto:wcline@gilacountyaz.gov)



**GILA COUNTY**  
**BOARD OF SUPERVISORS**  
1400 E. Ash Street  
Globe, Arizona 85501

**W. James Menlove,**  
**County Manager**  
(928) 402-4257  
[jmenlove@gilacountyaz.gov](mailto:jmenlove@gilacountyaz.gov)

**Marian Sheppard,**  
**Clerk of the Board of Supervisors**  
(928) 402-8757  
[msheppard@gilacountyaz.gov](mailto:msheppard@gilacountyaz.gov)

June 2, 2020

Submitted via <http://www.regulations.gov>  
Docket No. FWS-R2-ES-2020-0007

Public Comments Processing  
Attn: FWS-R2-ES-2020-0007  
U.S. Fish and Wildlife Service  
MS: PRB/PERMA (JAO/1N),  
5275 Leesburg Pike, Falls Church, VA 22041-3803

RE: Gila County comments on the FWS-R2-ES-2020-0007, Revision to the Nonessential Experimental Population of the Mexican Wolf (*Canis lupus baileyi*); Environmental Impact Statement

Dear Sirs and Madams:

**General Scoping Comments**

The scope of analysis should include:

1. Analysis of the economic, physical and mental impacts on ranching families;
2. Analysis of the economic impacts on the hunting and guiding and other recreational activities;
3. Analysis of the impacts on the game populations in the areas of wolf release and dispersal;
4. Analysis of the impacts on allotment owners preexisting surface rights on federal lands.

Issue 2: Cascading from the above impacts to ranching, hunting and guiding and recreational activities has been reductions in direct and indirect tax revenues to the states, tribal and local governments.

The scope of this analysis should include:

1. Analysis of the reduction in state and local government tax revenues in New Mexico from the reduction of livestock head taxes;
2. Analysis of the reduction state and local government tax revenues from circulating dollars through the loss of ranching operations forced out of business to include feed sales, cattle hauling to market, sales rings, fuel sales, restaurants, and other local businesses;

3. Analysis of the reduction state and local government tax revenues from circulating dollars through the reduction of hunting and guiding and recreation opportunities due to impacts on game populations affecting fuel sales, motel revenues, restaurants;
4. Analysis of the reduction state and local government tax revenues from circulating dollars through the reduction of recreation opportunities due to forest BLM land closures of developed and dispersal camping affecting restaurants, motels, food and equipment and fuel sales.

**Specific Comments Requests on the Narrow Range of Topics**

**“(1) The benefits or potential impacts to the Mexican wolf or the public and our partners of an “essential” versus “nonessential” designation.”**

Factors that must be considered by the Secretary in making the finding that the designation will “further the conservation of [the] species” include:

- (1) Any possible adverse effects on extant populations of a species as a result of removal of individuals, eggs, or propagules for introduction elsewhere;
- (2) The likelihood that any such experimental population will become established and survive in the foreseeable future;
- (3) The relative effects that establishment of an experimental population will have on the recovery of the species; and
- (4) The extent to which the introduced population may be affected by existing or anticipated Federal or State actions or private activities within or adjacent to the experimental population area.

“Essential” means the experimental population’s loss “would be likely to appreciably reduce the likelihood of the survival of the species in the wild.” 50 C.F.R. § 17.80(b). All other populations are to be classified as “nonessential.” *Id.*

In the 2015 rule FWS reasoned that because the purpose of the 2015 rule is to revise management protocols for an existing population, reconsideration of the population’s nonessential status was “outside the scope” of the rulemaking. Gila County concurs with that rationale. We felt that due to the expanded numbers of the captive population there was no likelihood the entire subspecies would be placed in jeopardy of extinction. This would be true even if all of the Mexican wolves in the wild failed to reproduce and had a total population collapse. This of course has not occurred and the population in the wild has continued to increase in numbers and dispersal throughout the recovery area.

**Scoping Issues on This Item:**

1. The nonessential designation needs to be retained. The Court erred by relying on a statement in the record “a group of scientists informed FWS, through submission of a formal public comment, that FWS misstated and misinterpreted the scientists’ findings.” The scientist’s findings were based on modeling that has now been discredited by the on-the ground evidence of the success of cross-fostering and successful releases into the wild from captive populations. This error leads to the false reasoning that the essential designation is required to support a successful recovery of the Mexican wolf;
2. The scientist’s significant misrepresentation in their evaluation fails to take into account the extremely low number of foundation members. Gila County has long held that due to the low numbers of founding members that the genetic viability of the captive and wild populations has always been in jeopardy;
3. The statutory definition of essential is plain on its face. The loss of the experimental

population in the wild due to a lack of genetic variability is not occurring. The captive population is being managed to maintain what little genetic variability that has ever existed;

4. Our conclusion is that maintenance of the nonessential status would not be likely to appreciably reduce the likelihood of the survival of the species in the wild.
5. From the Judge's decision, "Whether a population is designated "essential" or "nonessential" affects whether federal agencies have a duty to consult with FWS on certain federal actions under ESA Section 7(a)(2). Where a population is designated "nonessential," federal agencies are not required to formally consult with FWS on actions likely to jeopardize the continued existence of the species. 16 U.S.C. § 1536(a)(2). Instead, federal agencies must engage in a conferral process that results in conservation recommendations that are not binding upon the agency. *Id.* § 1536(a)(4). Additionally, the Secretary may not designate critical habitat for an experimental population designated as nonessential. *Id.* § 1539(j)(2)(C)(ii). To date, the "essential" designation has never been applied to an experimental population of any species." The potential impacts from essential classification that require analysis are:
  - a. Increase of Service and other federal agencies personnel to do the formal consultations;
  - b. Delays of permit application processing;
  - c. Effects need to be analyzed on grazing allotment pre-existing rights and other activities on federal lands due to making the essential designation.

**(2) Aligning the population objective and release recommendations in the new revised rule with the recovery criteria in the revised recovery plan for the MWEPA to ensure the new revised rule supports the long-term conservation and recovery of the Mexican wolf.**

**Scoping Issues on This Item:**

1. Further analysis and statements need to delve into the fact that Mexican wolves were rarely detected above Interstate 10 in the southern U.S. portion of their historic range. The historic range in the U.S. is only 10% of this historic range with the historic range being 90% in Mexico. *Canis lupus mogollonensis* did occupy what is now being used for the reintroduction of the Mexican wolf;
2. The Court concluded that, "the population size and effective migration rate, which do not further the conservation of the species, are arbitrary and capricious." Analysis should take into account the above historic range. There should be extensive discussion in the analysis of what is being proposed for Mexican wolf numbers in the southwestern far exceeds their historic range occupation;
3. Analysis should focus on recovery of the Mexican wolf in its historic range of Mexico. This would be more in line with long range conservation and recovery of the Mexican wolf in its historic range;
4. Analysis should take into account that with the increase of numbers of wolves in the current allowed release areas there has been a corresponding increase in livestock depredations. There has been no increase in wolf management personnel at the local, state or federal level. The analysis should include a determination of:
  - a. How many Service, local government, state government and other federal agency personnel need to be increased in order to properly manage the increased numbers;
  - b. Whether or not wolves have already saturated the habitat within BRWRA, MWEPA and occupied dispersal areas and therefore further releases in these locations do

- not further the conservation or recovery of the species;
- c. Analysis needs to provide disclosure of how the Service intends to secure increases in funding to provide reasonable compensation for livestock depredations;
- d. Analysis needs to disclose how many increased Service, USDA Wildlife Services and state and local government personnel will have to be brought on to properly investigate and make determinations for livestock depredations;

**(3) Management provisions to facilitate the ability to achieve the genetic recovery criterion for the MWEPA which serves the long-term conservation and recovery plan target.**

**Scoping Issues on This Item:**

1. As stated above in Item (1), 2. the genetic problem stems from the small number of founding members. Even with the releases over the last four decades and the institution of cross-fostering Mexican wolves in the wild continue their downward spiral as stated in the recovery plan. It is understood from conservation biologists and environmental activist discussions that the desire is to expand Mexican wolves occupied territory northward to meet up with Northern timber wolf populations. The objective as stated is to improve the genetic vigor necessary to halt the downward spiral. What is not discussed in this objective is that the resulting cross breeding will dilute and eventually swamp Mexican wolf genetic distinction. We hold this would be a violation of the Endangered Species Act. Analysis of this issue should include:
  - a. An explanation why after four decades of breeding genetic viability does not exist in the wild population in combination with the captive population;
  - b. Determination of the effect on the Mexican wolf species if they are released or they are allowed to disperse above Interstate 40 and intermingle with timber wolves migrating from the north;
  - c. An examination of a “release [of] a sufficient number of captive Mexican wolves to result in 22 released Mexican wolves surviving to breeding age in the MWEPA.” This needs to take a hard look at how the Service intends to monitor these releases and proposed benefit to genetic vigor;
  - d. A detailed statement why releases and recovery effort is not concentrated in Mexico. Until the 90% of the historic range is occupied by a self-sustaining population it is absurd to envision a successful recovery of the species. Supporting this contention is the statement quoted in the Judge’s opinion, “FWS has also recognized that the future success of the Mexican wolf “is likely to depend on the establishment of a metapopulation or several semi-disjunct populations spanning a significant portion of its historic range in the region.” (2015 10(j) Rule at FR000175.)” (Emphasis added)
2. The County disagrees with the Judge’s finding that the expanded take provisions lack protections for the loss of genetic diversity. The following are our comments on the three issues identified for further analysis:
  - a. Take on non-Federal lands in conjunction with a removal action as described in the 2015 rule. If a livestock owner is experiencing depredation or a family or community has wolves endangering residents, then this take provision needs to remain in effect. Endangerment of persons and property needs to have an appropriate response. This provision needs to be in alignment with the ESA provision that allows a take when a person or their property is in eminent threat. This provision also needs to be in alignment with the fourth and fifth amendment

to the Constitution. Removal of offending and obviously habituated wolves is an option to lethal takes. Genetic diversity is not an excuse to permit serious impacts to persons or property. Allowing wolves to remain and continue unacceptable behavior on non-federal lands merely encourages bad behavior and transmitting that behavior to the offending pack. For these reasons there needs to be a return to the three strikes rule with an inclusion that prevents livestock depredating wolves from being relocated into occupied livestock grazing allotments.

- b. Takes on Federal land should continue as the 2015 rule directs when wolf behavior described above occurs. In addition, the three strikes rule and prohibition of translocation of depredating wolves to occupied livestock grazing allotments.
- c. The 2015 rule should continue for takes resulting to impacts to a wild ungulate herd. Gila County is concerned that eliminating this provision could have serious impacts on the ecosystems and species dependent on those ecosystems. It is hard to imagine that Congress desired placing additional species in jeopardy of extinction through experimentally introduced species. This is particularly troubling when introducing a species into habitats they historically never occupied and where even their rare presence has been removed through extirpation for many decades. With all wolf subspecies having been extirpated in the southwest, particularly in the Cochise, Coconino, Gila and Apache-Sitgreaves Forests those ecosystems have evolved and adapted without their presence. This is particularly true since humans and their survival activities are now occupying these habitats. If we continue on the current trends of increased wild ungulate depredations wolves will increase pressure on livestock. This will continue the downward spiral of ranching operations. With decreased grazing on allotments there will be a decrease in construction and maintenance of livestock water developments. The decrease in water availability will compound the impacts on the wild ungulate populations. Analysis must include an examination of these ecosystem impacts. Analysis also needs to include impacts on game department revenues from hunting licenses, state and local government tax revenue loss from reduced hunting and outfitter and guide activities.

**(4) Comments on proposals to update data, information, and analyses pertinent to any of the revisions under consideration in the new revised rule.**

**Scoping Issues on This Item:**

- 1. Modification of the Purpose and Need of the 2014 EIS only as necessary to explain the role of the MWEPA in the recovery of the Mexican wolf, based on the revised recovery plan. The following are our comments and identified issues on modification of the Purpose and Need:
  - a. Gila County commends the Service in a better explanation of the role of the MWEPA. However, we are concerned about total reliance on the recovery plan for possible changes. The recovery plan team was made up of primarily wolf introduction advocates. We believe that recovery direction should be directed by a more rigorous scientific inquiry. An examination team should be a multi-discipline effort rather than exclusively wolf biologists. This effort should also be subjected to a rigorous multi-discipline peer review.
- 2. The following are our comments and identified issues on proposed changes for Alternative One (Proposed Action and Preferred Alternative), revision of the population objectives and release recommendations:

- a. It is difficult to provide responsible comments without some kind of range of population numbers the Service is contemplating. We do note in the Judge's ruling the citation of (2015 10(j) Rule at FR000138–39A). "[i]n the more immediate future, FWS may conduct **additional** releases in excess of 1–2 effective migrants per generation to address the high degree of relatedness of wolves in the current BRWRA." [Emphasis Added] The assertion by the plaintiffs on this issue is that the Service were only going to release 1-2 effective migrants per generation. The Judge relied on this false assumption and the comments of Carroll, et al to rule in favor of the plaintiffs and label the Service's decision arbitrary and capricious;
- b. In regard to revising any of the three forms of allowable take discussed please see our issues and comments in item (3) above.
3. The following are our comments and identified issues on proposed changes for Alternative Two, we may revise any of the three forms of allowable take discussed above, consistent with revisions made in Alternative One:
4. See the comments and issues identified in the above sub-issues 1. and 2. Gila County commends the Services proposal to provide updated data in the supplemental EIS at the relevant State or county level for Arizona and New Mexico to analyze the environmental consequences (*i.e.*, effects or impacts) of our revisions on the land use, biological resources, economic activity, health and human safety, and environmental justice in the project area.

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

Respectfully submitted,

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Woody Cline  
Chairman of the Board  
Gila County Board of Supervisors

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Date

ATTEST

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Marian E. Sheppard  
Clerk of the Board  
Gila County Board of Supervisors

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Date

**ARF-6073**

**Consent Agenda Item 3. A.**

**Regular BOS Meeting**

Meeting Date: 06/02/2020

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Pleasant Valley Community Council, Inc. - Special Event Liquor License Application for July 17, 2020, July 18, 2020, and July 19, 2020.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This non-profit organization has properly completed the application and if the Board of Supervisors approves the application, the Pleasant Valley Community Council, Inc. will have used 3 days of the allowable 10 days to serve liquor at a special event in 2020.

Recommendation

The Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the DLLC for its final approval. The Pleasant Valley Community Council, Inc. has been informed that the DLLC is currently accepting special event liquor license applications; however, they are not being processed until Arizona Governor Doug Ducey issues an executive order to allow the gathering of more than 10 people and the DLLC Director gives subsequent authorization to process the applications.



### Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Pleasant Valley Community Council, Inc. for an event to be held on July 17, 2020, July 18, 2020, and July 19, 2020, at the Pleasant Valley Community Center located in Young.

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### Attachments

Pleasant Valley Community Center - Application

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

FOR DLIC USE ONLY

Received Date:
Job #:
CSR:
License #:

APPLICATION FOR SPECIAL EVENT LICENSE

Fees: \$25.00 per day for 1-10 days (consecutive) Cash Checks or Money Orders Only  
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

**IMPORTANT INFORMATION:** This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event.

**SECTION 1** Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Seeley Vanessa Katherine 1-14-79  
Last First Middle Date of Birth  
2. Applicant's mailing address: P.O. Box 554 Young AZ 85554  
Street City State Zip  
3. Applicant's home/cell phone: 928 978-9274 Applicant's business phone: ( )  
4. Applicant's email address: vanessakseeley79@yahoo.com

**SECTION 2** Name of Organization, Candidate or Political Party/Gov.: Pleasant Valley Community Council

**SECTION 3** Non-Profit/IRS Tax Exempt Number: 86-0424124

**SECTION 4** Event Location: Pleasant Valley Community Center  
Event Address:  Hwy 288 Young, AZ.

**SECTION 5** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
See A.R.S. § 4-244(15) and (17) for legal hours of service.

PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>7-17-20</u>	<u>Fri</u>	<u>11:00 a.m.</u>	<u>12:00 a.m.</u>
DAY 2:	<u>7-18-20</u>	<u>Sat</u>	<u>11:00 a.m.</u>	<u>12:00 a.m.</u>
DAY 3:	<u>7-19-20</u>	<u>Sun</u>	<u>11:00 a.m.</u>	<u>12:00 a.m.</u>
DAY 4:				
DAY 5:				
DAY 6:				
DAY 7:				
DAY 8:				
DAY 9:				
DAY 10:				

**SECTION 6** What type of security and control measures will you take to prevent violations of liquor laws at this event?  
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

1 Number of Police \_\_\_\_\_ Number of Security Personnel ☒ Fencing ☒ Barriers

Explanation: Area is fenced on 3 sides, there  
will be a barrier on the open end.

**SECTION 7** Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No  
(If yes, Local Governing Body Signature not required)

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
License Number

\_\_\_\_\_  
Phone (Include Area Code)

**SECTION 8** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- ☐ Place license in non-use  
☐ Dispense and serve all spirituous liquors under retailer's license  
☒ Dispense and serve all spirituous liquors under special event  
☐ Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

**SECTION 9** What is the purpose of this event?

- ☒ On-site consumption ☐ Off-site (auction/wine/distilled spirits pull) ☐ Both

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event days have been issued to this organization during the calendar year? 3  
(The number cannot exceed 10 days per year.)

3. Is the Organization using the services of a Licensed Contractor?

☐ Yes ☒ No If yes, please provide the following: Name of Licensed Contractor: \_\_\_\_\_

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?

☐ Yes ☒ No If yes, please provide the following: Name of Licensee \_\_\_\_\_ License #: \_\_\_\_\_

5. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name \_\_\_\_\_ Percentage: \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_ Percentage: \_\_\_\_\_

Address \_\_\_\_\_

Street

City

State

Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**

**NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.**

**SECTION 11** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

# ATTACH DIAGRAM

If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

I, (Print Full Name) Janessa Seeley hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: \_\_\_\_\_

## LOCAL GOVERNING BOARD

Date Received: \_\_\_\_\_

I, \_\_\_\_\_ (Government Official) \_\_\_\_\_ (Title) recommend ☐ APPROVAL ☐ DISAPPROVAL

On behalf of \_\_\_\_\_ (City, Town, County) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

## DLLC USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

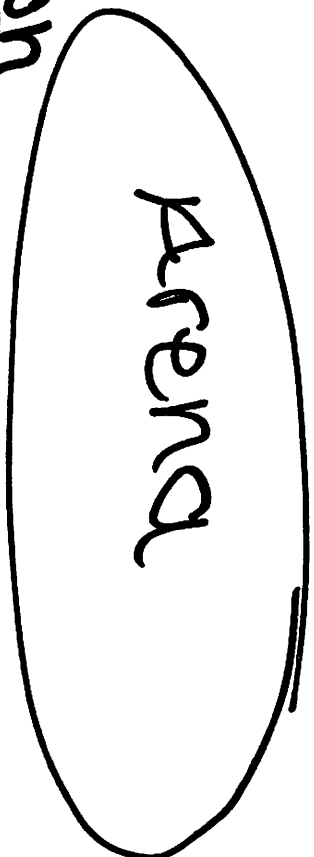
### **A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

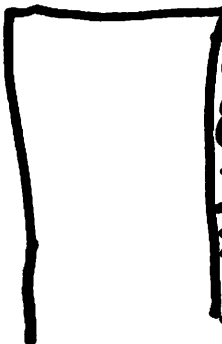
E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.

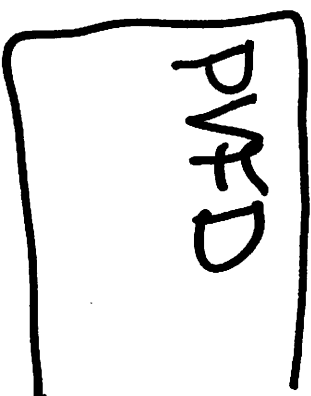


Alcohol  
Sales →

Pavillion



Community  
Center



Hwy 288

**ARF-6081**

**Consent Agenda Item 3. B.**

**Regular BOS Meeting**

**Meeting Date:** 06/02/2020

**Reporting Period:** BOS May 12, 2020 and May 19, 2020 BOS Meeting Minutes

**Submitted For:** Marian Sheppard, Clerk of the Board

**Submitted By:** Melissa Henderson, Deputy Clerk

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**Information**

**Subject**

Board of Supervisors' May 12, 2020 and May 19, 2020 Meeting Minutes.

**Suggested Motion**

Approval of the Board of Supervisors' May 12, 2020 and May 19, 2020 meeting minutes.

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**Attachments**

05-12-20 Meeting Minutes

05-19-20 Meeting Minutes

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

Date: May 12, 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

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PRESENT: Woody Cline, Chairman; Tommie C. Martin, Vice-Chairman (by phone); and Tim R. Humphrey, Member.

STAFF PRESENT: James Menlove, County Manager; 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 Homero Vela led the Pledge of Allegiance.

**Item 2 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion on current and future Public Works Department projects as outlined in the County's 5-Year Capital Improvement Plan.**

Steve Sanders, Public Works Department Director, advised that each of his Division Managers were present and would be providing information on their Division. Darde De Roulhac, Floodplain Engineer, Gila County Floodplain District, stated that Floodplain Division staff have been discussing several past and upcoming projects with FEMA (Federal Emergency Management Agency). These projects are in addition to the routine issuance of floodplain use permits, and monitoring rainfall and streamflow to help alert residents of the potential for flooding. Mr. De Roulhac proceeded to review these new projects, as follows: 1) LIDAR (Light Detection and Ranging), which is a remote sensing method that uses light in the form of a pulsed laser to measure ranges (variable distances) to Earth. The LIDAR provides ground elevations throughout most of

the developed areas of the County, excluding tribal lands. This project was funded by FEMA and administered by the USGS (United States Geological Survey). Mr. De Roulhac advised that it is a first step to being able to provide flooding elevations and extents so residents can build in a manner that protects life and property without excessive engineering costs for an additional project. The County received the product data last year and copies of it were provided to the City of Globe and Town of Payson. Each Board member commented that they often deal with complaints from residents on floodplain issues, so they are pleased that this data is available. They thanked Mr. De Roulhac and his staff for their efforts. 2) The next step is the BLE (Base Level Engineering) project which will be funded by FEMA. This is a process for flood mapping areas that have only an approximate study (flood zone "A" which does not have flood elevations) or watercourses that have not yet been studied. BLE uses the LIDAR data in a somewhat automated process to give flooding information at a greatly reduced cost, with accuracy (although not as much as a detailed study would have). In summary, no base flood elevations or cross-sections will be put on the Flood Insurance Rate Maps as a result of this BLE. Mr. De Roulhac added that a tentative request for the inclusion of unstudied watercourses has been submitted to FEMA for their consideration, should the Board of Supervisors decide to proceed with this project. Supervisor Humphrey inquired if this data would prove FEMA wrong to which Mr. De Roulhac replied that could be possible. Mr. De Roulhac stated, "We could eliminate some areas from the floodplain that were incorrectly mapped and may include new areas." Chairman Cline entered a discussion about the watersheds and tribes not being included in the LIDAR. Mr. De Roulhac stated that FEMA negotiated that arrangement with the tribes; however, he doesn't know who initiated it. He added that the tribes won't have the data to do BLEs so they would have to work with FEMA. Chairman Cline advised that he get information on the process regarding the tribes and LIDAR. Each Board member thanked Mr. De Roulhac for the information.

Kenneth Keith, Recycling and Landfill Manager, presented the following information for the Buckhead Mesa Landfill in Payson and Russell Gulch Landfill in Globe.

Buckhead Mesa Landfill – Staffed by 1 supervisor, 3 senior operators, and 1 scale house attendant. Operations are Monday- Saturday from 8:00am – 4:00pm.

- 2019 tonnage-21,740.23
- 2019 revenue-\$1,074,486.24
- 495 tons of metal was recycled
- 2020 tonnage-3303.25 (Jan – March)
- 2020 revenue-\$151,519.10
- Buckhead Mesa Landfill takes in an average annual tonnage of 21,000. With the expansion in the summer of 2018, the life of the Landfill use is estimated through the year 2025 with proper management.



Dollar Day:

- 2019-3714 vehicles with average Dollar Day being 309 per dollar day
- 2019 tonnage-1,328.29 with an average tonnage of 110.69 per Dollar Day
- Reduced revenue for the year 2019-\$70,558.76
- Year 2020 Dollar Day (January-March 2020)
- 736 vehicles
- 328.65 tons
- Reduced revenue-\$17,457.88

Russell Gulch Landfill - Staffed by 1 supervisor, 3 senior operators, 1 operator, and 1 scale house attendant. Operations are Monday- Saturday from 6:00am – 4:00pm

- 2019 tonnage-37,263.54
- 2019 revenue-\$1,081,211.34
- 265 tons of metal was recycled
- 2020 tonnage-14,379.51 (Jan – March)
- 2020 revenue-\$270,311.37
- Russell Gulch Landfill tonnage has increased from an average annual tonnage of 21,500 of solid waste to the 2019 tonnage of 37,263.54. An expansion is planned in the next few years that will extend the use until 2034 if properly managed.

Dollar Day:

- 2019-4,437 vehicles with average Dollar Day being 369 per Dollar Day
- 2019 tonnage-1,412.51 with an average tonnage of 117.70 per Dollar Day
- Lost revenue for the year 2019-\$75,032.53
- Year 2020 Dollar Day (January-March 2020)
- 1061 vehicles
- 290.93 tons
- Lost revenue-\$15,454.20

The various cleanup events throughout the County were also reviewed and the Refurbished Bicycle Program of which 138 used bicycles were refurbished by Department of Corrections inmates and given away to deserving Gila County children at Christmas time. For Earth Day 2019, 508 gift bags were handed out.

Vice-Chairman Martin commented that recently there have been large numbers of visitors to northern Gila County, especially on weekends, due to the COVID-19 pandemic. She thanked Mr. Keith and his staff for placing temporary dumpsters and porta johns in Payson and Star Valley and attending to them. She asked Mr. Keith to track the amount of trash being collected at these dumpsters. Supervisor Humphrey entered a discussion about resuming the Dollar Day Program, which allows anyone to dispose of garbage for a cost of \$1 per vehicle on the first Saturday of each month when the restrictions have been

lifted due to the COVID-19 situation even though it is a loss of revenue to the County. The specific monetary losses to each landfill were discussed. The other Supervisors agreed that a lot of good has resulted from the program because many properties have been cleaned up. Chairman Cline suggested issuing vouchers that could be used any day of the week instead of one Saturday per month to reduce the long wait time to enter the landfill. He has learned that many people are no longer taking advantage of Dollar Day due to the long wait time. He stated, "I see ways it can be changed to improve it and still meet the needs of the people." The Board briefly talked with Mr. Keith about the newly implemented Composting Program. James Menlove, County Manager, talked about the many blighted areas within the County and he asked Mr. Keith to think of ways to utilize the landfills to clean up further blighted areas. Mr. Sanders talked about ongoing negotiations with the U.S. Forest Service to acquire approximately 640 acres of Forest Service land to expand the Buckhead Mesa Landfill. He is unsure if the transaction will be completed before the landfill runs out of space; however, should that occur, temporary arrangements are being made with the Forest Service. Chairman Cline offered to talk with Forest Service staff to which Mr. Sanders replied that would be helpful. Mr. Sanders added that not all of the 640 acres will be needed for the landfill expansion, so consideration should be given to utilizing it in the future to centralize County services. The Board thanked Mr. Keith and Mr. Sanders.

Glen Farnham, Public Works General Services Manager, presented information on the Vehicle Replacement Plan. The Plan is based on best practices examples of like agencies in the public sector and the condition of the County's fleet of vehicles. He reviewed spreadsheets for General Fund fleet vehicles, General Fund Sheriff's Office fleet vehicles, HURF (Highway User Revenue Fund) Public Works fleet vehicles, and Enterprise Fund Landfills' fleet vehicles. The data collected for this exercise has been imported from the current AgileFleet fleet management software program as well as the historic data from the previous CFA fleet management software program. Mr. Farnham proceeded to review the age, mileage, utilization, and annual maintenance costs for each of the various fleets as listed above. For FY 2021, it is recommended that 19 vehicles should be replaced with new vehicles, as follows:

- General Fund Fleet: A total of 5 vehicles at a cost of \$205,800; these 5 vehicles exceed 20 years of age and/or 200,000 miles or 100% of the cost of a replacement vehicle has been expended for maintenance on each.
- General Fund Sheriff's Office: A total of 5 marked patrol vehicles at a cost of \$340,000; these 5 vehicles exceed 200,000 miles and 100% of the cost of replacement vehicles has been expended for maintenance on each.
- Public Works HURF Fund: A total of 8 vehicles at a cost of \$460,550; of these 8 vehicles 2 are over 30 years old and 4 are over 20 years old. The remaining 2

vehicles have accrued over or are very near 200,000 miles and 4 of the group have exceeded 100% of the cost of replacement vehicles has been expended for maintenance on each.

- Enterprise Fund – Landfills: One vehicle at a cost of \$35,000. This vehicle is 18 years of age.

Throughout the presentation, Mr. Farnham and Mr. Menlove answered questions from the Board members. Each Board member thanked Mr. Farnham for the information.

Mr. Sanders provided information on Public Works road projects for 2020 through 2023. He stated that the HURF 5-year projection slide was created prior to the COVID-19 situation when HURF revenues were increasing; however, adjustments are now being made anticipating there will be a reduction in future HURF revenues. A summary of the work to be done and the current status of each project was provided, as follows:

2020 for Design, Construction or Chip Seal Projects

Colcord Road (bridge over Gordon Canyon); Gibson Ranch Road; Gisela Road; Mesa de Caballo (Mescalero/Caballero); Rim Trail Bridge; Roosevelt Resort-Stagecoach Trail; Deer Creek Village; Kellner Canyon Road; Old State Route 18-Punkin Center; Six Shooter Canyon Road; and Walnut Springs Subdivision.

2021 for Design, Construction or Chip Seal Projects

Cemetery Road; Golden Hill Road-Sidewalk Project; Main Street-Sidewalk Project; Walliman Road; Pine (chip seal north of SR 87); and Pine (south of SR 87)

2022 for Chip Seal Projects

Strawberry (north of Fossil Creek Road); and Strawberry (south of Fossil Creek Road).

2023 for Design or Chip Seal Projects

Cline Boulevard-Ewing Trail; Control Road; and Houston Mesa Road.

Vice-Chairman Martin commented on the need to complete all these projects, especially Colcord Road. Supervisor Humphrey thanked Mr. Sanders for using in-house staff on many of these projects. Chairman Cline agreed on the need to complete these projects and stated, "...but money will have a big influence on what we do next year." Mr. Menlove asked Mr. Sanders about grant opportunities. Mr. Sanders replied that the BUILD grant application will be submitted this Friday for the Tonto Bridge Construction Project. Another FLAT grant application will be submitted this date to extend paving on Forest Service 512 Road. Each Board member thanked Mr. Sanders and the Division Managers for the presentation.

**B. Information/Discussion on current and future Facilities Management Department projects as outlined in the County's 5-Year Capital Improvement Plan.**

Homero Vela, Assistant County Manager, provided a slide presentation and reviewed current and future Facilities Management Department projects. A summary is as follows:

Payson Probation/Teen Center – This was a complete remodel of a 5,772 square foot building that began on June 14, 2019 and was completed on December 12, 2019. Most of the work was completed in-house with Maintenance and Probation personnel. Funding Source – Capital Projects/Juvenile Probation funds; Contractor's Cost - \$62,000 budgeted vs. \$61,323 actual cost; and County Materials - \$98,000 budgeted vs. \$98,979 actual cost.

Northern Gila County Health Services Department Building – The project is a complete remodel of 3,000 square foot building that was the former NAPA parts store purchased by the County several years ago. The floor and roof will be replaced, and the interior will be completely remodeled. This building will house the Health Services Department, WIC (Women, Infants and Children) Program, and Animal Control. This project began on January 21, 2020, and construction is estimated to be completed by October 1, 2020. To date, the project is 30% complete. Funding Source – Capital Improvements funds; Contractor's Cost - \$210,800 budgeted vs. \$184,630 actual to date expended; and County Materials - \$138,780 budgeted vs. \$26,568 actual to date expended.

Globe Jail Renovation – The renovation will consist of 26,000 square feet which includes a roof replacement and the HVAC will be modernized. This project began on May 20, 2020 and is estimated to be completed by September 30, 2021. Funding Source - Capital Improvements/Bond funds and expenditures will take place in FY 2020 and FY 2021; and Project Cost - \$1,000,000 budgeted vs. \$3,362 actual to date expended.

New Globe Animal Shelter – The new Animal Shelter will be 7,481 square feet under roof plus 730 square feet for the sally port. It will have 27 dog kennels, 20 cat cages, and equipped to function as an animal shelter of this size, including a surgical suite, sally port, administrative offices, greeting/adoption rooms, washer/dryer area, animal bathing, food storage, etc. This project began on September 1, 2020, and is estimated to be completed by May 19, 2021. Funding Source – Capital Improvements/Bond funds; All-Inclusive Cost - \$3,000,000 budgeted vs. \$42,860 actual to date expended.

New Payson Multi-Purpose Complex – The Multi-Purpose Complex will be 11,000 square feet. It will house the Board of Supervisors' Office, Recorder's Office, Assessor's Office, Treasurer's Office, and School Superintendent's Office. This complex will also function as a Superior Court jury trial location. The project also includes building a sally port at the current Payson Jail and a sally port and the new facility. The project began on November 1, 2020 and is estimated to be completed by September 31, 2021. Funding Source – Capital Improvements/Bond funds; All-Inclusive Cost - \$4,770,000 budgeted vs. \$7,594 actual to date expended.

Michaelson Building Remodel – The two-story remodel will consist of 7,000 square feet. This building will be turned into a business hub that is being completed in cooperation with the City of Globe, Freeport-McMoRan, and Capstone Mining. Most of the remodel will be completed in-house with the assistance of the Department of Corrections inmate labor. This project began on November 1, 2018 and is estimated to be completed by May 1, 2021. Funding Source – Capital Improvement/Grant funds; Contractor's Cost - \$200,000 budgeted vs. \$424 actual to date expended; and County Materials - \$100,000 budgeted vs. \$3,016 actual to date expended.

Payson Sheriff's Office Remodel – The remodel will consist of 7,340 square feet. The administration offices will be remodeled, and the booking area, kitchen, and laundry will be relocated. This project will begin on January 1, 2021 and is estimated to be completed by June 1, 2021. Funding Source – Capital Improvements/Bond funds; Project Cost - \$1,000,000 budgeted vs. \$0 actual to date expended.

Regional Drainage-Payson Building Complex - This project is to redesign and construct a new regional drainage plan per the current drainage plan outlined in the Town of Payson Master Drainage Plan 2000. The area of concern for Gila County is the drainage in the parking lot of the new Gila County Health Services Department building. The County has entered into an Intergovernmental Agreement with the Town of Payson whereby both entities will equally share the cost of \$1,000,000 to do this project. The project will begin on August 1, 2020 and is estimated to be completed on October 31, 2020. Funding Source – General Fund funds; Project Cost - \$1,000,000 (\$500,000 from Gila County and \$500,000 from the Town of Payson) vs. \$0 actual to date expended.

At the end of the presentation, Vice-Chairman Martin emphasized the need to remodel the administrative offices in Payson for the Sheriff's Office. Chairman Cline asked Mr. Vela and County Management to not lose focus of the County-owned acreage that is located on Highway 260 in Payson as it is valuable land. Chairman Cline said that selling some or all of that property could generate substantial revenue to help fund these capital improvement projects. Mr. Vela replied that he would work with County Manager James Menlove to get an

appraisal done on the property. Each Board member thanked Mr. Vela for the information.

**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 Martin, Humphrey and Cline 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 12:56 p.m.

APPROVED:

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Woody Cline, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

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

Date: May 19, 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

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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; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; 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. J. Adam Shepherd led the Pledge of Allegiance and James Menlove delivered the invocation.

**Item 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, Human Resources Assistant, Senior, advised that Nicole Weaver and Jerry Irish were unable to attend the meeting; therefore, she would present their Spotlight nominations at a future Board meeting. She proceeded to read aloud a letter of nomination for Israel Juarez that was submitted by J. Adam Shepherd, Gila County Sheriff. Deputy Juarez responded to a fire on Azurite Drive in Globe and helped a resident out of a burning house. After learning that one of the homeowner's dog was still inside the house, Deputy Juarez rescued the dog. Deputy Juarez has been employed with the Sheriff's Office for a little over a year. Ms. Raymond presented Deputy Juarez with a gift card. Deputy Juarez said a few words of thanks. Each Board member also thanked Deputy Juarez for his courage and willingness to serve on the front lines.

**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 (Rick) Gibson, Regional Director, is responsible for the Cooperative Extension programs in Gila County and Pinal County. He provided a slide presentation that highlighted the various Cooperative Extension activities in Gila County over the past year and stated, "It is important for us to give you a flavor of some of the things we are doing although it is not everything." There are 3 Cooperative Extension offices in Gila County: Globe, Payson and San Carlos. Mr. Gibson proceeded to review the following 7 program areas: Agriculture and Range Management, Animal Science, Natural Resources, 4-H Youth Development, Family Consumer Health Science, Horticulture, and Forest Health. He advised that Chris Jones presently covers horticulture and forest health; however, due to the workload that position needs to be split into two positions in the future.

Mr. Gibson reviewed the University of Arizona (U of A) budget for the Cooperative Extension Program. Each year Gila County budgets money for the Cooperative Extension Program and in recent years it has been \$70,000 per year. Mr. Gibson advised that the U of A receives state and federal funds, grant funds, and funding from the County which supports the program. In 2019, \$448,505 of grant funds were received. He added, "Most is spent on personnel who live in Gila County and many of our expenditures are made in Gila County." He advised that the \$70,000 provided by Gila County is important as it is used for travel and operations and he requested the Board to provide the same amount of funding for FY 2021. Mr. Gibson stated, "We have sufficient funds for our needs at this time, but there may be budget cuts coming in the future....Money from the County partnership allows us to have great flexibility and we feel comfort going into the future; we appreciate you for that." Mr. Gibson announced that he will be retiring from U of A on May 31<sup>st</sup> of this year and someone will replace him in the position. He stated, "I appreciate working with this Board and people of Gila County over the past years. I appreciated the welcome I received from the people in Gila County. I feel comfortable telling you that you will have a great faculty and staff, even the newer agents, going forward." Each Board member commented that Mr. Gibson will be missed and wished him the very best in his retirement.

**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, Finance Department Budget Manager, advised that per a request of the Board, each month she presents financial updates to the Board. The staff report for this item contains the following information: 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, as follows: Gila County's General Fund revenues were at 63.32% of the annual budget. General Fund expenditures plus encumbrances were 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.

Ms. Belling stated, "Per our Treasurer, we are at 95% of property taxes received so far this year which is so much better than when we ran these reports at 64%." She proceeded to review the graph for 9 months ending on March 31, 2020. The Board members thanked Ms. Belling for the information.

### **Item 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, Community Services Department Director, advised that it is a requirement of the U.S. Department of Housing for housing authorities to submit a 5-Year Plan, which provides the Gila County Housing Authority a basis to run its Section 8 housing programs. Ms. Buzan stated that the Plan must include a plan for violence against women, payment standards, etc. She stated, "We have a resident board now consisting of 3 people from Payson, so we are ecstatic about that." Ms. Buzan added that if there are any changes to the Plan, the Gila County Housing Authority will prepare and include those changes in an annual plan which will be presented to the Board of Supervisors for approval. Chairman Cline opened the public hearing. There weren't any comments so he closed the public hearing and asked for a Board motion. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously adopted Resolution No. 20-05-02 and authorized the Chairman's signature on the accompanying certification form. **(A copy of the resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

### **Item 4 - REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to approve 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, Gila County School Superintendent, advised that in the past the distribution has been allocated to roads and schools. Beginning last year, funding was also provided to the Gila County Education Service Agency which supports the adult education program. Mr. Sandoval stated, "It has become a robust program in Globe and Payson." Mr. Sandoval emphasized the importance of writing letters to Congress to continue receiving PILT (Payment in Lieu of Taxes) funding and stated that each year he writes letters. Chairman Cline replied, "I've been to (Washington) D.C. in the past 2 years pushing for schools on the PILT payment. We are only about 3% private (land) in our county. We have to keep pushing on this and writing those letters as it's a good amount of money." Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved the distribution of \$1,158,854.34 of Gila County's share of Federal Year 2020 Secure Rural Schools Act funds as follows: \$25,000 to Roads, \$903,026.84 to Schools, and \$230,827.50 to Gila County Education Service Agency.

**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, Public Works Department Director, presented this item. The following information is contained in the staff report for this item: 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, oftentimes creating a one-lane road. Emergency vehicles are having a difficult time navigating the road due to vehicles along the roadway.

Mr. Sanders informed the Board that he received an email from the Fire Chief of the Water Wheel Fire District expressing his concern about vehicles parked on both sides of the roadway during the weekends, narrowing the roadway which would cause emergency vehicles to park in the road blocking traffic both directions should an emergency occur. He added that the Payson District Ranger for the Tonto National Forest also supports the no parking request. Mr. Sanders stated, "It has turned into a one-lane road and emergency responders worry about getting through." He added that parking areas owned by the U.S. Forest Service have been closed due to the COVID-19 pandemic because there aren't enough personnel to regulate the use of it. Mr. Sanders stated, "It is just

people wanting to get right next to the river. It is a heavily traveled road, almost 3,000 per day traveled.” Supervisor Humphrey clarified that with the posting of no parking signs, it means that the Sheriff’s Office would be issuing citations which would result in subsequent fines for any violations to which Mr. Sanders replied that was correct. Chairman Cline initiated a conversation on ways that the County could possibly help resolve this problem as he doesn’t believe issuing citations is the long-term solution. J. Adam Shepherd, Gila County Sheriff, also expressed his concern regarding the ability for emergency personnel to respond quickly given the high amount of traffic and congestion on this road especially during weekends. It was agreed that Mr. Sanders would contact Forest Service personnel to discuss partnering with the County to develop or find alternative parking. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously adopted Resolution No. 20-05-03. **(A copy of the resolution is permanently on file in the Board of Supervisors’ Office and attached to these minutes.)**

**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.**

Sarah White, Chief Administrative Officer for the Sheriff’s Office, stated that this Amendment would renew the IGA that was approved by the Board of Supervisors last year. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Amendment No. 1 to the IGA between the Town of Payson and Gila County, AZ for Centralized Management of 9-1-1 Grant Funds.

**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.**

Ms. Belling gave credit to Sheriff’s Office Chief Administrator Sarah White and her staff for the research conducted which helped identify the availability and proper use of this funding. Ms. Belling stated, “They went back 8 years to find the total dollar amount...and to understand what the fund was for and why to come up with a way to restore this fund and bring it back into compliance. This was an unbudgeted transfer and we are coming to you.”

The staff report for this item contained the following information: 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.

Chairman Cline was pleased that the County is once again in compliance and he inquired if this money would be in addition to budgeted capital improvement project funds for the Globe detention facility. James Menlove, County Manager, replied "Our intent is this can be used in lieu of bond money, \$1.1M in Globe and \$1.2M in Payson." Sheriff Shepherd added that this money could be used for jail maintenance and other maintenance/repair work that may arise without needing to request authorization from the Board to use General Fund money. Upon motion Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved 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.

**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, Clerk of the Board, advised that the subject property is a small sliver of a road in Young. The property adjoins Gila County Assessor's parcel number 305-10-020B, which is owned by Russell Griffith and Janine Schmitz. The lien amount for this property is \$363.32. Should the Board accept the bid, Ms. Sheppard advised that the Griffiths intend to combine the parcels which she said would be a "win-win" for the County because the Assessor and Treasurer would have to issue fewer notices per year for each parcel. Ms. Sheppard asked the Chairman for permission to open the sealed bid envelope which was granted. She stated, "I have a bid on parcel number 305-10-022D from Russell Griffith in the amount of \$75." Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously accepted a bid of \$75 from Russell Griffith for the purchase of parcel number 305-10-020B and authorized the Chairman's signature on the Quit Claim Deed.

**Item 5 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**

**A. Approval 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.** (A copy of the resolution is permanently on file in the Board of Supervisors' Office and is attached to these minutes.)

**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.**

**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

**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

### **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

#### **APRIL 28, 2020**

##### **DEPARTURES:**

1. Ruben Duarte - Sheriff's Office - Detention Officer - 04/27/20 - General Fund - DOH 04/27/20
2. Mark Guerena - 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

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

Approve demands and budget amendments for operating transfers. Warrant numbers 302418 through 302602, and 302604 through 302781 totaling \$3,367,374.56 for the period 04-01-20 through 04-30-20.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or

individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. **(A listing of issued warrants and voided warrants is permanently attached to these minutes.)**

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

Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved Consent Agenda items 5A-5E.

**Item 6 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.**

There weren't any public comments.

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

Supervisors Martin and Cline and the 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 12:06 p.m.

APPROVED:

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Woody Cline, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board



**ARF-6046**

**Consent Agenda Item 3. C.**

**Regular BOS Meeting**

**Meeting Date:** 06/02/2020

**Reporting Period:** April 2020

**Submitted For:** Anita Escobedo, Clerk of the Superior Court

**Submitted By:** Esther Canez, Chief Deputy Clerk of the Superior Court

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**Information**

**Subject**

Clerk of the Superior Court's Office Monthly Report for April 2020

**Suggested Motion**

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

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**Attachments**

Clerks Report - April 2020

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**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF GILA**

**- - - - -**

**CLERK'S REPORT  
FOR  
APRIL 2020**

STATE OF ARIZONA     )  
                                      ) ss:  
County of Gila         )

ANITA ESCOBEDO, being first duly sworn according to law, deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of April 2020.



**ANITA ESCOBEDO**  
Clerk of the Superior Court  
of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 4th day of May 2020.



**ESTHER CANEZ**  
Chief Deputy

**TO THE HONORABLE BOARD OF SUPERVISORS:**

**I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.**

A handwritten signature in cursive script, appearing to read "Anita Escobedo", written over a horizontal line.

**ANITA ESCOBEDO**  
**Clerk of the Superior Court**  
**of Gila County, Arizona**

# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 5/1/2020 10:57:15 AM

Criteria : From Date : 4/1/2020 To Date :4/30/2020

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
<b>Agency Name :</b>									
		5555	HOLD ACCOUNT	\$2096.33		(\$1006.83)		\$1089.50	\$0.00
			<b>SubTotal:</b>	<b>\$2096.33</b>		<b>(\$1006.83)</b>		<b>\$1089.50</b>	<b>\$0.00</b>
<b>Agency Name : BOND POSTED - THIS COURT</b>									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$17992.00				\$17992.00	\$0.00
			<b>SubTotal:</b>	<b>\$17992.00</b>				<b>\$17992.00</b>	<b>\$0.00</b>
<b>Agency Name : D.A.R.E. PROGRAM</b>									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$216.60				\$216.60	\$0.00
			<b>SubTotal:</b>	<b>\$216.60</b>				<b>\$216.60</b>	<b>\$0.00</b>
<b>Agency Name : ELECTED OFFICIALS RETIRE. FUND</b>									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$1892.39				\$1892.39	\$94.62
		ZEORP	ELECTED OFFICIALS RETIREMENT PLAN (EMPLOYERS CONTRIBUTIONS)	\$771.55				\$771.55	\$38.58
			<b>SubTotal:</b>	<b>\$2663.94</b>				<b>\$2663.94</b>	<b>\$133.20</b>
<b>Agency Name : GILA COUNTY TREASURER</b>									
ZCNTY	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT-CNTY TRSR	\$6.63				\$6.63	\$0.33
		ZOS1	2011 ADDTNL ASSMNT-STATE TRSR	\$53.01				\$53.01	\$2.65
		ZVAPB	30% INTERSTATE COMPACT	\$230.86				\$230.86	\$11.54
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$467.89		\$0.92		\$468.81	\$0.00
		ZADPS	ADPS FORENSICS FUND (12-116.01K)	\$0.33				\$0.33	\$0.02

# Summary Allocation by Agency Report

## GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZADR	ALTER. DISPUTE RESOLUTION FUND	\$44.13				\$44.13	\$2.21
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$1885.00				\$1885.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$330.00				\$330.00	\$16.50
		ZFEE	BASE FEES (GENERAL FUND)	\$3969.80				\$3969.80	\$198.49
		ZFINE	BASE FINES	\$7134.64		\$63.05		\$7197.69	\$359.88
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$164.28				\$164.28	\$8.21
		ZCEF	CLEAN ELECTIONS FUND	\$390.85		(\$8.19)		\$382.66	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$95.00				\$95.00	\$4.75
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$5.00				\$5.00	\$0.25
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$32.12				\$32.12	\$1.61
		ZJDET	COUNTY JUV DETENTION	\$501.84				\$501.84	\$25.09
		ZCLLF	COUNTY LAW LIBRARY FUND	\$1892.30				\$1892.30	\$94.62
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$2061.14		(\$38.49)		\$2022.65	\$101.13
		ZDNAS	DNA STATE SURCHARGE	\$188.01				\$188.01	\$9.40
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$905.56				\$905.56	\$45.28
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$238.94				\$238.94	\$11.95
		ZDREF	DOMESTIC RELATIONS EDUCATION	\$155.19				\$155.19	\$7.76

# Summary Allocation by Agency Report

## GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZDVSF2	DOMESTIC VIOLENCE SERVICE FUND	\$1062.05				\$1062.05	\$53.10
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$36.32				\$36.32	\$1.82
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$756.31				\$756.31	\$37.82
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$5.37				\$5.37	\$0.27
		ZDUIA	DUI ABATEMENT FUND	\$8.01				\$8.01	\$0.40
		ZFAR4	ENHANCED FARE DELINQUENCY	\$684.12				\$684.12	\$0.00
		ZFAR3	ENHANCED FARE SPECIAL COLLECTIONS	\$275.54				\$275.54	\$0.00
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$560.90				\$560.90	\$28.05
		ZWITN	EXPERT WITNESS FUND	\$660.00				\$660.00	\$0.00
		ZEXAP	EXTRA ADULT PROBATION ASMNT	\$228.56				\$228.56	\$11.43
		ZEXJU	EXTRA JUV PROBATION ASMNT	\$162.03				\$162.03	\$8.10
		ZFAR2	FARE DELINQUENCY FEE	\$649.35				\$649.35	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$1048.75				\$1048.75	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$272.05		(\$5.73)		\$266.32	\$13.32
		ZCC	GEN JURIS CONCILIATION COURT	\$1201.05				\$1201.05	\$60.05
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$8829.84		\$126.29		\$8956.13	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$1471.59		\$21.05		\$1492.64	\$0.00
		ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$4414.90		\$63.14		\$4478.04	\$0.00

# Summary Allocation by Agency Report

## GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside
ZCNTY	GILA COUNTY TREASURER	ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$929.45				\$929.45	\$46.47
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$2356.74				\$2356.74	\$117.84
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$147.41				\$147.41	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$273.93				\$273.93	\$0.00
		ZJDO	JUVENILE DIVERSN FUND OVER \$40	\$66.80				\$66.80	\$3.34
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$624.68				\$624.68	\$31.23
		ZJS	JUVENILE PROBATION SERV FEES	\$1617.47				\$1617.47	\$80.87
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$568.00		(\$10.64)		\$557.36	\$27.87
		ZOS4	OFFCR SAFETY EQUIP-SHERIFF	\$26.50				\$26.50	\$1.33
		ZOVF	OVERPAYMENT FORFEITED	\$1.30				\$1.30	\$0.07
		ZPP	PASSPORT APPLICATION FEES	\$140.00				\$140.00	\$7.00
		ZPCOF	PRISON CONSTRUCTION AND	\$1510.67				\$1510.67	\$75.53
		ZPBA	PROBATION FEE ADULT	\$21132.96		\$50.00		\$21182.96	\$1059.15
		ZPRSU	PROBATION SURCHARGE (\$5.00)	\$5.00				\$5.00	\$0.25
		ZPUBZ	PUBLIC DEFENDER FEES	\$139.23				\$139.23	\$0.00
		ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$230.00				\$230.00	\$0.00
		ZRCF	RESOURCE CENTER FUND	\$154.99				\$154.99	\$7.75



# Summary Allocation by Agency Report

## GILA COUNTY SUPERIOR COURT

Agency Code	Agency Name	GL Account Num	GL Account Name	Receipt Amount	Dishonored Amount	Adjusted Amount	Bond Forfeiture Amount	Net Amount	5% Set Aside	
ZCNTY	GILA COUNTY TREASURER	ZSMEN	SPOUSAL MAINTENANCE FUND	\$92.37				\$92.37	\$4.62	
		ZTECH	TECHNICAL REGISTRATION FUND	\$0.22				\$0.22	\$0.01	
		ZVCAF	VICTIM COMPENSATION AND ASSISTANCE FUND	\$0.02				\$0.02	\$0.00	
		ZVAF	VICTIMS ASSISTANCE FUND	\$538.69				\$538.69	\$26.93	
		ZVREA	VICTIMS RIGHTS ENFORCEMENT FUND	\$2.01				\$2.01	\$0.10	
		ZVRF	VICTIM'S RIGHTS FUND	\$0.03				\$0.03	\$0.00	
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$183.85		\$75.00		\$258.85	\$12.94	
		ZPRS9	ZPRS9	\$130.64				\$130.64	\$6.53	
			SubTotal:		\$73952.22		\$336.40		\$74288.62	\$2625.86
Agency Name : RESTITUTION										
ZREST	RESTITUTION	ZREST	RESTITUTION	\$10563.63		\$670.43		\$11234.06	\$0.00	
			SubTotal:		\$10563.63		\$670.43		\$11234.06	\$0.00
			Grand Total:		\$107484.72		\$0.00		\$107484.72	\$2759.06
		Less Shaded Areas:								
				Bonds:				-\$17992.00		
				Restitution:				-\$11234.06		
				D.A.R.E.:				-\$ 216.60		
								\$78042.06		
				Hold:				-\$ 1089.50		
								\$76952.56		

**ARF-6054**

**Consent Agenda Item 3. D.**

**Regular BOS Meeting**

**Meeting Date:** 06/02/2020

**Reporting Period:** Globe Regional Constable's office Monthly Report for April 2020

**Submitted For:** Ruben Mancha, Globe Regional Constable

**Submitted By:** Michael Sellars, Constable Clerk

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**Information**

**Subject**

Globe Regional Constable's office Monthly Report for April 2020

**Suggested Motion**

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

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**Attachments**

April 2020

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Dan Rodriguez  
Deputy Constable



Michael Sellars  
Constable Clerk

Office of  
Globe Regional Constable  
Ruben Mancha

April, 2020

Gila County Board of Supervisors  
1400 East Ash St  
Globe AZ 85501

**GLOBE REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER**

For the month of April 2020, the Globe Regional Constable's Office:

Received a total of 61 papers for service with 134 attempts.

Drove a total of 1042 miles.

Mailed a total of 8 warrant letters.

Bailiff for Justice Court 4.

Collected a total of \$474.64, as follows:

Total Deposited:	\$474.64
Less Refunds	<u>0</u>
Paid to General Fund:	\$474.64

Respectfully submitted,

Ruben Mancha  
Globe Regional Constable  
Gila County, Globe, Arizona

RUBEN A MANCHA  
GLOBE REGIONAL  
CONSTABLE



1400 E ASH ST  
GLOBE, AZ 85501  
928-402-8758

**APRIL 2020**  
**MONTHLY REPORT**  
**TABLE OF CONTENTS**

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

[illegible][illegible]



# Constable Activity Log - Monthly



Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Constable Clerk: Michael Sellers

Precinct: Globe



Total Cases Served/Attempted:

134

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Total: 1042			Notes & Served By
										Mileage Start	Mileage End	Daily Mileage	
3/13/20	Summons	J0403CM20200001-17	Globe Regional Justice Court	State of Arizona	Gary Lee Tuvel	Gary Tuvel/2186 N. Escudilla Dr #3, Globe, AZ 85501	None	3/13/20	Attempted				Rodriguez
3/13/20	Summons	J0403CM20200001-17	Globe Regional Justice Court	State of Arizona	Gary Lee Tuvel	Gary Tuvel/2186 N. Escudilla Dr #3, Globe, AZ 85501	None	3/16/20	Attempted				Rodriguez
3/19/20	Summons	J0403CM2020-137	Globe Regional Justice Court	State of Arizona	Michael Malone	Michael Malone/8958 S. Six Shooter Cyn Globe, Az 85501	None	4/1/20	Attempted				Rodriguez
3/30/20	Notice of Zoning Violation	CG2001-008	B.O.S.	Gila County	Justin Mack	Justin Mack/29221 N. Az Hwy 188 Roosevelt, Az 85545	None	4/1/20	Attempted				Rodriguez
3/30/20	Notice of Zoning Violation	CG2001-008	B.O.S.	Gila County	Justin Mack	Justin Mack/29221 N. Az Hwy 188 Roosevelt, Az 85545	None	4/1/20	Attempted				Rodriguez
3/30/20	Notice of Zoning Violation	CG2001-008	B.O.S.	Gila County	Justin Mack	Justin Mack/29221 N. Az Hwy 188 Roosevelt, Az 85545	None	4/1/20	Attempted				Rodriguez
3/23/20	Notice of Hearing	J0403TR2019-679	Globe Regional Justice Court	State of Arizona	Christopher Oglesby	Christopher Oglesby/589 N. Wheatfields Rd Globe, Az 85501	Christopher Oglesby/1187 E. Montecito Dr Globe, Az 85501	4/1/20	Served				Rodriguez
4/1/20	Arrest Warrant	J0403CM2019-606	Globe Regional Justice Court	State of Arizona	Tai Kay Higginbotham	Tai Kay Higginbotham/6206 S. Russell Rd #26 Globe, Az 85501	Warrant letter mailed	4/2/20	Attempted				Sellers
3/30/20	Summons	J0403CM2020-154	Globe Regional Justice Court	State of Arizona	Charles Johnson	Charles Johnson/560 E. Oak St Globe, Az 85501	Charles Johnson/1400 E. Ash St Globe, Az 85501	4/2/20	Served				Mancha
4/2/20	Notice	S0400CV2020-106	Gila County Superior Court	Robert Mitchell and David West	Gila County board of Adjustments	Gila County Board of Adjustments	M. Henderson/1400 E. Ash St Globe, Az 85501	4/2/20	Served				Mancha
4/2/20	Notice	S0400CV2020-106	Gila County Superior Court	Robert Mitchell and David West	Gila County board of Adjustments	Gila County Board of Adjustments	None	4/2/20	Attempted				Mancha
4/2/20	Notice	S0400CV2020-106	Gila County Superior Court	Robert Mitchell and David West	Gila County board of Adjustments	Gila County Board of Adjustments	None	4/2/20	Attempted				Mancha
4/2/20	Notice	S0400CV2020-106	Gila County Superior Court	Robert Mitchell and David West	Gila County board of Adjustments	Gila County Board of Adjustments	None	4/2/20	Attempted				Mancha
4/2/20	Notice of Hearing	M0444CR2018012-001	Payson Magistrate Court	State of Arizona	John Lyman	Mark Mikels/4452 Broadway Miami, Az 85539	None	4/2/20	Served				Mancha
4/2/20	Notice of Hearing	M0444CR2018-12001	Payson Magistrate Court	State of Arizona	John Lyman	John Lyman/560 E Oak St Globe, Az 85501	None	4/2/20	Attempted				Rodriguez
4/2/20	Arrest Warrant	J0403TR2011-3738	Globe Regional Justice Court	State of Arizona	Jacob Napolitano	Jacob Napolitano/PO Box 402 Claypool, Az 85501	Warrant letter mailed	4/3/20	Attempted				Sellers
4/2/20	Arrest Warrant	J0403TR2010-5239	Globe Regional Justice Court	State of Arizona	Jacob Napolitano	Jacob Napolitano/PO Box 402 Claypool, Az 85501	Warrant letter mailed	4/3/20	Attempted				Sellers
4/2/20	Arrest Warrant	J0403TR2007-1520	Globe Regional Justice Court	State of Arizona	Jacob Napolitano	Jacob Napolitano/PO Box 402 Claypool, Az 85501	Warrant letter mailed	4/3/20	Attempted				Sellers
4/2/20	Arrest Warrant	J0403CR2009-433	Globe Regional Justice Court	State of Arizona	Jacob Napolitano	Jacob Napolitano/PO Box 402 Claypool, Az 85501	Warrant letter mailed	4/3/20	Attempted				Sellers
4/2/20	Arrest Warrant	J0403CR2019-340	Globe Regional Justice Court	State of Arizona	Timothy Hodson	Timothy Hodson/5564 S. Glendale Ave Globe, Az 85501	Warrant letter mailed	4/3/20	Attempted				Sellers
4/2/20	Arrest Warrant	J0403CR2019-2	Globe Regional Justice Court	State of Arizona	Timothy Hodson	Timothy Hodson/5564 S. Glendale Ave Globe, Az 85501	Warrant letter mailed	4/3/20	Attempted				Sellers
4/2/20	Arrest Warrant	J0403CR2013-845	Globe Regional Justice Court	State of Arizona	Vincent Taylor	Vincent Taylor/P O Box 306 Winkelman, Az 85192	Warrant letter mailed	4/3/20	Attempted				Sellers
4/2/20	Notice of Hearing	M0444CR2018012-001	Payson Magistrate Court	State of Arizona	John Lyman	Mark Mikels/4452 Broadway Miami, Az 85539	None	4/3/20	Attempted				Sellers
3/30/20	Notice of Zoning Violation	CG2001-008	B.O.S.	Gila County	Justin Mack	Justin Mack/29221 N. Az Hwy 188 Roosevelt, Az 85545	None	4/3/20	Attempted				Rodriguez
4/3/20	Hearing Prior to Issue of IAH	J0403PO20190006-44	Globe Regional Justice Court	Protected Information	Mary Ann West	Protected Information	Protected Information	4/5/20	Served				Rodriguez
4/3/20	Subpoena	J0403CT2020-304	Globe Regional Justice Court	State of Arizona	Jerry Richard Cruz	Kyle Parker/1100 E. South St, Globe, Az 85501	Jessica Carbajal/1177 E. Monroe, Globe, Az 85501	4/5/20	Served				Rodriguez
3/30/20	Notice of Zoning Violation	CG2001-008	B.O.S.	Gila County	Justin Mack	Justin Mack/29221 N. Az Hwy 188 Roosevelt, Az 85545	None	4/5/20	Attempted				Rodriguez
3/5/20	Summons	J0403CM2020-106	Globe Regional Justice Court	State of Arizona	Michael Whipple	Michael Whipple/218 S. Cedar Ave Miami, Az 85539	None	4/7/20	Attempted				Rodriguez
3/30/20	Notice of Zoning Violation	CG2001-008	B.O.S.	Gila County	Justin Mack	Justin Mack/29221 N. Az Hwy 188 Roosevelt, Az 85545	None	4/7/20	Attempted				Rodriguez
3/19/20	Summons	J0403CM2020-128	Globe Regional Justice Court	State of Arizona	Emilio Salas	Emilio Salas/407 W. Euclid Ave Globe, Az 85501	None	4/7/20	Attempted				Rodriguez
3/19/20	Summons	J0403CM2020-128	Globe Regional Justice Court	State of Arizona	Emilio Salas	Emilio Salas/407 W. Euclid Ave Globe, Az 85501	None	4/7/20	Attempted				Rodriguez
3/30/20	Notice of Zoning Violation	CG2001-008	B.O.S.	Gila County	Justin Mack	Justin Mack/29221 N. Az Hwy 188 Roosevelt, Az 85545	None	4/7/20	Attempted				Rodriguez
4/8/20	Summons	J0403CM2020-175	Globe Regional Justice Court	State of Arizona	Mark Lopez	Mark Lopez/8958 S. Six Shooter # 12 Globe, Az 85501	Mark Lopez/8958 S. Six Shooter # 12 Globe, Az 85501	4/8/20	Attempted				Rodriguez
4/7/20	Notice	J0403CM2020-173	Globe Regional Justice Court	State of Arizona	Kyle Dickey	Kyle Dickey/4005 S. Cooley Ranch Rd Winkelman, Az 85192	None	4/8/20	Attempted				Rodriguez
4/7/20	Notice	J0403CM2020-173	Globe Regional Justice Court	State of Arizona	Kyle Dickey	Kyle Dickey/4005 S. Cooley Ranch Rd Winkelman, Az 85192	None	4/8/20	Attempted				Rodriguez
4/7/20	Notice	J0403CM2020-173	Globe Regional Justice Court	State of Arizona	Kyle Dickey	Kyle Dickey/4005 S. Cooley Ranch Rd Winkelman, Az 85192	Kyle Dickey/240 S. Hill St Globe, Az 85501	4/9/20	Served				Rodriguez
4/9/20	Injunction Against Harassment	J0403PO2020-025	Globe Regional Justice Court	Protected Information	Angel Monique Ramirez	Angel Ramirez/217 S. Canyon Ave, Miami, Az 85539	none	4/9/20	Attempted				Rodriguez
4/9/20	Injunction Against Harassment	J0403PO2020-025	Globe Regional Justice Court	Protected Information	Angel Monique Ramirez	Angel Ramirez/217 S. Canyon Ave, Miami, Az 85539	none	4/9/20	Attempted				Rodriguez
4/10/20	Summons; Forcible Detainer	J0403CV2020-87	Globe Regional Justice Court	Esteban Perez	Crystal Estrella	Crystal Estrella/306 S. Devereaux St Globe, Az 85501	Estrella/1400 E. Ash St Globe, Az 85501	4/10/20	Served				Rodriguez
4/9/20	Injunction Against Harassment	J0403PO2020-025	Globe Regional Justice Court	Protected Information	Angel Monique Ramirez	Angel Ramirez/217 S. Canyon Ave, Miami, Az 85539	none	4/10/20	Attempted				Rodriguez
4/9/20	Injunction Against Harassment	J0403PO2020-025	Globe Regional Justice Court	Protected Information	Angel Monique Ramirez	Angel Ramirez/217 S. Canyon Ave, Miami, Az 85539	Angel Ramirez/720 Live Oak St, Miami, Az 85539	4/10/20	Served				Rodriguez
4/9/20	Summons	J0403TR2020-058	Globe Regional Justice Court	State of Arizona	Airen Marie Mitchell	Airen Mitchell/730 E. Skyline Dr, Globe, Az 85501	none	4/13/20	Attempted				Rodriguez
4/9/20	Summons	J0403TR2020-058	Globe Regional Justice Court	State of Arizona	Airen Marie Mitchell	Airen Mitchell/730 E. Skyline Dr, Globe, Az 85501	Airen Mitchell/798 Prickly Pear Globe, Az 85501	4/13/20	Served				Rodriguez
4/10/20	Writ of Restitution	J0403CV2020-072	Globe Regional Justice Court	Holiday Hills MHP	Ramon Loria	Ramon Loria/2165 N. Wheatfields Rd #62, Globe, Az 85501	Ramon Loria/2165 N. Wheatfields #62, Globe, Az 85501	4/13/20	Served				Rodriguez
4/13/20	Summons	J0403TR2020-059	Globe Regional Justice Court	State of Arizona	Richard Steven Ayers	Richards Ayers/4573 S. Azurite Dr, Globe, Az 85501	None	4/13/20	Attempted				Rodriguez
4/13/20	Summons	J0403TR2020-059	Globe Regional Justice Court	State of Arizona	Richard Steven Ayers	Richards Ayers/4573 S. Azurite Dr, Globe, Az 85501	Richards Ayers/4573 S. Azurite Dr, Globe, Az 85501	4/13/20	Served				Rodriguez
4/10/20	Summons	J0403CM2020-182	Globe Regional Justice Court	State of Arizona	Misty Roxanne Plant	Misty Plant/5675 S. Glendale Ave Miami, Az 85539	none	4/13/20	Attempted				Rodriguez
4/14/20	Notice to Appear; Petition	JV2-2-00047	Gila Superior Court	State of Arizona	Protected Information	Protected Information	none	4/14/20	Attempted				Rodriguez
4/14/20	Notice to Appear; Petition	JV2-2-00047	Gila Superior Court	State of Arizona	Protected Information	Carmen Marquez/229 N. Church Ave, Miami, Az 85539	none	4/14/20	Attempted				Rodriguez
3/23/20	Notice of Hearing	J0403CM2020-20	Globe Regional Justice Court	State of Arizona	Anthony Malles	Anthony Malles/2435 W. Carter Rd Phoenix, Az 85041	none	4/14/20	Attempted				Rodriguez
3/19/20	Summons	J0403CM2020-137	Globe Regional Justice Court	State of Arizona	Michael Malone	Michael Malone/8958 S. Six Shooter Cyn Globe, Az 85501	None	4/14/20	Attempted				Rodriguez
3/19/20	Summons	J0403CM2020-140	Globe Regional Justice Court	State of Arizona	Anitra Salazar	Anitra Salazar/701 E. Yucca #9 Globe, Az 85501	None	4/14/20	Attempted				Rodriguez
3/19/20	Summons	J0403CM2020-131	Globe Regional Justice Court	State of Arizona	Daniel Hernandez Jr	Daniel Hernandez Jr/447 E. Smelter St Miami, Az 85501	None	4/14/20	Attempted				Rodriguez
4/9/20	Summons	J0403CM2020-177	Globe Regional Justice Court	State of Arizona	Marvin Tona	Marvin Tona/107 N. Moore St Globe, Az 85501	None	4/14/20	Attempted				Rodriguez
3/23/20	Notice of Hearing	J0403CM2020-20	Globe Regional Justice Court	State of Arizona	Anthony Malles	Anthony Malles/2435 W. Carter Rd Phoenix, Az 85041	None	4/15/20	Attempted				Rodriguez
4/14/20	Notice to Appear; Petition	JV2-2-00047	Gila Superior Court	State of Arizona	Protected Information	Protected Information	none	4/15/20	Attempted				Rodriguez



# Constable Activity Log - Monthly



Constable: **Ruben Mancha**

Deputy: **Dan Rodriguez**

County: **Gila**

Constable Clerk: **Michael Sellers**

Precinct: **Globe**



Total Cases Served/Attempted:

**134**

Mileage Total: **1042**

Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Total: Mileage Start Mileage End	1042 Daily Mileage	Notes & Served By
4/14/20	Notice to Appear;Petition	JV2-2-00047	Gila Superior Court	State of Arizona	Protected Information	Carmen Marquez/229 N.Churchill Ave. Miami, Az 85539	none	4/15/20	Attempted			Rodriguez
3/19/20	Summons	J0403CM2020-131	Globe Regional Justice Court	State of Arizona	Daniel Hernandez Jr	Daniel Hernandez Jr/447 E. Smelter St Miami, Az 85501	None	4/15/20	Attempted			Rodriguez
4/14/20	Notice to Appear;Petition	JV2-2-00047	Gila Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	4/15/20	Served			Rodriguez
4/14/20	Notice to Appear;Petition	JV2-2-00047	Gila Superior Court	State of Arizona	Protected Information	Carmen Marquez/229 N.Churchill Ave, Miami, Az 85539	Carmen Marquez/229 N.Churchill Ave, Miami, AZ	4/15/20	Served			Rodriguez
3/5/20	Summons	J0403CM2020-106	Globe Regional Justice Court	State of Arizona	Michael Whipple	Michael Whipple/218 S. Cedar Ave Miami, Az 85539	none	4/15/20	Attempted			Rodriguez
4/15/20	Notice of Hearing	M0441CT2020-133	Globe Regional Justice Court	State of Arizona	Justin McDaniel	Officer Shaw/740 Sullivan St Miami, Az 85539	J. Gregovich/740 Sullivan St Miami, Az 85539	4/15/20	Served			Rodriguez
4/15/20	Notice of Hearing	M0441LC2020-038	Globe Regional Justice Court	State of Arizona	Robert Zache	Officer Bost/740 Sullivan St Miami, Az 85539	Officer Bost/500 W. Sullivan St Miami, Az 85539	4/15/20	Served			Rodriguez
4/15/20	Notice of Hearing	M0441LC2020-037	Globe Regional Justice Court	State of Arizona	Juan Artlach	Officer Bost/740 Sullivan St Miami, Az 85539	Officer Bost/500 W. Sullivan St Miami, Az 85539	4/16/20	Served			Rodriguez
4/16/20	Thirty Day Notice	None	None	Esteban Perez	Crystal Estrella	Crystal Estrella/306 S. Devereaux St Globe, Az 85501	none	4/16/20	Attempted			Rodriguez
4/16/20	Summons	J0403CM2020-195	Globe Regional Justice Court	State of Arizona	Mark Guerrero	Mark Guerrero/225 E. Yuma St Globe, Az 85501	none	4/16/20	Attempted			Rodriguez
4/16/20	Summons	J0403CM2020-195	Globe Regional Justice Court	State of Arizona	Mark Guerrero	Mark Guerrero/225 E. Yuma St Globe, Az 85501	none	4/16/20	Attempted			Rodriguez
3/19/20	Summons	J0403CM2020-128	Globe Regional Justice Court	State of Arizona	Emilio Salas	Emilio Salas/407 W. Euclid Ave Globe, Az 85501	None	4/16/20	Attempted			Rodriguez
3/19/20	Summons	J0403CM2020-140	Globe Regional Justice Court	State of Arizona	Anitra Salazar	Anitra Salazar/701 E. Yucca #9 Globe, Az 85501	None	4/17/20	Attempted			Rodriguez
3/19/20	Summons	J0403CM2020-131	Globe Regional Justice Court	State of Arizona	Daniel Hernandez Jr	Daniel Hernandez Jr/447 E. Smelter St Miami, Az 85501	None	4/17/20	Attempted			Rodriguez
4/17/20	Criminal Subpoena	J0403TR2018-2509	Globe Regional Justice Court	State of Arizona	Jacob Donaldson	Officer Hudson/175 N. Pine St Globe, Az 85501	B. McCreary-GPD/175 N. Pine St Globe, Az 85501	4/17/20	Served			Rodriguez
4/16/20	Summons	J0403CM2020-195	Globe Regional Justice Court	State of Arizona	Mark Guerrero	Mark Guerrero/225 E. Yuma St Globe, Az 85501	none	4/17/20	Attempted			Rodriguez
4/17/20	Order of Protection	20-010051-4	Tempe Municipal Court	Protected Information	Jeffrey Montoya	Jeffrey Montoya/5479 S. Lori Ln Globe, Az 85501	none	4/17/20	Attempted			Rodriguez
4/17/20	Order of Protection	20-010051-4	Tempe Municipal Court	Protected Information	Jeffrey Montoya	Jeffrey Montoya/5479 S. Lori Ln Globe, Az 85501	none	4/17/20	Attempted			Mancha
4/17/20	Order of Protection	20-010051-4	Tempe Municipal Court	Protected Information	Jeffrey Montoya	Jeffrey Montoya/5479 S. Lori Ln Globe, Az 85501	none	4/17/20	Attempted			Mancha
4/16/20	Summons	J0403TR2020-63	Globe Regional Justice Court	State of Arizona	Stacy Farnum	Stacy Farnum/65083 Terrance Dr Kearney, Az 85851	none	4/17/20	Attempted			Mancha
4/16/20	Summons	J0403TR2020-63	Globe Regional Justice Court	State of Arizona	Stacy Farnum	Stacy Farnum/65083 Terrance Dr Kearney, Az 85851	none	4/17/20	Attempted			Rodriguez
4/16/20	Summons	J0403TR2020-63	Globe Regional Justice Court	State of Arizona	Stacy Farnum	Stacy Farnum/65083 Terrance Dr Kearney, Az 85851	Stacy Farnum/65083 Terrance Dr Kearney, Az 85851	4/17/20	Served			Rodriguez
4/17/20	Summons; Forcible Detainer	J0403CV2020-089	Globe Regional Justice Court	Jose Parra	Brandon Monroy	Brandon Monroy/647 Cottonwood Ln Hayden, Az 85135	Cottonwood Ln Hayden, Az 85135	4/17/20	Served			Rodriguez
4/16/20	Thirty Day Notice	None	None	Esteban Perez	Crystal Estrella	Crystal Estrella/306 S. Devereaux St Globe, Az 85501	Crystal Estrella/306 S. Devereaux St Globe, Az 85501	4/17/20	Served			Rodriguez
4/16/20	Subpoena	M0441LC2020-39	Globe Regional Justice Court	State of Arizona	Deborah Stotler	Officer I. Bost/740 Sullivan St Miami, Az 85539	Officer Bost/500 W. Sullivan St Miami, Az 85539	4/17/20	Served			Rodriguez
3/19/20	Summons	J043CM2020-137	Globe Regional Justice Court	State of Arizona	Michael Malone	Michael Malone/8958 S. Six Shooter Cyn Globe, Az 85501	None	4/19/20	Attempted			Rodriguez
4/16/20	Summons	J0403CM2020-195	Globe Regional Justice Court	State of Arizona	Mark Guerrero	Mark Guerrero/225 E. Yuma St Globe, Az 85501	none	4/19/20	Attempted			Rodriguez
3/19/20	Summons	J0403CM2020-131	Globe Regional Justice Court	State of Arizona	Daniel Hernandez Jr	Daniel Hernandez Jr/447 E. Smelter St Miami, Az 85501	None	4/19/20	Attempted			Rodriguez
3/19/20	Summons	J0403CM2020-128	Globe Regional Justice Court	State of Arizona	Emilio Salas	Emilio Salas/407 W. Euclid Ave Globe, Az 85501	None	4/19/20	Attempted			Rodriguez
4/16/20	Summons	J0403CM2020-195	Globe Regional Justice Court	State of Arizona	Mark Guerrero	Mark Guerrero/225 E. Yuma St Globe, Az 85501	Mark Guerrero/Reppy/US 60 Miami, Az 85539	4/19/20	Served			Rodriguez
4/20/20	Criminal Subpoena	J0403TR2019-706	Globe Regional Justice Court	State of Arizona	Gregory Ford	Trooper Ridge/4339 E. US HWY 60 Claypool, Az 85532	Trooper Brevik/4339 E. US HWY 60 Claypool, Az 85539	4/20/20	Served			Rodriguez
4/20/20	Criminal Subpoena	J0403CM2019-745	Globe Regional Justice Court	State of Arizona	Joe Yniguez	Officer Woodliff/740 Sullivan St Miami, Az 85539	Officer Woodliff/740 W. Sullivan St Miami, Az 85539	4/20/20	Served			Rodriguez
4/20/20	Criminal Subpoena	J0403CM2019-747	Globe Regional Justice Court	State of Arizona	Joe Yniguez	Officer Woodliff/740 Sullivan St Miami, Az 85539	Officer Woodliff/740 W. Sullivan St Miami, Az 85539	4/20/20	Served			Rodriguez
4/20/20	Summons	J0403CM2020-194	Globe Regional Justice Court	State of Arizona	Raymond Hayes	Raymond Hayes/1094 Belmont Superior, Az 85273	Raymond Hayes/1100 South St Globe, Az 85501	4/20/20	Served			Rodriguez
4/20/20	Summons	J0403CM2020-193	Globe Regional Justice Court	State of Arizona	Raymond Hayes	Raymond Hayes/1094 Belmont Superior, Az 85273	Raymond Hayes/1100 South St Globe, Az 85501	4/20/20	Served			Mancha
4/20/20	Criminal Subpoena	J0403CM2019-747	Globe Regional Justice Court	State of Arizona	Joe Yniguez	Protected Information	none	4/20/20	Served			Mancha
4/20/20	Criminal Subpoena	J0403CM2019-747	Globe Regional Justice Court	State of Arizona	Joe Yniguez	Protected Information	none	4/20/20	Attempted			Rodriguez
4/20/20	Criminal Subpoena	J0403CM2019-745	Globe Regional Justice Court	State of Arizona	Joe Yniguez	Protected Information	none	4/20/20	Attempted			Rodriguez
4/20/20	Criminal Subpoena	J0403CM2019-745	Globe Regional Justice Court	State of Arizona	Joe Yniguez	Protected Information	none	4/20/20	Attempted			Rodriguez
4/20/20	Criminal Subpoena	J0403CM2019-745	Globe Regional Justice Court	State of Arizona	Joe Yniguez	Protected Information	Protected Information	4/21/20	Served			Rodriguez
4/20/20	Criminal Subpoena	J0403CM2019-747	Globe Regional Justice Court	State of Arizona	Joe Yniguez	Protected Information	Protected Information	4/21/20	Served			Rodriguez
4/21/20	Notice to Appear;Petition	JV2020-50	Gila Superior Court	State of Arizona	Protected Information	Protected Information	none	4/21/20	Attempted			Rodriguez
4/21/20	Notice to Appear;Petition	JV2020-50	Gila Superior Court	State of Arizona	Protected Information	Protected Information	none	4/21/20	Attempted			Rodriguez
4/21/20	Notice to Appear;Petition	JV2020-50	Gila Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	4/21/20	Served			Rodriguez
4/20/20	Criminal Subpoena	J0403CM2019-745	Globe Regional Justice Court	State of Arizona	Joe Yniguez	Protected Information	Protected Information	4/21/20	Served			Rodriguez
4/21/20	Notice to Appear;Petition	JV2020-51	Gila Superior Court	State of Arizona	Protected Information	Protected Information	none	4/21/20	Attempted			Rodriguez
4/21/20	Notice to Appear;Petition	JV2020-51	Gila Superior Court	State of Arizona	Protected Information	Protected Information	none	4/21/20	Attempted			Rodriguez
4/21/20	Notice to Appear;Petition	JV2020-51	Gila Superior Court	State of Arizona	Protected Information	Protected Information	none	4/21/20	Attempted			Rodriguez
4/21/20	Notice to Appear;Petition	JV2020-51	Gila Superior Court	State of Arizona	Protected Information	Protected Information	none	4/21/20	Attempted			Rodriguez
4/22/20	Notice of Hearing	J0403CM2020-204	Globe Regional Justice Court	State of Arizona	Brandy Mock	Brandy Mock/210 Sunset Dr Globe, Az 85501	None	4/22/20	Attempted			Rodriguez
4/22/20	Notice of Hearing	J0403CM2020-204	Globe Regional Justice Court	State of Arizona	Brandy Mock	Brandy Mock/210 Sunset Dr Globe, Az 85501	None	4/22/20	Attempted			Mancha
4/22/20	Notice of Hearing	J0403CM2020-204	Globe Regional Justice Court	State of Arizona	Brandy Mock	Brandy Mock/210 Sunset Dr Globe, Az 85501	None	4/22/20	Attempted			Mancha
4/22/20	Notice of Hearing	J0403CM2020-203	Globe Regional Justice Court	State of Arizona	Dustin Daniels	Dustin Daniels/210 Sunset Dr Superior, Az 85173	None	4/22/20	Attempted			Mancha
4/22/20	Notice of Hearing	J0403CM2020-203	Globe Regional Justice Court	State of Arizona	Dustin Daniels	Dustin Daniels/210 Sunset Dr Superior, Az 85173	None	4/22/20	Attempted			Mancha
4/22/20	Notice of Hearing	J0403CM2020-203	Globe Regional Justice Court	State of Arizona	Dustin Daniels	Dustin Daniels/210 Sunset Dr Superior, Az 85173	None	4/22/20	Attempted			Mancha
4/21/20	Notice to Appear;Petition	JV2020-51	Gila Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	4/22/20	Served			Rodriguez



# Constable Activity Log - Monthly



Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Constable Clerk: Michael Sellers

Precinct: Globe



Total Cases Served/Attempted:

134

Mileage Total: 1042

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
4/21/20	Notice to Appear/Petition	JV2020-51	Gila Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	4/22/20	Served				Rodriguez
4/22/20	Notice of Hearing	J0403CM2020-202	Globe Regional Justice Court	State of Arizona	Sydney Reveles	Sydney Reveles/2115 US 60, Globe, AZ 85501	Sydney Reveles/2115 US 60, Globe, AZ 85501	4/22/20	Served				Rodriguez
4/10/20	Summons	J0403CM2020-182	Globe Regional Justice Court	State of Arizona	Misty Roxanne Plant	Misty Plant/5675 S. Glendale Ave Miami, Az 85539	none	4/23/20	Attempted				Rodriguez
4/9/20	Summons	J0403CM2020-177	Globe Regional Justice Court	State of Arizona	Marvin Tona	Marvin Tona/107 N. Moore St Globe, Az 85501	none	4/24/20	Attempted				Rodriguez
4/23/20	Summons	J0403CM2020-205	Globe Regional Justice Court	State of Arizona	Thomas Lloy Phillips	Thomas Phillips/381 W. Euclid Ave, Globe, AZ 85501	Thomas Phillips/381 W. Euclid Ave, Globe, AZ 85501	4/23/20	Served				Rodriguez
4/22/20	Notice of Hearing	J0403CM2020-201	Globe Regional Justice Court	State of Arizona	Steven Ray Vallejos	Steven Vallejos/5900 N. Main St #11, Globe, AZ 85501	Steven Vallejos/5900 N. Main St #11, Globe, AZ 85501	4/23/20	Served				Rodriguez
4/10/20	Summons	J0403CM2020-182	Globe Regional Justice Court	State of Arizona	Misty Roxanne Plant	Misty Plant/5675 S. Glendale Ave Miami, Az 85539	none	4/24/20	Served				Rodriguez
4/22/20	Notice of Hearing	J0403CM2020-204	Globe Regional Justice Court	State of Arizona	Brandy Mock	Brandy Mock/210 Sunset Dr Globe, Az 85501	None	4/27/20	Attempted				Rodriguez
4/22/20	Notice of Hearing	J0403CM2020-203	Globe Regional Justice Court	State of Arizona	Dustin Daniels	Dustin Daniels/210 Sunset Dr Superior, Az 85173	None	4/22/20	Attempted				Rodriguez
3/26/20	Summons	J0403CM2020-144	Globe Regional Justice Court	State of Arizona	Brenda Chee	Brenda Chee/ 556 Bucky O'Neil Globe, Az 85501	none	4/27/20	Attempted				Rodriguez
4/9/20	Summons	J0403CM2020-177	Globe Regional Justice Court	State of Arizona	Marvin Tona	Marvin Tona/107 N. Moore St Globe, Az 85501	none	4/27/20	Attempted				Rodriguez
3/27/20	Summons	J0403CM2020-150	Globe Regional Justice Court	State of Arizona	Lacey Teeter	Lacey Teeter/541 W. Hackney Ave #14 Globe, Az 85501	none	4/27/20	Attempted				Rodriguez
3/26/20	Summons	J0403CM2020-144	Globe Regional Justice Court	State of Arizona	Brenda Chee	Brenda Chee/ 556 Bucky O'Neil Globe, Az 85501	none	4/28/20	Attempted				Rodriguez
4/22/20	Notice of Hearing	J0403CM2020-204	Globe Regional Justice Court	State of Arizona	Brandy Mock	Brandy Mock/210 Sunset Dr Globe, Az 85501	None	4/28/20	Attempted				Rodriguez
4/22/20	Notice of Hearing	J0403CM2020-203	Globe Regional Justice Court	State of Arizona	Dustin Daniels	Dustin Daniels/210 Sunset Dr Superior, Az 85173	None	4/22/20	Attempted				Rodriguez
4/29/20	Child Custody Packet	DO202000092	Gila Superior Court	Cameron Ashby	Brandy Gonzales	Brandy Gonzales/5938 S. Old Oak St Claypool, Az 85532	Brandy Gonzales/100 S. Ragus Rd Claypool, Az 85532	4/29/20	Served				Rodriguez
4/29/20	Child Custody Packet	DO202000094	Gila Superior Court	Jennica & Johnathan Johnson	Lacey Gonzales	Lacey Gonzales/547 S. High St Globe, Az 85501	none	4/29/20	Attempted				Rodriguez
4/29/20	Child Custody Packet	DO202000094	Gila Superior Court	Jennica & Johnathan Johnson	Lacey Gonzales	Lacey Gonzales/547 S. High St Globe, Az 85501	none	4/29/20	Attempted				Rodriguez
4/29/20	Child Custody Packet	DO202000094	Gila Superior Court	Jennica & Johnathan Johnson	Lacey Gonzales	Lacey Gonzales/547 S. High St Globe, Az 85501	lacey Gonzales/547 S. High St Globe, Az 85501	4/29/20	Served				Rodriguez
4/30/20	Notice to Appear/Petition	JV2020-30	Gila Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	4/30/20	Served				Rodriguez
4/30/20	Subpoena	J0403CT2020-495	Globe Regional Justice Court	State of Arizona	Joseph Jesse Dougherty	Darryl Deatherage/4339 US60, Claypool, AZ 85532	Kory Ridge/4339 US60, Claypool, AZ 85532	4/30/20	Served				Rodriguez
4/30/20	Summons	J0403CM2020-209	Globe Regional Justice Court	State of Arizona	Tamara Laurie Barnicoat	Tamara Barnicoat/211 S. Franz Ave, Miami, AZ 85539	Tamara Barnicoat/211 S. Franz Ave, Miami, AZ 85539	4/30/20	Served				Rodriguez



**CONTRACT #** \_\_\_\_\_

GRANT # \_\_\_\_\_

REMITTING AGENCY Globe Regional Constable's Office

BILLING PERIOD \_\_\_\_\_

Preparer Signature: \_\_\_\_\_ Title: CLERK

Approved Signature: \_\_\_\_\_ Title: CONSTABLE

Currency	138 <sup>00</sup>
Coins	
Checks	336.64
Total	474.64

$$\begin{array}{r} 1 \times 50 = 50 \\ 4 \times 20 = 80 \\ 1 \times 5 = 5 \\ 3 \times 1 = 3 \\ \hline 138 \end{array}$$

ORIGINATING OFFICE

141348

**ARF-6053**

**Consent Agenda Item 3. E.**

**Regular BOS Meeting**

**Meeting Date:** 06/02/2020

**Reporting Period:** Payson Regional Constable's Office Monthly Report for April 2020

**Submitted For:** Tony McDaniel, Payson Regional Constable

**Submitted By:** Kimberly Rust, Constable Clerk

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**Information**

**Subject**

Payson Regional Constable's Office Monthly Report for April 2020

**Suggested Motion**

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

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**Attachments**

April 2020

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**Terry Phillips**  
Deputy Constable



**Kimberly Rust**  
Clerk of the Constable

Office of  
**Payson Regional Constable**  
**Tony McDaniel**

## **APRIL 2020 MONTHLY REPORT**

### **TABLE OF CONTENTS**

MONTHLY ACTIVITY LETTER

FEEs COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT



Terry Phillips  
Deputy Constable



Kimberly Rust  
Constable Clerk

Office of  
**Payson Regional Constable**  
**Tony McDaniel**

May 4, 2020

Gila County Board of Supervisors  
1400 East Ash St  
Globe AZ 85501

**PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER**

For the month of **April 2020**, the Payson Regional Constable's Office:

Received a total of 91 papers for service with 141 attempts.

Drove a total of 2388.1 miles.

Collected a total of **\$1023.28** as follows:

Total Deposited:	\$1,023.28
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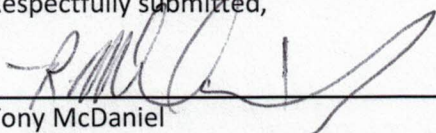
Less Refunds:	<u>\$8.00</u>
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Paid to General Fund:	\$1,015.28
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Additonal Funds from an IGA from the Town of Payson	\$875.00
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Grand Total Paid to General Fund:	<b><u>\$1,890.28</u></b>
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Respectfully submitted,

  
\_\_\_\_\_  
Tony McDaniel  
Payson Regional Constable  
Gila County, Payson, Arizona



**PAYSON REGIONAL CONSTABLE OFFICE**  
**FEES COLLECTED**  
**APRIL 2020**

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH	RECEIPT NUMBER	REFUNDS
3/27/2020	Weslee Sexton	2003PR103	\$56.00	Ncourt	534980	\$0.00
3/31/2020	Phil Hineman	2003PR104	\$56.00	Ncourt	534981	\$0.00
4/1/2020	Harper Law Office	2004PR001	\$79.92	Ncourt	534982	\$0.00
4/1/2020	Protected Information	2004PR006	\$40.00	Ncourt	534983	\$0.00
4/6/2020	Edward Rathjen	2004PR017	\$48.00	Ncourt	534984	\$0.00
4/6/2020	Andersen Attorneys	2004PR016	\$40.00	Ncourt	534985	\$0.00
4/8/2020	Phil Hineman	2004PR021	\$40.00	Ncourt	534986	\$0.00
4/13/2020	Lupe Thompson	2004PR034	\$40.00	Cash	534987	\$0.00
4/13/2020	Decus Legal	2004PR028	\$40.00	Check	534988	\$0.00
4/14/2020	Vanessa Compton	2004PR043	\$56.00	Money Order	534989	\$0.00
4/14/2020	Collins & Collins	2003PR044 2003PR095	\$120.00	Check	534990	\$0.00
4/14/2020	Dennis Scully	2004PR046	\$48.00	Cash	534991	\$8.00
4/15/2020	Phil Hineman	2004PR047	\$40.00	Ncourt	534992	\$0.00
4/15/2020	Protected Information	2004PR049	\$98.16	Cash	534993	\$0.00
4/15/2020	Crystallie Olivo	2004PR048	\$40.00	Cash	534994	\$0.00
4/20/2020	Protected Information	2004PR075	\$61.20	Cash	534995	\$0.00
4/20/2020	Harper Law Office	2004PR076	\$40.00	Check	534996	\$0.00
4/22/2020	Protected Information	2004PR082	\$40.00	Ncourt	534997	\$0.00
4/29/2020	Protected Information	2004PR091	\$40.00	Cash	534999	\$0.00
	Receipt 534998 is on May fee log (Ncourt)					
Collected:			\$1,023.28			
Refund:			\$8.00			
Total:			\$1,015.28			



# Constable Activity Log - Monthly

Constable: **Tony McDaniel**

Deputy: **Terry Phillips**

Constable Clerk: **Kimberly Rust**



County: **Gila**

Precinct: **Payson**

Total Cases Served/Attempted:

**141**

Mileage Total: **2388.1**

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
3/31/20	Commencement of Appeal	S0400CV2020-00106	Gila County Superior Court	Robert Mitchell & David West	Gila County Board of Appeals	Scott & Michelle Buzan / 123 N Roper Ln Whispering Pines AZ 85541	Scott & Michelle Buzan / 123 N Roper Ln Whispering Pines AZ 85541	4/1/20	Served			141.0	Phillips
4/1/20	Subpoena	M0444CM2020012098	Payson Magistrate Court	State of Arizona	David Hitias	David Hitias / Protected Information	David Hitias / Protected Information	4/1/20	Served				Phillips
4/1/20	Subpoena	M0444CM2020012092	Payson Magistrate Court	State of Arizona	Gilbert Cortez	Gilbert Cortez / Protected Information	Gilbert Cortez / Protected Information	4/1/20	Served				Phillips
4/1/20	Subpoena	M0444CM2020012096	Payson Magistrate Court	State of Arizona	Monica Oberg	Monica Oberg / Protected Information	Monica Oberg / Protected Information	4/1/20	Served				Phillips
4/1/20	Subpoena	M0444CM2020012095	Payson Magistrate Court	State of Arizona	Austin Oberg	Austin Oberg / Protected Information	Austin Oberg / Protected Information	4/1/20	Served				Phillips
4/1/20	Injunction Against Harassment	J0404PO2020000056	Payson Regional Justice Court	Protected Informaton	Jospeh Corrigan	Joseph Corrigan / 401 S Mariposa Payson AZ 85541	None	4/1/20	Attempted				Phillips
4/2/20	Subpoena	J0404CT2020000730	Payson Regional Justice Court	State of Arizona	Russel Ostrom	Trooper Rutherford / 201 N Colcord Payson AZ 85541	DPS Clipboard / 201 N Colcord Payson AZ 85541	4/2/20	Served			66.9	Phillips
4/2/20	Subpoena	J0404CT2020000729	Payson Regional Justice Court	State of Arizona	Nicole Knott	Trooper Rutherford / 201 N Colcord Payson AZ 85541	DPS Clipboard / 201 N Colcord Payson AZ 85541	4/2/20	Served				Phillips
4/2/20	Subpoena	J0404CT2019006096	Payson Regional Justice Court	State of Arizona	Gerald Foster	Trooper Harold / 201 N Colcord Payson AZ 85541	DPS Clipboard / 201 N Colcord Payson AZ 85541	4/2/20	Served				Phillips
4/2/20	Subpoena	M0444CT2020012121	Payson Magistrate Court	State of Arizona	Lars Tanner	Officer Lynch / 303 N Beeline HWY Payson AZ 85541	Sgt. McAnerny / 303 N Beeline HWY Payson AZ 85541	4/2/20	Served				Phillips
4/2/20	Subpoena	M0444CT2020012199	Payson Magistrate Court	State of Arizona	Kurt Aussprung	Officer Rush / 303 N Beeline HWY Payson AZ 85541	Sgt. McAnerny / 303 N Beeline HWY Payson AZ 85541	4/2/20	Served				Phillips
4/2/20	Subpoena	J0404CT2020000465	Payson Regional Justice Court	State of Arizona	Nicole Webb	Trooper Harold / 201 N Colcord Payson AZ 85541	DPS Clipboard / 201 N Colcord Payson AZ 85541	4/2/20	Served				Phillips
4/1/20	Injunction Against Harassment	J0404PO2020000056	Payson Regional Justice Court	Protected Informaton	Jospeh Corrigan	Joseph Corrigan / 401 S Mariposa Payson AZ 85541	None	4/2/20	Attempted				Phillips
4/2/20	Subpoena	J0404CT2020000353	Payson Regional Justice Court	State of Arizona	Christian Osorio-Galindo	Deputy Hightstreet / 108 W Main St Payson AZ 85541	GCSO Email & Mailbox / 108 W Main St Payson AZ 85541	4/3/20	Served			78.4	Det. Marchesseault
4/1/20	Injunction Against Harassment	J0404PO2020000056	Payson Regional Justice Court	Protected Informaton	Jospeh Corrigan	Joseph Corrigan / 401 S Mariposa Payson AZ 85541	None	4/3/20	Attempted				Deputy Stamper
4/3/20	Modified Order of Protection	FC2020-094272	Maricopa Superior Court	Protected Informaton	Taylor Higginbotham	Taylor Higginbotham / 234 E Rattlesnake Ln Tonto Basin AZ 85553	Taylor Higginbotham / 234 E Rattlesnake Ln Tonto Basin AZ 85553	4/3/20	Served				Phillips
4/1/20	Injunction Against Harassment	J0404PO2020000056	Payson Regional Justice Court	Protected Informaton	Jospeh Corrigan	Joseph Corrigan / 401 S Mariposa Payson AZ 85541	None	4/3/20	Attempted				Phillips
4/1/20	Injunction Against Harassment	J0404PO2020000056	Payson Regional Justice Court	Protected Informaton	Jospeh Corrigan	Joseph Corrigan / 401 S Mariposa Payson AZ 85541	Joseph Corrigan / 401 S Mariposa Payson AZ 85541	4/3/20	Served				Phillips
4/6/20	Minute Entry	P0400GC201800004	Gila County Superior Court	Gaurdian Ship of Protected Person		Clavin & Michelle Johnson / 30 Tonto Apache Reservation Payson AZ 85541	Michelle Johnson / 30 Tonto Apache Reservation Payson AZ 85541	4/6/20	Served			109.4	McDaniel



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141

Mileage Total: 2388.1

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
4/6/20	Summons Eviction Action	2020CV104FD	Payson Regional Justice Court	Edward Rathjen	Krystal Long	Krystal Long / 219 E Cedar Ln Payson AZ 85541	Posted & Certified Mailed / 219 E Cedar Ln Payson AZ 85541	4/6/20	Served				McDaniel
4/6/20	Subpoena	J0404CT2020000196	Payson Regional Justice Court	State of Arizona	Brian Sadler	Trooper Zickefoose / 201 N Colcord Payson AZ 85541	Emailed Sgt Manjarres	4/6/20	Served				McDaniel
4/6/20	Subpoena	J0404CT2020000263	Payson Regional Justice Court	State of Arizona	Bobby Rolph	Trooper Zickefoose / 201 N Colcord Payson AZ 85541	Emailed Sgt Manjarres	4/6/20	Served				McDaniel
4/6/20	Order of Protection	J0404PO2020000057	Payson Regional Justice Court	Protected Informaton	Jospeh Corrigan	Jospeh Corrigan / 405 S Mariposa Payson AZ 85541	None	4/6/20	Attempted				McDaniel
4/6/20	Order of Protection	J0404PO2020000057	Payson Regional Justice Court	Protected Informaton	Jospeh Corrigan	Jospeh Corrigan / 809 W Longhorn Payson AZ 85541	Jospeh Corrigan / 809 W Longhorn Payson AZ 85541	4/6/20	Served				McDaniel
4/6/20	Summons & Complaint	CV2020051927	Maricopa County Superior Court	Kirklin Enterprises LLP	Jennifer Gonzalez	Jennifer Gonzalez / 905 N Easy St Payson AZ 85541	None	4/6/20	Attempted				McDaniel
4/6/20	Order of Protection	J1107PO2020000106	Apache Junction Justice Court	Protected Informaton	Enrique Navarro	Enrique Navarro / 435 N Deer Creek Rd Payson AZ 85541	None	4/6/20	Attempted				McDaniel
4/6/20	Order of Protection	J1107PO2020000106	Apache Junction Justice Court	Protected Informaton	Enrique Navarro	Enrique Navarro / 435 N Deer Creek Rd Payson AZ 85541	Enrique Navarro / 435 N Deer Creek Rd Payson AZ 85541	4/6/20	Served				McDaniel
4/6/20	Summons & Complaint	CV2020051927	Maricopa County Superior Court	Kirklin Enterprises LLP	Jennifer Gonzalez	Jennifer Gonzalez / 205 S Kodz Payson AZ 85541	Jennifer Gonzalez / 205 S Kodz Payson AZ 85541	4/7/20	Served			81.2	McDaniel
3/31/20	Hearing Order	2019TR1502	Payson Regional Justice Court	State of Arizona	Ryan Wallace	Ryan Wallace / 307 N Manzanita St Payson AZ 85541	None	4/7/20	Attempted				McDaniel
3/31/20	Hearing Order	2019TR1502	Payson Regional Justice Court	State of Arizona	Ryan Wallace	Ryan Wallace / 307 N Manzanita St Payson AZ 85541	Ryan Wallace / Manzanita & Bobb St Payson AZ 85541	4/7/20	Served				McDaniel
3/25/20	Order of Protection	CC2020058775	Dreamy Draw Justice Court	Protected Informaton	Matt Yazzie	Matt Yazzie / 906 N Matterhorn Payson AZ 85541	Moved to Valley	4/7/20	Attempted				McDaniel
4/7/20	Order of Protection	P0400PO202000024	Payson Regional Justice Court	Protected Informaton	Jared Prcok	Jared Prock / 1600 W Dalton Cir Payson AZ 85541	Jared Prock / 1600 W Dalton Cir Payson AZ 85541	4/7/20	Served				McDaniel
4/7/20	Hearing Order	J0404TR2019005374	Payson Regional Justice Court	State of Arizona	Jordan Colwell	Jordan Colwell / 817 N Ponderosa Cir Payson AZ 85541	Jordan Colwell / 817 N Ponderosa Cir Payson AZ 85541	4/7/20	Served				McDaniel
4/7/20	Subpoena	DO201800067	Gila County Superior Court	Faith Lenzmeier	Scott Hale	Scott Hale / Protected Information	None	4/7/20	Attempted				McDaniel
4/7/20	Subpoena	DO201800067	Gila County Superior Court	Faith Lenzmeier	Scott Hale	Scott Hale / Protected Information	None	4/7/20	Attempted				McDaniel
4/7/20	Subpoena	DO201800067	Gila County Superior Court	Faith Lenzmeier	Scott Hale	Scott Hale / Protected Information	Scott Hale / Protected Information	4/7/20	Served				McDaniel
4/8/20	Hearing Order	M0444CR201912184	Payson Magistrate Court	State of Arizona	Skylar Neal Vela	Skylar Neal Vela / 504 W Saddle Ln Payson AZ 85541	Skylar Neal Vela / 504 W Saddle Ln Payson AZ 85541	4/8/20	Served			126.9	McDaniel
4/8/20	Hearing Order	J0404CM2019005363	Payson Regional Justice Court	State of Arizona	Richard Winiecki	Richard Winiecki / 190 N Cornerstone Way #12 Star Valley AZ 85541	None	4/8/20	Attempted				McDaniel



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Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
4/8/20	Hearing Order	J0404CM20190053 63	Payson Regional Justice Court	State of Arizona	Richard Winiecki	Richard Winiecki / 190 N Cornerstone Way #52 Star Valley AZ 85541	None	4/8/20	Attempted				McDaniel
4/8/20	Hearing Order	J0404CM20190053 63	Payson Regional Justice Court	State of Arizona	Richard Winiecki	Richard Winiecki / 108 W Main St Payson AZ 85541	Richard Winiecki / 108 W Main St Payson AZ 85541	4/8/20	Served				McDaniel
4/8/20	Writ of Garnishment	DO2011-00087	Maricopa County Superior Court	Tiffany Hiddlestun	Brandon Conti	Syringa Property Management / 905 S McLane Rd Payson AZ 85541	Peggy Reed / 905 S McLane R Payson AZ 85541	4/8/20	Served				Phillips
4/8/20	Hearing Order	J0404TR20190053 35	Payson Regional Justice Court	State of Arizona	Theodore Wallace	Theodore Wallace / 150 E Brownsvill Flats Rd #7 Tonto Basin AZ 85553	Theodore Wallace / 150 E Brownsvill Flats Rd #7 Tonto Basin AZ 85553	4/8/20	Served				Phillips
4/8/20	Hearing Order	J0404TR20190053 26	Payson Regional Justice Court	State of Arizona	Debra Roden	Debra Roden / 200 S Old HWY 188 #36 Tonto Basin AZ 85553	Debra Roden / 200 S Old HWY 188 #36 Tonto Basin AZ 85553	4/8/20	Served				Phillips
4/9/20	Modified Injunction Against Harassment	J0404PO20200000 56	Payson Regional Justice Court	Protected Informaton	Joe Corrigan	Joe Corrigan / 714 S Beeline HWY Payson AZ 85541	Joe Corrigan / 714 S Beeline HWY Payson AZ 85541	4/9/20	Served			137.2	Phillips
4/9/20	Bailiff	None	None	Bailiff for Injunction Against Harassment Hearing				4/9/20	Bailiffed				Phillips
4/9/20	Hearing Order	J0404CM20190053 72	Payson Regional Justice Court	State of Arizona	Codi Lee Mack	Codi Lee Mack / 6230 W Prince Dr Pine AZ 85544	Codi Lee Mack / 6230 W Prince Dr Pine AZ 85544	4/9/20	Served				Phillips
4/9/20	Summons & Complaint	2020CV103UN	Payson Regional Justice Court	CAG Acceptance LLC	Sheila Hii & J. Doe	Sheila Hill & J.Doe / 3760 E HWY 260 Star Valley Az 85541	None	4/9/20	Attempted				McDaniel
4/10/20	Subpoena	J0404CT20200003 53	Payson Regional Justice Court	State of Arizona	Christian Osorio-Galindo	Deputy Hightstreet / 108 W Main St Payson AZ 85541	Deputy Hightstreet / 108 W Main St Payson AZ 85541	4/10/20	Served			109.8	Det. Marchesseault
4/9/20	Summons & Complaint	2020CV103UN	Payson Regional Justice Court	CAG Acceptance LLC	Sheila Hii & J. Doe	Sheila Hill & J.Doe / 108 W Main St Payson Az 85541	Sheila Hill / 108 W Main St Payson Az 85541	4/10/20	Served				Sgt Binney
4/10/20	Divorce Packet	D20200784	Pima County Superior Court	Jonathan McLane	Atina McLane	Atina McLane / 213 E HWY 260 Payspn AZ 85541	Atina McLane / 213 E HWY 260 Payspn AZ 85541	4/10/20	Served				McDaniel
4/10/20	Subpoena	M0444TR2020012 050	Payson Magistrate Court	State of Arizona	Thomas Chambers	Thomas Chambers / 1000 S Cedarcrest Cir Payson AZ 85541	None	4/10/20	Attempted				McDaniel
4/10/20	Hearing Order	M0444CR2019012 043	Payson Magistrate Court	State of Arizona	David Barnes	David Barnes / 100 W Chateau Cir Payson AZ 85541	David Barnes / 100 W Chateau Cir Payson AZ 85541	4/10/20	Served				Phillips
4/10/20	Subpoena	M0444TR2020012 050	Payson Magistrate Court	State of Arizona	Thomas Chambers	Thomas Chambers / 1000 S Cedarcrest Cir Payson AZ 85541	None	4/13/20	Attempted			70.0	McDaniel
4/13/20	Order of Protection	P0400PO20200002 6	Gila County Superior Court	Protected Informaton	Nathan Dotson	Nathan Dotson / 647 S Moonlight Star Valley AZ 85541	Nathan Dotson / 647 S Moonlight Star Valley AZ 85541	4/13/20	Served				McDaniel
4/13/20	Criminal Subpoena	2020CF35	Payson Regional Justice Court	State of Arizona	Amber Mogliolo	Deputy Kerszykowski / 108 W Main St Payson AZ 85541	GCSO Email & Mailbox / 108 W Main St Payson AZ 85541	4/13/20	Served				McDaniel
4/13/20	Criminal Subpoena	2020CF34	Payson Regional Justice Court	State of Arizona	Javier Gonzalez	Deputy Kerszykowski / 108 W Main St Payson AZ 85541	GCSO Email & Mailbox / 108 W Main St Payson AZ 85541	4/13/20	Served				McDaniel
4/13/20	Thirty Day Notice	None	None	Lupe Thompson	Aaron Macreno	Aaron Macreno / 218 E Phoenix St Payson AZ 85541	Vicki Macreno / 218 E Phoenix St Payson AZ 85541	4/13/20	Served				McDaniel



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4/13/20	Hearing Order	M0444CM2019013112	Payson Magistrate Court	State of Arizona	Brodei Nitso	Brodei Nitso / 206 S Bentley Payson AZ 85541	Brodei Nitso / 206 S Bentley Payson AZ 85541	4/13/20	Served				McDaniel
4/10/20	Subpoena	M0444TR2020012050	Payson Magistrate Court	State of Arizona	Thomas Chambers	Thomas Chambers / 1000 S Cedarcrest Cir Payson AZ 85541	None	4/13/20	Attempted				McDaniel
4/10/20	Subpoena	M0444TR2020012050	Payson Magistrate Court	State of Arizona	Thomas Chambers	Thomas Chambers / 1000 S Cedarcrest Cir Payson AZ 85541	Thomas Chambers / 1000 S Cedarcrest Cir Payson AZ 85541	4/13/20	Served				McDaniel
4/14/20	Criminal Subpoena	2020CF36	Payson Regional Justice Court	State of Arizona	Amanda Martinez	Deputy Hightstreet / 108 W Main St Payson AZ 85541	GCSO Email & Mailbox / 108 W Main St Payson AZ 85541	4/14/20	Served			125.6	McDaniel
4/14/20	Criminal Subpoena	2020CF37	Payson Regional Justice Court	State of Arizona	Nelson Benavidez	Deputy Hightstreet / 108 W Main St Payson AZ 85541	GCSO Email & Mailbox / 108 W Main St Payson AZ 85541	4/14/20	Served				McDaniel
4/14/20	Notice to Appear; Petition	JV202000049	Gila County Superior Court	State of Arizona	Protected Information	Anne McGee / Protected Information	Anne McGee / Protected Information	4/14/20	Served				McDaniel
4/14/20	Notice to Appear; Petition	JV202000049	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	4/14/20	Attempted				McDaniel
4/14/20	Notice to Appear; Petition	JV202000046	Gila County Superior Court	State of Arizona	Protected Information	Sarah Sadler / Protected Information	Sarah Sadler / Protected Information	4/14/20	Served				McDaniel
4/14/20	Notice to Appear; Petition	JV202000049	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	4/14/20	Served				McDaniel
4/14/20	Eviction Action Hearing	J0404CV2020000107	Payson Regional Justice Court	Michael Rosa	Walt & Lisa Van Horn	Walt & Lisa Van Horn / 200 S Rainbow #A Star Valley AZ 8541	Walt Van Horn / 200 S Rainbow #A Star Valley AZ 85541	4/14/20	Served				McDaniel
4/14/20	Notice to Appear; Petition	JV202000048	Gila County Superior Court	State of Arizona	Protected Information	Eden Blank / Protected Information	None	4/14/20	Attempted				McDaniel
4/14/20	Notice to Appear; Petition	JV202000048	Gila County Superior Court	State of Arizona	Protected Information	Eden Blank / Protected Information	Eden Blank / Protected Information	4/14/20	Served				McDaniel
4/14/20	Application & Affidavit for Default	DO202000048	Gila County Superior Court	Andrew & Kelly Marchesseault	Kaylah Marchesseault	Kaylah Marchesseault 603 S Colcord #C Payson AZ 85541	Kaylah Marchesseault 603 S Colcord #C Payson AZ 85541	4/14/20	Served				McDaniel
4/14/20	Divorce Packet	DO202000080	Gila County Superior Court	Vanessa Compton	Justin Malding	Justin Malding / 962 W Oxbow Trl #20 Payson AZ 85541	Justin Malding / 962 W Oxbow Trl #20 Payson AZ 85541	4/15/20	Served			172.1	McDaniel
4/15/20	Order to Appear	FC2012003880	Maricopa County Superior Court	Crystalle Olivo	Ricky Aydelott	Ricky Aydelott / 602 E Bonita St Payson AZ 85541	Ricky Aydelott / 602 E Bonita St Payson AZ 85541	4/15/20	Served				Phillips
4/15/20	Injunction Against Harassment	J0404PO2020000061	Payson Regional Justice Court	Protected Informaton	Denise Klug	Denise Klug / 143 S Indian Trl Payson AZ 85541	Denise Klug / 143 S Indian Trl Payson AZ 85541	4/15/20	Served				Phillips
4/16/20	Hearing Order	2018CR12394	Payson Magistrate Court	State of Arizona	Brian Willard	Brian Willard / 212 W Wade Ln Payson AZ 85541	Brian Willard / 212 W Wade Ln Payson AZ 85541	4/16/20	Served			115.8	McDaniel
4/16/20	Hearing Order	2019CM13098	Payson Magistrate Court	State of Arizona	Brian Willard	Brian Willard / 212 W Wade Ln Payson AZ 85541	Brian Willard / 212 W Wade Ln Payson AZ 85541	4/16/20	Served				McDaniel
4/15/20	Hearing Prior to Issue of IAH	J0404PO2020000062	Payson Regional Justice Court	Protected Informaton	Linda Moser	Linda Moser / 504 N Hemlock Cir Payson AZ 85541	Linda Moser / 504 N Hemlock Cir Payson AZ 85541	4/16/20	Served				McDaniel



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4/16/20	Summons	M0444TR2020012062	Payson Magistrate Court	State of Arizona	Christopher Brady	Christopher Brady / 141 W Haight Rd #15 Star Valley AZ 85541	Christopher Brady / 141 W Haight Rd #15 Star Valley AZ 85541	4/16/20	Served				Phillips
4/16/20	Summons	M0444CM202012118	Payson Magistrate Court	State of Arizona	Kanaphavimon Sirachaitananon	Kanaphavimon Sirachaitananon / 307 Rim Rock Pt Payson AZ 85541	None	4/16/20	Attempted				Phillips
4/16/20	Summons	M0444CM202012118	Payson Magistrate Court	State of Arizona	Kanaphavimon Sirachaitananon	Kanaphavimon Sirachaitananon / 307 Rim Rock Pt Payson AZ 85541	Kanaphavimon Sirachaitananon / 307 Rim Rock Pt Payson AZ 85541	4/17/20	Served			118.6	Deputy Labonte
4/17/20	Hearing Prior to Issue of IAH	J0404PO2020000063	Payson Regional Justice Court	Protected Informaton	Neil Clark	Neil Clark / 154 S Hiscox Ln Payson AZ 85541	Neil Clark / 154 S Hiscox Ln Payson AZ 85541	4/17/20	Served				Phillips
4/17/20	Order of Protection	J0404PO2020000064	Payson Regional Justice Court	Protected Informaton	April Bartlett	April Bartlett / 98 Quail Hollow Dr Star Valley AZ 85541	None	4/17/20	Attempted				Phillips
4/20/20	Subpoena	J0404CT20200000406	Payson Regional Justice Court	State of Arizona	Andrew Meyer	Trooper Zickefoose / 201 N Colcord Payson AZ 85541	Emailed Sgt Manjarres and Trooper Zickefoose	4/20/20	Served			162.9	McDaniel
4/20/20	Subpoena	J0404CT20200000721	Payson Regional Justice Court	State of Arizona	John Nichols	Trooper Rutherford / 201 N Colcord Payson AZ 85541	Emailed Sgt Manjarres and Trooper Rutherford	4/20/20	Served				McDaniel
4/20/20	Hearing Notice - Pretrial Conference	J0404CM2020000018	Payson Regional Justice Court	State of Arizona	Darryl Becher	Darryl Becher / 585 N Sleepy Hollow Ln Tonto Basin AZ 85553	Spoke on phone / Moved to Valley	4/20/20	Attempted				McDaniel
4/20/20	Hearing Notice - Pretrial Conference	J0404CM2020000019	Payson Regional Justice Court	State of Arizona	Tracy Treat	Tracy Treat / 585 N Sleepy Hollow Ln Tonto Basin AZ 85553	Left message with Darryl / Moved to Valley	4/20/20	Attempted				McDaniel
4/20/20	Injunction Against Harassment	J0404PO2020000066	Payson Regional Justice Court	Protected Informaton	Susan Kate Harrison	Susan Kate Harrison / 4325 N Old Trails End Dr Pine AZ 85544	Susan Kate Harrison / 4325 N Old Trails End Dr Pine AZ 85544	4/20/20	Served				McDaniel
4/20/20	Motion & Order to Continue Pre-Trial Conference	2019TR13028	Payson Magistrate Court	State of Arizona	Jonathan Fahl	Jonathan Fahl / 708 W Longhorn Rd Payson AZ 85541	Jonathan Fahl / 708 W Longhorn Rd Payson AZ 85541	4/20/20	Served				McDaniel
4/20/20	Hearing Notice - Pretrial Conference	J0404TR2020000018	Payson Regional Justice Court	State of Arizona	Christopher Davis-Blank	Christopher Davis-Blank / 8103 W Cherry Ann Ln Payson AZ 85541	None	4/20/20	Attempted				McDaniel
4/20/20	Hearing Notice - Pretrial Conference	J0404TR2020000018	Payson Regional Justice Court	State of Arizona	Christopher Davis-Blank	Christopher Davis-Blank / 2500 W Bulla Dr Payson AZ 85541	Christopher Davis-Blank / 2500 W Bulla Dr Payson AZ 85541	4/20/20	Served				McDaniel
4/20/20	Hearing Notice - Pretrial Conference	J0404CM2020000025	Payson Regional Justice Court	State of Arizona	Angelica Priddy	Angelica Priddy / 48 N Childress Cir Star Valley AZ 85541	None	4/20/20	Attempted				McDaniel
4/20/20	Motion & Order to Continue Pre-Trial Conference	2020CM2044	Payson Magistrate Court	State of Arizona	Sabrina Sutton	Sabrina Sutton / 121 S Tonto St #30 Payson AZ 85541	None	4/20/20	Attempted				McDaniel
4/20/20	Hearing Notice - Pretrial Conference	J0404TR2020000033	Payson Regional Justice Court	State of Arizona	Brian Odonnell	Brian Odonnell / 403 E Wade Ln Payson AZ 85541	Brian Odonnell / 403 E Wade Ln Payson AZ 85541	4/20/20	Attempted				McDaniel
4/20/20	Motion & Order to Continue Pre-Trial Conference	2019CR12177	Payson Regional Justice Court	State of Arizona	Mayra Sussex	Mayra Sussex / 203 E Forest #6 Payson AZ 85541	Mayra Sussex / 203 E Forest #6 Payson AZ 85541	4/20/20	Served				McDaniel
4/20/20	Easement Issues	None	None	CO Horgan	Ronald & Majorie Wietzema	Ronald & Majorie Wietzema / 501 N Briarwood Rd Payson AZ 85541	Ronald Wietzema / 501 N Briarwood Rd Payson AZ 85541	4/20/20	Served				McDaniel
4/20/20	Motion & Order to Continue Pre-Trial Conference	2019CR12164	Payson Magistrate Court	State of Arizona	Christian Reynolds	Christian Reynolds / 812 W Frontier St Payson AZ 85541	None	4/20/20	Attempted				McDaniel



# Constable Activity Log - Monthly



Constable: Tony McDaniel

Deputy: Terry Phillips

Constable Clerk: Kimberly Rust

County: Gila

Precinct: Payson

Total Cases Served/Attempted:

141

Mileage Total: 2388.1

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
4/20/20	Motion & Order to Continue Pre-Trial Conference	2020CM12038	Payson Magistrate Court	State of Arizona	Tracy Melendy	Tracy Melendy / 1602 N Hoover Dr Payson AZ 85541	None	4/20/20	Attempted				McDaniel
4/20/20	Motion & Order to Continue Pre-Trial Conference	2020CM12024	Payson Magistrate Court	State of Arizona	Betty Burke	Betty Burke / 600 S Oak St Payson AZ 85541	None	4/20/20	Attempted				McDaniel
4/20/20	Motion & Order to Continue Pre-Trial Conference	2020CM12024	Payson Magistrate Court	State of Arizona	Betty Burke	Betty Burke / 302 S Beeline HWY Payson AZ 85541	None	4/20/20	Attempted				McDaniel
4/20/20	Hearing Notice - Pretrial Conference	J0404CM2020000026	Payson Regional Justice Court	State of Arizona	Tiara Gaskill	Tiara Gaskill 9222 W Stageline Payson AZ 85541	None	4/20/20	Attempted				McDaniel
4/20/20	Hearing Notice - Pretrial Conference	J0404CM2020000026	Payson Regional Justice Court	State of Arizona	Tiara Gaskill	Tiara Gaskill / 1903 N McLane Rd Payson AZ 85541	None	4/20/20	Attempted				McDaniel
4/20/20	Hearing Notice - Pretrial Conference	J0404TR2020000010	Payson Regional Justice Court	State of Arizona	Saul Cancino	Saul Cancino / 1017 S Ponderosa St Payson AZ 85541	None	4/20/20	Attempted				McDaniel
4/20/20	Motion & Order to Continue Pre-Trial Conference	2020CM12038	Payson Magistrate Court	State of Arizona	Tracy Melendy	Tracy Melendy / 1602 N Hoover Dr Payson AZ 85541	None	4/20/20	Attempted				McDaniel
4/20/20	Hearing Notice - Pretrial Conference	J0404TR2020000010	Payson Regional Justice Court	State of Arizona	Saul Cancino	Saul Cancino / 1017 S Ponderosa St Payson AZ 85541	None	4/21/20	Attempted			117.9	McDaniel
4/20/20	Hearing Notice - Pretrial Conference	J0404CM2020000026	Payson Regional Justice Court	State of Arizona	Tiara Gaskill	Tiara Gaskill / 9222 W Stageline Payson AZ 85541	None	4/21/20	Attempted				McDaniel
4/20/20	Motion & Order to Continue Pre-Trial Conference	2020CM2044	Payson Magistrate Court	State of Arizona	Sabrina Sutton	Sabrina Sutton / 121 S Tonto St #30 Payson AZ 85541	Sabrina Sutton / 121 S Tonto St #30 Payson AZ 85541	4/21/20	Served				McDaniel
4/20/20	Hearing Notice - Pretrial Conference	J0404TR2020000030	Payson Regional Justice Court	State of Arizona	Charles Stratton	Charles Stratton 568 W Old Pine Trl Pine AZ 85544	Charles Stratton 568 W Old Pine Trl Payson AZ 85541	4/21/20	Served				McDaniel
4/20/20	Motion & Order to Continue Pre-Trial Conference	2019CR12164	Payson Magistrate Court	State of Arizona	Christian Reynolds	Christian Reynolds / 812 W Frontier St Payson AZ 85541	Christian Reynolds / 812 W Frontier St Payson AZ 85541	4/21/20	Served				McDaniel
4/21/20	Subpoena	J0404CM2020000071	Payson Magistrate Court	State of Arizona	Cassandra Nell	Cassandra Nell / Protected Information	None	4/21/20	Attempted				McDaniel
4/21/20	Subpoena	J0404CM2020000071	Payson Magistrate Court	State of Arizona	Cassandra Nell	Cassandra Nell / Protected Information	Cassandra Nell / Protected Information	4/21/20	Served				McDaniel
4/21/20	Subpoena	M0444CM2020012111	Payson Magistrate Court	State of Arizona	Dustin Chenault	Dustin Chenault / Protected Information	None	4/21/20	Attempted				McDaniel
4/21/20	Subpoena	M0444CM2020012111	Payson Magistrate Court	State of Arizona	Dustin Chenault	Dustin Chenault / Protected Information	Dustin Chenault / Protected Information	4/21/20	Served				McDaniel
4/20/20	Motion & Order to Continue Pre-Trial Conference	2020CM12038	Payson Magistrate Court	State of Arizona	Tracy Melendy	Tracy Melendy / 1602 N Hoover Dr Payson AZ 85541	Tracy Melendy / 401 S Beeline HWY Payson AZ 88541	4/21/20	Served				McDaniel
4/20/20	Motion & Order to Continue Pre-Trial Conference	2020CM12024	Payson Magistrate Court	State of Arizona	Betty Burke	Betty Burke / 300 N Beeline HWY Payson AZ 85541	Betty Burke / 300 N Beeline HWY Payson AZ 85541	4/21/20	Served				McDaniel
4/21/20	Subpoena	J0404CM2020000068	Payson Regional Justice Court	State of Arizona	Anthony Petrucci	Anthony Petrucci / 748 S Valley Dr Jakes Corner AZ 85541	None	4/21/20	Attempted				McDaniel



# Constable Activity Log - Monthly



Constable: Tony McDaniel

Deputy: Terry Phillips

Constable Clerk: Kimberly Rust

County: Gila

Precinct: Payson

Total Cases Served/Attempted:

141

Mileage Total: 2388.1

Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
4/21/20	Subpoena	J0404CM020000068	Payson Regional Justice Court	State of Arizona	Anthony Petrucci	Anthony Petrucci / 358 Sunset Payson AZ 85541	None	4/21/20	Attempted				McDaniel
4/17/20	Order of Protection	J0404PO2020000064	Payson Regional Justice Court	Protected Informaton	April Bartlett	April Bartlett / 98 Quail Hollow Dr Syar Valley AZ 85541	None	4/21/20	Attempted				McDaniel
4/20/20	Hearing Notice - Pretrial Conference	J0404CM2020000026	Payson Regional Justice Court	State of Arizona	Tiara Gaskill	Tiara Gaskill / 108 W Main St Payson AZ 85541	Tiara Gaskill / 108 W Main St Payson AZ 85541	4/22/20	Served			139.1	McDaniel
4/20/20	Hearing Notice - Pretrial Conference	J0404TR2020000010	Payson Regional Justice Court	State of Arizona	Saul Cancino	Saul Cancino / 1017 S Ponderosa St Payson AZ 85541	Saul Cancino / 1017 S Ponderosa St Payson AZ 85541	4/22/20	Served				McDaniel
4/22/20	Injunction Against Harassment	J0404PO2020000068	Payson Regional Justice Court	Protected Informaton	Victoria Trevey	Victoria Trevey / 136 N Pinon Rd Star Valley AZ 85541	Victoria Trevey / 136 N Pinon Rd Star Valley AZ 85541	4/22/20	Served				McDaniel
4/22/20	Child Support Packet	DO201800378	Gila County Superior Court	State of Arizona	Erik Center	Erik Center / 207 S Goodnow Rd Payson AZ 85541	None	4/22/20	Attempted				McDaniel
4/22/20	Child Support Packet	DO201800378	Gila County Superior Court	State of Arizona	Erik Center	Erik Center / 207 S Goodnow Rd Payson AZ 85541	None	4/22/20	Attempted				Phillips
4/22/20	Child Support Packet	DO201800379	Gila County Superior Court	State of Arizona	Erik Center	Erik Center / 207 S Goodnow Rd Payson AZ 85541	None	4/22/20	Attempted				McDaniel
4/22/20	Child Support Packet	DO201800379	Gila County Superior Court	State of Arizona	Erik Center	Erik Center / 207 S Goodnow Rd Payson AZ 85541	None	4/22/20	Attempted				Phillips
4/22/20	Child Support Packet	DO201800378	Gila County Superior Court	State of Arizona	Erik Center	Erik Center / 207 S Goodnow Rd Payson AZ 85541	Erik Center / 207 S Goodnow Rd Payson AZ 85541	4/22/20	Served				Phillips
4/22/20	Child Support Packet	DO201800379	Gila County Superior Court	State of Arizona	Erik Center	Erik Center / 207 S Goodnow Rd Payson AZ 85541	Erik Center / 207 S Goodnow Rd Payson AZ 85541	4/22/20	Served				Phillips
4/22/20	Summons	TR2020115267	North Mesa Justice Court	State of Arizona	Daniel Hammond	Daniel Hammond / 1213 N Basil Cir Payson AZ 85541	Daniel Hammond / 1213 N Basil Cir Payson AZ 85541	4/22/20	Served				Phillips
4/21/20	Summons	M0444CM20200012123	Payson Magistrate Court	State of Arizona	Lorelei Cilione	Lorelei Cilione / ATL Payson Area Payson AZ 85541	None	4/22/20	Attempted				Phillips
4/17/20	Order of Protection	J0404PO2020000064	Payson Regional Justice Court	Protected Informaton	April Bartlett	April Bartlett / 108 W Main St Payson AZ 85541	April Bartlett / 108 W Main St Payson AZ 85541	4/23/20	Served			117.6	McDaniel
4/21/20	Summons	J0404CM2020000077	Payson Regional Justice Court	State of Arizona	Micah Mitchell	Micah Mitchell / 701 E HWY 260 Payson AZ 85541	Micah Mitchell / 701 E HWY 260 Payson AZ 85541	4/23/20	Served				Phillips
4/21/20	Summons	M0444CM20200012123	Payson Magistrate Court	State of Arizona	Lorelei Cilione	Lorelei Cilione / ATL Payson Area Payson AZ 85541	None	4/23/20	Attempted				McDaniel
4/24/20	Order of Protection	J0404PO2020000071	Payson Regional Justice Court	Protected Informaton	Garrett Figy	Garrett Figy / 108 W Main St Payson AZ 85541 (Jail)	Garrett Figy / 108 W Main St Payson AZ 85541 (Jail)	4/24/20	Served			63.8	Rust
4/21/20	Summons	M0444CM20200012123	Payson Magistrate Court	State of Arizona	Lorelei Cilione	Lorelei Cilione / 1300 N McLane Payson AZ 85541	Lorelei Cilione / 1300 N McLane Payson AZ 85541	4/24/20	Served				Phillips
4/27/20	Summons	M0444CM20200012113	Payson Magistrate Court	State of Arizona	Lorelei Cilione	Lorelei Cilione / 902 W Main St Payson AZ 85541	Lorelei Cilione / 902 W Main St Payson AZ 85541	4/27/20	Served			57.4	McDaniel



**Deputy:** Terry Phillips  
**Constable Clerk:** Kimberly Rust

County:	Gila	
Precinct:	Payson	

141

Mileage Total: 2388.1

Page 8 of 15



## DATE \_\_\_\_\_

5.1.2020

GRANT # \_\_\_\_\_

DEPOSIT TO FUND 2 General Fund

FUND #

REMITTING AGENCY

Payson Regional Constable #324

**BILLING PERIOD**

April 2020

**Preparer Signature:**

Kimberly Reed

Title

e Constable Clerk

**Approved Signature:**

**Approved Signature:**

Title

Constable

### SUMMARY OF DEPOSIT

$$\begin{array}{r} 2 \times 100 = 200 \\ 1 \times 50 = 50 \\ 1 \times 10 = 10 \\ 1 \times 5 = 5 \\ 4 \times 1 = 4 \\ \hline 269 \end{array}$$

**TREASURER** By

200

Date \_\_\_\_\_

5/4/2020

ORIGINATING OFFICE

141237

**ARF-6077**

**Consent Agenda Item 3. F.**

**Regular BOS Meeting**

**Meeting Date:** 06/02/2020

**Reporting Period:** Monthly Report for April 2020

**Submitted For:** Mary Navarro, Justice Court Operations Mgr.

**Submitted By:** Mary Navarro, Justice Court Operations Mgr.

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**Information**

**Subject**

Globe Regional Justice of the Peace's Office Monthly Report for April 2020

**Suggested Motion**

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

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**Attachments**

Monthly Report for April 2020

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# **GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT**

**For the Month of: APRIL, 2020**

## **BONDS**

<b>BALANCE AT THE BEGINNING OF THE MONTH</b>	<b>\$ 1,263.82</b>
<b>RECEIVED DURING THE MONTH</b>	<b>\$ 10,841.00</b>
<b>DISBURSED DURING THE MONTH</b>	<b>\$ 0.00</b>
<b>BALANCE AT THE END OF THE MONTH</b>	<b>\$ 12,104.82</b>

  
\_\_\_\_\_  
**Financial Clerk**

  
\_\_\_\_\_  
**Justice of the Peace/Court Manager**

\*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.



April, 2020	AZTEC	CURRENT ACCOUNT	OLD ACCOUNT	TOTAL AMOUNT	5% FILL THE	ADJUSTED
	CODE	CODE	CODE	ALLOCATED	GAP SET ASIDE	BALANCE
Bulk Merchandise Civil Penalty	ZBULK		STATE	\$ -	\$ -	\$ -
Automobile Theft Authority Fund	ZATA		STATE	\$ -	\$ -	\$ -
Child Passenger Restraint	ZCPRF		STATE	\$ 525.28	\$ 26.26	\$ 499.02
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 57.91	\$ 2.90	\$ 55.01
Dangerous Plants, Pests, & Diseases Trust Fund	ZDPP		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 70.46	\$ 3.52	\$ 66.94
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 3,648.79	\$ -	\$ 3,648.79
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 2,015.46	\$ -	\$ 2,015.46
FARE Enhanced Special Collections Fee	ZFAR3		STATE	\$ 357.37	\$ -	\$ 357.37
FARE Enhancement Fee \$49.00	ZFAR4		STATE	\$ 1,355.29	\$ -	\$ 1,355.29
Game and Fish - Wildlife	ZGF		STATE	\$ 27.40	\$ 1.37	\$ 26.03
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 868.87	\$ 43.44	\$ 825.43
HURF 1 28-5438, 2533C	ZHRF1		STATE	\$ -	\$ -	\$ -
HURF 3 28-5433C, 4139	ZHRF3		STATE	\$ -	\$ -	\$ -
HURF - to DPS	ZHRFD		STATE	\$ -	\$ -	\$ -
Registrar of Contractors	ZRCA		STATE	\$ -	\$ -	\$ -
Display Suspended Plates (DPS)	ZSLPD		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Base Fine	ZSPBF		STATE	\$ -	\$ -	\$ -
State Photo Enforcement Clean Election Surcharge	ZSPCE		STATE	\$ -	\$ -	\$ -
Public Safety Equipment Fund	ZPSEF		STATE	\$ -	\$ -	\$ -
State Treasurer General Fund	ZSTAT		STATE	\$ 4,668.26	\$ 233.41	\$ 4,434.85
AZ DPS Forensics Fund	ZADPS	0872-2061		\$ 681.92	\$ 34.10	\$ 647.82
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	\$ 14.69	\$ 0.74	\$ 13.95
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		\$ 66.92	\$ 3.35	\$ 63.57
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		\$ 3.53	\$ 0.18	\$ 3.35
\$5 Constable Training Fund	ZCECF	0915-2061		\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF	888-2061	T888-2061	\$ 1,893.68	\$ -	\$ 1,893.68
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	\$ 8,483.64	\$ 424.19	\$ 8,059.45
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 1,500.00	\$ 75.00	\$ 1,425.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	\$ 428.26	\$ 21.42	\$ 406.84
DUI Abatement	ZDUJA	889-2061	T889-2061	\$ 249.50	\$ 12.48	\$ 237.02
Elected Officials Retirement Fund 14.09%	ZEORF	801-2061	T801-2061	\$ 109.51	\$ 5.48	\$ 104.03
Elected Officials Retirement Plan 6.00%	ZEORP	0874-2061	0874-2061	\$ 46.60	\$ 2.33	\$ 44.27
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 69.42	\$ 3.48	\$ 65.94
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 431.31	\$ 21.57	\$ 409.74
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 16,843.61	\$ 832.19	\$ 15,811.42
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 1,316.92	\$ 65.85	\$ 1,251.07
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 1,898.21	\$ 94.92	\$ 1,803.29
HURF - to Sheriff's Office 28-5533G	ZHRFS	1005.300-3400.15	X1050234-4615	\$ -	\$ -	\$ -
Judicial Collection Enhancement \$7	ZJCL	4740.311-3400.15	X357-4615	\$ 799.25	\$ -	\$ 799.25
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 48.79	\$ -	\$ 48.79
Judicial Collection Enhancement \$13	ZJCS	840-2061	T840-2061	\$ 1,484.34	\$ -	\$ 1,484.34
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	\$ 126.10	\$ 6.31	\$ 119.79
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 1,168.53	\$ -	\$ 1,168.53
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 111.73	\$ 5.59	\$ 106.14
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 877.19	\$ -	\$ 877.19
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 584.79	\$ -	\$ 584.79
County Attorney Bad Check Program	ZLCL7	3545.301-3400.11	X183-4620	\$ 283.52	\$ 14.18	\$ 269.34
Law Enforcement Boating Safety Fund	ZLEAB	958-2061		\$ -	\$ -	\$ -
Miscellaneous Fees - Local	ZMISC	1005.311-3400.15	X105-4615	\$ -	\$ -	\$ -
Medical Services Enhancement 13%	ZMSEF	813-2061	T813-2061	\$ 2,477.40	\$ 123.87	\$ 2,353.53
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	\$ 1,313.13	\$ 65.66	\$ 1,247.47
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	\$ 164.10	\$ 8.21	\$ 155.89
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	\$ 56.72	\$ 2.84	\$ 53.88
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	\$ 100.64	\$ 5.04	\$ 95.60
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	\$ 455.96	\$ 22.80	\$ 433.16
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	\$ -	\$ -	\$ -
Officer Safety - Registrar of Contractors (ROFC)	ZOS8	937-2061	T937-2061	\$ -	\$ -	\$ -
Officer Safety Equipment-Animal Control	ZOS10		T942-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Globe Fire (FD)	ZOS13	938-2061	T938-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - County Attorney	ZOS14	953-2061	0953-2061	\$ 9.32	\$ 0.47	\$ 8.85
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	\$ 28.28	\$ 1.42	\$ 26.86
Health and Human Services (HHS)	ZOS17	941-2061	T941-2061	\$ -	\$ -	\$ -
Gila County Animal Control (R)	ZOS18	942-2061	T942-2061	\$ -	\$ -	\$ -
Officer Safety - San Carlos Tribal Police (SCPD)	ZOS19	943-2061	T943-2061	\$ 3.37	\$ 0.17	\$ 3.20
TriCity Fire Department (TRIFI)	ZOS20	944-2061	T944-2061	\$ -	\$ -	\$ -
San Carlos Game and Fish (SCGF)	ZOS23	945-2061	T945-2061	\$ -	\$ -	\$ -
Officer Safety Equip. - Hayden Police Dept. (HPD)	ZOS24	946-2061	T946-2061	\$ 0.41	\$ 0.03	\$ 0.38
Arizona Department of Liquor (ADL)	ZOS25	947-2061	T947-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Attorney General Office	ZOS26	959-2061		\$ -	\$ -	\$ -
Overpayment Forfeited	ZOVF	1005.311.3510.10	X105-4831	\$ 55.59	\$ 2.78	\$ 52.81
Over Payment Refund	ZOVR			\$ -	\$ -	\$ -
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 401.11	\$ 20.06	\$ 381.05
Prison Construction Fund	ZPCOF	908-2061	T908-2061	\$ 4,828.48	\$ 241.43	\$ 4,587.05
Peace Officer Train. Equip. Fund \$4	ZPOTE	0963-2061		\$ 468.11	\$ 23.41	\$ 444.70
Probation Surcharge 2006 (\$10.00)	ZPRS6	871-2061	T871-2061	\$ -	\$ -	\$ -
Probation Surcharge 2009 (\$20.00)	ZPRS9	871-2061	T871-2061	\$ -	\$ -	\$ -

Probation Surcharge \$5.00	ZPRSU	871-2061	T871-2061	\$ 3,721.92	\$ 186.10	\$ 3,535.82
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 1,699.68	\$ -	\$ 1,699.68
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ -	\$ -	\$ -
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ -	\$ -	\$ -
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 338.63	\$ 16.94	\$ 321.69
Technical Registration Fund (\$15 Drug offenses)	ZTECH	0833-2061		\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF	814-2061	T814-2061	\$ -	\$ -	\$ -
Victims Compensation Assist. Fund \$9	ZVCAF	0954-2061		\$ 422.96	\$ 21.15	\$ 401.81
Victim Rights Enforcement Fund	ZVREA	0957-2061	T957-2061	\$ 305.13	\$ 15.26	\$ 289.87
Victim Rights Essessment Fund \$9	ZVRF	0847-2061		\$ 702.68	\$ 35.14	\$ 667.54
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 16.92	\$ 0.85	\$ 16.07
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (Miami Police Dept.)	ZSLMP		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (Globe City Police)	ZSLPC		CITY POLICE	\$ 14.92	\$ 0.75	\$ 14.17
TOTALS				\$ 70,502.51	\$ 2,728.64	\$ 67,773.87
				TOTAL ADJUSTED BALANCE VERIFICATION \$ 67,773.87		
				TOTAL RESTITUTION RECEIVED \$ -		
				TOTAL RECEIPTS THIS MONTH \$ 70,502.51		

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
05/14/20	1014	\$ 13,284.19	ARIZONA STATE TREASURER
		\$ 57,188.08	GILA COUNTY TREASURER
05/14/20	1015	\$ 16.07	GILA COUNTY SHERIFF D.A.R.E.
		\$ 14.17	MPD SUSPENDED PLATES
		\$ -	MPD SUSPENDED PLATES
		<b>\$ 70,502.51</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

\$ - Over Payment Refunded

I, Jordan Reardon, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of APRIL 2020.

Justice of the Peace

**ARF-6078**

**Consent Agenda Item 3. G.**

**Regular BOS Meeting**

**Meeting Date:** 06/02/2020

**Reporting Period:** April 2020

**Submitted For:** Dorothy Little, Justice of the Peace-Payson Region

**Submitted By:** Dorothy Little, Justice of the Peace-Payson Region

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**Information**

**Subject**

Payson Regional Justice of Peace's Office Monthly Report for April 2020

**Suggested Motion**

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

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**Attachments**

April 2020

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PAYSON MAGISTRATE COURT

MARCH, 2020	AZTEC	TOTAL AMOUNT	
FUND NAME	CODE	ALLOCATED	
Indigent Attorney Fee Reimbursement	ZATT	\$ 1,538.43	TOWN OF PAYSON FUNDS
Confidential Address Assessment - State Treasurer	ZCAA1	\$ 84.10	
Confidential Address Assessment - Local	ZCAA2	\$ 4.41	
Defensive Driving Diversion Fee	ZDDS	\$ 2,300.00	
Base Fines (General Fund)	ZFINE	\$ 6,606.84	
HURF - to City Police	ZHRFC	\$ -	
Jail (Incarceration) Fees	ZJF	\$ 1,501.47	
Administrative Costs	ZMISC	\$ 52.93	
Overpayment Forfeited	ZOVF	\$ 2.00	
Reimbursement to City Attorney	ZREIM	\$ -	
Security Enhancement Fee (Local)	ZSECE	\$ -	
Display Suspended Plates (City Police)	ZSLPC	\$ 1,135.89	
Bonds Forfeited to Treasurer	ZFORF	\$ -	
* AZ DPS Forensics Fund	ZADPS	\$ 377.74	TOWN OF PAYSON REMITS TO ARIZONA STATE TREASURER AND AGENCIES
* Citizens Clean Elections	ZCEF	\$ 778.33	
* Criminal Justice Enhancement 67%	ZCJEF	\$ 3,348.16	
* DNA State Surcharge 3% 12-116.01C	ZDNAS	\$ 84.15	
* Fill the Gap Surcharge 7%	ZFTGS	\$ 534.68	
* Extra DUI Assessment \$500	ZGFUD	\$ 84.03	
* Judicial Collection Enhancement \$13 Time Payment	ZJCS	\$ 461.50	
* Judicial Collection Enhancement Filing Fees	ZJCSF	\$ 14.00	
* Medical Services Enhancement 13%	ZMSEF	\$ 992.96	
*Peace Officer Training Equipment Fund	ZPOTE	\$ 156.97	
* Public Safety Equipment Fund	ZPSEF	\$ 325.63	
* Technical Registration Fund (\$15 Drug Offenses)	ZTECH	\$ -	
*Victim Compensation Assistance Fund	ZVCAF	\$ 142.24	
* Victim Rights Enforcement Fund	ZVREA	\$ 107.60	
*Victim Rights Fund	ZVRF	\$ 236.18	
2011 Additional Assessment - State Treasurer	ZOS1	\$ 441.31	
2011 Additional Assessment - County Treasurer	ZOS2	\$ 55.18	
Officer Safety Equipment - City Police (CP)	ZOS3	\$ 219.65	
Officer Safety Equipment - Sheriff (SHF)	ZOS4	\$ 0.90	
Officer Safety Equipment - DPS (DPS)	ZOS5	\$ -	
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	\$ -	
Officer Safety Equipment - Game and Fish (GF)	ZOS7	\$ -	
Officer Safety - Registrar of Contractors (ROC)	ZOS8	\$ -	
Officer Safety Equipment - Animal Control (AC)	ZOS10	\$ -	
Officer Safety - Tonto Apache Police (TAR)	ZOS15	\$ -	
Officer Safety - Department of Agriculture	ZOS17	\$ -	
Child Passenger Restraint	ZCPRF	\$ -	ARIZONA STATE TREASURER
Drug and Gang Enforcement Fines	ZDECJ	\$ -	
DUI Abatement	ZDUIA	\$ -	
Domestic Violence Services Fund	ZDVSF	\$ 88.51	
FARE Special Collection Fee 19%	ZFAR1	\$ 321.80	
FARE Delinquency Fee \$35.00	ZFAR2	\$ 159.04	
FARE Enhanced Special Collection Fee	ZFAR3	\$ -	
FARE Enhanced Delinquency Fee	ZFAR4	\$ -	
HURF 1 28-5438, 2533C	ZHRF1	\$ -	
HURF 3 28-5433C, 4139	ZHRF3	\$ -	
Prison Construction Fund	ZPCOF	\$ 1,087.92	
Probation Surcharge 2006 (\$10.00)	ZPRS6	\$ -	
Probation Surcharge 2009 (\$20.00)	ZPRS9	\$ -	
Probation Surcharge \$5.00	ZPRSU	\$ 1,113.52	
Registrar of Contractors	ZRCA	\$ -	
State Highway Fund	ZSHWY	\$ -	
State Highway Work Zone Fund	ZSHWZ	\$ -	
Judicial Collection Enhancement \$7	ZJCL	\$ 248.50	TOWN OF PAYSON
Judicial Collection Enhancement Local %	ZJCLF	\$ 6.07	
Adult Probation Fee	ZPBA	\$ -	ADULT PROBATION
<b>TOTALS</b>		<b>\$ 24,612.64</b>	

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
		\$ 13,480.64	TOWN OF PAYSON FUNDS
		\$ 8,361.21	TOWN OF PAYSON REMITS TO ARIZONA STATE TREASURER AND AGENCIES
4/2/2020	4723	\$ 21,841.85	TOTAL CHECK TO TOWN OF PAYSON
	4724	\$ 2,770.79	ARIZONA STATE TREASURER
		\$ -	ADULT PROBATION
		<b>\$ 24,612.64</b>	<b>TOTAL DISTRIBUTIONS THIS MONTH</b>

I, DOROTHY A. LITTLE, Payson Town Magistrate, do hereby certify this is a true and correct copy of the funds collected by Payson Magistrate Court for MARCH, 2020.

DOROTHY A. LITTLE  
Payson Town Magistrate

**Limited Jurisdiction Courts**  
**Misdemeanor, Criminal And Civil Traffic Caseload Summary By Charge**  
 PAYSON REGIONAL JUSTICE COURT - 404

START DATE : 4/1/2020      END DATE :4/30/2020

Misdemeanor Criminal and Civil Traffic Caseload Summary by Charge		INCOMING				OUTGOING				
	Column ID	1	2	3	4	5	6	7	8	9
LIN E ID	CASE TYPE	New Filing & Transfers In	Reopened	Reactivated	Total Charges Incoming	Terminations			Placed on Inactive Status	Total Charges Outgoing
						Entry of Judgment	Default Judgment	Reopened		
	<b>Section - 1 Misdemeanor</b>									
	<b>Person</b>									
A	Person-Sex Offenses	0	0	0	0	0	0	0	0	0
B	Person-Kidnapping	0	0	0	0	0	0	0	0	0
C	Person-Aggravated Assaults	0	0	0	0	0	0	0	0	0
D	Person-Other Assaults	4	0	0	4	0	0	0	0	0
	<b>Property</b>									
E	Property-Burglary	0	0	0	0	0	0	0	0	0
F	Property-Auto Theft	0	0	0	0	0	0	0	0	0
G	Property-Other	0	0	0	0	3	0	0	0	3
	<b>Other</b>									
H	Drug Possession/Paraphernalia	7	0	0	7	8	0	0	0	8
I	Weapons	0	0	0	0	0	0	0	0	0
J	Public Order	7	0	0	7	0	0	0	0	0
K	Interfering With Judicial Proceedings	1	0	0	1	0	0	0	0	0
L	Failure to Appear/Misd&CrimTraffic	0	0	0	0	2	0	0	0	2

M	Petty Offenses	<u>0</u>	<u>0</u>	<u>0</u>	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
N	Other	<u>11</u>	<u>0</u>	<u>0</u>	11	<u>7</u>	<u>0</u>	<u>0</u>	<u>0</u>	7
	<b>Section - 2 Criminal Traffic</b>									
	<b>DUI</b>									
A	Motor Vehicle	<u>6</u>	<u>0</u>	<u>0</u>	6	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	4
B	Extreme Motor Vehicle	<u>0</u>	<u>0</u>	<u>0</u>	0	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	2
C	Boating/Flying	<u>0</u>	<u>0</u>	<u>0</u>	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
	<b>Serious Violations</b>									
D	Leaving the Scene	<u>1</u>	<u>0</u>	<u>0</u>	1	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
E	Reckless Driving	<u>0</u>	<u>0</u>	<u>0</u>	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
F	Racing on Highway	<u>0</u>	<u>0</u>	<u>0</u>	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
G	All Other	<u>0</u>	<u>0</u>	<u>0</u>	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
	<b>Other Violations</b>									
H	Criminal Speed	<u>1</u>	<u>0</u>	<u>0</u>	1	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	3
I	All Other	<u>4</u>	<u>2</u>	<u>3</u>	9	<u>8</u>	<u>0</u>	<u>2</u>	<u>0</u>	10
	<b>Section - 3 CivilTraffic</b>									
A	Driver License	<u>2</u>	<u>1</u>	<u>0</u>	3	<u>3</u>	<u>4</u>	<u>1</u>	<u>0</u>	8
B	Registration	<u>2</u>	<u>4</u>	<u>0</u>	6	<u>3</u>	<u>3</u>	<u>4</u>	<u>0</u>	10
C	Insurance	<u>7</u>	<u>3</u>	<u>0</u>	10	<u>8</u>	<u>7</u>	<u>3</u>	<u>0</u>	18
D	Speeding	<u>72</u>	<u>23</u>	<u>0</u>	95	<u>68</u>	<u>21</u>	<u>23</u>	<u>0</u>	112
E	Excessive Speeding	<u>31</u>	<u>8</u>	<u>0</u>	39	<u>62</u>	<u>28</u>	<u>8</u>	<u>0</u>	98
F	Red Light	<u>1</u>	<u>0</u>	<u>0</u>	1	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
G	Seat Belt	<u>4</u>	<u>1</u>	<u>0</u>	5	<u>9</u>	<u>11</u>	<u>1</u>	<u>0</u>	21
H	State DPS Photo Enforcement	<u>0</u>	<u>0</u>	<u>0</u>	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
I	Other Civil Traffic	<u>7</u>	<u>0</u>	<u>0</u>	7	<u>8</u>	<u>6</u>	<u>0</u>	<u>0</u>	14
	<b>Section - 4 Local - Non Criminal Ordinances</b>									

A	Parking	<u>0</u>	<u>0</u>	<u>0</u>	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
B	Non-Parking	<u>0</u>	<u>0</u>	<u>0</u>	0	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	1
	<b>Section - 5 Felony</b>									
A	Total Felony	<u>24</u>	<u>0</u>	<u>2</u>	26	<u>22</u>	<u>0</u>	<u>0</u>	<u>1</u>	23
	<b>GRAND TOTAL</b>	<b>192</b>	<b>42</b>	<b>5</b>	<b>239</b>	<b>221</b>	<b>80</b>	<b>42</b>	<b>1</b>	<b>344</b>
	<b>Section - 6 Domestic Violence</b>									
A	Felony-Domestic Violence	<u>0</u>	<u>0</u>	<u>0</u>	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
B	Misdemeanor-Domestic Violence	<u>6</u>	<u>0</u>	<u>0</u>	6	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0
	<b>Section - 7 Special Case Characteristics</b>									
A	Self Represented Litigants	<u>166</u>	<u>42</u>	<u>3</u>	211	<u>182</u>	<u>80</u>	<u>42</u>	<u>1</u>	305
B	Interpreter Services Provided	<u>0</u>	<u>0</u>	<u>0</u>	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	0



Limited Jurisdiction Courts  
Civil Caseload Summary Report  
PAYSON REGIONAL JUSTICE COURT - 404

START DATE : 4/1/2020      END DATE : 4/30/2020

Column ID		1	2	3	4	5	6	7	8	9	10
LINE ID	CASE TYPE	Begin Pending		New Filing	Transfer In	Reopened	Reactivated	Terminations		Placed on Inactive Status	Statistica
		Active	Inactive					Entry of Judgment	Reopened		Active
	Section - 1 Civil										
A	Small Claims	<u>18</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
B	Forcible Detainer / Eviction Action	<u>2</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	
C	Tort	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
D	Contract	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
E	Debt-Seller Plaintiff	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
F	Other Civil	<u>104</u>	<u>1</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10</u>	<u>0</u>	<u>0</u>	
G	Total Civil Complaints	126	1	9	0	0	0	13	0	0	
	Section - 2 Domestic Violence & Harassment Petitions										
A	Civil Emergency Order of Protection	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
B	Civil Order of Protection	<u>17</u>	<u>0</u>	<u>9</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>9</u>	<u>0</u>	<u>0</u>	
C	Injunction Against Harassment	<u>29</u>	<u>0</u>	<u>9</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>9</u>	<u>0</u>	<u>0</u>	
D	Injunction Against Workplace Harassment	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	
	Section - 3 Special Case Characteristics										
A	Self Represented Litigants	<u>173</u>	<u>1</u>	<u>27</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>31</u>	<u>0</u>	<u>0</u>	
B	Interpreter Provided	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	

11	12	13
Correction	End Pending	
Inactive	Active	Inactive
	20	0
	2	0
	0	0
	2	0
	0	0
	98	1
	<b>122</b>	<b>1</b>
	0	0
	18	0
	31	0
	1	0
	172	1
	0	0





**ARF-6080**

**Consent Agenda Item     3. H.**

**Regular BOS Meeting**

**Meeting Date:** 06/02/2020

**Reporting Period:** Recorder's Office Monthly Report for April 2020

**Submitted For:** Sadie Bingham, Recorder

**Submitted By:** Charlotte Williams, Chief Deputy Recorder

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**Information**

**Subject**

Recorder's Office Monthly Report for April 2020

**Suggested Motion**

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

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**Attachments**

Recorder's April 2020 Monthly Report

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## Gila County Recorder

REPORT FOR THE MONTH OF APRIL 2020

I, SADIE JO BINGHAM, Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Jo Bingham, Gila County Recorder

# Bank Deposit

From 04/01/2020 To 04/30/2020

## Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,141.00	
Check	\$12,768.00	
Credit Card OTC	\$320.00	
Electronic Transfer	\$22,620.00	
Total Deposit	\$36,849.00	

## Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
6824	Apr 1, 2020	3_ReceiptStation1_Wed / 6610	\$271.00	\$271.00		Bank Account
6825	Apr 1, 2020	13_Payson_Wed / 6612	\$750.00	\$750.00		Bank Account
6826	Apr 2, 2020	14_Payson_Thu / 6614	\$810.00	\$810.00		Bank Account
6827	Apr 2, 2020	4_ReceiptStation1_Thu / 6613	\$7,929.00	\$7,929.00		Bank Account
6828	Apr 3, 2020	15_Payson_Fri / 6617	\$1,592.00	\$1,592.00		Bank Account
6829	Apr 3, 2020	5_ReceiptStation1_Fri / 6616	\$963.00	\$963.00		Bank Account
6830	Apr 6, 2020	11_Payson_Mon / 6618	\$980.00	\$980.00		Bank Account
6831	Apr 6, 2020	1_ReceiptStation1_Mon / 6619	\$2,060.00	\$2,060.00		Bank Account
6832	Apr 7, 2020	2_ReceiptStation1_Tue / 6620	\$1,143.00	\$1,143.00		Bank Account
6833	Apr 7, 2020	12_Payson_Tue / 6621	\$1,080.00	\$1,080.00		Bank Account
6840	Apr 8, 2020	13_Payson_Wed / 6624	\$973.00	\$973.00		Bank Account
6841	Apr 8, 2020	3_ReceiptStation1_Wed / 6622	\$1,311.00	\$1,311.00		Bank Account
6842	Apr 9, 2020	14_Payson_Thu / 6626	\$960.00	\$960.00		Bank Account
6843	Apr 9, 2020	4_ReceiptStation1_Thu / 6625	\$1,070.00	\$1,070.00		Bank Account
6844	Apr 10, 2020	5_ReceiptStation1_Fri / 6627	\$1,112.00	\$1,112.00		Bank Account
6845	Apr 10, 2020	15_Payson_Fri / 6628	\$1,095.00	\$1,095.00		Bank Account
6846	Apr 13, 2020	1_ReceiptStation1_Mon / 6629	\$2,096.00	\$2,096.00		Bank Account
6847	Apr 13, 2020	11_Payson_Mon / 6630	\$1,152.00	\$1,152.00		Bank Account
6848	Apr 14, 2020	12_Payson_Tue / 6632	\$871.00	\$871.00		Bank Account
6849	Apr 14, 2020	2_ReceiptStation1_Tue / 6631	\$1,230.00	\$1,230.00		Bank Account
6850	Apr 15, 2020	3_ReceiptStation1_Wed / 6633	\$875.00	\$875.00		Bank Account
6851	Apr 15, 2020	13_Payson_Wed / 6634	\$1,260.00	\$1,260.00		Bank Account
6852	Apr 16, 2020	14_Payson_Thu / 6636	\$630.00	\$630.00		Bank Account
6853	Apr 16, 2020	4_ReceiptStation1_Thu / 6635	\$1,437.00	\$1,437.00		Bank Account
6854	Apr 17, 2020	15_Payson_Fri / 6638	\$966.00	\$966.00		Bank Account
6855	Apr 17, 2020	5_ReceiptStation1_Fri / 6637	\$810.00	\$810.00		Bank Account
6857	Apr 20, 2020	11_Payson_Mon / 6639	\$1,380.00	\$1,380.00		Bank Account
6858	Apr 21, 2020	2_ReceiptStation1_Tue / 6641	\$1,980.00	\$1,980.00		Bank Account
6859	Apr 21, 2020	12_Payson_Tue / 6642	\$1,080.00	\$1,080.00		Bank Account
6860	Apr 22, 2020	3_ReceiptStation1_Wed / 6643	\$1,115.00	\$1,115.00		Bank Account
6861	Apr 22, 2020	13_Payson_Wed / 6644	\$1,085.00	\$1,085.00		Bank Account
6862	Apr 23, 2020	4_ReceiptStation1_Thu / 6645	\$1,266.00	\$1,266.00		Bank Account
6863	Apr 23, 2020	14_Payson_Thu / 6646	\$1,205.00	\$1,205.00		Bank Account
6864	Apr 24, 2020	15_Payson_Fri / 6648	\$1,125.00	\$1,125.00		Bank Account
6865	Apr 24, 2020	5_ReceiptStation1_Fri / 6647	\$1,508.00	\$1,508.00		Bank Account
6866	Apr 27, 2020	1_ReceiptStation1_Mon / 6649	\$1,429.00	\$1,429.00		Bank Account
6868	Apr 28, 2020	1_ReceiptStation1_Mon / 6640	\$730.00	\$730.00		Bank Account
6869	Apr 28, 2020	2_ReceiptStation1_Tue / 6651	\$1,566.00	\$1,566.00		Bank Account
6870	Apr 28, 2020	12_Payson_Tue / 6652	\$1,237.00	\$1,237.00		Bank Account
6871	Apr 29, 2020	3_ReceiptStation1_Wed / 6654	\$1,278.00	\$1,278.00		Bank Account
6872	Apr 29, 2020	13_Payson_Wed / 6653	\$1,230.00	\$1,230.00		Bank Account
6873	Apr 30, 2020	4_ReceiptStation1_Thu / 6655	\$1,461.00	\$1,461.00		Bank Account



# Bank Deposit

From 04/01/2020 To 04/30/2020

6874	Apr 30, 2020 14_Payson_Thu / 6656	\$1,411.00	\$1,411.00	Bank Account
6887	Apr 27, 2020 11_Payson_Mon / 6650	\$1,410.00	\$1,410.00	Bank Account
6888	Apr 17, 2020 Web / 6670	\$8.00	\$8.00	Bank Account
6889	Apr 28, 2020 Web / 6615	\$15.00	\$15.00	Bank Account
6892	Apr 30, 2020 previousday / 6657	\$1,425.00	\$1,425.00	Bank Account

Total	\$60,370.00	\$60,370.00
Non-Deposit Total	(\$23,521.00)	(\$23,521.00)
<b>Deposit Total</b>	<b>\$36,849.00</b>	<b>\$36,849.00</b>
Total Till Over/Short		\$0.00

## Journal Activity

Account		Debits	Credits	Net
<b>Asset</b>				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$878.00	(\$7,500.00)	(\$6,622.00)
Cash	Cash/Check	\$13,909.00	\$0.00	\$13,909.00
creditcard	credit card	\$320.00	\$0.00	\$320.00
creditcardweb	Credit Card Web	\$23.00	\$0.00	\$23.00
D-1005-120-01-4612-023	Recording Fee (deferred)	\$11.00	(\$11.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$4.00	(\$4.00)	\$0.00
ETransfer	Electronic Transfers	\$22,620.00	\$0.00	\$22,620.00
	<b>Total</b>	<b>\$37,765.00</b>	<b>(\$7,515.00)</b>	<b>\$30,250.00</b>
<b>Liability</b>				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$15.00	(\$15.00)	\$0.00
	<b>Total</b>	<b>\$15.00</b>	<b>(\$15.00)</b>	<b>\$0.00</b>
<b>Expense</b>				
	<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Revenue</b>				
1005-120-01-4612-001	Copies	\$0.00	(\$231.00)	(\$231.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$27.00)	(\$27.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$12.00)	(\$12.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$25,265.00)	(\$25,265.00)
1005-120-01-4612-026	Refunds	\$0.00	(\$50.00)	(\$50.00)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$3,920.00)	(\$3,920.00)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$745.00)	(\$745.00)
eRecording	eRecording	\$22,605.00	(\$22,605.00)	\$0.00
	<b>Total</b>	<b>\$22,605.00</b>	<b>(\$52,855.00)</b>	<b>(\$30,250.00)</b>
	<b>Total</b>	<b>\$60,385.00</b>	<b>(\$60,385.00)</b>	<b>\$0.00</b>

## Range Summary

Range	Account	Debits	Credits	Net
Cash/Check				
	Cash Cash/Check	\$13,909.00	\$0.00	\$13,909.00
	<b>Range Total</b>	<b>\$13,909.00</b>	<b>\$0.00</b>	<b>\$13,909.00</b>

# House Account Summary

Gila County AZ Recorder

For the Period of 04/01/2020 - 04/30/2020

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(137.00)	0.00	0.00	(137.00)
ADOT	AZ DEPT OF TRANS	(229.50)	5.00	0.00	(224.50)
APS	APS/COPIES	(83.00)	1.00	0.00	(82.00)
APSR	APS/RECORDINGS	(289.00)	0.00	0.00	(289.00)
ARARS	AZ RESEARCH &AMP RETRIEVAL SVCS	(5.00)	13.00	(300.00)	(292.00)
AWC	ARIZONA WATER COMPANY	(32.00)	0.00	0.00	(32.00)
AZDORI	ADOR ACCOUNTS PAYABLE	(1,050.80)	0.00	0.00	(1,050.80)
AZDWR	ARIZONA DEPARTMENT OF WATER RESOURCES	(100.00)	0.00	0.00	(100.00)
AZRE/RECORDING	ARIZONA DEPT OF REALESTATE	(2,042.00)	0.00	0.00	(2,042.00)
BK	BILL KING	(881.00)	0.00	0.00	(881.00)
CRSI	Colorado Records Sooner Inc	(30.00)	0.00	0.00	(30.00)
CTS	COMPLETE TITLE SOLUTIONS	(47.00)	0.00	0.00	(47.00)
D2	D2 SURVEYING LLC	(95.00)	50.00	0.00	(45.00)
D3	D3 Title Agency	(100.00)	0.00	0.00	(100.00)
DS	DATA SERVICES	(1,000.00)	9,840.00	(9,840.00)	(1,000.00)
EMP	EMPIRE WEST TITLE AGENCY LLC	(98.00)	0.00	0.00	(98.00)
EPN	eRecording Partners Network	(1,000.00)	1,395.00	(1,395.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(50.00)	0.00	0.00	(50.00)
FARES	CORELOGIC	(1,181.40)	190.00	0.00	(991.40)
FATM	FIRST AMERICAN MICROFICHE	(37.20)	0.00	0.00	(37.20)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(708.20)	190.00	0.00	(518.20)
GCCD	GILA COUNTY COMMUNITY	164.50	0.00	0.00	164.50

# House Account Summary

Gila County AZ Recorder

For the Period of 04/01/2020 - 04/30/2020

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
DEVELOPMENT					
HANSEN-ENGINEERING	HANSEN ENGINEERING & SURVEYING	(56.00)	0.00	0.00	(56.00)
IMAPP	IMAPP , INC	(53.40)	0.00	0.00	(53.40)
INDECOMM	INDECOMM	(1,000.00)	60.00	(60.00)	(1,000.00)
Ingeo	Ingeo - eRecording	(1,127.00)	2,400.00	(2,400.00)	(1,127.00)
IRS	INTERNAL REVENUE SERVICE	(82.00)	15.00	(15.00)	(82.00)
LA001	First American Title Lenders Advantage	(428.50)	0.00	0.00	(428.50)
L TIC	Lawyers Title of Arizona inc	(156.00)	0.00	0.00	(156.00)
MHK	MORRIS HALL KINGHORN	(266.00)	0.00	0.00	(266.00)
NDTS-TSG	FIRST AMERICAN TITLE INSURANCE COMPANY	(855.00)	0.00	0.00	(855.00)
NewAcct1	Applied Technology Resources Inc	(190.00)	0.00	0.00	(190.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	0.00	0.00	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(1,171.00)	175.00	0.00	(996.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(119.00)	49.00	(7,000.00)	(7,070.00)
Public Works Floodplain					
RSSI	Gila County	(81.00)	0.00	0.00	(81.00)
RUI	RECORD SEARCHING SERVICES INC	(54.00)	13.00	(200.00)	(241.00)
simplifile	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
SOUTHWES DIV	Simplifile - eRecording	(2,285.00)	8,910.00	(8,910.00)	(2,285.00)
TD	FIRST AMERICAN TITLE	(979.20)	0.00	0.00	(979.20)
ZILL	Timely Documents	(98.00)	0.00	0.00	(98.00)
	ZILLOW	(1,010.00)	190.00	0.00	(820.00)

## House Account Summary

Gila County AZ Recorder

For the Period of 04/01/2020 - 04/30/2020

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
Totals		(20,107.70)	23,496.00	(30,120.00)	(26,731.70)

Account	DS	EPN	Indecomm	Ingeo	IRS	Simplifile
Amount applied	\$ 8,820.00	\$ 1,260.00	\$ 60.00	\$ 2,310.00	\$ 15.00	\$ 8,220.00
To come in May	\$ 510.00	\$ 90.00		\$ 90.00		\$ 690.00
	\$510.00	\$ 45.00				
Total	\$ 9,840.00	\$ 1,395.00	\$ 120.00	\$ 2,400.00	\$ 15.00	\$ 8,910.00





DATE \_\_\_\_\_

GRANT # \_\_\_\_\_

**DEPOSIT TO FUND**

REMITTING AGENCY

**BILLING PERIOD**

**Preparer Signature:** \_\_\_\_\_

SUMMARY OF DEPOSIT

TREASURER By lce

TREASURER By lao

145211