

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 TELEVIEWED 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 regarding COVID-19 and to protect citizens, 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. The only exception to this statement is for public hearings. Citizens may attend the public hearing in person, one at a time, in Globe or in Payson to provide comments. A face mask must be worn while in the building; however, it may be removed while addressing the Board of Supervisors.

Citizens may watch the Board meeting live-streamed at:

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

Citizens may submit written comments related to the November 3rd Regular Meeting agenda by no later than 5 p.m. on Monday, November 2nd, by emailing to the Clerk of the Board at msheppard@gilacountyaz.gov or calling 928-402-8757. Citizens may also submit written comments during the meeting through YouTube. Please include the meeting date, agenda item number, your name and residence address in the email.

REGULAR MEETING - TUESDAY, NOVEMBER 3, 2020 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
 - A. Presentation of information on the University of Arizona's Cooperative Extension forest health and horticulture programs. **(Chris Jones)**
 - B. Presentation regarding Gila County financial data as of September 30, 2020, as it compares to the fiscal year 2021 Gila County Budget and fiscal year 2020 year-to-date performance. **(Maryn Belling)**
3. **REGULAR AGENDA ITEMS:**

- A. Information/Discussion/Action to approve an Agreement between San Carlos Apache Tribe and Gila County for Sheriff's Office Employee Services at various roadblocks along Highway 70 within the exterior boundaries of the San Carlos Apache Reservation for the purpose of providing police-related services including security beginning May 19, 2020, through June 22, 2020, unless extended by the parties. **(Sarah White)**
- B. Information/Discussion/Action to approve the use of a Cooperative Purchasing Agreement between the Mohave Educational Services Cooperative and Kimley-Horn and Associates, Inc. (Contract No. 17T-Kimley-0510) in an amount not to exceed \$124,049; and authorize the Chairman's signature on the Contract Agreement for Kimley-Horn and Associates, Inc. to provide design services and plans, specifications, and an estimate for construction regarding the Payson Regional Drainage Project. **(Daren Frank)**
- C. Information/Discussion/Action to approve a request submitted by the Gila County Public Health Department that the annual fees for the calendar year 2021 Environmental Health permits for businesses directly affected by the Governor's COVID-19 benchmark operational restrictions be reduced by 25%. **(Michael O'Driscoll)**
- D. Information/Discussion/Action to approve Amendment No. 1 to Contract No. 07012020-21 between the Arizona Community Action Association d/b/a Wildfire and the Gila County Community Services Department, whereby Utility Repair Replacement Deposit (URRD) funds will increase by \$75,000 for a total allocation of \$86,410; and Amendment No. 2, whereby APS Crisis Bill Assistance funds will increase by \$6,110 for a total allocation of \$30,050 and URRD funds will increase by \$25,000 for a total allocation of \$111,410, which will be used to provide weatherization services, utility repair and replacement, utility deposits, and

bill assistance to eligible citizens residing in Gila County for the period of July 1, 2020, through June 30, 2021.

(Malissa Buzan)

- E. Information/Discussion/Action to approve Amendment No. 1 to Funding Agreement No. 214-20 between the Arizona Department of Housing and the Gila County Community Services Department, Housing Services to provide an increase of \$6,344 in Administrative Funds and \$72,850 in Project Funds for a total of \$79,194 in Low-Income Home Energy Assistance Program (LIHEAP) CARES Act funding to be used to provide weatherization services to eligible citizens residing in Gila County for the period of July 1, 2020 through June 30, 2021. **(Malissa Buzan)**
- F. Information/Discussion/Action to approve an Intergovernmental Agreement with Pinal County Youth Justice Center to house and treat Gila County detained juveniles for the period January 1, 2021 through December 31, 2021, with automatic one-year renewals up to nine years per Arizona Revised Statute § 11-952 (J). **(Mary Springer/Steve Lessard)**
- G. Information/Discussion/Action to approve the budgeted and unbudgeted inter-fund transfers for FY 2020. **(Maryn Belling)**
- H. Information/Discussion/Action to approve the Chairman's signature on the letter dated November 3, 2020 to the Chairman of the Yavapai-Apache Nation Tribal Council requesting assistance with improvements to the Bob Bear Trail at Fossil Creek. **(Woody Cline)**
- I. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-07-185A and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Marian Sheppard)**

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

- A. Approval of Amendment No. 3 to Contract No. 072117 with Jani-Serv, Inc. to extend the contract term to provide janitorial services for various County facilities in southern Gila County for the period of November 7, 2020, through November 6, 2021, at an annual cost not to exceed \$112,179.08.
- B. Approval of the Board of Supervisors' October 20, 2020 meeting minutes.
- C. Acknowledgment of the September 2020 monthly activity report submitted by the Clerk of the Superior Court's Office.
- D. Acknowledgment of the September 2020 monthly activity report submitted by the Globe Regional Constable's Office
- E. Acknowledgment of the September 2020 monthly activity report submitted by the Payson Regional Constable's Office
- F. Acknowledgment of the September 2020 monthly activity report submitted by the Recorder's Office.
- G. Acknowledgment of the September 2020 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
- H. Acknowledgment of the September 2020 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

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

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-6247

Presentation 2. A.

Regular BOS Meeting

Meeting Date: 11/03/2020

Submitted By: Marian Sheppard, Clerk of the
Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

University of Arizona Cooperative Extension Programs

Background Information

The University of Arizona offers many services through its Cooperative Extension offices. The Cooperative Extension Service is in more than 100 colleges and universities that comprise the nation's Land-Grant University System; it is in all 50 states and U.S. Trust Territories; Cooperative Extension has an office in or near most of the nation's approximately 3,000 counties; and it has support from more than 600,000 volunteers nationwide, impacting 6.5 million young people in 4-H. In Gila County, there is a Cooperative Extension office in Globe, Payson, and San Carlos. Cooperative Extension program areas include agriculture and range management, animal science, natural resources, 4-H youth development, family consumer health science, horticulture, and forest health.

On February 18, 2020, Ashley Dixon, Family Consumer Health Science Agent, provided the Board with a presentation.

On May 5, 2020, Renee Carstens, 4-H Agent, provided the Board with a presentation.

On August 17, 2020, Ashley Hall, Range Monitoring Agent, provided the Board with a presentation.

Evaluation

For many years, the Gila County Board of Supervisors has budgeted funds to assist the Gila County Cooperative Extension programs. Cooperative Extension faculty recently met with the County Manager and Deputy County Manager and it was decided that the Board of Supervisors and the public would benefit from a more in-depth presentation of the Cooperative Extension program areas and needs on a quarterly basis.

Conclusion

This will be the fourth quarterly presentation of Gila County Cooperative Extension programs. Chris Jones, Forest Health/Horticulture Agent, will provide information on the Forest Health Program and Horticulture Program.

Recommendation

N/A

Suggested Motion

Presentation of information on the University of Arizona's Cooperative Extension forest health and horticulture programs. **(Chris Jones)**

Attachments

Slide Presentation



Chris Jones,

Gila County Extension Agent

University of Arizona Cooperative Extension

2020 Program Update



COLLEGE OF AGRICULTURE & LIFE SCIENCES
**Cooperative
Extension**
Gila County

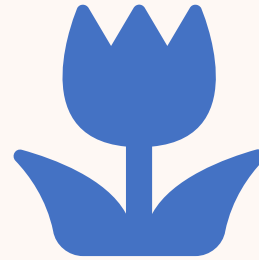
Extension Program Areas



Forest Health

Watershed Partnership

Wildland Urban Interface



Horticulture

Master Gardener Classes and
Volunteers

Clientele Support

Pandemic Adaptation: Weekly Webinars

Garden and Country Extension Webinar Series





Garden and Country Extension Webinars: Thursdays at 11am



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Woodbury Fire Ecology Report Webinar

Overview and Management Implications



University of Arizona Cooperative Extension Gila County presents: Garden and Country Extension Webinar Series. A Zoom webinar (60-minutes or less) featuring a variety of horticultural and natural resource topics relevant to the environmental conditions and residential concerns of Gila County, Arizona.

Featured Topic: Woodbury Fire Ecology Report: Overview and Management Implications Webinar

Featured Speaker: Dr. Mary Lata, Fire Ecologist, USDA Forest Service, Tonto National Forest. A native Iowan, Mary Lata's fire career started in 1993 with three seasons of mostly tallgrass prairie restoration on an internship with The Nature

Event Date
November 05, 2020
11:00am to 12:00pm

Location
University of Arizona
Cooperative Extension: Gila County

Online event link
<https://arizona.zoom.us/j/93104235168>

Contacts
Christopher Jones
(928) 402-8586
ckjones@arizona.edu



Garden and Country Extension Webinar

Arizona Gila County Cooperative Extension

families, communities, the environment and economies through applied research and education in

Arizona Cooperative Extension Gila County presents: Garden and Country Extension Webinar Series (30-minutes or less) featuring a variety of horticultural and natural resource topics relevant to the environmental and residential concerns of Gila County, Arizona.

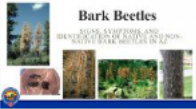
Extension Agent Agriculture and Natural Resources

Webinars

- 020 - How to Plant a Tree Webinar
- 020 - Cobre Valley Watershed Partnership and Watershed Action Plan Webinar
- 020 - Innovation at the Gila County Landfill Webinar
- 020 - Wildfire Mitigation, Preparedness, Response, and Recovery. An Emergency Management Webinar
- 2020 - Woodbury Fire Ecology Report: Overview and Management Implications Webinar
- 11-13, 2020 - 3rd Annual Cobre Valley Watershed Partnership Water Forum: Healthy Forest, Healthy

- Yellow Bluestem Grass: Nonnative Invasive Plant Webinar
- Thanksgiving Day Holiday: No Webinar

also posted at the [UA Cooperative Extension YouTube Channel](#)



October 1, 2020

Webinar Overview: Arizona's Forest Health Specialist Aly McAlexander presents a general overview of the bark beetles found in Arizona. We discuss both native and nonnative bark beetles found in Arizona; as well as go over the signs and symptoms associated with the beetles. By the end of the presentation, attendees will be able to more accurately identify bark beetle infestations and determine which beetle is the culprit. We will also review management options and discuss the new Healthy Forests Cost Share Program the Department of Forestry and Fire Management is offering to private landowners.

[Watch Recording](#)

[Field Guide to Insects and Diseases of Arizona and New Mexico Forests](#)

Payson's New Fire Adapted Community Town Code



September 17, 2020

Webinar Overview: The newly adopted Fire Adapted Community Town Code addresses vegetation on all properties within town limits, including land owned by the town. The adoption of the town code shows how serious Payson takes the dangers of wildfire and how the Town Council and Mayor are committed to address this threat to the Town's safety. Payson's Fuel Manager Kevin McCully discusses what the code entails and how residents can participate.

[Watch Recording](#)

[Wildland Fire Hazard Check List for Payson, AZ](#)

How to Grow a Winter Vegetable Garden



September 10, 2020

Webinar Overview: Horticulturist and avid organic gardener Kim Stone will explain and demonstrate his techniques for small scale vegetable gardening during the cooler months of the year at 3500' elevation. A cool season garden is more productive, easier to grow, requires far less water than a summer garden. He will discuss soil mixes, raised beds, plant and seed selection, fertilization, irrigation, and protecting plants from cold and varmints.

[Watch Recording](#)

Septic Tank Health: Take care of your septic tank!



September 3, 2020

Webinar Overview: Many homes in Gila County and rural areas use a septic tank. In the first part of the webinar Jake Garrett, PE, provides a brief history of use of septic tanks in Gila County and Arizona, and the environmental importance of septic tanks. Starting at 23:24 minutes, the discussion shifts to practical use and care of a septic tank followed by a useful question and answer session with the audience. You will learn how to care for your septic tank: if you keep your tank happy, you will be happy too!

[Watch Recording](#)

[Homeowner's Manual: Septic Systems 101](#)

Cobre Valley Watershed Forum



COLLEGE OF AGRICULTURE & LIFE SCIENCES
COOPERATIVE EXTENSION

**WATER RESOURCES
RESEARCH CENTER**



THE UNIVERSITY OF ARIZONA
COLLEGE OF AGRICULTURE & LIFE SCIENCES
Cooperative Extension
Gila County



Third Annual Cobre Valley Water Forum: Agenda Overview

Day 1: November 12

| | |
|-------|--|
| 9:00 | Welcome |
| 9:30 | Keynote: Role of wildland fire and changing fire regimes around communities |
| 10:00 | Forest to Faucet: How forests impact the watershed What's going on with our local forests and how might future changes impact watershed health and water resources |
| 10:45 | Breakout Rooms: What we heard |
| 11:00 | Forest to Vibrant Community: How forests impact human health Examples of local work in the Cobre Valley to improve the health of our urban forest and uplands |
| 12:00 | See you tomorrow |

Day 2: November 13

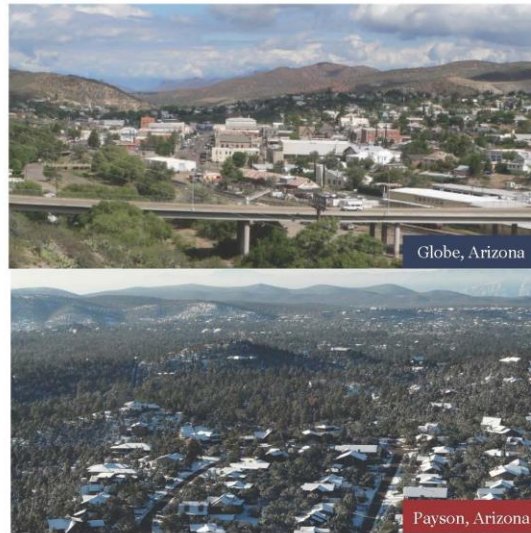
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|-------|--|
| 9:00 | Welcome and Recap |
| 9:15 | Keynote: This is what it means to be a fire-adapted community |
| 9:35 | Panel Discussion: Comparing lessons of mitigating and responding to wildfires Shed light on risks associated with the Wildland Urban Interface (WUI), impacts of wildfires to our communities and economic activities, and steps to become fire adapted for long-term watershed health |
| 10:45 | Getting behind a project: What will it take and how do I fit in? In breakout rooms, experts and citizens will formulate how we can put these lessons into action locally, focusing on specific projects, available resources, and innovations |
| 11:30 | Closing Remarks: How do we move forward |
| 12:00 | Adjourn |



Climate Master Extension Outreach Research Project

- USDA NIFA Grant with NMSU awarded in 2017: \$113,998
- AGR298 Climate Science Classes in Payson and Globe: 2018
- Focus Groups held in Payson and Globe: 2019
- Final Report: 2020

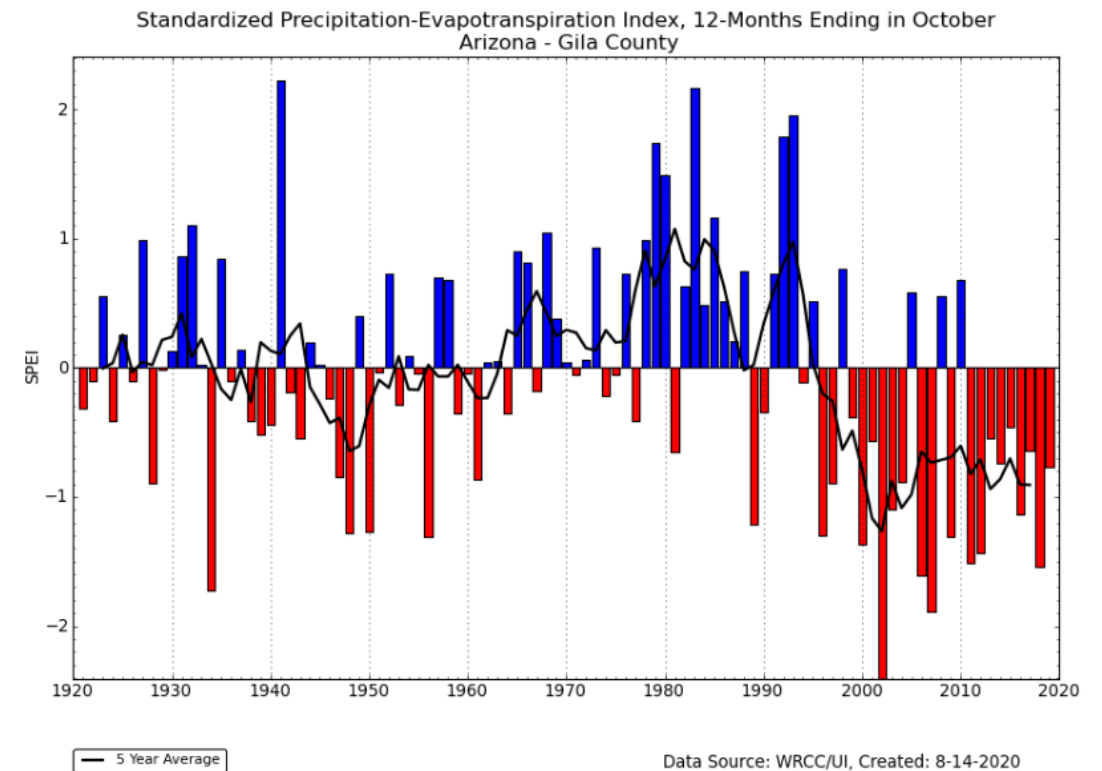
Managing for Climate Change: Climate Master Outreach and Extension



August 1, 2020

Focus Group Study Report

Anne Mottek Lucas, Mottek Consulting
Christopher Jones, University of Arizona Cooperative Extension



Master Gardening Classes at Gila Community College





Projects & Clientele Support

ARF-6304

Presentation 2. B.

Regular BOS Meeting

Meeting Date: 11/03/2020

Submitted For: Maryn Belling, Budget Manager

Submitted By: Maryn Belling, Budget Manager

Department: Finance

Information

Request/Subject

Presentation of Gila County financial data as it compares to the fiscal year 2021 Gila County Budget and fiscal year 2020 year-to-date performance.

Background Information

At the request of Chairman Cline and the other members of the Gila County Board of Supervisors, the Finance Department has analyzed the year-to-date performance of both revenues and expenditures as compared to the 2021 Fiscal Year Budget. This report contains General Fund fiscal data as of September 30, 2020.

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

In addition, at the request of Chairman Cline and Member Supervisors Humphrey and Martin, we maintain these reports for future inclusion in the FY 2022 Budget Book.

Evaluation

Monthly Review Process- Monthly the Budget Manager reviews the Countywide Budget Performance Report for both revenues and expenses. By systematically evaluating each fund for its progress toward annual revenue and expenditure targets, Finance is able to communicate well with departmental leaders and keep notes for improving the preparation of future years' budgets. When extraordinary items arise, or department leaders have concerns about upcoming expenditures or revenues, Finance works with departments and with the County Manager as appropriate to

ameliorate concerns, advocate strategically, and provide insight on past decisions to ensure the vision for the current year's budget remains in focus.

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

Conclusion

General Fund Revenue:

At the end of September 2020, Gila County's General Fund Revenues were at 9.92% of the annual budget. If Primary Property Taxes were received at a constant rate throughout the year, we would expect revenue on September 30, 2020, to be a quarter of a year's revenue (i.e. 25%).

General Fund Expenditure:

General Fund Expenditures at 9/30/2020 are 21% of the budget and \$1,170,000 lower than First Quarter last year. YTD Data aligns with the Gila County Strategic Plan priorities including Responsible Resource Management, Robust Communication, and Safety.

Recommendation

Presentation regarding Gila County financial data as of September 30, 2020, as it compares to the fiscal year 2021 Gila County Budget and fiscal year 2020 year-to-date performance.

Suggested Motion

Presentation regarding Gila County financial data as of September 30, 2020, as it compares to the fiscal year 2021 Gila County Budget and fiscal year 2020 year-to-date performance. **(Maryn Belling)**

Attachments

3 Months YTD Narrative

3 Months YTD Bar Graph



Gila County

Finance Department

Mary Jane Springer, Finance Director

mspringer@gilacountyaz.gov

928-402-8516

First Quarter Summary

General Fund Revenue:

At the end of September 2020, Gila County's General Fund Revenues were at 9.92% of annual budget. If Primary Property Taxes were received at a constant rate throughout the year, we would expect revenue at September 30, 2020 to be a quarter of a year's revenue (i.e. 25%).

Because we expect Primary Property Tax revenues twice a year, however; we expect to receive less than 10% of our budgeted revenue in the first calendar quarter of the fiscal year. For reference: Fiscal Year 2020 had 8.16% revenue receipts at September 30.

General Fund Revenues are \$384,000 more than 9/30/2020. The top 6 contributing revenue sources to the increase are:

- 27.27% County Excise Tax
- 20% Non-Business Licenses
- 13% ADEQ Reimbursement
- 11% Presidential Preference Election Reimbursement
- 11% Annual Bank Rebate for PCard transactions
- 15.6% Interest & Late Fees on Past Year Property Taxes

Significant Revenue Categories

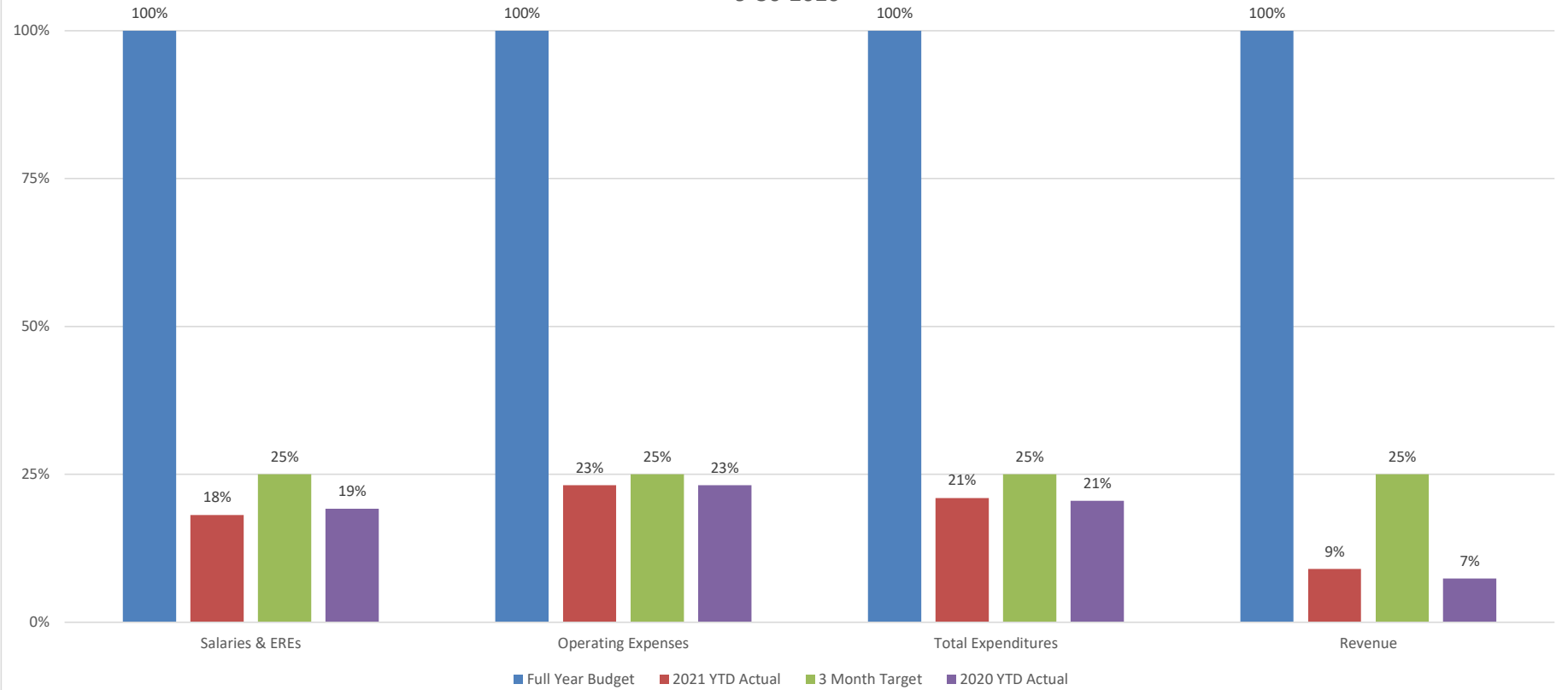
- **3040 – VLT – FY21 Collections 32% YTD** - The FY20-21 VLT collections YTD are \$454,925.19 of \$1,413,773 annual budget.
- **3050 – Excise Tax – FY21 Collections 33% YTD** - The FY20-21 General Fund portion of Excise Tax collections are \$691,568.50 of \$2,092,516 annual budget.
- **3360.10 – State Shared Sales Tax – FY21 Collections 14%** - The FY20-21 State Shared Sales Tax collections are \$791,099.36 of \$5,597,767 annual budget.

General Fund Expenditure – General Fund Expenditures at 9/30/2020 are 21% of budget and \$1,170,000 lower than First Quarter last year. YTD Data align with the Gila County Strategic Plan priorities including Responsible Resource Management, Robust Communication, and Safety.

Significant Expenditure Categories

- **Salaries, Wages, and Employee Benefits comprise 69.92% of year-to-date expenditures.** Both are below target at 18% and 19% of budget respectively.
- **AHCCCS / ALTCS comprise 11.5% of year-to-date expenditures.** There is a two-year lag between usage of indigent care services and financial impact to constituents in Arizona. This is consistent across all 15 counties.

2021 YTD Expenses & Revenues vs Budget
3 Months Ended
9-30-2020



ARF-6322

Regular Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 11/03/2020

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: FY 2021

Budgeted?: Yes

Contract Dates May 19, 2020 through

Grant?: No

Begin & End: June 22, 2020, unless
extended

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Agreement between San Carlos Apache Tribe and Gila County for Sheriff's Office Employee Services.

Background Information

The San Carlos Council has taken action to prevent and mitigate the spread of the COVID-19 virus. As a result, the Tribe, through the San Carlos Apache Police Department (SCAPD), has instituted roadblocks and checkpoints of roads along highway 70, which is maintained and controlled by the Tribe through the Bureau of Indian Affairs Road Program.

Evaluation

The San Carlos Apache Tribe through the San Carlos Apache Police Department requested the Gila County Sheriff's Office to station no more than six (6) Deputies at various roadblocks along Highway 70 within the exterior boundaries of the San Carlos Apache Reservation for the purpose of providing police-related services including security. The San Carlos Apache Tribe will reimburse the County \$60.12 per hour per Deputy for services rendered and \$12.75 per hour per vehicle for a stationary vehicle. The term of the Agreement is May 19, 2020, through June 22, 2020, unless extended by the parties.

On an as-needed basis and by mutual written agreement (through emails) by both parties, the Sheriff's Office has continued to provide Deputies on

the San Carlos Reservation to assist with roadblocks along Highway 70 as outlined in the attached written agreement.

Conclusion

he Gila County Sheriff's Office will provide no more than six (6) Deputies to the San Carlos Apache Police Department for various roadblocks along Highway 70 within the exterior boundaries of the San Carlos Apache Reservation for a rate of \$60.12 per hour per Deputy and \$12.75 per hour per vehicle for a stationary vehicle. The term of the Agreement is May 19, 2020, through June 22, 2020, unless extended by parties.

Recommendation

Sheriff J. Adam Shepherd recommends that the Gila County Board of Supervisors approve this agreement between San Carlos Apache Tribe and Gila County for Sheriff's Office Employee Services.

Suggested Motion

Information/Discussion/Action to approve an Agreement between San Carlos Apache Tribe and Gila County for Sheriff's Office Employee Services at various roadblocks along Highway 70 within the exterior boundaries of the San Carlos Apache Reservation for the purpose of providing police-related services including security beginning May 19, 2020, through June 22, 2020, unless extended by the parties. **(Sarah White)**

Attachments

Agreement

AGREEMENT BETWEEN
SAN CARLOS APACHE TRIBE
AND
GILA COUNTY
FOR SHERIFF'S OFFICE EMPLOYEE SERVICES

THIS AGREEMENT entered into this day by and between the County of Gila, hereafter referred to as "County" on behalf of the Gila County Sheriff's Office , and the San Carlos Apache Tribe, a federally recognized Indian tribe, hereinafter referred to as "Requestor" for and in consideration of the mutual covenants and agreements herein set forth,

WITNESSETH:

1. Purpose. The San Carlos Council has taken action to prevent and mitigate the spread of the novel COVID-19 virus, by Declaring a State of Emergency, which includes ordering residents of the Tribe, including non-Indian residents, to remain home, except for obtaining essential services or being an essential employee of government. As a result, the Tribe, through the San Carlos Apache Police Department ("SCAPD") has instituted road blocks and checkpoints of roads, along Highway 70, which is maintained and controlled by the Tribe through the Bureau of Indian Affairs Road Program.
2. Services. The County agrees to station no more than six (6) deputies of the Gila County Sheriff's Office, at various road blocks along Highway 70 within the exterior boundaries of the San Carlos Apache Reservation, pursuant to the agreed upon schedule, as attached and incorporated by this reference, for the purpose of providing police-related services including Security.
3. Term. This Agreement shall begin on May 19,2020 at 0700 (7:00 A.M.) and end on June 22, 2020 at 0700 (7:00 A.M.), unless extended by the Parties.
4. Payment. Requestor shall reimburse the County \$60.12 per hour per deputy for services rendered. Payment from the Requestor to the County shall be made 30 days after invoice date. Requestor shall reimburse the county an additional \$12.75 per hour per vehicle for a stationary vehicle.
5. Duties. The county's deputies shall be subject to, and shall abide by, all County and departmental rules and regulations as well as comply with all local, state and federal laws.

6. Insurance. Each agency shall be covered by its applicable insurance policy.
7. Indemnification. The Requestor shall indemnify, defend, save and hold harmless the County, its officials, agents, employees and volunteers from and against any and all claims, actions, liabilities, damages, losses, or expenses including court costs, attorney's fees, and costs of claim processing, investigation and litigation caused, or alleged to have been caused, in whole or in part, by the acts or omissions of Requestor or any of its owners, directors, employees, agents, contractors or volunteers. It is agreed that Requestor shall be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.
8. Applicable Law. This Agreement is drawn to be effective in and shall be construed in accordance with the laws of the State of Arizona. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the County and duly authorized representative of the Requestor. A waiver of any of the terms and conditions here of shall not be construed as a general waiver by the County, and the County shall be free to reinstate any such term or condition.
9. Sovereign Immunity. Nothing herein shall be interpreted as an express or implied waiver of the Tribe's immunity from suit.
10. This Agreement shall continue in full force and effect for the duration of the event.
11. This Agreement is subject to the cancellation provisions of A.R.S. §38-511 et seq. Notify the Sheriff or Designee within 48 hours to cancel the contract.

WITNESS the hands of the parties hereto this _____ day of _____, 20 ____.

GILA COUNTY BOARD OF SUPERVISORS:

Woody Cline, Chairman, Board of Supervisors

ATTEST:

Marian Sheppard, Clerk of the Board of Supervisors

SAN CARLOS APACHE TRIBE:



Chairman

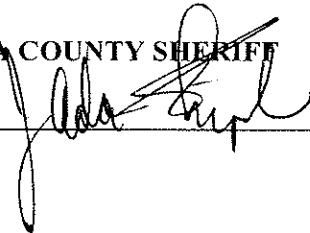
Terry Rambler

Print Name

APPROVED AS TO FORM:

The Gila County Attorney's Office

GILA COUNTY SHERIFF



10-8-20

APPROVED AS TO FORM;



Department of Justice

ARF-6302

Regular Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 11/03/2020

Submitted For: Daren Frank, Facilities Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Facilities Management

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 10-20-20 to 07-31-21

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval to use Mohave Contract No. 17T-Kimley-0510 with Kimley-Horn & Associates for the completion of design and engineering requirements for the Payson Regional Drainage Project.

Background Information

On April 9, 2020, an Intergovernmental Agreement (IGA) was approved by Gila County and the Town of Payson to provide for the design, engineering, construction, maintenance, and funding of a regional drainage project to provide the underground conveyance of surface runoff water that comes across Frontier Street, including the corner of Frontier Street and S.R. 87 to the American Gulch. The project's objective is to maximize the capacity of the new underground conveyance route constrained only by budget and the obstruction of existing large sewer lines.

Kimley-Horn and Associates, Inc., the project engineer, submitted an October 16, 2020 cost proposal for all design and construction administration in the amount of \$124,049. The associated cost is higher than the original estimated and IGA approved cost of \$75,000. In light of this, the Town of Payson Council has authorized the Town staff to proceed with the design at the higher cost of \$124,049 at its meeting held on October 22, 2020. This action was communicated to Gila County through an email from the Acting Town Manager on October 27, 2020. As part of the original scope and cost we had previously authorized Kimley Horn to provide a design a not to exceed cost of \$20,000. This work was done to

get an estimate of construction cost and to continue design in a timely manner.

Utilizing the initial design effort, a cost estimate for the project has been received and is estimated at \$1,929,715. This cost also exceeds the parameters of the IGA with the Town of Payson. The April 9, 2020 IGA will be amended to reflect the Town of Payson's responsibility for all design and construction costs exceeding \$500,000. Town of Payson staff will be presenting to their Town Council the amended IGA in November and it will be presented to the Board of Supervisors for approval in December 2020.

Kimley Horn will be required to provide a complete engineering design, plan, and construction administration for the project. The total cost is \$124,049 and includes the \$20,000 previously authorized to generate the construction cost estimate.

Evaluation

Kimley-Horn and Associates, Inc. has the expertise to coordinate the design, model the flow, and evaluate the hydraulics at the proposed outlet. The County has previously worked with Kimley-Horn on various projects including the Tonto Bridge project and the Regional Wastewater Study.

Conclusion

Kimley-Horn and Associates, Inc. has the experience, staff, and expertise to coordinate the design; the cost of engineering will be credited to the total of the proposed storm drainage system.

Recommendation

The Facilities Management Department Director recommends that the Board approve the Mohave Cooperative Contract No. 17T-Kimley-0510 with Kimley-Horn and Associates, Inc., in an amount not to exceed the total scope pricing of \$124,049 (including the \$20,000 spent for 30% design plans) based on the provisions allowed and agreed in the IGA with the Town of Payson dated April 9, 2020.

Suggested Motion

Information/Discussion/Action to approve the use of a Cooperative Purchasing Agreement between the Mohave Educational Services Cooperative and Kimley-Horn and Associates, Inc. (Contract No. 17T-Kimley-0510) in an amount not to exceed \$124,049; and authorize the Chairman's signature on the Contract Agreement for Kimley-Horn and Associates, Inc. to provide design services and plans, specifications, and

an estimate for construction regarding the Payson Regional Drainage Project. **(Daren Frank)**

Attachments

Contract Agreement 17T-KIMLEY-0510

Kimley-Horn and Associates Proposal2.pdf

Mohave Contract

TOP Design Approval Email

CONTRACT AGREEMENT

Contract Name: Design and Engineering-Payson Regional Drainage Contract No.: Mohave Contract No. 17T-KIMLEY-0510

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize Kimley-Horn to for the completion of Design and Engineering Requirements associated with the Regional Drainage Project in Payson. All documents executed by the Mohave. Contract No. **17T-KIMLEY-0510**, apply to this procurement between Gila County and Kimley-Horn & Associates.

Immigration Clause: Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214 (A). If Contractor uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and § 23-214 (A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. Gila County retains the legal right to inspect the papers of Contractor and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

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

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

Cancellation for Conflict of Interest. This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same as if fully set forth in this contract.

Contract End Date: 10-10-20 to 07-31-21

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$110,926

Contract Information

Firm Name: Kimley Horn **Contact Person:** Dave Leistiko

Address: 7740 N. 16th Street, Suite 300 **Phone No:** 602-944-5500

City: Phoenix **State:** AZ 85020 **Fax:** _____ **Email:** Dave.leistikio@kimley-horn.com

Special Notes:

Gila County is part of the Mohave Cooperative for cooperative purchasing. By using the Mohave contract with Kimley-Horn, it will save the County in both time and money for a rate that has already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the Mohave Educational Services Cooperative,
Contract No. 17T-KIMLEY-0510 for Design and Engineering approved this _____ day
of _____, 2020.

GILA COUNTY

Chairman of the Board

ATTEST:

Marian E. Sheppard, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office



October 19, 2020

Homero Vela
Assistant County Manager
Gila County
Globe, AZ 85501

Re: Payson/Gila County Complex Storm Drain & Sanitary Sewer Design
Scope and Fee

Dear Homero,

Enclosed is our proposal for providing design services and plans, specifications, and estimate for construction of new storm drain lines and relocation of a sanitary sewer line at the Payson/Gila County Complex in Payson. Documentation of the scope of services and derivation of the fees are attached.

Should you have any questions, please contact me at (602) 906-1124 or dave.leistiko@kimley-horn.com.

Very truly yours,
KIMLEY-HORN

A handwritten signature in blue ink, appearing to read "Dave J. Leistiko".

David J. Leistiko, P.E.
Project Manager

Payson/Gila County Complex Storm Drain & Sanitary Sewer Design

SCOPE OF SERVICES

October 19, 2020

This section provides Gila County (County) a summary of Kimley-Horn & Associates, Inc. (Kimley-Horn) scope of services and assumptions in developing our fee proposal. These were developed to provide an understanding of the Scope of Services.

Terms and conditions will be in accordance with the Mohave Educational Cooperative contract awarded to Kimley-Horn number 17T-Kimley-0510 Kimley-Horn.

Anticipated Work Tasks

100 Project Management/Coordination (Item 1)

Kimley-Horn coordinate with County staff during the project duration. We will attend a project design kick-off/coordination meeting at the onset of the project. Kimley-Horn will also coordinate with the site architect and civil engineer (Architektron & Woodson) designing site improvements outside of this scope of work.

Kimley-Horn will meet with Town of Payson sanitary district to review design intent.

200 Utility Coordination (Item 1)

Kimley-Horn will complete the following tasks for utility coordination.

- Utility data collection – Kimley-Horn will request and review existing utility facility maps for utilities within the project limits.
- Utility base file creation – Kimley-Horn will create the existing utility base file using existing facility mapping and survey features from the topographic survey.
- General utility coordination – Kimley-Horn will identify the existing utilities within the project limits and confirm the utility contact. Kimley-Horn will submit design submittals to the utility contact for their review and comment at each design submittal stage (30%, 60%, 90%, and Final). Kimley-Horn will obtain final utility clearance letters from the utility companies at the final design stage.
- Utility conflict identification – Kimley-Horn will review the proposed design improvements and identify anticipated conflicts between the existing utilities

and the proposed improvements. Kimley-Horn will prepare a list of potholes to be performed to confirm anticipated conflicts. If conflicts are confirmed, Kimley-Horn will coordinate with the utility to facilitate the design to relocate their facilities. Kimley-Horn will review utility relocation plans for constructability within the project limits. This task includes up to two (2) reviews of private utility relocation plans.

- Utility coordination meetings – Kimley-Horn will work with the County to facilitate utility coordination meetings following 60% and 90% submittals. This task includes up to two (2) general utility coordination meetings. Kimley-Horn anticipates a maximum of two personnel attending the utility coordination meetings and that these meetings be held via telephone conference.

350 Grinder Pump Station Design (Item 1)

Kimley-Horn will prepare construction documents for the design of two (2) new grinder stations to serve the existing courthouse and the visitor center buildings. Kimley-Horn will use water usage information provided by the Town to develop an estimated design flow for grinder pump station design. The approximate number of sheets needed for the construction documents is provided below. This estimate is based on the preliminary site plan previously shared with Kimley-Horn.

- Specifications Sheet (1)
- Grinder Pump Station Detail Sheet (1)
- Grinder Pump Station and Piping Plan Sheet (1)
- Piping Profile Sheet (1)

Kimley-Horn will work with the County to facilitate design coordination meetings following 60% and 90% submittals. This task includes up to two (2) design coordination meetings. Kimley-Horn anticipates a maximum of two personnel attending the design coordination meetings and that these meetings be held via telephone conference.

It is assumed that these scope and services are for the grinder pump station design and construction documents only. If permitting, a design report, or electrical service coordination is needed, additional services will be requested.

It is assumed that the Town and Northern Gila County Sanitary District will coordinate the permitting and will be excluded from these scope and services.

It is assumed that the Town and County will coordinate the electrical service that will be required for both grinder pump stations and will be excluded from these scope and services.

400 Drainage Design (Item 1)

Kimley-Horn will review the previously completed Town of Payson Master Drainage Plan (2000) to determine 10-year peak discharges reaching the site. No additional offsite hydrology will be completed. The peak discharges will be routed through the site in both an underground and surface environment. It is understood that the storm drain size will be based on the preliminary 30% design performed by Kimley-Horn.

Kimley-Horn will prepare a Draft Drainage Report to document the hydraulics and outlet design. Kimley-Horn will respond to one set of comments from Gila County. The comments will be incorporated in the Final Drainage Report.

Kimley-Horn will prepare construction documents for the new storm drain trunk-line being constructed on the courthouse property through Main Street and terminating at American Gulch. Storm drain diameters may range from 36-inch to 84-inch. Junction and outlet structure detailing will also be included in the construction documents. The approximate number of sheets needed for the construction documents is provided below. This estimate is based on the preliminary site plan and alignments previously shared with Kimley-Horn.

- Storm Drain Plan & Profile Sheets (2)
- Lateral Profile Sheet
- Drainage Structure Detail Sheets (3)

1000 Construction Administration

Kimley-Horn will attend the pre-construction meeting with Gila County and the selected Contractor. Kimley-Horn will attend construction meetings if required by Gila County. Kimley-Horn assumes a total of Five (5) construction meetings. Kimley-Horn will review, evaluate, and respond to Contractor Request for Information (RFI's). Kimley-Horn assumes a maximum of Eight (8) RFI's. Kimley-Horn will review, evaluate, and respond to Contractor shop drawing submittals. Kimley-Horn assumes a maximum of Ten (10) shop drawing reviews. Kimley-Horn will prepare and maintain tracking logs for RFI's and shop drawings.

Kimley-Horn will provide construction observation to verify material installations generally conform to the construction documents. Kimley-Horn assumes construction observation will occur two (2) days per week for ten (10) weeks. Kimley-Horn will prepare daily construction observation reports documenting the Contractor construction activities and

progress noted during field observation visits. Kimley-Horn will not supervise, direct, or have control over the Contractor's work, nor shall the Consultant have authority to stop the work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for the Contractor's failure to perform its work in accordance with the Contract Documents.

EXP Site Survey

Kimley-Horn will contract with Entellus to perform site survey for this project (see attached scope and fee from Entellus).

ADDITIONAL SERVICES

Items not covered by the preceding scope shall be considered additional services. Kimley-Horn will provide additional services upon receipt of written authorization from you pending agreement between Gila County and Kimley-Horn regarding scope, cost and schedule. Additional services could include, but are not limited to, the following:

1. Offsite Hydrology
2. FEMA map revisions
3. Civil Site design

DERIVATION OF COST PROPOSAL SUMMARY

DESIGN WORK:

Item 1

| | | |
|---------------------------------------|----|----------------|
| 100 - Project Management/Coordination | \$ | 7,720 |
| 200 - Utility Coordination | \$ | 9,584 |
| 350 - Grinder Pump Station | \$ | 13,146 |
| 400 - Drainage Design | \$ | 35,954 |
| 1000 - Construction Administration | \$ | 42,840 |
| Subtotal: | \$ | <u>109,244</u> |

EXPENSES:

| | | |
|-----------------------------------|----|---------------|
| Kimley-Horn (allocation + travel) | \$ | 8,405 |
| Entellus (Survey) | \$ | 6,400 |
| Expense Subtotal: | \$ | <u>14,805</u> |

TOTAL LSUM FEE: DESIGN WORK \$ 124,049

CONTRACT TIME 120 Calendar Days



Consultant Firm Signature

2020-1019
Date

Payson/Gila County Complex Storm Drain & Sewer Design

County Contract No: xxxxxx

ESTIMATED STAFF HOURS

| TASK | Scale | No Shts | SR PM | SR Engr | Proj Engr | Engr | Analyst | Admin | Total |
|---|-------|---------|-----------|-----------|-----------|------------|------------|------------|------------|
| | | | \$ 245.00 | \$ 199.00 | \$ 175.00 | \$ 145.00 | \$ 120.00 | \$ 105.00 | |
| 100 - Project Management/Coordination | | | | | | | | | |
| Coordination with County staff | | | 8 | | 3 | 3 | | | 14 |
| Project accounting | | | | | | | | 6 | 6 |
| Coordination with Architekton/Woodson | | | 1 | | 10 | 15 | | | 26 |
| | | | | | | | | | - |
| Subtotal 100 - Project Management/Coordination | | | 9 | - | 13 | 18 | - | 6 | 46 |
| 200 - Utility Coordination | | | | | | | | | |
| Utility Data Collection | | | | | | 2 | | 4 | 6 |
| Create Utility Base File | | | | | | 5 | 10 | | 15 |
| General Utility Coordination | | | | | | | | | - |
| (a) Identify Contacts | | | | | | | | 2 | 2 |
| (b) Submit Design Plans (30%, 60%, 90%, and Final) | | | | | | | | 10 | 10 |
| (c) Clearance Letter Coordination | | | | | | 2 | | 5 | 7 |
| Utility Conflict Identification | | | | | | | | | - |
| (a) Identify Conflicts | | | | | | 2 | 5 | | 7 |
| (b) Prepare Pothole Locations and Plans | | | | | | | 5 | | 5 |
| (c) Relocation Coordination | | | | | | 10 | | | 10 |
| (d) Review Relocation Plan (2 Relocation Review) | | | | | | 2 | 6 | | 8 |
| Utility Coordination Meeting (2 Meetings at 1 Hr/mtg) | | | | | | | | | - |
| (a) Meeting Prep | | | | | | 2 | | | 2 |
| (b) Meeting | | | | 1 | | 1 | | | 2 |
| (c) Meeting Notes | | | | | | 2 | | | 2 |
| Subtotal 200 - Utility Coordination | | | - | 1 | - | 28 | 26 | 21 | 76 |
| 350 - Grinder Pump Station | | | | | | | | | |
| Grinder Pump Calculations | N/A | | | | | 6 | 20 | | 26 |
| Grinder Pump Specifications Sheet | N/A | 1 | | 1 | | 2 | 12 | | 15 |
| Grinder Pump Station Detail Sheet | N/A | 1 | | 1 | | 2 | 18 | | 21 |
| Grinder Pump Station and Piping Plan | 20 | 1 | | 1 | | 2 | 18 | | 21 |
| Piping Profile | 20 | 1 | | 1 | | 2 | 18 | | 21 |
| Subtotal 350 - Grinder Pump Station | | | 40 | 4 | - | 14 | 86 | - | 104 |
| 400 - Drainage Design | | | | | | | | | |
| Storm Drain Plan and Profile Sheet | | 2 | - | 6 | | 12 | 30 | | 48 |
| Lateral Profile Sheets | | 1 | - | 4 | | 6 | 10 | | 20 |
| Drainage Detail Sheets (Structural Design & Details) | | 3 | 6 | 25 | | 40 | 60 | | 131 |
| Draft Drainage Report | | | 3 | 4 | | 6 | 15 | | 28 |
| Final Drainage Report | | | 2 | 2 | | 4 | 12 | | 20 |
| | | | | | | | | | - |
| Subtotal 400 - Drainage Design | | | 11 | 41 | - | 68 | 127 | - | 247 |
| 1000 - Construction Administration | | | | | | | | | |
| Pre-Construction Assistance | | | 6 | | | 8 | | | 14 |
| Construction Meetings (5) | | 5 | 16 | | | 30 | | 5 | 51 |
| Request For Information (RFI) Responses (8) | | 8 | 4 | | | 20 | | 4 | 28 |
| Shop Drawing Reviews (10) | | 10 | 2 | | | 20 | | 5 | 27 |
| Construction Observation | | | | | | 160 | | | 160 |
| Subtotal 1000 - Construction Administration | | | 23 | - | - | 238 | - | 14 | 280 |
| Totals | | | 9 | 48 | 46 | 13 | 366 | 239 | 753 |

3/23/2020



**Modification of Contract
(Contract Extension)
(Page 1 of 3)**

Sean Wozny, P.E., PLA, LEED AP
Kimley-Horn
7740 N. 16th Street, Suite 300
Phoenix, AZ 85020

RE: Contract # 17T-KIMLEY-0510 modification of contract through an extension of contract is made by, and between, Kimley-Horn and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave requests to extend contract 17T-KIMLEY-0510 for a period of one (1) year, beginning 5/10/2020. The extension shall be under the same terms and conditions contained therein.

Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, Kimley-Horn agrees to provide products or prices as per 17T-0112.

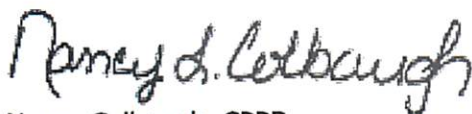
By signing this Modification of Contract, you hereby certify to the best of your knowledge and belief that your firm complies with Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, 2 CFR § 200.450 and Federal Acquisition Regulation 52.203-11

We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature  Title Vice President

Typed/Printed Name Lisa K. Noon Date 03/25/2020

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.



Nancy Colbaugh, CPPB
Contracts Manager
Mohave Educational Services Cooperative, Inc.
625 East Beale Street | Kingman, AZ 86401
Phone 928-718-3228 | Fax 928-718-3232

If all pages of this notice are not received at Mohave's Kingman office on, or before, 5/10/2020, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or 928-718-3232.

To terminate the contract effective 5/10/2020, email or fax a notice of your request to cancel the contract to contracts@mesc.org or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 5/10/2020 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Modification of Contract (Contract Extension)

(Page 2 of 3)

Requested Pricing Modifications

We list your contract as utilizing Fixed. Please confirm the following regarding pricing under your contract:

X Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 5/10/2021.

_____ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

_____ We are requesting a price modification. A price list/catalog will be submitted by _____. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Kimley-Horn
7740 N. 16th Street, Suite 300
Phoenix, AZ 85020

Remit to: Kimley-Horn
Accounts Receivable
~~P.O. Box 79384~~
~~City of Industry, CA 91716-9384~~

New Remit to Address as of
10/23/19:
P.O. Box 913221
Denver, CO 80291-3221

Member Contact: Sean Wozny, P.E., PLA, LEED AP
Contract Administrator: Sean Wozny, P.E., PLA, LEED AP
Phone Number: 602-906-1107
Fax Number: 602-944-7423

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:

The logo for Kimley»Horn, featuring the word "Kimley" in black, a red double arrow pointing right, and the word "Horn" in red.

If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Modification of Contract (Contract Extension)

(Page 3 of 3)

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Kimley-Horn is a full-service consulting firm offering comprehensive and innovative civil engineering, planning, environmental, and landscape architecture services. These disciplines form the backbone of our qualifications to provide professional engineering services to the members of the Mohave Educational Services Cooperative under this contract. Our firm has grown steadily over the past 50 years with a diverse team of over 3,000 employees in over 80 offices nationwide, including our local Arizona offices in Phoenix, Mesa, Prescott, and Tucson. We have served Arizona's public agencies for the past 30 years and employ over 193 staff members in the state.

As one of the largest and most well-respected engineering consulting firms in Arizona, Kimley-Horn's success comes from our approach in supporting agencies on small- and large-scale projects. Kimley-Horn is a fully integrated consulting firm offering a variety of in-house professional services.

Kimley-Horn offers the following types of professional services: Water/Wastewater, Roadway Design, Traffic Engineering, Drainage/Stormwater, Utility Coordination/Design, Environmental, Development Planning, Transportation Planning, Structures, Electrical/Instrumentation, Landscape Architecture, Security Systems/Planning, Geographic Information System (GIS), Value Engineering, Construction Phase Services, Design-Build and CMAR Delivery, Grant Funding Assistance, Water Infrastructure Finance Authority, (WIFA) Projects

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at nancy@mesc.org or phone 928-718-3228.

EXHIBIT 4 – APPROVED BILLING RATES – MOHAVE EDUCATIONAL COOPERATIVE CONTRACT

17T-KIMLEY-0510

Approved/Effective Date: 5/10/18

Approved By: Nancy Colbaugh

Mohave Price: The Mohave price is fixed pricing for hourly staff rates.

Engineering Services and Regions Awarded:

- Civil Engineering for Regions 1-7
- Electrical Engineering for Regions 1-7
- Also including structural, utilities, water, wastewater, cost engineering, water resources, hydraulics, computer programming, environmental planning, transportation, and landscape architectural services.

RFQ's Designated Regions Key:

Region 1 (Mohave County)

Region 2 (Coconino County)

Region 3 (Yavapai County)

Region 4 (Navajo and Apache County)

Region 5 (Maricopa, Pinal and Gila Counties)

Region 6 (La Paz and Yuma Counties)

Region 7 (Pima, Santa Cruz, Cochise, Graham and Greenlee Counties)

Other Information:

- Initial Pricing

ENGINEERING SERVICES FEES FOR BASIC SERVICES FOR RFQ 17T-0112

The fee for an individual project shall be determined by hourly rates.

Cost Plus A Percentage of Cost

Cost plus a percentage of cost pricing is not acceptable as per Arizona procurement rules and code. Reimbursable expenses at cost plus will not be allowed. Reimbursable expenses will be billed as pass through items, e.g. permits.

Project Types:

Group A – Higher than Average Complexity Projects

Group B – Average Complexity Projects

Group C – Less than Average Complexity Projects

Civil Engineering

Senior Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | 150.07 | 150.07 | 150.07 |
| \$10,000 to \$24,999.99 | 150.07 | 150.07 | 150.07 |
| \$25,000 to \$49,999.99 | 150.07 | 150.07 | 150.07 |
| \$50,000 to \$99,999.99 | 150.07 | 150.07 | 150.07 |
| \$100,000 to \$249,999.99 | 150.07 | 150.07 | 150.07 |
| \$250,000 to \$499,999.99 | 150.07 | 150.07 | 150.07 |
| \$500,000 and above | 150.07 | 150.07 | 150.07 |

Senior Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |

| | | | |
|---------------------------|----------|----------|----------|
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Designer III

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$10,000 to \$24,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$25,000 to \$49,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$50,000 to \$99,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$100,000 to \$249,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$250,000 to \$499,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$500,000 and above | \$120.23 | \$120.23 | \$120.23 |

Designer II

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$10,000 to \$24,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$25,000 to \$49,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$50,000 to \$99,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$100,000 to \$249,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$250,000 to \$499,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$500,000 and above | \$105.33 | \$105.33 | \$105.33 |

Designer I

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$10,000 to \$24,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$25,000 to \$49,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$50,000 to \$99,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$100,000 to \$249,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$250,000 to \$499,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$500,000 and above | \$97.17 | \$97.17 | \$97.17 |

Auto CADD/Technical

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$10,000 to \$24,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$25,000 to \$49,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$50,000 to \$99,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$100,000 to \$249,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$250,000 to \$499,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$500,000 and above | \$90.05 | \$90.05 | \$90.05 |

Construction Administration

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$10,000 to \$24,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$25,000 to \$49,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$50,000 to \$99,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$100,000 to \$249,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$250,000 to \$499,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$500,000 and above | \$125.65 | \$125.65 | \$125.65 |

Clerical/Support

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$10,000 to \$24,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$25,000 to \$49,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$50,000 to \$99,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$100,000 to \$249,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$250,000 to \$499,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$500,000 and above | \$74.09 | \$74.09 | \$74.09 |

Indicate service NOT included in the above fee schedule and any additional fees that may apply.

Electrical Engineering

Senior Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Senior Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Designer III

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$10,000 to \$24,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$25,000 to \$49,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$50,000 to \$99,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$100,000 to \$249,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$250,000 to \$499,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$500,000 and above | \$120.23 | \$120.23 | \$120.23 |

Designer II

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$10,000 to \$24,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$25,000 to \$49,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$50,000 to \$99,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$100,000 to \$249,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$250,000 to \$499,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$500,000 and above | \$105.33 | \$105.33 | \$105.33 |

Designer I

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$10,000 to \$24,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$25,000 to \$49,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$50,000 to \$99,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$100,000 to \$249,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$250,000 to \$499,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$500,000 and above | \$97.17 | \$97.17 | \$97.17 |

Auto CADD/Technical

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$10,000 to \$24,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$25,000 to \$49,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$50,000 to \$99,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$100,000 to \$249,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$250,000 to \$499,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$500,000 and above | \$90.05 | \$90.05 | \$90.05 |

Construction Administration

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$10,000 to \$24,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$25,000 to \$49,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$50,000 to \$99,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$100,000 to \$249,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$250,000 to \$499,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$500,000 and above | \$125.65 | \$125.65 | \$125.65 |

Clerical/Support

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$10,000 to \$24,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$25,000 to \$49,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$50,000 to \$99,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$100,000 to \$249,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$250,000 to \$499,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$500,000 and above | \$74.09 | \$74.09 | \$74.09 |

Indicate service NOT included in the above fee schedule and any additional fees that may apply.

Structural Engineering

Senior Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Senior Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Designer III

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$10,000 to \$24,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$25,000 to \$49,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$50,000 to \$99,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$100,000 to \$249,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$250,000 to \$499,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$500,000 and above | \$120.23 | \$120.23 | \$120.23 |

Designer II

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$10,000 to \$24,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$25,000 to \$49,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$50,000 to \$99,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$100,000 to \$249,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$250,000 to \$499,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$500,000 and above | \$105.33 | \$105.33 | \$105.33 |

Designer I

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$10,000 to \$24,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$25,000 to \$49,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$50,000 to \$99,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$100,000 to \$249,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$250,000 to \$499,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$500,000 and above | \$97.17 | \$97.17 | \$97.17 |

Auto CADD/Technical

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$10,000 to \$24,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$25,000 to \$49,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$50,000 to \$99,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$100,000 to \$249,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$250,000 to \$499,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$500,000 and above | \$90.05 | \$90.05 | \$90.05 |

Construction Administration

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$10,000 to \$24,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$25,000 to \$49,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$50,000 to \$99,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$100,000 to \$249,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$250,000 to \$499,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$500,000 and above | \$125.65 | \$125.65 | \$125.65 |

Clerical/Support

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$10,000 to \$24,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$25,000 to \$49,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$50,000 to \$99,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$100,000 to \$249,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$250,000 to \$499,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$500,000 and above | \$74.09 | \$74.09 | \$74.09 |

Indicate service NOT included in the above fee schedule and any additional fees that may apply.

Other Engineering (Specify) Utilities/Water/Wastewater

Senior Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Senior Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Designer III

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$10,000 to \$24,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$25,000 to \$49,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$50,000 to \$99,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$100,000 to \$249,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$250,000 to \$499,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$500,000 and above | \$120.23 | \$120.23 | \$120.23 |

Designer II

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$10,000 to \$24,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$25,000 to \$49,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$50,000 to \$99,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$100,000 to \$249,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$250,000 to \$499,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$500,000 and above | \$105.33 | \$105.33 | \$105.33 |

Designer I

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$10,000 to \$24,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$25,000 to \$49,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$50,000 to \$99,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$100,000 to \$249,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$250,000 to \$499,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$500,000 and above | \$97.17 | \$97.17 | \$97.17 |

Auto CADD/Technical

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$10,000 to \$24,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$25,000 to \$49,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$50,000 to \$99,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$100,000 to \$249,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$250,000 to \$499,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$500,000 and above | \$90.05 | \$90.05 | \$90.05 |

Construction Administration

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$10,000 to \$24,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$25,000 to \$49,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$50,000 to \$99,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$100,000 to \$249,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$250,000 to \$499,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$500,000 and above | \$125.65 | \$125.65 | \$125.65 |

Clerical/Support

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$10,000 to \$24,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$25,000 to \$49,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$50,000 to \$99,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$100,000 to \$249,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$250,000 to \$499,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$500,000 and above | \$74.09 | \$74.09 | \$74.09 |

Indicate service NOT included in the above fee schedule and any additional fees that may apply.

Other Engineering (Specify) Cost Engineering

Senior Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Senior Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Designer III

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$10,000 to \$24,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$25,000 to \$49,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$50,000 to \$99,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$100,000 to \$249,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$250,000 to \$499,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$500,000 and above | \$120.23 | \$120.23 | \$120.23 |

Designer II

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$10,000 to \$24,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$25,000 to \$49,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$50,000 to \$99,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$100,000 to \$249,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$250,000 to \$499,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$500,000 and above | \$105.33 | \$105.33 | \$105.33 |

Designer I

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$10,000 to \$24,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$25,000 to \$49,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$50,000 to \$99,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$100,000 to \$249,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$250,000 to \$499,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$500,000 and above | \$97.17 | \$97.17 | \$97.17 |

Auto CADD/Technical

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$10,000 to \$24,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$25,000 to \$49,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$50,000 to \$99,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$100,000 to \$249,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$250,000 to \$499,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$500,000 and above | \$90.05 | \$90.05 | \$90.05 |

Construction Administration

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$10,000 to \$24,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$25,000 to \$49,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$50,000 to \$99,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$100,000 to \$249,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$250,000 to \$499,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$500,000 and above | \$125.65 | \$125.65 | \$125.65 |

Clerical/Support

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$10,000 to \$24,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$25,000 to \$49,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$50,000 to \$99,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$100,000 to \$249,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$250,000 to \$499,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$500,000 and above | \$74.09 | \$74.09 | \$74.09 |

Indicate service NOT included in the above fee schedule and any additional fees that may apply.

Other Engineering (Specify) Water Resources/Hydraulics

Senior Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Senior Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|----------------------------|----------------------------|----------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Designer III

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$10,000 to \$24,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$25,000 to \$49,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$50,000 to \$99,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$100,000 to \$249,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$250,000 to \$499,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$500,000 and above | \$120.23 | \$120.23 | \$120.23 |

Designer II

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$10,000 to \$24,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$25,000 to \$49,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$50,000 to \$99,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$100,000 to \$249,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$250,000 to \$499,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$500,000 and above | \$105.33 | \$105.33 | \$105.33 |

Designer I

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$10,000 to \$24,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$25,000 to \$49,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$50,000 to \$99,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$100,000 to \$249,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$250,000 to \$499,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$500,000 and above | \$97.17 | \$97.17 | \$97.17 |

Auto CADD/Technical

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$10,000 to \$24,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$25,000 to \$49,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$50,000 to \$99,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$100,000 to \$249,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$250,000 to \$499,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$500,000 and above | \$90.05 | \$90.05 | \$90.05 |

Construction Administration

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$10,000 to \$24,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$25,000 to \$49,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$50,000 to \$99,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$100,000 to \$249,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$250,000 to \$499,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$500,000 and above | \$125.65 | \$125.65 | \$125.65 |

Clerical/Support

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$10,000 to \$24,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$25,000 to \$49,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$50,000 to \$99,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$100,000 to \$249,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$250,000 to \$499,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$500,000 and above | \$74.09 | \$74.09 | \$74.09 |

Indicate service NOT included in the above fee schedule and any additional fees that may apply.

Other Engineering (Specify) Computer Programming

Senior Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Senior Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Designer III

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$10,000 to \$24,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$25,000 to \$49,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$50,000 to \$99,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$100,000 to \$249,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$250,000 to \$499,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$500,000 and above | \$120.23 | \$120.23 | \$120.23 |

Designer II

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$10,000 to \$24,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$25,000 to \$49,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$50,000 to \$99,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$100,000 to \$249,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$250,000 to \$499,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$500,000 and above | \$105.33 | \$105.33 | \$105.33 |

Designer I

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$10,000 to \$24,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$25,000 to \$49,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$50,000 to \$99,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$100,000 to \$249,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$250,000 to \$499,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$500,000 and above | \$97.17 | \$97.17 | \$97.17 |

Auto CADD/Technical

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$10,000 to \$24,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$25,000 to \$49,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$50,000 to \$99,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$100,000 to \$249,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$250,000 to \$499,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$500,000 and above | \$90.05 | \$90.05 | \$90.05 |

Construction Administration

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$10,000 to \$24,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$25,000 to \$49,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$50,000 to \$99,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$100,000 to \$249,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$250,000 to \$499,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$500,000 and above | \$125.65 | \$125.65 | \$125.65 |

Clerical/Support

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$10,000 to \$24,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$25,000 to \$49,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$50,000 to \$99,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$100,000 to \$249,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$250,000 to \$499,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$500,000 and above | \$74.09 | \$74.09 | \$74.09 |

Indicate service NOT included in the above fee schedule and any additional fees that may apply.

Other Engineering (Specify) Environmental Planning

Senior Principal Engineer

Senior Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Senior Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Designer III

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$10,000 to \$24,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$25,000 to \$49,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$50,000 to \$99,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$100,000 to \$249,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$250,000 to \$499,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$500,000 and above | \$120.23 | \$120.23 | \$120.23 |

Designer II

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$10,000 to \$24,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$25,000 to \$49,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$50,000 to \$99,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$100,000 to \$249,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$250,000 to \$499,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$500,000 and above | \$105.33 | \$105.33 | \$105.33 |

Designer I

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$10,000 to \$24,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$25,000 to \$49,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$50,000 to \$99,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$100,000 to \$249,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$250,000 to \$499,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$500,000 and above | \$97.17 | \$97.17 | \$97.17 |

Auto CADD/Technical

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$10,000 to \$24,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$25,000 to \$49,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$50,000 to \$99,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$100,000 to \$249,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$250,000 to \$499,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$500,000 and above | \$90.05 | \$90.05 | \$90.05 |

Construction Administration

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$10,000 to \$24,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$25,000 to \$49,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$50,000 to \$99,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$100,000 to \$249,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$250,000 to \$499,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$500,000 and above | \$125.65 | \$125.65 | \$125.65 |

Clerical/Support

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$10,000 to \$24,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$25,000 to \$49,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$50,000 to \$99,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$100,000 to \$249,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$250,000 to \$499,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$500,000 and above | \$74.09 | \$74.09 | \$74.09 |

Indicate service NOT included in the above fee schedule and any additional fees that may apply.

Other Engineering (Specify) Transportation

Senior Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Senior Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Designer III

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$10,000 to \$24,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$25,000 to \$49,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$50,000 to \$99,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$100,000 to \$249,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$250,000 to \$499,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$500,000 and above | \$120.23 | \$120.23 | \$120.23 |

Designer II

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$10,000 to \$24,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$25,000 to \$49,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$50,000 to \$99,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$100,000 to \$249,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$250,000 to \$499,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$500,000 and above | \$105.33 | \$105.33 | \$105.33 |

Designer I

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$10,000 to \$24,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$25,000 to \$49,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$50,000 to \$99,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$100,000 to \$249,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$250,000 to \$499,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$500,000 and above | \$97.17 | \$97.17 | \$97.17 |

Auto CADD/Technical

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$10,000 to \$24,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$25,000 to \$49,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$50,000 to \$99,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$100,000 to \$249,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$250,000 to \$499,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$500,000 and above | \$90.05 | \$90.05 | \$90.05 |

Construction Administration

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$10,000 to \$24,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$25,000 to \$49,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$50,000 to \$99,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$100,000 to \$249,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$250,000 to \$499,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$500,000 and above | \$125.65 | \$125.65 | \$125.65 |

Clerical/Support

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$10,000 to \$24,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$25,000 to \$49,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$50,000 to \$99,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$100,000 to \$249,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$250,000 to \$499,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$500,000 and above | \$74.09 | \$74.09 | \$74.09 |

Indicate service NOT included in the above fee schedule and any additional fees that may apply.

Landscape Architectural Services

Senior Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Principal Engineer

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Senior Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | | | |
| \$10,000 to \$24,999.99 | | | |
| \$25,000 to \$49,999.99 | | | |
| \$50,000 to \$99,999.99 | | | |
| \$100,000 to \$249,999.99 | | | |
| \$250,000 to \$499,999.99 | | | |
| \$500,000 and above | | | |

Project Manager

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$10,000 to \$24,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$25,000 to \$49,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$50,000 to \$99,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$100,000 to \$249,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$250,000 to \$499,999.99 | \$150.07 | \$150.07 | \$150.07 |
| \$500,000 and above | \$150.07 | \$150.07 | \$150.07 |

Designer III

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$10,000 to \$24,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$25,000 to \$49,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$50,000 to \$99,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$100,000 to \$249,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$250,000 to \$499,999.99 | \$120.23 | \$120.23 | \$120.23 |
| \$500,000 and above | \$120.23 | \$120.23 | \$120.23 |

Designer II

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$10,000 to \$24,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$25,000 to \$49,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$50,000 to \$99,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$100,000 to \$249,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$250,000 to \$499,999.99 | \$105.33 | \$105.33 | \$105.33 |
| \$500,000 and above | \$105.33 | \$105.33 | \$105.33 |

Designer I

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$10,000 to \$24,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$25,000 to \$49,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$50,000 to \$99,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$100,000 to \$249,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$250,000 to \$499,999.99 | \$97.17 | \$97.17 | \$97.17 |
| \$500,000 and above | \$97.17 | \$97.17 | \$97.17 |

Auto CADD/Technical

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$10,000 to \$24,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$25,000 to \$49,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$50,000 to \$99,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$100,000 to \$249,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$250,000 to \$499,999.99 | \$90.05 | \$90.05 | \$90.05 |
| \$500,000 and above | \$90.05 | \$90.05 | \$90.05 |

Construction Administration

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$10,000 to \$24,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$25,000 to \$49,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$50,000 to \$99,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$100,000 to \$249,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$250,000 to \$499,999.99 | \$125.65 | \$125.65 | \$125.65 |
| \$500,000 and above | \$125.65 | \$125.65 | \$125.65 |

Clerical/Support

| Project Cost (for engineering services only) | Hourly Rate for Group A | Hourly Rate for Group B | Hourly Rate for Group C |
|---|------------------------------------|------------------------------------|------------------------------------|
| \$0 to \$9,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$10,000 to \$24,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$25,000 to \$49,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$50,000 to \$99,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$100,000 to \$249,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$250,000 to \$499,999.99 | \$74.09 | \$74.09 | \$74.09 |
| \$500,000 and above | \$74.09 | \$74.09 | \$74.09 |

Indicate service NOT included in the above fee schedule and any additional fees that may apply.

Reimbursable Expenses

Mileage \$ _____ per mile or State Rates ☒ Yes

Lodging \$ _____ per night/per man or State Rates ☒ Yes

Meals and Incidental Expenses \$ _____ per man/per day or State Rates ☒ Yes

Do you acceptable Pcard/Credit Card Payment Processing? ____ Yes ☒ No

If yes, provide specific rates or ranges of rates \$ _____

SUMMITTED BY:

Company Name: Kimley-Horn and Associates, Inc. _____

Address: 7740 N 16th Street, Suite 300 _____

City: Phoenix _____

Phone: (602) 944-5500 _____ Fax: (602) 944-7423 _____

By:  _____ Date: 04/26/2018 _____

Authorized Signature

Sr. Project Manager

Title

Frank, Daren

From: Vela, Homero
Sent: Tuesday, October 27, 2020 10:39 AM
To: DeSchaaf, Sheila
Cc: Frank, Daren
Subject: RE: Regional Drainage Construction project on County site at 714 S Beeline Hwy

Sheila – Thanks
Homero

From: DeSchaaf, Sheila <sdeschaaf@paysonaz.gov>
Sent: Tuesday, October 27, 2020 10:35 AM
To: Vela, Homero <hvela@gilacountyaz.gov>
Subject: Regional Drainage Construction project on County site at 714 S Beeline Hwy

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.

Homer,

To follow up from today's zoom meeting concerning the above-referenced project, I wanted to let you know that the Payson Town Council took the following action last Thursday:

Motion: To continue implementation of the project including completing the design (engineering), obtaining an acceptable GMP from CORE or whatever company is selected, and continuing negotiations with Gila County on the IGA. The motion carried 7-0.

I am comfortable moving forward with the proposal of \$124,049 from Kimley-Horn, understanding there may be some additional minor cost savings that may be realized based on today's discussions.

Sincerely,

Sheila DeSchaaf,
Assistant Town Manager



Town of Payson, 303 N. Beeline Hwy. Payson, AZ 85541
(928) 472-5037, F: (928) 474-4610

ARF-6317

Regular Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 11/03/2020

Submitted For: Michael O'Driscoll, Director

Submitted By: Josh Beck, EM/PHEP Manager

Department: Health & Emergency Management Division: Health Services

Information

Request/Subject

A request of a 25% Fee Reduction Request for the Environmental Health annual establishment permits for businesses directly affected by the Governor's COVID-19 benchmark operational restrictions.

Background Information

The worldwide COVID-19 pandemic has had an effect on everyone in Gila County, but the precautions taken to mitigate the spread of COVID-19 in the State of Arizona have particularly hit Gila County licensed food and beverage businesses hard. The Arizona Department of Health Services benchmarks for reopening, standards for service, and capacity restrictions have kept many of the businesses permitted by the Gila County Health Division from opening, or if opened from operating at full capacity.

The Gila County Health Division received a grant from the Arizona Department of Health Services for \$25,000 to continue compliance inspections with the COVID-19 benchmarks for licensed establishments. The yearly revenue on Gila County permit fees was \$89,804.49 in 2020 and \$89,317.33 in 2019. The additional funding will allow the Health Division to transfer staff salary to the new grant funding freeing up \$25,000 of the Environmental Health budget that the Director would like to see applied as a 25% fee discount to establishments directly impacted by the COVID-19 Executive Orders. This reduction in revenue will be 100% offset by the additional grant funding keeping the budget balanced for the fiscal year. The reduced revenue will be approximately \$20,000.

Evaluation

As the result of the COVID-19 pandemic, and the precautionary Executive Orders put in place by Arizona Governor Ducey that created reopening benchmarks, rules, and capacity guidelines, many Gila County establishments permitted by the Environmental Health Division have faced many challenges in operating their establishments. By diverting Environmental Health Specialist staff salaries to the \$25,000 grant funds awarded by the Arizona Department of Health Services, and approved by the Gila County Board of Supervisors for COVID-19 establishment compliance inspections, the Gila County Health Division can maintain a balanced 2021 budget and provide a 25% reduction in fees for businesses directly affected by the Governor's COVID-19 benchmarks and operational restrictions. These funds can hopefully be used to offset some of the COVID-19 expenditures that our Gila County establishments have faced during the COVID-19 pandemic.

Conclusion

Based on the above-listed reasons, the Gila County Public Health Division respectfully requests that the annual fees for the calendar year 2021 Environmental Health permits for businesses directly affected by the Governor's COVID-19 benchmark operational restrictions be reduced by 25%.

Recommendation

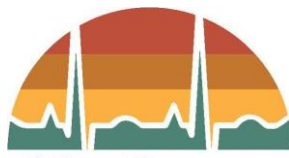
It is the recommendation of the Gila County Public Health Department that the annual fees for the calendar year 2021 Environmental Health permits for businesses directly affected by the Governor's COVID-19 benchmark operational restrictions, be reduced by 25%.

Suggested Motion

Information/Discussion/Action to approve a request submitted by the Gila County Public Health Department that the annual fees for the calendar year 2021 Environmental Health permits for businesses directly affected by the Governor's COVID-19 benchmark operational restrictions be reduced by 25%. **(Michael O'Driscoll)**

Attachments

Health and Emergency Services Department Fee Schedule



Gila County
Health & Emergency Management

Prevent. Promote. Protect.

GILA COUNTY DIVISION of HEALTH and EMERGENCY SERVICES

5515 South Apache Ave., Suite 100, Globe, AZ 85501

PHONE: (928) 402-8811 FAX: (928) 425-0794

| | |
|--|--|
| Bakery | \$220 |
| Bar/Lounge | \$220 |
| Bed & Breakfast (6 or more rooms; breakfast is only meal served) | \$220 |
| Caterer (must have a permitted commissary) | \$220 |
| Children's Camp (kitchen & grounds) | \$220 |
| Day Care | \$220 |
| Food Processor | See Sq. Ft Schedule Below |
| Food Service Plan Review | \$100 |
| Garbage Truck (per truck) | \$130 |
| Hotel/Motel | \$85 plus \$3 per room |
| Hotel/Motel (with a continental breakfast) | \$175 plus \$3 per room |
| Ice plant (preparing bagged ice on premises) | See Sq. Ft Schedule Below |
| In Home Food Programs | \$50 |
| Institutional (retirement homes, assisted living, schools, etc.) | \$220 |
| Meat market (includes meat market inside supermarket) | \$220 |
| Medical Facilities Food Service | \$220 |
| Mobile Food Unit | \$150 annually |
| Non-Profit Organization | Fee Waived |
| Non-Profit Org (with permanent facility; serving one meal per week) | \$110 |
| Non-Profit Org Bar/Lounge (with permanent facility) | \$220 |
| Non-Profit Org Restaurant/Deli (with permanent facility) | \$220 |
| Permit Late Fees (after second month permit fee due date has passed) | \$25 per month for each add'l month late |
| Permit Late Fees (one month after permit fee due date has past) | \$50 |
| Pet Shop | \$75 |
| Restaurant/Deli (includes deli inside supermarkets) | \$220 |
| Second Follow-Up Inspection (critical violations not corrected) | \$100 per inspection |
| Septic Pumper Truck (per truck) | \$130 |
| Snack Bar | \$110 |
| Store/Market (with potentially hazardous food) | See Sq. Ft Schedule Below |
| Store/Market (with potentially hazardous food & snack bar) | \$110 + See Sq. Ft Schedule |
| Swimming Pool/Spa | \$100 for each pool or spa |
| Temporary Food Vendor (outdoor food booth) | \$30 per day (max \$60) |
| Wholesale Foods | See Sq. Ft Schedule Below |

| | |
|-------------------------|-------|
| 1 – 999 Sq. ft. | \$120 |
| 1,000 – 1,999 Sq. ft. | \$148 |
| 2000 – 4,999 Sq. ft. | \$175 |
| 5000 – 9,999 Sq. ft. | \$203 |
| 10,000 – 14,999 Sq. ft. | \$230 |
| 15,000 – 19,999 Sq. ft. | \$285 |
| 20,000 – 24,999 Sq. ft. | \$340 |
| 25,000 – 29,999 Sq. ft. | \$395 |
| 30,000 + | \$450 |

ARF-6301

Regular Agenda Item 3. D.

Regular BOS Meeting

| | | | |
|-------------------------|-------------------------------------|-------------------|-----|
| <u>Meeting Date:</u> | 11/03/2020 | | |
| <u>Submitted For:</u> | Malissa Buzan | | |
| <u>Submitted By:</u> | Allison Torres, Case Manager | | |
| <u>Department:</u> | Community Services | | |
| <u>Division:</u> | Comm. Action Program/Housing Servs. | | |
| <u>Fiscal Year:</u> | 2020-2021 | <u>Budgeted?:</u> | Yes |
| <u>Contract Dates</u> | July 1, 2020-June 30, 2021 | <u>Grant?:</u> | Yes |
| <u>Begin & End:</u> | | | |
| <u>Matching</u> | No | <u>Fund?:</u> | New |
| <u>Requirement?:</u> | | | |

Information

Request/Subject

Amendment No. 1 and Amendment No. 2 to Contract No. 07012020-21 with the Arizona Community Action Association d/b/a Wildfire.

Background Information

Contract No. 07012020-21 was approved by the Gila County Board of Supervisors on June 16, 2020.

Evaluation

Amendment No. 1 to Contract No. 07012020-21 will increase the Utility Repair Replacement Deposit (URRD) funds by the amount of \$75,000; the Direct Service amount will increase to \$78,555, and the Program Delivery amount will increase to \$7,855. The new allocation for URRD will be \$86,410. (Direct Service + Program Delivery).

Amendment No. 2 to Contract No. 07012020-21 will increase APS Crisis Bill Assistance funds by the amount of \$6,110; the Direct Service Amount will increase to \$25,042, and the Program Delivery amount will increase to \$5,008. The new allocation for APS Crisis Bill Assistance will be \$30,050 (Direct Service + Program Delivery). The URRD funds will increase by the amount of \$ 25,000; the Direct Service amount will increase to \$101,282 and the Program Delivery amount will increase to \$10,128. The new allocation for URRD will be \$111,410 (Direct Service + Program Delivery).

APS Crisis Bill and URRD funding will be used to provide weatherization services, utility repair and replacement, utility deposits, and bill assistance to eligible citizens residing in Gila County.

Conclusion

By the Board of Supervisors approving Amendment No. 1 and Amendment No. 2 to Contract No. 070120-21, the Gila County Community Services Department will receive funding to provide eligible citizens residing in Gila County with services that promote economic self-sufficiency.

Recommendation

The Gila County Community Services Department Director recommends that the Board of Supervisors approve Amendment No. 1 and Amendment No. 2 in order for the Gila County Community Services Department to receive funding to provide weatherization and utility services.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Contract No. 07012020-21 between the Arizona Community Action Association d/b/a Wildfire and the Gila County Community Services Department, whereby Utility Repair Replacement Deposit (URRD) funds will increase by \$75,000 for a total allocation of \$86,410; and Amendment No. 2, whereby APS Crisis Bill Assistance funds will increase by \$6,110 for a total allocation of \$30,050 and URRD funds will increase by \$25,000 for a total allocation of \$111,410, which will be used to provide weatherization services, utility repair and replacement, utility deposits, and bill assistance to eligible citizens residing in Gila County for the period of July 1, 2020, through June 30, 2021. **(Malissa Buzan)**

Attachments

Amendment No. 1 to Contract No. 07012020-21

Amendment No. 2 to Contract No. 07012020-21

Contract No. 07012020-21



**Amendment No. One (1) to the 2020-2021
Independent Contractor Agreement
Contract No. 07012020-21**

The Independent Contract Agreement dated July 1, 2020, between Arizona Community Action Association DBA Wildfire and **Gila County** (hereinafter "Contractor") to conduct application intake and eligibility determination for utility bill assistance, deposits and/or gas appliance repair/replace is hereby amended as follows:

Purpose of the Amendment:

1. To increase the Utility Repair Replacement Deposit (referred to as URRD) funds by the amount of **\$75,000.00**.

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources; Attachment 1:

Utility Repair Replacement Deposit (URRD): To increase the Direct Service amount to **\$78,555.00** and increase the Program Delivery amount to **\$7,855**. The new allocation for URRD will be **\$86,410.00** (Direct Service + Program Delivery).

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. One (1), effective as of the effective date.

CONTRACTOR:

Gila County

By: _____

Name: Woody Cline

Title: Chairman

Date: _____

Approved as to form

By: _____

Name: _____

Title: The Gila County Attorney's Office

Date: _____

Address:

5515 S Apache Ave, #200

Globe, AZ 85501

Email: mbuzan@gilacountyaz.gov

Arizona Community Action Association (dba
Wildfire), an Arizona nonprofit corporation

By: _____

Name: Cynthia Zwick

Title: Executive Director

Date: Oct. 1, 2020.

Address:

340 E Palm Lane, Suite 315

Phoenix, Arizona 85004

Fax No.: 602-604-0644

E-mail: czwick@wildfireaz.org



**Amendment No. Two (2) to the 2020-2021
Independent Contractor Agreement
Contract No. 07012020--21**

The Independent Contract Agreement dated July 1, 2020, between Arizona Community Action Association (dba Wildfire) and **Gila County** (hereinafter "Contractor") to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

Purpose of the Amendment:

1. To increase APS Crisis Bill Assistance funds by the amount of **\$6,110.00**.
2. To increase URRD funds by the amount of **\$25,000.00**.

Amendment to:

Section I. Services and Programs – 1.2 Fund Sources; Attachment 1:

APS Crisis Bill Assistance: To increase the Direct Service amount to **\$25,042.00** and increase the Program Delivery amount to **\$5,008.00**. The new allocation for APS Crisis Bill Assistance will be **\$30,050.00** (Direct Service + Program Delivery).

URRD: To increase the Direct Service amount to **\$101,282.00** and increase the Program Delivery amount to **\$10,128.00**. The new allocation for URRD will be **\$111,410.00** (Direct Service + Program Delivery).

Whole Agreement:

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. Two (2), effective as of the effective date.

CONTRACTOR:
Gila County

Arizona Community Action Association
(dba Wildfire), an Arizona nonprofit
corporation

By: _____

Name: Woody Cline

Title: Chairman

Date: _____

Approved as to form:

By: _____

Name: The Gila County Attorney's Office

Title: _____

Date: _____

Address:

5515 S Apache Ave, #200

Globe, AZ 85501

Email: mbuzan@gilacountyaz.gov

By: 

Name: Cynthia Zwick

Title: Executive Director

Date: Oct. 1, 2020

Address:

340 E Palm Lane, Suite 315

Phoenix, AZ 85004

Fax: 602-604-0644

Email: cswick@wildfireaz.org



INDEPENDENT CONTRACTOR AGREEMENT
2020-21 Utility Assistance Programs
Contract No. 07012020-21

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **Gila County** (hereinafter "Contractor") and **Arizona Community Action Association DBA Wildfire**, an Arizona nonprofit corporation DBA Wildfire (hereinafter "Wildfire").

RECITALS:

A. Wildfire is a nonprofit organization that, as part of its mission to promote economic self-sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. Wildfire is receiving or expects to receive during the term of this Agreement funding from the fund sources in *Section 1* (the "Fund Sources") pursuant to Program Documents (as defined in *Section 4*).

C. Wildfire desires to subcontract with Contractor to obtain assistance with fulfilling Wildfire's obligations under the Program Documents and Contractor desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement.

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, Wildfire and Contractor hereby agree as follows:

1. Services and Programs.

1.1 **Services.** Contractor agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in *Section 1.2*: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. Contractor shall perform the foregoing services during the term set forth in *Section 2*. Wildfire will not exercise control over the specific methods used by Contractor or the specific manner in which Contractor performs services under this Agreement, but Contractor shall follow Wildfire's instructions as to the result to be achieved. Contractor will receive Wildfire's instructions through an employee of Wildfire who is appointed to manage the program ("Program Manager"). Contractor may also receive instructions from a Wildfire employee designated to serve as a liaison between Wildfire and Contractor ("Monitor").

1.2 **Fund Sources.** For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to Contractor will be as set forth in the table on the following pages.

| Fund Source(s) | Direct Service Amount (A) | Program Delivery (B) | Total Allocation (A+B) | Allowable Activities | Additional Information |
|---|---------------------------|----------------------|------------------------|---|--|
| APS Crisis Bill Assistance | \$19,950 | \$3,990 | \$23,940 | Utility assistance for APS customers | Refer to Exhibit A: Arizona Public Service (APS) Crisis Bill Assistance Program Summary |
| Southwest Gas Energy Share – Bill Assistance | \$2,645 | \$ 265 | \$2,910 | Utility assistance and deposits for SWG customers | Refer to Exhibit A: Southwest Gas Energy Share – Bill Assistance Program Summary. Up to 10% of funds can be for Repair/Replace. |
| Southwest Gas Low Income Energy Conservation (LIEC) Bill Assistance | \$5,380 | N/A | \$5,380 | Utility assistance and deposits for SWG customers | Refer to Exhibit A: Southwest Gas Low Income Energy Conservation Bill Assistance Program Summary. No more than twenty-five percent (25%) of total allocation can be used for deposits. |
| Utility Repair Replacement Deposit (URRD) | \$10,373 | \$1,037 | \$11,410 | Utility/Appliance Repair or Replacement and/or Utility Deposits | Refer to Exhibit A, Appendix A: URRD Refer to Exhibit A, Appendix C: Instructions for Verifying Citizenship and Non-Legal Permanent Resident (LPR) Status URRD HVAC Waiver Pilot Program: 20% will be eligible for use = \$2,282 (DS = \$2,075, PD = \$207). Exhibit A: URRD HVAC Waiver Pilot Program Summary |
| Total Funding | \$38,348 | \$5,292 | \$43,640 | | |

Contractor makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports.

The table above, which highlights certain provisions of the Program Documents, is provided for Contractor's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. Contractor is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 **Training.** Contractor will participate in any training provided by Wildfire on dates and times selected by Wildfire.

1.4 **Program Modification.** Wildfire and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. Contractor agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. **Term and Termination.**

2.1 **Term.** Unless sooner terminated pursuant to *Section 2.2*, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on July 1, 2020 (the "Effective Date") and ending on June 30, 2021.

2.2 **Termination.** Either Wildfire or Contractor may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to Wildfire, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 **Effect of Termination; Survival.** Upon termination, Contractor's obligation to perform further services for Wildfire shall terminate and Wildfire's obligation to provide funding to Contractor for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

3. **Funding; Expenses; Nature of Relationship.**

3.1 **Funding; Payments to Contractor.** Not later than the 15th day of each month, Contractor will ensure that all services performed during the prior month are represented correctly in the Wildfire Grants Management System (GMS) as required by *Section 4*. After the 15th day of each month, Wildfire will endeavor to review Contractor's activities from the prior month and give notice to Contractor of any disallowed items within ten (10) business days. Wildfire will submit all approved portions of Contractor's activities to the applicable Fund Sources. Contractor acknowledges and agrees that all activities are subject to approval by the Fund Sources and Wildfire's approval does not bind any Fund Source or constitute a guarantee by Wildfire of payment to Contractor.

3.2 **Request for Additional Funds.** Contractor may submit in writing a request for additional funds to Wildfire no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) there are adequate funds available; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over expenditures. All approved requests will be submitted to the Wildfire Board of Directors on the next available agenda for final review and approval.

3.3 **Reimbursement of Expenses.** Wildfire may provide certain materials and supplies to Contractor for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, Contractor shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from Wildfire.

3.4 **Expenditures.** Wildfire reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if Contractor's expenditure rate is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. Wildfire will conduct a review of agency expenditures on a quarterly basis, and will notify the Contractor of any concerns. It is the responsibility of the Contractor to monitor all contract expenditures and to ensure that no over expenditures occur. If an over expenditure occurs, the Contractor is responsible for absorbing and/or returning the amount of the payment.

3.5 **Advance Payments.** Contractor may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the Wildfire Board of Directors. Contractor may request the Advance Request Form through Wildfire, if needed.

3.6 **Nature of Relationship.** As between Wildfire and Contractor, Wildfire shall have the same rights as the Funding Sources have under the applicable Program Documents. Contractor shall have only those rights expressly provided to Contractor under this Agreement. The relationship between Wildfire and Contractor shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint ventures, or otherwise. Contractor acknowledges and agrees that Contractor shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that Wildfire may offer to its employees, and that Contractor will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. Contractor agrees to comply with all laws applicable to independent contractors including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 **Indemnification.** Contractor agrees to indemnify, defend and hold Wildfire and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by Contractor or Contractor's employees or agents, or resulting from or arising out of rendering services under this Agreement by Contractor or Contractor's employees or agents or to the extent caused by the negligence or intentional misconduct of Contractor or Contractor's employees or agents. Wildfire agrees to indemnify, defend and hold Contractor and its directors,

officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of Wildfire or Wildfire's employees or agents.

3.8 Insurance.

3.8.1 Contractor and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by Contractor or Contractor's agents, representatives, employees or subcontractors. Contractor shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit Contractor's indemnity obligations contained in this Agreement. Wildfire makes no representation or warranty that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this contract by Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.8.3 Contractor shall provide coverage with limits of liability not less than those stated below.

a) Commercial General Liability – Occurrence Form

General Aggregate: The policy will have a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association (dba Wildfire) shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor"*.
- The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b) Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Agreement.

- Combined Single Limit (CSL) \$ 1,000,000
- The policy shall be endorsed to include the following additional insured language: *"Arizona Community Action Association DBA Wildfire shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.

c) Worker's Compensation and Employers' Liability

The policy will cover all obligations imposed by federal, state and local statutes with jurisdiction over Contractor's employees.

- The policy shall contain a waiver of subrogation against Arizona Community Action Association (dba Wildfire) and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3.8.4 Wherever additional insured status is required, such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Agreement. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

3.8.5 Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Wildfire.

3.8.6 Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. Wildfire makes no representation or warranty that the above-required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency. If Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this Agreement. If Contractor chooses to use SSCIP or another approved insurance pool as its insurance provider, Contractor would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.

3.8.7 Contractor shall furnish Wildfire with certificates of insurance (ACORD form or equivalent approved by Wildfire) as required by this Agreement. 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 Wildfire before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and remain in effect for the duration of the term of this Agreement. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

3.8.8 Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to Wildfire separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

4. Compliance with Terms of Funding.

4.1 **Contractor's Compliance with Terms of Funding.** Contractor acknowledges that Contractor's services will be part of the programs funded by the Funding Sources in *Section 1* pursuant to the Program Documents. Contractor agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the Attachments and Exhibits hereto and any written policies and procedures that Wildfire may send to Contractor from time to time, all of which are incorporated herein by this reference. The Program Documents require Wildfire to submit certain periodic reports to the Fund Sources. Contractor agrees to cooperate with Wildfire in preparing these reports. In addition, Contractor agrees to comply with all other reporting obligations under the Program Documents.

4.2 **Grants Management System Database (GMS).** Contractor will ensure that applications from all fund sources will be directly entered into the GMS Database, or transferred electronically, in accordance with the policies outlined in the Program Documents.

5. Confidential Information.

5.1 **Contractor's Obligation of Confidentiality.** Contractor recognizes that as a result of this Agreement and Contractor's performance of services hereunder Contractor will have access to confidential information ("Confidential Information"). Contractor will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of Wildfire, disclose Confidential Information to any person other than its legal counsel and other parties authorized by Wildfire in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. Contractor agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this *Section 5* for the benefit of Wildfire. Contractor agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. Contractor agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance

with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, Contractor. Any such non-compliance will constitute a breach of this Agreement by Contractor.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by Wildfire. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by Wildfire to Contractor, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the public prior to disclosure to Contractor; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by Contractor from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, Contractor will not be deemed in violation of this Agreement in the event Contractor discloses Confidential Information in response to a duly issued court order or subpoena if Contractor provides prompt advance notice thereof to Wildfire or if Contractor discloses data regarding applicants for assistance and program participants to the extent required by Contractor's reporting obligations under other agreements pursuant to which Contractor receives funding.

6. Audit and Inspection. Wildfire will have the right to audit and inspect Contractor's work to verify compliance with this Agreement. Contractor agrees to provide Wildfire and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of Contractor's books and records that relate to this Agreement. Contractor will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. Notices. All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. Limitation of Liability. Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and Contractor agrees to look solely to funds actually paid by the Fund Sources for Contractor invoices approved by the Fund Sources for all compensation and reimbursement hereunder. Wildfire's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to Wildfire or directly to Contractor) pursuant to the Program Documents. Wildfire intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to Wildfire, then Wildfire reserves the right to reduce Contractor's funding under this Agreement and to allocate the reduced funding among Contractor and other contractors as determined by Wildfire in its sole discretion.

9. Assignment; Subcontractors. Contractor may not assign Contractor's rights or obligations under this Agreement without Wildfire's prior written consent, which consent Wildfire may withhold in its sole discretion. Contractor may not use a subcontractor to perform any of Contractor's obligations under this Agreement without Wildfire's prior written

consent, which consent Wildfire will not unreasonably withhold. Wildfire's consent to an assignment or subcontractor will not release Contractor from any obligations hereunder.

10. **Choice of Law and Forum.** This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver.** This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals, Attachments and Exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **Counterparts; Email.** This Agreement may be executed in counterparts and delivered via email.

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

14. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.

15. **Exhibits.**

Exhibit A Home Energy Assistance Fund Policy Manual FY 2021

Exhibit B Federal Poverty Income Guidelines effective July 1, 2020 –
June 30, 2021

[Signature page follows]

INDEPENDENT CONTRACTOR AGREEMENT

20120-21 Utility Assistance Programs

Signature Page

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

CONTRACTOR

Gila County

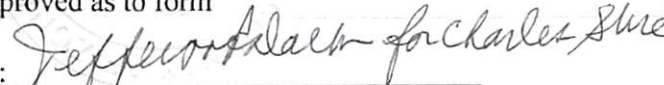
By: 

Name: Woody Cline

Title: Chairman

Date: 6/16/20

Approved as to form

By: 

Name: Jefferson R. Dalton for Charles Shire

Title: The Gila County Attorney's Office

Date: 6/16/20

Address:

5515 S Apache Ave, #200
Globe, AZ 85501

Email: mbuzan@gilacountyaz.gov

Arizona Community Action Association (dba
Wildfire), an Arizona nonprofit corporation

By: 

Name: Cynthia Zwick

Title: Executive Director

Date: MAY 22, 2020

Address:

340 E Palm Lane, Suite 315
Phoenix, Arizona 85004

Fax: 602-604-0644

E-mail: czwick@wildfireaz.org

ARF-6311

Regular Agenda Item 3. E.

Regular BOS Meeting

| | | | |
|-------------------------|-------------------------------------|-------------------|---------|
| <u>Meeting Date:</u> | 11/03/2020 | | |
| <u>Submitted For:</u> | Malissa Buzan, Director | | |
| <u>Submitted By:</u> | Allison Torres, Case Manager | | |
| <u>Department:</u> | Community Services | | |
| <u>Division:</u> | Comm. Action Program/Housing Servs. | | |
| <u>Fiscal Year:</u> | 2020-2021 | <u>Budgeted?:</u> | Yes |
| <u>Contract Dates</u> | July 1, 2020 - June 30, 2021 | <u>Grant?:</u> | Yes |
| <u>Begin & End:</u> | | | |
| <u>Matching</u> | No | <u>Fund?:</u> | Renewal |
| <u>Requirement?:</u> | | | |

Information

Request/Subject

Amendment No. 1 to Funding Agreement No. 214-20 with the Arizona Department of Housing (ADOH) for the Weatherization Assistance Program.

Background Information

Funding Agreement No. 214-20 was approved by the Gila County Board of Supervisors on August 4, 2020.

Evaluation

Amendment No. 1 to Funding Agreement No. 214-20 will provide an increase of \$6,344 in Administrative Funds, and \$72,850 in Project Funds for a total of \$79,194 in Low-Income Home Energy Assistance Program (LIHEAP) CARES Act funding to be used to provide weatherization services to eligible citizens residing in Gila County. Gila County will be required to serve ten units with the LIHEAP CARES Act funds.

Conclusion

If the Board of Supervisors approves this agreement, the Gila County Community Services Department, Housing Services, will receive funding to provide weatherization services to eligible citizens residing in Gila County.

Recommendation

The Community Services Department Director recommends that the Board of Supervisors approve this agreement in order for the Gila County Community Services Department, Housing Services, to provide weatherization services to eligible citizens residing in Gila County.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Funding Agreement No. 214-20 between the Arizona Department of Housing and the Gila County Community Services Department, Housing Services to provide an increase of \$6,344 in Administrative Funds and \$72,850 in Project Funds for a total of \$79,194 in Low-Income Home Energy Assistance Program (LIHEAP) CARES Act funding to be used to provide weatherization services to eligible citizens residing in Gila County for the period of July 1, 2020 through June 30, 2021. **(Malissa Buzan)**

Attachments

Amendment No. 1 to Funding Agreement No. 214-20

Contract No.: 214-20
Termination Date: June 30, 2020
Amendment No.: 001

AMENDMENT TO A
FUNDING AGREEMENT
Between
ARIZONA DEPARTMENT OF HOUSING
and
GILA COUNTY

This Agreement is made and entered into by and between the Arizona Department of Housing (ADOH), and GILA COUNTY (Recipient).

RECITALS

- 1) ADOH and Recipient have entered into a Contract, stipulating to an award through the State Housing Fund Program, Community Development Block Grant Programs or Weatherization Assistance Program by ADOH to Recipient for the purpose as outlined in the above referenced Funding Agreement; and
- 2) A revision to said Agreement is necessary; and
- 3) ADOH and Recipient agree that the revision is in the best interest of all parties, including beneficiary low-income households; ADOH and Recipient hereby agree to amend the subject agreement as follows:

AGREEMENT

Award increase for LIHEAP CARES Act funding. Increase includes \$6,344 in Administrative Funds and \$72,850 in Project Funds for a total of \$79,194. GILA COUNTY will be required to serve ten (10) units with LIHEAP CARES Act funds. LIHEAP CARES Act funding is to be expended prior to other LIHEAP funding. Contract expiration remains the same.

The agreement incorporates the Recital paragraphs set forth above.

The Following Attachments are amended and attached hereto:

- | | |
|----|---|
| A | Scope of Work |
| B | Amended Performance Report/Schedule of Completion |
| C. | Budget |
| D. | Request for Payment |

Any and all portions of subject Agreement that are not herein specifically amended shall remain unchanged.

In Witness Whereof, ADOH and Recipient have executed this Amendment that shall become effective when signed by ADOH.

THE ARIZONA,
DEPARTMENT OF HOUSING

GILA COUNTY
RECIPIENT

BY: _____

BY: _____

TITLE: Carol L. Ditmore

TITLE: Woody Cline

TITLE: Director

TITLE: Chairman, Board of Supervisors

DATE: _____

DATE: _____

Manager's Approval: KB

ATTACHMENT A
SCOPE OF WORK
REVISED 9/17/2020

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Department of Energy (DOE), Low Income Home Energy Assistance Program (LIHEAP) and LIHEAP CARES Act funds. Funding will allow Gila County (recipient) to provide installation/repair of energy efficiency measures to dwellings occupied by low-income households in Gila County Arizona.

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. DOE funds: 200% of Federal Poverty Guidelines as published annually; and
 - b. LIHEAP & LIHEAP CARES funds: 200% of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
 - a. Elderly at or above the age of 60;
 - b. Handicapped; and
 - c. Families with children at or below the age of five (5).
- C. DOE and LIHEAP WAP funding requires adherence to the Arizona Weatherization Assistance Program State Plan (State Plan), Health and Safety Plan (HSD Plan); Arizona Weatherization Policies and Procedures Handbook, Arizona "Success with Weatherization" Field Guide; Standard Work Specifications; and WAP Memorandum 15-10 Quality Management Plan. Units that do not received DOE funding will not be required to pass a QCI Inspection.
- D. Maximum investment per unit is as follows:
 - a. DOE: Average per unit investment over Program Year 2020 (July 1, 2020 to June 30, 2021) is \$7,669; and
 - b. LIHEAP and LIHEAP CARES: Average per unit investment over Program Year 2020 (July 1, 2020 to June 30, 2021) is \$10,000.
- E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.
- F. Gila County will be expected to fully expend awarded funds and complete the following number of units for each funding source:
 - a. DOE: 11 completed units passing Quality Control Inspection and ADOH WAP monitoring;
 - b. LIHEAP: 19 completed units passing final inspection and ADOH WAP monitoring; and
 - c. LIHEAP CARES: 10 completed units passing final inspection and ADOH WAP monitoring.



Arizona
Department
of Housing

WEATHERIZATION

REVISED 9/17/2020

ATTACHMENT B

| ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION | | | | Page 1 of 1 |
|---|---|---|-----------------------------|--------------|
| Recipient | Gila County | | Date | |
| Contract No | 214-20 | Contract Period: from 7/1/2020 to 6/30/2021 | Revision # | |
| Activity | Weatherization Assistance Program | | Oct Jan | April July |
| Recipient Address | Office of Community Services - 5515 S. Apache Ave., Suite 200 | | City | Globe |
| Contact Person | Estelle Belarde | | Zip Code | 85501 |
| Phone | 928-402-8685 | Email | ebelarde@gilacountyaz.gov | |
| Program Specialist | Gloria Castro | Email | gloria.castro@azhousing.gov | |
| | | | Fax | 928-402-8652 |
| | | | County | Gila |
| Indicate adherence to contract or schedule changes. Due by the 30th of August, October, December, February (last day of), April, June | | | | |
| Contract Schedule | Contract Date | Complete Yes/No | Modification Date | |
| Contract Execution | 7/1/2020 | | | |
| Completion of 2 DOE and 3 LIHEAP Units | 9/30/2020 | | | |
| Completion of 4 DOE and 6 LIHEAP Units (all numbers cumulative) | 12/30/2020 | | | |
| Completion of 7 DOE, 11 LIHEAP & 4 LIHEAP CARES Units (all numbers cumulative) | 3/31/2021 | | | |
| Completion of 11 DOE, 19 LIHEAP & 10 LIHEAP CARES Units (all numbers cumulative) | 6/30/2021 | | | |
| Project Complete-Contract Close Out | 7/31/2021 | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Please provide a brief description of activities performed this three month period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer questions at narrative section A. through H. | | | | |
| | | | | |
| A. # of DOE units 100% complete & QCI Passed? | | E. # of LIHEAP units 100% complete? | | |
| B. # of DOE units complete but need QCI? | | F. # of LIHEAP units under construction? | | |
| C. # of DOE units under construction? | | G. # of LIHEAP units out to bid? | | |
| D. # of DOE units out to bid? | | | | |
| | | | | |
| Recipient Authorized Signature | Date | Title | | |



Arizona
Department
of Housing

WEATHERIZATION

REVISED 9/17/2020

Attachment C

| Budget | | | | | | |
|----------------------------------|---|---------------|-----------------------------|---------------------|---------------------|-------------------------|
| Recipient | Gila County | | | Date | | |
| Contract No./File No. | 214-20 Contract Period: from 7/1/2020 to 6/30/2021 | | | Revision No. | | |
| Activity | Weatherization Assistance Program | | | | | |
| Recipient Address | Office of Community Services - 5515 S. Apache Ave., Suite 200 | | | City | Globe | |
| Contact Person | Estelle Belarde | | | Zip Code | 85501 | |
| Phone | 928-402-8685 | Email | ebelarde@gilacountyaz.gov | Fax | 928-402-8652 | |
| Program Specialist | Gloria Castro | Email | gloria.castro@azhousing.gov | County | Gila | |
| a | c | d | e | f | g | h |
| Budget Line Item or Activity No. | DOE FY2020 | LIHEAP FY2020 | LIHEAP CARES FY2020 | Source Program Year | Source Program Year | GRANT TOTAL ALL SOURCES |
| Administration Costs | \$ 10,461.00 | | | | | |
| Training & Technical Assistance | \$ 14,763.00 | | | | | |
| Program Operations | \$ 64,332.00 | | | | | |
| Health and Safety | \$ 9,600.00 | | | | | |
| Financial Audit | \$ - | | | | | |
| Liability Insurance | \$ - | | | | | |
| LIHEAP Administration | | \$ 5,492.00 | | | | |
| LIHEAP Training/TA | | \$ 1,371.00 | | | | |
| LIHEAP Program Operations | | \$ 124,764.00 | | | | |
| LIHEAP CARES Administration | | | \$ 6,344.00 | | | |
| LIHEAP CARES Program Ops | | | \$ 72,850.00 | | | |
| Total | \$99,156.00 | \$131,627.00 | \$79,194.00 | | | \$309,977.00 |

REV. 5-2016



Arizona
Department
of Housing
REVISED 9/17/2020

WEATHERIZATION

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

| | | | |
|--------------------|---|-----------------|-----------------------------|
| Recipient | Gila County | Date | |
| Contract No | 214-20 Contract Period: from 7/1/2020 to 6/30/2021 | Pay Req. No/Mo | |
| Activity | Weatherization Assistance Program | Direct Wire Dep | Yes No |
| Recipient Address | Office of Community Services - 5515 S. Apache Ave., Suite 200 | City | Globe |
| Contact Person | Estelle Belarde | ZIP | 85501 |
| Phone | 928-402-8685 | Email | ebelarde@gilacountyaz.gov |
| Program Specialist | Gloria Castro | Email | gloria_castro@azhousing.gov |
| | | Fax | 928-402-8652 |
| | | County | Gila |

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. SIGNATURES are required for processing.

| a | b | c | d | d | e | f | g | h |
|----------------------------------|----------|--------------|---------------|---------------------|---------------------------|--------------------|------------------------|---------------|
| Budget Line Item or Activity No. | ASAP No. | DOE FY2020 | LIHEAP FY2020 | LIHEAP CARES FY2020 | Total Amount Req. to Date | Balance in Account | Amount of this Request | New Balance |
| 1. DOE Administration | | \$ 10,461.00 | | | | \$ 10,461.00 | | \$ 10,461.00 |
| 2. DOE Training & TA | | \$ 14,763.00 | | | | \$ 14,763.00 | | \$ 14,763.00 |
| 3. DOE Program Ops | | \$ 64,332.00 | | | | \$ 64,332.00 | | \$ 64,332.00 |
| 4. DOE Health & Safety | | \$ 9,600.00 | | | | \$ 9,600.00 | | \$ 9,600.00 |
| 5. DOE Financial Audit | | \$ - | | | | \$ - | | \$ - |
| 6. DOE Liability Ins | | \$ - | | | | \$ - | | \$ - |
| 7. DOE Total Draw | | | | | | | 0.00 | \$ 99,156.00 |
| 8. LIHEAP Admin. | N/A | | \$ 5,492.00 | | | \$ 5,492.00 | | \$ 5,492.00 |
| 9. LIHEAP Training/TA | N/A | | \$ 1,371.00 | | | \$ 1,371.00 | | \$ 1,371.00 |
| 10. LIHEAP Program Ops | N/A | | \$ 124,764.00 | | | \$ 124,764.00 | | \$ 124,764.00 |
| 11. LIHEAP Total Draw | N/A | | | | | | 0.00 | \$ 131,627.00 |
| 12. LIHEAP CARES Admin. | N/A | | | \$ 6,344.00 | | \$ 6,344.00 | | \$ 6,344.00 |
| 13. LIHEAP CARES Prg. Ops. | N/A | | | \$ 72,850.00 | | \$ 72,850.00 | | \$ 72,850.00 |
| 14. LIHEAP CARES Total | N/A | | | | | | 0.00 | \$ 79,194.00 |
| Total | | \$ 99,156.00 | \$ 131,627.00 | \$ 79,194.00 | \$ - | \$ 309,977.00 | \$ - | \$ 309,977.00 |

| | | |
|--|----------------------------------|--------------------------------------|
| Recipient Authorized Signature | Date | Title |
| Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary. | | |
| Performance Reports | Current <input type="checkbox"/> | Not Current <input type="checkbox"/> |
| ADOH Program Specialist Approval | | Date |
| For ADOH Use Only | | ADOH Program Administrator Appr Date |

REV. 1-2014

FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING

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**FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING**

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**FUNDING AGREEMENT
with
ARIZONA DEPARTMENT OF HOUSING**

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- ☒ A Scope of Work
- ☒ B Performance Report/Schedule of Completion
- ☒ C Budget
- ☒ D Request for Payment Form
- ☒ E Special Conditions of the Agreement
- ☐ F Certification and Other Requirements Relating to Title I or Title II Assistance
- ☐ G Authorizing Resolution(s)
- ☐ H Additional Provisions of the 2013 HOME Final Rule (Effective August 23, 2013)

AGREEMENT NO. 214-20
TERMINATION DATE June 30, 2021

**FUNDING AGREEMENT
BETWEEN THE ARIZONA DEPARTMENT OF HOUSING
AND
GILA COUNTY
FOR
WEATHERIZATION ASSISTANCE PROGRAM**

This Funding Agreement is made by and between:

The **Arizona Department of Housing ("ADOH")**, located at, 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007, acting pursuant to A.R.S. § 41-3953 and (please select applicable funding source):

- ☐ Title I of the Housing and Community Development Act of 1974, as amended (Community Development Block Grant) ("**CDBG**").
- ☐ Title II of the National Affordable Housing Act of 1990, as amended (HOME Investments Partnerships Program) ("**HOME**").
- ☐ A.R.S. § 41-3955 (State Housing Trust Fund) ("**HTF**").
- ☐ A.R.S. § 41-3957 (State Housing Program Fund) ("**HPF**").
- ☐ The AIDS Housing Opportunity Act of 1992, as amended, 42 U.S.C. Section 12902 (Housing Opportunities for Persons with HIV/AIDS) ("**HOPWA**").
- ☐ Title IV Part 578 of the McKinney-Vento Homeless Assistance Act of 1987, as amended, 42 USC. 11301 et seq. and the Continuum of Care Program regulations as amended by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 (Continuum of Care) ("**COC**").
- ☐ Title I of the Housing and Economic Recovery Act of 2008, Section 1338 (Public Law 110-289). (National Housing Trust Fund) ("**NHTF**").
- ☒ Part A of the Energy and Conservation in Existing Buildings Act of 1976, as amended and 42 U.S.C. Section 6861 (Department of Energy Weatherization Assistance Program for Low Income Persons) ("**DOE WAP**").
- ☒ Low Income Energy Assistance Act of 1981, as amended, 42 U.S.C. Section 8621-8630, (Low Income Home Energy Assistance Program) ("**LIHEAP WAP**").

☐ Southwest Gas Corporation, Weatherization Assistance Program ("SWG WAP").

and

GILA COUNTY

(Entity)

An Arizona County ("Recipient") DUNS #02-407-1339, located at

Office of Community Services, 5515 S. Apache Ave., Suite 200

Street

Globe, Arizona 85501

City State Zip

In consideration of the mutual representations and obligations hereunder,
ADOH and Recipient agree as follows:

Section 1. FUNDS PROVIDED

ADOH agrees to provide \$230,783.00 in the following type of funds to Recipient in accordance with this Agreement. ADOH is entitled to change the funding sources as described in this section, in its sole discretion, so long as the total amount of funds to be disbursed is not affected thereby.

☐ CDBG, CFDA # 14.228
Federal Fiscal Year _____
\$ _____

☐ HOME, CFDA # 14.239
Federal Fiscal Year _____
\$ _____

☐ HTF
State Fiscal Year _____
\$ _____

☐ HPF
State Fiscal Year _____
\$ _____

☐ HOPWA, CFDA # 14.241
Federal Fiscal Year _____
\$ _____

☐ COC, CFDA # 14.267
Federal Fiscal Year _____
\$ _____

- ☐ NHTF, CFDA # 14.275
Federal Fiscal Year _____
\$ _____
- ☒ DOE WAP, CFDA # 81.042
Federal Fiscal Year 2020
\$99,156.00
- ☒ LIHEAP WAP, CFDA # 93.568
Federal Fiscal Year 2020
\$131,627.00
- ☐ SWG WAP
State Fiscal Year _____
\$ _____

Section 2. OTHER FUNDS

If applicable, Recipient agrees to secure funding other than that listed in **Section 1** for the completion of this Agreement as indicated in the *Budget* attached hereto as **Attachment C**. ADOH reserves the right to rescind some or all of the funding committed through this Agreement if other funding sources become unavailable.

Section 3. ACCEPTANCE OF FUNDS

Recipient hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to ADOH within thirty (30) days of receipt unless Recipient receives a written waiver of this requirement by ADOH.

Section 4. DURATION

This Agreement shall be effective beginning on the date of execution by ADOH and shall remain in effect until JUNE 30, 2021 unless sooner terminated, extended or otherwise amended in accordance with the terms of this Agreement.

Section 5. INCORPORATION OF TERMS FOR COMPLIANCE WITH PROGRAM REQUIREMENTS AND APPLICABLE STATE AND FEDERAL LAW

Recipient shall carry out each activity in compliance with all applicable State and Federal laws, Federal regulations and other requirements including, but not limited to, the provisions indicated as marked below and hereby incorporated into this Agreement, as if fully set forth herein. Also incorporated into this Agreement as applicable, are the terms of any resolution authorizing Recipient's application for funds, which is attached hereto as

Attachment G, Authorizing Resolution(s) and any Special Conditions of the Agreement
attached hereto as **Attachment E**.

- ☐ CDBG funds require adherence to the following provisions as revised: (1) 24 CFR Part 570; (2) *Certification and Other Requirements Relating to Title I Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; (6) *CDBG Application Handbook*; (7) *CDBG Grant Administration Handbook*; and (8) *CDBG Procurement, Contracts and Acquisition Handbook* (collectively "the Incorporated Documents") as each may be amended from time to time. In the event of a conflict between the terms of this Agreement and the terms of the Incorporated Documents, the terms of this Agreement shall govern.
- ☐ HOME funds require adherence to the following provisions as revised: (1) 24 CFR Part 92; (2) *Certification and Other Requirements Relating to Title II Assistance* attached hereto as Attachment F; (3) the provisions contained in the *State of Arizona Consolidated Plan*; (4) *ADOH ERR Handbook*; (5) *ADOH Labor Standards Handbook*; and (6) the *State Housing Fund Program Summary and Application Guide*.
- ☐ HTF funds require adherence to the *State Housing Fund Program Summary and Application Guide* as revised.
- ☐ HPF funds require adherence to the *Special Needs Housing Manual* as revised.
- ☐ COC funds require adherence to the following provisions as revised: (1) 24 CFR Part 578; and (2) the *Special Needs Housing Manual*.
- ☐ HOPWA funds require adherence to the following provisions as revised: (1) 24 CFR Part 574; and (2) the *Special Needs Housing Manual*.
- ☐ NHTF requires adherence to the following provisions as revised: (1) 24 CFR Parts 91 and 93, *Housing Trust Fund Interim Rule*; (2) the provisions contained in the *State of Arizona Consolidated Plan*; (3) *State Housing Fund Program Summary and Application Guide*; (4) *State of Arizona Qualified Allocation Plan*; and (5) *National Housing Trust Fund Allocation Plan*.
- ☒ DOE WAP funds require adherence to the following provisions as revised: (1) 10 CFR Part 440 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and Procedures Handbook*; (5) *Arizona Weatherization Assistance Program Field Guide*; (6) *Standard Work Specifications*; and (7) *WAP Memorandum 15-10 Quality Management Plan*.
- ☒ LIHEAP WAP funds require adherence to the following provisions: (1) 45 CFR Part 96 as revised; (2) the *Arizona Weatherization Assistance Program State Plan (State Plan)*; (3) *Health and Safety Plan (HSD Plan)*; (4) the *Arizona Weatherization Policies and*

Procedures Handbook; (5) Arizona Weatherization Assistance Program Field Guide; (6) Standard Work Specifications; and (7) WAP Memorandum 15-10 Quality Management Plan.

- ☐ **SWG WAP** funds require adherence to the following provisions: (1) *the Arizona Weatherization Assistance Program State Plan (State Plan); (2) Health and Safety Plan (HSD Plan); (3) the Arizona Weatherization Policies and Procedures Handbook; (4) Arizona Weatherization Assistance Program Field Guide; (5) Standard Work Specifications; and (6) WAP Memorandum 15-10 Quality Management Plan.*

Section 6. SCOPE OF WORK

Recipient agrees to utilize all funds made available under this Agreement only for the purpose of implementing the *Scope of Work* hereby incorporated into this Agreement and described in Attachment A.

Revisions to Scope of Work. Recipient agrees to follow the procedures indicated as marked below regarding changes to the *Scope of Work*.

Revisions to the *Scope of Work* that change the manner in which an activity is to be executed or that change final outcome such as number of units, feet of utility line, number of households served, square footage of building, etc. require written approval from ADOH. The following substantial revisions to the *Scope of Work* require written amendment to this Agreement:

- (a) The purpose of the project changes;
- (b) The location of the project changes;
- (c) A project activity is added, deleted or altered such that it becomes a different activity;
- (d) The beneficiary of any activity changes;
- (e) Recipient is requesting a change to the loan or grant terms. Recipient must submit a written request for an Agreement amendment to ADOH, with a revised *Scope of Work* attached;
- (f) The ownership entity changes; and
- (g) Any other changes that involve program requirements.

ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

Section 7. REPORTS

Recipient shall be responsible for providing various reports of all activities related to this Agreement as identified below and as requested by ADOH or HUD. Recipient shall also provide to ADOH any additional written information requested by ADOH in a timely manner and within reasonable deadlines as shall be set by ADOH.

7.1 Performance Report. Recipient agrees to submit the ADOH *Performance Report* respective of the types of projects indicated below and attached as Attachment B.

- ☐ **HOME, NHTF, HTF funded rental development projects ("Rental Projects") or HPF funded rapid rehousing projects:** Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December).
- ☐ **HOME, HTF and CDBG non-rental projects ("HOME, HTF and CDBG Non-Rental Projects").** Recipient must submit a *Monthly Progress Report* attached hereto as Attachment B. The Monthly Progress Report must be submitted to ADOH on the 15th of each month and address activities of the preceding one (1) month (i.e. the July report covers the month of June). Failure to submit timely Monthly Progress Reports will result in suspension of payment reimbursement requests until such reports are brought current.
- ☐ **COC funded assistance for persons who are homeless ("Homeless Projects").** ADOH is required to administer the program during the contract term, which is synonymous with the HUD grant term and as set forth in Section 4. Recipient must submit a *Bimonthly Performance Report* attached hereto as Attachment B. The Bimonthly Progress Report must be submitted to ADOH on the 20th of January, March, May, July, September and November and address activities of the preceding two (2) months (i.e. the January report covers the months of November and December). Recipient shall submit *Annual Progress Report (APR)* data from HMIS to ADOH, no later than thirty (30) days following the contract termination date listed on Page 1 of the Agreement.
- ☐ **HOPWA funded rental assistance and services ("HOPWA Projects").** A Recipient of HOPWA awarded funding shall administer said program in the contract term as set forth in Section 4 and submit one (1) *HUD Consolidated Annual Performance Evaluation Report (CAPER)* in accordance with the schedule set forth in Attachment B no later than sixty (60) days following the end of Fiscal Year date which is June 30th annually.
- ☒ **DOE WAP, LIHEAP WAP and SWG WAP funded projects ("Weatherization Projects").** Recipient must submit a *Monthly Performance Report* attached hereto as Attachment B. The Monthly Performance Report must be submitted to ADOH on the 30th (for the month of February, the last calendar day of the month) of each month and address activities of the preceding month (i.e. the January 30th report covers the month of December).

7.2 Contract Closeout—Completion Reports and Post-Funding Audits. Recipient's obligation to ADOH under this Agreement shall not end until all closeout

requirements described in this paragraph are completed. ADOH will notify Recipient in writing that a Completion Report is due to ADOH within sixty (60) days of one (1) of the following occurrences:

- (a) The funds have been expended;
- (b) The Scope of Work has been completed;
- (c) The contract period set forth in this Agreement has expired; or
- (d) The Agreement has been otherwise terminated.

The Completion Report shall contain the information identified in the notice.

Following the receipt and approval of the Completion Report, ADOH will notify Recipient in writing that the Agreement is administratively closed.

After the project is administratively closed, Recipient must submit all required audits to ADOH. All audits for fiscal years in which Recipient received funds from ADOH must be received, reviewed and found to be satisfactory by ADOH. In the event that ADOH determines that any project costs described in a post-funding audit are unjustified or describe ineligible activities, Recipient will be required to refund such monies back to ADOH.

Section 8. SCHEDULE OF COMPLETION

Recipient agrees to make progress with the *Scope of Work* in accordance with the *Schedule of Completion* hereby incorporated into this Agreement and described in Attachment B.

Revisions to the Schedule of Completion. Recipient agrees to follow the procedures indicated as marked below regarding changes to the Schedule of Completion.

- ☐ **Rental Projects funded with HOME or HTF.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Bimonthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- ☐ **Non-Rental Projects funded with HOME, HTF and CDBG.** Recipient must notify ADOH of revisions to the *Schedule of Completion* using the *Monthly Performance Report*, attached hereto as Attachment B. To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within

fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.

- ☐ **Homeless Projects funded with HTF, HPF or COC.** To the extent that the changes cause the schedule timeline to be extended, Recipient must submit a written request for a contract amendment to ADOH with a revised *Schedule of Completion and Performance Report* attached. Contract amendment requests must be received by ADOH a minimum of thirty (30) days prior to the contract expiration date. ADOH will respond to the written request within fourteen (14) business days. Amendments may not be implemented until ADOH consents in writing and an amendment to the Agreement has been executed.
- ☒ **Weatherization.** Projects funded with DOE WAP, LIHEAP and/or SWG WAP. Recipients will have twelve (12) months to complete the Scope of Work with no extensions. ADOH may, based on a review of the progress of Recipient completed units and expenditures, move funds from a non or under-performing Recipient to a Recipient meeting or exceeding their performance goals. ADOH will review the performance of the Recipient on a monthly basis. The first re-allocation of funds if applicable would occur at six (6) months with additional re-allocations, if needed, at the eight (8) month and ten (10) month time periods.

Section 9. BUDGET

Recipient agrees to use the funds provided pursuant to this Agreement in accordance with the Budget that is attached as Attachment C. Recipient further agrees that any project costs, unless otherwise specified, exceeding the Budget shall be the sole responsibility of Recipient.

Availability of funding under this Agreement is contingent on final review and approval of the Budget. Budgetary considerations for specific programs are described below:

- ☐ **CDBG Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another. The following substantial revisions to the *Budget* require a contract amendment:
- (a) Funds are moved from one Budget Activity Line Item to another and the change in the Budget Activity Line from which it is moved or to which it is being moved exceeds fifty percent (50%), unless the move is from administration to a non-administration activity, in which case only written notice without a contract amendment is required;
 - (b) Additional funding sources are added to the Project;
 - (c) Recipient is requesting a change to the grant terms.

☐ **HOME, HOPWA, HPF, NHTF and HTF Revisions to the Budget.** Recipient must obtain prior written approval from ADOH to move funds from one Budget Activity Line Item to another. ADOH will only approve changes to the Budget for eligible costs as outlined in the State Housing Fund program. The following substantial revisions to the *Budget* require a contract amendment:

- (a) Additional funding sources are added to the project which require a project to be re-underwritten to determine gap;
- (b) Recipient is requesting a change to the loan terms.

☒ **WEATHERIZATION Revisions to the Budget.** Recipient must obtain written approval from ADOH to move funds from one Budget Activity Line Item to another.

See Section 10 for changes that affect the Budget.

Recipient shall not retain any funds that are drawn down in excess of immediate cash needs (to be utilized within fifteen (15) days of draw down) to cover subsequent requests for reimbursement and must return them to ADOH within thirty (30) days of receipt. Recipient must also return to ADOH any interest that is earned on these funds that are drawn down and not expended for eligible costs within fifteen (15) days of draw down.

Section 10. AMENDMENTS AND MODIFICATIONS

ADOH may consent to amendment or modification of this Agreement upon written request of Recipient. All amendments or modifications to this Agreement shall be by mutual consent of the parties in writing.

Requests for amendments or modifications that result in changes to the Budget must be supported by a revised Budget that is otherwise consistent with Section 9.

ADOH will respond to the request for amendment or modification to this Agreement within fourteen (14) business days.

Section 11. ENVIRONMENTAL REVIEW CONDITIONS

In accordance with 24 CFR 50 and 24 CFR 58 ("Environmental Review"), the environmental effects of each activity carried out with federal funds must be assessed. Local government entities are responsible for conducting environmental reviews and requesting a release of funds from ADOH. Non-profits and other non-governmental entities are responsible for conducting Environmental Reviews before ADOH requests a release of funds from HUD. Completion of the Environmental Review Record ("ERR") is mandatory before taking any physical action on a site or entering into contracts. Only exempt activities such as architecture, engineering and administration may be undertaken and reimbursed by ADOH prior to receiving a written release of funds. Exempt activities described in 24 CFR 58.34(a)(1)-

(11) are activities that generally have no physical impact on the environment. If federal funds are involved in a project, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD or ADOH has provided written authorization based on approval of an ERR.

An option agreement (to purchase land) on a proposed site or property is allowable prior to the completion of the Environmental Review if the option agreement is contingent upon an ADOH or HUD authorization to use funds based on a completed ERR. The cost of the option must be a nominal portion of the purchase price.

Projects funded solely with Housing Trust Funds do not require an ERR but are required to meet the requirements of the State Historic Preservation Act by consulting with the State Historic Preservation Office (SHPO). For State Housing Funded projects, Phase I Environmental Assessments are required to be completed on properties for which new construction/change in use is proposed, regardless of whether federal or state funds are the source of funding. Expenditures incurred or obligated by construction contract prior to ADOH's release of funds or consultation with SHPO will not be reimbursed by ADOH.

Recipients who had committed or expended non-federal funds to begin a project before receiving the authorization from ADOH or HUD may still be eligible to use federal funds on the project under the following circumstances:

- (a) Recipients started the project without the intention of using federal assistance (i.e. as evidenced by other anticipated funding, the original project budget, etc.);
- (b) All work on the project ceases once an application for federal funds is made and an ERR is begun on all activities (i.e. acquisition, construction, etc.). ADOH or HUD provides authorization to proceed based on the completed ERR.

☒ **WEATHERIZATION (DOE WAP, LIHEAP WAP).** DOE has made a final NEPA determination for all activities under this Funding Agreement that are listed in the State Plan formally approved by DOE and incorporated into this Funding Agreement. Recipients are responsible for compliance with Section 106 pursuant to 36 CFR Part 800.2 (c)(4).

Section 12. APPLICATION AND OTHER PRE-AWARD COSTS

Recipient may use a portion of the funds provided hereunder to reimburse itself for exempt activities pursuant to 24 CFR 58.34(a)(1)-(11) such as architecture, engineering, testing and sampling of asbestos and capital needs assessments and environmental reviews.

☐ **CDBG.** If Recipient is receiving funding under this Agreement from the CDBG program, in accordance with federal procedures, Recipient may use funds provided

hereunder to reimburse it or to pay for costs incurred in preparing the application. In no event shall such compensation exceed eighteen percent (18%) of the total funding provided to Recipient by ADOH.

Section 13. COMPENSATION AND METHOD OF PAYMENT

Subject to availability of and receipt of funds from the State's Unclaimed Property Fund (for state HTF funds) and/or the United States Treasury (for HOME, CDBG, COC, NHTF HOPWA, DOE WAP and LIHEAP WAP funds) and the commitment of other required funding as indicated in Recipient's application, ADOH agrees to reimburse or advance Recipient for authorized expenditures according to the *Budget* in Attachment C. Recipient must maintain invoices and other similar documentation to support payment expenses under those generally accepted accounting principles and procedures approved by ADOH and outlined in 2 CFR 200 as applicable; 24 CFR Parts 44, 92 and 570 as applicable; and 10 CFR 440 and 600 as applicable.

Recipient may request funds only after the date of the executed Agreement and other legal documents as applicable, provided Recipient has satisfied ADOH funding contingencies and federal Environmental Review conditions. Requests for reimbursement must be made using the ADOH *Request for Payment* form hereby incorporated into this Agreement and attached as Attachment D. For construction projects, Release of Lien documents must be attached to the Request for Payment in amounts proportionate to contractor reimbursement requests.

Recipient must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may be otherwise reasonably required to permit ADOH to determine or confirm that any such expenditures are prudent and within the Scope of Work.

Recipient's right to incur expenses under this Agreement shall cease upon expiration of this Agreement. All requests for reimbursement on expenditures made prior to expiration of this Agreement must be requested within sixty (60) days after expiration. Unless expressly authorized by ADOH in writing, expenditures not requested within the sixty (60) day period after expiration of this Agreement shall be disallowed and all funds shall be reclaimed by ADOH.

Section 14. FUNDS RECOUPED BY RECIPIENT, INTEREST AND PROGRAM INCOME

14.1 Definitions. For purposes of this section, the following definitions shall apply:

"Funds Recouped by Recipient" means funds initially provided by ADOH to Recipient under this Agreement and any matching contributions that are recouped by Recipient when: (1) the funds provided by ADOH under this Agreement or matching contributions or the proceeds of funds provided by ADOH (including, but not limited to, equipment or housing) do not continue to be used for an approved purpose or eligible activity, as described in applicable law or regulations, for the full period of affordability required by this Agreement; or (2) when a State-assisted homeownership housing does not continue to be the principal residence of the assisted homebuyer for the full affordability period required by this Agreement. Funds Recouped by Recipient are subject to all the requirements of Program Income described below with the exception that Recipient shall not use Funds Recouped by Recipient for administrative purposes. For this reason, Recipient must separately account for all Funds Recouped by Recipient.

"Interest" means any compensation paid or to be paid for the use or deposit of the funds provided by ADOH to Recipient under this Agreement.

"Program Income" means gross income received by Recipient directly generated from the use of funds provided by ADOH under this Agreement. When Program Income is generated by housing that is only partially assisted with funds provided by ADOH under this Agreement or matching contributions, the income shall be prorated to reflect the percentage of funds provided by ADOH under this Agreement. Program Income includes, but is not limited to, the following: (1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with funds provided by ADOH under this Agreement; (2) gross income from the use or rental of real or personal property acquired by Recipient with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (3) payments of principal and interest on loans made using funds provided by ADOH under this Agreement or matching contributions; (4) proceeds from the sale of loans made with funds provided by ADOH under this Agreement or matching contributions; (5) proceeds from sale of obligations secured by loans made with funds provided by ADOH under this Agreement or matching contributions; (6) Interest earned on Program Income pending its disposition; (7) proceeds from the disposition of equipment purchased with CDBG funds; (8) gross income from the use or rental of real property, owned by Recipient, that was constructed or improved with funds provided by ADOH under this Agreement, less costs incidental to generation of the income; (9) if the funds provided by ADOH under this Agreement are from the CDBG Program, funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG portion of a public improvement; and (10) if the funds provided by ADOH under this Agreement are from the HOME Program, any other interest or return on the investment permitted under 24 C.F.R. Part 92.205(b) of HOME funds or matching contributions.

14.2 Use of Program Income and Funds Recouped by Recipient.

Recipient is not authorized by ADOH to retain and reuse Program Income, Funds Recouped by Recipient or accrued Interest as described in the following paragraph(s) except as authorized by ADOH through a written agreement.

Recipient must return all Program Income, Funds Recouped by Recipient and Interest to ADOH within thirty (30) days of receipt.

Recipient must remit to ADOH any Program Income, Funds Recouped by Recipient or Interest on hand at the time of expiration, cancellation, or termination of this Agreement or subsequently received by Recipient within **thirty (30) days** of receipt by Recipient.

Section 15. DE-OBLIGATION, RECAPTURE AND REPAYMENT OF FUNDS

15.1 De-obligation. ADOH may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances: (1) Recipient has completed performance under the *Scope of Work* (Attachment A) without using all of the funds provided by ADOH under this Agreement; (2) this Agreement expires and not all funds have been expended; (3) ADOH's original allocation was a loan and Recipient or Sub-recipient paid the loan; (4) Recipient, with the consent of ADOH, cancelled or changed an activity required under the *Scope of Work* for reasons other than non-performance; or (5) Recipient receives Program Income that has not been included in the budget or set forth in the *Scope of Work*; and (6) this Agreement has otherwise been terminated. ADOH may de-obligate funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.2 Reallocation of De-obligated HOME or State HTF Funds. If the funds provided by ADOH under this Agreement are from the State HTF or the HOME Program, ADOH may reallocate funds that it has de-obligated under this Agreement as it determines in its sole discretion.

15.3 Reallocation of De-obligated CDBG Funds. If the funds provided by ADOH under this Agreement are from the CDBG Program, ADOH may reallocate funds that it has de-obligated under this Agreement to Recipient from which the funds were de-obligated for use under an existing or new funding contract of the same funding year if Recipient can immediately commit the reallocated funds to a project and execute a new or amended funding contract within sixty (60) calendar days of the reallocation. If ADOH is not able to reallocate funds that it has de-obligated under this Agreement in accordance with the foregoing sentence of this subsection, ADOH may reallocate those funds as it determines in its sole discretion.

15.4 Recapture. ADOH may reduce funds from the amount of the funding award evidenced by this Agreement, without regard to the source of funding, under the following

circumstances: (1) ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations (non-compliance); or (2) Recipient fails to perform in accordance with the performance obligations set forth in the *Scope of Work* (Attachment A) and the *Schedule of Completion* (Attachment B) or the terms of this Agreement. ADOH may recapture funds under this Agreement under the foregoing circumstances upon written notice to Recipient.

15.5 Reallocation of Recaptured Funds. ADOH may reallocate funds that it has recaptured under this Agreement, without regard to the source of funding, as it determines in its sole discretion.

15.6 Repayment of Funds. Recipient agrees to repay funds provided under this contract if ADOH determines that Recipient has failed to use the funds provided by ADOH under this Agreement in compliance with the terms of this Agreement or the requirements of applicable laws and regulations. ADOH may specify in writing the terms of the repayment or alternative terms in lieu of repayment; however, in no case shall repayment or alternative terms be accomplished later than 180 days following the written determination of non-compliance by ADOH.

Section 16. REVERSION OF ASSETS

16.1 Funds Remaining at Expiration. Upon expiration of this Agreement, Recipient shall transfer to ADOH any unexpended funds advanced to Recipient by ADOH under this Agreement.

16.2 Real Property Acquired or Improved with CDBG Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds, for non-owner occupied use, provided to Recipient by ADOH under this Agreement (including CDBG funds provided to Recipient in the form of a loan) in excess of \$25,000, shall either: (1) be used to meet one of the national objectives in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by Recipient; or (2) not be used in accordance with 24 CFR Part 570.503(b)(8)(i), in which event Recipient shall pay to ADOH an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. No payment is required after the period of time specified in 24 CFR Part 570.503 (b)(8)(i).

16.3 Real Property Acquired or Improved with HOME Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with HOME funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and

obligations described in any applicable Declaration of Conditions, Covenants and Restrictions ("CC&Rs") for the period of affordability set forth in 24 CFR Part 92.252.

16.4 Real Property Acquired or Improved with State Housing Trust Funds. Upon expiration of this Agreement, any real property under Recipient's control that was acquired or improved in whole or in part with state HTF funds, for non-owner occupied uses, provided to Recipient by ADOH under this Agreement (including funds provided to Recipient in the form of a loan), must be occupied only by households that are eligible as low-income families and must meet the requirements to qualify as affordable housing and is subject to encumbrances and obligations described in any applicable Declaration of CC&Rs for the period of affordability set forth in the CC&Rs.

Section 17. DEPARTMENT OF HOUSING RESPONSIBILITIES

ADOH shall monitor and evaluate Recipient to determine compliance with and performance under this Agreement. A summary of discrepancies noted by ADOH during monitoring visits will be specified in writing. Appropriate time for correction of discrepancies will be specified in the written report to Recipient. ADOH shall follow up on discrepancies to ensure that they have been corrected in a timely manner. The failure of ADOH to require timely performance of any provision of this Agreement shall in no way affect the right of ADOH thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as waiver of the provision itself.

ADOH shall provide reasonable technical assistance to assist Recipient to comply with program requirements for the provision of services under this Agreement. However, this in no way relieves Recipient of full responsibility for its acts or omissions in the performance of activities required by this Agreement.

Section 18. SUBCONTRACTING

Recipient shall not disburse any funds received under this Agreement without fully completed written agreements with subcontractors requiring they follow all provisions of this Agreement and a completed Environmental Review pursuant to Section 11 of this Agreement.

The use of subcontractors does not relieve Recipient of responsibility for ensuring the administration of the provided funds in accordance with all applicable program requirements. Recipient is responsible for determining the adequacy of performance under subcontractor agreements and procurement contracts and for taking appropriate action when performance issues arise.

Section 19. FAILURE TO MAKE PROGRESS

Failure of Recipient to make progress according to the Schedule of Completion, attached hereto as Attachment B may result in contract termination, de-obligation of funds or

recapture of funds. Recipient agrees to meet with ADOH at the site in which the funded activity is taking place to discuss progress and allow ADOH to provide technical assistance if:

- (a) Recipient fails to begin work on its Environmental Review pursuant to Section 11 within the sixty (60) calendar days from the date ADOH executes this Agreement;
- (b) Recipient fails to expend any funds in performance of and in accordance with the terms of this Agreement within ninety (90) calendar days from the inception date of this Agreement.

ADOH will terminate any Agreement and recapture funds from the same Agreement in which Recipient does not commence any of the activities described in the *Scope of Work* (Attachment A) or fails to expend any funds in accordance with the *Budget* (Attachment C) within 180 calendar days from the full execution date of this Agreement. ADOH may in its sole discretion, forgo providing technical assistance and recapture funds as outlined in this Agreement under Section 15.4 hereof and/or terminate this Agreement for cause pursuant to Section 20 of this Agreement.

Section 20. TERMINATION FOR CAUSE

ADOH may terminate this Agreement in whole or in part at any time whenever it determines that Recipient has failed to comply with the conditions hereof including, but not limited to the Scope of Work set forth in Attachment A, Schedule of Completion set forth in Attachment B and Budget set forth in Attachment C to this Agreement. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for cause with such notification to include the reason(s) for the termination and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall recapture all funds allocated to Recipient under this Agreement pursuant to Section 15.4 hereof and obtain repayment of funds expended pursuant to Section 15.6, hereof.

Section 21. TERMINATION FOR CONVENIENCE

ADOH or Recipient may terminate this Agreement in whole or part (one (1) or more activities) if either party believes that continuation will not produce beneficial results. If ADOH so determines, it shall notify Recipient in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If Recipient so determines, it shall notify ADOH in writing by certified mail, return receipt requested, of such termination for convenience and the effective date of termination. If ADOH terminates this Agreement pursuant to this Section, ADOH shall de-obligate, recapture or receive repayment, as applicable, all funds allocated to Recipient under this Agreement pursuant to Section 15 hereof.

Section 22. ENFORCEMENT

22.1 Remedies for Noncompliance. If Recipient materially fails to comply with any term of this Agreement or applicable law, ADOH may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by Recipient or more severe enforcement action by the awarding agency;
- (b) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (c) Wholly or partly suspend or terminate the award evidenced by this Agreement;
- (d) Withhold further awards to Recipient's project funded by the award evidenced by this Agreement;
- (e) Recapture funds and terminate contract;
- (f) Withhold future ADOH grant awards from all sources; or
- (g) Take other remedies that may be legally available.

22.2 Appealable Agency Action. Enforcement action taken under this section is an appealable agency action pursuant to A.R.S., Title 41, Chapter 6, Article 10.

22.3 Effects of suspension and termination. Costs incurred by Recipient resulting from obligations incurred by Recipient during a suspension or after termination of an award are not allowable unless ADOH expressly authorizes them in the notice of suspension or termination or subsequently.

22.4 Relationship to debarment and suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Recipient from being subject to "Debarment and Suspension" under the United States President's Executive Order 12549.

Section 23. CANCELLATION

Pursuant to A.R.S. § 38-511, either party may, within three (3) years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of ADOH, at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or a consultant to any party of this Agreement with respect to the subject matter of the contract. A cancellation notice made pursuant to this provision shall be effective when Recipient receives written notice of the cancellation unless the notice specifies a later time.

Section 24. RECORDS RETENTION

Pursuant to A.R.S. § 35-214, Recipient shall retain and require that its subcontractors retain for inspection and audit by ADOH, all books, accounts, reports, files including information regarding actual beneficiaries of the fund, and other records relating to the bidding and performance of this Agreement for a period of five (5) years following the date of the letter informing Recipient of the Administrative Closeout or termination.

- ☐ **CDBG funded projects only:** All CDBG records must be retained for at least three (3) years after the grant agreement close out between HUD and ADOH has been approved by HUD. ADOH will notify recipients of the records retention date of expiration for CDBG funded projects.
- ☒ **WEATHERIZATION projects only:** All records must be retained for at least three (3) years after the grant agreement close out between DOE or SWG and ADOH has been approved. ADOH will notify recipients of the records retention date of expiration for Weatherization projects.

Upon request by ADOH, Recipient shall produce a legible copy of all such records at the Administrative Office of ADOH or at the Office of the Auditor General. The original records shall be available and produced for inspection and audit when required by ADOH or the Auditor General.

Recipient shall maintain records that adequately identify the source and application of the funds provided under this Agreement (including Program Income and Recaptured Funds) as part of the financial transactions of their funding program, consistent with generally accepted accounting principles and the requirements of 2 CFR 200. Recipient will provide reports regarding the capture and reuse of Program Income and Recaptured Funds as requested by ADOH from time to time.

In addition, in the event that the project resulted in Recipient holding any liens or notes as a result of this funding, Recipient must retain all pertinent records for five (5) years beyond the expiration or release of such liens or notes.

Section 25. NO OBLIGATION OF STATE GENERAL APPROPRIATIONS FUNDS

Nothing herein shall be construed as obligating state general appropriation funds, excepting HTF funds, for payment of any debt or liability of any nature arising hereunder. The parties expressly recognize that all payments to be made by ADOH are from federal funds and HTF funds made available to ADOH for this purpose.

Section 26. AVAILABILITY OF FUNDS

Payments under this Agreement are subject to the availability of the federal funds provided to the ADOH for the HOME and CDBG programs and the availability of state funds provided for the state HTF Program. Every payment obligation of ADOH under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by ADOH at the end of the period for which funds are available. No liability shall accrue to ADOH in the event this provision is exercised, and ADOH shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

Section 27. APPLICABLE LAW AND ARBITRATION

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

Section 28. INDEMNIFICATION

Recipient shall indemnify, defend, and save harmless ADOH, the State of Arizona and its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and damages of every kind and description, including any attorney's fees and litigation expenses, which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake or negligence of Recipient, its employees, agents, representatives or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of Workmen's Compensation claims, Unemployment Compensation claims or Unemployment Disability Compensation claims of employees of Recipient or its subcontractors or claims under similar such laws or obligations. Recipient's obligation under this section shall not extend to any liability caused by the sole negligence of ADOH, the State of Arizona or its employees.

Section 29. FEDERAL GOVERNMENT LIABILITY

It is agreed by all parties that the Federal Government and particularly the U.S. Department of Housing and Urban Development ("HUD") and the U.S. Department of Energy (DOE) is not a party to this Agreement and that no legal liability on the part of the Federal Government is inferred or implied under the terms of this Agreement.

Section 30. AUDIT

If federal funds are paid to Recipient through this Agreement, Recipient shall comply with the audit requirements set forth in 2 CFR 200. Recipient shall comply with A.R.S. § 35-181.03 if any state funds are paid through this Agreement. Recipient agrees to rectify issues identified in audits within ADOH prescribed time periods. Failure to comply shall result in withholding of all present and future ADOH provided funds.

Section 31. AUDIT EXCEPTIONS

If federal or state audit exceptions are made relating to this Agreement, Recipient shall reimburse all costs incurred by the State of Arizona and ADOH associated with defending against the audit exception or performing an audit or follow-up audit including but not limited to: audit fees, court costs, attorney's fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature.

Immediately upon notification from ADOH, Recipient shall reimburse the amount of the audit exception and any other related costs directly to ADOH as specified by ADOH in the notification.

Section 32. UNALLOWABLE USE OF FUNDS

Recipient, its officers, employees and agents, shall not utilize any of the federal funds or HTF provided under this Agreement to solicit or influence, or attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation.

Section 33. INTEREST OF MEMBERS OF DEPARTMENT OF HOUSING AND OTHERS

No officer or employee of ADOH and no public official, employee or member of the governing body of Recipient who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or its proceeds.

Section 34. ACCESS TO RECORDS, PARTICIPANTS AND STAFF

Recipient agrees to provide ADOH and its representatives access at any reasonable time to all participants and staff involved in this Agreement and to all records and reports involving this Agreement.

Section 35. IDENTIFICATION OF DOCUMENTS

All materials used for public outreach and for informational purposes as a part of this Agreement, other than documents exclusively for internal use by ADOH, shall identify the source of federal (CDBG, HOME, NHTF, COC, HOPWA, DOE WAP, LIHEAP WAP) or state (HTF) funds used as part of this Agreement as well as acknowledgement of support from ADOH.

Section 36. COPYRIGHT

Reports, maps or other documents produced in whole or in part under this Agreement are works for hire and shall not be the subject of any application for copyright by or on behalf of Recipient, by any employee or subcontractor of Recipient. Recipient shall advise ADOH or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Section 37. RIGHTS IN DATA

ADOH may duplicate, use and disclose in any manner and for any purpose whatsoever, within the limits established by federal and state laws and regulations, all information relating to this Agreement.

Section 38. FUNDING CONDITIONS

ADOH will make the funding assistance available to Recipient upon execution of this Agreement by the parties. The obligation and utilization of the funding assistance provided through this Agreement are subject to the proper observation of the requirements incorporated by reference. Recipient shall require any subcontracting entities to observe and follow all provisions of this Agreement.

Section 39. NON-DISCRIMINATION

- (a) Recipient shall comply with A.R.S. § 41-1463 and Executive Orders 99-4 and 2009-09, which prohibit Recipient from discriminating against persons, or depriving or tending to deprive any individual of employment opportunities or otherwise adversely affecting the individual's status as an employee on the basis of race, color, religion, sex, age, national origin, disability or political affiliation and require Recipient to take action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, disability, or political affiliation. Recipient shall comply with all of the other requirements of Executive Order 2009-09.

- (b) Recipient agrees to comply with Title VII of the Civil Rights Act of 1964, as amended. Recipient shall also comply with applicable federal regulations that prohibit discrimination in the employment or advancement in employment of qualified persons with disabilities. Recipient shall comply with all applicable federal regulations regarding equal employment opportunity and relevant orders issued by the U.S. Secretary of Labor. Recipient agrees to comply, and will require any subcontractor(s) to comply with applicable federal nondiscrimination requirements, which may include: Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3789(d)); the Victims of Crime Act (42 U.S.C. §10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. §5672(b)); the Civil Rights Act of 1964 (42 U.S.C. §2000(d)); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §12132); Title IX of the Education Amendments of 1972 (20 U.S.C. §1681); the Age Discrimination Act of 1975 (42 U.S.C. §6102); 28 C.F.R. pt. 35 (DOJ Regulations- Nondiscrimination on the Basis of Disability in State and Local Government Services); 28 C.F.R. pt. 42 (DOJ Regulations- Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (DOJ Regulations- Equal Treatment for Faith-Based Organizations).

Section 40. THIRD PARTY ANTITRUST VIOLATIONS

Recipient assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Recipient toward fulfillment of this Agreement.

Section 41. COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401—IMMIGRATION LAWS AND E-VERIFY REQUIREMENT

- (a) Recipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
- (b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and Recipient may be subject to penalties up to and including termination of this Agreement.
- (c) The ADOH retains the legal right to inspect the papers of any employee who works on this Agreement to ensure that Recipient or Recipient's subcontractor is complying with the warranty under paragraph (a).

Section 42. INSURANCE

During the contract period, Recipient shall purchase and maintain in full force the following insurance. All certifications of insurance must provide for a thirty (30) day notice to ADOH of cancellation, non-renewal or material change. Proof of insurance from Recipient shall be provided to ADOH prior to execution of this contract and periodic certifications must be furnished at the request of the Program Specialist.

Recipient and its subcontractors, at Recipient's and subcontractors' own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, 7, local government insurance pools formed pursuant to ARS 11-952.01 or other as approved by ADOH and licensed in the State of Arizona with policies and forms satisfactory to ADOH.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is completed satisfactorily and formally accepted; failure to do so may, at the sole discretion of ADOH, constitute a material breach of this Agreement.

Recipient's insurance shall be primary insurance as respects ADOH and any insurance or self-insurance maintained by ADOH shall not contribute to it.

Recipient shall not fail to comply with the claim reporting provisions of the insurance policies or cause any breach of an insurance policy warranty, which would affect coverage afforded under insurance policies to protect ADOH.

The insurance policies, except Worker's Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against ADOH, its agents, representatives, directors, officers and employees for any claims arising out of Recipient's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to ADOH under such policies. Recipient shall be solely responsible for the deductible and/or self-insured retention, and ADOH, at its option, may require Recipient to secure payment of such deductibles or self-insured retentions by a Surety Bond listing ADOH as the Obligee or co-Obligee or an irrevocable and unconditional letter of credit.

ADOH reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. ADOH shall not be obligated, however, to review same or to advise Recipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve Recipient

from, or be deemed a waiver of ADOH's right to insist on, strict fulfillment of Recipient's obligations under this Agreement.

The insurance policies, except Worker's Compensation and Professional Liability, required by this Agreement, shall name ADOH, its agents, representatives, officers, directors, officials and employees as additionally insured.

42.1 Required Coverage

Commercial General Liability. Recipient shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision that would serve to limit third party action over claims. The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185, and shall include coverage for Recipient's operations and products and completed operations.

Automobile Liability. Recipient shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Recipient's any auto, all owned autos, scheduled autos, hired autos, non-owned autos assigned to or used in performance of Recipient's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Worker's Compensation. Recipient shall carry Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Recipient's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case any work is subcontracted, Recipient will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Recipient.

42.2 Certificates of Insurance

Prior to commencing work or services under this Agreement, Recipient shall furnish ADOH with Certificates of Insurance, or formal endorsements as required by this Agreement, issued by Recipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect.

In the event any insurance policy(s) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Recipient's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of this Agreement, a renewal certificate must be sent to ADOH fifteen (15) days prior to the expiration date.

42.3 Cancellation and Expiration Notice

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days written notice to ADOH.

Section 43. PRIVACY CONSIDERATIONS

Recipients of federal funds (for the purpose of this section "federal funds" means funding from the CDBG, HOME, HOPWA and COC programs; *see* Section 1, above) from ADOH warrant and represent that commencing from the effective date of this Agreement and until the latest expiration or termination date of any promissory note, deed of trust, declaration or other agreement that secures the federal funds that are the subject of this Agreement, Recipient and Recipient's contractors shall comply with the requirements of the federal Privacy Act, 5 U.S.C. § 552a. Recipient warrants and represents that it has read and understands the requirements of the Federal Privacy Act and requires the same of its contractors and subcontractors.

Section 44. NOTICES

When routine reports or correspondence is required to be sent to ADOH, it shall be addressed to Arizona Department of Housing, to the attention of the assigned Program Specialist at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. Notices or correspondence regarding material changes to the contract or requests for amendment shall be addressed to the same. All correspondence regarding this Agreement must be identified by its ADOH Agreement number (which is located on the top left hand corner of the first page of this Agreement).

When notice or correspondence is required to be sent to Recipient, it shall be addressed to:

GILA COUNTY
Entity
MALISSA BUZAN
Attention (if applicable)
OFFICE OF COMMUNITY SERVICES, 5515 S. APACHE AVE., SUITE 200
Mailing Address
GLOBE, ARIZONA 85501
City State Zip

Section 45. REGISTRATION WITH SOCIAL SERVE

For new construction or rehabilitation of rental projects, Recipient agrees to register the project with socialserve.com and keep the project listed with socialserve.com for the duration of the period of affordability as indicated in the Conditions, Covenants and Restrictions.

Section 46. ADOH SIGNAGE

For new construction and rehabilitation projects, Recipient must erect a sign at the project site indicating that the project is funded through the Arizona Department of Housing and indicate the sources of funds. The sign must be a minimum size of twenty-four (24) inches high by thirty-six (36) inches wide, include a minimum five (5) inch high ADOH logo and text printed at a minimum seventy-two (72) point font. An individual ADOH sign does not have to be provided if Recipient incorporates ADOH information into a larger group sign.

Section 47. PHOTOGRAPHS

For new construction and rehabilitation projects, Recipient is required to provide to ADOH before and after photographs of the project in digital or film format.

Section 48. STATE OF ARIZONA

This Agreement shall be construed in accordance with the laws of the State of Arizona.

Section 49. A.R.S. § 35-393.01.

Recipient warrants it is not engaged in a boycott of Israel as defined by A.R.S. §35-393.01.

Section 50. A.R.S. § 1-501 Relating to Federal Programs

Notwithstanding any other state law and to the extent permitted by federal law, any person who applies for a federal public benefit that is administered by this state or a political subdivision of this state and that requires participants to be citizens of the United States, legal residents of the United States or otherwise lawfully present in the United States shall submit required documentation to the entity that administers the federal public benefit demonstrating lawful presence in the United States.

AGREED, effective as of the later date of the signatures of the duly authorized representatives subscribed below:

THE STATE OF ARIZONA,
ARIZONA DEPARTMENT OF HOUSING

GILA COUNTY
RECIPIENT

BY: 

Carol L. Ditmore

BY: 

Woody Cline

TITLE: Director

TITLE: Chairman, Board of Supervisors

DATE: 8/24/2020

DATE: August 4, 2020

Approved as to form:

Jefferson P. Dack, Jr.
Charles Shire 8-4-2020

The Gila County Attorney's Office

ATTACHMENT A
SCOPE OF WORK

The Arizona Department of Housing Weatherization Assistance Program (ADOH WAP) award will be comprised of Department of Energy (DOE) and Low Income Home Energy Assistance Program (LIHEAP) funds. Funding will allow Gila County (**recipient**) to provide installation/repair of energy efficiency measures to dwellings occupied by low-income households in Gila County Arizona.

This contract award is contingent upon:

- A. Assistance is reserved for the following incomes:
 - a. DOE funds: 200% of Federal Poverty Guidelines as published annually; and
 - b. LIHEAP funds: 200% of Federal Poverty Guidelines as published annually.
- B. The program will prioritize services to the following populations:
 - a. Elderly at or above the age of 60;
 - b. Handicapped; and
 - c. Families with children at or below the age of five (5).
- C. DOE and LIHEAP WAP funding requires adherence to the Arizona Weatherization Assistance Program State Plan (State Plan), Health and Safety Plan (HSD Plan); Arizona Weatherization Policies and Procedures Handbook, Arizona "Success with Weatherization" Field Guide; Standard Work Specifications; and WAP Memorandum 15-10 Quality Management Plan. Units that do not received DOE funding will not be required to pass a QCI Inspection.
- D. Maximum investment per unit is as follows:
 - a. DOE: Average per unit investment over Program Year 2020 (July 1, 2020 to June 30, 2021) is \$7,669; and
 - b. LIHEAP: Average per unit investment over Program Year 2020 (July 1, 2020 to June 30, 2021) is \$10,000.
- E. Satisfactory SHPO requirements if applicable must be completed prior to any construction activity or any expenditure of funds.
- F. Gila County will be expected to fully expend awarded funds and complete the following number of units for each funding source:
 - a. DOE: 11 completed units passing Quality Control Inspection and ADOH WAP monitoring; and
 - b. LIHEAP: 19 completed units passing final inspection and ADOH WAP monitoring.



Arizona
Department
of Housing

WEATHERIZATION

ATTACHMENT B

| ADOH PERFORMANCE REPORT/SCHEDULE OF COMPLETION | | | | Page 1 of 1 |
|---|---|---|-----------------------------|--------------|
| Recipient | Gila County | | Date | |
| Contract No | 214-20 | Contract Period: from 7/1/2020 to 6/30/2021 | Revision # | |
| Activity | Weatherization Assistance Program | | Oct | Jan |
| Recipient Address | Office of Community Services - 5515 S. Apache Ave., Suite 200 | | City | Globe |
| Contact Person | Estelle Belarde | | Zip Code | 85501 |
| Phone | 928-402-8685 | Email | ebelarde@gilacountyaz.gov | |
| Program Specialist | Gloria Castro | Email | gloria.castro@azhousing.gov | |
| | | | Fax | 928-402-8652 |
| | | | County | Gila |
| Indicate adherence to contract or schedule changes. Due by the 30th of August, October, December, February (last day of), April, June | | | | |
| Contract Schedule | Contract Date | Complete Yes/No | Modification Date | |
| Contract Execution | 7/1/2020 | | | |
| Completion of 2 DOE and 3 LIHEAP Units | 9/30/2020 | | | |
| Completion of 4 DOE and 6 LIHEAP Units (all numbers cumulative) | 12/30/2020 | | | |
| Completion of 7 DOE and 11 LIHEAP Units (all numbers cumulative) | 3/31/2021 | | | |
| Completion of 11 DOE and 19 LIHEAP Units (all numbers cumulative) | 6/30/2021 | | | |
| Project Complete-Contract Close Out | 7/31/2021 | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Please provide a brief description of activities performed this three month period. Include occurrences that caused variation from schedule changes to plans, unforeseen circumstances, etc. Please be specific. Finally, answer questions at narrative section A. through H. | | | | |
| | | | | |
| A. # of DOE units 100% complete & QCI Passed? | | E. # of LIHEAP units 100% complete? | | |
| B. # of DOE units complete but need QCI? | | F. # of LIHEAP units under construction? | | |
| C. # of DOE units under construction? | | G. # of LIHEAP units out to bid? | | |
| D. # of DOE units out to bid? | | | | |
| | | | | |
| Recipient Authorized Signature | | Date | Title | |



Arizona
Department
of Housing

WEATHERIZATION

Attachment C

| Budget | | | | | | |
|----------------------------------|---|---------------|-----------------------------|---------------------|---------------------|-------------------------|
| Recipient | Gila County | | | | Date | |
| Contract No./File No. | 214-20 Contract Period: from 7/1/2020 to 6/30/2021 | | | | Revision No. | |
| Activity | Weatherization Assistance Program | | | | | |
| Recipient Address | Office of Community Services - 5515 S. Apache Ave., Suite 200 | | | | City | Globe |
| Contact Person | Estelle Belarde | | | | Zip Code | 85501 |
| Phone | 928-402-8685 | Email | ebelarde@gilacountyaz.gov | | Fax | 928-402-8652 |
| Program Specialist | Gloria Castro | Email | gloria.castro@azhousing.gov | | County | Gila |
| | | | | | | |
| a | c | d | e | f | g | h |
| Budget Line Item or Activity No. | DOE FY2020 | LIHEAP FY2020 | Source Program Year | Source Program Year | Source Program Year | GRANT TOTAL ALL SOURCES |
| Administration Costs | \$ 10,461.00 | | | | | |
| Training & Technical Assistance | \$ 14,763.00 | | | | | |
| Program Operations | \$ 64,332.00 | | | | | |
| Health and Safety | \$ 9,600.00 | | | | | |
| Financial Audit | \$ - | | | | | |
| Liability Insurance | \$ - | | | | | |
| LIHEAP Administration | | \$ 5,492.00 | | | | |
| LIHEAP Training/TA | | \$ 1,371.00 | | | | |
| LIHEAP Program Operations | | \$ 124,764.00 | | | | |
| | | | | | | |
| | | | | | | |
| Total | \$99,156.00 | \$131,627.00 | \$0.00 | | | \$230,783.00 |



Arizona
Department
of Housing

WEATHERIZATION

Attachment D

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET PAGE 1 OF 2

| | | | |
|--------------------|---|-----------------|-----------------------------|
| Recipient | Gila County | Date | |
| Contract No | 214-20 Contract Period: from 7/1/2020 to 6/30/2021 | Pay Req. No/Mo | |
| Activity | Weatherization Assistance Program | Direct Wire Dep | Yes No |
| Recipient Address | Office of Community Services - 5515 S. Apache Ave., Suite 200 | City | Globe |
| Contact Person | Estelle Belarde | ZIP | 85501 |
| Phone | 928-402-8685 | Email | ebelarde@gilacountyaz.gov |
| Program Specialist | Gloria Castro | Email | gloria.castro@azhousing.gov |
| | | Fax | 928-402-8652 |
| | | County | Gila |

Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Include copies of invoices, cashed checks, and other backup documentation. SIGNATURES are required for processing.

| a | b | c | d | d | e | f | g | h |
|----------------------------------|----------|--------------|---------------|---------------------|---------------------------|--------------------|------------------------|---------------|
| Budget Line Item or Activity No. | ASAP No. | DOE FY2020 | LIHEAP FY2020 | Source Program Year | Total Amount Req. to Date | Balance in Account | Amount of this Request | New Balance |
| 1. DOE Administration | | \$ 10,461.00 | | | | \$ 10,461.00 | | \$ 10,461.00 |
| 2. DOE Training & TA | | \$ 14,763.00 | | | | \$ 14,763.00 | | \$ 14,763.00 |
| 3. DOE Program Ops | | \$ 64,332.00 | | | | \$ 64,332.00 | | \$ 64,332.00 |
| 4. DOE Health & Safety | | \$ 9,600.00 | | | | \$ 9,600.00 | | \$ 9,600.00 |
| 5. DOE Financial Audit | | \$ - | | | | \$ - | | \$ - |
| 6. DOE Liability Ins | | \$ - | | | | \$ - | | \$ - |
| 7. DOE Total Draw | | | | | | | 0.00 | \$ 99,156.00 |
| 8. LIHEAP Admin. | N/A | | \$ 5,492.00 | | | \$ 5,492.00 | | \$ 5,492.00 |
| 9. LIHEAP Training/TA | N/A | | \$ 1,371.00 | | | \$ 1,371.00 | | \$ 1,371.00 |
| 10. LIHEAP Program Ops | N/A | | \$ 124,764.00 | | | \$ 124,764.00 | | \$ 124,764.00 |
| 11. LIHEAP Total Draw | N/A | | | | | | 0.00 | \$ 131,627.00 |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Total | | \$ 99,156.00 | \$ 131,627.00 | \$ - | \$ - | \$ 230,783.00 | \$ - | \$ 230,783.00 |

| | | | |
|--|----------------------------------|--------------------------------------|--------------------------------------|
| Recipient Authorized Signature | | Date | Title |
| Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary. | | | |
| Performance Reports | Current <input type="checkbox"/> | Not Current <input type="checkbox"/> | |
| ADOH Program Specialist Approval | | Date | ADOH Program Administrator Appr Date |

ATTACHMENT E

SPECIAL CONDITIONS

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate) as required by 2 CFR 200.101 and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.326 to all subrecipients (and subcontractors, as appropriate) and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Federal Involvement

A. Review Meetings

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has made satisfactory progress toward the program goals stated in Attachment 4 (Annual Plan) and deliverables stated in Attachment 2 (Federal Assistance Reporting Checklist) to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's program progress compared to the Annual Plan stated in Attachment

4 to this Award;

- The Recipient's actual expenditures compared to the approved Budget in Attachment 3 to this Award; and
- Other subject matter specified by the DOE Technical Project Officer.

B. Project Meetings

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

C. Site Visits

EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

D. EERE Access

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

Term 7. NEPA Requirements

A. Authorization

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds.

If the Recipient has a DOE executed Historic Preservation Programmatic Agreement (PA), EERE has determined that the "Allowable activities" listed in the Weatherization Assistance Program NEPA Determination (Attachment 6) are categorically excluded and require no further NEPA review. The Recipient is thereby authorized to use Federal funds for the "Allowable activities" listed in the Weatherization Assistance Program NEPA Determination, subject to the Recipient's compliance with paragraphs B. "Conditions" and C. "Future Modifications," and the restrictions listed in Attachment 6.

B. Conditions

- i. This authorization does not include activities involving ground-breaking activities, new construction, or projects involving the installation of onsite renewable energy technology that generate electricity from renewable sources, except those "Allowable activities" specifically listed in Attachment 6.
- ii. All "Allowable activities" must meet the restrictions set forth in Attachment 6.
- iii. The Recipient must adhere to the terms and restrictions of its DOE executed PA, state interagency agreement or similar agreement for historic preservation.
- iv. The Recipient must manage all incidental measures relating to hazardous materials in accordance with applicable Federal, state and local legal requirements.

C. Activities Not Listed As "Allowable Activities"

If the Recipient seeks to fund activities that do not qualify as "Allowable activities" as defined in Attachment 6, those activities or modified activities are subject to additional NEPA review and are not authorized for Federal funding unless and until the DOE Contracting Officer provides written authorization for those activities. Should the Recipient elect to undertake activities prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 8. Historic Preservation

A. Authorization

DOE must comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA) prior to authorizing the use of Federal funds. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. Recipients with a DOE-executed Programmatic Agreement (PA) must comply with the requirements identified in paragraph B. Conditions below.

B. Conditions

Recipients with a DOE executed PA for Historic Preservation

(AL, AK, AS, AZ, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, LA, ME, MD, MA, MI, MN, MO, MT, ND, NE, NV, NH, NJ, NM, NY, NC, OH, OK, OR, PA, PR, SC, SD, TN, TX, UT, VT, VA, WA, WI, WY)

Recipients with a DOE executed historic preservation Programmatic Agreement (PA) must adhere to all the Stipulations of their PA. All DOE executed PAs are available on the Weatherization and Intergovernmental Programs website: <https://www.energy.gov/eere/wipo/historic-preservation-executed-programmatic-agreements>

In addition to the Stipulations in their PAs, Recipients must notify EERE via GONEPA@ee.doe.gov whenever:

- Either the Recipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by EERE;
- There is a disagreement between an Applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification and evaluation of historic properties and/or the assessment of effects;
- There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or

There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c).

Term 9. Performance of Work in United States

A. Requirement

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs

may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.

C. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA or Program that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

Term 10. Foreign National Access Under DOE Order 142.3A, "Unclassified Foreign Visits and Assignments Program"

The Recipient may be required to provide information to DOE in order to satisfy requirements for foreign nationals' access to DOE sites, information, technologies, equipment, programs or personnel. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. If the Recipient (including any of its subrecipients, contractors or vendors) anticipates involving foreign nationals in the performance of its award, the Recipient may be required to provide DOE with specific information about each foreign national to ensure compliance with the requirements for access approval. National laboratory personnel already cleared for site access may be excluded. Access approval for foreign nationals from countries identified on the U.S. Department of State's list of State Sponsors of Terrorism must receive final approval authority from the Secretary of Energy or the Secretary's assignee before they commence any work under the award.

Term 11. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 12. Domestic Preference – Infrastructure Projects

As appropriate and to the extent consistent with law, the Recipients must ensure and document that, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products (items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber) used in the project under this Award must be produced in the United States. This Recipient must flow this requirement to all sub-awards, contracts, subcontracts and purchase orders for work performed under the Award.

Term 13. Reporting Requirements

A. Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material

noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

B. Dissemination of Scientific and Technical Information

Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link (E-Link) system. STI submitted under this Award will be disseminated via DOE's OSTI.gov website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the DOE PAGES website.

C. Restrictions

Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Term 14. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 15. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the Weatherization Assistance Program Award Number DE-_____."
- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government"

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 16. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award. Extensions require explicit prior Federal awarding agency approval when carrying forward unobligated balances to subsequent budget periods.

Term 17. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 18. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 19. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (a) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (b) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (c) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 20. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (b) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (c) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 21. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 22. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 23. Record Retention

Consistent with 2 CFR 200.333 through 200.337, the Recipient is required to retain records relating to this Award.

Term 24. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single audit or Compliance audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through 521 for institutions of higher education, nonprofit organizations and state and local governments (Single audit), and 2 CFR 910.500 through 521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.338, Remedies for Noncompliance.

Subpart B. Financial Provisions

Term 25. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement Form to this Award.

Term 26. Continuation Application and Funding

A. Continuation Application

A continuation application is a non-competitive application for an additional budget period and extended project period. The continuation application shall be submitted to EERE in accordance with the annual Announcement/Grant Guidance that is issued.

B. Continuation Funding

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient's satisfactory progress towards meeting the objectives of the Weatherization Assistance Program; (4) Recipient's submittal of required reports; (5) Recipient's compliance with the terms and conditions of the Award; (6) the Recipient's submission of a continuation application; and (7) written approval of the continuation application by the Contracting Officer.

Term 27. Refund Obligation

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred.

Term 28. Allowable Costs

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 29. Indirect Costs

A. Fringe Benefit Costs

The budget for this Award includes fringe benefits, but does not include indirect charges. Therefore, indirect charges shall not be charged to nor shall reimbursement be requested for this project nor shall any indirect charges for this project be allocated to any other Federally sponsored project. In addition, indirect charges shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subrecipients' indirect costs.

B. Subrecipient Indirect Costs

Recipient must ensure its subrecipient's indirect costs are appropriately managed, allowable and otherwise comply with the requirements of this Award and 2 CFR part 200 as amended by 2 CFR part 910.

Term 30. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and use it to further eligible project objectives.

Term 31. Payment Procedures

A. Method of Payment

Payment will be made by advances through the Department of Treasury's ASAP system.

B. Requesting Advances

Requests for advances must be made through the ASAP system. The Recipient may submit requests as frequently as required to meet its needs to disburse funds for the Federal share of project costs. If feasible, the Recipient should time each request so that the Recipient receives payment on the same day that the Recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 32. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block

12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any budget change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories.

The Recipient is required to submit written notification via email (not in PAGE) to the Project Officer identified in the Assistance Agreement of any transfer of funds among direct cost categories and/or functions where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement Form of this Award.

Upon receipt of adequate notification documentation by the Project Officer, the recipient is hereby authorized to transfer funds among direct cost categories for program activities consistent with their approved State/Annual Plan, without prior approval by the awarding agency.

Limitations in existing rules and guidance, including Administration and Training and Technical Assistance (T&TA), along with prior approval of equipment as detailed in the respective year's WAP Grant Guidance and in the regulations still apply.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Term 33. Carryover of Unobligated Balances

The recipient is hereby authorized to carry over unobligated balances of Federal and non-Federal funds from one budget period to a subsequent budget period, for program activities consistent with their approved State/Annual Plan, without prior approval by the Contracting Officer. Should the recipient wish to use carryover funds for activities that are not consistent with the approved State/Annual Plan, a budget revision application must be submitted for approval by DOE.

For purposes of this award, an unobligated balance is the portion of the funds authorized by DOE that have not been obligated by the recipient at the end of a budget period. Recipients are advised to carefully manage grant funds to minimize unobligated balances each year, but especially at the end of the grant project period.

Subpart C. Miscellaneous Provisions

Term 34. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards

- i. *Applicability.* Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).

ii. *Where and when to report.*

1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsrs.gov>.
2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives

i. *Applicability and what to report.* The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if

1. The total Federal funding authorized to date under this Award is \$25,000 or more;
2. In the preceding fiscal year, the Recipient received;
 - a. 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)

ii. *Where and when to report.* The Recipient must report executive total compensation described in paragraph B.i. of this award term:

1. As part of the Recipient's registration profile at <https://www.sam.gov>.

2. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives

- i. *Applicability and what to report.* Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
 1. In the subrecipient's preceding fiscal year, the subrecipient received;
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)
- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
 1. To the recipient.
 2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Subawards and;
- ii. The total compensation of the five most highly compensated executives of any

subrecipient.

E. Definitions

For purposes of this Award term:

- i. Entity means all of the following, as defined in 2-CFR Part 25:
 1. A Governmental organization, which is a State, local government, or Indian tribe;
 2. A foreign public entity;
 3. A domestic or foreign nonprofit organization;
 4. A domestic or foreign for-profit organization;
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Subaward:
 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
- iv. Subrecipient means an entity that:
 1. Receives a subaward from the Recipient under this award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 1. Salary and bonus.

2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.
6. Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Term 35. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

If the Recipient had an active registration in the CCR, it has an active registration in SAM.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its DUNS number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its DUNS number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration

procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).

- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 - 1. A Governmental organization, which is a State, local government, or Indian Tribe;
 - 2. A foreign public entity;
 - 3. A domestic or foreign nonprofit organization;
 - 4. A domestic or foreign for-profit organization; and
 - 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 - 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
 - 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 - 1. Receives a subaward from the Recipient under this Award; and
 - 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 36. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
- i. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 37. Subrecipient Change Notification

Except for subawards and/or subcontracts specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased;
- Cost share commitment letter if the subawardee is providing cost share to the Award;
- An assurance that the process undertaken by the Recipient to solicit the subaward/subcontract complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.329.

- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subawardee/subcontractor and that the Recipient's written standards of conduct were followed¹;
- A completed Environmental Questionnaire, if applicable;
- An assurance that the subrecipient is not a debarred or suspended entity; and
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient agreement documentation stipulated above, Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 38. Minimum Privacy Protections Regarding Applicant Information

- A. States, Tribes and their subawardees, including, but not limited to subrecipients, subgrantees, contractors and subcontractors that participate in the Weatherization Assistance Program (WAP) are required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
- B. A balancing test must be used in applying Exemption (b)(6) in order to determine:
- i. whether a significant privacy interest would be invaded;
 - ii. whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and
 - iii. whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
- C. A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the state or other service provider to balance a clearly defined public interest in obtaining this information

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subawardee's/subcontractor's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subaward or subcontract does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subcontract or subaward to: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

against the individuals' legitimate expectation of privacy.

- D. Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

Term 39. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 40. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 41. Export Control

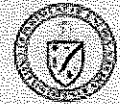
The U.S. government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as "Export Controls". To ensure compliance with Export Controls, it is the Recipient's responsibility to determine when its project activities trigger Export Controls and to ensure compliance.

Export Controls may apply to individual projects, depending on the nature of the tasks. When Export Controls apply, the Recipient must take the appropriate steps to obtain any required governmental licenses, monitor and control access to restricted information, and safeguard all controlled materials. Under no circumstances may foreign entities (organizations, companies or persons) receive access to export controlled information unless proper export procedures have been satisfied and such access is authorized pursuant to law or regulation.

Recipients are advised that some of the results of the research conducted under this award are expected to be restricted for proprietary reasons and not published or shared broadly within the scientific community.

PMC-ND
(1.08.09.13)

U.S. DEPARTMENT OF ENERGY
OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY
NEPA DETERMINATION



RECIPIENT: States and Territories with DOE-executed Signed Historical Preservation Agreements **STATE:** Mult

PROJECT TITLE : Weatherization Assistance Program Fiscal Year 2020 Formula Awards

| | | | |
|--|--------------------------------------|----------------------------|-------------------|
| Funding Opportunity Announcement Number | Procurement Instrument Number | NEPA Control Number | CID Number |
| WAP-ALRD-2020A | WAP-ALRD-2020A | GFO-WAP-ALRD-2020A | |

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Policy 451.1), I have made the following determination:

CX, EA, EIS APPENDIX AND NUMBER:

Description:

- | | |
|--|---|
| A9 Information gathering, analysis, and dissemination | Information gathering (including, but not limited to, literature surveys, inventories, site visits, and audits), data analysis (including, but not limited to, computer modeling), document preparation (including, but not limited to, conceptual design, feasibility studies, and analytical energy supply and demand studies), and information dissemination (including, but not limited to, document publication and distribution, and classroom training and informational programs), but not including site characterization or environmental monitoring. (See also B3.1 of appendix B to this subpart.) |
| A11 Technical advice and assistance to organizations | Technical advice and planning assistance to international, national, state, and local organizations. |
| B1.16 Asbestos removal | Removal of asbestos-containing materials from buildings in accordance with applicable requirements (such as 40 CFR part 61, "National Emission Standards for Hazardous Air Pollutants"; 40 CFR part 763, "Asbestos"; 29 CFR part 1910, subpart I, "Personal Protective Equipment"; and 29 CFR part 1926, "Safety and Health Regulations for Construction"; and appropriate state and local requirements, including certification of removal contractors and technicians). |
| B1.34 Lead-based paint containment, removal, and disposal | Containment, removal, and disposal of lead-based paint in accordance with applicable requirements (such as provisions relating to the certification of removal contractors and technicians at 40 CFR part 745, "Lead-Based Paint Poisoning Prevention In Certain Residential Structures"). |
| B2.2 Building and equipment instrumentation | Installation of, or improvements to, building and equipment instrumentation (including, but not limited to, remote control panels, remote monitoring capability, alarm and surveillance systems, control systems to provide automatic shutdown, fire detection and protection systems, water consumption monitors and flow control systems, announcement and emergency warning systems, criticality and radiation monitors and alarms, and safeguards and security equipment). |
| B3.1 Site characterization and environmental monitoring | Site characterization and environmental monitoring (including, but not limited to, siting, construction, modification, operation, and dismantlement and removal or otherwise proper closure (such as of a well) of characterization and monitoring devices, and siting, construction, and associated operation of a small-scale laboratory building or renovation of a room in an existing building for sample analysis). Such activities would be designed in conformance with applicable requirements and use best management practices to limit the potential effects of any resultant ground disturbance. Covered activities include, but are not limited to, site characterization and environmental monitoring under CERCLA and RCRA. (This class of actions excludes activities in aquatic environments. See B3.16 of this appendix for such activities.) Specific activities include, but are not limited to: (a) Geological, geophysical (such as gravity, magnetic, electrical, seismic, radar, and temperature gradient), geochemical, and engineering surveys and mapping, and the establishment of survey marks. Seismic techniques would not include large-scale reflection or refraction testing; (b) Installation and operation of field instruments (such as stream-gauging stations or flow-measuring devices, telemetry systems, geochemical monitoring tools, and geophysical exploration tools); (c) Drilling of wells for sampling or monitoring of groundwater or the vadose (unsaturated) zone, well logging, and installation of water-level recording devices in wells; (d) Aquifer and underground reservoir response testing; (e) Installation and operation of ambient air monitoring equipment; (f) Sampling and characterization of water, soil, rock, or contaminants (such as drilling using truck- or mobile-scale equipment, and modification, use, and plugging of boreholes); (g) Sampling and characterization of water effluents, air emissions, or solid waste streams; (h) Installation and operation of meteorological towers and associated activities (such as assessment of potential wind energy resources); (i) Sampling of flora or |

| | |
|---|--|
| | fauna; and (j) Archeological, historic, and cultural resource identification in compliance with 36 CFR part 800 and 43 CFR part 7. |
| B5.1 Actions to conserve energy or water | (a) Actions to conserve energy or water, demonstrate potential energy or water conservation, and promote energy efficiency that would not have the potential to cause significant changes in the indoor or outdoor concentrations of potentially harmful substances. These actions may involve financial and technical assistance to individuals (such as builders, owners, consultants, manufacturers, and designers), organizations (such as utilities), and governments (such as state, local, and tribal). Covered actions include, but are not limited to weatherization (such as insulation and replacing windows and doors); programmed lowering of thermostat settings; placement of timers on hot water heaters; installation or replacement of energy efficient lighting, low-flow plumbing fixtures (such as faucets, toilets, and showerheads), heating, ventilation, and air conditioning systems, and appliances; installation of drip-irrigation systems; improvements in generator efficiency and appliance efficiency ratings; efficiency improvements for vehicles and transportation (such as fleet changeout); power storage (such as flywheels and batteries, generally less than 10 megawatt equivalent); transportation management systems (such as traffic signal control systems, car navigation, speed cameras, and automatic plate number recognition); development of energy-efficient manufacturing, industrial, or building practices; and small-scale energy efficiency and conservation research and development and small-scale pilot projects. Covered actions include building renovations or new structures, provided that they occur in a previously disturbed or developed area. Covered actions could involve commercial, residential, agricultural, academic, institutional, or industrial sectors. Covered actions do not include rulemakings, standard-settings, or proposed DOE legislation, except for those actions listed in B5.1(b) of this appendix. (b) Covered actions include rulemakings that establish energy conservation standards for consumer products and industrial equipment, provided that the actions would not: (1) have the potential to cause a significant change in manufacturing infrastructure (such as construction of new manufacturing plants with considerable associated ground disturbance); (2) involve significant unresolved conflicts concerning alternative uses of available resources (such as rare or limited raw materials); (3) have the potential to result in a significant increase in the disposal of materials posing significant risks to human health and the environment (such as RCRA hazardous wastes); or (4) have the potential to cause a significant increase in energy consumption in a state or region. |
| B5.16 Solar photovoltaic systems | The installation, modification, operation, and removal of commercially available solar photovoltaic systems located on a building or other structure (such as rooftop, parking lot or facility, and mounted to signage, lighting, gates, or fences), or if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices. |
| B5.17 Solar thermal systems | The installation, modification, operation, and removal of commercially available smallscale solar thermal systems (including, but not limited to, solar hot water systems) located on or contiguous to a building, and if located on land, generally comprising less than 10 acres within a previously disturbed or developed area. Covered actions would be in accordance with applicable requirements (such as local land use and zoning requirements) in the proposed project area and would incorporate appropriate control technologies and best management practices. |

Rationale for determination:

The U.S. Department of Energy (DOE) administers the Weatherization Assistance Program (WAP) as authorized by Title IV, Energy Conservation and Production Act, as amended. The goal of WAP is to increase the energy efficiency of dwellings owned or occupied by low-income persons, reduce their total residential expenditures, and improve their health and safety. DOE anticipates making approximately 57 formula-based awards under the Fiscal Year 2020 WAP to states, territories, a tribal government, and the District of Columbia (hereinafter "States"). Each home weatherized under WAP would receive approximately \$7,669 as determined by site-specific outcomes of the energy audit process.

This NEPA determination is specific to WAP Recipients with a DOE executed Historic Preservation Programmatic Agreement. WAP Recipients without a DOE executed Historic Preservation Programmatic Agreement have a separate NEPA determination: GFO-WAP-ALRD 2020B.

Allowable activities include:

1. Energy audits including diagnostic testing to determine the scope of weatherization activities at each home.
2. Administrative activities associated with management of the designated Weatherization Office and management of programs and strategies in support of weatherization activities.
3. Development and implementation of training programs and strategies for weatherization efforts, including initial home energy audits, final inspections and client education.
4. Purchase of vehicles and equipment needed for administrative activities, weatherization energy audits, installation

of measures indicated below, and quality control inspections.

5. Weatherization activities provided that projects apply the restrictions of each State's DOE executed historic preservation programmatic agreement with their State Historic Preservation Office (SHPO), and are limited to:

- a. Building Shell Measures:
 - i. Install insulation where needed
 - ii. Perform air sealing
 - iii. Repair and replace windows, install window film, awnings and solar screens
- b. Mechanical Measures
 - i. Clean, tune, repair, or replace heating and/or cooling systems
 - ii. Install duct and heating pipe insulation
 - iii. Repair leaks in heating/cooling ducts
 - iv. Install programmable thermostats
 - v. Repair/replace water heaters
 - vi. Install water heater tank insulation
- c. Electric and Water Measures
 - i. Install efficient light sources
 - ii. Install low-flow showerheads
 - iii. Replace inefficient refrigerators with energy-efficient models

6. Energy-related health and safety measures (per DOE WAP Guidance WPN 17-7) including:

- a. Combustion appliance safety inspections
- b. Air quality assessment and limited removal of formaldehyde, volatile organic compounds, flammable liquids, and other air pollutants
- c. Gas and bulk fuel leak inspections
- d. Limited testing and/or containment, removal or disposal of lead, asbestos, refrigerant, and mercury, and other materials generated during the course of WAP activities
- e. Cleaning of mold limited to surface preparation for WAP activities
- f. Conduct radon testing and precautionary measures, including but not limited to, covering exposed dirt floors with polyethylene sheeting which contains a rating of no more than 0.1 perm, which is sealed and attached at all seams, walls and foundation penetrations
- g. Inspect and install carbon monoxide and smoke alarms
- h. Install ventilation as required by the American Society of Heating and Air-Conditioning Engineers (ASHRAE) 62.2-2016 standard, including blower door testing addressing infiltration, ventilation, and exhaust

7. Incidental and necessary energy-related repairs and replacements

- a. Repair/replace damaged windows and doors
- b. Minor electrical and plumbing repairs

8. Installation of appropriately sized solar photovoltaic (PV) and/or solar hot water heating systems on buildings with 1-4 units, subject to the following restrictions:

- a. PV systems would not exceed 15 kW, and/or solar hot water heating systems would not exceed 200,000 BTU/HR.
- b. Systems would be roof mounted or attached to a structure. Installation would include attaching the system to the structure and installing necessary electrical connections.
- c. Any necessary battery storage would be attached to the structure.
- d. No tree removal would occur.

Activities/projects not listed above, including ground disturbing activities and tree removal, are not included under the ALRD categorical exclusion and are subject to additional NEPA review and approval by DOE. For activities/projects, requiring additional NEPA review, states must complete the environmental questionnaire (EQ-1): <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

All incidental measures relating to hazardous materials identified during the WAP activities would be managed in accordance with applicable federal, state, and local requirements.

NEPA PROVISION

DOE has made a conditional NEPA determination.

The NEPA Determination applies to the following Topic Areas, Budget Periods, and/or tasks:

This NEPA Determination only applies to projects funded by WAP-ALRD-2020 and completed by Recipients that have a DOE executed Historic Preservation Programmatic Agreement, and to projects that fit within the "Allowable activities" listed in the rationale section above.

The NEPA Determination does not apply to the following Topic Area, Budget Periods, and/or tasks:

This NEPA Determination does NOT apply to Recipients that do not have a DOE executed Historic Preservation Programmatic Agreement, and projects that do not fit within the "Allowable activities" listed above.

Include the following condition in the financial assistance agreement:

Activities/projects not listed under "Allowable activities" are subject to additional NEPA review and approval by DOE, whether the intention is to use WAP formula or Petroleum Violation Escrow (PVE) funds to fund the project. For activities/projects, requiring additional NEPA review, states must complete the environmental questionnaire: <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

Some weatherization activities listed under "Allowable activities" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Allowable activities" must be followed.

Recipients shall adhere to the restrictions of their DOE executed PA for historic preservation. Additionally, recipients must adhere to the requirements included in "Term 8. Historic Preservation" included in the Special Terms and Conditions of the financial assistance agreement.

Notes:

Weatherization & Intergovernmental Programs Office - WAP
This NEPA Determination requires a tailored NEPA provision.
NEPA review completed by Diana Heyder, 02/03/20

FOR CATEGORICAL EXCLUSION DETERMINATIONS

The proposed action (or the part of the proposal defined in the Rationale above) fits within a class of actions that is listed in Appendix A or B to 10 CFR Part 1021, Subpart D. To fit within the classes of actions listed in 10 CFR Part 1021, Subpart D, Appendix B, a proposal must be one that would not: (1) threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, or similar requirements of DOE or Executive Orders; (2) require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators), but the proposal may include categorically excluded waste storage, disposal, recovery, or treatment actions or facilities; (3) disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; (4) have the potential to cause significant impacts on environmentally sensitive resources, including, but not limited to, those listed in paragraph B(4) of 10 CFR Part 1021, Subpart D, Appendix B; (5) involve genetically engineered organisms, synthetic biology, governmentally designated noxious weeds, or invasive species, unless the proposed activity would be contained or confined in a manner designed and operated to prevent unauthorized release into the environment and conducted in accordance with applicable requirements, such as those listed in paragraph B(5) of 10 CFR Part 1021, Subpart D, Appendix B.

There are no extraordinary circumstances related to the proposed action that may affect the significance of the environmental effects of the proposal.

The proposed action has not been segmented to meet the definition of a categorical exclusion. This proposal is not connected to other actions with potentially significant impacts (40 CFR 1508.25(a)(1)), is not related to other actions with individually insignificant but cumulatively significant impacts (40 CFR 1508.27(b)(7)), and is not precluded by 40 CFR 1506.1 or 10 CFR 1021.211 concerning limitations on actions during preparation of an environmental impact statement.

A portion of the proposed action is categorically excluded from further NEPA review. The NEPA Provision identifies Topic Areas, Budget Periods, tasks, and/or subtasks that are subject to additional NEPA review.

SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.

NEPA Compliance Officer Signature: _____

 Electronically
Signed By: Casey Strickland

NEPA Compliance Officer

Date: 2/5/2020

FIELD OFFICE MANAGER DETERMINATION

- ☒ Field Office Manager review not required
☐ Field Office Manager review required

BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO :

Field Office Manager's Signature: _____
Field Office Manager

Date: _____



Arizona Department of Housing - Weatherization Assistance Program

JOB COST SUBMITTAL FORM

Subgrantee: NACOG

Date:

Which funding is being reported?

☐ DOE

☒ LIHEAP

☐ SWG

Report Month/Year: February 2020

| Add/ Delete | State Database #: (Do not include deferral/walk-away) | Audit Cost (Include QCI) | House Related Cost (incl. labor): | HSD Cost: | Total Cost: |
|--------------------------|--|-----------------------------|--------------------------------------|------------|-------------|
| <input type="checkbox"/> | 21298 | \$1450.00 | \$0.00 | \$1028.00 | \$2478.00 |
| <input type="checkbox"/> | 21299 | \$1450.00 | \$1500.00 | \$900.00 | \$3850.00 |
| <input type="checkbox"/> | 21109 | \$725.00 | \$1950.00 | \$125.00 | \$2800.00 |
| <input type="checkbox"/> | 20876 | \$725.00 | \$0.00 | \$6177.00 | \$6902.00 |
| <input type="checkbox"/> | 21316 | \$1450.00 | \$550.00 | \$175.00 | \$2175.00 |
| <input type="checkbox"/> | 21036 | \$1793.00 | \$0.00 | \$2458.50 | \$4251.50 |
| <input type="checkbox"/> | 21040 | \$1793.00 | \$0.00 | \$1364.50 | \$3157.50 |
| <input type="checkbox"/> | 21327 | \$1450.00 | \$127.00 | \$3335.00 | \$4912.00 |
| <input type="checkbox"/> | 21243 | \$725.00 | \$0.00 | \$2550.00 | \$3275.00 |
| <input type="checkbox"/> | 20891 | \$550.00 | \$0.00 | \$1802.00 | \$2352.00 |
| Totals: | | \$12111.00 | \$4127.00 | \$19915.00 | \$36153.00 |

Program Operations Breakdown Cost

Operation Cost:

All costs not associated with a house i.e. intake specialist hours; tools; supplies; etc.

\$11358.58

Audit Cost:

All costs associated with doing the Audit

\$12111.00

House Related Cost, No HSD:

Labor costs for energy efficient measures installed i.e. material cost; supplies; etc.

\$4127.00

HSD Related Cost:

All HSD costs i.e. labor to install; material costs; supplies; etc.

\$19915.00

Total Monthly Cost:

This amount totals all costs needed to average (per unit) based on funding, chosen above.

\$47511.58

Number of Jobs Completed:

Numeric answers only (Do not include deferral/walk-away)

10

Special Instructions -Job Cost Form

1. This form is mandatory and must be submitted with every payment request.
2. The "Total Monthly Cost" should match the operations costs of the payment request.
3. Explanation of FIELDS:
 - Audit Cost:** All audit costs (Initial, Final, QCI-if applicable) Should match audit cost totals on the database for each job.
 - House Related Cost:** Should match database of totals spent on each job excluding audit and HSD costs.
 - HSD Related Cost:** All HSD cost for each job. Should match database HSD totals spent on each job.
 - Operation Cost:** Any operation cost that is not included in the cost above. This field must be entered manually. (See #2)
 - Number of jobs completed:** Total number of jobs that were completed, included in current request

ARF-6306

Regular Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 11/03/2020

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY21-22

Budgeted?: Yes

Contract Dates 1/1/2021 -

Grant?: No

Begin & End: 12/31/2021

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of an Intergovernmental Agreement (IGA) with Pinal County Justice Center to house and treat detained juveniles.

Background Information

On May 23, 2017, the Board approved a three-year IGA with Pinal County for the housing and treatment of detained juveniles. The IGA has proven to be a successful and cost-effective alternative to housing and treating juvenile offenders in-county. Juvenile Probation would like to continue using the Pinal County Youth Justice Center for this purpose.

Evaluation

The successful transition from housing juvenile detainees at an in-county facility was completed and Juvenile Detention staff continues to review standards of care and costs to ensure the most effective solutions for juvenile detention and treatment are maintained.

Conclusion

The Pinal County Youth Justice Center is at the forefront of evidence-based practices and their facilities are exceptional. Law enforcement and the courts will continue to be serviced 24/7 for kids in detention or arrested and in need of assessment to be detained. With the trend continuing to move towards a continued reduction in juveniles being detained, locally, statewide, and nationwide, approving the IGA with Pinal County will continue treatment and detention of Gila County juveniles as required.

Recommendation

The Finance Director and Chief Probation Officer recommend that the Board of Supervisors approve the IGA with Pinal County Youth Justice Center to house and treat Gila County detained Juveniles.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement with Pinal County Youth Justice Center to house and treat Gila County detained juveniles for the period January 1, 2021 through December 31, 2021, with automatic one-year renewals up to nine years per Arizona Revised Statute § 11-952 (J). **(Mary Springer/Steve Lessard)**

Attachments

Juvenile Detention IGA

2017 IGA

INTERGOVERNMENTAL AGREEMENT
- BY AND BETWEEN -
PINAL COUNTY,
GILA COUNTY,
AND THE SUPERIOR COURTS OF THE STATE OF ARIZONA IN AND FOR THE COUNTIES
OF GILA AND PINAL
- FOR -
JUVENILE DETENTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT dated this 3 day of November 2020 (“IGA”), is made by and between the Sender and the Host, as set forth herein, for the detention of juveniles under the supervision of Sending Party. The parties to this IGA include Pinal County, a political subdivision of the State of Arizona (“**Host County**”), and the Superior Court of Arizona in and for the County of Pinal, on behalf of the Pinal County Youth Justice Center (“**Host Facility**”) (Host County and Host Facility may be collectively referred to as “**Host**”) —and— Gila County, a political subdivision of the State of Arizona (“**Sending County**”), and the Superior Court of Arizona in and for Gila County, on behalf of the Gila County Juvenile Probation Department (“**Sending Department**”) (Sending County and Sending Department may be collectively referred to as “**Sender**”). The parties to this agreement may also be referred to individually as “**Party**” or collectively as “**Parties**” hereinafter.

RECITALS

WHEREAS, the Parties are authorized and responsible to provide for the detention of certain juveniles alleged to be delinquent or children who are incorrigible pursuant to A.R.S. §§ 8-305 and 8-301 *et seq.* and the Parties desire to utilize available resources in an efficient and mutually beneficial manner according to applicable law; and

WHEREAS, Pinal County maintains a juvenile detention center (Facility) where such juveniles may be detained—which Facility is separate and apart from any adult detention center in which adults are confined; and

WHEREAS, the Presiding Judge of the Juvenile Division of the Superior Court in Pinal County supervises the Facility pursuant to A.R.S. § 8-306; and

WHEREAS, A.R.S. §§ 11-952(J) and 11-951 *et seq.* authorize the Parties to enter into this IGA.

AGREEMENT

NOW, THEREFORE, the Parties hereto, in consideration of the stipulations, covenants and agreements hereinafter set forth, do hereby agree as follows:

1. PURPOSE AND INTENT

The purpose of this IGA is for the provision of juvenile detention (“Services”) for up to **20** of Sender’s juvenile detainees (Sender juvenile(s)) transferred by Sender to Host Facility. Sender acknowledges and agrees that Host’s policies and practices may not necessarily coincide with those of Sender and that Host and all inmates therein are managed and administered according to Host’s policies and practices and will remain so for the duration of this IGA. Juveniles are those individuals under the age of eighteen years. Sender acknowledges and agrees that Host will not accept juveniles: who are charged with nothing more than incorrigible offense(s); who are under the age of eight years; detainees who are now chronologically adults; or detainees that cannot be detained with other juveniles in a juvenile facility

pursuant to applicable law.

2. EFFECTIVE DATE AND DURATION

- A. Initial Term.** Upon execution and signature below, this IGA shall become effective on the 1st day of January 2021, and shall remain in effect for one (1) year thereafter unless otherwise terminated or renewed as provided in this IGA.
- B. Termination.** Either Party may terminate this IGA, with or without cause, by providing thirty (30) days' advance written notice of termination to the other Party as set forth in **Section 9.A**. Each Party agrees to return any and all equipment and/or materials in its control or possession, if any, to the owner-Party no later than thirty (30) days after termination.
- C. Renewal.** By mutual written agreement of the Parties, this IGA may be renewed for no more than nine (9) additional one-year terms (Subsequent Term(s)) pursuant to A.R.S. § 11-952(J).

- 3. COSTS AND FEES.** The Parties agree that a 'Phased In' method will be employed to gradually incorporate actual current costs incurred by Host, and to be paid by Sender under **Section 4.B.ii** below. The Parties further agree that the current costs established are \$347 per juvenile per day of detention. The Phases will proceed as follows: **Phase 1** will commence upon January 1, 2021; and **Phase 2** will commence on January 1, 2022. The Parties also agree that, as Host's sole discretion, detention costs may be studied, determined as updated on an annual basis. Any fee increase(s) will be subject to and will not take effect without the mutual written agreement of the Parties.

4. MUTUAL OBLIGATIONS

- A.** Under this IGA **Host** agrees to:

- i.** Provide detention services ("Services") for Sender juveniles in Host Facility according to applicable policies, practices, standards and requirements.

Services provided shall include, but are not to be limited to, housing, food, clothing, normal hygiene, and other routine services and care, including routine medical care, education, recreation, and visitation. All Services will be provided in compliance with applicable laws, ordinances, state and federal standards and practices.

All juveniles referred to Host by Sender will be treated according to the same rules and regulations applied to other detainees in the custody of the Host Facility.
 - ii.** Send billing invoices to Sender on a monthly basis per **Section 6** below.
 - iii.** Manage the day-to-day supervision, operations and Services for Sender juveniles.
 - iv.** Provide all staff, labor and services necessary for the Facility's day-to-day use and operation and maintain and provide all staff, labor, materials, and routine in-house services and bear all routine costs associated with the Facility at no additional cost to Sender.
 - v.** Arrange for non-routine medical, mental health, and/or educational services by juveniles referred by Sender and detained at the Facility. These non-routine services include, but are not limited to, hospitalization, ambulance, psychiatric assessments, psych-ed evaluation, and medications.

The Parties acknowledge and agree that non-routine services will result in additional expense(s) which are the sole responsibility of Sender.

To the extent permitted by time, Host shall contact Sender to discuss any non-routine services that arise. The Parties agree that such discussion shall not unduly delay any need for emergency services, including, but not limited to emergency medical attention. Host shall have the sole discretion and authority to determine whether a

situation is an emergency, or becomes an emergency while awaiting Sender's concurrence under **Section 3.D** below and Sender shall defer to the Host's assessment of the situation and determination regarding the emergency / non-emergency nature of the situation.

- vi. To the extent permitted by time, Host shall contact Sender prior to any non-routine services that arise and in order to discuss and concur in writing regarding said service(s) with Sender.
- vii. In the event of any emergency situation(s) and/or service(s) involving Sender juvenile(s), Host will notify Sender of within 24 hours of occurrence.
- viii. Provide twenty-four hours advance notice when Sender will need to retrieve a juvenile.
- ix. Observe and administer any records exchanged under this IGA pursuant to applicable law.

B. Under this IGA Sender agrees to:

- i. Promptly contact Host **Intake Unit at (520) 866-4018**, prior to transporting a juvenile to the Facility for admission. Sender will also provide Host with:
 - 1. Applicable Court Order and/or Referral and Affidavit to detain the juvenile; and
 - 2. Any additional records or information requested by Host including but not limited to, information regarding the juvenile's family history, behavioral issues, medical, mental health, psychological evaluations, school, and/or social history for admission and monitoring purposes.
- ii. For any daily juvenile detention daily fee(s) incurred *prior* to January 1, 2021 (Phase 1 start date), pay the daily fee of \$ **175.00** per Sender juvenile per day.
 - 1. For any daily juvenile detention daily fee(s) incurred *on or after* January 1, 2021, pay the daily fee of \$**300.00** per Sender juvenile per day.
 - 2. For any daily juvenile detention daily fee(s) incurred *on or after* January 1, 2022 (Phase 2 start date), pay the daily fee of \$**347.00** per Sender juvenile per day.

For the purposes of this subsection, 'day' means the juvenile is incarcerated in the Facility for more than two (2) hours within a calendar day. The standard daily fee may not be increased without the written agreement of the Parties.
- iii. Pay any and all Additional Expense(s) incurred under or arising from this IGA and reimburse Host for any and all Additional Expense(s) incurred by Host under this IGA.
- iv. Pay each invoice received no later than thirty (30) days after receiving the invoice per **Section 3.A.ii** and **Section 6**.
- v. Provide transportation to and from the Facility: when Sender juveniles are booked into and released from the Facility; when appearances are required at court hearings; and when medical, dental, or other appointments for any such juvenile are scheduled within/outside the Florence area. When available, Host staff may assist on transports within the Florence area.
- vi. Sender will *not* deliver to the Facility any juveniles under the influence of controlled substances, or experiencing serious medical or mental health concerns, including self-harm behavior, *without first* obtaining a medical release from an appropriate medical and/or mental health professional or hospital.

- vii. Provide any records necessitated by the purposes of this IGA. Such records may include, but are not necessarily limited to, juvenile penalogical and discipline records, criminal background and history records, medical records, and mental health records.
- viii. Remain responsible for the transportation of juveniles to and from the Host facility. Notwithstanding this, at Host's sole discretion in the event of a medical emergency or other appropriate circumstance Host may transport a Sender juvenile from the Host Facility to the appropriate destination and Sender agrees that such instances may result in Additional Expense(s).
- ix. Ensure that no juvenile shall be held at Facility for more than twenty-four (24) hours unless a petition alleging delinquent conduct or a criminal complaint has been filed and a copy provided to the Host Intake unit. No juvenile shall be held longer than twenty four hours after the filing of a petition unless so ordered by the court after a hearing.

If a hearing is not held within twenty-four hours after the filing of the petition, Sender shall ensure that the juvenile shall be released from Facility to a parent, guardian, custodian or other responsible person. {NOTE: Juvenile Court requires 24 hours petition filed when detained and a hearing 24 hours after petition is filed.} If no parent, guardian, custodian or other responsible person can be located, Facility shall release the juvenile to the Department of Child Safety and Host shall notify Sending County Juvenile Court of the release.

- x. Observe and administer any records exchanged under this IGA pursuant to applicable law.
- xi. Upon notice from Host, promptly retrieve each Sender juvenile from the Host Facility not later than 24 hours after such notice from Host.

C. Facility Capacity. The Parties acknowledge and agree that housing Sender juveniles will not be available if/when the population of the portion(s) of the Facility in operation at the time of referral is at capacity. If the Facility is at or near capacity, Host will work with Sender to determine which juveniles under the supervision of Sender should be released in the event the need arises for additional detention of juveniles at the Facility.

D. Written Concurrence for Non-Routine Services. In the event of non-routine services the Parties agree to discuss said services and create a written concurrence regarding the services in advance. The Parties acknowledge that any emergency circumstances that arise may, in turn, make it unreasonable or unfeasible to discuss and/or create a written concurrence in advance.

E. Additional Expenses. Additional Expense(s) include any and all costs associated with: transportation not expressly provided for in this IGA that are attributable to Sender juveniles; non-routine services and/or materials required by Sender juveniles; and Sender juvenile medical and/or mental-health care and treatment not covered by the daily inmate fee referenced above. Medical and/or mental-health care and treatment not covered by the daily inmate fee include: prescription medication(s), hospital visits or any other medical/mental-health services requiring outside facilities, services or providers, and/or catastrophic medical or mental-health events.

F. Remote Appearance Technology. To the maximum extent possible, and according to the mandates of the Court, the Parties intend to utilize available technology for the remote appearance/attendance of juveniles in hearings, proceedings, meetings, appointments, and evaluations when appropriate and available. Such means/methods may include audio/video conferencing technology and/or telephonic communication. The purpose of doing so is to

maximum the health and safety of all facility occupants and to maximize the efficient use of available time, staff and resources, subject to any requisite court approval or, when applicable, the professional discretion of involved physician(s), other psychiatric or medical professional(s), or legal counsel.

- G. Juvenile Legal Counsel.** Host is *not* responsible for any legal representation required or requested by Sender juveniles. The provision of any such legal counsel and/or any arrangements therefore remain the responsibility of Sender.
- H. Sender Release.** Sender shall notify **Host Intake Unit at (520) 866-4018** when a Sender juvenile is to be released from the Facility to the custody of Sender. Any such release made at the request of Sender shall be at the sole discretion of the Sender and shall, with prior verbal notice confirmed by e-mail or fax, be performed promptly and without undue delay by Host, and shall not require an order of a court. The Facility shall only release the detained juvenile to a specifically identified person that Sender has advised, in writing, is authorized to take custody of the juvenile.
- I. Facility Acceptance or Rejection of Juvenile.** Host retains final and absolute right to refuse acceptance or request removal of any Sender juvenile exhibiting violent or disruptive behavior, or of any juvenile found to have a medical condition that requires medical care beyond the scope of the Facility health provider. In the case of a juvenile already in Facility custody, Host shall notify Sender and request such removals, and shall allow Sender reasonable time to make alternative arrangements for the juvenile.
- J. Open Communications.** Host and Sender shall maintain open communications between each Party's designated point of contact ["POC"] (listed in **Section 9.A**) to ensure the agreed upon facilities and services are provided and maintained throughout the term of this IGA. Parties shall maintain open communication regarding needs arising out of the IGA.
- K. PREA.** The Prison Rape Elimination Act (PREA) 34 U.S.C. §§ 30301—30309 and 28 C.F.R. §§ 115.11—115.501 was established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. The Parties will comply with all standards. The Florence Police Department will be assigned to investigate all incidents of sexual assault allegedly occurring within the Facility. The Parties agree to disclose any knowledge of sexual abuse or sexual harassment that a Sender juvenile may have encountered, whether as the perpetrator or the victim.
- L. Emergency Evacuation.** In the event of any emergency requiring evacuation of the Facility, Host shall evacuate the juvenile in the same manner and with the same safeguards as other juveniles in the Facility. Host shall verbally notify Sender and confirm by e-mail or fax, within four (4) hours of such evacuation.
- M. Force Majeure.** The Parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so.

N. Public Health Crises. In the event of a public health crisis or the like (i.e. COVID 19 pandemic), Sender acknowledges and agrees that Facility is authorized to take all reasonable measures, as determined in the sole discretion of Facility, to protect the health and welfare of Facility occupants. Such measures may include, but are not limited to, stopping all non-essential ingress and/or egress to and from the Facility which may result in the discontinuation of programs and/or practices that pose a high risk of introducing and/or transmitting infection to or between Facility occupants. Additionally, Facility reserves the right to deny entry of a juvenile referred to Facility where, as determined in the sole discretion of Facility, the public interest in detention does not outweigh the risk of introducing infection into the Facility. Further, at the request of Host, Sender may be required to arrange for an initial quarantine detention of any such juvenile before the juvenile may be later transferred into Facility.

5. SUPERVISION

Each Party shall have sole supervisory authority over that party's personnel, operations, services and materials. Each Party agrees that it will be solely responsible for and will assume sole liability for its officer's acts or omissions of any kind, while performing any service or activity under this IGA. Each Party shall remain responsible for its employees' salaries and employee-related benefits, discipline and similar matters and shall be solely responsible for its employee's civil wrongs, and each employee shall be deemed to be performing regular duties for the primary employer Party while engaged in services and activities under this IGA. For the purposes of Workers' Compensation, the Party employing such employee shall be solely liable for the payment of Worker's Compensation benefits payable as the result of the employee's participation in services and activities under this IGA.

6. EQUIPMENT AND MATERIALS

The Parties agree to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this IGA without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal and incidental, or on an emergency basis.

7. BILLING/INVOICING

Billing, invoicing and payment between the Parties arising out of this IGA shall be administered as follows:

- A.** Host shall bill Sender on a monthly basis and send an itemized invoice promptly at the end of each month.
- B.** Sender shall send payment to Host within thirty (30) days of receiving the invoice.
- C.** All billing and payment correspondence shall be sent to the Party contacts provided in **Section 9.A.**

8. INSURANCE

Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage for the duration of this IGA.

9. INDEMNIFICATION AND COOPERATIVE DEFENSE

- A. To the maximum extent permitted by law, each Party (as “**Indemnitor**”) agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “**Claims**”) arising out of actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this section, the governmental parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to **Subsection B** below, including proportionate liability and proportionate payment of litigation fees, expenses and damages. To whatever extent applicable, the Parties agree to abide by the Memorandum of Understanding Regarding Joint Defense (“MOU”) between the Arizona Counties Insurance Pool (“ACIP”) and the Arizona Municipal Risk Retention Pool (“AMRRP”). If applicable, each Party acknowledges that it has received a copy of the MOU from either ACIP or AMRRP.
- B. In the event that a claim, arising from or relating to the activities provided in this IGA, is made against any Party for acts or omissions of any of its employees or officers, it is the intent of the Parties to cooperate fully in the defense of said claim or claims and to cause their insurers to do likewise, to the extent practicable.
- C. The obligations under this section shall survive the termination of this IGA.

10. GENERAL

- A. **NOTICES:** Except as otherwise provided in this IGA, all notices to the other Party required under this IGA shall be in writing and sent to the following personnel:

If to Sender:

Mary Jane Springer _____
Name

Finance Director _____
Title

Gila County _____
Agency/Governmental Entity Name

1400 E. Ash Street _____
Address

Globe _____, AZ **85501** _____
City ZIP

If to Host:

Director
Pinal County Juvenile Court Services
P.O. Box 1009
Florence, Arizona 85132

Notices under this Section shall be deemed completed and effective on the date delivered, if given by facsimile, personal delivery, email or overnight express delivery service, or four days after the date of deposit in the mail if sent through the United States Mail

- B. **MODIFICATION:** This IGA shall not be modified or extended except by a mutually signed written agreement.

- C. RELATIONSHIP OF THE PARTIES:** Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this IGA. This IGA shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This IGA shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this IGA confers any right to any person or entity not a party to this IGA.
- D. WAIVER OF TERMS AND CONDITIONS:** The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this IGA or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.
- E. GOVERNING LAW AND VENUE:** The terms and conditions of this IGA shall be governed by and interpreted in accordance with the laws of the State of Arizona.
- F. INUREMENT, NONASSIGNMENT, SUBCONTRACTING:** All of the terms, covenants and conditions of this IGA shall be binding upon, and shall inure to the benefit of, each Party and the successors and assigns of each Party. The Parties shall not assign nor sub-contract their rights, duties, or obligations under this IGA without the prior written consent of the other Parties.
- G. ENTIRE AGREEMENT:** This IGA represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this IGA shall be valid unless made in writing and signed by the Parties.
- H. SEVERABILITY:** If any part, term or provision of this IGA shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
- I. CONFLICTS OF INTEREST:** To the extent applicable, the provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this IGA.
- J. OTHER DUTIES IMPOSED BY LAW:** Nothing in this IGA shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
- K. COMPLIANCE WITH CIVIL RIGHTS:** To the extent applicable, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- L. E-VERIFY, RECORDS AND AUDITS:** To the extent applicable: Under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the IGA and may result in the termination of the IGA by either party under the terms of this IGA. The Parties each retain the legal right to randomly inspect the papers and records of each other Party and each other Party's subcontractors who work under this IGA to ensure that the other party and its subcontractors are complying with the above-mentioned warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by each other Party. The Parties and their respective subcontractors shall cooperate with each other Party's random inspections including granting the

inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential. The Parties agree to comply with the records retention requirements of A.R.S. § 35-214

- M. INTERPARTY DISPUTE RESOLUTION:** If a dispute between the Parties arises out of or relates to this IGA, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree to resolve all disputes arising out the or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes..
- N. AVAILABILITY OF FUNDS:** In accordance with A.R.S. § 35-154, every payment obligation of each party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and the parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- O. WORKER'S COMPENSATION:** To the extent applicable, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.
- P. COMPLIANCE WITH LAWS AND POLICIES:** To the extent applicable, the Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this IGA. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this IGA and any disputes hereunder. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
- Q. THIRD PARTY ANTITRUST VIOLATIONS:** Pinal, to the extent required by applicable law, assigns to the State of Arizona any claim for overcharges resulting from anti-trust violations to the extent that those violations concern materials or services supplied by third parties to either party, toward fulfillment of this Agreement.
- R. NO JOINT VENTURE:** It is not intended by this IGA to, and nothing contained in this IGA shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- S. NO THIRD PARTY BENEFICIARIES:** Nothing in this IGA is intended to create duties or obligations to or rights in third parties not Parties to this IGA or affect the legal liability of either Party to the IGA by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.
- T. COUNTERPARTS.** This IGA may be executed in any number of counterparts, each of which shall be deemed a duplicate original and all of which when taken together shall constitute one and the same document. Counterparts are effective and binding when this IGA has been executed by all of the Parties

U. HEADINGS: The section headings throughout this IGA shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

(signatures on following pages)

IN WITNESS WHEREOF, the Parties have executed this IGA as of the day and year set forth below.

For **PINAL COUNTY ARIZONA:**

For **GILA COUNTY ARIZONA:**

By: _____
Anthony Smith
Chairman, Board of Supervisors

By: _____
Woody Cline
Chairman, Board of Supervisors

Attest: _____
Clerk of the Board

Attest: _____
Clerk of the Board

Date: _____

Date: _____

**SUPERIOR COURT OF ARIZONA IN AND
FOR PINAL COUNTY**

**SUPERIOR COURT OF ARIZONA IN AND
FOR GILA COUNTY**

Honorable Stephen F. McCarville
Presiding Superior Court Judge

Honorable Timothy Wright
Presiding Superior Court Judge

Date: _____

Date: 10/14/2020

Approved as to Content

Approved as to Content

Director of Juvenile Court Services

Chief Probation Officer

Date: _____

Date: 10/15/20

(signatures continued below)

Determinations of Counsel

Pursuant to A.R.S. § 11-952(D), this Agreement has been reviewed by the undersigned counsel who have determined that it is in appropriate form and is within the powers and authority granted under the laws of the State of Arizona to each respective public body.

ATTORNEY FOR PINAL COUNTY

Deputy Pinal County Attorney

Date: _____

ATTORNEY FOR GILA COUNTY

Gila County Attorney's Office

Date: _____

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN GILA COUNTY, ARIZONA, THE SUPERIOR COURTS OF THE
STATE OF ARIZONA IN AND FOR THE COUNTIES OF GILA AND PINAL COUNTY,
AND PINAL COUNTY, FOR USE OF THE PINAL COUNTY YOUTH JUSTICE
CENTER**

THIS INTERGOVERNMENTAL AGREEMENT dated this 4th day of January, 2017 (“Agreement”), is made by and between Gila County, a political subdivision of the State of Arizona, and the Superior Court of Arizona in and for the County of Gila, on behalf of the Gila County Juvenile Probation Department (“GCJPD”), and the Superior Court of Arizona in and for the County of Pinal, on behalf of the Pinal County Youth Justice Center (“PCYJC” or “Facility”), and Pinal County, a political subdivision of the State of Arizona, for the detention and care of juveniles under the supervision of the GCJPD (all of whom may be collectively referred to as “PARTIES”):

RECITALS

WHEREAS, the Pinal County Board of Supervisors, as required by Arizona Revised Statutes (“A.R.S.”) § 8-305, maintains a detention center that is separate and apart from a jail or lockup in which adults are confined and where juveniles who are alleged to be delinquent or children who are incorrigible and within the provisions of A.R.S. Title 8, Chapter 3, Article 1, shall be detained when necessary before or after a hearing or as a condition of probation; and

WHEREAS, the Presiding Judge of the Juvenile Division of the Superior Court in Pinal County supervises the Facility, as required by A.R.S. § 8-306; and

WHEREAS, A.R.S. §§ 11-951 and 11-952, authorize the various political subdivisions of the State to enter into agreements for services, joint exercises of their respective governmental powers, and facilities.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth, herein, the Parties agree as follows:

AGREEMENT

1. Purpose; Scope of Services

The purpose of this Agreement is to allow the PCYJC to provide, and the GCJPD, to use, for a fee, detention services (“Services”) for housing and detaining juveniles under the supervision of the GCJPD. Pursuant to A.R.S. 8-201(6) a “juvenile” means an individual who is under the age of eighteen years. The Juvenile Justice Center will not accept for detention juveniles who are charged with an incorrigible offense or who are under the age of eight years.

- 1.1 Services will be provided for a fee for all juveniles referred by the GCJPD to the PCYJC, unless the population of the portion(s) of the PCYJC in operation at the time of the referral is at capacity.

- 1.1.1 When the PCYJC is at or near capacity, they will work with the GCJPD to determine which juveniles under the supervision of the GCJPD should be released in the event the need arises for additional detention of juveniles by the PCYJC.
- 1.2 Services provided shall include, but are not to be limited to, housing, food, clothing, normal hygiene, and other routine services and care, including routine medical care, education, recreation, and visitation.
- 1.3 All Services will be provided in compliance with applicable laws, ordinances, state and federal standards and practices. All juveniles referred to the PCYJC by the GCJPD will be treated according to the same rules and regulations applied to other detainees in the custody of the PCYJC.
- 1.4 The PCYJC will arrange for non-routine medical, mental health, and/or educational services by juveniles referred by the GCJPD and detained at the Facility. These non-routine services include, but are not limited to, hospitalization, ambulance, psychiatric assessments, psych-ed evaluation, and medications

2. Payment

- 2.1 The GCJPD agrees to pay the PCYJC a daily rate of \$175 per juvenile. The daily rate begins on the date of arrival. The PCYJC will bill the GCJPD for the date of arrival but not the date of departure. The daily rate includes all Services under paragraph 1.2 above. The daily rates shall not be increased without the written agreement of GCJPD and shall be studied by the Parties every three years.

For example: if a juvenile is admitted at 1900 hours on Sunday and is released at 0700 hours on Monday, the PCYJC will bill for only one day. If a juvenile is admitted at 0100 hours on Sunday and is released at 2359 hours on Monday, the PCYJC will bill for only one day.

- 2.2 The GCJPD agrees to reimburse the PCYJC for the cost of all non-routine medical, mental health, and education services under Paragraph 1.4 above that are required by juveniles referred to the Facility by the GCJPD.
 - 2.2.1 In all emergency situations, the PCYJC shall request the GCJPD's written concurrence as to the non-routine services to be provided to juveniles referred to the Facility by the GCJPD and as to the costs to be reimbursed prior to the provision of any such non-routine services under paragraph 1.4 above.
 - 2.2.2 The PCYJC shall have sole responsibility and discretion for determining whether a situation is an emergency, or becomes an emergency while

awaiting the GCJPD's concurrence as to non-routine, non-emergency services and the GCJPD shall defer to the PCYJC's assessment of the situation and determination regarding the emergency or non-emergency nature of the situation.

2.2.3 The PCYJC will notify the GCJPD of any emergency situation and services within 24 hours of its or their occurrence.

2.3 The PCYJC will provide an invoice to the GCJPD on a monthly basis for Services rendered.

2.4 The GCJPD will pay the PCYJC promptly upon receipt of the invoice, but in any event such payment shall be made no later than thirty days after the date of the invoice.

3. Term; Termination

3.1 The initial term of this Agreement shall be for a period from January 4, 2017 to January 3, 2018, unless terminated earlier as provided herein, provided that unless any Party gives notice to the others of its intention not to renew, at least thirty days before the end of said initial term, or of any renewal term, this IGA shall be automatically renewed for an additional one year period, for a total period not to exceed ten years per A.R.S. § 11-952(J).

3.2 The Parties may terminate this Agreement at any time if they mutually agree to do so in a written document signed by the Parties. In addition, any party to this Agreement may terminate this Agreement unilaterally, with or without cause, prior to the normal expiration of its term by providing the other Parties with no less than thirty days advance written notice of termination.

3.3 Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed, resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

4. Referrals; Booking

- 4.1 GCJPD will contact **PCYJC Intake unit @ (520)866-4018**, prior to transporting a juvenile to the Facility for admission.
- 4.2 GCJPD will provide to PCYJC a Court Order and/or referral and affidavit to detain the juvenile. PCYJC may request additional information including but not limited to, information regarding the juvenile's family history, behavioral issues, medical, mental health, psychological evaluations, school, and/or social history for admission and monitoring purposes.

GCJPD shall ensure that No juvenile shall be held at PCYJC for more than twenty-four hours unless a petition alleging incorrigible or delinquent conduct or a criminal complaint has been filed and a copy provided to the PCYJC Intake unit. No juvenile shall be held longer than twenty four hours after the filing of a petition unless so ordered by the court after a hearing.
- 4.3 GCJPD shall ensure that if a hearing is not held within twenty-four hours of the time of filing of the petition, the juvenile shall be released from PCYJC to a parent, guardian, custodian or other responsible person. If no parent, guardian, custodian or other responsible person can be located, PCYJC shall release the juvenile to the Department of Child Safety. PCYJC shall notify Gila County Juvenile Court of the release.
- 4.4 GCJPD will not deliver to the Facility juveniles who are under the influence of controlled substances, or who are experiencing serious medical or mental health concerns, including self-harm behavior, without first obtaining a medical release from an appropriate medical and/or mental health professional or hospital.
- 4.5 PCYJC retains final and absolute right either to refuse acceptance, or request removal, of any GCJPD-held juvenile exhibiting violent or disruptive behavior, or of any juvenile found to have a medical condition that requires medical care beyond the scope of the PCYJC health provider. In the case of a juvenile already in custody, PCYJC shall notify GCJPD and request such removals, and shall allow GCJPD reasonable time to make alternative arrangements for the juvenile.
- 4.6 In the event of any emergency requiring evacuation of the Facility, PCYJC shall evacuate the juvenile in the same manner, and with the same safeguards, as it employs for juveniles detained under PCYJC's authority. PCYJC shall verbally notify GCJPD, and confirm by e-mail or fax, within two hours of such evacuation.

5. Release; Review

- 5.1 GCJPD shall notify **PCYJC Intake Unit (520) 866-4018** when detained juvenile under its supervision is to be released from the Facility to the custody of Gila County. Any such release made at the request of the GCJPD shall be at the sole discretion of the GCJPD and shall, with prior verbal notice confirmed by e-mail or fax, be performed promptly and without undue delay by the PCYJC, and shall not require an order of a court. The Facility shall only release a detained juvenile to a specifically identified person that the GCJPD has advised, in writing, is authorized to take custody of the juvenile.

6. Transportation; Legal Representation of Detainees

- 6.1 GCJPD shall provide transportation to and from the PCYJC when juveniles under its supervision are booked into and released from the Facility, when appearances are required at court hearings, and, when medical, dental, or other appointments for any such juvenile are scheduled with/outside the Florence area. PCYJC staff will assist when available on transports within the Florence area.
- 6.2 Neither the County nor the PCYJC shall be responsible for any legal representation needed by juveniles under the GCJPD's supervision that are detained at the Facility.

7. Communication

The GCJPD and PCYJC shall at all times maintain close communications through designated staff regarding the status of juveniles under its supervision.

8. Choice of Law

The Agreement is made and to be performed in the State of Arizona and shall be construed, enforced, and governed by the internal, substantive laws of the State of Arizona without regard to conflict of law principles.

9. Notices

All notices, requests for payment, or other correspondence between the parties regarding this Agreement shall be mailed or delivered personally to the respective Parties to the following addresses:

For Pinal County
Denise Smith
Director of Juvenile Services
P. O. Box 1009
Florence, AZ 85132
(520) 866-7067

For Gila County
Steven Lessard
Chief Probation Officer
1400 E. Ash Street
Globe, AZ. 85501
(928) 402-4436

Notices under this Section shall be deemed completed and effective on the date delivered, if given by facsimile, personal delivery, email or overnight express delivery service, or four days after the date of deposit in the mail if sent through the United States Mail.

10. Conflict of Interest

This Agreement is subject to cancellation or termination pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by this reference.

11. Entire Agreement; Amendment(s)

This Agreement constitutes the entire agreement and understanding between the Parties with respect to, and supersedes any and all prior agreements, understanding, negotiations, and representation regarding the subject matter of this Agreement. This Agreement may only be amended in writing upon mutual agreement of the Parties.

12. Recordation

Upon approval and execution of this Agreement by the Parties, the County shall cause this Agreement to be recorded in the Official Records of the Pinal County Recorder's Office.

13. Construction; Section Headings

Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine, neutral or feminine shall include each of the other. This Agreement is the result of negotiations between the Parties and shall not be construed for or against any of the Parties as a consequence of any Party's role or the role of any Party's attorney in the preparation or drafting of this Agreement or any amendments hereto. The Section Headings contained in this Agreement are for the convenience and reference of the Parties and are not intended to define or limit the meaning or scope of any provision of this Agreement.

14. Compliance with Laws; Non-Discrimination

The Parties and their employees and agents shall at all times comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, and codes, and all orders and decrees of bodies or tribunals having jurisdiction or authority, which may in any manner affect the provision of Services under this Agreement. In addition, the Parties agree to comply with all applicable court orders, and state and federal laws, rules, regulations and executive orders governing non-discrimination, including the Americans with Disabilities Act, equal employment opportunity laws, and immigration laws. Each Party shall include a clause to this effect in all subcontracts related to this Agreement.

15. Independent Contractor Status

This Agreement does not create an employee/employer relationship or a joint employment relationship between the Parties. Rather, it is understood and agreed that the Parties at all times shall be deemed independent contractors of each other for all purposes, and that no Party to this Agreement nor its employees or agents shall be considered employees of any other Party under this Agreement.

16. Inurement; Assignment; Subcontracting

All of the terms, covenants and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, each Party and the successors and assigns of each Party. The Parties shall not assign nor sub-contract their rights, duties, or obligations under this Agreement without the prior written consent of the other Parties.

17. No Third Party Beneficiaries

There are no third party beneficiaries of this Agreement and no third party shall be entitled to claim any right or interest under or by reason of this Agreement or to enforce any Provision of this Agreement.

18. Counterpart Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original and all of which when taken together shall constitute one and the same document. Counterparts are effective and binding when this Agreement has been executed by all of the Parties.

19. Liability and Indemnification

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

20. E-verify

In accordance with A.R.S. § 41-4401, the Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employee verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Each Party and subcontractor warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with

A.R.S. § 23-214 subsection A. A breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. Each Party retains the legal right to inspect the papers of any other Party or subcontractor employee who works on the contract to ensure compliance with this warranty.

21. Arbitration

Pursuant to Section 12-1518 of the Arizona Revised Statutes, the Parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.

22. PREA Compliance

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012), 42 U.S.C. §§ 15601-15609 (2012), was established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. PCJYC will comply with all standards outlined in the Final Rule. The Florence Police Department will be assigned to investigate all incidents of sexual assault allegedly occurring within the Youth Justice Center. The Parties agree to disclose any knowledge of sexual abuse or sexual harassment that a Gila County detained youth may have encountered, whether as the perpetrator or the victim.

23. Records Retention

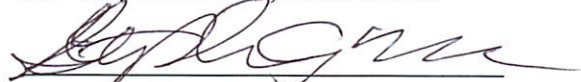
The Parties agree to comply with the records retention requirements of A.R.S. § 35-214.

24. Financing

Gila County will use the cost savings from closing its juvenile detention center to finance this agreement.

By their signatures set forth below, the Parties agree to and accept the terms, conditions, and provisions of this Agreement.

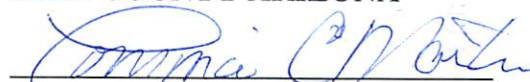
PINAL COUNTY, ARIZONA



Steven Miller, Chairman
Pinal County Board of Supervisors

Date: 5/17/17

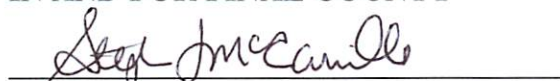
GILA COUNTY ARIZONA



Tommie C. Martin
Gila County Board of Supervisors

Date: 6-20-17

**SUPERIOR COURT OF ARIZONA
IN AND FOR PINAL COUNTY**



Honorable Stephen F. McCarville
Presiding Superior Court Judge

Date: MAY 4 2017

**SUPERIOR COURT OF ARIZONA
IN AND FOR GILA COUNTY**



Honorable Timothy Wright
Presiding Superior Court Judge

Date: 6/13/17

Approved as to Content



Denise Smith
Director of Juvenile Court Services
Pinal County

Date: 5-4-17



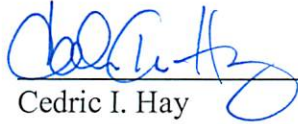
Steven Lessard
Chief Probation Officer
Gila County

Date: 6-13-17

Determinations of Counsel

Pursuant to A.R.S. § 11-952(D), this Agreement has been reviewed by the undersigned counsel who have determined that it is in appropriate form and is within the powers and authority granted under the laws of the State of Arizona to each respective public body.

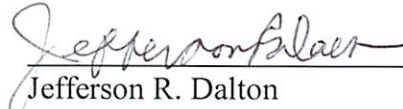
ATTORNEY FOR PINAL COUNTY



Cedric I. Hay
Deputy Pinal County Attorney
Civil Division
for Kent Volkmer, County Attorney

Date: 5-24-17

ATTORNEY FOR GILA COUNTY



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

Date: 6-20-17

ARF-6244

Regular Agenda Item 3. G.

Regular BOS Meeting

Meeting Date: 11/03/2020

Submitted For: Mary Springer, Finance Director

Submitted By: Maryn Belling, Budget Manager

Department: Finance

Fiscal Year: FY19-20

Budgeted?: Yes

Contract Dates 7-1-19 to 6-30-20

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Budgeted and Unbudgeted County Inter-fund Transfers for FY2020

Background Information

During the course of routine business, the Finance Department prepares fund transfers. The Finance Department shall bring forth each year the transfers for the Board's review, discussion, and approval to remain compliant with A.R.S. § 42-17106.

A.R.S. § 42-17106. Expenditures limited to budgeted purposes; transfer of monies. A. Except as provided in subsection B, a county, city, or town shall not: 1. Spend money for a purpose that is not included in its budget. 2. Spend money or incur or create a debt, obligation, or liability in a fiscal year in excess of the amount stated for each purpose in the final adopted budget for that year, except as provided by law, revenue in excess of that amount required to meet expenditures, debts, obligations and liabilities that are incurred under the budget. B. A governing body may transfer monies between budget items if all of the following apply: 1. The monies are available. 2. The transfer is in the public interest and based on a demonstrated need. 3. The transfer does not result in a violation of the limitations prescribed in article IX, sections 19 and 20, Constitution of Arizona. 4. A majority of the members of the governing body votes affirmatively on the transfer at a public meeting.

Evaluation

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

Conclusion

In order to be compliant with A.R.S. § 42-17106, the Finance Department requests the Board to approve the inter-fund transfers.

Recommendation

Staff recommends approval.

Suggested Motion

Information/Discussion/Action to approve the budgeted and unbudgeted inter-fund transfers for FY 2020. **(Maryn Belling)**

Attachments

Memo to S. Coons-Public Works Re: Inter-Fund Transfers

General Journal of Inter-Fund Transfers

Crossfund Report as of 6/30/2020

ARS 42-1710

Belling, Maryn

From: Belling, Maryn
Sent: Thursday, September 10, 2020 5:07 PM
To: Coons, Shannon
Cc: Springer, Mary
Subject: Re: Transfer of Funds from 6510 to 6511

Hi Shannon,
This can be included in the agenda item I'm presenting on 10/6 at the BOS meeting.
Agenda item is 6244.

Have a great evening,
Maryn

From: Coons, Shannon
Sent: Thursday, September 10, 2020 4:43:15 PM
To: Belling, Maryn
Cc: Springer, Mary
Subject: Transfer of Funds from 6510 to 6511

Maryn or Mary,

If I were to transfer about \$206,000 from 6510 Transportation Excise Tax Fund to 6511 Tonto Creek Bridge Fund for the final Environmental update will I have to go to the Board? It was approved as a transfer in the budget for FY2021.

There is another invoice coming soon from Kimley Horn and I would like to keep the 6511 fund in the black during the year. The balance as of August 31 is \$1,749 according to the Treasurer.

Thank you,

Shannon Coons
928-402-8521
Gila County Public Works

**GILA COUNTY
GENERAL JOURNAL**

Journal # _____

Prepared Date _____

Posted Date _____

| ACCOUNT TITLE | Object Code Name | Fund | Department | Object Code | DEBIT | CREDIT |
|--|---------------------------|------|------------|-------------|--------------|--------------|
| General Fund Due from Other Funds - Facilities | Due from Other Funds | 1005 | | 1330.00 | | |
| General Fund Due from Other Funds - Indirect Costs | Due from Other Funds | 1005 | | 1330.00 | 898,421.30 | |
| General Fund Transfer In From Indirect Costs | Transfer In | 1005 | 201.140 | 3930.00 | | 898,421.30 |
| General Fund Transfer In from Other Funds for Facilities | Transfer In | 1005 | 201.140 | 3930.00 | | |
| General Fund Transfer Out | Transfer Out | 1005 | 201.140 | 3940.00 | 4,930,919.11 | |
| General Fund Due to Other Funds | Due to Other Funds | 1005 | | 2320 | | 4,930,919.11 |
| Capital Improvements Due from Other Funds | Due from Other Funds | 1007 | | 1330.00 | 1,004,223.43 | |
| Capital Improvements Transfer In | Transfer In | 1007 | | 3930.00 | | 1,004,223.43 |
| Indirect Cost Reimbursement - Due to Other Funds | Due to Other Funds | 1111 | | 2320 | | 898,421.30 |
| Indirect Cost Reimbursement - Transfer Out | Transfer Out | 1111 | 201.201 | 3940 | 898,421.30 | |
| Bond Issuance Due from Other Funds | Due from Other Funds | 1114 | | 1330.00 | 600.00 | |
| Bond Issuance Transfer In | Transfer In | 1114 | | 3930.00 | | 600.00 |
| Housing Due from Other Funds | Due from Other Government | 2000 | 171 | 1330.00 | 196,000.00 | |
| Housing Transfer In | Transfer In | 2000 | | 3930.00 | | 196,000.00 |
| DES Community Action Program Due from Other Government | Due from Other Government | 2003 | 171 | 1330.00 | 91,957.17 | |
| DES Community Action Program Transfer In | Transfer In | 2003 | 171 | 3930.00 | | 91,957.17 |
| Weatherization Assistance Due from Other Government | Due from Other Government | 2005 | | 1330.00 | 106,334.36 | |
| Weatherization Assistance Transfer In | Transfer In | 2005 | 171 | 3930.00 | | 106,334.36 |
| SNAP Due from Other Government | Due from Other Government | 2006 | | 1330.00 | 8,669.98 | |
| SNAP Transfer In | Transfer In | 2006 | 171 | 3930.00 | | 8,669.98 |
| GEST - Due from Other Government | Due from Other Government | 2012 | | 1330.00 | 103,199.04 | |
| GEST Transfer In | Transfer In | 2012 | 171 | 3930.00 | | 103,199.04 |
| WIC Due from Other Government | Due from Other Government | 2518 | | 1330.00 | 3,627.15 | |
| WIC Transfer In | Transfer In | 2518 | 404 | 3930.00 | | 3,627.15 |
| Population Health Initiative Due from Other Government | Due from Other Government | 2527 | | 1330.00 | 14,911.81 | |
| PHI Transfer In | Transfer In | 2527 | 404 | 3930.00 | | 14,911.81 |
| Tobacco Free Environment Due from Other Government | Due from Other Government | 2552 | | 1330.00 | 15,353.40 | |
| Tobacco Free Environment Transfer In | Transfer In | 2552 | 404 | 3930.00 | | 15,353.40 |
| Prop 201 Smoke Free Arizona Due from Other Government | Due from Other Government | 2557 | | 1330.00 | 33,012.47 | |
| Prop 201 Smoke Free Arizona Transfer In | Transfer In | 2557 | 404 | 3930.00 | | 33,012.47 |
| Public Hlth Accreditation 93.991 | Due from Other Government | 2558 | | 1330.00 | 13,928.03 | |
| Public Hlth Accreditation 93.991 | Transfer In | 2558 | 404 | 3930.20 | | 13,928.03 |
| Teen Pregnancy Prevention Svcs | Due from Other Government | 2560 | | 1330.00 | 19,262.67 | |
| Teen Pregnancy Prevention Svcs | Transfer In | 2560 | 404 | 3930.20 | | 19,262.67 |
| Supp Nutrtn Asst Prg Ed 10.561 | Due from Other Government | 2571 | | 1330.00 | 32,914.75 | |
| Supp Nutrtn Asst Prg Ed 10.561 | Transfer In | 2571 | 404 | 3930.20 | | 32,914.75 |
| Hazard Materials Emerg. Prepared | Due from Other Government | 2576 | | 1330.00 | 37,000.55 | |
| Hazard Materials Emerg. Prepared | Transfer In | 2576 | 404 | 3930.20 | | 37,000.55 |
| @Narcotics Task Force | Due from Other Government | 3000 | | 1330.00 | 1,277.19 | |
| @Narcotics Task Force | Transfer In | 3000 | 300 | 3930.20 | | 1,277.19 |
| Drug Gang Violent Crime 16.738 | Due from Other Government | 3001 | | 1330.00 | 112,119.71 | |
| Drug Gang Violent Crime 16.738 | Transfer In | 3001 | 300 | 3930.20 | | 112,119.71 |
| Sheriff Special Projects | Due from Other Government | 3012 | | 1330.00 | 753.43 | |
| Sheriff Special Projects | Transfer In | 3012 | 300 | 3930.20 | | 753.43 |
| GOHS Hwy Safety STEP 20.600 | Due from Other Government | 3075 | | 1330.00 | 0.03 | |
| GOHS Hwy Safety STEP 20.600 | Transfer In | 3075 | 300 | 3930.20 | | 0.03 |
| IV-D Child Support 93.563 | Due from Other Government | 3509 | | 1330.00 | 6,133.53 | |
| IV-D Child Support 93.563 | Transfer In | 3509 | 301 | 3930.20 | | 6,133.53 |
| IV D Incentive/SSRE 93.563 | Due from Other Government | 3510 | | 1330.00 | 177,296.84 | |
| IV D Incentive/SSRE 93.563 | Transfer In | 3510 | 301 | 3930.20 | | 177,296.84 |
| Attorney's Justice Enhancement | Due from Other Government | 3531 | | 1330.00 | 299,233.86 | |
| Attorney's Justice Enhancement | Transfer In | 3531 | 301 | 3930.20 | | 299,233.86 |
| Diversion Program CA | Due from Other Government | 3542 | | 1330.00 | 460,941.46 | |
| Diversion Program CA | Transfer In | 3542 | 301 | 3930.20 | | 460,941.46 |
| A G Victim Rights | Due from Other Government | 3557 | | 1330.00 | 48,448.35 | |
| A G Victim Rights | Transfer In | 3557 | 301 | 3930.20 | | 48,448.35 |
| Victim Compensation | Due from Other Government | 3560 | | 1330.00 | 10,495.65 | |
| Victim Compensation | Transfer In | 3560 | 301 | 3930.20 | | 10,495.65 |
| Drug Prosecution Grant 16.738 | Due from Other Government | 3561 | | 1330.00 | 233,167.57 | |
| Drug Prosecution Grant 16.738 | Transfer In | 3561 | 301 | 3930.20 | | 233,167.57 |
| Crime Victim Assistance Prog | Due from Other Government | 3563 | | 1330.00 | 61,705.42 | |
| Crime Victim Assistance Prog | Transfer In | 3563 | 301 | 3930.20 | | 61,705.42 |
| Adult Intensive Prob Supervision | Due from Other Government | 4051 | | 1330.00 | 47,125.85 | |
| Adult Intensive Prob Supervision | Transfer In | 4051 | 335 | 3930.20 | | 47,125.85 |
| State Aid Enhancement | Due from Other Government | 4059 | | 1330.00 | 209,098.72 | |
| State Aid Enhancement | Transfer In | 4059 | 335 | 3930.20 | | 209,098.72 |
| Juvenile Evening/Weekend Res Ctr | Due from Other Government | 4151 | | 1330.00 | 819.52 | |
| Juvenile Evening/Weekend Res Ctr | Transfer In | 4151 | 336 | 3930.20 | | 819.52 |
| CASA - Globe | Due from Other Government | 4178 | | 1330.00 | 21,181.14 | |
| CASA - Globe | Transfer In | 4178 | 333 | 3930.20 | | 21,181.14 |
| Juvenile Drug Court | Due from Other Government | 4189 | | 1330.00 | 642.53 | |
| Juvenile Drug Court | Transfer In | 4189 | 336 | 3930.20 | | 642.53 |
| Juvenile Standards Probation | Due from Other Government | 4197 | | 1330.00 | 6,086.08 | |
| Juvenile Standards Probation | Transfer In | 4197 | 336 | 3930.20 | | 6,086.08 |
| Law Library Fund | Due from Other Government | 4501 | | 1330.00 | 88,038.17 | |
| Law Library Fund | Transfer In | 4501 | 337 | 3930.20 | | 88,038.17 |
| Conciliation Court Fund | Due from Other Government | 4502 | | 1330.00 | 102,504.76 | |
| Conciliation Court Fund | Transfer In | 4502 | 303 | 3930.20 | | 102,504.76 |
| Local Probate Assessment Fee | Due from Other Government | 4542 | | 1330.00 | 29,287.24 | |
| Local Probate Assessment Fee | Transfer In | 4542 | 333 | 3930.20 | | 29,287.24 |
| Field Trainer | Due from Other Government | 4556 | | 1330.00 | 77,880.78 | |
| Field Trainer | Transfer In | 4556 | 333 | 3930.20 | | 77,880.78 |
| Aid to Indigent Defense | Due from Other Government | 4569 | | 1330.00 | 215,968.49 | |
| Aid to Indigent Defense | Transfer In | 4569 | 345 | 3930.20 | | 215,968.49 |
| Dependency Surge | Due from Other Government | 4579 | | 1330.00 | 0.57 | |

| | | | | | | |
|---------------------------------|---------------------------|------|-----|----------------|---------------|---------------|
| Dependency Surge | Transfer In | 4579 | 333 | 3930.20 | | 0.57 |
| Arizona Lengthy Trial Fund | Due from Other Government | 4800 | | 1330.00 | 7,647.00 | |
| Arizona Lengthy Trial Fund | Transfer In | 4800 | 302 | 3930.20 | | 7,647.00 |
| Brownsfield Grant 66.817 | Due from Other Government | 5100 | | 1330.00 | 103,997.64 | |
| Brownsfield Grant 66.817 | Transfer In | 5100 | 201 | 3930.20 | | 103,997.64 |
| TE Sidewalks Sixshooter | Due from Other Government | 6593 | | 1330.00 | 17,647.00 | |
| TE Sidewalks Sixshooter | Transfer In | 6593 | 341 | 3930.20 | | 17,647.00 |
| Facilities Management | Due from Other Government | 6880 | | 1330.00 | 4,759,776.70 | |
| Facilities Management | Transfer In | 6880 | 341 | 3930.20 | | 4,759,776.70 |
| | | | | | | |
| HHS Polling Place Access 93.617 | Due from Other Government | 7351 | | 1330.00 | 4.47 | |
| HHS Polling Place Access 93.617 | Transfer In | 7351 | 103 | 3930.20 | | 4.47 |
| EECO | Due from Other Government | 7494 | | 1330.00 | 12,000.00 | |
| EECO | Transfer In | 7494 | 316 | 3930.20 | | 12,000.00 |
| | | | | TOTAL OF ENTRY | 15,520,036.22 | 15,520,036.22 |

Explanation of Journal

To resolve year-end crossfund deficits for financial statement presentation. Cash entry will be made as of July 1, 2020.

Departmental / Offices

Finance Department

Prepared By: _____

Finance Approval: _____

Approved By: _____

Posted By: _____

Gila County
6/30/2020
Crossfund Report
Deficit Fund Balance Listing

| Fund | Description | Paying Fund | Paying Fund Description | Beginning Balance | Total Debits | Total Credits | 6/30/2020 Ending Balance |
|------|----------------------------------|-------------|----------------------------------|-------------------|--------------|---------------|--------------------------|
| 1007 | Capital Improvements | 1007 | Capital Improvements | (1,089,654.25) | 1,467,232.44 | 1,381,801.62 | \$ (1,004,223.43) |
| 1008 | Health Service Fund | 1008 | Health Service Fund | (599,355.21) | 830,387.51 | 823,462.57 | \$ (592,430.27) |
| 1009 | Rabies Control | 1009 | Rabies Control | (361,675.92) | 463,599.38 | 414,806.30 | \$ (312,882.84) |
| 1114 | Bond Issuance 2009 | 1114 | Bond Issuance 2009 | - | 292,648.00 | 293,248.00 | \$ (600.00) |
| 1115 | Non-Capitalized Projects | 1115 | Non-Capitalized Projects | (887,140.43) | 888,712.13 | 482,758.22 | \$ (481,186.52) |
| 1119 | Emergency Response | 1119 | Emergency Response | (19,294.82) | 32,155.76 | 263,541.34 | \$ (250,680.40) |
| 1124 | Superior & JP Crts Security | 1124 | Superior & JP Crts Security | (219,817.71) | 219,817.71 | 184,389.99 | \$ (184,389.99) |
| 1820 | Credit Card Revolving | 1820 | Credit Card Revolving | 286,956.85 | 2,996,340.55 | 3,440,102.30 | \$ (156,804.90) |
| 1827 | @County Health Insurance Pool | 1827 | @County Health Insurance Pool | - | - | 138.93 | \$ (138.93) |
| 2000 | Housing | 2000 | Housing | (212,002.58) | 130,270.55 | 214,698.62 | \$ (296,430.65) |
| 2002 | Housing Rehabilitation | 2002 | Housing Rehabilitation | (2,173.91) | 383,115.13 | 394,986.24 | \$ (14,045.02) |
| 2003 | DES Community Action Program | 2003 | DES Community Action Program | (128,441.42) | 504,142.06 | 467,657.79 | \$ (91,957.15) |
| 2005 | WeatherizationAsst 81.042/93.568 | 2005 | WeatherizationAsst 81.042/93.568 | (33,589.66) | 140,109.81 | 212,854.51 | \$ (106,334.36) |
| 2006 | Supp Nutrition Assist Prg 10.561 | 2006 | Supp Nutrition Assist Prg 10.561 | 10,520.23 | 87,900.24 | 107,090.45 | \$ (8,669.98) |
| 2012 | GEST | 2012 | GEST | (18,379.82) | 412,684.99 | 497,504.21 | \$ (103,199.04) |
| 2518 | WIC 10.557 | 2518 | WIC 10.557 | (9,887.50) | 229,597.74 | 223,337.39 | \$ (3,627.15) |
| 2520 | @WIC Special Projects | 2520 | @WIC Special Projects | (65.03) | - | - | \$ (65.03) |
| 2527 | Population Health Initiative | 2527 | Population Health Initiative | (8,184.56) | 66,322.00 | 73,049.25 | \$ (14,911.81) |
| 2529 | RXP - Presc Drug OD Prev 93.136 | 2529 | RXP - Presc Drug OD Prev 93.136 | (29,097.84) | 143,421.12 | 224,912.95 | \$ (110,589.67) |
| 2530 | HIV Consortium 93.917 | 2530 | HIV Consortium 93.917 | (85,696.98) | 299,449.35 | 247,801.53 | \$ (34,049.16) |
| 2550 | Public Health Emerg Prep 93.069 | 2550 | Public Health Emerg Prep 93.069 | (111,034.37) | 304,802.73 | 234,877.93 | \$ (41,109.57) |
| 2552 | Tobacco Free Environment | 2552 | Tobacco Free Environment | (8,681.26) | 125,968.95 | 132,641.09 | \$ (15,353.40) |
| 2557 | Prop 201 Smoke Free AZ Act | 2557 | Prop 201 Smoke Free AZ Act | (24,952.23) | 38,990.31 | 47,050.55 | \$ (33,012.47) |
| 2558 | Public Hlth Accreditation 93.991 | 2558 | Public Hlth Accreditation 93.991 | 402.04 | 48,840.00 | 63,170.07 | \$ (13,928.03) |
| 2560 | Teen Pregnancy Prevention Svcs | 2560 | Teen Pregnancy Prevention Svcs | (4,385.23) | 192,416.10 | 207,293.54 | \$ (19,262.67) |
| 2571 | Supp Nutrtn Asst Prg Ed 10.561 | 2571 | Supp Nutrtn Asst Prg Ed 10.561 | (14,241.75) | 159,258.87 | 177,931.87 | \$ (32,914.75) |
| 2576 | Hazard Materials Emerg. Prepared | 2576 | Hazard Materials Emerg. Prepared | - | 22,500.00 | 59,500.55 | \$ (37,000.55) |
| 3000 | @Narcotics Task Force | 3000 | @Narcotics Task Force | - | - | 1,277.19 | \$ (1,277.19) |
| 3001 | Drug Gang Violent Crime 16.738 | 3001 | Drug Gang Violent Crime 16.738 | 23,615.90 | 249,044.30 | 384,779.91 | \$ (112,119.71) |
| 3012 | Sheriff Special Projects | 3012 | Sheriff Special Projects | 89,877.56 | - | 90,630.99 | \$ (753.43) |
| 3075 | GOHS Hwy Safety STEP 20.600 | 3075 | GOHS Hwy Safety STEP 20.600 | 810.99 | 22,993.41 | 23,804.43 | \$ (0.03) |
| 3509 | IV-D Child Support 93.563 | 3509 | IV-D Child Support 93.563 | 286,833.80 | 534,701.68 | 827,669.01 | \$ (6,133.53) |
| 3510 | IV D Incentive/SSRE 93.563 | 3510 | IV D Incentive/SSRE 93.563 | (177,296.84) | - | - | \$ (177,296.84) |
| 3531 | Attorney's Justice Enhancement | 3531 | Attorney's Justice Enhancement | (208,287.85) | 113,171.70 | 204,117.71 | \$ (299,233.86) |
| 3542 | Diversion Program CA | 3542 | Diversion Program CA | (293,563.43) | 70,304.00 | 237,682.03 | \$ (460,941.46) |
| 3557 | A G Victim Rights | 3557 | A G Victim Rights | (17,401.55) | 23,300.00 | 54,346.80 | \$ (48,448.35) |
| 3560 | Victim Compensation | 3560 | Victim Compensation | (9,557.18) | 5,930.54 | 6,869.01 | \$ (10,495.65) |
| 3561 | Drug Prosecution Grant 16.738 | 3561 | Drug Prosecution Grant 16.738 | (195,220.51) | 44,621.25 | 82,568.31 | \$ (233,167.57) |
| 3563 | Crime Victim Assistance Prog | 3563 | Crime Victim Assistance Prog | (51,691.76) | 20,469.91 | 30,483.57 | \$ (61,705.42) |
| 4051 | Adult Intensive Prob Supervision | 4051 | Adult Intensive Prob Supervision | (44,024.19) | 286,616.90 | 289,718.56 | \$ (47,125.85) |
| 4059 | State Aid Enhancement | 4059 | State Aid Enhancement | (188,827.72) | 440,438.59 | 460,709.59 | \$ (209,098.72) |
| 4151 | Juvenile Evening/Weekend Res Ctr | 4151 | Juvenile Evening/Weekend Res Ctr | (819.52) | - | - | \$ (819.52) |
| 4178 | CASA - Globe | 4178 | CASA - Globe | (13,237.95) | 71,399.81 | 79,343.00 | \$ (21,181.14) |
| 4189 | Juvenile Drug Court | 4189 | Juvenile Drug Court | (642.53) | - | - | \$ (642.53) |
| 4197 | Juvenile Standards Probation | 4197 | Juvenile Standards Probation | (8,841.34) | 126,321.57 | 123,566.31 | \$ (6,086.08) |
| 4501 | Law Library Fund | 4501 | Law Library Fund | (50,054.84) | 33,831.45 | 71,814.78 | \$ (88,038.17) |
| 4502 | Conciliation Court Fund | 4502 | Conciliation Court Fund | (53,322.46) | 27,577.70 | 76,760.00 | \$ (102,504.76) |
| 4542 | Local Probate Assessment Fee | 4542 | Local Probate Assessment Fee | (11,471.57) | 9,289.51 | 27,105.18 | \$ (29,287.24) |
| 4556 | Field Trainer | 4556 | Field Trainer | (57,210.84) | 37,500.00 | 58,169.94 | \$ (77,880.78) |
| 4569 | Aid to Indigent Defense | 4569 | Aid to Indigent Defense | 64,436.68 | 3,727.68 | 284,132.85 | \$ (215,968.49) |
| 4579 | Dependency Surge | 4579 | Dependency Surge | (0.57) | - | - | \$ (0.57) |
| 4800 | Arizona Lengthy Trial Fund | 4800 | Arizona Lengthy Trial Fund | - | - | 7,647.00 | \$ (7,647.00) |
| 5100 | Brownsfield Grant 66.817 | 5100 | Brownsfield Grant 66.817 | (89,060.87) | - | 14,936.77 | \$ (103,997.64) |
| 6593 | TE Sidewalks Sixshooter | 6593 | TE Sidewalks Sixshooter | (17,647.00) | - | - | \$ (17,647.00) |
| 6880 | Facilities Management | 6880 | Facilities Management | (2,371,551.75) | 15,026.10 | 2,403,251.05 | \$ (4,759,776.70) |
| 7050 | @Summer Youth Development | 7050 | @Summer Youth Development | (0.51) | - | - | \$ (0.51) |
| 7351 | HHS Polling Place Access 93.617 | 7351 | HHS Polling Place Access 93.617 | (4.47) | - | - | \$ (4.47) |
| 7494 | EEOC | 7494 | EEOC | - | - | 12,000.00 | \$ (12,000.00) |
| 7512 | Upper Glendale/Central Hgts SLID | 7512 | Upper Glendale/Central Hgts SLID | (203.40) | 1,327.70 | 1,270.39 | \$ (146.09) |
| 7516 | Claypool/Lower Miami SLID | 7516 | Claypool/Lower Miami SLID | (1,962.54) | 21,120.57 | 22,239.95 | \$ (3,081.92) |

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

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

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

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

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

ARF-6327

Regular Agenda Item 3. H.

Regular BOS Meeting

Meeting Date: 11/03/2020

Submitted For: Woody Cline, Member, Board of Supervisors

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

Information

Request/Subject

Approve the Chairman's signature on a letter to the Chairman of the Yavapai-Apache Nation Tribal Council requesting assistance with improvements to the Bob Bear Trail.

Background Information

The Bob Bear Trail is an old two-track road constructed by the Forest Service in 1962. The road has deteriorated over the years due to a lack of maintenance and needs some repairs. It takes emergency responders 5 to 7 hours to conduct a rescue mission where in the past it only took 90 minutes. A meeting was held on October 9, 2020, in Pine and included Gary Morris from the Pine-Strawberry Fire Department, Yavapai-Apache Nation Tribal Council Chairman Jon Huey, the Yavapai Apache Nation Archeologist, Forest Service staff, and Gila County Sheriff's Office Search and Rescue. The group visited the Bob Bear Trail to get a firsthand look at the repairs needed to make the trail more accessible for emergency responders. It was determined at this meeting that Gila County needed to provide a letter to the Chairman of the Yavapai-Apache Nation Tribal Council requesting the Council's assistance with this project.

Evaluation

The action requested is for the Board of Supervisors to approve the Chairman's signature on the letter dated November 3, 2020, requesting assistance from the Yavapai-Apache Nation Tribal Council to make improvements to the Bob Bear Trail.

Conclusion

It is in the best interests of Gila County to begin the process of facilitating the agencies involved to make the needed improvements to the Bob Bear Trail. This letter of request to the Chairman of the Yavapai-Apache Nation Tribal Council is the first step in the process.

Recommendation

Staff recommends that the Chairman sign the letter requesting assistance from the Yavapai-Apache Nation Tribal Council for the Bob Bear Trail improvements.

Suggested Motion

Information/Discussion/Action to approve the Chairman's signature on the letter dated November 3, 2020 to the Chairman of the Yavapai-Apache Nation Tribal Council requesting assistance with improvements to the Bob Bear Trail at Fossil Creek. **(Woody Cline)**

Attachments

YAN Letter

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

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

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



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

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

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

November 3, 2020

Hon. Jon Huey, Chairman
Yavapai Apache Nation Tribal Council
Yavapai Apache Nation Offices
2400 West Datsi Street
Camp Verde, AZ 86322

Dear Chairman Huey:

Thank you for joining me and public safety officials for a briefing on the public-safety issue in Fossil Creek on October 9, 2020 along with a visit to the Bob Bear Trail at Fossil Creek. We all appreciate your interest in working with us to resolve this serious issue regarding our rescue efforts and the improvements needed on the trail to be able to provide a more expedient response to medical emergencies.

The purpose of this letter is to request assistance from the Yavapai Apache Nation Tribal Council to allow the Bob Bear Trail to be improved to allow UTV side-by-side vehicle access to the trail by public safety agencies. The trail is really an old two track road constructed by the U.S. Forest Service in 1962. The road has deteriorated over the years due to lack of maintenance and needs some repairs. Such emergency access by only public safety agencies will reduce the current 5 to 7-hour rescue effort to about 90 minutes. This reduction in time will provide a better outcome for patients that could face additional health issues due to the length of time it takes first responders to arrive on scene.

The 5 to 7-hour rescue missions remove Gila County Sheriff's Deputies from patrol duties elsewhere in the county and Pine-Strawberry Fire District paramedics from protecting their communities from long periods of time.

We are proposing that the trail improvements will be kept to a 62-inch width that will allow the passage of a side-by-side vehicle used only for rescue efforts. The narrow width will not accommodate full sized vehicles such as pick-up trucks. Only public safety vehicle access will be permitted on the Bob Bear Trail. In addition, a locked gate will be installed to prevent any public vehicle access.

Page Two

In closing, the rapid emergency response, and extraction of patients suffering a medical emergency in Fossil Creek is a major factor in saving lives and reducing long-term effects from an injury.

The Gila County Board of Supervisors look forward to working with the Yavapai-Apache Nation Tribal Council in solving this public safety crisis.

Sincerely,

Woody Cline, Chairman
Gila County Board of Supervisors

ARF-6325

Regular Agenda Item 3. I.

Regular BOS Meeting

Meeting Date: 11/03/2020

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Sealed bid for the purchase of Assessor's parcel number 101-07-185A.

Background Information

On August 21, 2006, the Gila County Treasurer deeded parcel number 101-07-185A to the State of Arizona c/o Board of Supervisors because the previous owner did not pay taxes on the subject property for 7 consecutive years. This parcel did not sell at the December 5, 2006 Board of Supervisors' auction; therefore, it was added to a list of properties that can be purchased year-round through the Clerk of the Board.

This property is a hillside off of Hillside Drive in Hayden. The total lien amount on this parcel is \$2,811.60.

Evaluation

On October 20, 2020, Corey Lee Busboom submitted a sealed bid to the Clerk of the Board for the Board of Supervisors to consider selling him parcel number 101-07-185A. At that time he also provided proof of adjoining ownership, which is a requirement of the sealed bid process. Mr. Busboom owns adjoining parcel number 101-07-188 and 101-07-187.

He intends on cleaning up the property and using it as a rental property and parking. His objective is to combine all three parcels to create a single parcel which will then reduce the amount for tax bills and mailings to be sent out by County staff.

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

Conclusion

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

Recommendation

It is recommended that the Board of Supervisors consider the bid for the purchase of the aforementioned parcel.

Suggested Motion

Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-07-185A and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Marian Sheppard)**

Attachments

101-07-185A Information

101-07-185A Map

Gila County, AZ
Linda Haught Ortega, Recorder
08/21/2006
03:34PM
Doc Code: TD

Doc Id: 2006-014279
Receipt #: 47799
Rec Fee: 0.00

GILA CO TREASURER'S OFFICE



2006-014279

Page: 1 of 2

08/21/2006 03:34P
0.00

Gila County, AZ

TD

When recorded:

Please hand deliver to : Gila County Treasurer's Office



This space reserved for recording information

CAPTION HEADING : TREASURER'S DEED

101-07-185-A-7

DO NOT REMOVE

This is part of the official document.



2006-014279

Page: 2 of 2

08/21/2006 03:34P

0.00

Gila County, AZ

TD

TREASURER'S DEED

A.R.S. 42-18267

KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the 1 st day of March, 2006 notice according to law was published in the Arizona Silver Belt , Copper Basin News, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 25 th day of July, 2006, a Treasurer's Deed will issue to the said grantee, and

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

PARCEL NUMBER : 101-07-185-A-7

DESCRIBED AS : Hayden Townsite Lot 28 Blk 23 less portion sold on Dkt 459/972 Dated 10/26/1978 and Dkt 459/993 Dated 10/26/1978

IN WITNESS WHEREOF, I, Priscilla M.L. Knuckey-Ralls , Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 21 st day of August, 2006 .

Priscilla M.L. Knuckey-Ralls
Treasurer of Gila County

STATE OF ARIZONA

COUNTY OF GILA



This instrument was acknowledged before me this 21 st day of August, 2006 by Priscilla M.L. Knuckey-Ralls as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.



Peggy Denise Cox
Notary Public

My Commission Expires: 1/21/2010

07:46

TREASURER'S PROPERTY TAX SYSTEM
DISPLAY PROPERTY HISTORY

02/17/06

PROPERTY-ID 101-07-185-A-7 INT CALC DATE: 07/25/06 TAX AREA CODE:4165
OWNER: LOPEZ FEDRICO R
14861 N APPLETON AVE
TUCSON AZ 85737

DESCRIPTION: HAYDEN TOWNSITE LOT 28 BLK 23 LESS POR SOLD ON DKT 459/972
AND DKT 459/993

| ROLL NO. | TAX AMT | INT.AMT | FEES AMT | ACTIVITY DATE | CD REFERENCE |
|-------------|---------|---------|----------|--------------------------------------|--------------|
| 99-00000299 | 193.30 | 201.03 | 19.67 | AMT DUE = CERT 02/08/01 01-026731 | 414.00 |
| 00-00000298 | 212.02 | 186.58 | 20.60 | AMT DUE = CERT 02/06/02 02-027467 | 419.20 |
| 01-00000298 | 224.58 | 161.70 | 21.23 | AMT DUE = CERT 02/07/03 03-028105 | 407.51 |
| 02-00000298 | 233.54 | 130.78 | 21.68 | AMT DUE = CERT 02/06/04 04-028693 | 386.00 |
| 03-00000298 | 294.22 | 117.69 | 24.71 | AMT DUE = CERT 02/11/05 05-029521 | 436.62 |
| 04-00000299 | 220.92 | 53.02 | 21.05 | AMT DUE = CERT 02/09/06 06-030287 | 294.99 |
| 05-00000300 | 188.22 | 15.06 | .00 | AMT DUE = | 203.28 |

TREASURER'S FEES

200.00

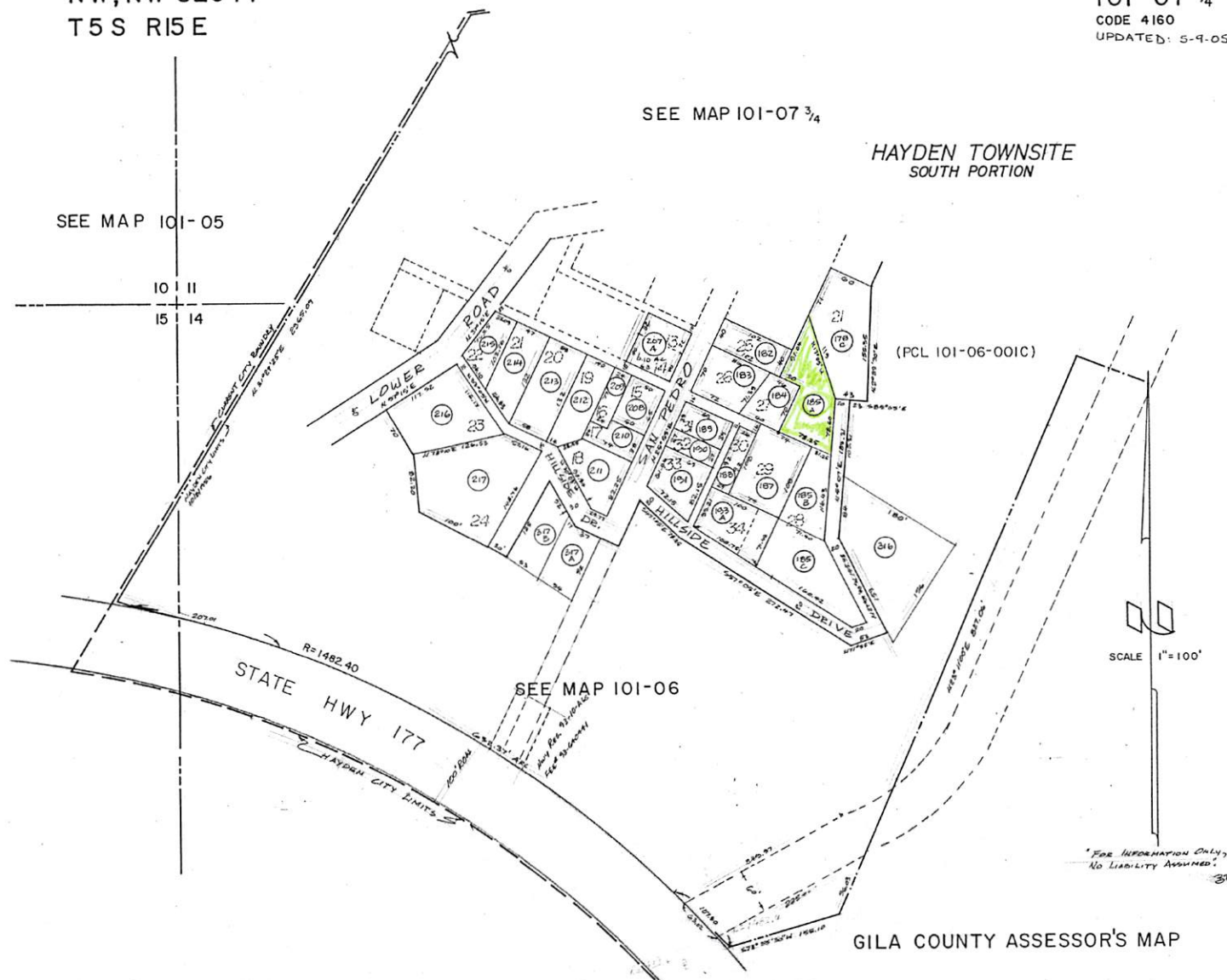
\$ 2,761.60

50.00 - Clerk's Dept Administrative fee

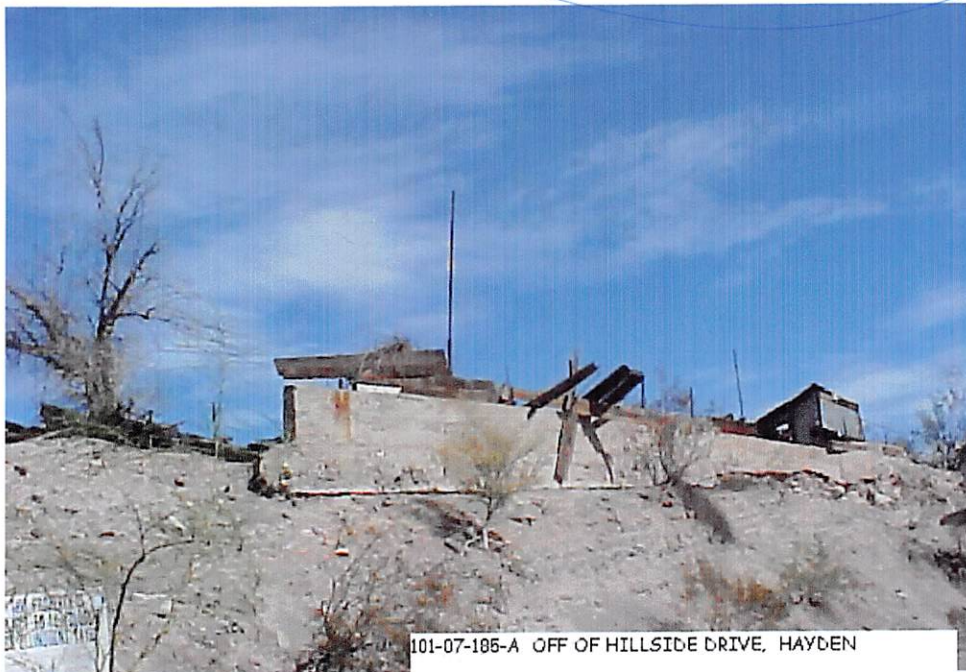
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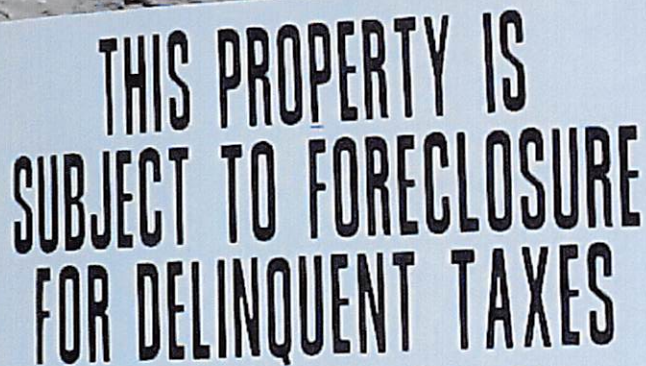
NW, NW SEC 14
T5 S R15 E

101-07 $\frac{3}{4}$
CODE 4160
UPDATED: 5-9-05

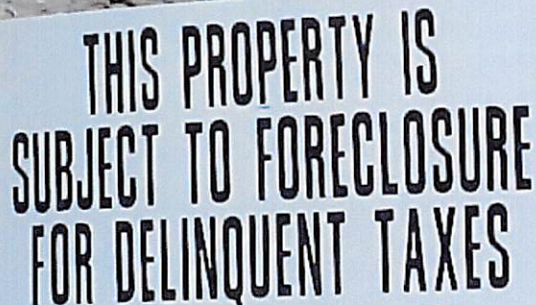
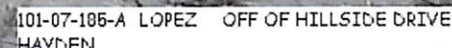


STATUS INQ PROPERTY INTERACTIVE INTERFACE PANEL: MPT5102
CO BK MP PAR S C SECURED MAINTENANCE DATE: 07 25 06
04 101 07 185 A 7 TAX YEAR: 2006 ** NAME/ADDRESS **
** T A X D A T A ** LOPEZ FEDRICO R
AREA CODE 4160 14861 N APPLETON AVE
EXEMPT STATUS TUCSON AZ 85737
FCV EXEMPT
LPV EXEMPT
ASSMT LPV LAND IMPR COMB
RATIOS: 10.0 10.0 10.0 10.0 ADDR CODE: 000 PSC: A2
FCV 8,391 AV 839 SITUS
LPV 8,391 AV 839 SITUS ZIP 00000 MKT/SUB AREA 08/03
** L A N D ** ** I M P R **
USAGE CLASS 0111 VALUE SOURCE 4 USAGE CLASS 0111 VALUE SOURCE 4
LEGAL CLASS 03 03
ASSMT RATIO 10.0 10.0
% OF FCV 100 100
FCV 998 AV 100 COST 8134 MKT
COST/MKT 4901 ASSR . 7393
SECTION TOWNSHIP RANGE CNTY/BRD STATE
PARCEL SIZE NONE CURRENT AV 739 FCV 7,393
VALUATION PER SITE FREEZE YR 0 VALUE
PF1 PT30 PF2 PC01 PF3 END PF4 EXIT PF5 XREF PF6 PH PF7 LEGAL, SALES
PF8 MAS, PP, SD PF9 INQ, UP PF10 BRWS PREV PF11 BRWS NEXT PF12 PRINT PARCEL



[illegible]

PRISCILLA M.L. KNUCKEY
Insurance of Old County
Index of Entries



Before a weekly group visit, Letter of Introduction was applied to a researcher's door to the following distribution and returned to Glen Elwood, State of Illinois

signature, including Signature of Researcher
Date: 05-20-98 Time: 10:00 AM

to which, as the Res. of Washington at 10:00 AM on 05-20-98 was sent with the Letter of Introduction for State and County of Illinois. The researcher's name and address were listed on the Letter. State Illinois

Each copy was addressed to each applicant in the package.

FRANCESCA M.L. PATRICK
Professor of Life Sciences
Biology Department



101-07-185-A LOPEZ OFF OF HILLSIDE DRIVE



Rec'd
3-23-10
ms

March 9, 2010

State of Arizona/Gila County Board of Supervisors
1400 E. Ash Street
Globe, Arizona 85501

Re: Asarco Hayden Plant Site: Soil Sampling Results

Dear Sirs:

ASARCO LLC has sampled your property located at 217 E. Hillside Dr. (parcel number: 101-07-185A) under the oversight of the Environmental Protection Agency (EPA) as part of the Asarco Hayden Plant Site clean up. The results indicate that your property yard soils contains arsenic, copper and lead at concentrations less than clean up levels established by EPA of 24.3 mg/kg for arsenic, 400 mg/kg for lead and 9300 mg/kg for copper. Your results are 8.9 mg/kg for arsenic, 173 mg/kg for lead and 2979 mg/kg for copper. As a result, soil replacement is not needed at your property at this time.

Enclosed is a copy of the sample report for your property, the map of your yard and a copy of the access agreement you signed. The lab report with the individual test results is available on request. Please save these documents for your permanent records. In the event you sell or transfer ownership of the property, you can share this information with the next property owner so they know the property was properly investigated.

Thank you for your cooperation during the sampling at your property. It has been our pleasure working with you. If you have any questions or comments, please do not hesitate to call me at 520-395-6719.

Sincerely,

A handwritten signature in blue ink that reads "K. Pickett".

Karen Pickett
Project Coordinator

Cc:
John Hillenbrand, EPA
Harry Hendler, ADEQ
File

**Sample Results For:
217 E. Hillside Drive
Hayden, AZ 85135**

Please refer to the diagram of your yard to see where each of these samples are located.

| | Arsenic | Copper | Lead |
|-----------|----------------|---------------|-------------|
| Sample A: | 6.9 | 4000 | 180 |
| Sample B: | BDL | 2100 | 110 |
| Sample C: | BDL | 2000 | 110 |
| Sample D: | 12 | 2000 | 190 |
| Sample E: | BDL | 3200 | 270 |
| Sample F: | BDL | 3900 | 380 |
| Sample G: | BDL | 990 | 120 |
| Sample H: | BDL | 870 | 130 |
| Sample I: | BDL | 790 | 71 |

| | | | |
|-------------------------|-------------|--------------|------------|
| UCL* or Average: | 8.9* | 2979* | 173 |
|-------------------------|-------------|--------------|------------|

| | | | |
|--------------------------------------|--------------|--------------|------------|
| Residential Remediation Goal: | 24.3* | 9300* | 400 |
|--------------------------------------|--------------|--------------|------------|

The clean up levels are based on the overall exposure to all the soils in your yard.

All samples are taken at the surface of the yard (0-2 inches).

All units are reported in milligrams per kilogram (mg/kg).

*UCL is the 95% Upper Confidence Limit.

BDL: Below Detection Limits

INVESTIGATION AND SAMPLING ACCESS LICENSE AGREEMENT

This License Agreement is made between State of Arizona
landowner (or tenant) in Gila County, Arizona, owning or leasing ("Owner") real property located at
217 Hillside ("Property") and ASARCO LLC (Asarco),
by and through their contractor and representative Entact.

1. Owner hereby grants to Asarco, the United States Environmental Protection Agency (EPA), the Arizona Department of Environmental Quality (ADEQ), and their respective contractors a revocable license to enter upon the Property for the following purpose: Investigating the soil and/or taking soil samples from the Property for laboratory analysis. This access shall permit the unrestricted collection of soil samples from the unimproved portions (not occupied by structures) of the Property.
2. Asarco agrees, upon completion of the sampling and testing to be performed, that all material and equipment shall be removed from the Property, except for improvements agreed to by Owner (if Tenant is signing this license, put Owners name and address here: _____). The Property will be restored as nearly as possible to its original state and condition.
3. Asarco assumes responsibility for, and agrees to indemnify Owner (or Tenant) for any liability for losses, expenses, damages, demands, and claims directly arising out of any injury to persons or damage to property sustained in connection with or arising out of performance of the work hereunder.
4. Asarco assumes responsibility and liability for violations of Federal, State, or local law incurred in connection with or arising out of performance of the work hereunder.
5. Owner (or Tenant) shall advise Asarco or their contractor or representative of any utility lines or other hazardous or potentially hazardous conditions that Owner (or Tenant) is aware of that might reasonably be expected to be affected by the work to be performed.
6. Asarco will contact Owner (or Tenant) prior to sampling with an approximate schedule. Unless indicated by checking the box below, Owner (or Tenant) agrees that he/she does not need to be present during sampling and testing.
7. This Agreement contains the entire agreement among the parties, and no other agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement shall be binding or valid, except as provided above.

Executed this 28 day of Jan, 2009.

OWNER/TENANT

Signed: State of AZ

Print/Typed Name: _____

Address: _____

Shirley Dawson
9284028511
as per Verbal
Request
from
State

ASARCO

BY THEIR REPRESENTATIVE: ENTACT ENVIRONMENTAL SERVICES

Signed: [Signature]

Print/Typed Name: ASARCO

Title: DAAC

ASARCO Hayden Plant Site

Residential Soil Sample Field Data Sheet

Parcel Identification No.: 107.07.185A

Address: 217 Hillside Dr

Town (circle one): Hayden Winkelman

Project Information E-7440

Contractor: ENTACT Sample Techs.: Tim Ross / Brian Franco

Document Checklist

- ☒ Project Documents (WP, FSP, QAPP, HSP)
- ☒ ENTACT Identification
- ☒ ☐ Spare Battery
- ☒ Copy of Access Agreement
- ☒ Fact Sheet

Equipment Checklist

- ☒ Sample Location Markers
- ☒ Sample Equipment (e.g., trowels, Ziploc Bags)
- ☒ Sample Containers
- ☒ Hand Auger
- ☒ Decon Equipment (e.g. Alconox, Bucket, Paper Towels)
- ☒ Coolers/Ice

Sample Information

Date and Time Arrived On Site: 11:35 1-29-09

Date and Time Departed Site: 12:05 1-29-09

Weather Conditions: _____

Sample ID No. for sample sent to lab: _____ Duplicate ID (if sent): _____

Names/Affiliations of Persons Present During Sampling (in addition to ENTACT staff): _____

Comments/Observations (e.g. unusual conditions or deviations): _____

House in ruins, debris all over.

Questions/Concerns of Residents: _____

| Sample ID (per FSP)* FORMAT: Town-SS-Location-Depth- taxparcel#-mmddyy | Location | Surface Soil (SS, 0- 2") | High Use Area (x) | Downspout (x) | Other* (code) | Native/Fill (circle one) | Soil Variation from Reference | Sample Sent to Lab (x) |
|---|----------|--------------------------------|----------------------------|------------------|------------------|--------------------------------|--|------------------------------|
| <u>SS-A-0-107.07.185A 12909</u> | <u>A</u> | <u>SS</u> | | <u>X</u> | | <u>GP</u> / F | | <u>/</u> |
| <u>SS-B-0-107.07.185A 12909</u> | <u>B</u> | <u>SS</u> | | | | <u>ND</u> / F | | <u>/</u> |
| <u>SS-C-0-107.07.185A 12909</u> | <u>C</u> | <u>SS</u> | | | | <u>ND</u> / F | | <u>/</u> |
| <u>SS-D-0-107.07.185A 12909</u> | <u>D</u> | <u>SS</u> | | | | <u>ND</u> / F | | <u>/</u> |

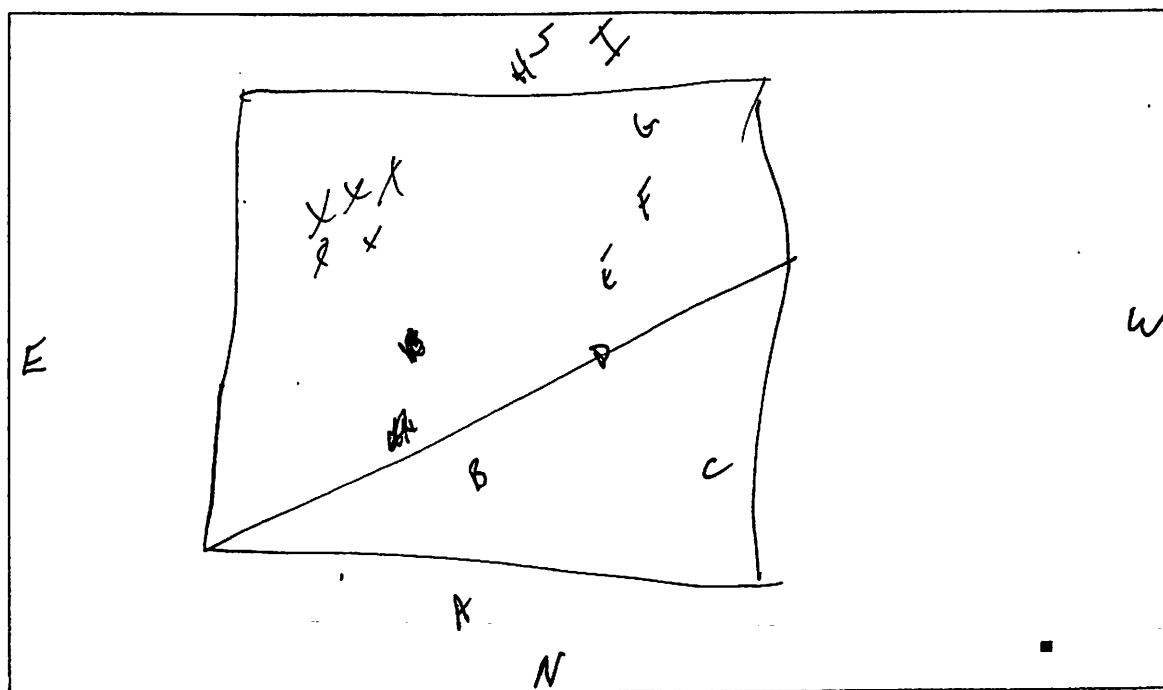
| | | | | | | | |
|-----------------------------|---|----|--|--|--|-------|---|
| SS-E-0-10107185A 12009 | E | SS | | | | R / F | / |
| SS-F-0-10107185A 12009 | F | SS | | | | G / F | / |
| SS-G-0-10107185A 12009 | G | SS | | | | C / F | / |
| SS-H-0-10107185A 12009 | H | SS | | | | R / F | / |
| SS-I-0-10107185A 12009 | I | SS | | | | C / F | / |
| SS-J-1- (confirm ID A-I) | J | SB | | | | N / F | |

^Example ID; HSS-A-0-101-07-215-021206 (Hayden soil sample, location A, surface (0' depth), parcel 101-07-215, collected 2/12/06. The subsurface sample ID (Location J) must specify the SS Location ID.

*Other includes playground (pg), garden (g), flower bed (fb), shallow depression (sd), or area impacted by run-off (ro)

IMPORTANT - GUIDELINES FOR SELECTING SAMPLE LOCATIONS: Collect nine (9) surface soil (SS) samples (A-I) in each residential yard. Collect at least two SS samples in high use areas, and collect one SS each where a downspout, playground, flower bed, shallow depression, and/or area impacted by run-off exists. Remaining SS samples should be equally distributed around the property.

Use this box to sketch the lot boundary, zone boundary, house, yard, driveway, distinguishing features/ observations, and each of the ten sampling locations. Measure sample location by measuring tape or pacing from reliable benchmark (e.g. house corner or lot corner) and placing these distances on the map.



Describe Photos and GPS Measurements: _____

Sampler's Names and Signatures: Tim Ross

W 1/4 SW 1/4 SECTION 11
W 1/4 NW 1/4 SECTION 14
5S R15E

SEE MAP 101-07 5 of 6

101-07
6 of 6
CODE 4160
UPDATED 4-07-15

HAYDEN-RAY POWERLINE EASEMENT
S82°17'W

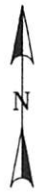
SEE MAP 101-05

HAYDEN-RAY POWERLINE EASEMENT
S87°17'W



HAYDEN TOWNSITE
Gila County Recorded Plat 170

101-07-185A
101-07-187
101-07-188
Owned by
Mr. Busboom



SCALE = 1" = 60'
(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR

SEE MAP 101-06

ARF-6315

Consent Agenda Item 4. A.

Regular BOS Meeting

Meeting Date: 11/03/2020

Submitted For: Chris Romiti, Facilities Manager

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 11-07-20 to 11-06-21 Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Amendment No. 3 to Contract No. 072117- *Janitorial Service for Southern Gila County*

Background Information

On September 5, 2017, the Board of Supervisors approved a request to advertise Request for Proposals (RFP) No. 072117- *Janitorial Service for Southern Gila County*. RFP No. 072117 was advertised in the September 13, 2017, and September 20, 2017 editions of the Arizona Silver Belt. Responses received to RFP No. 072117 were opened in a public setting on September 27, 2017; and, the Board awarded a contract to the lowest, most responsible, and qualified bidder which was Jani-Serv, Inc. The contract annual amount was for \$104,273, not including any billable floor work.

On October 30, 2018, the Board of Supervisors approved Amendment No. 1 to extend the term of the contract from November 7, 2018, to November 6, 2019. It also served to increase the original dollar amount of the contract from \$104,273 to \$106,773, not including any billable floor work.

On November 5, 2019, the Board of Supervisors approved Amendment No. 2 to extend the term of the contract from November 7, 2019, to November 6, 2020. It also served to increase the original dollar amount of the contract from \$106,773 to \$109,443, not including any billable floor work.

Evaluation

The Contractor was asked to provide nighttime janitorial services for the buildings per the scope of services outlined in RFP No. 072117. All of the buildings are in southern Gila County.

The contract includes 115,841 square feet; however, at the County's sole discretion, the area to be cleaned may be increased or decreased by 10,000 square feet in the event buildings are added or lost without going out to bid again. If the contract is renewed, the Contractor may request an increase in price by no more than 2.5% per square foot for the next year. This process may be repeated each year the contract is renewed. Billable work includes carpet cleaning and stripping and waxing of tile or vinyl flooring, which Jani-Serv bid \$0.18 square feet for carpet cleaning and \$0.32 square feet for stripping and waxing.

Service Agreement No. 072117- *Janitorial Service for Southern Gila County* with Jani-Serv, Inc. will expire on November 7, 2020. Per Page 17-Term and Renewal of the contract, Gila County has the option to renew the contract for three additional one-year terms.

Amendment No. 3 will serve to exercise the option to renew the contract for one additional year, from November 7, 2020, to November 6, 2021, at a cost not to exceed \$112,179.08.

Conclusion

The County staff is pleased with the service provided by Jani-Serv, Inc. and would like to extend the contract for another year.

Recommendation

The Finance Department Director and the Public Works Department Director recommend renewing the contract with Jani-Serv, Inc. for one additional year, whereby Jani-Serv, Inc. will continue to provide janitorial services for various County facilities in southern Gila County.

Suggested Motion

Approval of Amendment No. 3 to Contract No. 072117 with Jani-Serv, Inc. to extend the contract term to provide janitorial services for various County facilities in southern Gila County for the period of November 7, 2020, through November 6, 2021, at an annual cost not to exceed \$112,179.08.

Amendment No. 3 to Service Agreement No. 072117

Amendment No. 2 to Service Agreement No. 072117

Amendment No. 1 to Service Agreement No. 072117

Contract No. 072117 with Jani-Serv, Inc.



AMENDMENT NO. 3 to Service Agreement No. 072117

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

JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY

FACILITIES MANAGEMENT

Effective November 07, 2017 Gila County and Jani-Serv Inc. entered into a contract whereby Jani-Serv Inc. agreed to provide Janitorial Service for Southern Gila County.

Amendment No. 1 to Professional Services Contract No. 072117, was executed on October 30, 2018 to allow for Gila County to exercise the option to renew the term of the Contract for one additional one-year term, from November 07, 2018 to November 06, 2019.

Amendment No. 2 to Professional Services Contract No. 072117, was executed on November 5, 2019 to allow for Gila County to exercise the option to renew the term of the Contract for one additional one-year term, from November 07, 2019 to November 06, 2020, for a contract amount of not to exceed One Hundred Nine Thousand Four Hundred Forty-Three dollars and 00/100's (\$109,443.00) without prior written approval from the County.

Professional Services Contract No. 072117 will expire on November 06, 2020. **Per Page 17 - Term and Renewal**, Gila County shall have the sole option, to renew the contract for three additional one-year periods or portions thereof.

Amendment No. 3 to Professional Services Contract No. 072117, will allow for Gila County to exercise the option to renew the term of the Contract for one additional one-year term, from November 07, 2020 to November 06, 2021, for a contract amount of not to exceed One Hundred Twelve Thousand One Hundred Seventy-Nine dollars and 08/100's (\$112,179.08) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the November 07, 2020 to November 06, 2021 renewal period.

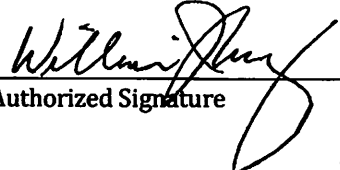
CONTRACT NO. 072117- JANITORIAL SERVICES FOR SOUTHERN GILA COUNTY

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

GILA COUNTY BOARD OF SUPERVISORS

JANI-SERV, INC.

Chairman, Board of Supervisors



Authorized Signature

ATTEST



Print Name

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

The Gila County Attorney's Office



AMENDMENT NO. 2 to Service Agreement No. 072117

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

JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY

FACILITIES MANAGEMENT

Effective November 07, 2017 Gila County and Jani-Serv Inc. entered into a contract whereby Jani-Serv Inc. agreed to provide Janitorial Service for Southern Gila County.

Amendment No. 1 to Professional Services Contract No. 072117, was executed on October 30, 2018 to allow for Gila County to exercise the option to renew the term of the Contract for one additional one-year term, from November 07, 2018 to November 06, 2019.

Professional Services Contract No. 072117 will expire on November 06, 2019. **Per Page 17 - Term and Renewal**, Gila County shall have the sole option, to renew the contract for three additional one-year periods or portions thereof.

Amendment No. 2 to Professional Services Contract No. 072117, will allow for Gila County to exercise the option to renew the term of the Contract for one additional one-year term, from November 07, 2019 to November 06, 2020, for a contract amount of not to exceed One Hundred Nine Thousand Four Hundred Forty-Three dollars and 00/100's (\$109,443.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the November 07, 2019 to November 06, 2020 renewal period.

IN WITNESS WHEREOF, three (3) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 5th day of November, 2019.

CONTRACT NO. 072117- JANITORIAL SERVICES FOR SOUTHERN GILA COUNTY

GILA COUNTY BOARD OF SUPERVISORS


JANI-SERV, INC.


Woody Cline, Chairman, Board of Supervisors

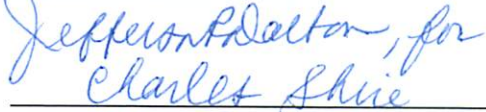

Authorized Signature


Print Name

ATTEST


Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM


The Gila County Attorney's Office



AMENDMENT NO. 1 to Service Agreement No. 072117

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

JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY

FACILITIES MANAGEMENT

Effective November 07, 2017 Gila County and Jani-Serv Inc. entered into a contract whereby Jani-Serv Inc. agreed to provide Janitorial Service for Southern Gila County.

Professional Services Contract No. 072117 will expire on November 06, 2018. **Per Page 17 - Term and Renewal**, Gila County shall have the sole option, to renew the contract for three (3) additional (1) year periods or portions thereof.

Amendment No. 1 to Professional Services Contract No. 072117, will allow for Gila County to exercise the option to renew the term of the Contract for one (1) additional one (1) year term, from November 07, 2018 to November 06, 2019, for a contract amount of not to exceed One Hundred Six Thousand Seven Hundred Seventy-Three dollars and 00/100's (\$106,773.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the November 07, 2018 to November 06, 2019 renewal period.

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

GILA COUNTY BOARD OF SUPERVISORS

JANI-SERV, INC.



Tim R. Humphrey, Chairman, Board of Supervisors

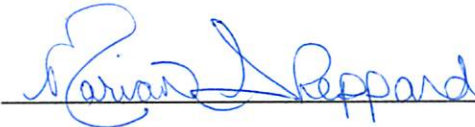


Authorized Signature

ROBERT TWILLEY

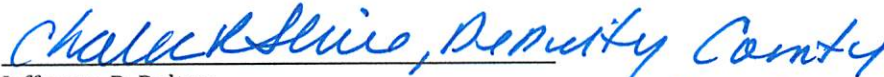
Print Name

ATTEST



Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM



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

ATTORNEY FOR
JEFF DALTON

GILA COUNTY

NOTICE OF REQUEST FOR PROPOSALS NO. 072117

JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY

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



BOARD OF SUPERVISORS

**Tommie C. Martin, Chairman
Timothy Humphrey, Vice Chairman
Woody Cline, Member**

COUNTY MANAGER

James Menlove



**GILA COUNTY
NOTICE OF REQUEST FOR PROPOSALS NO. 072117
JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY**

Notice is hereby given that the Gila County is requesting proposals from qualified Contractors to provide Janitorial Services for County facilities located in Southern Gila County.

SUBMITTAL DUE DATE: **October 18, 2017 3:00 PM**

RETURN PROPOSAL TO: **Gila County Procurement
Copper Building
1400 East Ash Street, Globe, AZ 85501**

MANDATORY PRE-BID MEETING: **October 04, 2017 10:00 AM**

**Gila County Courthouse, 1400 E. Ash St., Globe, AZ, 2nd Floor
Meeting will begin at Courthouse and continue to locations
provided in complete RFP packet.**

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

Interested Bidders may obtain a copy of this solicitation by calling Gila County Procurement at 928-402-4355 Bidders are strongly encouraged to carefully read the entire Request for Proposal.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Copper Building Conference Room, 1400 E. Ash St., Globe, AZ, or other site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the **Deputy Clerk of the Board's** office, Globe, AZ.

Arizona Silver Belt advertisement dates: September 13, 2017 and September 20, 2017

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

Signed: _____ Date: _____
Tommie C. Martin, Chairman, Board of Supervisors

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| Exhibit "A"; Instructions to Bidders | 10-11 |
| General Terms and Conditions | 12 |
| Exhibit "B"; Contract Award Agreement | 13-16 |
| Exhibit "C"; Minimum Specifications/Information..... | 17-18 |
| Insurance Provisions | 19-20 |
| Required Contract Forms | 21-30 |

SCOPE OF SERVICES

It is the intention of Gila County to award a contract to a qualified Contractor for janitorial services at several of its facilities in Southern Gila County. The Contractor shall furnish all necessary labor, supervision, equipment, transportation and all effort necessary to perform the required services for not more than 126,000 square feet. The current designated locations are listed below.

| Building Address | Square Footage | Floors | Restrooms | Mop Closets | Storage Closets |
|--|-----------------------|---|------------------|--------------------|------------------------|
| Gila County Courthouse (0101) 1400 E. Ash St. Globe, AZ 85501 | 47,076 | 1 st 2 nd 3 rd | 8 7 10 | 1 0 1 | 1 0 0 |
| Copper Building (0201) 1350 E. Monroe Globe, AZ 85501 | 20,160 | 1 | 6 | 2 | 1 |
| Health & Community Services (6005) 5515 S. Apache Ave. Globe, AZ 85501 | 27,581 | 1 | 6 | 3 | 1 |
| WIC Building (0204) 5515 S. Apache Ave Globe, AZ 85501 | 1,792 | 1 | 1 | 1 | 0 |
| Public Works Administration (0710) 745 N. Rose Mofford Way Globe, AZ 85501 | 11,000 | 1 | 2 | 1 | 0 |
| Facilities/Sign Shop Building (0712) 725 N. Rose Mofford Way Globe, AZ 85501 | 2,256 | 1 | 2 | 1 | 0 |
| Guerrero Building (0106) 1400 E Ash St. Globe, AZ 85501 | 5,976 | 1 | 2 | 1 | 0 |

SCHEDULE

The contract will require cleaning services five (5) nights a week (excluding those weeks with an official holiday), Monday through Friday, unless otherwise noted. Cleaning services will not be required on days in which a declared State of Emergency has been made by the Governor or in the event of any other unforeseen type of emergency where County offices are closed. There are ten (10) County holidays, and services will not be provided on these days unless the County agency makes such request and pays for these additional services.

OFFICES CLEANED DURING BUSINESS HOURS

Close of business is 5:00 P.M. and some offices must be cleaned before close of business. In the Courthouse on the first floor, Justice of the Peace offices and courtrooms and the County Attorney offices need to be cleaned before 5:00 P.M. In the Copper Building, the Human Resource offices must be cleaned before 5:00 P.M. Locked doors that the Janitorial Services doesn't have keys to are not on the schedule.

ADOSH GUIDELINES

Contractor must be familiar with and operate within guidelines set forth by the Arizona Division of Occupational Safety and Health (ADOSH) guidelines, which affects custodial and housekeeping operations. Contractor must insure that all employees assigned to this contract are knowledgeable of the current ADOSH guidelines affecting custodial and housekeeping operations.

CONTRACTORS PERSONNEL

All individuals working for the awarded Contractor will be carefully screened and must pass a background check prior to working on Gila County property under this contract. Investigation will include criminal record, and driving record. All questionable findings of background checks will be discussed with special panel of Gila County Management and Law Enforcement. As a minimum, individuals with prior felony convictions within the past ten (10) years, those who are currently facing misdemeanor or felony charges, and those currently on any criminal probation will be prohibited from performing any services under this contract in the County Attorney's Office, Superior or Justice of the Peace Courts, Probation Offices, or Constable's Office. There will be no cost to the Contractor for the background investigations.

Contractor must provide trained qualified personnel, at least 18 years or older, to perform the duties required under this contract. A list of persons, and their phone numbers, performing the work shall be provided by the Contractor to the County should the need arise in case of an emergency.

Any person assigned to this contract found to be in possession of or under the influence of intoxicants or narcotics shall be removed from assignment to this Contract. Any person found guilty of the use of narcotics or intoxicants shall not perform services on County property.

- Job Supervisor

The Contractor shall provide a job supervisor for this contract who will be responsible to the County for the competent performance of all custodial work. The supervisor shall be trained and instructed in proper methods and systems of custodial maintenance.

The supervisor shall make sufficient daily routine inspections to insure work is performed as specified. In addition, Contractor supervisor shall direct the cleaning activities of the custodial staff. Contractor supervisor shall inspect the building prior to employees leaving and any deficiencies will be corrected.

The Contractor shall provide to the County the name and phone number of the supervisor and alternate(s) who shall act for the Contractor when the supervisor is absent. This information shall be designated in writing to the Gila County Facilities and Land Management Manager prior to contract start date.

EQUIPMENT & SUPPLIES

- County Provided Equipment

Gila County reserves the right to control all janitorial products and chemicals that will be used in each designated building. Copies of Material Safety Data Sheets on each chemical shall be kept on file.

The County Facilities Management is responsible for ordering Janitorial Supplies and will control inventory of the paper products, chemicals and cleaning products and shall be responsible for storage of these products and chemicals.

- Training: Chemical use training is a requirement of the Contractor and will be provided through Gila County by the Supplier.

- Contractor Provided Equipment

Contractor shall provide their own equipment to perform the scope of work under this contract. Contractor's equipment must be in good operating condition at all times and must meet Occupational Safety and Health Administration (OSHA) standards. The appearance, cleanliness, and suitability for the job of all equipment must be acceptable to the County Facilities Manager or designee at all times.

- Safety: For all operations requiring the placing and movement of the Contractor's equipment, Contractor shall observe and exercise, and compel his employees to observe and exercise, all necessary caution and discretion so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and County personnel.

All ladders, scaffolding, or other devices used to reach the surface of objects not otherwise accessible for the required cleaning operations, shall be of sound construction, firm and stable, and shall be maintained in good condition. All such equipment shall be moved onto the areas where they are required, placed, shifted where necessary, and removed from the areas in such manner as to provide maximum safety to persons and property in and around areas of cleaning operations.

DAMAGES

In the event that the Contractor or its employees cause damage to a structure, equipment or other items, the Contractor shall repair or replace the items damaged at actual replacement value and be responsible for all labor and materials expended by the County or another Contractor in connection with the repair or replacement. These specific damages do not limit the Contractor's liability for other unspecified potential damages.

SPECIFIC REQUIREMENTS

Building Areas and Janitorial Standards

- **Sweeping and Dust Mopping Standards:** Sweeping shall leave the surfaces uniformly clean of all surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to permit removal by sweeping or if necessary, shall be washed. It is intended that all dust and surface contamination except deeply embedded dirt and stains shall be removed by sweeping or mopping with a treated mop. Dirty mops are not acceptable for use.
 1. *Sweeping and Dust Mopping* (Uncarpeted Areas)
 - a. Vestibules, lobbies and entries
 - b. Corridors
 - c. Stairwells, stairs and landings (interior)
 - d. Elevators and elevator vestibules
 - e. Offices, Courtrooms and Conference rooms
- **Dusting and Vacuuming Standards:** Dusting shall be accomplished by means of vacuum cleaners supplemented by chemically treated clean cloths. Oil treatment for cloths will not be permitted. Surfaces shall be cleaned and free from dust after dusting is completed. Dust shall be removed and not scattered around the room. Low dusting includes all surfaces not over six feet from the floor. Venetian blinds shall be dusted with a treated dust cloth by hand or with a vacuum cleaner attachment especially designed for cleaning Venetian blinds. Office equipment such as typewriters, adding machines, calculators and similar instruments shall not be dusted because of possibility of damage. Tops of desks will also be excluded from dusting.
 1. *Vacuuming* (Carpeted Areas)
 - a. Lobbies and entries (interior)
 - b. Stairwells, stairs and landings (interior)
 - c. Corridors
 - d. Offices, Courtroom and Conference rooms
 2. *Dusting and Vacuuming* (Low Cleaning-Under 6')
 - a. All furniture and fixtures (i.e.) file cabinets, tables, etc.
 - b. Window sills, ledges, etc.
 - c. Vending Machines
 - d. Stairwells, stairs, landings and railings (interior)

3. Dusting and Vacuuming (High Cleaning-Over 6')
 - a. Door casings
 - b. Partitions, wood paneling, etc.
- **Trash Removal Standards:** All waste baskets shall be emptied and boxes, cans, paper, etc. marked trash which is placed near the trash cans for disposal shall be removed in a manner that will not cause dispersion of dust. Trash shall not be allowed to blow around. Any trash dropped shall be immediately retrieved by the custodian or contractor and properly placed in the trash receptacle. County personnel are responsible for Recycle Items, Bins and Boxes.
 1. Trash Removal
 - a. Empty all trash containers, replace liners as needed; DO NOT place leaking trash bags on carpet.
 - b. Dispose of trash in sealed and/or tied plastic bags in outside dumpsters.
- **Washing Standards:** Washed surfaces shall be clean and free from all dirt, grease and film including embedded dirt and grease. All small and narrow openings shall be cleaned to the same degree as other surfaces. Surfaces shall be dried and left clean.
 1. General Washing
 - a. Clean and sanitize urinals inside and out
 - b. Clean and sanitize commodes inside and out.
 - c. Clean mirrors
 - d. Clean and sanitize miscellaneous restroom and toilet fixtures.
 - e. Clean and sanitize restroom and toilet floors.
 - f. Clean and sanitize restroom wash basin wall area and toilet wall area.
 - g. Clean and sanitize shower rooms.
 - h. Damp wipe all restroom and locker room ledges and sills.
 - i. Spot clean walls, doors and trim.
 - j. Clean and sanitize water fountains.
 - k. Windows inside and outside of building
 - l. Wash baseboards, doors, and door handles
 - m. Clean light switches
 2. Washing Glass
 - a. Glass shall be washed by application of glass cleaner, rubbed with a cloth and finally polished with a clean soft dry cloth or textile disposable wipers.
 - b. Use only soft cloths on Plexiglas.
 - c. The washing shall not contaminate adjacent non-glass areas.
 - d. Glass shall be left clean and dry, free from film or streaks and any contamination visible when looking through the glass towards natural light source.
 - e. Sill and frames shall be damp wiped.
 3. Washing Except Glass
 - a. All surfaces shall be washed with a mild neutral detergent or quaternary disinfectant-detergent solution following manufacturer's dilution ration.
 - b. Surface shall be left clean without streaks.
 - c. Scrub brush or scour pad shall be used where necessary to loosen the dirt.
 4. Washing in Restroom, Public and Patient Areas
 - a. Restroom floors, chairs, tables and mirrors shall be cleaned as specified with quaternary disinfectant-detergent.
 - b. Commodes and urinals shall be washed clean with disinfectant-detergent and toilet brush then wiped dry with textile disposable wipers or clean cloths.

- **Damp Wiping Standards:** Surfaces shall be left clean and free from film or streaks upon completion of damp wiping. County personnel are responsible for cleaning White Boards in offices and conference rooms.
- **Disinfecting Standards:** Urinals and commode surfaces shall be disinfected with a concentration of quaternary disinfectant-detergent. It shall be allowed to stand in the fixtures for at least ten minutes. Bowl cleaner shall be used once weekly for lime and iron stain removal except where water conditions require more frequent applications. In these cases, bowl cleaner shall be used twice weekly.
- **Wet Mopping Standards:** After dust mopping, all floors shall be cleaned by wet mopping using quaternary ammonium germicide and shall be free from streaks, stains and film from dirt or soap. There shall be no splashes on walls, baseboards, furniture and furnishings. Wet mopping is also required on all stairwells, stairs, landings & elevator hard floors.

There shall be no mop strings left on the floor. Surface should be dry in a reasonable amount of time. Corners and spaces inaccessible to the mop shall be carefully cleaned and dry. Dirty mops are not acceptable for use.

1. Wet Mopping

- a. All tile, wooden or hard surface floors.

- **Polishing Standards:** This shall be accomplished with metal polish and all surfaces shall be rubbed to a soft gloss with clean cloth or textile disposable wipers.

1. Brass and Stainless Steel

- a. Clean and polish all brass and stainless steel (i.e. railings, elevators, doorknobs, plumbing fixtures, kick plates, etc.)
- b. Chromium-plated, stainless steel and brass shall be polished with a dry cloth or textile disposable wipers.

- **Spray Buffing Standards (Hard Surfaced Floors):** Spray buff all lobbies, corridors, and conference rooms, Spray buff product to be of the same manufacturer as floor finish.
- **Spot Cleaning Carpets Standards:** A carpet adequately spot cleaned is free of all stains, deposits, or spills (Exceptions: any stain, contractor has made every attempt to remove by industry standards, and such stain has become permanent to the surface). Care will be taken to use a product or cleaner that will not harm or discolor the carpet fibers or backing.

DAILY CLEANING SCHEDULE

- Daily

- 1. Empty all wastebaskets; transport to specified area for removal. Replace liners as needed.
- 2. Clean all entryways and walkways six feet outside of entry.
- 3. Sweep or dust mop all entrances, entryways, and lobbies.
- 4. Spot clean all glass and interior partitions.
- 5. Clean all restrooms.
 - a. Clean and disinfect all drinking fountains.
 - b. Clean and disinfect all sinks, toilets, and urinals.
 - c. Remove all finger marks from walls, stalls, doors, and light switches.
 - d. Damp wipe all ledges and sills.
 - e. Clean all mirrors and ledges of mirrors.

- f. Sweep and mop all uncarpeted floors (Including Health Department Exam Rooms)
 - g. Replenish all restroom with paper towels, tissue, and soap.
 - h. Empty and remove trash.
6. Clean elevators, door tracks, and lobbies.
 7. Remove trash from all buildings to the Shop garbage bin.
 8. Clean all kitchens by sweeping, mopping floors and removing trash only.
 9. Sweep and dust stairwells, stairs, and landings (interior). Wet mop, as needed.
 10. Vacuum all courtrooms and offices with vacuum cleaner.
- Two Times Weekly – (Minimum):
 1. Vacuum all carpeted floors (including under desks) with a vacuum cleaner.
 2. Clean stairwells, steps and tread in the Courthouse using appropriate cleaning machine. Wipe down hand rails.
 3. Dust furniture in lobby areas (top, side, and lower area), fixtures, ledges, and window sills using a treated dust cloth or feather duster.
 4. Remove all finger marks from furniture, fixtures, ledges and sills.
 5. Damp mop all quarry and tile floors.

GENERAL REQUIREMENTS

- Temporary Work Changes

Locations and janitorial service at the locations may change from time to time pending on the needs of the County. It is possible during the period of this Contract that new locations may be added and some locations removed from the schedule. These location changes shall be processed as an amendment to the contract requiring Board approval and shall result in no penalties to the County.

The County shall have the right to require Contractor's personnel to perform other cleaning duties on the premises as the County shall deem desirable or necessary and Contractor shall promptly comply with such requirements, provided however, that only such of Contractor's personnel who are performing cleaning services of a routine cleaning nature shall be utilized and provided further that the Contractor shall not be required to perform the effected routine cleaning services during such times. No change in payment rate for routine work will be made due to temporary work changes.

- Contract Performance

If at any time during the term of the contract the performance becomes unsatisfactory to the County, the Contractor will be directed to provide adequate personnel or otherwise correct the unsatisfactory performance. Any cost to the County directly related to correction of unsatisfactory performance will be deducted from Contractor's billing. Contractor shall do all the work provided in the specifications and shall do additional extra and incidental tasks as may be considered necessary from time to time to complete the work in a satisfactory manner.

- Storage Space

Contractor shall store its supplies and equipment in storage areas and custodial closets designated by the County. Contractor agrees to keep these areas neat and clean at all times in accordance with all applicable fire regulations. Basins, sinks and drains will be wiped clean daily and sanitized at least weekly.

BILLABLE WORK

- Carpet Cleaning Per County Request

Carpet cleaning shall be performed by shampooing or steam cleaning. Carpets must be vacuumed thoroughly prior to shampooing or steam cleaning.

- Stripping and Waxing of Floors per County Request

Strip all tile floors, removing all dirt and old wax cleaning out door and baseboards, applying 3 coats of non-slip floor finish.

INQUIRES

Requests for additional information relating to this RFP should be directed to the Purchasing Department at (928)402-4355, or emailed to bhurst@gilacountyaz.gov. Responses will be sent out to all plan holders in the form of an addendum.

Any correspondence related to a Request for Proposals should refer to the appropriate Request for Proposals number, page, and paragraph number. However, the Contractor must not place the Request for Proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Proposal and may not be opened until after the official Request for Proposal due date and time. Questions received after 3:00 pm, October 13, 2017, will not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

INSTRUCTIONS TO OFFERORS

Important: Exhibit "A", Instructions to Bidders and Exhibit "B", Bidders Award Agreement, are basic content to Gila County Bid packages. Individual bids may require different language for instructions and award agreements. Where applicable, such changes will appear in Exhibit "C", Minimum Product Specifications and Information and taken precedence over the language appearing in Exhibits "A & B".

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

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

Amendments

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

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 28.

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

Offer & Acceptance Period

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

Discussions

The County reserves the right to conduct discussion with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

Public Record

All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review after contract award notification.

Proposal results ARE NOT provided in response to telephone or written inquiries. A tabulation of proposals received is on file in the Gila County Board of Supervisors Office, and Gila County Website, and available for review after contract award.

Late Proposals

Any proposal received later than the date and time specified on the Notice of Request for Proposal will not be considered.

Submittal Proposal Format

It is required that One (1) Original and One (1) copy (2 TOTAL) with original signatures on all required RFP documents be submitted. The County will not be liable for any cost incident to the preparation of Proposal, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered. Failure to include all required documents, all with original signatures, may invalidate the bid.

1. By signature in the offer section of the Offer and Acceptance page 29, Contractor certifies:
 - A. The submission of the proposal did not involve collusion or other anti-competitive practices.
 - B. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Contractor awarded the contract to provide the same services, at the same prices stated in the Proposal. Delivery charges may differentiate depending on geographical location.
2. Proposals submitted early may be modified or withdrawn by notice to the party receiving proposals at the place and prior to the time designated for receipt of Proposals.
3. The County is not responsible for any Contractor's errors or omissions. Negligence in preparing an offer confers no right to the Contractor unless the Contractor discovers and corrects such errors prior to the Proposal deadline.

The Proposal shall be submitted in a sealed envelope as follows:

1. A minimum of Two (2) copies, both with original signatures shall be provided by the bidder.
2. The bidder's company name shall be written on the outside front of the sealed envelope.
3. The Proposal Title "*Janitorial Service for Southern Gila County*", RFP No., "*072117*", Date "*October 18, 2017*", and time "*3:00 PM*" of Proposal opening shall be written on the outside of the sealed envelope.
4. The Bidder shall assume full responsibility for timely delivery at the location designated in the Notice. Late deliveries will not be considered for award.

GENERAL TERMS AND CONDITIONS

Award of Contract

1. The Gila County Board of Supervisors reserves the right to award the Proposal which is deemed to be in the best interest and most advantageous to the County of Gila.
 - a. Notwithstanding any or other provisions of the RFP, the County reserves the right to:
 1. Waive any immaterial defects or informalities; or
 2. Reject any or all Proposals; or portions thereof; or
 3. Reissue a Request for Proposal.
2. It is the responsibility of the Gila County Board of Supervisors to let the County contracts to the lowest, responsive, most qualified, and responsible Contractor. To ensure that all Contractors are experienced, reasonably equipped and adequately financed to meet their contractual obligations, a determination of responsibility shall be made by the Gila County Board of Supervisors prior to contract award.
3. Further, the County reserves the right to reject the Proposal of any Contractor who has previously failed to perform adequately after having once been awarded a prior Proposal for furnishing and installing materials similar in nature.
4. All submitted forms provided in this Request for Proposal will be reviewed by the Gila County Attorney and Gila County Board of Supervisors.
5. Those Contractors who, in the opinion of the Gila County Board of Supervisors, are best qualified and whose Proposals are most advantageous to the County may be invited to appear before the Board for an oral review.
6. The apparent successful Contractor shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to successfully execute the contract.

Protests

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

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

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

Laws and Ordinances

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

EXHIBIT "B" BIDDER AWARD AGREEMENT

This exhibit shall serve as the contract agreement to any Contractor, their agents, subcontractors and/or representatives, awarded this or any portion of this contract by the County, by submitting Proposals to this or any other solicitation requiring sealed Proposals, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on page 29, *Bidders Offer Page*, and Exhibit "D" *Bidders Qualification and Certification Forms(s)* pages 21-22.

Overcharges by Antitrust Violations

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

Authority to Contract

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

Independent Contractor

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

Contract Amendments

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

Contract Default

- A. The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

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

Right to Assurance

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

Costs and Payments

- **Payment:** Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Contractor shall submit a complete and accurate invoice for payment from the County within thirty (30) days. Invoices may be submitted bi-monthly for services performed under this contract.
- **Payment of Taxes:** The Contractor shall be responsible for paying all applicable taxes.
- **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- **IRS W9 Form:** In order to receive payment the Contractor shall have a current IRS W9 Form on file with the County unless not required by law.

Note: If County receives a Preliminary Lien Notice from a subcontractor the Contractor will provide Lien Waivers prior to Contractor receiving payment.

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

The County, with or without cause, may terminate this contract at any time by mutual written consent, or by giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part.

If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for the services rendered and accepted material received by the County before the effective date of termination.

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

1. In the opinion of the County, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in the contract.
2. In the opinion of the County, the Contractor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Contractor fails to furnish the required service and/or product within the time stipulated in the contract.
4. In the opinion of the County, the Contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation.

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

Force Majeure

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and conditions.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

Indemnification Clause

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

Israel Boycott Certification

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

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

It is the intent of this Invitation for Proposals to enter into a contract with a qualified Contractor to provide janitorial services for Southern Gila County facilities.

General Purpose

1. All product specifications are **minimum**.
2. Contractor should have adequate manufacturing/stocking facilities to serve the needs of Gila County.
3. All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
4. Contractor shall review its Proposal submission to assure the following requirements are met.
 - a. One (1) original and one (1) copy, total of two (2), all with original signatures shall be submitted
 - b. Qualification and Certification Forms
 - c. Price Sheet
 - d. References List
 - e. No Collusion Certification
 - f. Intentions Concerning Subcontracting
 - g. Legal Arizona Workers Act Compliance
 - h. Checklist & Addenda Acknowledgment
 - i. Offer Page
 - j. Background Investigation Authorization

Term and Renewal

The term of the Contract shall commence upon award and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the Contract for three (3) more additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period.

Price Adjustment

The successful bidder will have a contract with the county to clean county buildings consisting of 115841 square feet. However, at the county's sole discretion, the area to be cleaned may be reduced by a maximum of 10,000 square feet at any time. If the area is reduced, the contract price will be reduced by the square footage multiplied by the applicable price per square foot and this will be effective for the month following the notice of decrease. And, at the county's sole discretion, the area to be cleaned may be increased any time by a maximum of 10,000 square feet. If the area is increased, the contract price will be increased by the square footage multiplied by the applicable price per square foot and this will be effective for the month following the notice of increase.

If the contract is renewed, then the contractor may request an increase in the contract price. The price may be increased by no more than 2.5% per square foot for the next contract year if the board of supervisors approves of the price increase. This process may be repeated each year the contract is renewed.

INSURANCE REQUIREMENTS

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

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

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

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

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

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000
- a. Policy shall be endorsed to **include master key coverage**.
- b. The policy shall be endorsed to include the following additional insured language: **"The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor"**.
- c. Policy shall be endorsed to **include coverage for "care-custody-control"**.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

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

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000
Disease – Each Employee \$100,000
Disease – Policy Limit \$500,000

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

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

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

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing, 1400 E. Ash St., Globe, AZ 85501**, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.

Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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



October 10, 2017

Betty Hurst
Contract Administrator
All Globe County Management
1400 E Ash Street
Globe, AZ 85501

RE: RFP 072117

The management and staff at Jani-Serv (JSI) are grateful for your allowing us this opportunity to provide you with this proposal for services along with an overview of our company's services.

JaniServ has been providing Environmental Services to the states of Arizona, New Mexico, Nevada, Idaho, Ohio, Tennessee, Utah, Texas, California and others since our inception in 2002. Our owners and management have been in the Facilities Industry domestically and internationally for over 40 years providing services such as, Environmental Services, Plant Operations, CMMS, Landscaping, and others, to a wide variety of institutions throughout the United States.

Jani-Serv (JSI) currently provides services to the following markets:

- ◆ Hospitals
- ◆ Automobile Dealerships
- ◆ Education
- ◆ Stadiums
- ◆ Commercial
- ◆ Retail: Big Box and Specialty Centers
- ◆ High Technical and Laboratory
- ◆ Government: Local, State, and Federal
- ◆ Industrial
- ◆ Entertainment

The following Capabilities Presentation is designed to provide an overview of our company, its systems and processes.

We look forward to serving you.

Respectfully,


Robert A. Twilley

Robert A. Twilley
President
Jani-Serv, Inc

109 W University Dr, Suite 2, Mesa, AZ 85201
Phone: 480.921.3566
Fax: 480.921.3767
www.janiservinc.com



Company Profile

JSI is pleased to provide the following list of services to our clients. Our portfolio of services includes:

- ◆ Environmental Services
- ◆ Facilities Maintenance
- ◆ Tenant Improvement (TI)
- ◆ Computerized Maintenance Management Systems
- ◆ Landscaping-Lawn Maintenance
- ◆ Restoration Services

JSI specializes in creating integrated facilities management programs for our clients that includes the benefits of professionalism derived from the implementation of the following technological innovations and professional personnel expertise:

- ◆ Professional Industry Staff Training
 - IEHA
 - ASHES
 - JCAHO
 - IFMA
 - BSCAI
- ◆ Tiered management communication
 - Real-time Communication Devices
 - MTIC Personnel Tracking Devices
- ◆ Real-time response to:
 - Work Orders
 - Scope of Work requirements

Our knowledgeable management team is totally committed to meeting, and exceeding, our customers' expectations. Many are former business owners themselves and understand the impact of a struggling economy and the need to adapt and change tactics swiftly, thereby, maintaining better stewardship of our customer's assets!

At *JSI*, a high value is placed on innovation and social responsibility. We offer a full line of **Green Seal Certified products**, environmental planning, and implementation of Green friendly practices to a large portion of our client base on request.

JSI provides a single source for **Facilities Services**. Our integrated approach translates into cost savings, better service, and a higher level of *Service Provision* for our valued customers.

JSI is JCAHO compliant provider!



Customer Service

Support

JSI employs a 24-hour customer service team. Our staff can always be reached by email and toll-free telephone number. In the case of an urgent request, there will always be a manager available to physically visit the site and handle emergency issues. Management personnel carry mobile devices at all times and are notified immediately of any requests..

Electronic Reporting

Through these computerized systems, Jani-Serv, Inc. provides our clients with the following reports:

- Cycle cleaning- given as per scope of work requirements.
- Audits- daily by lead, weekly by site manager, monthly by regional manager, and quarterly by the VP of Operations. Audits are PDA driven, collated and trended by our in-house customer service operations.
- Personnel- Manager+ documents and records all training participation and completion, employee files, and wage/salary histories.
- Customer satisfaction surveys- monthly by regional operations manager and quarterly by the VP of Operations.
- Health and Safety- provided upon any incident where employee health or safety issues arise, including but not limited to injury reports, hazardous conditions, and AOE/COE claims.
- Broken or Missing Equipment- always provided immediately over our online system, in the form of a work order.



Reporting

At *JSI* we provide everything needed for accurate, timely reporting with our online system. As outlined in the communication plan, we offer several types of reports for your convenience. Aside from your requested information and work orders, we provide the following reports in detail:

- Cycle cleaning- given as per scope of work requirements.
- Audits- daily by lead, weekly by site manager, monthly by regional manager, and quarterly by the VP of Operations. Audits are PDA driven, collated and trended by our in-house customer service operations.
- Training:
 - Frequency and compliance
 - IEHA & ASHES methodology based
 - JCAHO/HIPPA/MERSA compliant (Hospital Standards)
 - OSHA/BIOHAZARD
 - Cross-Training segmentation
 - Source Separation: Recyclables
 - Communications
- Employee training and tracking device:
 - Personnel files
 - Wage & salary management
 - Health & welfare tracking
- Customer satisfaction surveys- monthly by regional operations manager and quarterly by the VP of Operations.
- Health and Safety- provided upon any incident where employee health or safety issues arise, including but not limited to injury reports, hazardous conditions, and AOE/COE claims.
- Broken or Missing Equipment- always provided immediately over our online system, in the form of a work order.
- All other information can be processed at the client's request over our online management system or by hard copy.



Quality Assurance

Quality Management Team

The purpose of *JSI's* Quality Assurance Program is to establish a quality culture - a culture that focuses on customers, involves employees, measures performance and is continuously improving. To achieve this goal, *we employ a unifying methodology that places a variety of processes into a single framework*. This framework is taken to new customers and service partners as a starting point from which we customize project-specific programs. This framework enables us to roll up measurements to monitor improvements across segments, customers, and service partners.

Components within our Quality program include:

- Best Practices Program
- Customer Satisfaction Program
- Quality Improvement Teams (QITs)
- Quality Methodology

Quality Assurance

JSI holds to itself the highest standards of quality, basing its quality control program on the IEHA/ASHES Quality Management System developed specifically for environments. This program is concerned with international standards of quality regarding the following:

- The customer's quality requirements
- Applicable regulatory requirements
- Enhancing customer satisfaction
- Achieving continual improvement of performance

Maintaining Our Standards

We are proud of our commitment to monitoring the details. We've set very specific guidelines for each task performed by our employees. *JSI* develops task checklists for supervisory inspections and for continuous tracking of work performance. To measure the quality of our services, we employ redundant audits and web-based databases for customer access and real-time reviews.

QUALIFICATION AND CERTIFICATION FORMS

EXHIBIT "D" Bidder Qualifications and Certification

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

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

Contract Number 072117 Janitorial Service for Southern Gila County

The applicant submitting this Proposal warrants the following:

1. Name, Physical Address, E-Mail Address and Telephone Number of Principal Contractor:
JaniServ Inc
109 West University Dr, Suite 2
Mesa, Arizona 85201
2. Had Contractor (under its present or any previous name) ever failed to complete a contract?
_____ Yes X No. If "Yes, give details, including the date, the contracting agency, and the reasons Contractor failed to perform in the narrative part of this Contract.
3. Has Contractor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? _____ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Contractors disqualification, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Contractor prior to contract expiration date (under your Contractor's present or any previous name)? _____ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons Contractor was terminated in the narrative part of this Contract.
5. **CONTRACTOR MUST ALSO PROVIDE AT LEAST THE FOLLOWING INFORMATION ALONG WITH THEIR PROPOSAL SUBMITTAL:**
 - a. A brief history of the Company.
 - b. A Cost Proposal shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the Scope of Services described herein, shall be submitted on the Reference List, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal.
 - f. Sealed list of "equipment used" in performing the services must accompany proposal submitted by Contractor.
 - g. Gila County reserves the right to request additional information.

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

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

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

8. Contractor must provide copies of all required Arizona Certifications and Licenses in performing the scope of services provided in this request for proposals.



Signature of Authorized Representative

Robert A. Twilley

Printed Name

President

Title

PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 072117 Janitorial Service for Southern Gila County.

Contractor Name: JaniServ Inc

Phone No.: 480.921.3566

| Location | Square Foot | Annual Cost Per Location |
|---|--------------------|---------------------------------|
| Gila County Courthouse FM_0101 | 47,076 | \$38,804.00 |
| Copper Building FM_0103 | 20,160 | \$16,894.00 |
| Health & Community Services FM_6005 | 27,581 | \$20,444.00 |
| WIC Building FM-0204 | 1,792 | \$5,352.00 |
| Public Works Administration Building FM_0710 | 11,000 | \$9,834.00 |
| Facilities/Sign Shop Building FM_0712 | 2,256 | \$5,352.00 |
| Guerrero Building FM_0106 | 5,976 | \$7,593.00 |
| TOTAL ANNUAL COST FOR JANITORIAL SERVICE | | \$104,273.00 |

| BILLABLE WORK: (page 8) | Cost Per Square Foot |
|------------------------------------|-----------------------------|
| Cost for Carpet Cleaning | \$0.18 |
| Cost for Stripping & Waxing Floors | \$0.32 |

*Each location shall be billed separately with location identified on invoice when submitted to Gila County Accounts Payable Department for payment. County Terms "Net 30". Services may be billed bi-monthly

All applicable taxes shall be included in proposed amount.

REFERENCE LIST

References

Please list a minimum of three (3) references for contracts of similar size and scope as this Request for Proposals during the past twenty-four (24) months, in or as close to Gila County as possible. Bidder may attach further reference information as necessary.

1. Company Name: SMS-Assist
 Contact: Devin Hickox
 Phone: 312.445.6090 Address: 875 N Michigan Ave, Chicago, Ill 60611
 Job Length of Time: 11 Months 7 Years
 Job Description: Retail, Childcare, College, Commercial, Specialty Flooring

2. Company Name: Gila County Payson
 Contact: David Huffington
 Phone: 978.970.1640 Address: 610 E Highway 260, Payson, AZ 85541
 Job Length of Time: 9 Months 2 Years
 Job Description: Maintain county building of similar construction, layout, and scope
Requirements.

3. Company Name: Arizona Department of Transportation - Payson
 Contact: Rusty Gump
 Phone: 602.712.7827 Address: 1739 West Jackson Street, Phoenix, AZ 85007
 Job Length of Time: 2 Months 2 Years
 Job Description: Maintain office and operation facilities for State of Arizona.

JaniServ Inc

Company Name

Signature of Authorized Representative

President

Title

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

STATE OF ARIZONA)
)ss
COUNTY OF:)

ROBERT TWILLEY
(Name of Individual)

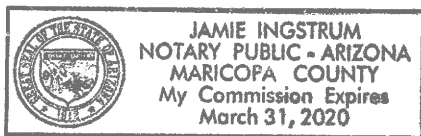
being first duly sworn, deposes and says:

That he is PRESIDENT
(Title)
of JANI-SERV, INC. and
(Name of Business)

That he is bidding on **Gila County BID NO. 072117 JANITORIAL SERVICE FOR SOUTHERN GILA COUNTY, GLOBE, AZ, and,**

That neither he nor anyone associated with the said JANI-SERV, INC.
(Name of Business)

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



JaniServ Inc

Name of Business

By ROBERT TWILLEY - [Signature]

President

Title

Subscribed and sworn to before me this 10 day of October, 2017.

[Signature]
Notary Public

My Commission expires:

3/31/2020

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids for Request for Proposals No. 072117, Janitorial Service for Southern Gila County, my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractor will be identified and approved by the Facilities Manager prior to award of the contract; and that documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions is on file and available for review.

A list of any subcontractors (if applicable) to be used in performing the service must accompany the Proposal response. The list must include the subcontractors name, address, and phone number.

Any subcontractor not listed with the bid must be approved by the County Facilities Manager prior to providing any work pursuant to this contract. Further, contractor warrants that all subcontractors will comply with all terms and conditions of this contract including but not limited to all insurance and worker's compensation coverage provisions of this contract. The County reserves the right to terminate the contract if the contractor fails to comply with the provisions of this certification.



It is my intention to subcontract a portion of the work.



It is not my intention to subcontract a portion of the work.

JaniServ Inc

Name of Firm

By: (Signature)

President

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

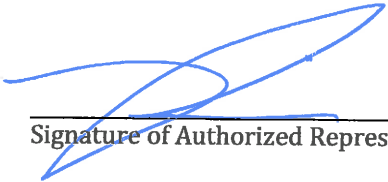
Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall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

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

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

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

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



Signature of Authorized Representative

Robert A. Twilley

Printed Name

President

Title

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all Bid Documents shall be completed and/or executed and submitted with this Request for Proposals (RFP). If Contractor fails to complete and/or execute any portion of the Bid documents, all with original signatures, the RFP may be determined to be "non-responsive" and rejected.

CHECKLIST:**REQUIRED DOCUMENT****COMPLETED / EXECUTED**

QUALIFICATION & CERTIFICATION FORM

✓

PRICE SHEET

✓

REFERENCE LIST

✓

NO COLLUSION IN BIDDING

✓

INTENTIONS IN SUBCONTRACTING

✓

LEGAL ARIZONA WORKERS ACT COMPLIANCE

✓

CHECKLIST & ADDENDA ACKNOWLEDGMENT

✓

OFFER PAGE

✓

BACKGROUND AUTHORIZATION

✓

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

| | #1 | #2 | #3 | #4 | #5 |
|----------|----------------|----------------|-----------------|----------------|----|
| INITIALS | <u>RAT</u> | <u>RAT</u> | <u>REVISION</u> | <u>RAT</u> | |
| DATE | <u>10/5/17</u> | <u>10/5/17</u> | <u>10/9/17</u> | <u>10-5-17</u> | |

Signed and dated this _____ day of _____, 2017

JaniServ Inc

Contractor:

By:

Each proposal shall be sealed in an envelope addressed to the Gila County Purchasing Department and bearing the following statement on the outside of the envelope: *Company Name, Request for Sealed Proposals No. 072117 Janitorial Service for Southern Gila County*. All proposals shall be filed with Gila County Procurement at 1400 E. Ash St., Copper Building, Globe, AZ on or before October 18, 2017, 3:00 pm.

OFFER AND ACCEPTANCE**TO GILA COUNTY:**

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

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

Pursuant to A.R.S. §35-397 the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Contractor Submitting Proposal:

JANI-SERV, INC
Company Name
109 W UNIVERSITY DR STE 2
Address
MESA AZ 85201
City State Zip
[Signature]
Signature of Person Authorized to Sign
ROBERT TWILLEY
Printed Name
PRESIDENT
Title

For Clarification of this Offer, Contact:

Name: ROBERT TWILLEY
Title: PRESIDENT
Phone No.: 602-628-0874
Fax: 480 921 3767
Email: ROBERT@JANISERVINC.COM

ACCEPTANCE OF OFFER
(For Gila County use only)

The Contractor is now bound to provide the materials or services listed in RFP No.: 072117 including all terms and conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by County/public entity. The contract shall henceforth be referenced to as Contract No. 072117.

GILA COUNTY BOARD OF SUPERVISORS

Awarded this 7th day of November, 2017

[Signature]
Tommie C. Martin, Chairman, Board of Supervisors

ATTEST

[Signature]
Marian Sheppard, Chief Deputy Clerk of the Board

APPROVED AS TO FORM

[Signature] 11-7-17
Jefferson R. Dalton,
Deputy Gila County Attorney, Civil Bureau Chief
for Bradley D. Beauchamp, County Attorney



Waiver of Liability and Release Form BACKGROUND INVESTIGATION AUTHORIZATION

I Robert A. Twilley . Hereby give the Gila County Purchasing Department the right
(Print First, Middle Initial, & Last Name)
to make a thorough investigation of my background as part of the bidding proposal process for Bid
No.072117.

The term "back-ground investigation" as used in this document refers to any and all information and sources of information that may be deemed necessary to obtain or contact, to determine the offerors fitness as a bid award candidate.

I understand that I do not have to agree to this background investigation, but that refusal to do so may exclude me from consideration for bid award.

I understand that information collected during this investigation will be limited to that appropriate to determining my suitability for the project out for bids and that all such information collected during the investigation will be kept confidential.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, any and all persons or entities who shall furnish any information or opinions to the Purchasing Department, its agents or employees.

I hereby release from liability and promise to hold harmless, under any and all possible causes of legal action, the political subdivision, the Purchasing Department, its agents or employees for any statements, acts or omissions in the course of my background investigation.

I release from liability given by me to the political division, its officers, agents and employees, all others as mentioned above, shall apply to any rights of action arising from the denial of bid award based on information received from the background investigation.

Please read carefully before signing.

Signed: 

Date: 10.10.17

Date of Birth: 1-19-76

JaniServ Inc



JANISERV
INC.

| Capital Equipment | |
|---|----|
| Brutes | 11 |
| Carts | 4 |
| Misc: mop handles, buckets, wringers (sets) | 15 |
| Vacuum | 8 |
| Mops, cloths, pads, chemicals (sets) | 15 |
| Buffer (120 rpm) | 1 |
| Burnisher (2500 rpm) | 1 |
| Wet-Dry Vacuum | 2 |
| Extractor | 1 |

ARF-6326

Consent Agenda Item 4. B.

Regular BOS Meeting

Meeting Date: 11/03/2020

Reporting Period: October 20, 2020

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Information

Subject

Board of Supervisors' October 20, 2020, Meeting Minutes.

Suggested Motion

Approval of the Board of Supervisors' October 20, 2020 meeting minutes.

Attachments

10-20-20 Meeting Minutes

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

Date: October 20, 2020

WOODY CLINE

Chairman

MARIAN SHEPPARD

Clerk of the Board

TOMMIE C. MARTIN

Vice-Chairman

By: Marian Sheppard

TIM R. HUMPHREY

Member

Gila County Courthouse
Globe, Arizona

PRESENT: Woody Cline, Chairman (by ITV); Tommie Martin, Vice-Chairman (by phone for a brief time to address agenda item 3F); and Tim R. Humphrey, Member (by ITV)

STAFF PRESENT: W. James Menlove, County Manager (by ITV); Jacque Sanders, Deputy County Manager and District Librarian; Jefferson R. Dalton, Deputy Gila County Attorney and Civil Bureau Chief; Marian Sheppard, Clerk of the Board (by ITV); and Melissa Henderson, Deputy Clerk

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE – INVOCATION

Chairman Cline called the Regular Meeting to order at 10:00 a.m. on this date. The meeting took place in the Board of Supervisors' hearing room and was televised to the Supervisors' conference room in Payson. Chairman Cline and Supervisor Humphrey were present in Payson. Mary Springer led the Pledge of Allegiance and Pastor Rich Richey of the Payson First Church of the Nazarene delivered the invocation.

Item 2 – PUBLIC HEARINGS:

A. Information/Discussion/Action to approve, deny or modify

Conditional Use Permit Application number CUPP2007-001 to allow a 3-story, 34-foot tall building height, which is measured from grade level to the mean height between eaves and ridge, for a single-family residence in a Residential 1L Use District in Strawberry Arizona.

Scott Buzan, Community Development Department Director, advised that Community Development staff approved and issued a building permit for a two-story 30' tall single-family residence in January of this year. It was during a foundation inspection that a County building inspector noticed that the actual grade did not match what the draftsman had indicated on the building

plans. After discussing the discrepancy with the contractor, the contractor admitted he had also over-excavated the building site. This resulted in the first floor no longer being buried enough below grade to not count as a story thus increasing the building's height to 34' for part of the residence. The contractor and property owners chose to apply for a Conditional Use Permit (CUP) for the increased height and story stating that the natural slope of the lot will be more aesthetically pleasing for the neighbors and the property owners. The zoning ordinance does not restrict when an application must be submitted for a CUP. The owners committed to Community Development that if they did not receive the CUP, they would bring in the necessary soil to bring the structure into compliance. It was because of this commitment no stop-work order was issued. A community meeting was held in August with 12 out of the 26 invited property owners within 300' of the subject property in attendance. According to the applicant, none of the meeting attendees were opposed to the CUP. Planning and Zoning staff have not received any phone calls or emails regarding the application. The staff does not believe the proposed height of 34' and 3 stories on the left side of the building will be substantially incompatible with houses in the immediate area, nor have a negative visual impact. Mr. Buzan referenced pictures in the staff report that showed the view from Emmas View Road and the view from the lower road looking upslope. The property that is adjacent to the north or bottom of the slope is also owned by the applicants. Staff recommends approval based on the topography of the property and the substantial amount of vegetation in the area. Mr. Buzan stated that the Planning and Zoning Commission met on September 17, 2020, to consider this application. By a 4 to 1 vote, the Planning and Zoning Commission recommends the Board of Supervisors' approval of the CUP.

Chairman Cline opened the public hearing. There weren't any comments, so he closed the public hearing and asked for a motion on this item. Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board approved Conditional Use Permit Application No. CUPP2007-001.

B. Information/Discussion/Action to consider a liquor license application (County No. LL-20-03) submitted by Michael Joseph Szabo for the transfer of a Series 6 Bar License with an interim permit to operate at the Double D Bar and Grill, 354 W. Johnson Boulevard in the community of Tonto Village; and issue a recommendation to the Arizona Department of Liquor Licenses and Control whether the license should be granted.

Marian Sheppard, Clerk of the Board, stated that there is an internal review process whereby the Building Permit Division and the Health Division review the application to determine if there are any permitting issues within their areas of responsibility. The County Treasurer reviews the application to determine if the property owner is current on paying taxes for any property owned in the County. The Divisions and the Treasurer do not have any objection to this application. Ms. Sheppard advised that the Arizona

Department of Liquor Licenses and Control issues final approval on liquor license applications. She further advised that there hasn't been any written objection to this application.

Chairman Cline opened the public hearing. There weren't any comments, so he closed the public hearing and asked for a motion on this item. Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board voted to recommend that the Arizona Department of Liquor Licenses and Control approve this liquor license application.

Item 3 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to authorize the Finance Department's electronic submission of a Coronavirus Emergency Supplemental Funding Program Grant Application in the amount of \$57,348 to provide the Sheriff's Office with 800 HHZ analog/multi-protocol digital portable radios that will allow interoperable multi-agency communications during emergency situations.

Sarah White, Sheriff's Office Chief Administrative Officer, acknowledged Aimee Staten, Finance Department Grants Administrator, for her help writing this application. She advised that the Sheriff's Office needs digital radio capabilities that will allow interoperable multi-agency communications during emergency situations. If grant funds are awarded, the portable radios will be purchased. Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board authorized the electronic submission of a Coronavirus Emergency Supplemental Funding Program Grant Application in the amount of \$57,348.

B. Information/Discussion/Action to accept a FFY 2021 grant award (Contract No. 2021-405d-015) in the amount of \$25,000 from the Governor's Office of Highway Safety that will be used to support Sheriff's Office personnel services (overtime) and employee-related expenses to enhance DUI/impaired driving enforcement.

Ms. White stated that during Sheriff's Shepherd's administration, this grant has been awarded to Gila County annually. Chairman Cline acknowledged that the grant funds are appreciated and needed. He asked Sheriff Adam Shepherd if any statistics are kept on the number of citations that have been issued for DUI/impaired driving enforcement. Sheriff Shepherd replied that the statistics are provided to the Governor's Office of Highway Safety and they are also included in the Sheriff's annual report. Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board accepted a grant award (Contract No. 2021-405d-015) from the Governor's Office of Highway Safety in the amount of \$25,000.

C. Information/Discussion/Action to accept a FFY 2021 grant award (Contract No. 2021-PTS-023) in the amount of \$15,000 from the Governor's Office of Highway Safety that will be used to support Sheriff's Office personnel services (overtime) and employee-related expenses for Selective Traffic Enforcement Program speed enforcement activities.

Ms. White commented that the Sheriff's Office has received this grant award for many years and this year the amount was increased by \$5,000. She acknowledged Lienneke Mellema, Sheriff's Office Accounting Clerk Specialist, for her help in writing and submitting the grant application. Sheriff Shepherd added that the additional grant funds help the officers with overtime pay to do additional enforcement. Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board accepted a grant award (Contract No. 2021-PTS-023) from the Governor's Office of Highway Safety in the amount of \$15,000.

D. Information/Discussion/Action to approve Amendment No. 1 to an Intergovernmental Agreement (Contract No. DI20-002263) between the Arizona Department of Economic Security and the Gila County Community Services Department to increase the Case Management service reimbursement ceiling to \$437,139 and increase the Community Services service reimbursement ceiling to \$472,500 for the period of July 1, 2020 through June 30, 2021 to provide continued Community Action Program services.

Malissa Buzan, Community Services Department Director, advised that this amendment allows the acceptance of a total of \$198,961 in CARES Act funds. Amendment No. 1 to Contract No. DI20-002263 revises the Case Management services reimbursement ceiling for the period of July 1, 2020 through June 30, 2021 from \$350,678 to \$437,139, which includes \$86,461 in CARES Act funding. It also revises the Community Services service reimbursement ceiling for the period of July 1, 2020 through June 30, 2021 from \$360,000 to \$472,500, which includes \$112,500 in CARES Act funding. Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board approved Amendment No. 1 to an Intergovernmental Agreement (Contract No. DI20-002263) with the Arizona Department of Health Services.

E. Information/Discussion/Action to adopt Policy No. FIN-BOS-118 - Public Safety Personnel Retirement System Contingency Reserve Funding.

Mary Springer, Finance Director, stated that on October 6, 2020, the Board of Supervisors reviewed and discussed a draft of this policy. She explained that the policy sets up contingency funding to ensure the County's Public Safety Retirement System Pension Plans remain fully or mostly funded in the event of a market or actuarial change that affects contribution rates. The Contingency Reserve Fund would be established with existing County assets.

Chairman Cline inquired if the contingency funds would be held in a different account. James Menlove, County Manager, replied that \$1.5M or approximately 10% of the County's reserves will be set aside as contingency funds; however, the funds are included in the County's General Fund. Ms. Springer added that this action is directly tied to the following agenda item.

Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board adopted Policy No. FIN-BOS-118 - *Public Safety Personnel Retirement System Contingency Reserve Funding*.

F. Information/Discussion/Action to adopt Resolution No. 20-10-05 approving the sale and execution and delivery of pledged revenue obligations, Taxable Series 2020; approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents; delegating authority to determine certain matters with respect to the foregoing and declaring an emergency; and approve the use of cooperative contracts with Stifel, Nicolaus & Company as underwriter (C-005-1718) and Greenberg Traurig, LLP (RFP 01-18-22) as bond counsel for the 2020 bond financing transaction utilizing the Strategic Alliance for Volume Expenditures (SAVE) cooperative contracts. (Roll Call Vote)

Ms. Springer advised that Mark Reader of Stifel, Nicolaus & Company, and members of his staff were present by phone to provide an updated presentation. Due to the Internet being out of service at the Globe Courthouse, a PowerPoint presentation wasn't made; however, Ms. Springer handed each Board member a hard copy of the presentation. Mr. Reader reviewed the slide presentation and highlighted some of the changes to include updated numbers associated with bond financing. Slide 2 of the presentation follows, which explains the reasons for the change in numbers.

Slide Presentation - Page 2:

- The County and its underwriter recently received access to the County's 'GASB (Governmental Accounting Standards Board) 68' reports, which are produced by the Arizona Public Safety Personnel Retirement System's (the "PSPRS") actuary.
- Each year, the actuary compares the County's experience (e.g. Did employees retire when expected? Did employees receive salary raises as expected, etc.?) and PSPRS's investment returns to the actuarial assumptions.
- Occasionally, the PSPRS Board considers changes to actuarial assumptions to continue tuning assumptions to experience.

- Deviations between actual pension fund experience/investment returns and actuarial assumptions, as well as changes to actuarial assumptions, could cause the County's pension liability to either increase or decrease.
- PSPRS, like most pension funds nationally, does not immediately adjust the County's pension liability based on the results of this analysis but instead recognizes the changes over a period of several years.
 - This results in 'unrecognized pension liabilities', or pension liabilities that are not currently incorporated into the County's actuarial reports but will be phased in over the next 4 years.
- The GASB 68 reports for the County's Sheriff, Detention, and Dispatcher Retirement Plans indicate that approximately \$533 thousand of combined, new liabilities will be added to the County's three pension plans over the next 4 years.
- The Board of Supervisors is asked to consider sizing the pension financing to eliminate both the recognized unfunded pension liability (\$16M) and the unrecognized unfunded pension liability (\$533K).
 - Without funding the unrecognized unfunded pension liability with the financing or other resources, the County will otherwise see its unfunded liability grow in future actuarial reports, which will result in new UAAL (Unfunded Actuarial Accrued Liability) amortization payments.

Chairman Cline commented that the current interest rate is at 3.05% and he inquired if it would go below 3%. Mr. Reader replied, "We are sure hoping..." Chairman Cline asked Mr. Reader the date the Board would know the interest rate for this financing. Mr. Reader replied that the Board would be informed of the interest rate by this Thursday at around 10:30 a.m. to 11:00 a.m.

Mr. Menlove and Ms. Springer provided the interest rates and amounts of financing for Pinal County and the City of Flagstaff which is also undergoing bond financing for the unfunded liability of their Public Safety Retirement System Pension Plans.

Chairman Cline commented that the bond financing "will give our folks peace of mind knowing their retirement is whole. This is a really good thing. It will put in place this payment structure for 17 years; a long time..." Supervisor Humphrey expressed his gratitude for the County being a "stable enough county to have the rating to get these low-interest rates."

A motion was made by Supervisor Humphrey and seconded by Chairman Cline to adopt Resolution No. 20-10-05 approving the sale and execution and delivery of pledged revenue obligations, Taxable Series 2020; approving the form and authorizing the execution and delivery of necessary agreements, instruments and documents; delegating authority to determine certain matters with respect to the foregoing and declaring an emergency; and approve the use of cooperative contracts with Stifel, Nicolaus & Company as underwriter (C-005-1718) and Greenberg Traurig, LLP (RFP 01-18-22) as bond counsel for the 2020 bond financing transaction utilizing the Strategic Alliance for Volume Expenditures (SAVE) cooperative contracts by roll call vote. Marian Sheppard, Clerk of the Board, asked for each Board member's vote by roll call. Supervisor Humphrey voted "aye," and Chairman Cline voted "aye." The motion passed.

Note for the record: When this item was initially voted upon, Vice-Chairman Martin was not present. Later in the meeting, Mr. Menlove informed the Board during the call to the public that there must be a roll call vote of all 3 Board members for this agenda item to pass as presented. He stated, "On the adoption of item 3F; there's a portion declaring an emergency. This is an emergency; we are declaring it due to the uncertainty due to COVID, the economy, and we're at rock bottom interest rates. Without the emergency declaration, we would have to wait a month to go out for the sale of bonds (inaudible) and going out in the market as well. To declare an emergency, it requires a positive 3-0 vote by the Board of Supervisors; all the rest is okay..." Supervisor Humphrey stated, "I make a motion that if we can't contact Tommie (Vice-Chairman Martin), to have the Clerk (of the Board) vote if that is all legal." Mr. Menlove asked for the opinion of Jefferson Dalton, Deputy Gila County Attorney and Civil Bureau Chief. Mr. Dalton asked for the question to be repeated due to poor audio. Mr. Menlove stated that it is being recommended that the Clerk of the Board vote on item 3F since Vice-Chairman Martin wasn't present. Mr. Dalton asked the reason the emergency was being declared for item 3F to which Mr. Menlove replied that if action to proceed on the bond financing is not taken immediately to take advantage of the historically low-interest rates, the COVID pandemic, the upcoming General Election, it will cost Gila County thousands of dollars more later on to do this financing. Mr. Dalton added that the item was posted as a regular item; it was voted on, so he questioned the reason that another vote needed to be taken. Mr. Menlove reiterated that to declare an emergency, it would require a vote of all 3 Board members. Mr. Menlove then asked if the Clerk of the Board would be able to vote as Vice-Chairman Martin wasn't present. Before Mr. Dalton was able to answer the question, at 11:19 a.m. Ms. Springer announced that Vice-Chairman Martin was on the phone.

Chairman Cline asked the Board to revisit agenda item 3F so that another vote could be taken with all 3 Board members present. (Supervisor Humphrey's motion to have the Clerk of the Board vote on agenda item 3F died for a lack of a second.) At 11:20 a.m., Vice-Chairman Martin announced that she had

joined the meeting. Supervisor Humphrey made the motion as stated in the agenda item, which was seconded by Vice-Chairman Martin. Ms. Sheppard asked for the vote by roll call; Vice-Chairman Martin voted “aye,” Supervisor Humphrey voted “aye,” and Chairman Cline voted “aye.” The motion passed by a unanimous vote of the Board. **(A copy of the resolution is on file in the Board of Supervisors’ Office and attached to these minutes.)**

Vice-Chairman Martin left the meeting at 11:24 a.m.

G. Information/Discussion/Action to review all bids submitted for Request for Proposals No. 072920 - *Sub-Grantee for COVID-19 Incident Management Support*; award a contract to the lowest, most responsive, responsible, and qualified company; and authorize the Chairman's signature on the award contract in a not to exceed the amount of \$442,000 for the period October 10, 2020, to February 28, 2022.

Michael O’Driscoll, Health and Emergency Management Department Director, presented this item. He reviewed the information contained in the staff report for this item, as follows. The Health and Emergency Management Department has been awarded a \$1.6 million Expanded Laboratory Capacity (ELC) grant from the Arizona Department of Health Services in order to complement, not duplicate, existing COVID-19 funding provided to our jurisdiction. Gila County will leverage and build upon our existing public health infrastructure that emphasizes the coordination and critical integration of disease investigation, epidemiology, contact tracing, and health information systems in order to maximize the public health impact of available resources. The primary goals will be to create a fully implemented, scalable, and sustainable, comprehensive disease investigation, detection, surveillance, and rapid response section to our Health Emergency Operations Center (HEOC). In order to accomplish these deliverables, the Gila County Public Health and Emergency Management Department is seeking to find a consultant that can assist with our long-term response to the current COVID-19 pandemic. The consultant will fill multiple full-time, in-person, on-scene COVID-19 incident support positions to include: Incident Command, Logistics and Supply Chain, and Public information dissemination. Additionally, a heavy focus will be on the planning, development, and implementation of mass vaccinations and a long-term focus on recovery efforts, after-action reporting, and best practice implementation to prepare for future incidents. This project will be funded through February 2022 and will involve all aspects of our current and future response.

Supervisor Humphrey and Chairman Cline thanked Mr. O’Driscoll for all that he and his staff are doing in response to the COVID-19 pandemic.

Upon motion by Supervisor Martin, seconded by Chairman Cline, the Board awarded a contract to Command Solutions 4 in response to Request for

H. Information/Discussion/Action to accept an offer to purchase the property from the Tucker Family in the amount of \$44,000 for a drainage channel.

Steve Sanders, Public Works Department Director, presented this item. He reviewed the information contained in the staff report for this item, as follows. In 1989 at Docket 777, Pages 405-408, Gila County Records, the Tucker Family granted Gila County a drainage easement over a portion of their property. The easement didn't reach Pinto Creek and caused water to spread out over the Tucker's property. About two years ago, Gila County Public Works began working on ways to improve drainage along Stagecoach Drive in Roosevelt. Historically this road turns into a large pond during rain events, with water entering residents' yards. Dibble Engineering was hired to complete a drainage study of Roosevelt Lake Resort. The study provided three alternatives that addressed stormwater runoff. The cost of the alternatives ranged in price from \$777,000 to \$1,359,000. Included in the alternatives was constructing multiple retention basins, some of which would be on private property and Tonto National Forest land and roadway improvements of Stagecoach Drive. All the studies showed the need for stormwater to exit the north end of the subdivision and cross Tucker property on the way to Pinto Creek. The existing easement from the Tucker's was determined to be inadequate to convey the water. The Tucker's were contacted and asked about granting an additional drainage easement to the County. The Tucker family stated they would rather sell the property for the drainage channel instead of granting an easement to the County. It was determined that 0.35 acres were needed for drainage purposes. Once the drainage channel was built it would deny the Tucker's access to an additional 0.84 acres of their property on the other side of the channel. The Tucker's requested the County purchase this additional area. The County hired an appraisal firm to appraise the land, which consisted of a total of 1.19 acres. The land appraised at \$36,714 per acre for a total purchase price of \$44,000.

Supervisor Humphrey advised that this area is in his supervisory district and he thanked Mr. Sanders for finding this cost-effective solution regarding the drainage issue. He stated, "With this purchase, it will help the drainage now as we go forward with future work."

Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board accepted an offer to purchase the property from the Tucker Family in the amount of \$44,000 for a drainage channel.

I. Information/Discussion/Action to approve Amendment No. 2 to Intergovernmental Agreement No. 071918 with the Town of Hayden to

extend the contract term for an additional year to October 2, 2021, whereby the Community Development Department will continue to provide code compliance and inspection services for the Town.

Ms. Buzan advised that this amendment to Intergovernmental Agreement (IGA) No. 071918 allows Community Development Department staff to continue providing code compliance and inspection services to the Town of Hayden for an additional year. The IGA was initially approved on October 2, 2018, and it contained the option to renew the agreement for two one-year periods. The Board of Supervisors approved Amendment No. 1 to the IGA on November 19, 2019, to extend the agreement for an additional year. This would be the last one-year renewal under this IGA. Mr. Buzan stated that in the past year departmental staff provided plan review and electrical inspection services for an electrical service panel upgrade and a roof-mounted solar system. Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board approved Amendment No. 2 to Intergovernmental Agreement No. 071918 with the Town of Hayden. **Correction – Amendment No. 2 will expire on September 31, 2021, not October 2, 2021, as stated in the agenda item.**

J. Information/Discussion/Action to declare four used tanks as surplus and authorize the publication of a Notice of Public Auction to sell the tanks through a closed bid process.

Ms. Springer presented this item. The staff report for this item contains the following information. The Public Works Department received the four used tanks from the Town of Star Valley approximately twelve to fifteen years ago and intended to use them as dip tanks. The tanks have been sitting for quite some time and are not usable for the purpose intended. The tanks can be disposed of by closed bid auction advertised in the local newspaper and the winning bidder can purchase one or all the tanks. If the winning bidder chooses not to purchase all the tanks, then the remaining tanks can be sold individually for the winning bid price.

Supervisor Humphrey asked about the size of the tanks. Ms. Springer replied that she doesn't know the size; however, she provided him a picture of the tanks. Supervisor Humphrey added that in the past, the County has used these tanks and bladders for water storage to suppress fires. He acknowledged that the bladders are no longer useable and asked if they could be repaired. Steve Sanders, Public Works Department Director, replied that when the Town of Star Valley gave the tanks to the County, they were rusted and rotten. He stated, "They wanted to get rid of them and it was cheaper to give them to the County." He had that people have inquired about purchasing the tanks and stated, "They have been sitting for about 20 years and thought maybe we can get something." Ms. Springer advised that prior to the auction, pictures of the tanks will be provided on the County website. Mr. Sanders added that the successful bidder will be responsible for picking up the tanks in Star Valley.

Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board declared four used tanks as surplus and authorized the publication of a Notice of Public Auction to sell the tanks through a closed bid process.

K. Information/Discussion/Action to approve the June 24, 2019 Memorandum of Understanding (MOU) and the Addendum to the June 24, 2019 MOU for Mexican Wolf Recovery and Management; and authorize the Chairman to sign the MOU and the concurrence letter to be attached to the MOU, which affirms designation of the Eastern Arizona Counties Organization Executive Director to represent Gila County when Gila County Supervisors are not directly involved.

Jacque Sanders, Deputy County Manager and District Librarian, presented this agenda item. She reviewed the information contained in the staff report for this item, as follows. On October 22, 2013, the Gila County Board of Supervisors approved the Memorandum of Understanding between the U.S. Fish and Wildlife Service (USFWS) and five Arizona Counties along with fourteen New Mexico Counties to establish Cooperating Agency Status with the USFWS to contribute to the preparation of an EIS on the Mexican Wolf nonessential experimental population rule and management plan. On November 26, 2013, the Board of Supervisors additionally approved an addendum to the 2010 Memorandum of Understanding for the ongoing on the ground management of the Mexican Wolf Experimental Population Area (MWEPA) and specified that the Eastern Arizona Counties Organization and the individual county members jointly and individuals will participate in scoping and provide available information and resources for the development of proper NEPA documentation and the EIS, as well as providing guidance to the Middle Management Team (MMT). This began the process for what is referred to as the National Environmental Policy Act (NEPA) 2015 Mexican wolf nonessential experimental population 10(j) rule. Since that time, the Eastern Arizona Counties Organization Director has participated in a variety of meetings with regards to the original development of an Environmental Impact Statement (EIS), the ongoing MMT meetings, and assisted with providing draft comments to the Gila County Board of Supervisors on this and other issues. In January 2015, the USFWS published the Final Rule: Revision to the Regulations for the Nonessential Experimental Population of the Mexican Wolf (*Canis lupus baileyi*). On March 30, 2018, the US District Court issued an order requiring the US Fish and Wildlife Service (USFWS) to go through all the necessary steps to issue a new rule that is based on the best available science and advances the conservation and recovery of the Mexican wolf to the point where listing under the Endangered Species Act is no longer necessary. The USFWS has begun the process, and cooperator MOUs need to be renewed. This process was initiated with a new MOU final version dated June 24, 2019.

Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board approved the June 24, 2019 Memorandum of Understanding (MOU) and

the Addendum to the June 24, 2019, MOU for Mexican Wolf Recovery and Management; and authorized the Chairman to sign the MOU and the concurrence letter to be attached to the MOU.

L. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-07-187 and, if accepted, authorize the Chairman's signature on the Quit Claim Deed.

Marian Sheppard, Clerk of the Board, advised that the subject property contains a burned and deteriorated house located at 501 E. First Street, Hayden. The total lien amount on this parcel is \$2,639.51. She stated that Corey Lee Busboom, who owns adjoining land, submitted a sealed bid for the purchase of the subject property. She proceeded to talk about a recent local newspaper article that was written about Mr. Busboom. She informed the Board that Mr. Busboom is originally from the Phoenix area. In the last couple of years, Mr. Busboom has purchased numerous state tax-deeded properties from the Board of Supervisors. He has refurbished a couple of homes and intends to refurbish more homes in the future. She added that Mr. Busboom likes the area so much that he moved to Globe. Ms. Sheppard stated that it is nice to have Mr. Busboom purchase these properties because he cleans them up which is a benefit to the County. She added that others have purchased similar properties from the Board of Supervisors in the past only to let them continue to deteriorate. Ms. Sheppard commented that Mr. Busboom's friends have also purchased a few properties. She stated that Mr. Busboom and his friends are helping the County to eliminate blighted properties. Supervisor Humphrey commented, "I'm glad to hear this and hear this story. It is great we are seeing more of this happen." Chairman Cline asked Ms. Sheppard to open the sealed bid. Ms. Sheppard announced, "I have a bid on parcel number 101-07-187 from Corey Lee Busboom in the amount of \$370." Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board accepted Mr. Busboom's bid in the amount of \$370 for the purchase of the subject parcel and authorized the Chairman's signature on the Quit Claim Deed.

M. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 207-17-083 and, if accepted, authorize the Chairman's signature on the Quit Claim Deed.

Ms. Sheppard advised the subject property is a vacant hillside located on the corner of Moore Street and Surmont Street in Globe. The total lien amount on this parcel is \$3,705.01. She received a sealed bid from adjoining landowners. If their bid is accepted, they intend to request that the Assessor combine the parcels. This will be beneficial to the Assessor and Treasurer in reducing the number of notices that are issued each year per parcel. Chairman Cline asked Ms. Sheppard to open the sealed envelope. Ms. Sheppard announced that she received a bid in the amount of \$600 from Glenn Kahler and Barbara Jenkins, husband and wife. Upon motion by Supervisor Humphrey, seconded by

Chairman Cline, the Board accepted a bid from Mr. Kahler and Mrs. Jenkins in the amount of \$600 for the purchase of the subject parcel and authorized the Chairman's signature on the Quit Claim Deed.

Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board adjourned as the Gila County Board of Supervisors and convened as the Board of Equalization to address the following agenda item.

N. (Adjourn as the Gila County Board of Supervisors and convene as the Gila County Board of Equalization.) Information/Discussion/Action to receive and accept Board of Equalization (BOE) Hearing Officer H. Charles Johnson's decision on an appeal to the BOE regarding the Assessor's tax year 2021 property valuation of one property that was heard on October 9, 2020. (Adjourn as the Gila County Board of Equalization and reconvene as the Gila County Board of Supervisors.)

Ms. Sheppard advised that a couple of years ago the Board of Supervisors decided to contract with H. Charles Johnson to hear all appeals that are submitted to the Board of Equalization (BOE) and she added that the Board members have been pleased with his past decisions. Only one appeal was submitted to the BOE for the Assessor's 2021 tax year property tax valuations. It was from Bain Law Firm representing Chapman Payson, LLC regarding Assessor's tax parcel number 304-02-024E. A hearing was scheduled for October 9, 2020. At the time of that hearing, the Gila County Assessor's recommendation was a no change for the year 2021 full cash value (FCV) of \$2,397,899. The Appellant argued that the correct FCV should be reduced and provided testimony and other evidence to that effect of an FCV of \$1,502,000.00. Ms. Sheppard advised that Mr. Johnson did not make a decision at the hearing, but rather he took additional time to review all of the documents and testimony that was provided by both sides. His written decision is as follows:

1. The Hearing Officer held a Change of Fair Cash Value was warranted for the parcel that is the subject of this matter, parcel #304-02-024E.
2. After careful review of the fine work performed by both the Assessor's Office and that of the Petitioner, it is the decision of the Hearing Officer that the 2021 Full Cash Value will be set at, \$1,850,000.

Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board accepted Hearing Officer Johnson's decision on an appeal to the BOE regarding the valuation of Assessor's parcel number 304-02-024E for the tax year 2021.

Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board adjourned as the Board of Equalization and reconvened as the Gila County Board of Supervisors to address the remaining agenda items.

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

A. Approval of the Board of Supervisors' October 6, 2020 meeting minutes.

B. Approval of the Human Resources Department monthly activity report for September 2020.

SEPTEMBER 1, 2020

DEPARTURES:

1. Harold Holmes - Public Works - Automotive Service Worker - 08/21/20 - Public Works Fund - DOH 10/09/17
2. Candice Carbajal - Sheriff's Office - 911 Dispatcher - 08/31/20 - General Fund - DOH 03/26/18

NEW HIRES:

3. Madeline Belling - Sheriff's Office - 911 Dispatcher - 09/14/20 - General Fund - Replacing Stephanie Guerrero

END PROBATIONARY PERIOD:

4. Jacob Cummings - Sheriff's Office - Detention Officer - 09/02/20 - General Fund
5. Noah Tassell - Sheriff's Office - Detention Officer - 09/02/20 - General Fund
6. Isom White - Recorder's Office - Recorder's Clerk Senior - 08/25/20 - General Fund
7. Mark Joerns - Superior Court - Bailiff - 08/12/20 - General Fund

OTHER ACTIONS:

8. Jeff Nafziger - Health and Emergency Services - Environmental Health Specialist - 06/29/20 - From Public Health COVID-19 (.38)/Prop 201 Smoke-Free Arizona Act (.62) Funds - To Health Service (.38)/Prop 201 Smoke-Free Arizona Act (.62)

REQUEST TO POST:

9. Globe Justice Court - Justice Court Clerk - Vacated by Griselda Ruiz

SEPTEMBER 8, 2020

DEPARTURES:

1. Leia Foehr - Sheriff's Office - Nurse - 09/12/20 - General Fund - DOH
06/10/19

END PROBATIONARY PERIOD:

2. Rubin Mays - Sheriff's Office - Detention Officer - 09/16/20 - General Fund
3. Bret McDaniel - Sheriff's Office - Detention Officer Sgt. - 09/16/20 - General Fund

REQUEST TO POST:

4. Health and Emergency Services - Health Prevention Coordinator - Grant funded position
5. Health and Emergency Services - Client Outreach Specialist - Grant funded position

SEPTEMBER 15, 2020

DEPARTURES:

1. Ernest Davis - Public Works - Recycling and Landfill Equipment Operator Senior - 09/03/20 - Recycling and Landfill Management Fund - DOH
09/20/93

NEW HIRES:

2. Daren Frank - Facilities and Land Management -Director Facility Management - 09/14/20 - Facilities Management Fund - Replacing Robert Hickman

OTHER ACTIONS:

3. Chris Romiti - Facilities and Land Management - From Interim Director Facilities Management - To Facility Manager - 09/14/20 - Facilities Management Fund - End of temporary assignment

REQUEST TO POST:

4. Public Works - Recycling and Landfill Equipment Operator Senior - Vacated by Ernest Davis
5. Community Development - Plans Examiner - Vacated by Mark Kaufman

SEPTEMBER 22, 2020

DEPARTURES:

1. Misty Allinson - County Attorney's Office - Child Support Case Manager - 09/15/20 - IV-D Child Support Fund - DOH 08/20/07

2. Steven Saiz - Public Works - Road Maintenance Worker - 09/17/20 - Public Works Fund - DOH 02/03/20

TEMPORARY HIRES TO COUNTY SERVICES:

3. Tyler Shreeve - Payson Justice Court - Temporary Clerk - 09/14/20 - General Fund

END PROBATIONARY PERIOD:

4. Ethan Morgan - Probation - Deputy Probation Officer I - 09/30/20 - Adult Intensive Probation Supervision Fund

5. Carey Garcia - County Attorney's Office - Legal Secretary - 09/02/20 - General Fund

OTHER ACTIONS:

6. Teresa Chernov - Community Services - Community Services Worker - 09/14/20 - GEST Fund - Reduction in hours from 40 to 32 hours per week

7. Marian Avalos - Community Services - Community Services Worker - 09/14/20 - GEST Fund - Reduction in hours from 40 to 32 hours per week

8. Malissa Buzan - Community Services - Director Community Services - 09/14/20 - Various Funds - Fund code change

9. Anna Marie Levario - Community Services - Administrative Clerk Senior - 09/14/20 - Various Funds - Fund code change

10. Lisa Wilckens - Community Services - Fiscal Services Manager - 09/14/20 - Various Funds - Change in fund codes

REQUEST TO POST:

11. Public Works - Automotive Service Worker - Vacated by Harold Holmes

12. Payson Constable's Office - Deputy Constable (.48) - Vacated by Terry Phillips

13. Public Works - Road Maintenance Worker - Vacated by Steven Saiz

SEPTEMBER 29, 2020

DEPARTURES:

1. Patti Dremmler - Superior Court - CASA Coordinator - 12/31/20 - CASA Fund - DOH 07/08/15

2. Steven Seaman - Public Works - Public Works Roads Supervisor - 11/01/20 - Public Works Fund - DOH 09/12/11

3. Mark Kaufman - Community Development - Building Safety Specialist - 10/30/20 - General Fund - DOH 07/07/03

4. Stephanie Casillas - Sheriff's Office - 911 Dispatcher - 10/02/20 - General Fund - DOH 12/20/04

NEW HIRES:

5. Erica Dzera - Public Works - Scalehouse Attendant - 10/12/20 - Recycling and Landfill Management Fund - Replacing Jessica Fox
6. Joseph Pacheco - Computer Services - IT Support Specialist - 10/05/20 - General Fund

END PROBATIONARY PERIOD:

7. Tiffany Goff - Health and Emergency Services - Administrative Clerk Senior - 08/18/20 - Health Service Fund
8. Ashlyn Earven - Health and Emergency Services - Community Health Specialist - 09/30/20 - Tobacco-Free Environment Fund
9. Stella Gore - Health and Emergency Services - PHEP Coordinator - 10/06/20 - PHEP Fund
10. Savannah Barajas - Health and Emergency Services - Communicable Disease Specialist - 10/06/20 - PHEP Fund
11. Shaunae Casillas - Health and Emergency Services - Communicable Disease Specialist - 10/06/20 - Prescription Drug Overdose Prevention Fund

DEPARTMENTAL TRANSFERS:

12. Eric Estrada - From Library District - To Computer Services - IT Systems Administrator - 07/06/20 - From Library Assistance Fund - To General Fund - Change in fund code

REQUEST TO POST:

13. Superior Court - CASA Coordinator - Vacated by Patti Dremmler

C. Approval of finance reports/demands/transfers for the reporting period of September 1, 2020 through September 30, 2020.

Approve demands and budget amendments for operating transfers. Warrant numbers 304989 through 305056, 305058 through 305200, 305202 through 305209, 305211 through 305250, 305252 through 305260, 305262 through 305493, and 305495 through 305540 totaling \$4,835,435.01 for the period 09-01-20 through 09-30-20.

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.)**

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

Upon motion by Supervisor Humphrey, seconded by Chairman Cline, the Board approved Consent Agenda items 4A-4D.

Item 4 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

Mr. Menlove addressed the Board regarding agenda item 3F. Please refer to “**Note for the record**” under item 3F for a detailed summary of the conversation that took place under this item and when Chairman Cline asked the Board members to re-visit item 3F. There weren’t any other comments from the public.

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

Supervisors Humphrey 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 11:28 a.m.

APPROVED:

Woody Cline, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-6299

Consent Agenda Item 4. C.

Regular BOS Meeting

Meeting Date: 11/03/2020

Reporting Period: September 2020

Submitted For: Anita Escobedo, Clerk of the Superior Court

Submitted By: Esther Canez, Chief Deputy Clerk of the Superior Court

Information

Subject

Clerk of the Superior Court's Office Monthly Report for September 2020

Suggested Motion

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

Attachments

Clerks Report September 2020

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA**

- - - - -

**CLERK'S REPORT
FOR
SEPTEMBER 2020**

TO THE HONORABLE BOARD OF SUPERVISORS:

I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.


A handwritten signature in cursive script, appearing to read "Anita Escobedo", written over a horizontal line.

**ANITA ESCOBEDO
Clerk of the Superior Court
of Gila County, Arizona**

STATE OF ARIZONA)
) ss:
County of Gila)

ANITA ESCOBEDO, being first duly sworn according to law, deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of September 2020.


ANITA ESCOBEDO
Clerk of the Superior Court
of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 1st day of October 2020.


ESTHER CANEZ
Chief Deputy

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 10/1/2020 8:47:23 AM

Criteria : From Date : 9/1/2020 To Date :9/30/2020

| Agency Code | Agency Name | GL Account Num | GL Account Name | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|---|--------------------------------|----------------|---|-------------------|-------------------|--------------------|------------------------|-------------------|-----------------|
| Agency Name : | | | | | | | | | |
| | | 5555 | HOLD ACCOUNT | \$3734.37 | | (\$2858.73) | | \$875.64 | \$0.00 |
| | | ZOVER | OVERPAYMENT FUND | \$212.00 | | | | \$212.00 | \$0.00 |
| | | | SubTotal: | \$3946.37 | | (\$2858.73) | | \$1087.64 | \$0.00 |
| Agency Name : BOND POSTED - THIS COURT | | | | | | | | | |
| ZBND | BOND POSTED - THIS COURT | ZBND | BOND POSTED - THIS COURT | \$45859.82 | | | (\$9500.00) | \$36359.82 | \$0.00 |
| | | | SubTotal: | \$45859.82 | | | (\$9500.00) | \$36359.82 | \$0.00 |
| Agency Name : D.A.R.E. PROGRAM | | | | | | | | | |
| ZDARE | D.A.R.E. PROGRAM | ZDARE | D.A.R.E. PROGRAM | \$15.35 | | | | \$15.35 | \$0.00 |
| | | | SubTotal: | \$15.35 | | | | \$15.35 | \$0.00 |
| Agency Name : ELECTED OFFICIALS RETIRE. FUND | | | | | | | | | |
| ZEORF | ELECTED OFFICIALS RETIRE. FUND | ZEORF | ELECTED OFFICIALS RETIRE. FUND | \$3002.00 | | \$4.32 | | \$3006.32 | \$150.32 |
| | | ZEORP | ELECTED OFFICIALS RETIREMENT PLAN (EMPLOYERS CONTRIBUTIONS) | \$1244.20 | | \$1.84 | | \$1246.04 | \$62.30 |
| | | | SubTotal: | \$4246.20 | | \$6.16 | | \$4252.36 | \$212.62 |
| Agency Name : GILA COUNTY TREASURER | | | | | | | | | |
| ZCNTY | GILA COUNTY TREASURER | ZOS2 | 2011 ADDTNL ASSMNT-CNTY TRSR | \$4.48 | | \$0.39 | | \$4.87 | \$0.24 |
| | | ZOS1 | 2011 ADDTNL ASSMNT-STATE TRSR | \$35.95 | | \$3.15 | | \$39.10 | \$1.96 |
| | | ZVAPB | 30% INTERSTATE COMPACT | \$39.00 | | | | \$39.00 | \$1.95 |
| | | ZIAAF | ADMINISTRATIVE INDIGENT ASSESSMENT | \$259.16 | | \$0.48 | | \$259.64 | \$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 | ZADPS | ADPS FORENSICS FUND (12-116.01K) | \$4.01 | | | | \$4.01 | \$0.20 |
| | | ZADR | ALTER. DISPUTE RESOLUTION FUND | \$69.68 | | \$0.10 | | \$69.78 | \$3.49 |
| | | ZATT | ATTORNEY FEE REIMBURSEMENT | \$1245.00 | | \$170.00 | | \$1415.00 | \$0.00 |
| | | ZALTF | AZ LENGTHY TRIAL FUND | \$780.00 | | | | \$780.00 | \$39.00 |
| | | ZFEE | BASE FEES (GENERAL FUND) | \$6297.67 | | \$9.05 | | \$6306.72 | \$315.34 |
| | | ZFINE | BASE FINES | \$2867.54 | | | | \$2867.54 | \$143.38 |
| | | ZFORF | BOND FORFEITURES | | | | \$9500.00 | \$9500.00 | \$475.00 |
| | | ZCIEF | CHILDREN ISSUES EDUC FUND | \$30.00 | | | | \$30.00 | \$1.50 |
| | | ZCEF | CLEAN ELECTIONS FUND | \$760.12 | | | | \$760.12 | \$0.00 |
| | | ZCIF | CONFIDENTIAL INTERMEDIARY FUND | \$50.90 | | \$0.07 | | \$50.97 | \$2.55 |
| | | ZCLLF | COUNTY LAW LIBRARY FUND | \$3001.96 | | \$4.32 | | \$3006.28 | \$150.31 |
| | | ZCJEF | CRIMINAL JUSTICE ENHANCE FUND | \$660.83 | | \$22.15 | | \$682.98 | \$34.15 |
| | | ZDNAS | DNA STATE SURCHARGE | \$77.87 | | | | \$77.87 | \$3.89 |
| | | ZDS | DOCUMENT STOR. & RETRIEVAL FND | \$1453.58 | | | | \$1453.58 | \$72.68 |
| | | ZDVCA | DOM. VIOL.-CHLD ABUSE PREV FND | \$379.12 | | \$0.53 | | \$379.65 | \$18.98 |
| | | ZDREF | DOMESTIC RELATIONS EDUCATION | \$150.00 | | | | \$150.00 | \$7.50 |
| | | ZDVSF2 | DOMESTIC VIOLENCE SERVICE FUND | \$1702.27 | | \$2.50 | | \$1704.77 | \$85.24 |
| | | ZDVSF | DOMESTIC VIOLENCE SHELTER FUND | \$40.27 | | | | \$40.27 | \$2.01 |
| | | ZDECJ | DRUG & GANG ENFORCEMENT FINES | \$19.44 | | \$47.12 | | \$66.56 | \$3.33 |

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 | ZDGEF | DRUG & GANG ENFORCEMENT FUND | \$5.95 | | | | \$5.95 | \$0.30 |
| | | ZFAR4 | ENHANCED FARE DELINQUENCY | \$95.02 | | | | \$95.02 | \$0.00 |
| | | ZFAR3 | ENHANCED FARE SPECIAL COLLECTIONS | \$44.40 | | | | \$44.40 | \$0.00 |
| | | ZCSVF | EXPEDITED CHILD SUPPORT AND | \$552.00 | | | | \$552.00 | \$27.60 |
| | | ZWITN | EXPERT WITNESS FUND | \$1020.00 | | | | \$1020.00 | \$0.00 |
| | | ZFAR2 | FARE DELINQUENCY FEE | \$120.25 | | | | \$120.25 | \$0.00 |
| | | ZFAR1 | FARE SPEC COLLECTIONS | \$258.04 | | | | \$258.04 | \$0.00 |
| | | ZFTGS | FILL-THE-GAP SURCHARGE (7%) | \$96.31 | | | | \$96.31 | \$4.82 |
| | | ZCC | GEN JURIS CONCILIATION COURT | \$112.12 | | | | \$112.12 | \$5.61 |
| | | ZGCAT | GILA COUNTY ATTORNEY - 60% | \$3496.84 | | \$521.71 | | \$4018.55 | \$0.00 |
| | | ZGCLK | GILA COUNTY CLERK OF THE COURT - 10% | \$582.78 | | \$86.95 | | \$669.73 | \$0.00 |
| | | ZGCSC | GILA COUNTY SUPERIOR COURT - 30% | \$1748.47 | | \$260.86 | | \$2009.33 | \$0.00 |
| | | ZJCLF | JUDIC. COLLECT. ENHANCE. FUND - LOCAL | \$1474.44 | | \$2.12 | | \$1476.56 | \$73.83 |
| | | ZJCSF | JUDIC. COLLECT. ENHANCE. FUND - STATE | \$3744.70 | | \$5.40 | | \$3750.10 | \$187.51 |
| | | ZJCL | JUDICIAL COLLECT ENHANCE FUND - LOCAL | \$116.23 | | \$21.00 | | \$137.23 | \$0.00 |
| | | ZJCS | JUDICIAL COLLECT ENHANCE FUND - STATE | \$215.85 | | \$39.00 | | \$254.85 | \$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 | ZJDU | JUVENILE DIVERSN FUND UNDER \$40 | \$270.00 | | \$50.00 | | \$320.00 | \$16.00 |
| | | ZJS | JUVENILE PROBATION SERV FEES | \$55.16 | | | | \$55.16 | \$2.76 |
| | | ZMSEF | MEDICAL SERVICES ENHANCE FUND | \$183.06 | | \$6.13 | | \$189.19 | \$9.46 |
| | | ZOS4 | OFFCR SAFETY EQUIP-SHERIFF | \$17.98 | | \$1.58 | | \$19.56 | \$0.98 |
| | | ZPCOF | PRISON CONSTRUCTION AND | \$1315.00 | | | | \$1315.00 | \$65.75 |
| | | ZPBA | PROBATION FEE ADULT | \$9942.04 | | \$138.08 | | \$10080.12 | \$504.01 |
| | | ZPSEF | PUBLIC SAFETY EQUIPMENT FUND | \$750.00 | | | | \$750.00 | \$0.00 |
| | | ZRCF | RESOURCE CENTER FUND | \$248.82 | | \$0.36 | | \$249.18 | \$12.46 |
| | | ZSOMF | SEX OFFENDER MONITORING FND | \$188.00 | | | | \$188.00 | \$9.40 |
| | | ZSMEN | SPOUSAL MAINTENANCE FUND | \$109.26 | | | | \$109.26 | \$5.46 |
| | | ZTECH | TECHNICAL REGISTRATION FUND | \$1.28 | | | | \$1.28 | \$0.06 |
| | | ZVCAF | VICTIM COMPENSATION AND ASSISTANCE FUND | \$9.98 | | | | \$9.98 | \$0.50 |
| | | ZVAF | VICTIMS ASSISTANCE FUND | \$91.00 | | | | \$91.00 | \$4.55 |
| | | ZVREA | VICTIMS RIGHTS ENFORCEMENT FUND | \$4.84 | | | | \$4.84 | \$0.24 |
| | | ZVRF | VICTIM'S RIGHTS FUND | \$16.56 | | | | \$16.56 | \$0.83 |
| | | ZVRIF | VICTIMS RIGHTS IMPLEMENTATION | \$100.00 | | \$100.00 | | \$200.00 | \$10.00 |
| | | ZPRS9 | ZPRS9 | \$89.81 | | \$7.88 | | \$97.69 | \$4.88 |
| | | | SubTotal: | \$47005.04 | | \$1500.93 | \$9500.00 | \$58005.97 | \$2309.71 |

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 |
|--|-----------------------|----------------|-----------------------|--------------------|-------------------|------------------|------------------------|--------------------|------------------|
| Agency Name : MISCELLANEOUS - TRUST | | | | | | | | | |
| ZMIST | MISCELLANEOUS - TRUST | ZMIST | MISCELLANEOUS - TRUST | \$44.00 | | | | \$44.00 | \$0.00 |
| | | | SubTotal: | \$44.00 | | | | \$44.00 | \$0.00 |
| Agency Name : RESTITUTION | | | | | | | | | |
| ZREST | RESTITUTION | ZREST | RESTITUTION | \$11252.73 | | \$1351.64 | | \$12604.37 | \$0.00 |
| | | | SubTotal: | \$11252.73 | | \$1351.64 | | \$12604.37 | \$0.00 |
| | | | Grand Total: | \$112369.51 | | \$0.00 | \$0.00 | \$112369.51 | \$2522.33 |
| Less Shaded Areas: | | | | | | | | | |
| Bonds: | | | | | | | | -\$36359.82 | |
| Restitution: | | | | | | | | -\$12604.37 | |
| Overpayment Fund: | | | | | | | | -\$ 212.00 | |
| Miscellaneous Trust: | | | | | | | | -\$ 44.00 | |
| D.A.R.E. Program: | | | | | | | | -\$ 15.35 | |
| Hold: | | | | | | | | \$ 875.64 | |
| | | | | | | | | <u>\$62258.33</u> | |

ARF-6309

Consent Agenda Item 4. D.

Regular BOS Meeting

Meeting Date: 11/03/2020

Reporting Period: Globe Regional Constable's Office Monthly Report for September 2020

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Michael Sellars, Constable Clerk

Information

Subject

Globe Regional Constable's Office Monthly Report for September 2020

Suggested Motion

Acknowledgment of the September 2020 monthly activity report submitted by the Globe Regional Constable's Office

Attachments

September 2020

RUBEN A MANCHA
GLOBE REGIONAL
CONSTABLE



1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

SEPTEMBER 2020
MONTHLY REPORT
TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Dan Rodriguez
Deputy Constable



Michael Sellars
Constable Clerk

Office of
Globe Regional Constable
Ruben Mancha

September, 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 **September 2020**, the Globe Regional Constable's Office:

Received a total of 77 papers for service with **116** attempts.

Drove a total of **889** miles.

Mailed a total of 5 warrant letters.

Bailiff for Justice Court **4**.

Arrest-transport to GCSO Jail **1**.

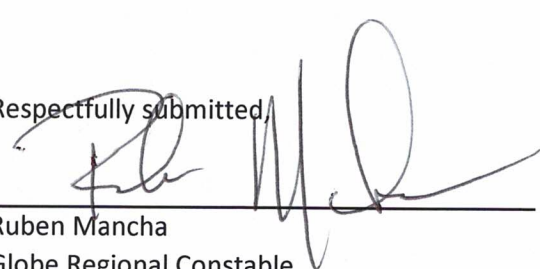
Collected a total of **\$946.00** as follows:

Total Deposited: \$946.00

Less Refunds 0

Paid to General Fund: \$946.00

Respectfully submitted,



Ruben Mancha
Globe Regional Constable
Gila County, Globe, Arizona

GLOBE REGIONAL CONSTABLE OFFICE
FEES COLLECTED
SEPTEMBER 2020

| DATE | RECEIVED FROM | PROCESS NUMBER | AMOUNT | CHECK / MO / CASH / NCOURT | RECEIPT NUMBER | REFUNDS |
|------------|-------------------------|-------------------|----------|----------------------------------|-------------------|---------|
| 9/1/2020 | Candice DeSpain | 2009CO001 | \$40.00 | Cash | 6113 | |
| 9/2/2020 | GPS Servers | 2009CO002 | \$64.00 | Check | 6114 | |
| 9/3/2020 | Dream Pole Construction | 2009CO005 | \$40.00 | Cash | 6115 | |
| 9/4/2020 | Service First Realty | 2009CO014 | \$40.00 | Check | 6116 | |
| 9/9/2020 | Alhambra MHP | 2009CO016 | \$82.00 | Ncourt | 6117 | |
| 9/14/2020 | GPS Servers | 2009CO027 | \$64.00 | Check | 6118 | |
| 9/14/2020 | Candice DeSpain | 2009CO026 | \$40.00 | Ncourt | 6119 | |
| 9/14/2020 | Paul Reynolds | 2009CO006 | \$40.00 | MO | 6120 | |
| 9/18/2020 | Carlee Dalmau | 2009CO037 | \$48.00 | Cash | 6121 | \$0.00 |
| 9/25/2020 | GPS Servers | 2009CO057 | \$64.00 | Check | 6122 | |
| 9/25/2020 | GPS Servers | 2009CO058 | \$64.00 | Check | 6123 | |
| 9/25/2020 | GPS Servers | 2009CO059 | \$64.00 | Check | 6124 | |
| 9/28/2020 | Herbert Youngquist | 2009CO065 | \$40.00 | Cash | 6125 | |
| 9/30/2020 | Provest LLC | 2009CO075 | \$64.00 | Check | 6127 | |
| 9/30/2020 | Provest LLC | 2009CO076 | \$64.00 | Check | 6128 | |
| 9/30/2020 | Provest LLC | 2009CO077 | \$128.00 | Check | 6129 | |
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| Collected: | | | \$946.00 | | | |
| Refunds: | | | \$0.00 | | | |
| Balance: | | | \$946.00 | | | |

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

Constable Clerk: Michael Sellars



County: Gila

Precinct: Globe



Total Cases Served/Attempted:

116

Mileage Total: **889**

| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|-------------------------------|-----------------|-------------------------------|-----------------------|-------------------|---|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| 8/28/20 | Summons | J0403CM2020-453 | Globe Regional Justice Court | State of Arizona | Philip Herrera | Philip Herrera/579 W. Hackney Hill Rd Globe, Az 85501 | None | 9/1/20 | Attempted | | | | 25 Rodriguez |
| 8/31/20 | Summons & Complaint | J0403CV2020-188 | Globe Regional Justice Court | LVNV Funding LLC | Jason Serb | Jason Serb/4417 Golden Way Miami, Az 85539 | None | 9/1/20 | Attempted | | | | Rodriguez |
| 8/31/20 | Summons & Complaint | J0403CV2020-188 | Globe Regional Justice Court | LVNV Funding LLC | Jason Serb | Jason Serb/4417 Golden Way Miami, Az 85539 | None | 9/1/20 | Attempted | | | | Rodriguez |
| 8/31/20 | Summons & Complaint | J0403CV2020-188 | Globe Regional Justice Court | LVNV Funding LLC | Jason Serb | Jason Serb/4417 Golden Way Miami, Az 85539 | None | 9/1/20 | Attempted | | | | Rodriguez |
| 8/28/20 | Subpoena | 2019TR5351 | Payson Regional Justice Court | State of Arizona | Nicolas Clark | Deputy Parker, GCSO/1100 South St Globe, Az 85501 | None | 9/1/20 | Attempted | | | | Rodriguez |
| 9/1/20 | Injunction against Harassment | J0403PO2020-69 | Globe Regional Justice Court | Protected Information | Shanissa Romero | Shanissa Romero/276 S. Prospect Pl #25 Miami, Az 85539 | Shanissa Romero/276 S. Prospect Pl #25 Miami, Az 85539 | 9/1/20 | Served | | | | Mancha |
| 8/31/20 | Injunction against Harassment | J0403PO2020-67 | Globe Regional Justice Court | Protected Information | Michael Eastridge | Michael Eastridge/358 N. Stagecoach Trl Roosevelt, Az 85545 | None | 9/1/20 | Attempted | | | | Rodriguez |
| 8/31/20 | Injunction against Harassment | J0403PO2020-66 | Globe Regional Justice Court | Protected Information | Michael Eastridge | Michael Eastridge/358 N. Stagecoach Trl Roosevelt, Az 85545 | None | 9/1/20 | Attempted | | | | Rodriguez |
| 8/31/20 | Injunction against Harassment | J0403PO2020-67 | Globe Regional Justice Court | Protected Information | Michael Eastridge | Michael Eastridge/358 N. Stagecoach Trl Roosevelt, Az 85545 | Michael Eastridge/358 N. Stagecoach Trl Roosevelt, Az 85545 | 9/1/20 | Served | | | | Rodriguez |
| 8/31/20 | Injunction against Harassment | J0403PO2020-66 | Globe Regional Justice Court | Protected Information | Michael Eastridge | Michael Eastridge/358 N. Stagecoach Trl Roosevelt, Az 85545 | Michael Eastridge/358 N. Stagecoach Trl Roosevelt, Az 85545 | 9/1/20 | Served | | | | Rodriguez |
| 8/31/20 | Summons and Complaint | J0403CV2020-185 | Globe Regional Justice Court | Portfolio Recovery | Velma Estrada | Velma Estrada/5710 S. Central Ave Globe, Az 85501 | None | 9/1/20 | Attempted | | | | Rodriguez |
| 8/31/20 | Summons and Complaint | J0403CV2020-185 | Globe Regional Justice Court | Portfolio Recovery | Velma Estrada | Velma Estrada/5710 S. Central Ave Globe, Az 85501 | None | 9/1/20 | Attempted | | | | Rodriguez |
| 8/31/20 | Summons and Complaint | J0403CV2020-185 | Globe Regional Justice Court | Portfolio Recovery | Velma Estrada | Velma Estrada/5710 S. Central Ave Globe, Az 85501 | None | 9/1/20 | Attempted | | | | Rodriguez |
| 8/31/20 | Summons | J0403CM2020-439 | Globe Regional Justice Court | State of Arizona | Betty Paschall | Betty Paschall/3539 E. Railroad Ave Claypool, Az 85532 | None | 9/1/20 | Attempted | | | | Rodriguez |
| 8/31/20 | Summons | J0403CM2020-439 | Globe Regional Justice Court | State of Arizona | Betty Paschall | Betty Paschall/3539 E. Railroad Ave Claypool, Az 85532 | None | 9/1/20 | Attempted | | | | Rodriguez |
| 9/2/20 | Hearing Order on IAH | J0403PO2020-69 | Globe Regional Justice Court | Protected Information | Shanissa Romero | Protected Information | Protected Information | 9/2/20 | Served | | | | 5 Rodriguez |

Constable Activity Log - Monthly



Constable: Ruben Mancha

Deputy: Dan Rodriguez
Constable Clerk: Michael Sellers

County: Gila
Precinct: Globe



Total Cases Served/Attempted:

116

Mileage Total: 889

| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|----------------------------|-----------------|------------------------------|-------------------------|-----------------------|---|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 8/28/20 | Summons | J0403CM2020-453 | Globe Regional Justice Court | State of Arizona | Philip Herrera | Philip Herrera/579 W. Hackney Hill Rd Globe, Az 85501 | None | 9/2/20 | Attempted | | | | Rodriguez |
| 8/31/20 | Summons & Complaint | J0403CV2020-188 | Globe Regional Justice Court | LVNV Funding LLC | Jason Serb | Jason Serb/4417 Golden Way Miami, Az 85539 | None | 9/3/20 | Attempted | | | 19 | Rodriguez |
| 9/3/20 | Order of Protection | J0403PO2020-71 | Globe Regional Justice Court | Protected Information | Joshua Kumparak | Joshua Kumparak/253 S. Broad St #1 Globe, Az 85501 | None | 9/3/20 | Attempted | | | | Rodriguez |
| 9/3/20 | Order of Protection | J0403PO2020-71 | Globe Regional Justice Court | Protected Information | Joshua Kumparak | Joshua Kumparak/253 S. Broad St #1 Globe, Az 85501 | None | 9/3/20 | Attempted | | | | Rodriguez |
| 9/3/20 | Order of Protection | J0403PO2020-71 | Globe Regional Justice Court | Protected Information | Joshua Kumparak | Joshua Kumparak/253 S. Broad St #1 Globe, Az 85501 | None | 9/3/20 | Attempted | | | | Rodriguez |
| 9/3/20 | Subpoena Duces Tecum | G20070771 | Globe Magistrate Court | State of Arizona | Paul Reynolds | Officer Overton-GPD/175 N. Pine St Globe, Az 85501 | B. McCreary-GPD/175 N. Pine St | 9/3/20 | Served | | | | Mancha |
| 9/3/20 | Summons | J0403CV2020-217 | Globe Regional Justice Court | Dream Pole Construction | RD Fields | RD Fields/5915 S. Old Oak St Claypool, Az 85532 | RD Fields/5915 S. Old Oak St Claypool, Az 85532 | 9/3/20 | Served | | | | Rodriguez |
| 8/17/20 | Child Custody Packet | DO2015-328 | Gila County Superior Court | Meghan Wallace | Nelson Ware | Meghan Ware/534 E. Prickly Pear Globe, Az 85501 | Meghan Ware/534 E. Prickly Pear Globe, Az 85501 | 9/4/20 | Served | | | | Rodriguez |
| 9/4/20 | Notice to Appear, Petition | JV2020-105 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/4/20 | Attempted | | | | Rodriguez |
| 9/4/20 | Notice to Appear, Petition | JV2020-105 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/4/20 | Attempted | | | | Rodriguez |
| 9/4/20 | Notice to Appear, Petition | JV2020-104 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Protected Information | 9/4/20 | Served | | | | Rodriguez |
| 9/4/20 | Notice to Appear, Petition | JV2020-104 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Protected Information | 9/4/20 | Served | | | | Rodriguez |
| 9/3/20 | Criminal Subpoena | J0403CM2020-379 | Globe Regional Justice Court | State of Arizona | Murray Rood | Deputy Avalos/1100 South St Globe, Az 85501 | J. Carbajal-GCSO/1177 E. Monroe St Globe, Az 85501 | 9/4/20 | Served | | | | Rodriguez |
| 9/3/20 | Order of Protection | J0403PO2020-71 | Globe Regional Justice Court | Protected Information | Joshua Kimparak | Joshua Kumparak/253 S. Broad St #1 Globe, Az 85501 | None | 9/8/20 | Attempted | | | 27 | Rodriguez |
| 9/4/20 | Notice to Appear, Petition | JV2020-105 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/8/20 | Attempted | | | | Rodriguez |
| 9/4/20 | Notice to Appear, Petition | JV2020-105 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/8/20 | Attempted | | | | Rodriguez |
| 9/4/20 | Notice | None | None | Service First Realty | Mae Linn Flink | Mae Linn Flink/5934 S. El Camino Miami, Az 85539 | Posted | 9/8/20 | Served | | | | Rodriguez |
| 9/4/20 | Notice to Appear, Petition | JV2020-103 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Protected Information | 9/8/20 | Served | | | | Rodriguez |
| 9/9/20 | Writ of Restitution | J0403CV2020-212 | Globe Regional Justice Court | Alhanbra MHP & Storage | Simone Sheppard | Simone Sheppard/1264 E. Montecito Dr #54, Globe, Az 85501 | Simone Sheppard/1264 E. Montecito Dr #54, Globe, Az 85501 | 9/9/20 | Served | | | 61 | Mancha |

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

Constable Clerk: Michael Sellars

County: Gila

Precinct: Globe



Total Cases Served/Attempted:

116

Mileage Total: 889

| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|----------------------------|-----------------|------------------------------|-----------------------|-----------------------|---|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 9/4/20 | Notice to Appear, Petition | JV2020-105 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/9/20 | Attempted | | | | Rodriguez |
| 9/4/20 | Notice to Appear, Petition | JV2020-105 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/9/20 | Attempted | | | | Rodriguez |
| 9/9/20 | Summons | J0403CM2020-475 | Globe Regional Justice Court | State of Arizona | Jordan Dainel Winters | 5260 E. Malachite Ln, Globe,AZ 85501 | None | 9/9/20 | Attempted | | | | Rodriguez |
| 9/9/20 | Summons | J0403CM2020-475 | Globe Regional Justice Court | State of Arizona | Jordan Dainel Winters | Jordan Winters/5260 E. Malachite Ln, Globe,AZ 85501 | Jordan Winters/5260 E. Malachite Ln, Globe,AZ 85501 | 9/10/20 | Served | | | 38 | Mancha |
| 9/9/20 | Summons | CR2020-312 | Gila County Superior Court | State of Arizona | Dillon Boehme | Cassandra Lymon/1202 E. Ocotillo Dr Globe, Az 85501 | None | 9/10/20 | Attempted | | | | Rodriguez |
| 9/11/20 | Summons | J0403CM2020-467 | Globe Regional Justice Court | State of Arizona | Zachary Vanetten | Zachary Vanetten/377 S. East St Globe, Az 85501 | Zachary Vanetten/377 S. East St Globe, Az 85501 | 9/11/20 | Served | | | | Rodriguez |
| 9/11/20 | Summons | J0403CM2020-465 | Globe Regional Justice Court | State of Arizona | Marqus Ortega | Marqus Ortega/360 S. Fourth St Globe, Az 85501 | None | 9/11/20 | Attempted | | | | Rodriguez |
| 9/4/20 | Notice to Appear, Petition | JV2020-105 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/11/20 | Attempted | | | | Rodriguez |
| 9/4/20 | Notice to Appear, Petition | JV2020-105 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/11/20 | Attempted | | | | Rodriguez |
| 9/11/20 | Subpoena | J0403PO2020-69 | Globe Regional Justice Court | Protected Information | Shanissa Romero | Protected Information | None | 9/11/20 | Attempted | | | | Rodriguez |
| 9/11/20 | Hearing Order on IAH | J0403PO2020-72 | Globe Regional Justice Court | Protected Information | Candice DeSpain | Protected Information | None | 9/11/20 | Attempted | | | | Rodriguez |
| 9/11/20 | Hearing Order on IAH | J0403PO2020-72 | Globe Regional Justice Court | Protected Information | Candice DeSpain | Protected Information | None | 9/11/20 | Attempted | | | | Rodriguez |
| 9/11/20 | Hearing Order on IAH | J0403PO2020-72 | Globe Regional Justice Court | Protected Information | Candice DeSpain | Protected Information | None | 9/12/20 | Attempted | | | | Rodriguez |
| 9/11/20 | Subpoena | J0403PO2020-69 | Globe Regional Justice Court | Protected Information | Shanissa Romero | Protected Information | None | 9/12/20 | Attempted | | | | Rodriguez |
| 9/11/20 | Summons | J0403CM2020-465 | Globe Regional Justice Court | State of Arizona | Marqus Ortega | Marqus Ortega/360 S. Fourth St Globe, Az 85501 | None | 9/13/20 | Attempted | | | 59 | Rodriguez |
| 9/11/20 | Summons | J0403CM2020-465 | Globe Regional Justice Court | State of Arizona | Marqus Ortega | Marqus Ortega/360 S. Fourth St Globe, Az 85501 | None | 9/13/20 | Attempted | | | | Rodriguez |
| 9/11/20 | Subpoena | J0403PO2020-69 | Globe Regional Justice Court | Protected Information | Shanissa Romero | Protected Information | None | 9/13/20 | Attempted | | | | Rodriguez |
| 9/11/20 | Subpoena | J0403PO2020-69 | Globe Regional Justice Court | Protected Information | Shanissa Romero | Protected Information | None | 9/13/20 | Attempted | | | | Rodriguez |
| 9/11/20 | Subpoena | J0403PO2020-69 | Globe Regional Justice Court | Protected Information | Shanissa Romero | Protected Information | Protected Information | 9/13/20 | Served | | | | Rodriguez |

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

Constable Clerk: Michael Sellars



County: Gila

Precinct: Globe

Total Cases Served/Attempted:

116

Mileage Total: **889**

| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|----------------------------|-----------------|------------------------------|-----------------------|-----------------------|---|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 9/11/20 | Hearing Order on IAH | J0403PO2020-72 | Globe Regional Justice Court | Protected Information | Candice DeSpain | Protected Information | Protected Information | 9/13/20 | Served | | | | Rodriguez |
| 9/11/20 | Notice to Appear; Petition | JV2020-109 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/13/20 | Attempted | | | | Rodriguez |
| 9/11/20 | Notice to Appear; Petition | JV2020-109 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Protected Information | 9/13/20 | Served | | | | Rodriguez |
| 9/11/20 | Notice to Appear; Petition | JV2020-109 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/13/20 | Attempted | | | | Rodriguez |
| 9/11/20 | Notice to Appear; Petition | JV2020-109 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Protected Information | 9/13/20 | Served | | | | Rodriguez |
| 9/11/20 | Notice to Appear; Petition | JV2020-108 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/13/20 | Attempted | | | | Rodriguez |
| 9/11/20 | Notice to Appear; Petition | JV2020-108 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/13/20 | Attempted | | | | Rodriguez |
| 9/11/20 | Notice to Appear; Petition | JV2020-108 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Protected Information | 9/13/20 | Served | | | | Rodriguez |
| 9/11/20 | Notice to Appear; Petition | JV2020-108 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Protected Information | 9/13/20 | Served | | | | Rodriguez |
| 9/14/20 | Writ of Garnishment | J0403CV2020-52 | Globe Regional Justice Court | LVNV Funding | Pamela Moore | GHS 1890 E. Ash St Globe, Az 85501 | GHS 1890 E. Ash St Globe, Az 85501 | 9/14/20 | Served | | | 47 | Mancha |
| 9/11/20 | Notice to Appear; Petition | JV2020-108 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/15/20 | Attempted | | | 45 | Rodriguez |
| 9/11/20 | Notice to Appear; Petition | JV2020-108 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/15/20 | Attempted | | | | Rodriguez |
| 9/17/20 | Criminal Subpoena | J0403CM2020-095 | Globe Regional Justice Court | State of Arizona | Dillon Boehme | Mae Linn Flink/5934 S. El Camino Miami, Az 85539 | None | 9/17/20 | Served | | | 15 | Rodriguez |
| 9/17/20 | Criminal Subpoena | J0403CM2020-095 | Globe Regional Justice Court | State of Arizona | Dillon Boehme | Mae Linn Flink/5934 S. El Camino Miami, Az 85539 | None | 9/18/20 | Served | | | 209 | Rodriguez |
| 9/17/20 | Criminal Subpoena | J0403CM2020-149 | Globe Regional Justice Court | State of Arizona | Brian Barraza | Deputy Valenzuela/1100 South St Globe, Az 85501 | J. Carbajal-GCSO/1177 E. Monroe St Globe, Az 85501 | 9/18/20 | Served | | | | Rodriguez |
| 9/17/20 | Criminal Subpoena | J0403CM2020-149 | Globe Regional Justice Court | State of Arizona | Brian Barraza | Deputy Heck/1100 South St Globe, Az 85501 | J. Carbajal-GCSO/1177 E. Monroe St Globe, Az 85501 | 9/18/20 | Served | | | | Rodriguez |
| 9/11/20 | Summons | J0403CM2020-465 | Globe Regional Justice Court | State of Arizona | Marqus Ortega | Marqus Ortega/360 S. Fourth St Globe, Az 85501 | None | 9/18/20 | Attempted | | | | Rodriguez |
| 9/17/20 | Criminal Subpoena | J0403TR2020-044 | Globe Regional Justice Court | State of Arizona | Jonah Davis | Trooper Fink/4339 E. US Hwy 60 Claypool, Az 85532 | D. Sneezy/4339 E. US Hwy 60 Claypool, Az 85532 | 9/18/20 | Served | | | | Rodriguez |
| 9/17/20 | Criminal Subpoena | J0403CM2020-095 | Globe Regional Justice Court | State of Arizona | Dillon Boehme | Deputy Brake/1100 South St Globe, Az 85501 | J. Carbajal-GCSO/1177 E. Monroe St Globe, Az 85501 | 9/18/20 | Served | | | | Rodriguez |

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

Constable Clerk: Michael Sellars

County: Gila

Precinct: Globe



Total Cases Served/Attempted:

116

Mileage Total: 889

| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|-------------------------------|-----------------|-------------------------------|-----------------------|-----------------------|--|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 9/17/20 | Notice | None | None | Thomas Salkowitz | Karisa Maybury | Karisa Maybury/6160 Calle De Loma Miami, Az 85539 | None | 9/18/20 | Attempted | | | | Rodriguez |
| 9/17/20 | Notice | None | None | Thomas Salkowitz | Karisa Maybury | Karisa Maybury/6160 Calle De Loma Miami, Az 85539 | None | 9/18/20 | Attempted | | | | Rodriguez |
| 9/11/20 | Notice to Appear; Petition | JV2020-108 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Protected Information | 9/18/20 | Served | | | | Rodriguez |
| 9/11/20 | Notice to Appear; Petition | JV2020-108 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Protected Information | 9/18/20 | Served | | | | Rodriguez |
| 9/17/20 | Notice | None | None | Thomas Salkowitz | Karisa Maybury | Karisa Maybury/6160 Calle De Loma Miami, Az 85539 | None | 9/19/20 | Attempted | | | | Rodriguez |
| 9/17/20 | Notice | None | None | Thomas Salkowitz | Karisa Maybury | Karisa Maybury/6160 Calle De Loma Miami, Az 85539 | None | 9/19/20 | Attempted | | | | Rodriguez |
| 9/18/20 | Order of Protection | J0404PO2020-162 | Payson Regional Justice Court | Protected Information | Bethany Edgar | Bethany Edgar/702 N. Manzanita Dr Payson, Az 85541 | Bethany Edgar/1100 South St Globe, Az 85501 | 9/19/20 | Served | | | | Rodriguez |
| 9/18/20 | Summons; Forcible Detainer | J0403CV2020-233 | Globe Regional Justice Court | Carlee Dalmau | Daniel Slothower | Daniel Slothower/959 S. Jess Hayes Rd Globe, Az 85501 | Daniel Slothower/959 S. Jess Hayes Rd Globe, Az 85501 | 9/19/20 | Served | | | | Rodriguez |
| 8/31/20 | Summons | J0403CM2020-439 | Globe Regional Justice Court | State of Arizona | Betty Paschall | Betty Paschall/3539 E. Railroad Ave Claypool, Az 85532 | None | 9/20/20 | Attempted | | | | Rodriguez |
| 9/21/20 | Notice to Appear, Petition | JV2020-114 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Protected Information | 9/21/20 | Served | | | 47 | Rodriguez |
| 9/21/20 | Notice to Appear, Petition | JV2020-114 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Protected Information | 9/21/20 | Served | | | | Rodriguez |
| 9/23/20 | Divorce Packet | DO202000229 | Gila County Superior Court | Kasey Bates | Aaron Bates | Aaron Bates/225 S. 4th St Globe, Az 85501 | None | 9/23/20 | Attempted | | | 55 | Rodriguez |
| 9/21/20 | Notice to Appear; Petition | JV2020-112 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Protected Information | 9/23/20 | Served | | | | Rodriguez |
| 9/24/20 | Injunction against Harassment | J0404PO2020-168 | Payson Regional Justice Court | Protected Information | Cory Roberts | Cory Roberts/110 W. Airport Rd #20 Payson Az 85541 | Cory Roberts/1100 South St Globe, Az 85501 | 9/24/20 | Served | | | 21 | Rodriguez |
| 9/23/20 | Summons | CR2020-354 | Gila County Superior Court | State of Arizona | Patrick Chester | Patrick Chester/9278 W. Fossil Creek Rd Strawberry, Az 85544 | Patrick Chester/1100 South St Globe, Az 85501 | 9/24/20 | Served | | | | Rodriguez |
| 9/22/20 | DCPI Order | JD2020-0054 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Horizon Human Services/415 W. Baseline Spur Globe, Az 85501 | 9/24/20 | Served | | | | Rodriguez |
| 9/22/20 | DCPI Order | JD2020-0054 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Diversified Solutions 1400 E. South St Globe, Az 85501 | 9/24/20 | Served | | | | Rodriguez |
| 9/23/20 | Divorce Packet | DO202000229 | Gila County Superior Court | Kasey Bates | Aaron Bates | Aaron Bates/225 S. 4th St Globe, Az 85501 | Aaron Bates/1400 E. Ash St Globe, Az 85501 | 9/24/20 | Served | | | | Mancha |
| 9/25/20 | Writ of Garnishment | J0403CV2019-692 | Globe Regional Justice Court | LVNV Funding LLC | Shaya Rodriguez | Globe Unified School District/501 E. Ash St Globe, Az 85501 | Angela Gonzales-GUSD 501 E. Ash St Globe, Az 85501 | 9/28/20 | Served | | | 73 | Mancha |

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez
Constable Clerk: Michael Sellars



County: Gila
Precinct: Globe



Total Cases Served/Attempted:

116

Mileage Total: **889**

| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|-------------------------------|-----------------|------------------------------|-----------------------|--------------------|---|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 9/25/20 | Writ of Garnishment | J0403CV2020-52 | Globe Regional Justice Court | LVNV Funding LLC | Pamela Moore | Globe HI; LLC/1890 E. Ash St Globe, Az 85501 | Tiari Gaul-GLOBE HI; LLC/1890 E. Ash St Globe, Az 85501 | 9/28/20 | Served | | | | Mancha |
| 9/25/20 | Notice of Zoning Violation | CG2003-015 | Community Development | Gila County | Myles Hodson | Myles Hodson/5564 S. Glendale Ave Globe, Az 85501 | Myles Hodson/5564 S. Glendale Ave Globe, Az 85501 | 9/28/20 | Served | | | | Mancha |
| 9/25/20 | Notice of Zoning Violation | CG2008-005 | Community Development | Gila County | Dawna Bullman | Dawna Bullman/5632 S. McKinney Ave Globe, Az 85501 | None | 9/28/20 | Attempted | | | | Mancha |
| 9/25/20 | Notice of Zoning Violation | CG2008-005 | Community Development | Gila County | Dawna Bullman | Dawna Bullman/5632 S. McKinney Ave Globe, Az 85501 | Dawna Bullman/5632 S. McKinney Ave Globe, Az 85501 | 9/28/20 | Served | | | | Mancha |
| 9/25/20 | Summons | J0403CM2020-515 | Globe Regional Justice Court | State of Arizona | William Steele | William Steele/142 W. Santee St Globe, Az 85501 | William Steele/142 W. Santee St Globe, Az 85501 | 9/28/20 | Served | | | | Mancha |
| 9/28/20 | Notice | J0403CM2020-521 | Globe Regional Justice Court | State of Arizona | Hailey Harder | Hailey Harder/555 E. Courtney Ln Globe, Az 85501 | None | 9/28/20 | Attempted | | | | Rodriguez |
| 9/28/20 | Notice | J0403CM2020-521 | Globe Regional Justice Court | State of Arizona | Hailey Harder | Hailey Harder/555 E. Courtney Ln Globe, Az 85501 | Hailey Harder/555 E. Courtney Ln Globe, Az 85501 | 9/28/20 | Served | | | | Rodriguez |
| 9/28/20 | Order of Protection | J0403PO2020-79 | Globe Regional Justice Court | Protected Information | Ashely Padilla | Ashley Padilla/767 W. Olive St Miami, Az 85539 | Ashley Padilla/1100 South St Globe, Az 85501 | 9/28/20 | Served | | | | Mancha |
| 9/28/20 | Injunction against Harassment | J0403PO2020-78 | Globe Regional Justice Court | Protected Information | Frank Garlinghouse | Frank Garlinghouse/5900 N. Main St #50 Globe, Az 85501 | Frank Garlinghouse/5900 N. Main St #50 Globe, Az 85501 | 9/28/20 | Served | | | | Mancha |
| 9/17/20 | Notice | None | None | Thomas Salkowitz | Karisa Maybury | Karisa Maybury/6160 Calle De Loma Miami, Az 85539 | Karisa Maybury/6160 Calle De Loma Miami, Az 85539 | 9/28/20 | Served | | | | Mancha |
| 9/25/20 | Summons | J0403CV2020-220 | Globe Regional Justice Court | LVNV Funding LLV | Debra Beraun | Debra Beraun/720 E. Sunset Dr Globe, Az 85501 | Debra Beraun/720 E. Sunset Dr Globe, Az 85501 | 9/28/20 | Served | | | | Mancha |
| 9/29/20 | Injunction against Harassment | J0403PO2020-77 | Globe Regional Justice Court | Protected Information | DeeDee Patterson | DeeDee Patterson/255 Palo Verde Ln Roosevelt, Az 85545 | DeeDee Patterson/255 Palo Verde Ln Roosevelt, Az 85545 | 9/29/20 | Served | | | 92 | Mancha |
| 9/29/20 | Order of Protection | J0403PO2020-80 | Globe Regional Justice Court | Protected Information | Ester Pageman | Ester Pageman/669 N. Broad St Globe, Az 85501 | Ester Pageman/1400 E. Ash St Globe, Az 85501 | 9/29/20 | Served | | | | Mancha |
| 9/29/20 | Order of Protection | J0403PO2020-81 | Globe Regional Justice Court | Protected Information | Damon Richardson | Damon Richardson/531 N. Hill St Globe, Az 85501 | Damon Richardson/1400 E. Ash St Globe, Az 85501 | 9/29/20 | Served | | | | Mancha |
| 9/29/20 | Summons | TR2020-136052 | North Mesa Justice Court | State of Arizona | Tandy Michael Hord | Tandy Michael Hord/335 S. First St Globe, Az 85501 | None | 9/29/20 | Attempted | | | | Mancha |
| 9/29/20 | Summons | TR2020-136052 | North Mesa Justice Court | State of Arizona | Tandy Michael Hord | Tandy Michael Hord/335 S. First St Globe, Az 85501 | None | 9/29/20 | Attempted | | | | Mancha |
| 9/22/20 | DCPI Order | JD2020-54 | Gila County Superior Court | State of Arizona | DCPI ORDER | Community Bridges/5734 E. Hope Ln Globe, Az 85501 | Chris Cunningham-Community Bridges/5734 E. Hope Ln Globe, Az 85501 | 9/30/20 | Served | | | 51 | Rodriguez |
| 9/30/20 | DCPI Order | JD2020-56 | Gila County Superior Court | State of Arizona | DCPI ORDER | Diversified Solutions/1400 E. South St Globe, Az 85501 | Melica McMillan-Diversified Solutions/1400 E. South St Globe, Az 85501 | 9/30/20 | Served | | | | Mancha |
| 9/30/20 | DCPI Order | JD2020-56 | Gila County Superior Court | State of Arizona | DCPI ORDER | Horizon Human Services/415 W. Baseline Sput Globe, Az 85501 | Sharon Stapleton-Horizon Human Services/415 W. Baseline Spur Globe, Az 85501 | 9/30/20 | Served | | | | Mancha |

The seal of the Arizona Constable Association is a gold-colored seven-pointed star. In the center is a circular emblem with a blue border. The words "ARIZONA" and "CONSTABLE ASSOCIATION" are written in white on the bottom and top halves of the blue border, respectively. The center of the emblem features a landscape with a red building, a green field, and a blue sky with white clouds.

Deputy: Dan Rodriguez
Constable Clerk: Michael Sellars

County: **Gila**
Precinct: **Globe**

116

| | |
|----------------|-----|
| Mileage Total: | 889 |
|----------------|-----|

[illegible]

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 10/5/20

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND GENERAL FUND FUND # _____

REMITTING AGENCY Globe Regional Constables Office

BILLING PERIOD September 2020 1 of 2

| Account Code | Direct Deposit / Check # | Revenue Description | Amount | |
|------------------|--------------------------|---------------------|--------|----|
| 1005.321.3405.80 | CASH | | 168 | 00 |
| | MO | | 40 | 00 |
| | 4879 | | | |
| | 1167 | | 122 | 00 |
| | 21832 | | 64 | 00 |
| | 22650 | | 64 | 00 |
| | 23044 | | 64 | 00 |
| | 22867 | | 64 | 00 |
| | 23050 | | 64 | 00 |
| | 7735 | | 40 | 00 |
| | 278261 | | 64 | 00 |
| | 278259 | | 128 | 00 |

Preparer Signature: Michael S. [Signature] Title CLERK

Approved Signature: Rh [Signature] Title CONSTABLE

SUMMARY OF DEPOSIT

| | |
|----------|--|
| Currency | |
| Coins | |
| Checks | |
| Total | |

TREASURER By _____ Date _____

ORIGINATING OFFICE

141357

BILLING PERIOD SEPTEMBER 2020 2020

Approved Signature: [Signature] Title CONS/MSA

$$\begin{array}{r} 7x \quad 20.00 = 140.00 \\ 1x \quad 10.00 = 10.00 \\ 2x \quad 5.00 = 10.00 \\ 8x \quad 1.00 = 8.00 \\ \hline 168.00 \end{array}$$

141358

ARF-6308

Consent Agenda Item 4. E.

Regular BOS Meeting

Meeting Date: 11/03/2020

Reporting Period: Payson Regional Constable's Office Monthly Report for September 2020

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Kimberly Rust, Constable Clerk

Information

Subject

Payson Regional Constable's Office Monthly Report for September 2020

Suggested Motion

Acknowledgment of the September 2020 monthly activity report submitted by the Payson Regional Constable's Office

Attachments

September 2020

Terry Phillips
Deputy Constable



Kimberly Rust
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

SEPTEMBER 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

October 7, 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 **September 2020**, the Payson Regional Constable's Office:

Received a total of 167 papers for service with 216 attempts.

Drove a total of 2790.0 miles.

Collected a total of **\$2297.36** as follows:

| | |
|------------------|------------|
| Total Deposited: | \$2,297.36 |
|------------------|------------|

| | |
|---------------|----------------|
| Less Refunds: | <u>\$32.00</u> |
|---------------|----------------|

| | |
|-----------------------|------------|
| Paid to General Fund: | \$2,265.36 |
|-----------------------|------------|

| | |
|---|----------|
| Aditonal Funds from an IGA from the Town of Payson: | \$875.00 |
|---|----------|

| | |
|-----------------------------------|--------------------------|
| Grand Total Paid to General Fund: | <u>\$3,140.36</u> |
|-----------------------------------|--------------------------|

Respectfully submitted,

Tony McDaniel
Payson Regional Constable
Gila County, Payson, Arizona

**PAYSON REGIONAL CONSTABLE OFFICE
FEES COLLECTED
SEPTEMBER 2020**

| DATE | RECEIVED FROM | PROCESS NUMBER | AMOUNT | CHECK / MO / CASH / NCOURT | RECEIPT NUMBER | REFUNDS |
|-----------|----------------------------|--|----------|----------------------------------|-------------------|---------|
| 8/31/2020 | Reginald Rawlins | 2008PR137 | \$56.00 | Cash | 979557 | \$0.00 |
| 9/1/2020 | Emery McKeen | 2009PR001 | \$40.00 | Cash | 979558 | \$0.00 |
| 9/1/2020 | Owens Law Firm | 2009PR002 | \$69.20 | Check | 979559 | \$0.00 |
| 9/2/2020 | Liddy Lugal Suport Service | 2009PR007 | \$64.00 | Check | 979560 | \$0.00 |
| 9/3/2020 | Mary Newman | 2009PR009 | \$64.00 | Check | 979561 | \$0.00 |
| 9/4/2020 | Joshua Goode | 2009PR011 | \$56.00 | Cash | 979562 | \$0.00 |
| 9/4/2020 | GPS Servers | 2009PR018 | \$64.00 | Check | 979563 | \$0.00 |
| 9/4/2020 | GPS Servers | 2009PR019 | \$64.00 | Check | 979564 | \$0.00 |
| 9/4/2020 | DL Investigations | 2009PR020 | \$40.00 | Check | 979565 | \$0.00 |
| 9/8/2020 | Protected Information | 2009PR023 | \$40.00 | Cash | 979566 | \$0.00 |
| 9/8/2020 | Melissa Howard | 2009PR024 | \$56.00 | Cash | 979567 | \$0.00 |
| 9/9/2020 | Protected Information | 2009PR026 2009PR027 | \$64.00 | Ncourt | 979568 | \$0.00 |
| 9/10/2020 | Borges Properties | 2009PR042 | \$48.00 | Check | 979569 | \$8.00 |
| 9/11/2020 | Jmaes McCarthy | 2009PR043 | \$40.00 | Cash | 979570 | \$0.00 |
| 9/11/2020 | Williams Parham Zinman | 2009PR049 | \$48.00 | Check | 979571 | \$8.00 |
| 9/14/2020 | Mary Ann Foster | 2009PR056 | \$56.00 | Ncourt | 979572 | \$0.00 |
| 9/14/2020 | Audrey Holand | 2009PR057 | \$48.00 | Check | 979573 | \$8.00 |
| 9/15/2020 | GPS Servers | 2009PR062 | \$64.00 | Check | 979574 | \$0.00 |
| 9/15/2020 | GPS Servers | 2009PR063 | \$64.00 | Check | 979575 | \$0.00 |
| 9/15/2020 | Collins & Collins | 2008PR034 2008PR035 2008PR036 2008PR039 2008PR113 2008PR115 | \$309.20 | Check | 979576 | \$0.00 |
| 9/15/2020 | Protected Information | 2009PR065 | \$165.12 | Ncourt | 979577 | \$0.00 |
| 9/16/2020 | Phil Hineman | 2009PR035 | \$77.20 | Ncourt | 979578 | \$0.00 |
| 9/16/2020 | Phil Hopkins | 2009PR067 | \$48.00 | Check | 979579 | \$8.00 |
| 9/17/2020 | Fast Track | 2009PR079 | \$40.00 | Check | 979580 | \$0.00 |
| 9/17/2020 | Camela Norton Webster | 2009PR080 | \$40.00 | Cash | 979581 | \$0.00 |
| 9/17/2020 | Phil Hineman | 2009PR069 | \$40.00 | Ncourt | 979582 | \$0.00 |
| 9/18/2020 | Protected Information | 2009PR082 | \$40.00 | Ncourt | 979583 | \$0.00 |
| 9/18/2020 | Thomas Burns | 2009PR085 | \$56.00 | Cash | 979584 | \$0.00 |
| 9/18/2020 | Ellsworth Family Law | 2009PR084 | \$56.00 | Ncourt | 979585 | \$0.00 |
| 9/22/2020 | Protected Information | 2009PR094 | \$40.00 | Ncourt | 979586 | \$0.00 |
| 9/23/2020 | Protected Information | 2009PR111 | \$72.00 | Cash | 979587 | \$0.00 |
| 9/23/2020 | Protected Information | 2009PR094 | \$32.00 | Check | 979588 | \$0.00 |
| 9/24/2020 | Protected Information | 2009PR116 | \$68.64 | Check | 979589 | \$0.00 |
| 9/24/2020 | Harper Law | 2009PR115 | \$40.00 | Ncourt | 979590 | \$0.00 |

| | | | | | | |
|------------|-------------|-----------|------------|-------|--------|--------|
| 9/25/2020 | GPS Servers | 2009PR118 | \$64.00 | Check | 979591 | \$0.00 |
| 9/25/2020 | GPS Servers | 2009PR119 | \$64.00 | Check | 979592 | \$0.00 |
| | | | | | | |
| | | | | | | |
| Collected: | | | \$2,297.36 | | | |
| Refunds: | | | \$32.00 | | | |
| Balance: | | | \$2,265.36 | | | |

Constable Activity Log - Monthly



Constable: Tony McDaniel
County: Gila
Precinct: Payson

Deputy: Terry Phillips
Constable Clerk: Kimberly Rust

| |
|--|
| |
| |
| |
| |

| Total Cases Served/Attempted: 216 | | | | | | | | | | Mileage Total: 2790.0 | | Daily Mileage | Notes & Served By |
|--|-------------------------|--------------------|---|-----------------------|--------------------------------|---|---|-------------|-----------|------------------------------|-------------|---------------|-------------------|
| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | | |
| 8/28/20 | Child Custody Packet | DO202000196 | Gila County Superior Court | Reginal Rawlins II | Julia Lynch | Julia Lynch / 316 E Pennacle Cir Payson AZ 85541 | Julia Lynch / 316 E Pennacle Cir Payson AZ 85541 | 9/1/20 | Served | | | 111.5 | McDaniel |
| 9/1/20 | Summons Eviction Action | 2020CV228FD | Payson Regional Justice Court | Emery McKeen | Alex Mouraux & Andrea Lavender | Alex Mouraux & Andrea Lavender / 602 S Colcro Rd #3 Payson AZ 85541 | Andrea Lavender / 602 S Colcro Rd #3 Payson AZ 85541 | 9/1/20 | Served | | | | McDaniel |
| 9/1/20 | Criminal Subpoena | CR2019-00126 | Gila County Superior Court | State of Arizona | Jay Landry | Sgt Garrett / 108 W Main St Payson AZ 85541 | GCSO Mailbox & Email / 108 W Main St Payson AZ 85541 | 9/1/20 | Served | | | | McDaniel |
| 9/1/20 | Summons Eviction Action | 2020CV227 | Payson Regional Justice Court | SR87 LLC | Randy Everetts & J. Doe 1 - 10 | Randy Everetts & J. Doe 1 - 10 / 3632 N AZ HWY 87; unit 4 Pine AZ 85544 | Posted & Certified Mailed / 3632 N AZ HWY 87 #4 Pine AZ 85544 | 9/1/20 | Served | | | | McDaniel |
| 9/1/20 | Order of Protection | J0404PO20200001 43 | Payson Regional Justice Court | Protected Information | Gina Brown | Gina Brown / 105 E McKamey; unit B Payson AZ 85541 | None | 9/1/20 | Attempted | | | | McDaniel |
| 9/1/20 | Order of Protection | J0404PO20200001 44 | Payson Regional Justice Court | Protected Information | Mark Guthrie | Mark Guthrie / 105 E McKamey; unit B Payson AZ 85541 | Mark Guthrie / 105 E McKamey; unit B Payson AZ 85541 | 9/1/20 | Served | | | | McDaniel |
| 9/1/20 | Order of Protection | J0404PO20200001 43 | Payson Regional Justice Court | Protected Information | Gina Brown | Gina Brown / 254 E HWY 260 Payson AZ 85541 | Gina Brown / 254 E HWY 260 Payson AZ 85541 | 9/1/20 | Served | | | | McDaniel |
| 8/25/20 | Petition to Enforce | 17-9139-442 | District court 442 Judicial Distrit Denton Countt Texas | Kristin East | John T Belcher | John Belcher / 507 S Fort McDonald Dr Payson AZ 85541 | John Belcher / 507 S Fort McDonald Dr Payson AZ 85541 | 9/2/20 | Served | | | 79.0 | McDaniel |
| 9/2/20 | Summons & Complaint | CC2020-119093RC | North Mesa Justice Court | Red Mountain Funding | Charles Skirpan | Charles Skirpan / 333 N McLane Rd #G Payson AZ 85541 | Charles Skirpan / 333 N McLane Rd #G Payson AZ 85541 | 9/2/20 | Served | | | | McDaniel |
| 9/2/20 | Subpoena | J0404CT202001571 | Payson Regional Justice Court | State of Arizona | Balin French | Trooper Hiegel / Email | Emailed Sgt Manajrres & Trooper | 9/3/20 | Served | | | 305.6 | McDaniel |
| 9/2/20 | Order of Protection | P0400PO20200005 4 | Gila County Superior Court | Protected Information | Michael Romo | Michael Romo / 912 W Saddle Ln Payson AZ 85541 | Michael Romo / 912 W Saddle Ln Payson AZ 85541 | 9/3/20 | Served | | | | McDaniel |
| 9/1/20 | Criminal Subpoena | CR2019-00126 | Gila County Superior Court | State of Arizona | Jay Landry | William Armstrong / Protected Information | William Armstrong / Protected Information | 9/3/20 | Served | | | | McDaniel |
| 9/1/20 | Child Support Packet | DO2018322 | Gila County Superior Court | State of Arizona | Randall Saunders | Randall Saunders / 190 E Chuck Wagon Trl Payson AZ 85541 | Randall Saunders / 190 E Chuck Wagon Trl Payson AZ 85541 | 9/3/20 | Served | | | | Phillips |
| 8/28/20 | Small Claims Complaint | CV2020-99 | Payson Regional Justice Court | Theresa Franklin | Victoria Bird | Victoria Bird / 312 N Beeline HWY Payson AZ 85541 | Victoria Bird / 312 N Beeline HWY Payson AZ 85541 | 9/3/20 | Served | | | | McDaniel |
| 9/3/20 | Summons & Complaint | CV2020000223 | Payson Regional Justice Court | Mary Newman | Diane Schultz & Wayne Slocum | Diane Schultz & Wayne Slocum / 1607 N Hoover Dr Payson AZ 85541 | None | 9/3/20 | Attempted | | | | Phillips |
| 9/3/20 | Hearing Notice | M0444CM2020012 201 | Payson Magistrate Court | State of Arizona | Colby Shelley | Colby Shelley / 812 W Frontier St Payson AZ 85541 | Colby Shelley / 812 W Frontier St Payson AZ 85541 | 9/3/20 | Attempted | | | | McDaniel |
| 9/3/20 | Hearing Notice | M0444CM2020012 201 | Payson Magistrate Court | State of Arizona | Colby Shelley | Colby Shelley / 16 Star Vale Dr #74 Star Valley AZ 85541 | None | 9/3/20 | Attempted | | | | McDaniel |
| 9/4/20 | Divorce Packet | DO202000210 | Gila County Superior Court | Thor Nudson | Angelica Nudson | Angelica Nudson / 311 S Bentley St Payson AZ 85541 | Angelica Nudson / 311 S Bentley St Payson AZ 85541 | 9/4/20 | Served | | | 200.9 | Phillips |
| 9/3/20 | Summons & Complaint | CV2020000223 | Payson Regional Justice Court | Mary Newman | Diane Schultz & Wayne Slocum | Diane Schultz & Wayne Slocum / 1607 N Hoover Dr Payson AZ 85541 | Diane Schultz & Wayne Slocum / 1607 N Hoover Dr Payson AZ 85541 | 9/4/20 | Served | | | | Phillips |
| 9/3/20 | Hearing Notice | M0444CM2020012 201 | Payson Magistrate Court | State of Arizona | Colby Shelley | Colby Shelley / 16 Star Vale Dr #74 Star Valley AZ 85541 | Colby Shelley / 16 Star Vale Dr #74 Star Valley AZ 85541 | 9/4/20 | Served | | | | McDaniel |

Constable Activity Log - Monthly



Constable: Tony McDaniel
 County: Gila
 Precinct: Payson

Deputy: Terry Phillips
 Constable Clerk: Kimberly Rust



| Total Cases Served/Attempted: | | | 216 | | Mileage Total: 2790.0 | | | | | | | | | |
|-------------------------------|-------------------------------|--------------------|-------------------------------|-----------------------|---------------------------|--|--|-------------|-----------|---------------|-------------|---------------|-------------------|--|
| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | Daily Mileage | Notes & Served By | |
| 9/4/20 | Summons & Complaint | 2020CV215UN | Payson Regional Justice Court | LVNV Funding LLC | Lonnie Pendleton & J. Doe | Lonnie Pendleton & J. Doe / 1808 N McLane Rd Payson AZ 85541 | Lonnie Pendleton / 1808 N McLane Rd Payson AZ 85541 | 9/4/20 | Served | | | | Phillips | |
| 9/4/20 | Summons & Complaint | 2020CV216UN | Payson Regional Justice Court | LVNV Funding LLC | Anthony Chavez & J. Doe | Anthony Chavez & J.Doe / 1008 W Rim View Rd Payson AZ 85541 | Moved out of Jurisdiction | 9/4/20 | Attempted | | | | Phillips | |
| 9/4/20 | DCPI Order | JD2020-00051 | Gila County Superior Court | Protected Information | None | North Country Health Care / 126 E Main St Payson AZ 85541 | None | 9/4/20 | Attempted | | | | Phillips | |
| 9/4/20 | DCPI Order | JD2020-00051 | Gila County Superior Court | Protected Information | None | North Country Health Care / 126 E Main St Payson AZ 85541 | Liliana Dorame / 126 E Main St Payson AZ 85541 | 9/4/20 | Served | | | | Phillips | |
| 9/4/20 | DCPI Order | JD2020-00051 | Gila County Superior Court | Protected Information | None | Southwest Behavioral / Protected Information Payson AZ 85541 | Edward O'Brien / Protected Information Payson AZ 85541 | 9/4/20 | Served | | | | Phillips | |
| 9/4/20 | Order of Protection | CO392020C | Grand Junction County Court | Protected Information | Joshua Blalock | Joshua Blalock / 611 N Wilderness Trl Payson AZ 85541 | Joshua Blalock / 611 N Wilderness Trl Payson AZ 85541 | 9/4/20 | Served | | | | Phillips | |
| 9/4/20 | Subpoena | JD202000046 | Gila County Superior Court | State of Arizona | Protected Information | Det Kerszykowski / 108 W Main St Payson AZ 85541 | GCSO Mailbox & Email / 108 W Main St Payson AZ 85541 | 9/4/20 | Served | | | | McDaniel | |
| 9/4/20 | Summons | M0444CM2020012 254 | Payson Magistrate Court | State of Arizona | Alexis Hernandez | Alexis Hernandez / 301 S Kodz Rd Payson AZ 85541 | None | 9/4/20 | Attempted | | | | McDaniel | |
| 9/4/20 | Summons | M0444CM2020012 254 | Payson Magistrate Court | State of Arizona | Alexis Hernandez | Alexis Hernandez / 301 S Kodz Rd Payson AZ 85541 | None | 9/4/20 | Attempted | | | | McDaniel | |
| 9/4/20 | DCPI Order | JD2020-00051 | Gila County Superior Court | Protected Information | None | Community Bridges / Protected Information Payson AZ 85541 | None | 9/4/20 | Attempted | | | | McDaniel | |
| 9/4/20 | Summons | M0444CM2020022 279 | Payson Magistrate Court | State of Arizona | Christopher Creech | Christopher Creech / Transient | None | 9/4/20 | Attempted | | | | McDaniel | |
| 9/4/20 | Summons | M0444CM2020012 265 | Payson Magistrate Court | State of Arizona | Brandy Myers | Brandy Mers / 300 W Frontier St #28 Payson AZ 85541 | None | 9/4/20 | Attempted | | | | McDaniel | |
| 9/4/20 | Subpoena | DO201100087 | Gila County Superior Court | Tiffany Huddlestun | Brandon Conti | Recovery Resources / 107 W Wade Ln Payson AZ 85541 | None | 9/4/20 | Attempted | | | | McDaniel | |
| 9/8/20 | Injunction Against Harassment | JO404PO20200001 45 | Payson Regional Justice Court | Protected Information | Robin Dancer | Robin Dancer / 300 W Frontier St #6 Payson AZ 85541 | Robin Dancer / 300 W Frontier St #6 Payson AZ 85541 | 9/8/20 | Served | | | 93.4 | McDaniel | |
| 9/4/20 | DCPI Order | JD2020-00051 | Gila County Superior Court | Protected Information | None | Community Bridges / Protected Information Payson AZ 85541 | None | 9/8/20 | Attempted | | | | McDaniel | |
| 9/4/20 | DCPI Order | JD2020-00051 | Gila County Superior Court | Protected Information | None | Community Bridges / Protected Information Payson AZ 85541 | Wayne Kimble / Protected Information Payson AZ 85541 | 9/8/20 | Served | | | | McDaniel | |
| 9/4/20 | Notice to Appear; Petition | JV20200102 | Gila County Superior Court | State of Arizona | Protected Information | Michael Amon / Protected Information | None | 9/8/20 | Attempted | | | | McDaniel | |
| 9/4/20 | Notice to Appear; Petition | JV20200102 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/8/20 | Attempted | | | | McDaniel | |
| 9/4/20 | Notice to Appear; Petition | JV20200102 | Gila County Superior Court | State of Arizona | Protected Information | Michael Amon / Protected Information | Michael Amon / Protected Information | 9/8/20 | Served | | | | McDaniel | |
| 9/4/20 | Notice to Appear; Petition | JV20200102 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Protected Information | 9/8/20 | Served | | | | McDaniel | |

Constable Activity Log - Monthly



Constable: Tony McDaniel

Deputy: Terry Phillips

Constable Clerk: Kimberly Rust

County: Gila

Precinct: Payson

Total Cases Served/Attempted:

216

Mileage Total: 2790.0

| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|-------------------------------|--------------------|-------------------------------------|-------------------------|-----------------------|--|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 9/8/20 | Child Custody Packet | DO201700140 | Gila County Superior Court | Melissa Howard | Brian Mitchell | Brian Mitchell / 8157 W Dead Eye Rd Payson AZ 85541 | Brian Mitchell / 8157 W Dead Eye Rd Payson AZ 85541 | 9/8/20 | Served | | | | McDaniel |
| 9/8/20 | Seizure/Forfeiture Notice | EQCE85999 | Iowa District Court for Polk County | City of Des Moines Iowa | Charles Hartz | Charles Hartz / 805 W Bridle Path Ln Payson AZ 85541 | Charles Hartz / 805 W Bridle Path Ln Payson AZ 85541 | 9/8/20 | Served | | | | McDaniel |
| 9/8/20 | Order of Protection | J0404PO20200001 46 | Payson Regional Justice Court | Protected Information | Aubrey Moran | Aubrey Moran / 301 E HWY 260 Payson AZ 85541 | Aubrey Moran / 301 E HWY 260 Payson AZ 85541 | 9/8/20 | Served | | | | McDaniel |
| 9/9/20 | Letter | 2019TR13092 | Payson Magistrate Court | State of Arizona | Tanya Cozens | Tanya Cozens Phone Call | None | 9/8/20 | Attempted | | | | McDaniel |
| 9/9/20 | Injunction Against Harassment | J0404PO20200001 48 | Payson Regional Justice Court | Protected Information | Carolyn Decker | Carolyn Decker / 206 N Bronco Cir Payson AZ 85541 | Carolyn Decker / 206 N Bronco Cir Payson AZ 85541 | 9/9/20 | Served | | | 76.3 | McDaniel |
| 9/9/20 | Injunction Against Harassment | J0404PO20200001 49 | Payson Regional Justice Court | Protected Information | Bob Decker | Bob Decker / 206 N Bronco Cir Payson AZ 85541 | Bob Decker / 206 N Bronco Cir Payson AZ 85541 | 9/9/20 | Served | | | | McDaniel |
| 9/9/20 | Letter | 2019CM13120 | Payson Magistrate Court | State of Arizona | Jennifer Price | Jennifer Price / 208 E Bonita Payson AZ 85541 | None | 9/9/20 | Attempted | | | | McDaniel |
| 9/9/20 | Letter | 2020TR12043 | Payson Magistrate Court | State of Arizona | Krista Ha | Krista Ha / 704 W Long Horn Rd #B Payson AZ 85541 | Krista Ha / 704 W Long Horn Rd #B Payson AZ 85541 | 9/9/20 | Served | | | | McDaniel |
| 9/9/20 | Letter | 2020CM000012 | Payson Magistrate Court | State of Arizona | Joshua Pickering | Joshua Pickering / 316 E Pinnacle Cir Payson AZ 85541 | None | 9/9/20 | Attempted | | | | McDaniel |
| 9/9/20 | Letter | 2020CM000012 | Payson Magistrate Court | State of Arizona | Joshua Pickering | Joshua Pickering / 1009 S McLane Rd Payson AZ 85541 | Joshua Pickering / 1009 S McLane Rd Payson AZ 85541 | 9/9/20 | Served | | | | McDaniel |
| 9/9/20 | Divorce Packet | DO202000220 | Gila County Superior Court | Ashely Anglemire | Daniel Rozboril | Daniel Rozboril / 103 W Pinon Cir Payson AZ 85541 | None | 9/9/20 | Attempted | | | | McDaniel |
| 9/9/20 | Divorce Packet | DO202000220 | Gila County Superior Court | Ashely Anglemire | Daniel Rozboril | Daniel Rozboril / 300 W Frontier #18 Payson AZ 85541 | Daniel Rozboril / 300 W Frontier #18 Payson AZ 85541 | 9/9/20 | Served | | | | McDaniel |
| 9/9/20 | Letter | 2020CM12077 | Payson Magistrate Court | State of Arizona | Ronald Kerr | Ronald Kerr / 1107 W Crestview Dr Payson AZ 85541 | None | 9/9/20 | Attempted | | | | McDaniel |
| 9/10/20 | Summons | M0444TR20200121 22 | Payson Magistrate Court | State of Arizona | Richard Hill | Richard Hill / 254 E Trails West Blvd #2 Payson AZ 85541 | None | 9/10/20 | Attempted | | | 184.9 | Phillips |
| 9/10/20 | Notice to Appear; Petition | JV2020-107 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/10/20 | Attempted | | | | Phillips |
| 9/10/20 | Notice to Appear; Petition | JV2020-107 | Gila County Superior Court | State of Arizona | Protected Information | Christopher Talamante / Protected Information | Christopher Talamante / Protected Information | 9/10/20 | Served | | | | Phillips |
| 9/10/20 | Subpoena | 2020CM12125 | Payson Regional Justice Court | State of Arizona | Joseph Cumpston | Krista Ha / Protected Information | Krista Ha / Protected Information | 9/10/20 | Served | | | | Phillips |
| 9/10/20 | Subpoena | 2020CM12125 | Payson Regional Justice Court | State of Arizona | Joseph Cumpston | Sgt Davies / 303 N Beeline HWY Payson AZ 85541 | PPD Dispatch / 303 N Beeline HWY Payson AZ 85541 | 9/10/20 | Served | | | | Phillips |
| 9/10/20 | Subpoena | 2020CM12125 | Payson Regional Justice Court | State of Arizona | Joseph Cumpston | Officer Anderson / 303 N Beeline HWY Payson AZ 85541 | PPD Dispatch / 303 N Beeline HWY Payson AZ 85541 | 9/10/20 | Served | | | | Phillips |
| 9/10/20 | Subpoena | 2020CM12125 | Payson Regional Justice Court | State of Arizona | Joseph Cumpston | Officer Evans / 303 N Beeline HWY Payson AZ 85541 | PPD Dispatch / 303 N Beeline HWY Payson AZ 85541 | 9/10/20 | Served | | | | Phillips |

Constable Activity Log - Monthly



Constable: Tony McDaniel
 County: Gila
 Precinct: Payson

Deputy: Terry Phillips
 Constable Clerk: Kimberly Rust

| | | | | | | | | | | Mileage Total: | | 2790.0 | | |
|-----------------------------------|-------------------------|-------------------|-------------------------------|-----------------------|------------------------|--|--|-------------|-----------|----------------|-------------|---------------|-------------------------|-----------------|
| Total Cases Served/Attempted: 216 | | | | | | | | | | Mileage Start | Mileage End | Daily Mileage | Notes & Served By | |
| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | | | | | |
| 9/10/20 | Divorce Packet | DO202000198 | Gila County Superior Court | Jolene Erickson | John Erickson | John Erickson / 6401 W Marcy Way Pine AZ 85544 | John Erickson / 6401 W Marcy Way Pine AZ 85544 | 9/10/20 | Served | | | | Phillips | |
| 9/9/20 | Letter | 2020CM12077 | Payson Magistrate Court | State of Arizona | Ronald Kerr | Ronald Kerr / 1107 N Camelot Payson AZ 85541 | Ronald Kerr / 1107 N Camelot Payson AZ 85541 | 9/10/20 | Served | | | | Phillips | |
| 7/20/20 | Writ of Restitution | 2020CV156 | Payson Regional Justice Court | Houston Creek RV Park | Steven Tidwell | Steven Tidwell / 480 S Rainbow #3 Star Valley AZ 85541 | Steven Tidwell / 480 S Rainbow #3 Star Valley AZ 85541 | 9/10/20 | Served | | | | Phillips | |
| 9/10/20 | Summons | M0444TR2020012122 | Payson Magistrate Court | State of Arizona | Richard Hill | Richard Hill / Spoke on phone Payson AZ 85541 | None | 9/10/20 | Attempted | | | | Phillips | |
| 9/11/20 | Subpoena | DO201800232 | Gila County Superior Court | Aeyim K McCarthy | James McCarthy | Rene Stricker / Protected Information | Rene Stricker / Protected Information | 9/11/20 | Served | | | | 132.9 | Phillips |
| 9/10/20 | Eviction Action Hearing | J0404CV2020000239 | Payson Regional Justice Court | Borges Properties | Jan Volz | Jan Volz / 300 E Aero Dr #3 Payson AZ 85541 | Jan Volz / 300 E Aero Dr #3 Payson AZ 85541 | 9/11/20 | Served | | | | Phillips | |
| 9/11/20 | Criminal Subpoena | CR2019323 | Gila County Superior Court | State of Arizona | Jerry Cobos | Kelly Mercado / Protected Information | Kelly Mercado / Protected Information | 9/11/20 | Served | | | | Phillips | |
| 9/11/20 | Criminal Subpoena | CR2019323 | Gila County Superior Court | State of Arizona | Jerry Cobos | Sgt Hansen / 303 N Beeline HWY Payson AZ 85541 | PPD Records Haynie / 303 N Beeline HWY Payson AZ 85541 | 9/11/20 | Served | | | | Phillips | |
| 9/11/20 | Criminal Subpoena | CR2019323 | Gila County Superior Court | State of Arizona | Jerry Cobos | Office Keith / 303 N Beeline HWY Payson AZ 85541 | PPD Records Haynie / 303 N Beeline HWY Payson AZ 85541 | 9/11/20 | Served | | | | Phillips | |
| 9/11/20 | Criminal Subpoena | CR2019323 | Gila County Superior Court | State of Arizona | Jerry Cobos | Emily Morton / Protected Information | Emily Morton / Protected Information | 9/11/20 | Served | | | | Phillips | |
| 9/11/20 | Criminal Subpoena | CR2019323 | Gila County Superior Court | State of Arizona | Jerry Cobos | Frednando Cobos / Protected Information | Frednando Cobos / Protected Information | 9/11/20 | Served | | | | Phillips | |
| 9/4/20 | Divorce Packet | DO202000211 | Gila County Superior Court | Joshua Goode | Lindsey Johnson | Lindsey Johnson / 909 S Beeline HWY Payson AZ 85541 | Lindsey Johnson / 909 S Beeline HWY Payson AZ 85541 | 9/11/20 | Served | | | | Phillips | |
| 9/11/20 | Summons Eviction Action | 2020CV240FD | Payson Regional Justice Court | Lurlene Kuehn | Danny & Jacob Doiron | Danny Doiron / 503 S Rim View Cir Payson AZ 85541 | Danny Doiron / 503 S Rim View Cir Payson AZ 85541 | 9/14/20 | Served | | | | Deputy Labonte | |
| 9/14/20 | Order of Protection | J0404PO2020000151 | Payson Regional Justice Court | Protected Information | Omar Essar | Omar Essar / 202 W Roundup Rd Payson AZ 85541 | Omar Essar / 202 W Roundup Rd Payson AZ 85541 | 9/14/20 | Served | | | | Deputy Montijo | |
| 9/14/20 | Subpoena | J0404CT2020001677 | Payson Regional Justice Court | State of Arizona | Alek Martin | Deputy Thomason / 108 W Main St Payson AZ 85541 | Deputy Thomason / 108 W Main St Payson AZ 85541 | 9/15/20 | Served | | | | 179.3 | Deputy Thomason |
| 9/14/20 | Subpoena | J0404CT2020001644 | Payson Regional Justice Court | State of Arizona | Jesse Johnson | Deputy Sanks / 108 W Main St Payson AZ 85541 | GCSO Mailbox & Email / 108 W Main St Payson AZ 85541 | 9/15/20 | Served | | | | Detective Marchesseault | |
| 9/14/20 | Subpoena | M0444CT2020012806 | Payson Magistrate Court | State of Arizona | Ronald Craft | Sgt McAnerny / 303 N Beeline HWY Payson AZ 85541 | Officer Bogato / 303 N Beeline HWY Payson AZ 85541 | 9/15/20 | Served | | | | Phillips | |
| 9/14/20 | Pretrial | 2020TR12105 | Payson Magistrate Court | State of Arizona | Claudio Cruz Hernandez | Claudio Cruz Hernandez / Unknown | Claudio Cruz Hernandez / 815 S Beeline HWY Payson AZ 85541 | 9/15/20 | Served | | | | Phillips | |
| 9/14/20 | Juvenile Emancipation | JE202000002 | Gila County Superior Court | Protected Information | Caley King | Caley King / 201 W Sherwood Payson AZ 85541 | Caley King / 201 W Sherwood Payson AZ 85541 | 9/15/20 | Served | | | | Phillips | |
| 9/14/20 | Eviction Action Hearing | J0404CV2020000241 | Payson Regional Justice Court | Audrey Holland | Christopher Vanhouten | Christopher Vanhouten / 710 N Mazatzal Cir Payson AZ 85541 | Christopher Vanhouten / 710 N Mazatzal Cir Payson AZ 85541 | 9/15/20 | Served | | | | Phillips | |

Constable Activity Log - Monthly



Constable: Tony McDaniel

Deputy: Terry Phillips

County: Gila

Precinct: Payson

Constable Clerk: Kimberly Rust

Total Cases Served/Attempted:

216

Mileage Total: 2790.0

| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|---|-----------------------|--|---|------------------------------------|--|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 9/15/20 | Order of Protection | J0404PO2020000152 | Payson Regional Justice Court | Protected Information | Burt Minard | Burt Minard / 208 S Tonto st Payson AZ 85541 | Burt Minard / 208 S Tonto st Payson AZ 85541 | 9/15/20 | Served | | | | Phillips |
| 9/14/20 | Summons | J0404TR2020000144 | Payson Regional Justice Court | State of Arizona | Brent Beckham | Brent Beckham / 404 S Colcord Payson AZ 85541 | None | 9/15/20 | Attempted | | | | Phillips |
| 9/14/20 | Summons | J0404TR2020000144 | Payson Regional Justice Court | State of Arizona | Brent Beckham | Brent Beckham / 404 S Colcord Payson AZ 85541 | Brent Beckham / 404 S Colcord Payson AZ 85541 | 9/15/20 | Served | | | | Phillips |
| 9/15/20 | Summons & Complaint | CV2020000229 | Payson Regional Justice Court | LVNV Funding LLC | Elizabeth Zanato & J. Doe | Elizabeth Zanato & J. Doe / 7446 N Paloma Vista | Elizabeth Zanato / 7446 N Paloma Vista | 9/15/20 | Served | | | | Phillips |
| 9/15/20 | Summons & Complaint | CV2020000230 | Payson Regional Justice Court | LVNV Funding LLC | Lonnie Pendleton & J. Doe | Lonnie Pendleton & J. Doe / 1808 N McLane Rd Payson AZ 85541 | Lonnie Pendleton / 1808 N McLane Rd Payson AZ 85541 | 9/15/20 | Served | | | | Phillips |
| 9/11/20 | Subpoena | 3:20-cv-08119-PCT-MTL | United States District Court for the District of Arizona | Joshua & Emily Kileen, Ananda Retreat LLC | Yavapai County, David Williams etc | Rebecca Borowski / 608 E HWY 260 Payson AZ 85541 | Rebecca Borowski / 608 E HWY 260 Payson AZ 85541 | 9/15/20 | Served | | | | Phillips |
| 9/9/20 | Letter | 2019TR13092 | Payson Magistrate Court | State of Arizona | Tanya Cozens | Tanya Cozens Phone Call | Aubrey Moran / 301 E HWY 260 Payson AZ 85541 | 9/15/20 | Attempted | | | | Phillips |
| 9/15/20 | Workplace Injunction Against Harassment | J0404PO2020000155 | Payson Regional Justice Court | Protected Information | Patrick Teague | Patrick Teague / 47671 N AZ HWY 288 Young AZ 85554 | Patrick Teague / 47671 N AZ HWY 288 Young AZ 85554 | 9/15/20 | Served | | | | Phillips |
| 9/15/20 | Summons & Complaint | 2020CV2017-OV | Payson Regional Justice Court | Jefferson Capital Systems | Michelle Aguon & J. Doe | Michelle Aguon & J. Doe / 4849 N Rim View Loop Strawberry AZ 85544 | None | 9/15/20 | Attempted | | | | Phillips |
| 9/9/20 | Letter | 2019TR13092 | Payson Magistrate Court | State of Arizona | Tanya Cozens | Tanya Cozens / 1910 N McLane Rd Payson AZ 85541 | None | 9/15/20 | Attempted | | | | Phillips |
| 9/16/20 | Eviction Action Hearing | J0404CV2020000244 | Payson Regional Justice Court | Thomas Clark | Jeremiah Clark | Jeremiah Clark / 802 W Bridle Path Ln Payson AZ 85541 | Jeremiah Clark / 802 W Bridle Path Ln Payson AZ 85541 | 9/16/20 | Served | | | 163.1 | Phillips |
| 9/15/20 | Order of Protection | P0400PO202000055 | Gila County Superior Court | Protected Information | Christopher Bilyk | Christopher Bilyk / 305 S Beeline HWY Payson AZ 85541 | Christopher Bilyk / 305 S Beeline HWY Payson AZ 85541 | 9/16/20 | Served | | | | Phillips |
| 9/15/20 | Summons & Complaint | 2020CV2017-OV | Payson Regional Justice Court | Jefferson Capital Systems | Michelle Aguon & J. Doe | Michelle Aguon & J. Doe / 4849 N Rim View Loop Strawberry AZ 85544 | Michelle Aguon / 4849 N Rim View Loop Strawberry AZ 85544 | 9/16/20 | Served | | | | Phillips |
| 9/16/20 | Order to Show Cause | J0404TR2019001502 | Payson Regional Justice Court | State of Arizona | Ryan Wallace | Ryan Wallace / 307 N Manzanita Dr Payson AZ 85541 | None | 9/16/20 | Attempted | | | | Phillips |
| 9/16/20 | Order to Show Cause | J0404TR2019001502 | Payson Regional Justice Court | State of Arizona | Ryan Wallace | Ryan Wallace / 307 N Manzanita Dr Payson AZ 85541 | Ryan Wallace / 307 N Manzanita Dr Payson AZ 85541 | 9/17/20 | Served | | | 139.6 | Phillips |
| 9/17/20 | Letter | 2020CM12063 | Payson Magistrate Court | State of Arizona | Christopher Schwanbeck | Christopher Schwanbeck / 209 S Ponderosa St Payson AZ 85541 | Christopher Schwanbeck / 209 S Ponderosa St Payson AZ 85541 | 9/17/20 | Served | | | | Phillips |
| 9/17/20 | Letter | 2020CM13069 | Payson Magistrate Court | State of Arizona | Savannah Mae Sears | Savannah Mae Sears / 217 E Phoenix St Payson AZ 85541 | Savannah Mae Sears / 217 E Phoenix St Payson AZ 85541 | 9/17/20 | Served | | | | Phillips |
| 9/17/20 | Order of Protection | J0404PO2020000158 | Payson Regional Justice Court | Protected Information | Jordan Watson | Jordan Watson / 306 E McKamey St Payson AZ 85541 | None | 9/17/20 | Attempted | | | | Phillips |
| 9/17/20 | Order of Protection | J0404PO2020000158 | Payson Regional Justice Court | Protected Information | Jordan Watson | Jordan Watson / 2105 N Florence Rd Payson AZ 85541 | Jordan Watson / 2105 N Florence Rd Payson AZ 85541 | 9/17/20 | Served | | | | Phillips |
| 9/17/20 | Order of Protection | J0404PO2020000157 | Payson Regional Justice Court | Protected Information | Cassandra Nell | Cassandra Nell / 616 S Beeline HWY #4 Payson AZ 85541 | None | 9/17/20 | Attempted | | | | Phillips |

Constable Activity Log - Monthly



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Constable: Tony McDaniel
 County: Gila
 Precinct: Payson

Deputy: Terry Phillips
 Constable Clerk: Kimberly Rust

| Total Cases Served/Attempted: 216 | | | | | | | | | | Mileage Total: 2790.0 | | | |
|-----------------------------------|-------------------------------------|-------------------|--------------------------------|------------------------|-----------------------|--|---|-------------|-----------|-----------------------|-------------|---------------|-------------------|
| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
| 9/17/20 | Order of Protection | J0404PO2020000157 | Payson Regional Justice Court | Protected Information | Cassandra Nell | Cassandra Nell / 516 S Beeline HWY #4 Payson AZ 85541 | None | 9/17/20 | Served | | | | Phillips |
| 9/17/20 | Small Claims Summons | CC2020-128374RC | Arcadia Biltmore Justice Court | Ez Own Auto Source LLC | Charles Skirpan IV | Charles Skirpan IV / 333 N McLane Rd #G Payson AZ 85541 | None | 9/17/20 | Attempted | | | | Phillips |
| 9/17/20 | Summons | M0444CM2020012284 | Payson Regional Justice Court | State of Arizona | Madison Greenberg | Madison Greenberg / 817 W Overland Rd Payson AZ 85541 | None | 9/17/20 | Attempted | | | | Phillips |
| 9/17/20 | Summons | M0444CM2020012284 | Payson Regional Justice Court | State of Arizona | Madison Greenberg | Madison Greenberg / 602 E AZ HWY 260 Payson AZ 85541 | Madison Greenberg / 602 E AZ HWY 260 Payson AZ 85541 | 9/17/20 | Served | | | | Phillips |
| 9/17/20 | Application & Affidavit for Default | DO202000190 | Gila County Superior Court | Troy Yocum | Nevaeh Guerreo | Nevaeh Guerrero / 905 S McLane Rd #22 Payson AZ 85541 | None | 9/17/20 | Attempted | | | | Phillips |
| 9/17/20 | Application & Affidavit for Default | DO202000190 | Gila County Superior Court | Troy Yocum | Nevaeh Guerreo | Nevaeh Guerrero / 510 N Oakridge Rd Payson AZ 85541 | Nevaeh Guerrero / 510 N Oakridge Rd Payson AZ 85541 | 9/17/20 | Served | | | | Phillips |
| 9/17/20 | Summons & Complaint | 2020CV2055C | Payson Regional Justice Court | Robin Dancer | Camela Norton Webster | Robin Dancer / 300 W Frontier St #6 Payson AZ 85541 | None | 9/17/20 | Attempted | | | | Phillips |
| 9/17/20 | Summons & Complaint | 2020CV2055C | Payson Regional Justice Court | Robin Dancer | Camela Norton Webster | Robin Dancer / 273 Coyote St Star Valley AZ 85541 | Robin Dancer / 273 Coyote St Star Valley AZ 85541 | 9/17/20 | Served | | | | Phillips |
| 9/17/20 | Bond Forfeiture Hearing | M0444CM2020012254 | Payson Magistrate Court | State of Arizona | Alexis Hernandez | Alexis Hernandez / 301 S Kodz Rd Payson AZ 85541 | None | 9/17/20 | Attempted | | | | Phillips |
| 9/17/20 | Summons | J0404TR2020000138 | Payson Regional Justice Court | State of Arizona | Terrell Webb | Terrell Webb / 2123 W Wade #b Payson AZ 85541 | None | 9/17/20 | Attempted | | | | Phillips |
| 9/17/20 | Bond Forfeiture Hearing | M0444CM2020012254 | Payson Magistrate Court | State of Arizona | Alexis Hernandez | Nabid Vasquez / 1902 N Arabian Way Payson AZ 85541 | None | 9/18/20 | Attempted | | | 125.5 | Phillips |
| 9/18/20 | Order of Protection | J0404PO2020000160 | Payson Regional Justice Court | Protected Information | Burt Minard | Burt Minard / 208 S Tonto st Payson AZ 85541 | Burt Minard / 208 S Tonto st Payson AZ 85541 | 9/18/20 | Served | | | | McDaniel |
| 9/9/20 | Letter | 2019TR13092 | Payson Magistrate Court | State of Arizona | Tanya Cozens | Tanya Cozens / 238 E HWY 260 Payson AZ 85541 | Tanya Cozens / 238 E HWY 260 Payson AZ 85541 | 9/18/20 | Served | | | | McDaniel |
| 9/18/20 | Injunction Against Harassment | J0404PO2020000154 | Payson Regional Justice Court | Protected Information | Anabelle Arendale | Anabelle Arendale / 89 N Milky Way Star Valley AZ 85541 | Anabelle Arendale / 89 N Milky Way Star Valley AZ 85541 | 9/18/20 | Served | | | | McDaniel |
| 9/18/20 | Injunction Against Harassment | J0404PO2020000161 | Payson Regional Justice Court | Protected Information | Robert Runyon Jr | Robrt Runyon Jr / 3758 E HWY 260 #5 Star Valley AZ 85541 | None | 9/18/20 | Attempted | | | | McDaniel |
| 9/17/20 | Bond Forfeiture Hearing | M0444CM2020012254 | Payson Magistrate Court | State of Arizona | Alexis Hernandez | Nabid Vasquez / 105 E Aero Pyson AZ 85541 | Nabid Vasquez / 105 E Aero Pyson AZ 85541 | 9/18/20 | Served | | | | McDaniel |
| 9/18/20 | Notice to Appear; Petition | JV202000113 | Gila County Superior Court | State of Arizona | Protected Information | Jan McMurren / Protected Information | Jan McMurren / Protected Information | 9/18/20 | Served | | | | McDaniel |
| 9/18/20 | Notice to Appear; Petition | JV202000111 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | Protected Information | 9/18/20 | Served | | | | McDaniel |
| 9/18/20 | Notice to Appear; Petition | JV202000111 | Gila County Superior Court | State of Arizona | Protected Information | Edujives Amaya / 301 W Bonita #7 Payson AZ 85541 | None | 9/18/20 | Attempted | | | | McDaniel |
| 9/18/20 | Child Custody Packet | DO201700154 | Gila County Superior Court | Tomas Burns | Stephanie Miller | Stephanie Miller / 916 W Bridle Path Ln Payson AZ 85541 | None | 9/18/20 | Attempted | | | | McDaniel |

Constable Activity Log - Monthly



Constable: **Tony McDaniel**

Deputy: **Terry Phillips**
Constable Clerk: **Kimberly Rust**

County: **Gila**
Precinct: **Payson**

Total Cases Served/Attempted:

216

Mileage Total: **2790.0**

| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|--|--------------------|---------------------------------|-----------------------|-----------------------|--|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 9/18/20 | Child Custody Packet | DO201700154 | Gila County Superior Court | Tomas Burns | Stephanie Miller | Stephanie Miller / 718 N Foxhill Cir Payson AZ 85541 | Stephanie Miller / 718 N Foxhill Cir Payson AZ 85541 | 9/18/20 | Served | | | | McDaniel |
| 9/18/20 | Injunction Against Harassment | J0404PO20200001 61 | Payson Regional Justice Court | Protected Information | Robert Runyon Jr | Robert Runyon Hr / 404 S Colcord Payson AZ 85541 | None | 9/21/20 | Attempted | | | 131.6 | McDaniel |
| 9/18/20 | Injunction Against Harassment | J0404PO20200001 61 | Payson Regional Justice Court | Protected Information | Robert Runyon Jr | Robert Runyon Hr / 404 S Colcord Payson AZ 85541 | None | 9/21/20 | Attempted | | | | McDaniel |
| 9/15/20 | Order | 2020CM12046 | Payson Magistrate Court | State of Arizona | Gregory Little | Gregory Little / Transient | Unknown | 9/21/20 | Attempted | | | | McDaniel |
| 9/18/20 | Notice to Appear; Petition | JV202000111 | Gila County Superior Court | State of Arizona | Protected Information | Edujives Amaya / 301 W Bonita #7 Payson AZ 85541 | Edujives Amaya / 301 W Bonita #7 Payson AZ 85541 | 9/21/20 | Served | | | | McDaniel |
| 9/18/20 | Hearing Prior to Injunction Against Harassment | J0404PO20200001 59 | Payson Regional Justice Court | Protected Information | Janna Hughes | Janna Hughes / 234 Hohokam Ln Tonto Basin AZ 85553 | Janna Hughes / 234 Hohokam Ln Tonto Basin AZ 85553 | 9/21/20 | Served | | | | McDaniel |
| 9/21/20 | DCPI Order | JD202000053 | Gila County Superior Court | Protected Information | None | Southwest Behavioral / Protected Information Payson AZ 85541 | Becky Conway / Protected Information | 9/21/20 | Served | | | | McDaniel |
| 9/21/20 | DCPI Order | JD202000053 | Gila County Superior Court | Protected Information | None | Community Bridges / Protected Information Payson AZ 85541 | Wayne Kimble / Protected Information Payson AZ 85541 | 9/21/20 | Served | | | | McDaniel |
| 9/21/20 | DCPI Order | JD202000053 | Gila County Superior Court | Protected Information | None | North Country Health Care / 126 E Main St Payson AZ 85541 | Yvonne House / Protected Information | 9/21/20 | Served | | | | McDaniel |
| 9/21/20 | Child Support Packet | DO02000224 | Gila County Superior Court | State of Arizona | Lori Kisylia | Lori Kisylia / 208 n Bentley Cir Payson AZ 85541 | None | 9/21/20 | Attempted | | | | McDaniel |
| 9/18/20 | Divorce Packet | 2020D96 | State of Illinois Circuit Court | Stacy Woolard | Jessica Woolard | Jessica Woolard / 1304 N Beeline HWY #75 Payson AZ 85541 | None | 9/21/20 | Attempted | | | | McDaniel |
| 9/18/20 | Divorce Packet | 2020D96 | State of Illinois Circuit Court | Stacy Woolard | Jessica Woolard | Jessica Woolard / 1304 N Beeline HWY #75 Payson AZ 85541 | Jessica Woolard / 1304 N Beeline HWY #75 Payson AZ 85541 | 9/21/20 | Served | | | | McDaniel |
| 9/17/20 | Summons | J0404TR202000013 8 | Payson Regional Justice Court | State of Arizona | Terrell Webb | Terrell Webb / 2123 W Wade #b Payson AZ 85541 | None | 9/21/20 | Attempted | | | | McDaniel |
| 9/17/20 | Summons | J0404TR202000013 8 | Payson Regional Justice Court | State of Arizona | Terrell Webb | Terrell Webb / 507 S Mariposa Payson AZ 85541 | None | 9/21/20 | Attempted | | | | McDaniel |
| 9/18/20 | Injunction Against Harassment | J0404PO20200001 61 | Payson Regional Justice Court | Protected Information | Robert Runyon Jr | Robert Runyon Hr / 404 S Colcord Payson AZ 85541 | None | 9/22/20 | Attempted | | | 113.9 | McDaniel |
| 9/22/20 | Child Support Packet | 13896297 | 452nd Judicial District Court | State of Texas | Keaton Allen | Keaton Allen / 301 W Ash Creek Ct Payson AZ 85541 | None | 9/22/20 | Attempted | | | | McDaniel |
| 9/22/20 | Criminal Subpoena | CR2018329 | Gila County Superior Court | State of Arizona | Alexis Stauffer | Sgt Binney / 108 W Main St Payson AZ 85541 | GCSO Mailbox & Email / 108 W Main St Payson AZ 85541 | 9/22/20 | Served | | | | McDaniel |
| 9/22/20 | Criminal Subpoena | CR2018329 | Gila County Superior Court | State of Arizona | Alexis Stauffer | Deputy Highstreet / 108 W Main St Payson AZ 85541 | GCSO Mailbox & Email / 108 W Main St Payson AZ 85541 | 9/22/20 | Served | | | | McDaniel |
| 9/22/20 | Criminal Subpoena | CR2018329 | Gila County Superior Court | State of Arizona | Alexis Stauffer | Det Marchesseault / 108 W Main St Payson AZ 85541 | Det Marchesseault / 108 W Main St Payson AZ 85541 | 9/22/20 | Served | | | | McDaniel |
| 9/17/20 | Summons | J0404TR202000013 8 | Payson Regional Justice Court | State of Arizona | Terrell Webb | Terrell Webb / Phone Call with Mom | None | 9/22/20 | Attempted | | | | McDaniel |

Constable Activity Log - Monthly



Constable: Tony McDaniel

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Constable Clerk: Kimberly Rust

County: Gila

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Total Cases Served/Attempted:

216

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| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|-------------------------------|-------------------|-------------------------------|-----------------------|---|---|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 9/17/20 | Summons | J0404TR2020000138 | Payson Regional Justice Court | State of Arizona | Terrell Webb | Tereell Webb / 1102 W Saddle Ln Payson AZ 85541 | None | 9/22/20 | Attempted | | | | McDaniel |
| 9/18/20 | Injunction Against Harassment | J0404PO2020000161 | Payson Regional Justice Court | Protected Information | Robert Runyon Jr | Robert Runyon Hr / 404 S Colcord Payson AZ 85541 | Robert Runyon Hr / 404 S Colcord Payson AZ 85541 | 9/22/20 | Served | | | | McDaniel |
| 9/22/20 | Injunction Against Harassment | J0404PO2020000165 | Payson Regional Justice Court | Protected Information | Colette Cleaves | Colette Cleaves / 285 W Piant Pony Cir Payson AZ 85541 | None | 9/22/20 | Attempted | | | | McDaniel |
| 9/22/20 | Criminal Subpoena | CR2020130 | Gila County Superior Court | State of Arizona | Clinton Randall | Sgt Davies / 303 N Beeline HWY Payson AZ 85541 | PPD Records Vieira / 303 N Beeline HWY Payson AZ 85541 | 9/23/20 | Served | | | 147.4 | McDaniel |
| 9/22/20 | Criminal Subpoena | CR2020130 | Gila County Superior Court | State of Arizona | Clinton Randall | Det Johnson / 303 N Beeline HWY Payson AZ 85541 | PPD Records Vieira / 303 N Beeline HWY Payson AZ 85541 | 9/23/20 | Served | | | | McDaniel |
| 9/22/20 | Criminal Subpoena | CR2020130 | Gila County Superior Court | State of Arizona | Clinton Randall | Det Varga / 303 N Beeline HWY Payson AZ 85541 | PPD Records Vieira / 303 N Beeline HWY Payson AZ 85541 | 9/23/20 | Served | | | | McDaniel |
| 9/22/20 | Criminal Subpoena | CR2020130 | Gila County Superior Court | State of Arizona | Clinton Randall | Sgt McAnerny / 303 N Beeline HWY Payson AZ 85541 | PPD Records Vieira / 303 N Beeline HWY Payson AZ 85541 | 9/23/20 | Served | | | | McDaniel |
| 9/22/20 | Criminal Subpoena | CR2020130 | Gila County Superior Court | State of Arizona | Clinton Randall | Lt Hazelo / 303 N Beeline HWY Payson AZ 85541 | PPD Records Vieira / 303 N Beeline HWY Payson AZ 85541 | 9/23/20 | Served | | | | McDaniel |
| 9/22/20 | Criminal Subpoena | CR2020130 | Gila County Superior Court | State of Arizona | Clinton Randall | Officer Keith / 303 N Beeline HWY Payson AZ 85541 | PPD Records Vieira / 303 N Beeline HWY Payson AZ 85541 | 9/23/20 | Served | | | | McDaniel |
| 9/22/20 | Criminal Subpoena | CR2018329 | Gila County Superior Court | State of Arizona | Alexis Stauffer | Det Varga / 303 N Beeline HWY Payson AZ 85541 | PPD Records Vieira / 303 N Beeline HWY Payson AZ 85541 | 9/23/20 | Served | | | | McDaniel |
| 9/22/20 | Summons | CR2013-00438 | Gila County Superior Court | State of Arizona | Andrew Culp | Andrew Culp / 279 E Springdale Dr Star Valley AZ 85541 | Andrew Culp / Tyler Pkwy & HWY 260 Payson AZ 85541 | 9/23/20 | Served | | | | McDaniel |
| 9/22/20 | Injunction Against Harassment | J0404PO2020000165 | Payson Regional Justice Court | Protected Information | Colette Cleaves | Colette Cleaves / 285 W Piant Pony Cir Payson AZ 85541 | Colette Cleaves / 285 W Piant Pony Cir Payson AZ 85541 | 9/23/20 | Served | | | | McDaniel |
| 9/23/20 | Notice to Appear; Petition | JV202000116 | Gila County Superior Court | State of Arizona | Protected Information | Protected Information | None | 9/23/20 | Attempted | | | | McDaniel |
| 9/23/20 | Notice to Appear; Petition | JV202000116 | Gila County Superior Court | State of Arizona | Protected Information | Nicholas Robinson / Protected Information | Nicholas Robinson / Protected Information | 9/23/20 | Attempted | | | | McDaniel |
| 9/23/20 | Notice to Appear; Petition | JV202000116 | Gila County Superior Court | State of Arizona | Protected Information | Nicholas Robinson / Protected Information | Nicholas Robinson / Protected Information | 9/23/20 | Served | | | | McDaniel |
| 9/17/20 | Summons | J0404TR2020000138 | Payson Regional Justice Court | State of Arizona | Terrell Webb | Terrell Webb / 909 S Beeline Hwy Payson AZ 85541 | Terrell Webb / 909 S Beeline Hwy Payson AZ 85541 | 9/23/20 | Served | | | | McDaniel |
| 9/22/20 | Zoning Violation/Summons | CP2006-021 | Community Development | Gila County | Darell & Tamara Johnson | Darell & Tamara Johnson / 7610 N Toya Vista Rd Payson AZ 85541 | Darell Johnson / 7610 N Toya Vista Rd Payson AZ 85541 | 9/23/20 | Served | | | | McDaniel |
| 9/22/20 | Zoning Violation/Summons | CP2006-006 | Community Development | Gila County | Francisco Ramirez | Francisco Ramirez / 4904 n Jeans Way Strawberry AZ 85544 | Francisco Ramirez / 4904 n Jeans Way Strawberry AZ 85544 | 9/23/20 | Served | | | | McDaniel |
| 9/22/20 | Zoning Violation/Summons | CP1911015 | Community Development | Gila County | Joseph Soldevere | Joseph Soldevere / 3056 N Neal Dr Payson AZ 85541 | Janet Soldevere / 3056 N Neal Dr Payson AZ 85541 | 9/23/20 | Served | | | | McDaniel |
| 9/22/20 | Zoning Violation/Summons | CP2007004 | Community Development | Gila County | Charles Casey III & Barbara Kerr- Casey | Charles Casey III & Barbara Kerr- Casey / 5141 N Trails End Pine AZ 85544 | None | 9/23/20 | Attempted | | | | McDaniel |

Constable Activity Log - Monthly



Constable: Tony McDaniel

Deputy: Terry Phillips

Constable Clerk: Kimberly Rust

County: Gila

Precinct: Payson

Total Cases Served/Attempted:

216

Mileage Total: 2790.0

| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|--------------------------------|-------------------|-------------------------------|---------------------------------|--|--|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 9/22/20 | Zoning Violation/Summons | CP2007004 | Community Development | Gila County | Charles Casey III & Barbara Kerr-Casey | Charles Casey III & Barbara Kerr-Casey / 5141 N Trails End Pine AZ 85544 | Charles Casey III / 5141 N Trails End Pine AZ 85544 | 9/23/20 | Served | | | | McDaniel |
| 9/23/20 | Injunction Against Harassment | J0404PO2020000166 | Payson Regional Justice Court | Protected Information | Samuel Worthington | Samuel Worthington / 1307 W Paint Pony Dr Payson AZ 85541 | Samuel Worthington / 1307 W Paint Pony Dr Payson AZ 85541 | 9/23/20 | Served | | | | McDaniel |
| 9/24/20 | Petition & Order to Show Cause | CV201300188 | Gila County Superior Court | A. Sears Family Investments INC | thomas R Sears | Sonic Corp / SR 87 Mile Post 251 Payson AZ 85541 | Coty Hargaus / SR 87 & Mile Post 251 Payson AZ 85541 | 9/24/20 | Served | | | 92.2 | McDaniel |
| 9/24/20 | Injunction Against Harassment | J0404PO2020000169 | Payson Regional Justice Court | Protected Information | David Edmiston | David Edmiston / 8804 W Emmas View Strawberry AZ 85544 | David Edmiston / 8804 W Emmas View Strawberry AZ 85544 | 9/24/20 | Served | | | | McDaniel |
| 9/24/20 | Injunction Against Harassment | J0404PO2020000167 | Payson Regional Justice Court | Protected Information | Sharon Roberts | Sharon Roberts / 110 W Airport #20 Payson AZ 85541 | None | 9/24/20 | Attempted | | | | McDaniel |
| 9/24/20 | Injunction Against Harassment | J0404PO2020000167 | Payson Regional Justice Court | Protected Information | Sharon Roberts | Sharon Roberts / 110 W Airport #20 Payson AZ 85541 | None | 9/24/20 | Attempted | | | | McDaniel |
| 9/24/20 | Injunction Against Harassment | J0404PO2020000167 | Payson Regional Justice Court | Protected Information | Sharon Roberts | Sharon Roberts / 110 W Airport #20 Payson AZ 85541 | None | 9/24/20 | Attempted | | | | McDaniel |
| 9/24/20 | Injunction Against Harassment | J0404PO2020000167 | Payson Regional Justice Court | Protected Information | Sharon Roberts | Sharon Roberts / 110 W Airport #20 Payson AZ 85541 | Sharon Roberts / 110 W Airport #20 Payson AZ 85541 | 9/25/20 | Served | | | 91.0 | McDaniel |
| 9/24/20 | Order to Appear | DO202000210 | Gila County Superior Court | Thor Nudson | Angelica Nudson | Angelica Nudson / 610 E Tahoe Vista Payson AZ 85541 | Angelica Nudson / 610 E Tahoe Vista Payson AZ 85541 | 9/25/20 | Served | | | | McDaniel |
| 9/25/20 | Summons | CR2020355 | Gila County Superior Court | State of Arizona | Van Lyell Wilson | Van Lyell Wilson / 3933 E AZ HWY 260 #69 Star Valley AZ 85541 | Van Lyell Wilson / 3933 E AZ HWY 260 #69 Star Valley AZ 85541 | 9/25/20 | Served | | | | McDaniel |
| 9/25/20 | Summons | CR202000393 | Gila County Superior Court | State of Arizona | Marilyn Dorn | Marilyn Dorn / 506 E Saguaro Cir Payson AZ 85541 | Marilyn Dorn / 506 E Saguaro Cir Payson AZ 85541 | 9/25/20 | Served | | | | McDaniel |
| 9/25/20 | Summons | CR202000396 | Gila County Superior Court | State of Arizona | Jacquelyn Dillman | Jacquelyn Dillman / 600 S Oak St; #7A Payson AZ 85541 | None | 9/25/20 | Attempted | | | | McDaniel |
| 9/25/20 | Summons | CR202000396 | Gila County Superior Court | State of Arizona | Jacquelyn Dillman | Jacquelyn Dillman / 535 W Oxbow Trl; unit 7 Payson AZ 85541 | None | 9/25/20 | Attempted | | | | McDaniel |
| 9/25/20 | Summons | CR202000396 | Gila County Superior Court | State of Arizona | Jacquelyn Dillman | Jacquelyn Dillman / 805 E HWY 260 Payson AZ 85541 | Jacquelyn Dillman / 805 E HWY 260 Payson AZ 85541 | 9/25/20 | Served | | | | McDaniel |
| 9/25/20 | Summons | CR2020-00394 | Gila County Superior Court | State of Arizona | Brenda Joy Christianson | Brenda Joy Christianson / 141 W Haight Rd #18 Star Valley AZ 85541 | None | 9/25/20 | Attempted | | | | McDaniel |
| 9/25/20 | Summons & Complaint | 2020CV236UN | Payson Regional Justice Court | LVNV Funding LLC | Keth Hunsinger & J. Doe | Keth Hunsinger & J. Doe / 304 S Kodz Payson AZ 85541 | Tracy Hunsinger / 304 S Kodz Payson AZ 85541 | 9/25/20 | Served | | | | McDaniel |
| 9/25/20 | Order of Protection | J0404PO2020000171 | Payson Regional Justice Court | Protected Information | Joseph Corrigan | Joseph Corrigan / 200 E Malibu Dr Payson AZ 85541 | None | 9/25/20 | Attempted | | | | McDaniel |
| 9/25/20 | Order of Protection | J0404PO2020000171 | Payson Regional Justice Court | Protected Information | Joseph Corrigan | Joseph Corrigan / 401 S Mariposa Payson AZ 85541 | None | 9/25/20 | Attempted | | | | McDaniel |
| 9/25/20 | Order of Protection | J0404PO2020000170 | Payson Regional Justice Court | Protected Information | Trinity Levi Cooper | Trinity Levi Cooper / 100 N Beeline HWY Payson AZ 85541 | Trinity Levi Cooper / 100 N Beeline HWY Payson AZ 85541 | 9/25/20 | Served | | | | McDaniel |
| 9/25/20 | Order of Protection | J0404PO2020000171 | Payson Regional Justice Court | Protected Information | Joseph Corrigan | Joseph Corrigan / 401 S Mariposa Payson AZ 85541 | Joseph Corrigan / 401 S Mariposa Payson AZ 85541 | 9/28/20 | Attempted | | | 141.7 | McDaniel |

Constable Activity Log - Monthly



Constable: Tony McDaniel

Deputy: Terry Phillips
Constable Clerk: Kimberly Rust

County: Gila

Precinct: Payson

Total Cases Served/Attempted:

216

Mileage Total: 2790.0

| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|-------------------------------|-------------------|-------------------------------|-----------------------|------------------|--|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 9/28/20 | Order of Protection | J0404PO2020000176 | Payson Regional Justice Court | Protected Information | Chris Woessner | Chris Woessner / 704 S McLane Rd Payson AZ 85541 | Chris Woessner / 704 S McLane Rd Payson AZ 85541 | 9/28/20 | Served | | | | McDaniel |
| 9/28/20 | Letter | 2020CM12106 | Payson Magistrate Court | State of Arizona | Raymond Ryan Jr | Raymond Ryan Jr / 105 E Main St #102 Payson AZ 85541 | None | 9/28/20 | Attempted | | | | McDaniel |
| 9/28/20 | Letter | 2020CM29 | Payson Regional Justice Court | State of Arizona | Raymond Ryan Jr | Raymond Ryan Jr / 105 E Main St #102 Payson AZ 85541 | None | 9/28/20 | Attempted | | | | McDaniel |
| 9/28/20 | Letter | 2020CM12106 | Payson Magistrate Court | State of Arizona | Raymond Ryan Jr | Raymond Ryan Jr / 608 S McLane Payson AZ 85541 | Raymond Ryan Jr / 608 S McLane Payson AZ 85541 | 9/28/20 | Served | | | | McDaniel |
| 9/28/20 | Letter | 2020CM29 | Payson Regional Justice Court | State of Arizona | Raymond Ryan Jr | Raymond Ryan Jr / 608 S McLane Payson AZ 85541 | Raymond Ryan Jr / 608 S McLane Payson AZ 85541 | 9/28/20 | Served | | | | McDaniel |
| 9/28/20 | DCPI Order | JD202000055 | Gila County Superior Court | Protected Information | None | Southwest Behavioral / Protected Information Payson AZ 85541 | Becky Conway / Protected Information | 9/28/20 | Served | | | | McDaniel |
| 9/28/20 | DCPI Order | JD202000055 | Gila County Superior Court | Protected Information | None | Community Bridges / Protected Information Payson AZ 85541 | Wayne Kimble / Protected Information Payson AZ 85541 | 9/28/20 | Served | | | | McDaniel |
| 9/22/20 | Criminal Subpoena | CR20200130 | Gila County Superior Court | State of Arizona | Clinton Randall | Officer Cadwell / 303 N Beeline HWY Payson AZ 85541 | J. Cadwell / 108 W Main St Payson AZ 85541 | 9/28/20 | Served | | | | Deputy Sanks |
| 9/28/20 | Order of Protection | J0404PO2020000174 | Payson Regional Justice Court | Protected Information | Chenoa Arnett | Chenoa Arnett / 704 S McLane Payson AZ 85541 | None | 9/28/20 | Attempted | | | | McDaniel |
| 9/28/20 | Injunction Against Harassment | J0404PO2020000173 | Payson Regional Justice Court | Protected Information | Treva Speiser | Treva Speiser / 33 Sunbeam Star Valley AZ 85541 | None | 9/28/20 | Attempted | | | | McDaniel |
| 9/28/20 | Injunction Against Harassment | J0404PO2020000173 | Payson Regional Justice Court | Protected Information | Treva Speiser | Treva Speiser / 60 Sunbeam Star Valley AZ 85541 | None | 9/28/20 | Attempted | | | | McDaniel |
| 9/28/20 | Injunction Against Harassment | J0404PO2020000173 | Payson Regional Justice Court | Protected Information | Treva Speiser | Treva Speiser / 60 Sunbeam Star Valley AZ 85541 | Treva Speiser / 60 Sunbeam Star Valley AZ 85541 | 9/28/20 | Served | | | | McDaniel |
| 9/28/20 | Order of Protection | J0404PO2020000175 | Payson Regional Justice Court | Protected Information | Penny Perry | Penny Perry / 704 S McLane Rd Payson AZ 85541 | None | 9/28/20 | Attempted | | | | McDaniel |
| 9/28/20 | Order of Protection | J0404PO2020000175 | Payson Regional Justice Court | Protected Information | Penny Perry | Penny Perry / 704 S McLane Rd Payson AZ 85541 | Penny Perry / 704 S McLane Rd Payson AZ 85541 | 9/28/20 | Served | | | | McDaniel |
| 9/28/20 | Letter | 2020CM1216 | Payson Magistrate Court | State of Arizona | Abelardo Dagnino | Abelardo Dagnino / TAR 20 Payson AZ 85541 | Abelardo Dagnino / TAR 20 Payson AZ 85541 | 9/28/20 | Served | | | | McDaniel |
| 9/28/20 | Injunction Against Harassment | J0404PO2020000177 | Payson Regional Justice Court | Protected Information | Robert Schmidt | Robert Schmidt / 1501 N Beeline HWY #25 Payson AZ 85541 | Robert Schmidt / 1501 N Beeline HWY #25 Payson AZ 85541 | 9/28/20 | Served | | | | McDaniel |
| 9/28/20 | Order of Protection | J0801PO2020000145 | Payson Regional Justice Court | Protected Information | Candace Cole | Candace Cole / Protected Information | none | 9/28/20 | Attempted | | | | McDaniel |
| 9/28/20 | Order of Protection | J0801PO2020000145 | Payson Regional Justice Court | Protected Information | Candace Cole | Candace Cole / Protected Information | none | 9/28/20 | Attempted | | | | McDaniel |
| 9/28/20 | Order of Protection | J0801PO2020000145 | Payson Regional Justice Court | Protected Information | Candace Cole | Candace Cole / Protected Information | none | 9/28/20 | Attempted | | | | McDaniel |
| 9/25/20 | Summons & Complaint | 2020CV237UN | Payson Regional Justice Court | LVNV Funding LLC | Michael Gauvin | Michael Gauvin / 57560 N HWY 188 #6 Jakes Corner AZ 85541 | None | 9/28/20 | Attempted | | | | McDaniel |

Constable Activity Log - Monthly



Constable: Tony McDaniel

Deputy: Terry Phillips
Constable Clerk: Kimberly Rust

County: Gila

Precinct: Payson

Total Cases Served/Attempted:

216

Mileage Total: **2790.0**

| Date Received | Type of Document | Case No. | Court | Plaintiff | Defendant | Address | Person Served/ Served Via | Date Served | Service | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|---|-------------------|-------------------------------|-----------------------|------------------------|--|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 9/25/20 | Summons & Complaint | 2020CV237UN | Payson Regional Justice Court | LVNV Funding LLC | Michael Gauvin | Michael Gauvin / 57560 N HWY 188 #16 Jakes Corner AZ 85541 | None | 9/28/20 | Attempted | | | | McDaniel |
| 9/29/20 | Workplace Injunction Against Harassment | J0404PO2020000178 | Payson Regional Justice Court | Protected Information | William Hamel | William Hamel / 108 W Main St (Jail) Payson AZ 85541 | William Hamel / 108 W Main St (Jail) Payson AZ 85541 | 9/29/20 | Served | | | 208.5 | Deputy Thomason |
| 9/29/20 | Subpoena | M0444CT2020012866 | Payson Magistrate Court | State of Arizona | Rory Stiles | Officer Meredith / 303 N Beeline HWY Payson AZ 85541 | PPD Records Vieira / 303 N Beeline HWY Payson AZ 85541 | 9/29/20 | Served | | | | McDaniel |
| 9/28/20 | Order of Protection | J0801PO2020001145 | Payson Regional Justice Court | Protected Information | Candace Cole | Candace Cole / Protected Information | Candace Cole / Protected Information | 9/29/20 | Served | | | | McDaniel |
| 9/29/20 | Letter | 2020TR12041 | Payson Magistrate Court | State of Arizona | Neil Landers | Neil Landers / 809 W Longhorn Rd #D15 Payson AZ 85541 | None | 9/29/20 | Attempted | | | | McDaniel |
| 9/29/20 | Letter | 2020TR13043 | Payson Magistrate Court | State of Arizona | Neil Landers | Neil Landers / 809 W Longhorn Rd #D15 Payson AZ 85541 | None | 9/29/20 | Attempted | | | | McDaniel |
| 9/29/20 | Letter | 2020TR12041 | Payson Magistrate Court | State of Arizona | Neil Landers | Neil Landers / 807 S Westerly #15 Payson AZ 85541 | None | 9/29/20 | Attempted | | | | McDaniel |
| 9/29/20 | Letter | 2020TR13043 | Payson Magistrate Court | State of Arizona | Neil Landers | Neil Landers / 807 S Westerly #15 Payson AZ 85541 | None | 9/29/20 | Attempted | | | | McDaniel |
| 9/29/20 | Injunction Against Harassment | J0404PO2020000179 | Payson Regional Justice Court | Protected Information | Laycie Burghart | Laycie Burghart / Protected Information | Laycie Burghart / Protected Information | 9/29/20 | Served | | | | McDaniel |
| 9/29/20 | Subpoena | M0444CT2020012883 | Payson Magistrate Court | State of Arizona | Matthew Moon | Officer Gomez / 303 N Beeline HWY Payson AZ 85541 | PPD Records Haynie / 303 N Beeline HWY Payson AZ 85541 | 9/29/20 | Served | | | | McDaniel |
| 9/29/20 | Subpoena | M0444CT2020012692 | Payson Magistrate Court | State of Arizona | Matthew Moon | Officer Erickson / 303 N Beeline HWY Payson AZ 85541 | PPD Records Haynie / 303 N Beeline HWY Payson AZ 85541 | 9/29/20 | Served | | | | McDaniel |
| 9/25/20 | Summons & Complaint | 2020CV237UN | Payson Regional Justice Court | LVNV Funding LLC | Michael Gauvin | Michael Gauvin / 57560 N HWY 188 #16 Jakes Corner AZ 85541 | None | 9/29/20 | Attempted | | | | McDaniel |
| 9/25/20 | Summons & Complaint | 2020CV237UN | Payson Regional Justice Court | LVNV Funding LLC | Michael Gauvin | Michael Gauvin / 57560 N HWY 188 #16 Jakes Corner AZ 85541 | Michael Gauvin / 57560 N HWY 188 #16 Jakes Corner AZ 85541 | 9/29/20 | Served | | | | McDaniel |
| 9/30/20 | Summons | M0444CM2020012131 | Payson Magistrate Court | State of Arizona | Klayton Sayer | Klayton Sayer / 1311 N Matterhorn Rd Payson AZ 85541 | None | 9/30/20 | Attempted | | | 71.7 | McDaniel |
| 9/29/20 | Order of Protection | P0400PO2020000516 | Gila County Superior Court | Protected Information | Sharon Roberts | Sharon Roberts / 110 W Airport #20 Payson AZ 85541 | Sharon Roberts / 110 W Airport #20 Payson AZ 85541 | 9/30/20 | Served | | | | McDaniel |
| 9/30/20 | Motion | 2020CV2055C | Payson Regional Justice Court | Robin Dancer | Carmela Norton Webster | Robin Dancer / 300 W Frontier St #6 Payson AZ 85541 | Robin Dancer / 300 W Frontier St #6 Payson AZ 85541 | 9/30/20 | Served | | | | McDaniel |
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GRANT # _____

REMITTING AGENCY Payson Regional Constable Office #334

| Account Code | Direct Deposit / Check # | Revenue Description | Amount | |
|-----------------|--------------------------------|---------------------|--------|----|
| 005.374.3405.80 | 1169 | Service Food | 2297 | 36 |
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| | | | 2297 | 36 |

Approved Signature: R. M. [Signature] 6018 Title Constable

TREASURER By Samuel M. Albano Date 10.5.2008

ORIGINATING OFFICE 141246

ARF-6316

Consent Agenda Item 4. F.

Regular BOS Meeting

Meeting Date: 11/03/2020

Reporting Period: Recorder's Office Monthly Report for September 2020

Submitted For: Sadie Bingham, Recorder

Submitted By: Charlotte Williams, Chief Deputy Recorder

Information

Subject

Recorder's Office Monthly Report for September 2020

Suggested Motion

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

Attachments

Recorder's September 2020 Monthly Report



Gila County Recorder

REPORT FOR THE MONTH OF SEPTEMBER 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 09/01/2020 To 09/30/2020

Deposit Totals

| Payment Type | Actual Total | Adjusted Total |
|---------------------|--------------|----------------|
| Cash | \$1,219.95 | |
| Check | \$25,348.86 | |
| Credit Card OTC | \$1,744.88 | |
| Electronic Transfer | \$34,350.00 | |
| Total Deposit | \$62,663.69 | |

Included Tills

| Bank Deposit | Deposited | Till | Expected | Actual Adjusted | Bank Account |
|--------------|--------------|------------------------------|-------------|-----------------|--------------|
| 7066 | Sep 1, 2020 | 12_Payson_Tue / 6840 | \$1,875.00 | \$1,875.00 | Bank Account |
| 7069 | Sep 2, 2020 | 3_ReceiptStation1_Wed / 6841 | \$1,492.00 | \$1,492.00 | Bank Account |
| 7070 | Sep 2, 2020 | 13_Payson_Wed / 6842 | \$1,333.00 | \$1,333.00 | Bank Account |
| 7071 | Sep 3, 2020 | 4_ReceiptStation1_Thu / 6843 | \$2,506.65 | \$2,506.65 | Bank Account |
| 7072 | Sep 3, 2020 | 14_Payson_Thu / 6844 | \$1,425.00 | \$1,425.00 | Bank Account |
| 7073 | Sep 4, 2020 | 5_ReceiptStation1_Fri / 6845 | \$1,682.11 | \$1,682.11 | Bank Account |
| 7074 | Sep 4, 2020 | 15_Payson_Fri / 6846 | \$1,981.00 | \$1,981.00 | Bank Account |
| 7075 | Sep 8, 2020 | 2_ReceiptStation1_Tue / 6848 | \$996.00 | \$996.00 | Bank Account |
| 7076 | Sep 8, 2020 | 12_Payson_Tue / 6847 | \$2,644.00 | \$2,644.00 | Bank Account |
| 7077 | Sep 9, 2020 | 13_Payson_Wed / 6850 | \$2,034.00 | \$2,034.00 | Bank Account |
| 7078 | Sep 9, 2020 | 3_ReceiptStation1_Wed / 6849 | \$14,583.70 | \$14,583.70 | Bank Account |
| 7079 | Sep 10, 2020 | 4_ReceiptStation1_Thu / 6851 | \$1,828.14 | \$1,828.14 | Bank Account |
| 7080 | Sep 10, 2020 | 14_Payson_Thu / 6852 | \$1,655.00 | \$1,655.00 | Bank Account |
| 7081 | Sep 11, 2020 | 15_Payson_Fri / 6854 | \$1,697.00 | \$1,697.00 | Bank Account |
| 7082 | Sep 11, 2020 | 5_ReceiptStation1_Fri / 6853 | \$1,892.00 | \$1,892.00 | Bank Account |
| 7083 | Sep 14, 2020 | 11_Payson_Mon / 6855 | \$1,742.00 | \$1,742.00 | Bank Account |
| 7084 | Sep 14, 2020 | 1_ReceiptStation1_Mon / 6856 | \$562.00 | \$562.00 | Bank Account |
| 7085 | Sep 15, 2020 | 2_ReceiptStation1_Tue / 6858 | \$9,037.55 | \$9,037.55 | Bank Account |
| 7086 | Sep 15, 2020 | 12_Payson_Tue / 6859 | \$1,365.00 | \$1,365.00 | Bank Account |
| 7087 | Sep 16, 2020 | 3_ReceiptStation1_Wed / 6861 | \$2,385.00 | \$2,385.00 | Bank Account |
| 7088 | Sep 16, 2020 | 13_Payson_Wed / 6860 | \$1,082.00 | \$1,082.00 | Bank Account |
| 7089 | Sep 17, 2020 | 4_ReceiptStation1_Thu / 6862 | \$1,490.00 | \$1,490.00 | Bank Account |
| 7090 | Sep 17, 2020 | 14_Payson_Thu / 6863 | \$1,680.00 | \$1,680.00 | Bank Account |
| 7091 | Sep 18, 2020 | 5_ReceiptStation1_Fri / 6864 | \$3,445.09 | \$3,445.09 | Bank Account |
| 7092 | Sep 18, 2020 | 15_Payson_Fri / 6865 | \$544.00 | \$544.00 | Bank Account |
| 7093 | Sep 21, 2020 | 1_ReceiptStation1_Mon / 6866 | \$2,292.00 | \$2,292.00 | Bank Account |
| 7094 | Sep 21, 2020 | 11_Payson_Mon / 6867 | \$1,577.00 | \$1,577.00 | Bank Account |
| 7096 | Sep 22, 2020 | 2_ReceiptStation1_Tue / 6868 | \$1,769.00 | \$1,769.00 | Bank Account |
| 7097 | Sep 23, 2020 | 3_ReceiptStation1_Wed / 6870 | \$1,829.00 | \$1,829.00 | Bank Account |
| 7098 | Sep 23, 2020 | 13_Payson_Wed / 6871 | \$1,445.00 | \$1,445.00 | Bank Account |
| 7099 | Sep 24, 2020 | 14_Payson_Thu / 6873 | \$1,440.00 | \$1,440.00 | Bank Account |
| 7100 | Sep 24, 2020 | 4_ReceiptStation1_Thu / 6872 | \$1,663.00 | \$1,663.00 | Bank Account |
| 7101 | Sep 25, 2020 | 5_ReceiptStation1_Fri / 6874 | \$1,979.50 | \$1,979.50 | Bank Account |
| 7102 | Sep 25, 2020 | 15_Payson_Fri / 6875 | \$2,220.00 | \$2,220.00 | Bank Account |
| 7106 | Sep 1, 2020 | 2_ReceiptStation1_Tue / 6838 | \$220.00 | \$220.00 | Bank Account |
| 7107 | Sep 26, 2020 | previousday / 6877 | \$0.00 | \$0.00 | Bank Account |
| 7111 | Sep 28, 2020 | 1_ReceiptStation1_Mon / 6880 | \$1,615.00 | \$1,615.00 | Bank Account |
| 7112 | Sep 28, 2020 | 11_Payson_Mon / 6879 | \$2,326.00 | \$2,326.00 | Bank Account |
| 7113 | Sep 29, 2020 | 2_ReceiptStation1_Tue / 6881 | \$3,553.00 | \$3,553.00 | Bank Account |
| 7114 | Sep 29, 2020 | 12_Payson_Tue / 6882 | \$2,153.00 | \$2,153.00 | Bank Account |
| 7115 | Sep 30, 2020 | 13_Payson_Wed / 6884 | \$4,351.00 | \$4,351.00 | Bank Account |
| 7116 | Sep 30, 2020 | 3_ReceiptStation1_Wed / 6883 | \$316.95 | \$316.95 | Bank Account |

Bank Deposit

From 09/01/2020 To 09/30/2020

| | | | | |
|------|-----------------------------------|------------|------------|--------------|
| 7119 | Sep 30, 2020 Web / 6857 | \$6.00 | \$6.00 | Bank Account |
| 7124 | Sep 30, 2020 previousday / 6887 | \$2,520.00 | \$2,520.00 | Bank Account |
| 7134 | Sep 22, 2020 12_Payson_Tue / 6869 | \$1,743.00 | \$1,743.00 | Bank Account |
| 7135 | Sep 22, 2020 previousday / 6902 | \$90.00 | \$90.00 | Bank Account |

Total \$98,065.69 \$98,065.69
 Non-Deposit Total (\$35,402.00) (\$35,402.00)
Deposit Total \$62,663.69 \$62,663.69
 Total Till Over/Short \$0.00

Journal Activity

| Account | | Debits | Credits | Net |
|----------------------------|---|--------------------|----------------------|----------------------|
| Asset | | | | |
| 1005SuspensePrePayAccounts | 1005 Suspense - Prepay | \$1,046.00 | (\$100.00) | \$946.00 |
| Cash | Cash/Check | \$26,568.81 | \$0.00 | \$26,568.81 |
| creditcard | credit card | \$1,744.88 | \$0.00 | \$1,744.88 |
| creditcardweb | Credit Card Web | \$6.00 | \$0.00 | \$6.00 |
| D-1005-120-01-4612-023 | Recording Fee (deferred) | \$99.00 | (\$99.00) | \$0.00 |
| D-7145-120-01-4775-004 | Recorder Storage and Retrieval (deferred) | \$36.00 | (\$36.00) | \$0.00 |
| ETransfer | Electronic Transfers | \$34,350.00 | \$0.00 | \$34,350.00 |
| | Total | \$63,850.69 | (\$235.00) | \$63,615.69 |
| Liability | | | | |
| 1005SuspenseChargeAccounts | 1005 Suspense - Charge | \$135.00 | (\$135.00) | \$0.00 |
| | Total | \$135.00 | (\$135.00) | \$0.00 |
| Expense | | | | |
| | Total | \$0.00 | \$0.00 | \$0.00 |
| Revenue | | | | |
| 1005-120-01-4612-001 | Copies | \$0.00 | (\$756.00) | (\$756.00) |
| 1005-120-01-4612-002 | Certified Seal | \$0.00 | (\$39.00) | (\$39.00) |
| 1005-120-01-4612-012 | Overpayment | \$0.00 | (\$5.50) | (\$5.50) |
| 1005-120-01-4612-018 | Misc Fees (Notification) | \$0.00 | (\$14.00) | (\$14.00) |
| 1005-120-01-4612-023 | Recording Fee | \$0.00 | (\$37,105.00) | (\$37,105.00) |
| 1005-120-01-4612-023-1 | General Fund - Voter | \$0.00 | (\$10,516.19) | (\$10,516.19) |
| 7145-120-01-4775-004 | Recorder Storage and Retrieval | \$0.00 | (\$5,800.00) | (\$5,800.00) |
| 7146-120-01-4612 | Mining Fees | \$0.00 | (\$5.00) | (\$5.00) |
| 7146-120-01-4776-009 | State Mining Fees | \$0.00 | (\$20.00) | (\$20.00) |
| 7147-120-01-4612-018 | Voter | \$0.00 | (\$8,610.00) | (\$8,610.00) |
| 7147-120-01-4774-031 | Miscellaneous | \$0.00 | (\$745.00) | (\$745.00) |
| eRecording | eRecording | \$34,215.00 | (\$34,215.00) | \$0.00 |
| | Total | \$34,215.00 | (\$97,830.69) | (\$63,615.69) |
| | Total | \$98,200.69 | (\$98,200.69) | \$0.00 |

Range Summary

| Range | Account | Debits | Credits | Net |
|------------|--------------------|--------------------|---------------|--------------------|
| Cash/Check | | | | |
| | Cash Cash/Check | \$26,568.81 | \$0.00 | \$26,568.81 |
| | Range Total | \$26,568.81 | \$0.00 | \$26,568.81 |

House Account Summary

Gila County AZ Recorder

For the Period of 09/01/2020 - 09/30/2020

Immediate and Deferred Accounts

| House Account ID | House Account Name | Starting Balance | Charges | Payments | Ending Balance |
|------------------|---------------------------------------|------------------|-----------|-------------|----------------|
| ACCU | ACCUSEARCH | (129.00) | 5.00 | 0.00 | (124.00) |
| ADOT | AZ DEPT OF TRANS | (224.50) | 8.00 | 0.00 | (216.50) |
| APS | APS/COPIES | (80.00) | 0.00 | 0.00 | (80.00) |
| APSR | APS/RECORDINGS | (289.00) | 0.00 | 0.00 | (289.00) |
| ARARS | AZ RESEARCH & RETRIEVAL SVCS | (142.00) | 5.00 | 0.00 | (137.00) |
| 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 | (525.00) | 93.00 | 0.00 | (432.00) |
| 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 | (185.00) | 54.00 | 0.00 | (131.00) |
| D3 | D3 Title Agency | (100.00) | 0.00 | 0.00 | (100.00) |
| DS | DATA SERVICES | (1,000.00) | 15,300.00 | (15,300.00) | (1,000.00) |
| EMP | EMPIRE WEST TITLE AGENCY LLC | (83.00) | 0.00 | 0.00 | (83.00) |
| EPN | eRecording Partners Network | (1,000.00) | 1,140.00 | (1,140.00) | (1,000.00) |
| EQUIT | EQUITY SERVICES | (50.00) | 0.00 | 0.00 | (50.00) |
| FARES | CORELOGIC | (2,701.40) | 190.00 | 0.00 | (2,511.40) |
| FATM | FIRST AMERICAN MICROFICHE | (37.20) | 0.00 | 0.00 | (37.20) |
| FNDS | BLACK KNIGHT FINANCIAL SERVICES | (1,853.20) | 190.00 | 0.00 | (1,663.20) |
| GCCD | GILA COUNTY COMMUNITY | 164.50 | 0.00 | 0.00 | 164.50 |

House Account Summary

Gila County AZ Recorder

For the Period of 09/01/2020 - 09/30/2020

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) | 180.00 | (180.00) | (1,000.00) |
| Ingeo | Ingeo - eRecording | (1,127.00) | 4,230.00 | (4,230.00) | (1,127.00) |
| IRS | INTERNAL REVENUE SERVICE | (82.00) | 135.00 | (135.00) | (82.00) |
| LA001 | First American Title Lenders Advantage | (428.50) | 0.00 | 0.00 | (428.50) |
| LTIC | Lawyers Title of Arizona inc | (156.00) | 0.00 | 0.00 | (156.00) |
| MHK | MORRIS HALL KINGHORN | (266.00) | 0.00 | 0.00 | (266.00) |
| 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 | (7,296.00) | 175.00 | 0.00 | (7,121.00) |
| PTP2 | PIONEER TITLE AGENCY RECORDINGS 2 | (6,451.00) | 48.00 | 0.00 | (6,403.00) |
| Public Works Floodplain | Gila County | (81.00) | 0.00 | 0.00 | (81.00) |
| RSSI | RECORD SEARCHING SERVICES INC | (202.00) | 18.00 | 0.00 | (184.00) |
| RUI | RESEARCH UNLIMITED INC | (83.00) | 0.00 | 0.00 | (83.00) |
| simplifile | Simplifile - eRecording | (2,285.00) | 13,365.00 | (13,365.00) | (2,285.00) |
| SOUTHWES DIV | FIRST AMERICAN TITLE | (979.20) | 0.00 | 0.00 | (979.20) |
| TD | Timely Documents | (98.00) | 0.00 | 0.00 | (98.00) |
| ZILL | ZILLOW | (760.00) | 190.00 | 0.00 | (570.00) |

House Account Summary

Gila County AZ Recorder

For the Period of 09/01/2020 - 09/30/2020

Immediate and Deferred Accounts

| House Account ID | House Account Name | Starting Balance | Charges | Payments | Ending Balance |
|------------------|--------------------|------------------|-----------|-------------|----------------|
| Totals | | (34,967.70) | 35,326.00 | (34,350.00) | (33,991.70) |

Check to

\$ 63,615.6

| Account | DS | EPN | Indecomm | Ingeo | IRS | Simplifile |
|--------------------|--------------|-------------|-----------|-------------|-----------|--------------|
| Amount applied | \$ 12,780.00 | \$ 1,020.00 | \$ 180.00 | \$ 3,960.00 | \$ 135.00 | \$ 12,795.00 |
| To come in October | \$ 1,020.00 | \$ 120.00 | | \$ 270.00 | | \$ 570.00 |
| | \$1,500.00 | | | | | |
| | | | | | | |
| Total | \$ 15,300.00 | \$ 1,140.00 | \$ 180.00 | \$ 4,230.00 | \$ 135.00 | \$ 13,365.00 |

ARF-6324

Consent Agenda Item 4. G.

Regular BOS Meeting

Meeting Date: 11/03/2020

Reporting Period: Monthly Report for September 2020

Submitted For: Mary Navarro, Justice Court Operations Mgr.

Submitted By: Mary Navarro, Justice Court Operations Mgr.

Information

Subject

Globe Regional Justice of the Peace's Office Monthly Report for September 2020

Suggested Motion

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

Attachments

Monthly Report for September 2020 by Globe Regional Justice Court


| September, 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 | \$ 232.81 | \$ 11.64 | \$ 221.17 |
| Drug and Gang Enforcement Fines | ZDECJ | | STATE | \$ 131.49 | \$ 6.57 | \$ 124.92 |
| Dangerous Plants, Pests, & Diseases Trust Fund | ZDPP | | STATE | \$ - | \$ - | \$ - |
| Domestic Violence Shelter Fund | ZDVSF | | STATE | \$ 30.39 | \$ 1.52 | \$ 28.87 |
| FARE Special Collection Fee 19% | ZFAR1 | | STATE | \$ 2,501.02 | \$ - | \$ 2,501.02 |
| FARE Delinquency Fee \$35.00 | ZFAR2 | | STATE | \$ 1,055.37 | \$ - | \$ 1,055.37 |
| FARE Enhanced Special Collections Fee | ZFAR3 | | STATE | \$ 632.87 | \$ - | \$ 632.87 |
| FARE Enhancement Fee \$49.00 | ZFAR4 | | STATE | \$ 927.08 | \$ - | \$ 927.08 |
| Game and Fish - Wildlife | ZGF | | STATE | \$ - | \$ - | \$ - |
| Extra DUI Assessment \$500 | ZGFDU | | STATE | \$ 437.37 | \$ 21.87 | \$ 415.50 |
| HURF 1 28-5438, 2533C | ZHRF1 | | STATE | \$ - | \$ - | \$ - |
| HURF 3 28-5433C, 4139 | ZHRF3 | | STATE | \$ - | \$ - | \$ - |
| HURF - to DPS | ZHRFD | | STATE | \$ - | \$ - | \$ - |
| Registrar of Contractors | ZRCA | | STATE | \$ - | \$ - | \$ - |
| Display Suspended Plates (DPS) | ZSLPD | | STATE | \$ - | \$ - | \$ - |
| State Photo Enforcement Base Fine | ZSPBF | | STATE | \$ - | \$ - | \$ - |
| State Photo Enforcement Clean Election Surcharge | ZSPCE | | STATE | \$ - | \$ - | \$ - |
| Public Safety Equipment Fund | ZPSEF | | STATE | \$ 2,621.18 | \$ 131.06 | \$ 2,490.12 |
| State Treasurer General Fund | ZSTAT | | STATE | \$ - | \$ - | \$ - |
| AZ DPS Forensics Fund | ZADPS | 0872-2061 | | \$ 461.79 | \$ 23.09 | \$ 438.70 |
| Alternative Dispute Resolution | ZADR | 848-2061 | T848-2061 | \$ 42.58 | \$ 2.13 | \$ 40.45 |
| Arson Detection Reward Fund 41-2167D | ZADRF | 901-2061 | T901-2061 | \$ - | \$ - | \$ - |
| Confidential Address Assessment - State Treasurer | ZCAA1 | 884-2061 | | \$ 28.88 | \$ 1.45 | \$ 27.43 |
| Confidential Address Assessment - Local | ZCAA2 | 1005.311-3800-30 | | \$ 1.52 | \$ 0.08 | \$ 1.44 |
| \$5 Constable Training Fund | ZCECF | 0915-2061 | | \$ - | \$ - | \$ - |
| Citizens Clean Elections | ZCEF | 888-2061 | T888-2061 | \$ 1,187.29 | \$ - | \$ 1,187.29 |
| Criminal Justice Enhancement 67% | ZCJEF | 812-2061 | T812-2061 | \$ 5,322.13 | \$ 266.11 | \$ 5,056.02 |
| 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 | \$ 216.22 | \$ 10.82 | \$ 205.40 |
| DUI Abatement | ZDUIA | 889-2061 | T889-2061 | \$ - | \$ - | \$ - |
| Elected Officials Retirement Fund 14.09% | ZEORF | 801-2061 | T801-2061 | \$ 317.63 | \$ 15.89 | \$ 301.74 |
| Elected Officials Retirement Plan 6.00% | ZEORP | 0874-2061 | T0874-2061 | \$ 135.18 | \$ 6.76 | \$ 128.42 |
| Extra Adult Probation Assessment | ZEXAP | 4042.335-3405.30 | X25001335-4835 | \$ 54.43 | \$ 2.73 | \$ 51.70 |
| Base Fees (General Fund) | ZFEE | 1005.311-3400.15 | X105-4615 | \$ 1,250.89 | \$ 62.55 | \$ 1,188.34 |
| Base Fines (General Fund) | ZFINE | 1005.311-3510.10 | X105-4831 | \$ 11,145.48 | \$ 557.28 | \$ 10,588.20 |
| Fill the Gap Surcharge 7% | ZFTGS | | T870-2061 | \$ 831.28 | \$ 41.57 | \$ 789.71 |
| Failure To Pay Warrant Surcharge 10% | ZFTPS | 1005.311.3400.17 | X10501311-4861 | \$ 1,032.71 | \$ 51.64 | \$ 981.07 |
| 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 | \$ 569.81 | \$ - | \$ 569.81 |
| Judicial Collection Enhancement Local % | ZJCLF | 1005.311-3400.15 | X105-4615 | \$ 141.41 | \$ - | \$ 141.41 |
| Judicial Collection Enhancement \$13 | ZJCS | 840-2061 | T840-2061 | \$ 1,058.26 | \$ - | \$ 1,058.26 |
| Judicial Collection Enhancement %PC | ZJCSF | 840-2061 | T840-2061 | \$ 365.81 | \$ 18.30 | \$ 347.51 |
| Jail (Incarceration) Fees | ZJF | 1005.300-3405.40 | X10502442-4651 | \$ 1,061.98 | \$ - | \$ 1,061.98 |
| Local Costs | ZLCL1-5 | 1005.311-3400.10 | X105-4450 | \$ 52.50 | \$ 2.63 | \$ 49.87 |
| Cost of Prosecution Reimbursement 60% | ZLCL6 | 3544.301-3400.11 | X182-4620 | \$ 894.34 | \$ - | \$ 894.34 |
| Cost of Prosecution Reimbursement 40% | ZLCL6 | 4574.333-3400.16 | X22601333-4864 | \$ 596.22 | \$ - | \$ 596.22 |
| County Attorney Bad Check Program | ZLCL7 | 3545.301-3400.11 | X183-4620 | \$ - | \$ - | \$ - |
| 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 | \$ 1,560.76 | \$ 78.04 | \$ 1,482.72 |
| 2011 Additional Assessment - State Treasurer | ZOS1 | 930-2061 | T930-2061 | \$ 1,105.75 | \$ 55.29 | \$ 1,050.46 |
| 2011 Additional Assessment - County Treasurer | ZOS2 | 931-2061 | T931-2061 | \$ 138.25 | \$ 6.92 | \$ 131.33 |
| Officer Safety Equipment - City Police - Globe (CP) | ZOS3 | 932-2061 | T932-2061 | \$ 32.89 | \$ 1.65 | \$ 31.24 |
| Officer Safety Equipment - Sheriff (SHF) | ZOS4 | 933-2061 | T933-2061 | \$ 60.86 | \$ 3.05 | \$ 57.81 |
| Officer Safety Equipment - DPS (DPS) | ZOS5 | 934-2061 | T934-2061 | \$ 427.96 | \$ 21.40 | \$ 406.56 |
| Officer Safety Equipment - MVD/ADOT (MVD) | ZOS6 | 935-2061 | T935-2061 | \$ - | \$ - | \$ - |
| Officer Safety Equipment - Game and Fish (GF) | ZOS7 | 936-2061 | T936-2061 | \$ 12.00 | \$ 0.60 | \$ 11.40 |
| Officer Safety - Registrar of Contractors (ROFC) | ZOS8 | 937-2061 | T937-2061 | \$ - | \$ - | \$ - |
| Officer Safety Equipment-Animal Control | ZOS10 | | T942-2061 | \$ - | \$ - | \$ - |
| Officer Safety Equipment - Globe Fire (FD) | ZOS13 | 938-2061 | T938-2061 | \$ - | \$ - | \$ - |
| Officer Safety Equipment - County Attorney | ZOS14 | 953-2061 | T953-2061 | \$ 2.94 | \$ 0.15 | \$ 2.79 |
| Arizona Department of Insurance (ADOI) | ZOS15 | 939-2061 | T939-2061 | \$ - | \$ - | \$ - |
| Officer Safety Equipment - Miami Police Dept. (MPD) | ZOS16 | 940-2061 | T940-2061 | \$ 15.10 | \$ 0.76 | \$ 14.34 |
| 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 | \$ - | \$ - | \$ - |
| 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 | \$ 33.01 | \$ 1.66 | \$ 31.35 |
| Over Payment Refund | ZOVR | | | \$ - | \$ - | \$ - |
| Adult Probation Fee | ZPBA | 4042.335-3405.30 | X25001335-4835 | \$ 299.09 | \$ 14.96 | \$ 284.13 |
| Prison Construction Fund | ZPCOF | 908-2061 | T908-2061 | \$ 2,243.18 | \$ 112.16 | \$ 2,131.02 |
| Peace Officer Train. Equip. Fund \$4 | ZPOTE | 0963-2061 | | \$ 420.03 | \$ 21.01 | \$ 399.02 |
| 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 | \$ 2,867.61 | \$ 143.39 | \$ 2,724.22 |
| Public Defender Fees | ZPUBZ | 1005.345-3300.00 | X105-4429 | \$ 1,001.41 | \$ - | \$ 1,001.41 |
| 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 | | | \$ - | \$ - | \$ - |
| Display Suspended Plates (Sheriff's Office) | ZSLPS | 1005.300-3510.10 | T855-2061 | \$ - | \$ - | \$ - |
| Technical Registration Fund (\$15 Drug offenses) | ZTECH | 0833-2061 | X105-4264 | \$ 61.20 | \$ 3.06 | \$ 58.14 |
| Victims Assistance Fund | ZVAF | 814-2061 | T814-2061 | \$ - | \$ - | \$ - |
| Victims Compensation Assist. Fund \$9 | ZVCAF | 0954-2061 | | \$ 383.96 | \$ 19.20 | \$ 364.76 |
| Victim Rights Enforcement Fund | ZVREA | 0957-2061 | T957-2061 | \$ 256.91 | \$ 12.85 | \$ 244.06 |
| Victim Rights Esessment Fund \$9 | ZVRF | 0847-2061 | | \$ 638.00 | \$ 31.90 | \$ 606.10 |
| Local Warrant Fee | ZWAR | | | \$ - | \$ - | \$ - |
| DARE - Sheriff's Office | ZDASO | | SHERIFF D.A.R.E | \$ 9.76 | \$ 0.49 | \$ 9.27 |
| HURF - to City Police | ZHRFC | | CITY POLICE | \$ - | \$ - | \$ - |
| Display Suspended Plates (Miami Police Dept.) | ZSLMP | | CITY POLICE | \$ - | \$ - | \$ - |
| Display Suspended Plates (Globe City Police) | ZSLPC | | CITY POLICE | \$ - | \$ - | \$ - |
| TOTALS | | | | \$ 48,409.00 | \$ 1,839.26 | \$ 46,569.74 |
| | | | | TOTAL ADJUSTED BALANCE VERIFICATION | | |
| | | | | \$ 46,569.74 | | |
| | | | | TOTAL RESTITUTION RECEIVED | | |
| | | | | \$ - | | |
| | | | | TOTAL RECEIPTS THIS MONTH | | |
| | | | | \$ 48,409.00 | | |

| DATE | CHECK NO. | AMOUNT | MONTHLY REMITTANCE TO: |
|----------|-----------|---------------------|---------------------------------------|
| 10/15/20 | 1104 | \$ 8,396.92 | ARIZONA STATE TREASURER |
| | | \$ 40,002.81 | GILA COUNTY TREASURER |
| 10/15/20 | 1105 | \$ 9.27 | GILA COUNTY SHERIFF D.A.R.E. |
| | | \$ - | GPD SUSPENDED PLATES |
| | | \$ - | MPD SUSPENDED PLATES |
| | | \$ 48,409.00 | TOTAL DISTRIBUTIONS THIS MONTH |

\$ - Over Payment Refunded

I, Jordan Reardon, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of SEPTEMBER 2020.



Justice of the Peace

GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: September, 2020

BONDS

| | |
|--|---------------------|
| BALANCE AT THE BEGINNING OF THE MONTH | \$ 20,333.00 |
| RECEIVED DURING THE MONTH | \$ 11,501.00 |
| DISBURSED DURING THE MONTH | \$ 19,900.00 |
| BALANCE AT THE END OF THE MONTH | \$ 11,934.00 |



Financial Clerk



Justice of the Peace/Court Manager

*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.

ARF-6321

Consent Agenda Item 4. H.

Regular BOS Meeting

Meeting Date: 11/03/2020

Reporting Period: September 2020

Submitted For: Dorothy Little, Justice of the Peace-Payson Region

Submitted By: Dorothy Little, Justice of the Peace-Payson Region

Information

Subject

Payson Regional Justice of the Peace's Office Monthly Report for September 2020.

Suggested Motion

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

Attachments

September 2020 reports

PAYSON JUSTICE COURT TREASURER'S RECAP

| SEPTEMBER, 2020 | AZTEC | ACCOUNT | ACCOUNT | TOTAL AMOUNT | 5% FILL THE GAP | ADJUSTED |
|---|-------|-------------------------|-----------------|--|--------------------|---------------------|
| FUND NAME | CODE | CODE | CODE | ALLOCATED | SET ASIDE | BALANCE |
| AZ DPS Forensics Fund | ZADPS | 0872-000-000-2061-00 | 0872-2061 | \$ 512.83 | \$ 25.64 | \$ 487.19 |
| Alternative Dispute Resolution | ZADR | 0848000-000-000-2061-00 | T848-2061 | \$ 47.94 | \$ 2.40 | \$ 45.54 |
| Public Defender Fee | ZPUBZ | 1005000-314-000-3400-11 | X10501314004383 | \$ - | \$ - | \$ - |
| Confidential Address Assessment - State Treasurer | ZCAA1 | 0884000-000-000-2061-00 | | \$ 81.22 | \$ 4.06 | \$ 77.16 |
| Confidential Address Assessment - Local | ZCAA2 | 1005000-302-000-3800-30 | | \$ 4.28 | \$ 0.21 | \$ 4.07 |
| Constable Ethics Committee Fund | ZCECF | 0918000-2061-00 | 0918-2061 | \$ 55.00 | \$ 2.75 | \$ 52.25 |
| Citizens Clean Elections | ZCEF | 0888000-000-000-2061-00 | T888-2061 | \$ 999.76 | \$ - | \$ 999.76 |
| Criminal Justice Enhancement 67% | ZCJEF | 0812000-000-000-2061-00 | T812-2061 | \$ 4,288.77 | \$ 214.44 | \$ 4,074.33 |
| Defensive Driving Diversion Fee | ZDDS | 1005000-314-000-3400-90 | X105-4609 | \$ 2,300.00 | \$ 115.00 | \$ 2,185.00 |
| DNA State Surcharge 3% 12-116.01C | ZDNAS | 0872000-000-000-2061-00 | T872-2061 | \$ 87.72 | \$ 4.39 | \$ 83.33 |
| Elected Officials Retirement Fund 15.30% | ZEORF | 0801000-000-000-2061-00 | T801-2061 | \$ 357.56 | \$ 17.88 | \$ 339.68 |
| Elected Officials Retirement Plan 6% | ZEORP | | | \$ 152.19 | \$ 7.61 | \$ 144.58 |
| Base Fees (General Fund) | ZFEE | 1005000-314-000-3400-15 | X105-4615 | \$ 1,407.92 | \$ 70.40 | \$ 1,337.52 |
| Base Fines (General Fund) | ZFINE | 1005000-314-000-3510-10 | X105-4831 | \$ 9,773.64 | \$ 488.68 | \$ 9,284.96 |
| Fill the Gap Surcharge 7% | ZFTGS | 0870000-000-000-2061-00 | T870-2061 | \$ 699.26 | \$ 34.96 | \$ 664.30 |
| Failure To Pay Warrant Surcharge 10% | ZFTPS | 1005000-314-000-3400-17 | X10501314004881 | \$ - | \$ - | \$ - |
| Extra DUI Assessment \$500 | ZGFDU | 0912000-000-000-2061-00 | T912-2061 | \$ 50.00 | \$ 2.50 | \$ 47.50 |
| Judicial Collection Enhancement \$7 | ZJCL | 4741000-314-000-3400-15 | X36001314004615 | \$ 302.74 | \$ - | \$ 302.74 |
| Judicial Collection Enhancement Local % | ZJCLF | 4741000-314-000-3400-15 | X36001314004615 | \$ 159.24 | \$ 7.96 | \$ 151.28 |
| Judicial Collection Enhancement \$13 | ZJCS | 0818000-000-000-2061-00 | T818-2061 | \$ 562.26 | \$ - | \$ 562.26 |
| Judicial Collection Enhancement %PC | ZJCSF | 0840000-000-000-2061-00 | T840-2061 | \$ 411.81 | \$ 20.58 | \$ 391.03 |
| Jail (Incarceration) Fees | ZJF | 1005000-300-340-3405-40 | X10502340004651 | \$ 632.00 | \$ - | \$ 632.00 |
| Local Costs | ZLCL | 1005000-314-000-3510-10 | X105-4831 | \$ - | \$ - | \$ - |
| Administrative Costs | ZMISC | 1005000-314-000-3400-99 | X105-4886 | \$ - | \$ - | \$ - |
| Medical Services Enhancement 13% | ZMSEF | 0813000-000-000-2061-00 | T813-2061 | \$ 1,298.78 | \$ 64.94 | \$ 1,233.84 |
| 2011 Additional Assessment - State Treasurer | ZOS1 | 0930000-000-000-2061-00 | | \$ 650.52 | \$ 32.53 | \$ 617.99 |
| 2011 Additional Assessment - County Treasurer | ZOS2 | 0931000-000-000-2061-00 | | \$ 81.29 | \$ 4.06 | \$ 77.23 |
| Officer Safety Equipment - City Police (CP) | ZOS3 | 0932000-000-000-2061-00 | | \$ 4.00 | \$ 0.20 | \$ 3.80 |
| Officer Safety Equipment - Sheriff (SHF) | ZOS4 | 0933000-000-000-2061-00 | | \$ 79.30 | \$ 3.97 | \$ 75.33 |
| Officer Safety Equipment - DPS (DPS) | ZOS5 | 0934000-000-000-2061-00 | | \$ 229.76 | \$ 11.49 | \$ 218.27 |
| Officer Safety Equipment - MVD/ADOT (MVD) | ZOS6 | 0935000-000-000-2061-00 | | \$ - | \$ - | \$ - |
| Officer Safety Equipment - Game and Fish (GF) | ZOS7 | 0936000-000-000-2061-00 | | \$ 8.00 | \$ 0.40 | \$ 7.60 |
| Officer Safety - Registrar of Contractors (ROC) | ZOS8 | | | \$ - | \$ - | \$ - |
| Officer Safety Equipment - Animal Control (AC) | ZOS10 | 0942000-000-000-2061-00 | | \$ - | \$ - | \$ - |
| Officer Safety - Tonto Apache Police (TAR) | ZOS15 | 0950000-000-000-2061-00 | | \$ 4.14 | \$ 0.21 | \$ 3.93 |
| Officer Safety - Department of Agriculture | ZOS17 | 0951000-000-000-2061-00 | | \$ - | \$ - | \$ - |
| Overpayment Forfeited | ZOVER | 1005000-314-000-3510-10 | X105-4831 | \$ 7.06 | \$ 0.35 | \$ 6.71 |
| Adult Probation Fee | ZPBA | 4042000-335-000-3405-30 | X25001335-4835 | \$ - | \$ - | \$ - |
| Peace Officer Training Equipment Fund | ZPOTE | 0963-2061 | | \$ 267.91 | \$ 13.40 | \$ 254.51 |
| JCEF Probation Assessment (combined) | ZPRSU | 0871000-000-000-2061-00 | T871-2061 | \$ 1,643.55 | \$ 82.18 | \$ 1,561.37 |
| Probation | | 0871000-000-000-2061-00 | T871-2061 | \$ - | \$ - | \$ - |
| Probation | | 0871000-000-000-2061-00 | T871-2061 | \$ - | \$ - | \$ - |
| Public Safety Equipment | ZPSEF | 0912000-000-000-2061-00 | T912-2061 | \$ 1,752.00 | \$ 87.60 | \$ 1,664.40 |
| Reimbursement to County Attorney 60% | ZREIM | 3544000-301-000-3400-11 | X18201301004777 | \$ 318.44 | \$ - | \$ 318.44 |
| Reimbursement to Superior Court 40% | ZREIM | 4574000-333-000-3400-16 | X226333004864 | \$ 212.29 | \$ - | \$ 212.29 |
| Security Enhancement Fee (Local) | ZSECE | | | \$ - | \$ - | \$ - |
| Technical Registration Fund (\$15 Drug Offenses) | ZTECH | 0833000-000-000-2061-00 | | \$ - | \$ - | \$ - |
| Victim Comp Assistance Fund 37.6% | ZVCAF | 0954-2061 | | \$ 242.89 | \$ 12.14 | \$ 230.75 |
| Victim Rights Enforcement Fund \$2.00 | ZVREA | 0957000-2061-00 | | \$ 162.92 | \$ 8.15 | \$ 154.77 |
| Victim Rights Fund 62.4% | ZVRF | 847-2061 | | \$ 403.61 | \$ 20.18 | \$ 383.43 |
| Forfeit Bonds to Treasurer | ZFORF | 1005000-314-000-3510-10 | X105-4831 | \$ - | \$ - | \$ - |
| AZ Native Plant Fund | ZANP | 0883-2061 | STATE/COUNTY | \$ - | \$ - | \$ - |
| ARSON | ZADRF | 0883-2061 | STATE/COUNTY | \$ - | \$ - | \$ - |
| Child Passenger Restraint | ZCPRF | 0883-2061 | STATE/COUNTY | \$ 133.24 | \$ 6.66 | \$ 126.58 |
| Drug and Gang Enforcement Acct | ZDECJ | 0883-2061 | STATE/COUNTY | \$ 399.11 | \$ 19.96 | \$ 379.15 |
| DUI Abatement | ZDUJA | 0883-2061 | STATE/COUNTY | \$ 500.00 | \$ 25.00 | \$ 475.00 |
| Domestic Violence Services Fund | ZDVSF | 0853-2061 | STATE/COUNTY | \$ 65.50 | \$ 4.28 | \$ 61.22 |
| FARE Special Collection Fee 19% | ZFAR1 | 0883-2061 | STATE/COUNTY | \$ 516.72 | \$ - | \$ 516.72 |
| FARE Delinquency Fee \$35.00 | ZFAR2 | 0883-2061 | STATE/COUNTY | \$ 246.01 | \$ - | \$ 246.01 |
| FARE Enhanced Special Collection Fee | ZFAR3 | 0883-2061 | STATE/COUNTY | \$ - | \$ - | \$ - |
| FARE Enhanced Delinquency Fee | ZFAR4 | 0883-2061 | STATE/COUNTY | \$ - | \$ - | \$ - |
| Game and Fish - Wildlife | ZGF | 0883-2061 | STATE/COUNTY | \$ 900.00 | \$ 45.00 | \$ 855.00 |
| HURF 1 28-5438, 2533C | ZHRF1 | 0883-2061 | STATE/COUNTY | \$ - | \$ - | \$ - |
| HURF 3 28-5433C, 4139 | ZHRF3 | 0883-2061 | STATE/COUNTY | \$ - | \$ - | \$ - |
| HURF - to DPS | ZHRFD | 0883-2061 | STATE/COUNTY | \$ - | \$ - | \$ - |
| Prison Construction Fund & Ops Fund | ZPCOF | 0883-2061 | STATE/COUNTY | \$ 468.02 | \$ 23.40 | \$ 444.62 |
| Registrar of Contractors | ZRCA | 0883-2061 | STATE/COUNTY | \$ - | \$ - | \$ - |
| State Highway Fund | ZSHWY | 0883-2061 | STATE/COUNTY | \$ - | \$ - | \$ - |
| State Highway Work Zone Fund | ZSHWZ | 0883-2061 | STATE/COUNTY | \$ - | \$ - | \$ - |
| Display Suspended Plates (DPS) | ZSLPD | 0883-2061 | STATE/COUNTY | \$ - | \$ - | \$ - |
| Sex Offender Mon Fund | ZSQMF | 0883-2061 | STATE/COUNTY | \$ - | \$ - | \$ - |
| State Photo Enforcement Base Fine | ZSPBF | 0883-2061 | STATE/COUNTY | \$ - | \$ - | \$ - |
| State Photo Enforcement Clean Election Surcharge | ZSPCE | 0883-2061 | STATE/COUNTY | \$ - | \$ - | \$ - |
| Bad Check Program - County Attorney | ZBAD | | COUNTY ATTY | \$ - | \$ - | \$ - |
| Gila County DARE Program | ZDARE | 0855-2061 | GILA COUNTY | \$ - | \$ - | \$ - |
| HURF - to Sheriff's Office 28-5533G | ZHRFS | | SHERIFF | \$ - | \$ - | \$ - |
| Display Suspended Plates (Sheriff's Office) | ZSLPS | | SHERIFF | \$ 24.75 | \$ 1.24 | \$ 23.51 |
| HURF - to City Police | ZHRFC | | CITY POLICE | \$ - | \$ - | \$ - |
| Display Suspended Plates (Citing agency) | ZSLPC | | CITY POLICE | \$ - | \$ - | \$ - |
| Display Suspended Plates (T.A.R. Police) | ZSLPA | | T.A.R. POLICE | \$ - | \$ - | \$ - |
| TOTALS | | | | \$ 33,525.75 | \$ 1,486.80 | \$ 32,038.95 |
| | | | | TOTAL ADJUSTED BALANCE VERIFICATION | | |
| | | | | \$ 32,038.95 | | |

| DATE | CHECK NO. | AMOUNT | MONTHLY REMITTANCE TO: |
|---------|-----------|---------------------|---------------------------------------|
| 10/5/20 | 6605 | \$ 30,377.94 | GILA COUNTY TREASURER |
| | | \$ 3,124.30 | ARIZONA STATE TREASURER |
| | | \$ - | GILA COUNTY BAD CHECK PROGRAM |
| | | \$ - | Gila County: DARE |
| | | \$ 23.51 | SHERIFF SUSPENDED PLATES AND HURF |
| | | \$ - | CITY POLICE SUSPENDED PLATES AND HURF |
| | | \$ - | T.A.R. POLICE SUSPENDED PLATES |
| | | \$ 33,525.75 | TOTAL DISTRIBUTIONS THIS MONTH |

ALL FUNDS REMITTED TO GILA COUNTY TREASURER

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for SEPTEMBER, 2020.

DOROTHY A. LITTLE
Gila County Justice of the Peace

Limited Jurisdiction Courts
Misdemeanor, Criminal And Civil Traffic Caseload Summary By Case
PAYSON REGIONAL JUSTICE COURT - 404

START DATE : 9/1/2020 END DATE :9/30/2020

| LINE ID | CASE TYPE | Total Filings & Dispositions | | Clearance Rate | Cases Pending End Of Month | Cases on Warrants Status |
|---------|---------------------------------------|------------------------------|----------------------|----------------|-------------------------------|-----------------------------|
| | | Total Filings* | Total Dispositions** | Clearance Rate | | |
| | Section - 1 Misdemeanor | | | | | |
| | Person | | | | | |
| A | Person-Sex Offenses | <u>0</u> | <u>0</u> | 0.00 % | <u>0</u> | <u>0</u> |
| B | Person-Kidnapping | <u>0</u> | <u>0</u> | 0.00 % | <u>0</u> | <u>0</u> |
| C | Person-Aggravated Assaults | <u>0</u> | <u>0</u> | 0.00 % | <u>1</u> | <u>0</u> |
| D | Person-Other Assaults | <u>5</u> | <u>2</u> | 40.00 % | <u>64</u> | <u>39</u> |
| | Property | | | | | |
| E | Property-Burglary | <u>0</u> | <u>0</u> | 0.00 % | <u>0</u> | <u>0</u> |
| F | Property-Auto Theft | <u>0</u> | <u>0</u> | 0.00 % | <u>0</u> | <u>0</u> |
| G | Property-Other | <u>2</u> | <u>2</u> | 100.00 % | <u>58</u> | <u>57</u> |
| | Other | | | | | |
| H | Drug Possession/Paraphernalia | <u>9</u> | <u>7</u> | 77.78 % | <u>115</u> | <u>100</u> |
| I | Weapons | <u>0</u> | <u>0</u> | 0.00 % | <u>0</u> | <u>0</u> |
| J | Public Order | <u>8</u> | <u>4</u> | 50.00 % | <u>78</u> | <u>62</u> |
| K | Interfering With Judicial Proceedings | <u>1</u> | <u>0</u> | 0.00 % | <u>9</u> | <u>6</u> |
| L | Failure to Appear/Misd&CrimTraffic | <u>0</u> | <u>0</u> | 0.00 % | <u>5</u> | <u>1</u> |
| M | Petty Offenses | <u>1</u> | <u>0</u> | 0.00 % | <u>6</u> | <u>1</u> |
| N | Other | <u>11</u> | <u>6</u> | 54.55 % | <u>100</u> | <u>95</u> |

| | | | | | | |
|---|-----------------------------------|--------------------|--------------------|----------|---------------------|---------------------|
| O | Section 1: Total Misdemeanor | 37 | 21 | 56.76 % | 436 | 361 |
| | Section - 2 Criminal Traffic | | | | | |
| | DUI | | | | | |
| A | Motor Vehicle | 3 | 4 | 133.33 % | 58 | 58 |
| B | Extreme Motor Vehicle | 0 | 0 | 0.00 % | 26 | 29 |
| C | Boating/Flying | 0 | 0 | 0.00 % | 0 | 0 |
| | Serious Violations | | | | | |
| D | Leaving the Scene | 1 | 1 | 100.00 % | 3 | 1 |
| E | Reckless Driving | 0 | 1 | 0.00 % | 8 | 0 |
| F | Racing on Highway | 0 | 0 | 0.00 % | 0 | 0 |
| G | All Other | 0 | 0 | 0.00 % | 2 | 0 |
| | Other Violations | | | | | |
| H | Criminal Speed | 3 | 2 | 66.67 % | 42 | 14 |
| I | All Other | 4 | 13 | 325.00 % | 292 | 335 |
| J | Section 2: Total Criminal Traffic | 11 | 21 | 190.91 % | 431 | 437 |
| | Section - 3 CivilTraffic | | | | | |
| A | Driver License | 3 | 2 | 66.67 % | 17 | 0 |
| B | Registration | 8 | 1 | 12.50 % | 51 | 0 |
| C | Insurance | 10 | 6 | 60.00 % | 81 | 0 |
| D | Speeding | 43 | 33 | 76.74 % | 186 | 1 |
| E | Excessive Speeding | 12 | 5 | 41.67 % | 37 | 1 |
| F | Red Light | 3 | 0 | 0.00 % | 5 | 0 |
| G | Seat Belt | 10 | 6 | 60.00 % | 23 | 0 |
| H | State DPS Photo Enforcement | 0 | 0 | 0.00 % | 0 | 0 |
| I | Other Civil Traffic | 22 | 14 | 63.64 % | 177 | 1 |

| | | | | | | |
|---|---|------------|------------|----------|-------------|------------|
| J | Section 3: Total Civil Traffic | 111 | 67 | 60.36 % | 577 | 3 |
| | Section - 4 Local - Non Criminal Ordinances | | | | | |
| A | Parking | <u>0</u> | <u>0</u> | 0.00 % | <u>0</u> | <u>0</u> |
| B | Non-Parking | <u>2</u> | <u>2</u> | 100.00 % | <u>1</u> | <u>0</u> |
| | Section - 5 Felony | | | | | |
| A | Total Felony | <u>14</u> | <u>11</u> | 78.57 % | <u>61</u> | <u>10</u> |
| | GRAND TOTAL | 175 | 122 | 69.71 % | 1506 | 811 |
| | Section - 6 Domestic Violence | | | | | |
| A | Felony-Domestic Violence | <u>1</u> | <u>0</u> | 0.00 % | <u>2</u> | <u>0</u> |
| B | Misdemeanor-Domestic Violence | <u>4</u> | <u>0</u> | 0.00 % | <u>64</u> | <u>0</u> |
| | Section - 7 Special Case Characteristics | | | | | |
| A | Self Represented Litigants | <u>161</u> | <u>109</u> | 67.70 % | <u>1369</u> | <u>765</u> |
| B | Interpreter Services Provided | <u>0</u> | <u>0</u> | 0.00 % | <u>0</u> | <u>0</u> |

Limited Jurisdiction Courts
Civil Caseload Summary Report
PAYSON REGIONAL JUSTICE COURT - 404

START DATE : 9/1/2020 END DATE : 9/30/2020

| | 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 | Statistical |
| | | Active | Inactive | | | | | Entry of Judgment | Reopened | | Active |
| | Section - 1 Civil | | | | | | | | | | |
| A | Small Claims | <u>27</u> | <u>0</u> | <u>1</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>5</u> | <u>0</u> | <u>0</u> | |
| B | Forcible Detainer / Eviction Action | <u>4</u> | <u>0</u> | <u>10</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>6</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>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> | |
| 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>140</u> | <u>1</u> | <u>18</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>34</u> | <u>0</u> | <u>0</u> | |
| G | Total Civil Complaints | 172 | 1 | 29 | 0 | 0 | 0 | 45 | 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>19</u> | <u>0</u> | <u>17</u> | <u>0</u> | <u>1</u> | <u>0</u> | <u>17</u> | <u>0</u> | <u>0</u> | |
| C | Injunction Against Harassment | <u>29</u> | <u>0</u> | <u>17</u> | <u>0</u> | <u>3</u> | <u>0</u> | <u>17</u> | <u>0</u> | <u>0</u> | |
| D | Injunction Against Workplace Harassment | <u>1</u> | <u>0</u> | <u>2</u> | <u>0</u> | <u>0</u> | <u>0</u> | <u>2</u> | <u>0</u> | <u>0</u> | |
| | Section - 3 Special Case Characteristics | | | | | | | | | | |
| A | Self Represented Litigants | <u>220</u> | <u>1</u> | <u>64</u> | <u>0</u> | <u>4</u> | <u>0</u> | <u>80</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 |
| | | |
| | 23 | 0 |
| | 8 | 0 |
| | 0 | 0 |
| | 1 | 0 |
| | 0 | 0 |
| | 124 | 1 |
| | 156 | 1 |
| | | |
| | 0 | 0 |
| | 20 | 0 |
| | 32 | 0 |
| | 1 | 0 |
| | | |
| | 208 | 1 |
| | 0 | 0 |