

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/UckCHWVqrI5AmJKbvYbO-k2A/live>

Citizens may submit written comments related to the December 1st Regular Meeting agenda by no later than 5 p.m. on Monday, November 30th, 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, DECEMBER 1, 2020 - 10:00 A.M. REVISED

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE -
INVOCATION**
2. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to acknowledge the letter of certification for the November 3, 2020, Gila County school district elections held within Gila County as submitted by the Gila County School Superintendent. **(Roy Sandoval)**
 - B. Information/Discussion/Action to authorize the advertisement for Request for Qualifications No. 111020-*Indigent Legal Attorney Services*. **(Jonathan Bearup)**

- C. Information/Discussion/Action to approve Amendment Nos. 2 and 3 to an Intergovernmental Agreement (Contract No. ADHS18-177678) between Gila County and the Arizona Department of Health Services to replace the Price Sheet which includes funding for an additional \$202,500 as needed through June 30, 2021, and to revise the Scope of Work. **(Michael O'Driscoll)**
- D. Information/Discussion/Action to authorize the cancellation of an Intergovernmental Agreement between the Town of Star Valley and Gila County Animal Control which includes sending the required 30-day cancellation notification to the Town of Star Valley. **(Michael O'Driscoll)**
- E. Information/Discussion/Action to approve Amendment No. 1 to Contract No. 072920-*Sub-Grantee for COVID-19 Incident Management Support* between Gila County and Command Solutions 4 to change the contract from \$442,000 to \$882,000 and extend the term of the contract to February 28, 2022. **(Michael O'Driscoll)**
- F. Information/Discussion/Action to authorize the publication of a Notice of Public Auction for the sale of miscellaneous surplus vehicles and equipment. **(Mary Springer)**
- G. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 110520-*CRS-2P & MC-800 Chip Oils* to be used by the Gila County Consolidated Roads Division. **(Steve Sanders)**
- H. Information/Discussion/Action to approve the use of a Cooperative Purchasing Agreement between Sourcewell and Inland Kenworth Inc. under Contract No. 060920-KTC in an amount not to exceed \$102,185.73 for the purchase of a 2021 water truck, and authorize the Chairman's signature on the awarded contract. **(Steve Sanders)**

- I. Information/Discussion/Action to appoint members of the Board of Supervisors to the following boards, committees, and organizations for the calendar year 2021: County Supervisors Association Legislative Policy Committee; Eastern Arizona Counties Organization; Correctional Officers Retirement Plan (CORP) Local Board for Sheriff's Office Detention Officers and Non-Uniformed Officers; Gila County Local Emergency Planning Committee; Central Arizona Governments Regional Council; Gila County Community College Allied Health Care Advisory Committee; Gila County College Industry and Mining Advisory Board; CORP Local Board for Sheriff's Office Dispatchers; Public Safety Personnel Retirement System Local Board; Gila County Board of Health; San Carlos Apache Tribe Partnership Steering Committee; and Coalition of Arizona/New Mexico Counties. **(Woody Cline)**
- J. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 101-09-129 and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Marian Sheppard)**
- 3. **CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**
 - A. Appointment of the following Libertarian Party Precinct Committeemen in Gila County: Bruce Orin Wales -Payson #2 Precinct; Lawrence I. Hoffenberg -Payson #8 Precinct; and Jeff Daniels-Zane Gray Precinct.
 - B. Approval of the Board of Supervisors' November 17, 2020, meeting minutes.
 - C. Acknowledgment of the October 2020 monthly activity report submitted by the Clerk of the Superior Court's Office.

- D. Acknowledgment of the October 2020 monthly activity report submitted by the Recorder's Office.
 - E. Acknowledgment of the October 2020 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.
 - F. Acknowledgment of the October 2020 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
 - G. Acknowledgment of the October 2020 monthly report submitted by the Globe Regional Constable's Office.
 - H. Acknowledgment of the October 2020 monthly activity report submitted by Payson Regional Constable's Office.
4. **CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
5. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

6. **EXECUTIVE SESSION ITEMS:**

- A. Pursuant to A.R.S. § 38-431.03 (1), vote to convene in executive session to discuss and consider a proposed four-year employment contract between Gila County and W. James Menlove for the period January 1, 2021, through December 31, 2024. **(Woody Cline)**

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-6353

Regular Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 12/01/2020

Submitted For: Roy Sandoval, School Superintendent

Submitted By: Cindy Fisher-Smith, Executive Assistant

Department: School Superintendent's Office

Information

Request/Subject

Gila County School Superintendent's Letter of Certification for the November 3, 2020, Gila County School District Elections

Background Information

The Superintendent of Gila County Schools called for Gila County school district elections that were held on November 3, 2020, in order to seek voter approval for the four-year open terms of school board members. In accordance with Arizona Revised Statute § 15-426, the School Superintendent has submitted a certification of the returns for the canvass of the Gila County school district elections held on November 3, 2020.

Evaluation

On December 1, 2020, the Superintendent of Gila County Schools canvassed the results of the November 3, 2020 election. In accordance with Arizona Revised Statute § 15-426, a letter of certification has been submitted to the Board of Supervisors.

Conclusion

The Superintendent of Gila County Schools has submitted a letter of certification in compliance with Arizona Revised Statute § 15-426 for acknowledgment by the Board of Supervisors.

Recommendation

Roy Sandoval, Gila County School Superintendent, recommends that the Gila County Board of Supervisors acknowledge the letter of certification for the November 3, 2020, Gila County school district elections as submitted.

Suggested Motion

Information/Discussion/Action to acknowledge the letter of certification for the November 3, 2020, Gila County school district elections held within Gila County as submitted by the Gila County School Superintendent. **(Roy Sandoval)**

Attachments

Canvass Letter

Election Results

A.R.S. 15-426

Roy A. Sandoval
Gila County School Superintendent
rsandoval@gilacountyaz.gov



Nick Montague
Chief Deputy School Superintendent
nmontague@gilacountyaz.gov

GILA COUNTY
SUPERINTENDENT OF SCHOOLS

1400 E. Ash Street
Globe, Arizona 85501
(928) 402-8784

December 1, 2020

Gila County Board of Supervisors
1400 E. Ash Street
Globe, Arizona 85501

The Honorable Gila County Board of Supervisors:

RE: OFFICIAL CANVASS

I, the undersigned, being the Superintendent of Gila County Schools, do hereby certify that on the 1st day of December 2020, the Gila County School Superintendent's Office did canvass the returns of the November 3, 2020 elections held within Gila County, Arizona and do testify that the tabulation of votes attached hereto is a true and correct copy of all votes cast at said election.

IN WITNESS WHEREOF, I have affixed my signature at Gila County, Arizona on this 1st day of December 2020.

Gila County School Superintendent



Roy A. Sandoval

Attest:

Marian Sheppard
Clerk of the Board of Supervisors

Summary Results Report
2020 General Election
November 3, 2020

Unofficial Results
County of Gila,
State of Arizona

Council Member Town of Payson
Vote For 1

	TOTAL	VOTE %	Early	Election Day	Provisional
ROSE, DEBORAH	4,017	47.34%	3,566	434	17
SCHINSTOCK, JOLYNN	4,430	52.20%	4,002	418	10
Write-In Totals	39	0.46%	35	4	0
Total Votes Cast	8,486	100.00%	7,603	856	27
Overvotes	4		3	1	0
Undervotes	1,864		1,699	156	9
Contest Totals	10,354		9,305	1,013	36

Board Member Globe Unified School District #1
Vote For 3

	TOTAL	VOTE %	Early	Election Day	Provisional
BROWN-QUINTERO, LISA	2,074	24.63%	1,772	293	9
CARLSON, CHRISTINE	1,964	23.32%	1,672	277	15
HERNANDEZ, ANTHONY	2,111	25.07%	1,761	333	17
SANDERS, JACQUE	2,196	26.07%	1,896	290	10
Write-In Totals	77	0.91%	54	23	0
Total Votes Cast	8,422	100.00%	7,155	1,216	51
Overvotes	12		9	3	0
Undervotes	5,324		4,242	1,025	57
Contest Totals	13,758		11,406	2,244	108

15-426. Tally and canvass of votes; certificate of election; oath of office

A. The officers of a special election shall, as soon as the polls are closed, tally the votes cast, enclose one list of the persons voting and one copy of the tally sheet in a cover and seal and direct the cover and its contents to the county school superintendent. The inspector shall place in the ballot box one list of the persons voting, one copy of the tally sheets and the ballots. The inspector shall lock the ballot box until the county school superintendent and the chairman of the board of supervisors meet to canvass the returns. Unless otherwise specified in this title, the officers of a regular school election shall proceed in the manner provided in title 16 for the tally of votes.

B. The county school superintendent and the chairman of the board of supervisors shall meet within thirty days, unless otherwise specified in this title, following the date of any school election and canvass the returns in accordance with procedures for the canvass of returns in a general election. The county school superintendent shall declare the results of the election, shall declare elected the person receiving the highest number of votes for each office to be filled, and shall issue to him a certificate of election.

C. When each governing board member elected subscribes to the oath of office attached to the certificate, it shall be forwarded on the same day to the county school superintendent. Members of governing boards may administer the oath of office to each other.

ARF-6354

Regular Agenda Item 2. B.

Regular BOS Meeting

Meeting Date: 12/01/2020

Submitted For: Jonathan Bearup, Court Administrator

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: FY 2021

Budgeted?: Yes

Contract Dates 07-01-21 to 06-30-22 Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Request to Advertise Request for Qualifications No. 111020-*Indigent Legal Attorney Services*

Background Information

It is the intent of this solicitation to procure legal representation for indigent citizens of Gila County in juvenile dependency cases; probate (guardianship/conservatorship) cases; Guardian ad Litem appointments; and appointments as Best Interest Attorney.

Gila County is responsible for providing legal representation in certain matters to citizens who are found to be indigent. Court Administration is requesting approval to advertise for professional legal services.

Evaluation

At the request of the Presiding Judge, Court Administration was tasked with evaluating the current format for indigent legal counsel in juvenile dependency cases; probate (guardianship/conservatorship) cases; Guardian ad Litem appointments; and appointments as Best Interest Attorney.

The motivations for the evaluation were primarily three-fold: 1) although contracts were developed in 2014 there has never been a procurement of professional legal services according to County policy; 2) Court Administration has a fiduciary responsibility to Gila County to ensure that compensation is fair and accountable; and 3) the current system of

indigent defense, which is believed to have been in place for twenty years or so, has never been re-evaluated or otherwise assessed.

An analysis of case filing data, in conjunction with research into current appointment trends, was used to arrive at a new format for the provision of indigent legal services. The proposed format was assessed as being cost-neutral in terms of budgetary impact.

Conclusion

In order to meet the three primary goals stated above, the Court Administration is seeking to advertise for services to align with the new approach.

Recommendation

Staff recommends proceeding with advertising Request for Qualifications No. 111020-*Indigent Legal Attorney Services*.

Suggested Motion

Information/Discussion/Action to authorize the advertisement for Request for Qualifications No. 111020-*Indigent Legal Attorney Services*.

(Jonathan Bearup)

Attachments

Request to Advertise

RFQ No 111020 Indigent Defense Attorney Services

EXHIBIT "H"

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

All departments procuring purchases in excess of \$50,000 that requires advertising for bids must follow the Procurement Procedures and must complete Item "I" of this form prior to such purchase. The requesting department is responsible for writing necessary specifications and routing them, including this form and completed Bid Request Form to the Purchasing Department. This Form must be completed and have a copy of the specifications attached before routing begins. All Requests and Specifications will be in accordance with the Arizona Revised Statutes and the latest version of the Gila County Purchasing Policy and Procedures.

IS THIS A REQUEST FOR <i>Check one</i> Bids _____ Proposals _____ Qualifications <u> X </u>	REQUEST NUMBER _____ <i>(For Procurement Use Only)</i>
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I. DESCRIPTION: *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.*

FUNDING	PROJECTS: <u>Indigent Legal Services</u>
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Fund <u>1005</u>	Dept No. <u>345</u>	Program _____	Location _____	Account <u>4210.14</u>
Fund <u>4542</u>	Dept No. <u>333</u>	Program _____	Location _____	Account <u>4210.10</u>

INTENT
 It is the intent of this solicitation to establish a contract with a contractor to provide for janitorial service of facilities located in Southern Gila County.

Signed: *Carrie Amador, Deputy* Date 11-12-2020
Elected Official or Department Head For Jon Bearup Court Administrator

II. DEPARTMENTAL INFORMATION ONLY: *Action Dates*

DATE	Department Receipt _____	Placed on Agenda _____
	Presented to Board _____	Approved to Call _____
	Delivered to Paper _____	Paper Name _____
	Advertised From _____	To _____
	Closing Date _____	Bid Award Date _____
	Awarded To _____	Pre-Bid Meeting Date _____

III. OTHER APPROVAL: *Only as necessary*

Department Name: _____

Department Head Signature _____ Date _____

Department Name: _____

Department Head Signature _____ Date _____

IV. APPROVED

Finance Director Signature _____ Date _____

REQUEST FOR QUALIFICATIONS NO. 111020

INDIGENT LEGAL ATTORNEY SERVICES

GILA COUNTY



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

County Manager
James Menlove



**GILA COUNTY
PROCUREMENT GROUP
NOTICE OF REQUEST FOR
QUALIFICATIONS
SOLICITATION NUMBER
111020**

**1400 East Ash Street
Globe, Arizona
85501**

BID DUE DATE: January 28, 2021

TIME: 3:00 PM

DESCRIPTION: Indigent Legal Attorney Services

PRE-BID CONFERENCE: Not Applicable

Bid Submittal Location: Gila County Procurement, 1400 E. Ash St., Globe, AZ 85501

Bid Opening Location: Gila County Copper Building Conference Room
1400 E. Ash Street, Globe, AZ 85501

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 Qualifications.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Copper Building Conference Room, 1350 E. Monroe St., Globe, AZ, or another 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 bidders 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 Clerk of the Board's Department, 1400 E. Ash Street, Globe, AZ.

Payson Roundup advertisement dates: December 8, 2020 and December 15, 2020

Signed: _____
Woody Cline, Chairman, Board of Supervisors

Date: _____

Signed: _____
The Gila County Attorney's Office

Date: _____

REQUEST FOR QUALIFICATIONS

INDEX

Section A	Request for Qualifications
Section B	Purpose of the RFQ/Intent/Evaluation Criteria
Section C	Instructions to Respondents
Section D	Qualifications
Section E	Scope of Work

Gila County General Provisions

****NOTE:*** *The General Provisions are being provided solely for the purpose of the potential bidder to be aware of Gila County's liability requirements and contract format.*

Section A. **REQUEST FOR QUALIFICATIONS**

RFQ NO. 111020

It is the intent of Gila County to hire attorneys to perform the services as outlined in the ‘Scope of Work’ for Indigent Legal Attorney Services in Gila County.

Indigent Legal Attorney Services

Request for Qualifications are to be received in the office of:

Betty Hurst, Gila County Contracts Administrator
Copper Building
1400 E. Ash Street
Globe, AZ 85501

Until: 3:00 p.m. on January 28, 2021, at which time a representative of the Purchasing Services Department shall announce publicly the names of those firms submitting responses. No other public disclosure shall be made until after award of the contract.

All inquiries regarding this request shall be directed to:

Name: Betty Hurst, Gila County Contracts Administrator
Address: 1400 E. Ash Street
 Globe, AZ 85501

Phone: (928) 402-4355
Email: bhurst@gilacountyaz.gov

Section B. **PURPOSE OF THE RFQ**

1. The intent of this RFQ is to establish a listing of qualified attorneys to provide legal representation to indigent persons as assigned by the Superior Court or Court Administration. Attorneys interested in being selected for the proposed work shall submit their proposal to Betty Hurst – Gila County Contracts Administrator, by January 28, 2021 at 3:00 P.M.
2. Any questions regarding the proposed work must be submitted in writing no later than 3:00 P.M. on January 18, 2021. All questions will be answered in writing no later than January 24, 2021 at 3:00 P.M.
3. Proposals will be evaluated based on the minimum requirements and the evaluation criteria set forth in Section D.

Section C. **INSTRUCTIONS TO RESPONDENTS**

RFQ's shall be addressed and delivered to:

Name: Betty Hurst
Gila County Contracts Administrator
Address: 1400 E. Ash Street
Globe, AZ 85501

Responses shall be in a sealed envelope marked as follows:

Name of Respondent
Title of Respondent
RFQ Title and Number
Date and Time Response is Due

No telephonic, telegraphic, or facsimile responses shall be considered. Responses received after the time for closing shall be returned to the respondent unopened.

1. Responses shall be submitted in **5** copies.
2. No department, school, or office at the County has the authority to solicit official responses other than the Finance Department. All solicitation is performed under the direct supervision of the Finance Director and in complete accordance with Gila County policies and procedures.
3. Responding firms **may** be requested to meet with the selection committee to discuss their Request for Qualifications. Scheduling of these discussions shall be accomplished by Court Administration.
4. Any information considered to be proprietary by the respondent shall be placed in a separate envelope and marked "Proprietary Information." To the extent the Finance Director concurs, this information shall not be considered public information. The Finance Director is the final authority as to the extent of material which is considered confidential. Pricing information cannot be considered proprietary.

5. If responding by express mail, allow sufficient time for delivery. Globe is considered a rural area; thereby Federal Express deliveries are often made late in the afternoon. RFQ proposals may not be faxed nor electronically transmitted to the County. Proposals, which are received after the deadline, will not be considered. Respondents must ensure delivery (not postmarking) by the date and time indicated above.
6. Proposals shall be signed by an authorized agent of the company.

Section D. **QUALIFICATIONS**

Applicant Evaluation

All applicant attorneys' qualifications will be evaluated by a panel comprised of Superior Court judges and / or other court staff as designated by the Presiding Judge, based generally upon the criterion described below.

"Member – State Bar of Arizona": In order for an applicant to be considered, they must be a member of the State Bar of Arizona.

"Bar Discipline": In the evaluation of any formal Bar discipline, the panel will consider 1) the frequency of complaints; 2) the severity of the discipline imposed; and 3) the nature of the complaint (for example, ethics / moral turpitude complaints may result in a greater reduction in scoring than a technical or procedural violation.) Any unsubstantiated complaints will not be considered.

"Years of Experience": "Years of Experience" means the total number of years that an applicant attorney has been practicing in any capacity.

"Years of Experience in Specific Field Applied For": "Years of Experience in Specific Field Applied For" means the total number of years that an applicant attorney has been practicing in the specific field for which they have applied.

"References / Recommendations": The panel will evaluate references and recommendations based upon the strength of the references and / or recommendations contained in their response / Letter of Interest / Statement of Qualifications. Further, the panel may also consider the originating source of the reference / recommendation; the interpretation of the reference / recommendation as it relates to professional competencies; the length of the association between the attorney and the reference / recommendation; and any specific attributes highlighted by the reference / recommendation.

"Willingness to Travel to Payson and Globe": Scoring in this category will be based upon the applicant attorney's willingness to accept case appointments in both Payson and Globe.

"Willing to Accept Appointments in Various Case Types": The expectation is that an applicant attorney is willing to accept appointments in case types outside the primary scope of the contract.

After initial evaluation of the Qualifications received, the panel may decide to interview applicant attorneys.

“Interview”: For applicant attorneys receiving interviews, scoring will be based upon the interviewee’s demonstration of professional expertise; apparent ability to effectively advocate for indigent clients; courteous and professional demeanor; and an understanding of modern case processing.

Once the interview process is completed, the panel will rank the applicant attorneys and route the list to the Presiding Judge. The Presiding Judge will recommend some or all of the applicant attorneys to the Gila County Board of Supervisors for consideration of contract award.

Section E. **SCOPE OF SERVICES**

Gila County, in conjunction with Superior Court Administration is developing a listing of qualified attorneys to accept case assignments within Gila County Superior Courts in both Payson and Globe. The intent of this Request for Qualifications is to establish a listing of qualified attorneys to provide legal representation to indigent defendants as assigned by the Court or Court Administration. This solicitation encompasses the following areas of indigent defense practice:

- Juvenile Dependency
- Guardianship / Conservatorship
- “Best Interests Attorney” services
- Guardian ad Litem

All case assignments made to contracted attorneys pursuant to an award under this solicitation shall be under the new contract terms and compensation schedules specified within this solicitation.

Contractors agree to fully comply with all terms and conditions specified within this solicitation for inclusion on the list of qualified Gila County Indigent Defense Attorneys. Each applicant shall register as a vendor with Gila County and shall comply with the requirements of vendor registration upon submission of their application and response to this solicitation. Additionally, fees and compensation for each area of practice are predetermined and are not negotiable, except as otherwise noted.

Submission of an application in response to this solicitation shall signify full understanding and agreement with the terms and conditions of the solicitation. Applicants shall clearly designate the area or areas of practice for which they are applying. No guarantee is made regarding the frequency of assignments or volume of work that any attorney may be offered. For purposes of this solicitation only, the terms “Contractor”, “Attorney” and “Applicant” are used inter-changeably to mean the individual who successfully responds to this solicitation and is placed on the list of qualified Indigent Legal Services Attorneys for Gila County.

INDIGENT LEGAL ATTORNEY SERVICES REQUIREMENTS

I. CONTRACTOR’S RESPONSIBILITIES

- A. **CASE ASSIGNMENT:** The Court, under the terms of this solicitation and at its sole discretion, shall assign cases.

B. **NON-EXCLUSIVE STATUS:** Gila County may contract for the same or similar professional services through persons other than Contractor

C. **EFFECTIVE REPRESENTATION:** Contractor shall comply with the Arizona Rules of Professional Conduct, State and Local Court Rules and the written administrative and procedural policies and procedures established by the Court(s). *Contractor shall effectively represent the client including, but not limited to:*

- 1 Contacting and conferring with the Client concerning the representation within a reasonable or mandated amount of time upon notice of assignment.
- 2 Maintaining reasonable contact and adequately communicating with the client until the representation is terminated.
- 3 Promptly assembling the core defense team and continually monitoring the case for the need of additional expert, investigative, or other ancillary professional services.
- 4 Continually monitoring the Client's mental, physical and emotional condition for effects on Client's legal position.
- 5 Using reasonable diligence in notifying the Client of necessary Court appearances, including any Court action that arises out of the Client's non-appearance.
- 6 Conducting all out-of-Court preparation required for competent representation of the Client, including a prompt and thorough Client interview and such additional interviews and investigation as may be appropriate.
- 7 Appearing in Court on time and prepared for scheduled proceedings, unless prior arrangements have been made with the Court.
- 8 Displaying appropriate respectful professional demeanor and conduct in all dealings with the Court, opposing counsel, parties and the Client.
- 9 Facilitating the work of successor counsel.
- 10 Recognition of legal issues.
- 11 Effective legal research and use of motions.
- 12 Effective case development including thorough interviews, appropriate use of investigators, and timely and comprehensive witness interviews.
- 13 Effectiveness in negotiations.
- 14 Thorough and effective trial preparation including anticipation of key legal issues, evaluations of admissibility of evidence, discussion of the Client's role including possible testimony, and preparation of witnesses including the Client if necessary.
- 15 Willingness to try cases.
- 16 Advocacy skills.
- 17 Follow any representation standards adopted by the Supreme Court (i.e. children requirements / adoptions).
- 18 Appropriate ongoing training in Dependency Court processes and related fields.

II. REQUIRED QUALIFICATIONS & DOCUMENTATION TO BE SUPPLIED

- A. **MINIMUM QUALIFICATIONS:** To qualify as pre-qualified Indigent Attorney for assignment of Dependency cases with Gila County, Attorney must *minimally* possess all of the listed qualifications specified herein and provide documentation verifying same as noted herein.

1. **EDUCATION AND LICENSURE**

- a) Applicant shall be a graduate of an ABA accredited law school;
- b) Applicant shall be a member in good standing with the State Bar of Arizona;
- c) Applicant shall be licensed by the State Bar of Arizona;
- d) Applicant shall maintain their good standing within the State Bar of Arizona as well as his/her licensure for the duration of contract award if accepted by Gila County as a qualified Attorney for Indigent Legal Attorney Services and for placement on its roster of qualified attorneys.
- e) Applicant must include with his/her application packet the following documentation:
 - 1) A copy of his/her diploma and/or copy of official transcripts from the accredited law school from which they graduated; *and*
 - 2) A copy of his/her State Bar of Arizona card.
 - 3) Copies of his/her insurance certificates, including any “riders” should applicant have previously been approved for contract and is now applying as a solo practitioner or is affiliated with a new law firm.

2. **EXPERIENCE**

- a. Applicant shall have at least one (1) year experience in one or more of the following categories of legal practice:
 - 1) Dependency or delinquency law
 - 2) Child welfare system
 - 3) Family law
 - 4) Mental health
 - 5) Guardianships
- b. Additionally, Applicant should be familiar with services and/or resources in the areas of:
 - 1) Mental health for parents, infants, toddlers, and adolescents
 - 2) Substance abuse
 - 3) Domestic violence
 - 4) Education
 - 5) Job / Vocational training
- c. **Please Note:** Applicants submitting application to this on-going solicitation for indigent attorney services for the assignment to dependency cases hereunder, and **who specify a preference for case assignments representing children shall be required to meet the requirements established by State of Arizona Supreme Court Administrative**

Order No. 2011-17 and State of Arizona Rules of Procedure for Juvenile Courts, Rule 40.1, and any other standards of representation that may be adopted.

- A. **CASE CATEGORIES AND EXPERIENCE REQUIREMENTS:** Following are the case assignments to be made directly from the Bench, Assignments may be in Payson or Globe, but the Court will consider geographic preference and establish a degree of consistency with appointments in each locale.
1. **JUVENILE DEPENDENCY:** The Attorney will provide attorney services for the sum of ONE-THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT and THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF APPOINTMENT. "Recertification" means that the Attorney is still appointed to the matter one (1) year after the date of original appointment. The Attorney may invoice for Recertification on an annual basis thereafter for the duration of the appointment.
 2. **PROBATE:** The Attorney will provide legal services for appointments as follows:
 - i **FOUR HUNDRED DOLLARS (\$400.00) PER APPOINTMENT** as Attorney or Investigator in a Probate (Guardianship/Conservatorship) case;
 - ii **FIVE HUNDRED DOLLARS (\$500.00) PER APPOINTMENT** as Attorney in a Probate (Guardianship/Conservatorship) case in which inpatient authority is granted (even if not exercised);
 3. **"BEST INTEREST ATTORNEY":** The Attorney will provide legal services for the sum of ONE THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT.
 4. **GUARDIAN AD LITEM:** The Attorney will provide legal services for the sum of ONE THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT.

Under no circumstances may Attorney solicit outside compensation from clients assigned to Attorney under this Agreement for work to be performed by Attorney under this solicitation.

The Court understands and agrees, however, that Attorney is available and able to represent private clients. In addition, it is understood that the Court neither agrees to use Attorney exclusively nor to guarantee Attorney a specific number of appointments under this solicitation.

- a. **Attendant Case Costs:** Attorney **shall not bill for nor be compensated** for:
 1. Travel time between Attorney's residence, office, or other base of operation and the Court or other work site in Gila County.
 2. Internal administrative costs related to file preparation, billing, opening or closing files, copies, establishing billing files, administrative communications with the Court, or any other similar administrative procedures that do not involve legal skills.

Ordinary Expenses. The parties contemplate and agree that ordinary expenses involved in the representation of indigent clients under this Agreement are not reimbursable, but instead are included in the contract prices specified herein. Ordinary expenses include, but are not limited to:

- Office overhead
- Facsimiles
- Postage
- Copying expenses
- Computer and Westlaw/Lexis charges
- Messenger services
- Support staff expenses
- Office supplies
- Mileage, travel and lodging expenses

Other Expenses: The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage, at the County rate, for travel exceeding one-hundred (100) miles outside of the Globe and / or Payson municipalities for the purpose of a home visit; costs associated with personal service of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

Extraordinary Expenses. Before incurring any extraordinary expenses, Attorney must file an appropriate Motion. An approval of such a request shall specifically set forth the authorized expenditures and monetary limits of such authorization.

- “Extraordinary expenses” include, but are not limited to:
 - o Transcripts
 - o Clothing for an indigent client
 - o Depositions
 - o Lodging - per diem
 - o Witness fees
 - o Subpoena fees
 - o An unusually large number of copies or phone calls.

C. Failure to obtain prior approval will result in non-payment for any expenditure and the debt shall become the personal responsibility of the Attorney. At the sole discretion of the Court Administrator or Court, any such non-approved costs which are incurred, may be paid and deducted from amounts otherwise due and owing to the Attorney.

- a. If billed expenses exceed the Court Order approved amount for the expenditure, the County is not obligated to pay any such overage and the overage becomes the personal responsibility of the Contractor.
- b. At the sole discretion of the Court Administrator, any such cost exceeding authorization which is incurred, may be paid and deducted from amounts otherwise due and owing to the Contractor.
- c. When billing for reimbursement, receipts for all expenses must be attached along with any Order approving the expenditure. All expenses must be approved by the Contract Administrator prior to incurring the expense.

Sample contracts for all of the categories as described under II. B above are attached to this solicitation and applicants are encouraged to review the provisions of, and be familiar with, the specifications prior to applying for a contract award.

RESPONSE CERTIFICATION

(DATE)

Purchasing Services Department

The undersigned certifies that to the best of his or her knowledge: (check one)

- ☐ There is no officer or employee of Gila County who has, or whose relative has, a substantial interest in any Contract award subsequent to this Response.
- ☐ The names of any and all public officers or employees of Gila County who have, or whose relative has, a substantial interest in any Contract award subsequent to this Response are identified by name as part of the submittal

The undersigned further certifies that their firm (check one) ☐ **IS** or ☐ **IS NOT** currently debarred, suspended, or proposed for debarment by any federal or state entity. The undersigned agrees to notify the County of any change in this status, shall one occur, until such time as an award has been made under this procurement action.

In compliance with Request for Qualifications No. 111020 Indigent Legal Attorney Services for Gila County, and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such services in accordance with the specifications/scope of work according to the Proposal submitted or as mutually agreed upon by subsequent negotiation.

(signed)

(by)

(firm)

(title)

(address)

(phone number)

CONTRACT

- a. The County reserves the right to award the total proposal, to reject any and all proposals and to waive any informality or technical defects if, in the County's sole judgment, the best interest of the County be so served;
- b. The County reserves the right to request clarification of information from any firm submitting a proposal;
- c. The County reserves the right to cancel this RFQ at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFQ;
- d. The Contract resulting from acceptance of a proposal by the County shall be in a form supplied by the County and shall reflect the specifications of this RFQ.
- e. The County reserves the right to reject any proposed agreement that does not conform to the specification contained in this RFQ, and which is not approved by the County Attorney's office;
- f. The County shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFQ;
- g. Selection criteria of the RFQ will be evaluated on Professional Qualifications and Experience;
- h. All bid documents are public record and subject to disclosure.

COST LIABILITY

The County assumes no responsibility or liability for costs incurred by the respondent prior to the execution of a Professional Services Agreement. The liability of the County is limited to the terms and conditions outlined in this Agreement.

(SAMPLE) PROFESSIONAL SERVICES CONTRACT NO. xxxxxx
LEGAL SERVICES

I. GENERAL STATEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, **2021**, by and between the Superior Court in Gila County, hereinafter designated the **COURT, LAW OFFICES OF XXXXXX XXXXXX** of the City of XXXXX, County of XXXXX, State of Arizona, hereinafter called the **ATTORNEY**, for professional legal defense services from **JULY 1, 2021 TO JUNE 30, 2022**. The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

By signing this Contract, the Attorney agrees to maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

The Attorney has a duty to the Court to be prepared, prompt, comply with Court rules, submit timely reports, attend meetings with the Court, accept appointments within the main category of assignment as well as those outside the main category when circumstances require, and complete cases assigned during the term of the contract.

The Attorney has a duty to his/her clients to keep them advised of the status of their cases, be available for consultation, and to diligently represent their interests.

The Attorney has a duty to opposing counsel to cooperate with scheduling and prompt disposition of the case.

II. TERM OF AGREEMENT

A. Period Covered: It is understood between the undersigned attorney, **LAW OFFICES OF XXXXXX XXXXXX** and the **SUPERIOR COURT OF GILA COUNTY** that the attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2021 TO JUNE 30, 2022**.

The County shall have the option to renew the contract for up to three (3) additional one (1) year periods, upon agreement of both parties.

B. Termination: Upon thirty (30) days written notice, either party may terminate this agreement without cause. The attorney would be expected to complete any case assignments that were made prior to such termination.

In the event of formal discipline of the Attorney by the State Bar of Arizona, The Court may suspend or terminate the contract.

C. A.R.S. §38-511: This agreement is subject to the cancellation provisions of A.R.S. §38-511.

D. Arizona Legal Workers Act: Pursuant to A.R.S. § 41-4401, Provider hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Provider's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Provider shall further ensure that each approved subcontractor who performs any work for Provider under this Agreement likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Provider and any approved subcontractor performing services under this Agreement in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Provider's or any approved 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 Agreement subjecting Provider to penalties up to and including suspension or termination of this Contract. If the breach is by an approved subcontractor, and the subcontractor is suspended or terminated as a result, Provider 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 an approved replacement subcontract as soon as possible so as not to delay completion of Provider's obligations.

Provider shall advise each approved subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements.

Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

III. COMPENSATION, COSTS, AND BILLING PROCEDURES

- A. JUVENILE DEPENDENCY REPRESENTATION:** The Attorney will provide attorney services for the sum of ONE-THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT and THREE HUNDRED DOLLARS (\$300.00) PER RECERTIFICATION OF APPOINTMENT. "Recertification" means that the Attorney is still appointed to the matter one (1) year after appointment. The Attorney may invoice for Recertification on an annual basis thereafter for the duration of the appointment.

Total compensation for representation shall not exceed XXXXXX DOLLARS for the period of the contract without advance written authorization.

- B. PROBATE REPRESENTATION:** The Attorney will provide legal services for appointments as follows:

- i. **FOUR HUNDRED DOLLARS (\$400.00) PER APPOINTMENT** as Attorney or Investigator in a Probate (Guardianship/Conservatorship) case;

- ii. **FIVE HUNDRED DOLLARS (\$500.00) PER APPOINTMENT as Attorney in a Probate (Guardianship/Conservatorship) case in which inpatient authority is granted (even if not exercised);**

Total compensation for representation shall not exceed **XXXXXX DOLLARS** for the period of the contract without advance written authorization.

- b. **“BEST INTEREST ATTORNEY” REPRESENTATION:** The Attorney will provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT.**

Total compensation for representation shall not exceed **XXXXXX DOLLARS** for the period of the contract without advance written authorization.

- c. **GUARDIAN AD LITEM REPRESENTATION:** The Attorney will provide legal services for the sum of **ONE THOUSAND DOLLARS (\$1,000.00) PER APPOINTMENT.**

Total compensation for representation shall not exceed **XXXXXX DOLLARS** for the period of the contract without advance written authorization.

B. Court Payment of Costs and Expenses:

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court, and are a personal expense of the attorney. The following non-routine expenses, relating to Dependency matters only, can be reimbursed by the Court: mileage, at the County rate, for travel exceeding one-hundred (100) miles outside of the Globe and / or Payson municipalities for the purpose of a home visit; costs associated with personal service of process; and cost for services associated with service by publication. Non-routine cost reimbursement must be substantiated by supporting documentation.

2) **Extraordinary Costs:** The Attorney should file a motion **in advance** requesting approval for any extraordinary costs he/she wants paid by the County. This includes such items as transcripts (besides Grand Jury or appeal transcripts), expert witness fees, depositions, investigators, or any other extraordinary cost.

3) **Personal Expense:** Costs incurred without prior approval of the Court may be treated as a personal expense of the attorney.

4) **Costs Which Could Have Been Avoided:** Court expenses which could have been avoided had the Attorney been prepared, such as jury costs for a trial that did not go, Rule 11 evaluation costs for which the defendant did not show because of failure of the attorney to timely obtain an Order for Transport or reschedule the appointment, expedited transcripts, etc., may be charged back to the attorney as a personal cost.

C. Billing Procedures for Legal Services Provided for Indigents:

1) **Submission and Payment:** The Attorney may submit a monthly invoice for each month's services.

2) **Statistical Report:** The Court requires the attorney to prepare a statistical report summarizing his/her appointments and case activity each month on a statistical recap form and backup list of cases. Invoices are to be submitted only after the previous month's statistical report has been completed. The statistical report is due by the 10th of each month for the preceding month's appointments and concluded cases. (For example, appointments and dispositions made during July would be due by August 10). The statistical report for the previous month should be submitted with the bill for the current month's services. (For example, the bill for services in August would be submitted with the statistical information for July).

IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT

- A. **Contract Category:** To the extent practicable, the attorney will be primarily assigned **Dependency cases**, and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship/Conservatorship, Delinquency, Mental Health and Public Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time.

Some of the Rule 32 issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

B. **Reassignment of Case:** When the Attorney has been allowed to withdraw because the case is assigned to another Attorney, the withdrawn Attorney should promptly turn over his/her file to the new Attorney and notify him/her of any pending hearing dates and the status of the case. Assignment to a case that is outside the normal category covered by this contract is not sufficient grounds for reassignment.

C. **Rule 32's and Appeals:** Separate contracts exist for Rule 32's and appeals. However, circumstances may exist which would warrant a Rule 32 or appeal being assigned to a regular contract attorney and not the appellate contract attorneys, and such assignments may be made to the regular contract attorney without additional compensation.

V. SPECIFIC DUTIES OF COUNSEL

A. **Readiness and Promptness for Court:**

1) **Readiness and Promptness:** The Attorney agrees to **be prepared and appear in Court promptly at or before the time set for hearings** and not to rely on Court staff to notify or have to locate him/her when court is ready to proceed. The attorney agrees to discuss the case with her client **before the time set for hearing, not at the time set for hearing.**

2) **Law and Motion Day:** The Attorney agrees to be present for Law and Motion day and Pre-trial Conferences as scheduled. If a substitute attorney is necessary, the attorney agrees to arrange for and update the substitute on case status so the hearing can proceed rather than be continued.

3) **Delays:** In the event the attorney will be late due to unforeseen circumstances, he/she agrees to communicate the delay and an anticipated arrival time as soon as practicable.

B. **Meetings with the Court:** The Attorney agrees to attend administrative meetings with the Court when, and as, scheduled regarding the court calendar, procedures, and contract issues.

C. **Statistical Reports:** The Attorney agrees to accurately complete and submit the caseload and summary statistical information regarding the Attorney's appointments each month as required by the Court when submitting monthly bills for services rendered.

D. **Case Processing:** The Attorney acknowledges that the Arizona Supreme Court has adopted case processing time standards. The Attorney agrees to assist the Court in working on and obtaining those goals to the extent that it does not compromise the Attorney's ability to advocate.

E. **Dependency Cases:** The Attorney acknowledges that the Arizona State Legislature enacted new legislation that became effective January 01, 1999 and changed the procedure for dependency cases. The Attorney agrees to become familiar with these procedures, and accept appointments made to a dependency case when circumstances necessitate such appointments. The Attorney further agrees to abide by all applicable provisions of the Arizona Rules of Procedure for the Juvenile Court.

F. Contact with and Representation of Client:

1) **Office:** The Attorney agrees to maintain regular office hours and have a method for clients to contact him/her in an emergency outside of regular hours. Preferably, the office will be in the area the Attorney is serving.

2) **Communication and Representation:** The Attorney agrees to promptly return phone calls and respond to correspondence, to obtain clients' consent before requesting that hearings and appointments be rescheduled, to interview witnesses, to issue subpoenas, and in other ways deal professionally with the client and diligently represent the clients' interests.

3) **Calendar:** The Attorney agrees to calendar her cases when they are scheduled for hearing, rather than relying on court staff to advise what is scheduled for him/her each week. The Attorney agrees to be the primary source of case information for the client. (Clients calling the Court trying to ascertain case information, clients failing to appear for hearings due to lack of notice, or clients appearing for hearings that have been changed is an indication of unavailability of counsel).

4) **Completion of Case:** The Attorney agrees to continue to represent any client on cases to which he/she was appointed during the term of this contract until the case is completed or he/she is relieved of that representation by order of the Court, regardless of the termination of the contract, and without additional compensation.

G. **Attorney Files:** The Attorney should retain his/her file for no less than five (5) years after the last action taken in the case.

VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES

A. Motions and Orders:

1) **Timeliness and Basis:** Motions should be filed sufficiently in advance of trials/hearings to allow for response and reply. The Attorney acknowledges the requirements of good cause, supported by specific legal and factual basis, in submitting motions to the Court.

2) **Copies:** Copies of motions should be sent to the assigned judge and the court administrator.

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the

court administrator may insert the date and time for oral argument to be conducted should be submitted.

4) **Telephone Conference:** Prior approval by the Court to conduct oral argument by telephone conference call should be obtained, and the requesting attorney is responsible for initiating the call to the Court at the date and time scheduled for hearing.

5) **Non-Appearance Calendar:** Motions filed without request for oral argument and which do not require an evidentiary hearing will be placed on the Court's non-appearance calendar for submission to the Court after the time for response and reply have passed.

6) **Expedited Action:** If action is sought prior to the expiration of the time for response and reply, the motion should clearly identify that fact and indicate whether the prosecutor or any co-defendant objects to the requested relief.

7) **Orders:** Orders for the Court's signature should be prepared as a separate document containing the standard case heading, and should not be included as an integral part of stipulations, motions, or other pleadings.

B. Facsimile:

1) **Temporary Pleadings:** Facsimile documents are intended to serve as temporary pleadings only.

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the Clerk can substitute the original for the facsimile in the Court file.

3) **Consent:** If a facsimile needs to serve as an original, the Attorney should obtain consent of the assigned judge to submit the facsimile as an original.

C. Pre-Trial Conference:

1) **Personal Attendance:** The Attorney and the defendant must be personally present.

2) **Discovery:** The Attorney should complete discovery by pre-trial conference so that motions to compel, motions for sanctions, etc., are unnecessary, and hearing does not need to be continued.

3) **Hearing Motions:** Simple motions that do not require evidentiary hearing can be heard at the pre-trial conference, and should be filed with sufficient time for response before the pre-trial conference. Motions to suppress, voluntariness hearings, and other such matters requiring evidentiary hearings will be scheduled for a time other than the pre-trial conference.

4) **Continuances:** Continuances of the pre-trial conference are to be avoided.

D. Delinquency Cases: All contract attorneys, not just those who primarily are assigned to represent juveniles in delinquency matters, are subject to being "on call" for representing juveniles who have been detained at accelerated hearings held on weekends and holidays.

E. Dependency Cases: Dependency cases require that the attorney and parties personally appear at accelerated pre-hearing conferences and preliminary protective hearings. Attorney should familiarize themselves with dependency procedures that became effective on January 01, 1999.

F. Motions to Continue:

1) **Procedure:** Continuances should be avoided and only sought for good cause. When expedited action is requested, the Attorney should contact the defendant, any co-defendants' counsel, and prosecutor, advise them of the request, and indicate in the motion whether they object to the continuance.

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted because there is no objection and is responsible for ensuring that a continuance was granted and new dates have been assigned.

3) **Sanctions:** Sanctions, including jury costs and other court costs, may be imposed for late requests for continuances, whether granted or not.

G. Motions and Orders to Transport:

1) **Preparation:** When a defendant is in custody in Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to proceedings, such as Rule 11 evaluations, outside of Gila County. When a defendant is in custody outside of Gila County, the Attorney should prepare a motion and order to transport so the defendant can be transported to any pre-trial hearings, trial, or post-trial hearings before the Court in Gila County.

2) **Time:** Motions and orders to transport should be prepared sufficiently in advance to permit Court action and notice to the Sheriff's Office to accomplish timely transportation.

3) **Videoconferencing:** The Court may utilize videoconferencing for Court hearings. The Attorney is to become familiar with policies and procedures for videoconferencing when it is used.

H. Interpreters:

1) **Notice:** The Attorney should give the Court at least one-week advance notice when an interpreter will be necessary to ensure an interpreter can be scheduled.

2) **Permission:** The Attorney should get court permission in advance to use an interpreter at court expense for interviews, depositions, etc.

3) **Attorney Presence:** The Attorney should be present with the interpreter during interviews, depositions, and attorney-client discussions.

GILA COUNTY PROFESSIONAL SERVICES CONTRACT NO. xxxxxx

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

APPROVED:

Woody Cline, Chairman of the Board

Law Offices of Xxxxxx xxxxxx

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office

Timothy Wright, Presiding Judge

ARF-6329

Regular Agenda Item 2. C.

Regular BOS Meeting

Meeting Date: 12/01/2020

Submitted For: Paula Horn, Deputy Director of Health

Submitted By: Paula Horn, Deputy Director of Health

Department: Health & Emergency Management

Fiscal Year: 2019-2022

Budgeted?: Yes

Contract Dates 1/1/2018 -

Grant?: Yes

Begin & End: 12/31/2022

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Revised Amendment Nos. 2 and 3 to an Intergovernmental Agreement (Contract No. ADHS18-177678) with the Arizona Department of Health Services (ADHS).

Background Information

An Intergovernmental Agreement (IGA) (Contract No. ADHS13-041539) with the ADHS expired on December 31, 2017. IGA (Contract No. ADHS18-177678) replaced the previous IGA and it was fully executed by the Board of Supervisors and the ADHS on February 1, 2018, which allows the Gila County Health Division to continue to operate an immunization program for the residents of Gila County from January 1, 2018, to December 31, 2022. Amendment No. 1 was approved by the Gila County Board of Supervisors on July 23, 2019.

Revised Amendment No. 2 to the IGA revises and replaces the Price Sheet, and revises the Scope of Work as follows: ADHS changed the order of the items changed. The new order is:

1.1 Scope of Work - Page 19, Provision 4.12, Item 4.12.2 is added as follows: *Provide Supplemental Flu activities as defined by the County Health Department and approved by the Immunization Program Office, to increase the flu vaccination rates for adults, especially high-risk adults, within the county. These efforts are intended to help keep hospitalization rates for flu down during the COVID-19 pandemic.*

1.2 The Price Sheet is revised and replaced by the Price Sheet of this Amendment Two

Amendment No. 3

1.1 Scope of Work, Page Nineteen (19), Provision 4.12, VPD Outbreak and Pandemic Preparedness, added items 4.12.3 and 4.12.4 that are hereby revised in this Amendment Three (3) to read:

4.12.3 Improve vaccine cold storage capacity, to include the purchase of storage units (refrigerator, freezer [NOT ultra-cold freezer]), generators, portable refrigeration units. These efforts are intended to help keep vaccines viable during the COVID-19 pandemic.

4.12.4 Increase capacity for data entry and reminder recall activities, to include but not limited to additional staffing, or purchase of hardware and software equipment to accomplish this task. These efforts are intended to help track immunization data during the COVID-19 pandemic.

Evaluation

By continuing with our immunization program, the Health Division can continue to administer the Vaccines for Children Programs (VFC) and all publicly-purchased vaccines; assess and improve immunization coverage levels; assure access to vaccines for eligible populations in Gila County, and prevent and control vaccine-preventable diseases. Amendment No. 2 will provide Supplemental Flu activities as defined by the County Health Division ad, approved by the Immunization Program Office, to increase the flu vaccination rates for adults, especially high-risk adults within the County. These efforts are intended to help keep hospitalization rates for flu down during the COVID-19 pandemic. Amendment No. 3 will allow improvement of the vaccine cold storage capacity to keep COVID-19 vaccines viable. Increase capacity for data entry and reminder recall activities to help track immunizations during the COVID-19 pandemic.

Conclusion

It is important that this amendment to the IGA be approved by the Board of Supervisors in order to allow the Gila County Health Division to continue to operate the Immunization Program for the residents of Gila County.

Recommendation

It is the recommendation of the Health and Emergency Management Department Director that the Board of Supervisors approves Amendment No. 2 and Amendment No. 3 to the IGA (Contract No. ADHS18-177678) with the ADHS for additional funding in the amount of \$202,500 as needed by June 30, 2021.

Suggested Motion

Information/Discussion/Action to approve Amendment Nos. 2 and 3 to an Intergovernmental Agreement (Contract No. ADHS18-177678) between Gila County and the Arizona Department of Health Services to replace the Price Sheet which includes funding for an additional \$202,500 as needed through June 30, 2021, and to revise the Scope of Work. **(Michael O'Driscoll)**

Attachments

Amendment 3

Amendment 2

Amendment 1

IGA Contract No. ADHS18-177678 executed



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 18th Ave Suite 530
Phoenix, Arizona 85007

Contract No.:
ADHS18-177678

IGA Amendment No: 3
Arizona Procurement Portal Amendment No.: 3

Procurement Officer
Nicole Marquez

IMMUNIZATION SERVICES

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes; the Intergovernmental Agreement is amended to revise the following:
 - 1.1 Scope of Work, Page Nineteen (19), Provision 4.12, VPD Outbreak and Pandemic Preparedness, added items 4.12.3 and 4.12.4 that are hereby revised in this Amendment Three (3) to read:
 - 4.12.3 Improve vaccine cold storage capacity, to include purchase of storage units (refrigerator, freezer [NOT ultra-cold freezer]), generators, portable refrigeration units. These efforts are intended to help keep vaccines viable during the COVID-19 pandemic.
 - 4.12.4 Increase capacity for data entry and reminder recall activities, to include but not limited to additional staffing, or purchase of hardware and software equipment to accomplish this task. These efforts are intended to help track immunization data during the COVID-19 pandemic.

Continued on next page

All other provisions of this agreement remain unchanged.

GILA COUNTY HEALTH DEPARTMENT

Contractor Name:

1400 E. ASH ST.

Address:

GLOBE

ARIZONA

85501

City

State

Zip

Authorized Signature

Woody Cline

Print Name

Chairman, Gila County Board of Supervisors

Title

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Signature

Date

Gila County Attorney's Office

Print Name

Contract No.: **ADHS18-177678**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature

Date

Assistant Attorney General

Print Name

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this _____ day of _____ 2020.

Procurement Officer

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: ADHS18-177678	IGA Amendment No: 3 Arizona Procurement Portal Amendment No.: 3	Procurement Officer Nicole Marquez

1.2 The Price Sheet is revised to include with the Price Sheet of this Amendment Three (3);

PRICE SHEET				
Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	Up to \$50,000.00
Immunization Visit for children zero (0) to eighteen (18) years of age who meet VFC eligibility requirements. Do not include visits for insured children.	Quarterly	\$50.00	Per Visit	As approved by ADHS and authorized by purchase order
Immunization Visit for adults nineteen (19) years of age and older who meet VFA eligibility requirements. Do not include visits for insured adults	Quarterly, when specific VFA funds are available	\$50.00	Per Visit	
Immunization Completion report for children zero (0) to twenty-four (24) months of age for the 4:3:1:3:3:1:4 series	Quarterly	\$100.00	Per Series Completion	
Perinatal Hepatitis B Case Management – Prenatal	Quarterly	\$300.00	Per Case	
Perinatal Hepatitis B Case Management – Postnatal	Quarterly	\$200.00	Per Case	
Immunization Visit for Flu Vaccine, in children and adults who meet VFC and VFA eligibility requirements. Do not include visits for insured children or adults.	When specific pan flu vaccine funds are available	\$50.00	Per Visit	
IDR Submission – Preparation and Submittal of School/Child Care IDR by CHD nurse or in cooperation with school/child care personnel	Optional	\$250.00	Each/per grade level IDR	
IDR Validation – On-site visit to schools/child care facilities to validate IDR submission data	Optional	\$50.00	Each/per grade level validation	
Supplemental flu vaccination activities	As needed by June 30, 2021	NA	NA	Not to exceed allocation of \$77,500
Improve vaccine cold storage capacity; increase capacity for data entry and reminder recall activities	As needed by June 30, 2021	N/A	Total	Not to exceed allocation=\$125,000



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 18th Ave Suite 530
Phoenix, Arizona 85007

Contract No.:
ADHS18-177678

IGA Amendment No: 3
Arizona Procurement Portal Amendment No.: 3

Procurement Officer
Nicole Marquez

1.3 Exhibit Three (3) has been added;

EXHIBIT THREE

Exhibit - 2 CFR 200.332

§ 200.332

Requirements for pass-through entities.

All pass-through entities must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

Prime Awardee:

Arizona Department of Health Services

DUNS #

804745420

Federal Award Identification (Grant Number):

6 NH23IP922599-02-01

Subrecipient name (which must match the name associated with its unique entity identifier):

Gila County

Subrecipient's unique entity identifier (DUNS #):

Federal Award Identification Number (FAIN, sometimes it's the same as the Grant Number):

NH23IP922599

Federal Award Date (see the definition of Federal award date in § 200.1 of this part) of award to the recipient by the Federal agency;

09/23/2020

Subaward Period of Performance Start and End Date;

07/01/2019 - 06/30/2024

Subaward Budget Period Start and End Date:

07/01/2020 - 06/30/2021

Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient (this is normally the contract amount):

\$125,000.00

Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation (how much is available for contracts):

\$8,992,059.00

Total Amount of the Federal Award committed to the subrecipient by the pass-through entity

\$12,181,923.00



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT OF
HEALTH SERVICES

150 18th Ave Suite 530
Phoenix, Arizona 85007

Contract No.:
ADHS18-177678

IGA Amendment No: 3
Arizona Procurement Portal Amendment No.: 3

Procurement Officer
Nicole Marquez

Federal award project description, as required
to be responsive to the Federal Funding
Accountability and Transparency Act (FFATA)

CDC-RFA-IP19-1901 Immunization and Vaccines for
Children

Name of Federal awarding agency, pass-
through entity, and contact information for
awarding official of the Pass-through entity

Centers for Disease Control and Prevention

Assistance Listings number and Title; the pass-
through entity must identify the dollar amount
made available under each Federal award and
the Assistance Listings Number at time of
disbursement:

93.268 - Immunization Cooperative Agreements

Identification of whether the award is R&D

Indirect cost rate for the Federal award
(including if the de minimis rate is charged) per
§ 200.414

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: ADHS18-177678	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 2	Procurement Officer Nicole Marquez

IMMUNIZATION SERVICES			
It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:			
1. Pursuant to Terms and Conditions, Page Seven (7), Provision Six (6), Contract Changes; the Intergovernmental Agreement is amended to revise the following:			
1.1 Scope of Work, Page Nineteen (19), Provision 4.12, added item 4.12.2 that is hereby revised in this Amendment Two (2) to read:			
4.12.2 Provide Supplemental Flu activities as defined by the County Health Department and approved by the Immunization Program Office, to increase the flu vaccination rates for adults, especially high-risk adults, within the county. These efforts are intended to help keep hospitalization rates for flu down during the COVID-19 pandemic.			
Continued on next page			
All other provisions of this agreement remain unchanged.			
GILA COUNTY HEALTH DEPARTMENT			
Contractor Name:		Authorized Signature	
1400 E. ASH ST.		Woody Cline	
Address:		Print Name	
GLOBE	ARIZONA	85501	Chairman, Gila County Board of Supervisors
City	State	Zip	Title
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.		This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory. State of Arizona	
Signature _____ Date _____		Signed this _____ day of _____ 2020.	
Gila County Attorney's Office			
Print Name		Procurement Officer	
Contract No.: ADHS18-177678 , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.			
Signature _____ Date _____			
Assistant Attorney General			
Print Name			

	INTERGOVERNMENTAL AGREEMENT (IGA) Amendment		ARIZONA DEPARTMENT OF HEALTH SERVICES 150 18 th Ave Suite 530 Phoenix, Arizona 85007
	Contract No.: ADHS18-177678	IGA Amendment No: 2 Arizona Procurement Portal Amendment No.: 2	Procurement Officer Nicole Marquez

1.2 The Price Sheet is revised and replaced with the Price Sheet of this Amendment Two (2);

PRICE SHEET				
Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	Up to \$50,000.00
Immunization Visit for children zero (0) to eighteen (18) years of age who meet VFC eligibility requirements. Do not include visits for insured children.	Quarterly	\$50.00	Per Visit	As approved by ADHS and authorized by purchase order
Immunization Visit for adults nineteen (19) years of age and older who meet VFA eligibility requirements. Do not include visits for insured adults	Quarterly, when specific VFA funds are available	\$50.00	Per Visit	
Immunization Completion report for children zero (0) to twenty-four (24) months of age for the 4:3:1:3:3:1:4 series	Quarterly	\$100.00	Per Series Completion	
Perinatal Hepatitis B Case Management – Prenatal	Quarterly	\$300.00	Per Case	
Perinatal Hepatitis B Case Management – Postnatal	Quarterly	\$200.00	Per Case	
Immunization Visit for Flu Vaccine, in children and adults who meet VFC and VFA eligibility requirements. Do not include visits for insured children or adults.	When specific pan flu vaccine funds are available	\$50.00	Per Visit	
IDR Submission – Preparation and Submittal of School/Child Care IDR by CHD nurse or in cooperation with school/child care personnel	Optional	\$250.00	Each/per grade level IDR	
IDR Validation – On-site visit to schools/child care facilities to validate IDR submission data	Optional	\$50.00	Each/per grade level validation	
Supplemental flu vaccination activities	As needed by June 30, 2021	NA	NA	Not to exceed allocation of \$77,500



INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 N. 18th Avenue, Suite 260
Phoenix, Arizona 85007

Contract No.: **ADHS18-177678**

Amendment No.: 1

Procurement Officer:
Bariah Steiner

Immunization Services

Pursuant to Uniform Terms and Conditions, Provision (6) Contract Changes, (6.1) Amendments, Purchase Orders, and Change Orders, it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

The Scope of Work is hereby revised and replaced as follows:

1. Section Four (4), Tasks, Item 4.1.2, is hereby revised in this Amendment One (1); and
2. Section Four (4), Tasks, Item 4.5, Activity Five (5) AFIX Assessment Reports, is hereby revised and replaced in this Amendment One (1).

The Uniform Terms and Conditions are revised and replaced in this Amendment One (1) to read:

1. 4.11. Federal and State Immigration Laws: The Contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the Contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Contract for default and suspension and/or debarment of the Contractor.

Continued onto the next page

ALL OTHER PROVISIONS OF THIS AGREEMENT REMAIN UNCHANGED.

GILA COUNTY

Contractor Name:

1400 E. ASH ST.

Address:

Globe **AZ** **85501**
City State Zip

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona

Jefferson P. Hutton, for
Charles Shive 07/23/2019
Signature Date

THE GILA COUNTY ATTORNEY'S OFFICE

Print Name Title

Attorney General Contract No.: **ADHS18-177678**, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Aubrey Jay Corcoran 8/14/19
Signature Date

Aubrey Jay Corcoran Assistant Attorney General
Print Name Title

Tim R. Humphrey
Authorized Signature

TIM R. HUMPHREY

Print Name

CHAIRMAN OF THE BOARD OF SUPERVISORS

Title

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.


State of Arizona

Signed this 21st day of August 20 19

Christie Ruth

Procurement Officer

RESERVED FOR USE BY THE SECRETARY OF STATE

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA) AMENDMENT SCOPE OF WORK</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES 150 N. 18th Avenue, Suite 260 Phoenix, Arizona 85007</p>
	<p>Contract No.: ADHS18-177678</p>	<p>Amendment No.: 1</p>	<p>Procurement Officer: Bariah Steiner</p>

- 4.1.2. Share the IAP and Immunization Quality Improvement for Providers (IQIP) Assessment Reports with the Medical Director, Local Health Officer (LHO), and/or other staff for review and/or approval as dictated by county health department protocol.

4.5. Activity Five (5) Immunization Quality Improvement

- 4.5.1. AIPO will provide quality improvement assistance to the Contractor, on an annual basis, as part of the Immunization Quality Improvement for Providers (IQIP) program. This program replaces the current Assessment, Feedback, Incentives and eXchange (AFIX) program, per CDC directives, on July 1, 2019. As part of the IQIP requirements, the Contractor shall receive the following assistance:

- 4.5.1.1. An annual in-person site visit from AIPO staff to include an ASIIS-based coverage rate report for children ages 24-35 months and for adolescents aged thirteen (13) years, including a list of patients not up-to-date. The visit will include a discussion of current immunization practices and quality improvement goals;
- 4.5.1.2. Phone-based check-in calls at two (2) months and six (6) months post-site visit to include a discussion of the quality improvement objectives and any technical assistance requested by the Contractor; and
- 4.5.1.3. An email-based check-in at twelve (12) months post-site visit, to include a follow-up coverage rate assessment, a discussion of progress toward quality improvement goals, and any other technical assistance requested by the Contractor.

- 4.5.2. **Removed.**



INTERGOVERNMENTAL AGREEMENT (IGA)

Contract No. ADHS18-177678

ARIZONA DEPARTMENT OF
HEALTH SERVICES
150 North 18th Avenue, Suite 260
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX

Project Title: Immunization Services

Begin Date: January 01, 2018

Geographic Service Area: Gila County

Termination Date: December 31, 2022

Arizona Department of Health Services has authority to contract for services specified herein in accordance with A.R.S. §§ 11-951, 11-952, 36-104 and 36-132. The Contractor represents that it has authority to contract for the performance of the services provided herein pursuant to:

<input checked="checked" type="checkbox"/>	Counties: A.R.S. §§ 11-201, 11-951, 11-952 and 36-182.
<input type="checkbox"/>	Indian Tribes: A.R.S. §§ 11-951, 11-952 and the rules and sovereign authority of the contracting Indian Nation.
<input type="checkbox"/>	School Districts: A.R.S. §§ 11-951, 11-952, and 15-342.
<input type="checkbox"/>	City of Phoenix: Chapter II, §§ 1 & 2, Charter, City of Phoenix.
<input type="checkbox"/>	City of Tempe: Chapter 1, Article 1, §§ 1.01 & 1.03, Charter, City of Tempe.

Amendments signed by each of the parties and attached hereto are hereby adopted by reference as a part of this Contract, from the effective date of the Amendment, as if fully set out herein.

Arizona Transaction (Sales) Privilege: _____

Federal Employer Identification No.: _____

Tax License No.: _____

Contractor Name: **Gila County Health Department**
Address: **1400 E. Ash St.**
Globe, AZ 85501

FOR CLARIFICATION, CONTACT:

Name: _____

Phone: _____

FAX No: _____

E-mail: _____

CONTRACTOR SIGNATURE:

The Contractor agrees to perform all the services set forth in the Agreement and Work Statement.



Signature of Person Authorized to Sign Date

Tommie Martin, Chairman, Board of Supervisors

Print Name and Title

This Contract shall henceforth be referred to as Contract

No. ADHS18-177678 The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until Contractor receives a fully executed copy of the Contract.

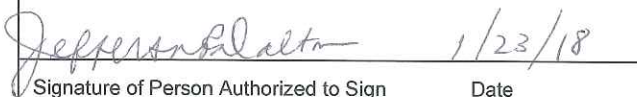
State of Arizona

Signed this 5th day of FEBRUARY, 2018


Procurement Officer

CONTRACTOR ATTORNEY SIGNATURE:

Pursuant to A.R.S. § 11-952, the undersigned Contractor's Attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.



Signature of Person Authorized to Sign Date

Jefferson R. Dalton
Deputy County Attorney, Civil Bureau Chief

Print Name and Title

Attorney General Contract, No. P0012014000078, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General.

The Attorney General, BY:



Signature Date

Assistant Attorney General:



CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS18-177678	

1. **Definition of Terms.** As used in this Contract, the terms listed below are defined as follows:
 - 1.1 "Attachment" means any document attached to the Contract and incorporated into the Contract.
 - 1.2 "ADHS" means Arizona Department of Health Services.
 - 1.3 "Budget Term" means the period of time for which the contract budget has been created and during which funds should be expended.
 - 1.4 "Change Order" means a written order that is signed by a Procurement Officer and that directs the Contractor to make changes authorized by the Uniform Terms and Conditions of the Contract.
 - 1.5 "Contract" means the combination of the Uniform and Special Terms and Conditions, the Specifications and Statement or Scope of Work, Attachments, Referenced Documents, any Contract Amendments and any terms applied by law.
 - 1.6 "Contract Amendment" means a written document signed by the Procurement Officer and the Contractor that is issued for the purpose of making changes in the Contract.
 - 1.7 "Contractor" means any person who has a Contract with the Arizona Department of Health Services.
 - 1.8 "Cost Reimbursement" means a contract under which a contractor is reimbursed for costs, which are reasonable, allowable and allocable in accordance with the contract terms and approved by ADHS.
 - 1.9 "Days" means calendar days unless otherwise specified.
 - 1.10 "Fixed Price" establishes a set price per unit of service. The set price shall be based on costs, which are reasonable, allowable and allocable.
 - 1.11 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.12 "Materials" unless otherwise stated herein, means all property, including but not limited to equipments, supplies, printing, insurance and leases of property.
 - 1.13 "Procurement Officer" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
 - 1.14 "Purchase Order" means a written document that is signed by a Procurement Officer, that requests a vendor to deliver described goods or services at a specific price and that, on delivery and acceptance of the goods or services by ADHS, becomes an obligation of the State.
 - 1.15 "Services" means the furnishing of labor, time or effort by a Contractor or Subcontractor.
 - 1.16 "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of this Contract.
 - 1.17 "State" means the State of Arizona and/or the ADHS. For purposes of this Contract, the term "State" shall not include the Contractor.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS18-177678	

2. Contract Type.

This Contract shall be:

 X Fixed Price

3. Contract Interpretation.

- 3.1. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.
- 3.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 3.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 3.3.1. Terms and Conditions;
 - 3.3.2. Statement or Scope of Work;
 - 3.3.3. Attachments; and
 - 3.3.4. Referenced Documents.
- 3.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 3.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 3.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.
- 3.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.8. Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

4. Contract Administration and Operation.

- 4.1. Term. As indicated on the signature page of the Contract, the Contract shall be effective as of the Begin Date and shall remain effective until the Termination Date.
- 4.2. Contract Renewal. This Contract shall not bind, nor purport to bind, the State for any contractual commitment in excess of the original Contract period. The term of the Contract shall not exceed five years. However, if the original Contract period is for less than five years, the State shall have the right, at its sole option, to renew the Contract, so long as the original Contract period together with the renewal periods does not exceed five years. If the State exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price and Scope of Work, which may be renegotiated.
- 4.3. New Budget Term. If a budget term has been completed in a multi-term Contract, the parties may agree to

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS18-177678	

change the amount and type of funding to accommodate new circumstances in the next budget term. Any increase or decrease in funding at the time of the new budget term shall coincide with a change in the Scope of Work or change in cost of services as approved by the Arizona Department of Health Services.

- 4.4. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 4.5. Records and Audit. Under A.R.S. § 35-214 and A.R.S. § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records ("records") relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State and where applicable the Federal Government at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 4.6. Financial Management. For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for the ADHS funded programs shall be used by the Contractor in the management of Contract funds and by the State when performing a Contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these Contract services shall be accounted for in a separate fund.
 - 4.6.1. Federal Funding. Contractors receiving federal funds under this Contract shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable. The federal financial assistance information shall be stated in a Change Order or Purchase Order.
 - 4.6.2. State Funding. Contractors receiving state funds under this Contract shall comply with the certified compliance provisions of A.R.S. § 35-181.03.
- 4.7. Inspection and Testing. The Contractor agrees to permit access, at reasonable times, to its facilities.
- 4.8. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the signature page by the Contractor, unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to an ADHS Procurement Officer, unless otherwise stated in the Contract. An authorized ADHS Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice, and an amendment to the Contract shall not be necessary.
- 4.9. Advertising and Promotion of Contract. The Contractor shall not advertise or publish information for commercial benefit concerning this Contract without the prior written approval of an ADHS Procurement Officer.
- 4.10. Property of the State.
 - 4.10.1. Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the State shall remain the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. When this Contract is terminated, the disposition of all such property shall be determined by the ADHS. For Fixed Price contracts, when the Contractor provides the services/materials required by the Contract, any and all equipment purchased by the Contractor remains the property of the Contractor. All purchases of equipment need to be reported to the ADHS Office of Inventory Control.
 - 4.10.2. Title and Rights to Materials. As used in this section, the term "Materials" means all products created or produced by the Contractor under this Contract, including, but not limited to: written and electronic information, recordings, reports, research, research findings, conclusions, abstracts, results, software, data and any other intellectual property or deliverables created, prepared, or

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT TERMS AND CONDITIONS
ADHS18-177678	

received by the Contractor in performance of this Contract. Contractor acknowledges that all Materials are the property of the State by and through the ADHS and, as such, shall remain under the sole direction, management and control of the ADHS. The Contractor is not entitled to a patent or copyright on these Materials and may not transfer a patent or copyright on them to any other person or entity. To the extent any copyright in any Materials may originally vest in the Contractor, the Contractor hereby irrevocably transfers to the ADHS, for and on behalf of the State, all copyright ownership. The ADHS shall have full, complete and exclusive rights to reproduce, duplicate, adapt, distribute, display, disclose, publish, release and otherwise use all Materials. The Contractor shall not use or release these Materials without the prior written consent of the ADHS. When this Contract is terminated, the disposition of all such Materials shall be determined by the ADHS. Further, the Contractor agrees to give recognition to the ADHS for its support of any program when releasing or publishing program Materials.

- 4.10.3. *Notwithstanding the above, if the Contractor is a State agency, the following shall apply instead:* It is the intention of ADHS and Contractor that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Contract and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the Contractor and any other materials created, prepared or received by the Contractor and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by Contractor (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from Contractor's involvement in other service activities that are not funded by the Agreement.
- 4.10.4. Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both ADHS and Contractor shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The Contractor's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of Contractor's own choosing. Contractor agrees to provide ADHS with a right of review prior to any publication or public presentation of the Material, and ADHS shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the State of Arizona. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.
- 4.10.5. In addition, ADHS and Contractor agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the State. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, ADHS and Contractor agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the state or ADHS, then the Arizona Department of Administration shall make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6-908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT
ADHS18-177678	TERMS AND CONDITIONS

- 4.11. Federal and State Immigration Laws: In accordance with A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either party uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). 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. Each party retains the legal right to inspect the papers of the other and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

5. Costs and Payments

- 5.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate Contractor's Expenditure Report for payment from the State within thirty (30) days, as provided in the Accounting and Auditing Procedures Manual for the ADHS.

5.2. Recoupment of Contract Payments.

- 5.2.1. Unearned Advanced Funds. Any unearned State funds that have been advanced to the Contractor and remain in its possession at the end of each budget term, or at the time of termination of the Contract, shall be refunded to the ADHS within forty-five (45) days of the end of a budget term or of the time of termination.

- 5.2.2. Contracted Services. In a fixed price contract, if the number of services provided is less than the number of services for which the Contractor received compensation, funds to be returned to the ADHS shall be determined by the Contract price. Where the price is determined by cost per unit of service or material, the funds to be returned shall be determined by multiplying the unit of service cost by the number of services the Contractor did not provide during the Contract term. Where the price for a deliverable is fixed, but the deliverable has not been completed, the Contractor shall be paid a pro rata portion of the completed deliverable. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Procedures up to the date of contract termination.

- 5.2.3. Refunds. Within forty-five (45) days after the end of each budget term or of the time of termination of the Contract, the Contractor shall refund the greater of: i) the amount refundable in accordance with paragraph 4.2.1, Unearned Advanced Funds; or ii) the amount refundable in accordance with paragraph 5.2.2, Contracted Services.

- 5.2.4. Unacceptable Expenditures. The Contractor agrees to reimburse the ADHS for all Contract funds expended, which are determined by the ADHS not to have been disbursed by the Contractor in accordance with the terms of this Contract. The Contractor shall reimburse ADHS within 45 days of the determination of unacceptability.

- 5.3. Unit Costs/Rates or Fees. Unit costs/rates or fees shall be based on costs, which are determined by ADHS to be reasonable, allowable and allocable as outlined in the Accounting and Auditing Procedures Manual for the ADHS.

5.4. Applicable Taxes.

- 5.4.1. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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- 5.4.2. Tax Indemnification. The 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 require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 5.4.3. I.R.S. W9 Form. In order to receive payment under any resulting Contract, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona.

- 5.5. Availability of Funds for the Next Fiscal Year. Funds may not be presently available for performance under this Contract beyond the first year of the budget term or Contract term. The State may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated in the subsequent budget term. The State shall not be liable for any purchases or Subcontracts entered into by the Contractor in anticipation of such funding. The Procurement Officer shall have the discretion in determining the availability of funds.

- 5.6. Availability of Funds for the Current Contract Term. Should the State Legislature enter back into session and decrease the appropriations through line item or general fund reductions, or for any other reason these goods or services are not funded as determined by ADHS, the following actions may be taken by ADHS:

- 5.6.1. Accept a decrease in price offered by the Contractor;
- 5.6.2. Reduce the number of goods or units of service and reduce the payments accordingly;
- 5.6.3. Offer reductions in funding as an alternative to Contract termination; or
- 5.6.4. Cancel the Contract.

6. Contract Changes

- 6.1. Amendments, Purchase Orders and Change Orders. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment, Purchase Order and/or Change Order within the scope of the Contract, unless the change is administrative or otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized Contract Amendments, Purchase Orders and/or Change Orders, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 6.2. Subcontracts. The Contractor shall not enter into any subcontract under this Contract without the advance written approval of the Procurement Officer. The subcontract shall incorporate by reference all material and applicable terms and conditions of this Contract.
- 6.3. Assignments and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

7. Risk and Liability

- 7.1. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received and accepted by authorized personnel at the location designated in the Purchase Order, Change Order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

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7.2. Mutual 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.

7.3. Force Majeure.

7.3.1. Liability and Definition. 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; acts of terrorism; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-interventions not caused by or resulting from the act or failure to act of the parties; failures or refusals to act by government authority not caused by or resulting from the act or failure to act of the parties; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence.

7.3.2. Exclusions. Force Majeure shall not include the following occurrences:

7.3.2.1. Late delivery of Materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

7.3.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

7.3.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

7.3.3. Notice. 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 practicable and no later than the following working day of the commencement thereof, and shall specify the causes of such delay in such notice. Such notice shall be 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 Amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

7.3.4. Default. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

7.4. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor for or toward the fulfillment of this Contract.

8. **Description of Materials** The following provisions shall apply to Materials only:

8.1. Liens. The Contractor agrees that the Materials supplied under this Contract are free of liens. In the event the Materials are not free of liens, Contractor shall pay to remove the lien and any associated damages or replace the Materials with Materials free of liens.

8.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor agrees that, for

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one year after acceptance by the State of the Materials, they shall be:

- 8.2.1. Of a quality to pass without objection in the Contract description;
- 8.2.2. Fit for the intended purposes for which the Materials are used;
- 8.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 8.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 8.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 8.3. Inspection/Testing. Subparagraphs 8.1 through 8.2 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 8.4. Compliance With Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 8.5. Survival of Rights and Obligations After Contract Expiration and Termination.
 - 8.5.1. *Contractor's Representations.* All representations and warranties made by the Contractor under this Contract in paragraphs 7 and 8 shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12.510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.
 - 8.5.2. *Purchase Orders and Change Orders.* Unless otherwise directed in writing by the Procurement Officer, the Contractor shall fully perform and shall be obligated to comply with all Purchase Orders and Change Orders received by the Contractor prior to the expiration or termination hereof, including, without limitation, all Purchase Orders and Change Orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

9. State's Contractual Remedies

- 9.1. Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to, perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract.
- 9.2. Stop Work Order.
 - 9.2.1. *Terms.* The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period up to ninety (90) Days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 9.2.2. *Cancellation or Expiration.* If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

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- 9.3. Non-exclusive Remedies. The rights and remedies of ADHS under this Contract are not exclusive, and ADHS is entitled to all rights and remedies available to it, including those under the Arizona Uniform Commercial Code and Arizona common law.
- 9.4. Right of Offset. The State shall be entitled to offset against any sums due the Contractor in any Contract with the State or damages assessed by the State because of the Contractor's non-conforming performance or failure to perform this Contract. The right to offset may include, but is not limited to, a deduction from an unpaid balance and a collection against the bid and/or performance bonds. Any offset taken for damages assessed by the State shall represent a fair and reasonable amount for the actual damages and shall not be a penalty for non-performance.

10. **Contract Termination**

- 10.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is, or becomes at any time while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 10.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement, securing the Contract or an Amendment to the Contract, or receiving favorable treatment concerning the Contract, including the making of any determination or decision about Contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 10.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor or its subcontractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
- 10.4. Termination Without Cause.
- 10.4.1. Both the State and the Contractor may terminate this Contract at any time with thirty (30) days' notice in writing specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.
- 10.4.2. If the Contractor terminates this Contract, any monies prepaid by the State, for which no service or benefit was received by the State, shall be refunded to the State within 5 days of the termination notice. In addition, if the Contractor terminates the Contract, the Contractor shall indemnify the State for any sanctions imposed by the funding source as a result of the Contractor's failure to complete the Contract.
- 10.4.3. If the State terminates this Contract pursuant to this Section, the State shall pay the Contractor the Contract price for all Services and Materials completed up to the date of termination. In a fixed price contract, the State shall pay the amount owed for the Services or Materials by multiplying the unit of service or item cost by the number of unpaid service units or items. In a cost reimbursement contract, the ADHS shall pay for any costs that the Contractor can document as having been paid by the Contractor and approved by ADHS. In addition, the Contractor will be paid its reasonable actual costs for work in progress as determined by Generally Accepted Accounting Principles.

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(GAAP) up to the date of termination. Upon such termination, the Contractor shall deliver to the ADHS all deliverables completed. ADHS may require Contractor to negotiate the terms of any remaining deliverables still due.

- 10.5. Mutual Termination. This Contract may be terminated by mutual written agreement of the parties specifying the termination date and the terms for disposition of property and, as necessary, submission of required deliverables and payment therein.
- 10.6. Termination for Default. The State reserves the right to terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material obligation, term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. In the event the ADHS terminates the Contract in whole or in part as provided in this paragraph, the ADHS may procure, upon such terms and in such manner as deemed appropriate, Services or Materials, similar to those terminated, and Contractor shall be liable to the ADHS for any excess costs incurred by the ADHS in obtaining such similar Services or Materials.
- 10.7. Continuation of Performance Through Termination. Upon receipt of the notice of termination and until the effective date of the notice of termination, the Contractor shall perform work consistent with the requirements of the Contract and, if applicable, in accordance with a written transition plan approved by the ADHS. If the Contract is terminated in part, the Contractor shall continue to perform the Contract to the extent not terminated. After receiving the notice of termination, the Contractor shall immediately notify all subcontractors, in writing, to stop work on the effective date of termination, and on the effective date of termination, the Contractor and subcontractors shall stop all work.
- 10.8. Disposition of Property. Upon termination of this Contract, all property of the State, as defined herein, shall be delivered to the ADHS upon demand.

11. Arbitration

Pursuant to A.R.S. § 12-1518, disputes under this Contract shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12 -133.

12. Communication

- 12.1. Program Report. When reports are required by the Contract, the Contractor shall provide them in the format approved by ADHS.
- 12.2. Information and Coordination. The State will provide information to the Contractor pertaining to activities that affect the Contractor's delivery of services, and the Contractor shall be responsible for coordinating their activities with the State's in such a manner as not to conflict or unnecessarily duplicate the State's activities. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to the State throughout the effective period of the Contract.

13. Client Grievances

If applicable, the Contractor and its subcontractors shall use a procedure through which clients may present grievances about the operation of the program that result in the denial, suspension or reduction of services provided pursuant to this Contract and which is acceptable to and approved by the State.

14. Sovereign Immunity

Pursuant to A.R.S. § 41-621(O), the obtaining of insurance by the State shall not be a waiver of any sovereign immunity defense in the event of suit.

15. Administrative Changes

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The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to administrative errors in a written confirmation letter with a copy of the corrected Administrative Change attached.

16. Survival of Terms After Termination or Cancellation of Contract

All applicable Contract terms shall survive and apply after Contract termination or cancellation to the extent necessary for Contractor to complete and for the ADHS to receive and accept any final deliverables that are due after the date of the termination or cancellation.

17. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

17.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

17.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

18. Comments Welcome

The ADHS Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: ADHS Procurement Administrator, Arizona Department of Health Services, 150 North 18th Avenue, Suite 280, Phoenix, Arizona 85007.

19. Data Universal Numbering System (DUNS) Requirement

For federal funding, pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

20. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrc.gov/>

If applicable, the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This

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form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding \$30,000.00 during the term of the Award.

21. Contracting; Procurement; Investment; Prohibitions

- 21.1. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
- 21.2. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.
- 21.3. Contractor hereby certifies that it is not currently engaged in, and will not for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by the State up to and including termination of this Contract.

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1. Background

The Arizona Immunization Program Office (AIPO) has contracted with County Health Departments since 1993 to provide immunization-related services. The Scope of Services reflects activities necessary to reach the national immunization goals and objectives outlined by the Centers for Disease Control and Prevention (CDC) and the Healthy People website, www.healthypeople.gov. All objectives and related activities identified in this Scope of Services include the Contractor as well as all public health entities involved with immunizations within the Contractor's jurisdiction.

2. Objective

- 2.1. Enhance program stewardship and accountability for all publicly-purchased vaccine in support of the Vaccines for Children Program (VFC) and the Vaccines for Adults Program (VFA);
- 2.2. Provide vaccines to children and adults in accordance with recommendations of the Centers for Disease Control and Prevention's (CDC) Advisory Committee on Immunization Practices (ACIP);
- 2.3. Assess and improve immunization coverage levels for children and adults;
- 2.4. Assure access to vaccines for eligible populations in Arizona; and
- 2.5. Prevent and control Vaccine-Preventable Diseases (VPD).

3. Scope of Service

The services shall be provided throughout the Contractor's jurisdiction. The Tasks described herein are provided to outline the services required. The tasks, activities and deliverables shall be performed according to the state fiscal funding year of July - June.

4. Tasks

The Contractor shall provide:

4.1. Activity One (1) Immunization Action Plan (IAP)

- 4.1.1. Develop and implement an annual IAP to ensure that immunization coverage levels in the County's child, adolescent, and adult populations improve for both public and private health care recipients. Evidence-based strategies can be taken from the "Guide to Community Preventive Services" at <http://thecommunityguide.org/vaccine>. At a minimum, the IAP must contain the following:
 - 4.1.1.1. The current delivery method of immunization services in the public sector to include the number of immunization clinics, the location of clinics, the dates and times of clinics, and documentation of any changes made to delivery services for the purpose of increasing immunization coverage levels;
 - 4.1.1.2. The identified strategies to assist and coordinate efforts to provide immunizations to the community, to include county-specific time frames and process for conducting Reminder/Recall activities;
 - 4.1.1.3. The identification of low or lagging vaccination coverage among children, adolescents, adults, special populations and pockets of need relevant to Contractor's jurisdiction, using best available evidence and data including State reports and locally gathered statistics; and

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- 4.1.1.4. A description of how activities will accomplish the objectives and tasks within this Scope of Work and address low or lagging coverage rates.
- 4.1.2. Share the IAP and Assessment Feedback Incentive and eXchange (AFIX) Assessment Report results with the Medical Director, Local Health Officer (LHO), and/or other staff for review and/or approval as dictated by county health department protocol.
- 4.2. Activity Two (2) Child and Adolescent Immunizations
 - 4.2.1. Collaborate with public and private sector organizations, such as the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), to promote child and adolescent immunizations in an effort to raise coverage levels, striving to reach Healthy People immunization rates located at www.healthypeople.gov. The Contractor shall:
 - 4.2.1.1. Be enrolled as a Vaccines for Children (VFC) provider and comply with the program requirements as defined in the Arizona VFC Program Provider Enrollment Agreement, the Arizona VFC Operations Guide and AIPO directives on appropriate use of 317 funded vaccine;
 - 4.2.1.2. Be responsible for compliance with VFC storage, handling, and administration requirements and for preventing any loss or wastage of its vaccine used in clinics sites or other venues;
 - 4.2.1.3. Provide immunizations to eligible children and adolescents, zero through eighteen (0-18) years of age, in accordance with ACIP recommendations;
 - 4.2.1.4. Distribute an immunization record to those who are immunized; may use the Arizona Lifetime Immunization Record Card (LIRC), an immunization record produced from ASIIS, or a record produced from a county-specific software program. The LIRC may be ordered by using SMARTworks or by using the Forms Request Order form located at <http://www.azdhs.gov/phs/immunization/vaccines-for-children/index.php?pg=forms>;
 - 4.2.1.5. In collaboration with AIPO staff, participate in and complete an annual on-site VFC compliance visit of contractor clinics/sites that receive publicly purchased vaccine from the State. The Contractor shall use *The Standards for Child and Adolescent Immunization Practices* located at <http://www.hhs.gov/nvpo/nvac/standar.html> to assist with development of clinic policy and procedures. The compliance visit shall include:
 - 4.2.1.5.1. A review of clinic immunization practices (documentation) and clinic vaccine management practices, to include ordering, inventory management, storage and handling, checking for VFC eligibility and reporting data to ASIIS;
 - 4.2.1.6. Participate, when able, in The Arizona Partnership for Immunization (TAPI) coalition's Community Awareness and Provider Awareness committees.
- 4.3. Activity Three (3) Adult Immunizations
 - 4.3.1. Collaborate with public and private sector organizations, as funding and vaccines become available, to promote adult immunizations in an effort to raise adult immunization coverage levels, striving to reach Healthy People immunization rates located at www.healthypeople.gov. The Contractor shall:
 - 4.3.1.1. If participating in the Vaccines for Adults (VFA) program, be enrolled as a VFA provider and comply with the program requirements as defined in the Arizona VFA Program Provider Enrollment Agreement, the Arizona VFA Operations Guide and AIPO directives on appropriate use of 317 funded vaccine;

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- 4.3.1.2. Be responsible for compliance with VFA storage, handling, and administration requirements and for preventing any loss or wastage of its vaccine used in clinics, sites, or other venues;
- 4.3.1.3. Provide immunizations to eligible adults, nineteen years of age and older (19+), in accordance with ACIP recommendations;
- 4.3.1.4. Distribute an immunization record to those who are immunized; may use the Arizona Lifetime Immunization Record Card (LIRC), an immunization record produced from ASIIS, or a record produced from a county-specific software program. The LIRC may be ordered by using SMARTworks or by using the Forms Request Order form located at <http://www.azdhs.gov/phs/immunization/vaccines-for-children/index.php?pg=forms>;
- 4.3.1.5. Use the Standards for Adult Immunization Practices to develop and implement strategies to increase immunization rates of special adult populations, such as, but not limited to, college students, educators, healthcare workers, and child care employees;
- 4.3.1.6. In collaboration with AIPO staff, participate in and complete an annual on-site VFA compliance visit of contractor clinics/sites that receive publicly purchased vaccine from the State. The Contractor shall use *The Standards for Adult Immunization Practices* located at <http://www.cdc.gov/vaccines/hcp/patient-ed/adults/for-practice/standards/to> assist with development of clinic policy and procedures. The compliance visit shall include:
 - 4.3.1.6.1. A review of clinic immunization practices (documentation) and clinic vaccine management practices, to include ordering, inventory management, storage and handling, checking for VFA eligibility and reporting data to ASIIS.
- 4.3.1.7. Participate, when able, in The Arizona Partnership for Immunization (TAPI) coalition's Community Awareness and Provider Awareness committees.

4.4. Activity Four (4) Arizona State Immunization Information System (ASIIS)

- 4.4.1. Enroll in ASIIS (<https://asiis.azdhs.gov>) and use this state registry system to place publicly-purchased vaccine orders; manage inventory of publicly-purchased vaccine; report, within thirty (30) days of administration date, immunizations administered to all children and adults who consent to entry into ASIIS; and retrieve information reported by other Arizona providers.
 - 4.4.1.1. Adhere to ARS 36-135, ARS 36-674, and Arizona Administrative Code (AAC) R9-6-701-708 and R9-5-304-305 located at: <http://www.azleg.gov/ArizonaRevisedStatutes.asp> ; and http://www.azsos.gov/public_services/table_of_contents.htm;
 - 4.4.1.2. Adhere to guidelines posted at the Arizona State Immunization Information System, (ASIIS) website (<http://azdhs.gov/phs/asiis/>);
 - 4.4.1.3. Refer to the Vaccines for Children (VFC) and Vaccines for Adults (VFA) Operations Guides;
 - 4.4.1.4. Ensure internet access for program personnel who will be using ASIIS;
 - 4.4.1.5. Submit any and all immunization staff changes to ASIIS. Staff members who are no longer employed by the Contractor will be inactivated. Contractor will use the most current VFC/VFA Profile Change Form when submitting changes. The ASIIS Pledge to

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Protect Confidential Information form is verified online annually through the ASIIS system.

4.5. Activity Five (5) AFIX Assessment Reports

4.5.1. AIPO will prepare and provide to the Contractor, on an annual basis, an Initial Assessment Report and a Follow-up Assessment Report (6 months after initial). Any subsequent follow-up that is indicated may occur any time after the first follow-up assessment. The Contractor shall review the AFIX Initial and Follow-up Assessment Reports, which provide data analysis of the immunization rates of children (24-35 months of age) and adolescents (13-18 years of age) immunized at the Contractor's clinic sites. These reports can be used to pinpoint strengths and areas of improvement. Results of the reports will be shared with clinic staff to identify:

4.5.1.1. Missed opportunities to immunize;

4.5.1.2. Invalid doses;

4.5.1.3. Missing immunizations;

4.5.1.4. Coverage levels; and

4.5.1.5. Continuous Quality Improvement (CQI) strategies to follow-up with under-immunized clients and to improve coverage levels.

4.5.2. Provide follow-up on all children and adolescents who were identified as not up-to-date during the AFIX Initial Assessment Report. The Contractor shall utilize a reminder system such as:

4.5.2.1. ASIIS Reminder/Recall;

4.5.2.2. Postcards;

4.5.2.3. Automated Phone Calling;

4.5.2.4. Staff telephone calls;

4.5.2.5. Texting; and/or

4.5.2.6. Other.

4.6. Activity Six (6) Reminder/Recall Activities

4.6.1. Conduct Reminder/Recall activities within time frames identified by the contractor in the IAP. Reminder/Recall activities will include notification to parents/guardians of all children and adolescents served by the county. These activities will include, but not be limited to, reminders of when the next vaccination visit is due, as well as recall of any children and adolescents who are overdue for vaccinations, or who have missed an immunization visit;

4.6.2. May conduct Reminder/Recall activities for adults served by the County. These activities may include, but not be limited to, reminders of when the next vaccination visit is due, as well as recall of any adults who are overdue for vaccinations, or who have missed an immunization visit;

4.6.3. Report Reminder/Recall activities and efforts in the Quarterly Progress Report and make reports available to AIPO during any compliance and/or review visits.

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4.7. Activity Seven (7) Perinatal Hepatitis B Case Management

- 4.7.1. Implement Perinatal Hepatitis B program activities designed to prevent the spread of the hepatitis B virus (HBV) from mother to newborn. The contractor shall comply with Chapter Eight (8) of the Perinatal Hepatitis B Prevention Program Manual (<http://azdhs.gov/phs/immunization/perinatal-hepatitis-b.htm>). Office of Infectious Disease Services (OIDS) will provide the Contractor with county-specific information on HBsAg-positive (HBsAg+) identified pregnant women and infants. The Contractor shall then conduct the following activities and provide the state Perinatal Hepatitis B program with data on case management and services provided to the County's perinatal hepatitis B cases:
 - 4.7.1.1. Provide high-risk case management, including home visits if necessary, to assure that all infants born to HBsAg+ mothers (including infants born to mothers whose HBV status is unknown) are offered appropriate prophylactic treatment after birth;
 - 4.7.1.2. Provide high-risk case management, including home visits if necessary, to assure infants born to positive mothers receive time appropriate subsequent doses of hepatitis B vaccine and receive post vaccination serologic testing (PVST) at nine to twelve (9-12) months of age (or 1-2 months after the final dose of the vaccine series, if the series is delayed);
 - 4.7.1.3. Implement measures to assure that all identified household/sexual contacts of HBsAg+ mothers in the County are offered testing (to include HBsAg and anti-HBs) for susceptibility and immunized if susceptible; and
 - 4.7.1.4. Report to OIDS, at least quarterly, in a Department-provided format, data specified in Chapter eight (8) of the Perinatal B Prevention Program Manual on HBsAg+ women, their contacts, and infants born to HBsAg+ women.

4.8. Activity Eight (8) Community Outreach Education

- 4.8.1. Promote immunizations, in partnership with public and private sector organizations, by using educational materials, social media, newsletters, communicable disease bulletins, websites, email list services, and other outreach methods. Document these activities in the Quarterly Progress Report;
- 4.8.2. Conduct activities, as staffing allows, at immunization clinics to promote and increase attendance of children, adolescents, and adults, as appropriate, during events such as National Infant Immunization Week (NIIW) in April, Child Health Month (October), National Immunization Awareness Month (August), Influenza Vaccination Week (December), and other immunization promotional events. Document these activities in the Quarterly Progress Report;
- 4.8.3. When possible, include copies or samples of promotional efforts and activities (flyers, website postings, advertisements, etc.) with the Quarterly Progress Report and/or make available to AIPO during any compliance and/or review visits.

4.9. Activity Nine (9) Healthcare Provider Education

- 4.9.1. Coordinate and/or provide, upon request or identified need, immunization education programs for staff of private medical offices and clinics, hospitals, schools, or other immunization administration sites. Suggested program topics include, but are not limited to, vaccine administration, immunization schedules, immunization assessments, immunization registry/tracking, and vaccine storage and handling;
- 4.9.2. If education is provided, document these activities in the Quarterly Progress Reports;

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- 4.9.3. Attendance sheets and/or program agenda and handouts will be retained by the Immunization Coordinator for a minimum of two (2) years and are to be made available to AIPO during any compliance and/or review visits.
- 4.10. Activity Ten (10) CHD Immunization Staff Education
 - 4.10.1. Ensure that immunization program staff members view the CDC Epidemiological and Prevention of Vaccine-Preventable Diseases (Pink Book) program upon orientation;
 - 4.10.2. Share immunization information received from ADHS, CDC, TAPI and/or other agencies with immunization program staff members;
 - 4.10.3. Ensure that, on a yearly (reporting year) basis, the County Immunization Program Coordinator, or appropriate substitute, attends or participates in four (4) quarterly Immunization Services Meetings (ISM) conducted by AIPO, a minimum of one (1) state or national immunization conference, and one (1) additional immunization education program offered in person or remotely by ADHS, CDC, or other recognized community, local, state or federal immunization partner;
 - 4.10.4. Maintain staff records of education course attendance/completions for a minimum of two (2) years. Course completion certificates may be obtained from the entity or facility providing the education or may be on a county-specific form.
- 4.11. Activity Eleven (11) Vaccine Adverse Event Reporting System (VAERS)
 - 4.11.1. Comply with the immunization provider responsibilities as defined in the National Childhood Vaccine Injury Act located at:
<http://www.cdc.gov/vaccinesafety/ensuringsafety/history/index.html/>.
 - 4.11.1.1. Submit reports of adverse reactions or events that occurred specific to the Contractor's vaccine administration sites to the electronic VAERS located at:
<http://vaers.hhs.gov/index/> within seventy-two (72) hours of notification of the adverse event;
 - 4.11.1.2. Submit a copy of the electronic VAERS report and any follow-up reports to AIPO; and
 - 4.11.1.3. Follow-up on any reports as requested by CDC or AIPO.
- 4.12. Activity Twelve (12) VPD Outbreak and Pandemic Preparedness
 - 4.12.1. The Contractor will assist in VPD outbreaks and pandemic responses in coordination with equivalent county public health preparedness programs and other relevant partners. Immunization staff will contribute, when asked, to the development or revision of county public health preparedness program response plans. Preparedness activities may include mass vaccination exercises, identification of priority groups and hard-to-reach populations for immunization, and identification of critical infrastructure personnel.
- 4.13. Activity Thirteen (13) (At the Contractor's Option) School/Child Care Immunization Data Reports (IDRs)
 - 4.13.1. It is the responsibility of schools and child care facilities to complete and submit the annual Immunization Data Report (IDRs) to AIPO. The Contractor is encouraged, when able, to support and work directly with school and child care facilities to improve compliance with state immunization requirements as specified by the Arizona Revised Statutes and Arizona Administrative Code, and assist with the submission of required reports in the format prescribed by AIPO/ADHS and posted at <http://azdhs.gov/phs/immunization/school-childcare/data-reports.htm>. IDR data is posted on the ADHS website, but upon request, AIPO will provide the

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Contractor with a list of county-specific schools and child care centers that might need assistance with compliance or have not submitted the IDR. Assistance may include on-site visits to provide education and technical support. If on-site assistance is provided, the Contractor shall incorporate one or more of the following tasks:

4.13.1.1. Review immunization records;

4.13.1.2. Assist the site in completing a "Referral Notice of Inadequate Immunization" for each under-immunized child;

4.13.1.3. Complete and submit the site's IDR for each grade level as required by AIPO/ADHS.

4.14. Activity Fourteen (14) (At the Contractor's Option) Immunization Data Report (IDR) Validation

4.14.1. Support AIPO/ADHS, if able, in completing CDC-selected school and/or child care IDR validations. Work will include on-site visits to assess the immunization status of each state-required immunization for 30 randomly-selected students within the designated grade. Contractor will also note the number and types of exemptions and if exemptions are completed and valid (submitted on state-approved forms.) Data shall be collected on a standard form provided by AIPO. Data shall be sent to AIPO to consolidate for state validation.

5. Requirements

The activities in this Contract shall be performed by the Contractor, or its partners, for the purpose of increasing immunization coverage levels of children 0 through 18 years of age and adults 19 years of age and older in both the public and private sectors of health care. Funds shall be used for immunization-related services and activities and in accordance with any federal and state regulations.

6. Deliverables

The Contractor shall:

- 6.1. Complete and submit, within thirty (30) days (but no later than 45 days) of the new reporting year, an Annual Immunization Action Plan (IAP);
- 6.2. Complete and submit, within thirty (30) days (but no later than 45 days) of the end of each quarter, a quarterly Contractor's Expenditure Report (CER), with supporting documentation, listing all immunization activities and reports for which reimbursement is due. The Contractor is expected to use the funds received from the CER for immunization-related services and activities and in accordance with federal and state regulations;
- 6.3. Complete and submit, within thirty (30) days (but no later than 45 days) of the end of each quarter, a Quarterly Progress Report.

7. Notices, Correspondence, and Reports

7.1. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

Immunization Services Manager
Immunization Program Office
Arizona Department of Health Services
150 N. 18th Avenue, Suite 120
Phoenix AZ 85007
Telephone: 602:364-3626
FAX: 602:364-3285

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- 7.2. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

Gila County Division of Health & Emergency Services
 5515 South Apache Ave., Suite 100
 Mailing Address: 1400 East Ash
 Globe, AZ 85501
 Phone: 928-402-8767
 Fax: 928-425-0794

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT PRICE SHEET
ADHS18-177678	

Activity	Frequency	Unit Rate	Unit of Measure	Total
Total Personnel/ERE; Salary/Fringe – May claim only salary and fringe benefits for immunization program staff/other staff who work to meet contract requirements	Yearly	N/A	Total	Up to \$50,000.00
Immunization Visit for children zero (0) to eighteen (18) years of age who meet VFC eligibility requirements. Do not include visits for insured children.	Quarterly	\$50.00	Per Visit	As approved by ADHS and authorized by purchase order
Immunization Visit for adults nineteen (19) years of age and older who meet VFA eligibility requirements. Do not include visits for insured adults	Quarterly, when specific VFA funds are available	\$50.00	Per Visit	
Immunization Completion report for children zero (0) to twenty-four (24) months of age for the 4:3:1:3:3:1:4 series	Quarterly	\$100.00	Per Series Completion	
Perinatal Hepatitis B Case Management – Prenatal	Quarterly	\$300.00	Per Case	
Perinatal Hepatitis B Case Management – Postnatal	Quarterly	\$200.00	Per Case	
Immunization Visit for Flu Vaccine, in children and adults who meet VFC and VFA eligibility requirements. Do not include visits for insured children or adults.	When specific pan flu vaccine funds are available	\$50.00	Per Visit	
IDR Submission – Preparation and Submittal of School/Child Care IDR by CHD nurse or in cooperation with school/child care personnel	Optional	\$250.00	Each/per grade level IDR	
IDR Validation – On-site visit to schools/child care facilities to validate IDR submission data	Optional	\$50.00	Each/per grade level validation	

*Prices may be reviewed and adjusted annually over the term of the contract.

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT ONE (1)
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Scheduled Reports Delivery

Reports	Due Date (based on State Fiscal Year Funding of July – June)
Immunization Action Plan (IAP)	August 30 (September 15)
Quarterly Progress Reports	1 st Qtr – October 30 (Nov 15) 2 nd Qtr – January 30 (Feb 15) 3 rd Qtr – April 30 (May 15) 4 th Qtr – July 30 (Aug 15)
Contractor Expenditure Report (CER) to include pertinent documentation, such as Hepatitis B Line Listing Reports, VFC and VFA visit reports, completion/coverage level reports, IDR Submission form/copies, IDR Validation for	1 st Qtr – October 30 (Nov 15) 2 nd Qtr – January 30 (Feb 15) 3 rd Qtr – April 30 (May 15) 4 th Qtr – July 30 (Aug 15)

CONTRACT NUMBER	INTERGOVERNMENTAL AGREEMENT EXHIBIT TWO (2)
ADHS18-177678	

Fee for Service Definitions

1. Fixed Price

1.1. Immunization Administration

- 1.1.1. "Immunization Visits Fee" is the rate paid to supplement the county-specific administration cost for each child immunization visit. The fee will only be applied to VFC and FVA eligible visits and should not be used for private insurance visits. When able, please use ASIIS reports such as the ASIIS Vaccines for Children Accountability Log, VFC Vaccination Breakdown Report, or the Vaccination Total Report as source documents when submitting the quarterly CER. CHDs may also use internal electronic medical report (EMR) documents to report visits.
- 1.1.2. "Completions" is the rate paid for each child who completes (receives valid dose of) four (4) DTaP, three (3) Polio, one (1) MMR, three (3) Hib, three (3) Hep B, and one (1) Varicella, and four (4) Pneumococcal vaccines by twenty-four (24) months of age. Contractor is advised that this immunization completion series is subject to change based on future CDC and AIPO requirements or recommendations. When able, please use ASIIS reports such as ASIIS Coverage Data Report as source documents when submitting the quarterly CER.

1.2. Perinatal Hepatitis B Case Management

Perinatal Hepatitis B Case Management spans from the mother's initial interview through to completion of all preventive services for the infant and the household/sexual contacts. It is anticipated that cases should not take more than eighteen (18) months to complete.

Contract payment for each case will be paid in two increments, depending upon completion of prenatal and postnatal services:

- 1.2.1. "Pre-Natal Management" is the rate paid to include date of initial client interview, identification of household and sexual contacts, testing and/or immunization of contacts or documentation of previous services or refusal of services. All services will be reported in a Department-provided format. A report of services completed, in a Department-provided format, shall accompany the quarterly CER.
- 1.2.2. "Post-Natal Management" is the rate paid to include obtaining name of birth hospital, infant's name, date of birth (DOB), birth weight, date of administration of HBIG and Hepatitis B #1, and the name of the infant's healthcare provider. The rate also includes obtaining subsequent dates for the remaining two (2) doses of Hepatitis B vaccine as well as the dates and results of post serology follow-up or documentation of refusal.

Per CDC guidelines (refer to Hepatitis B Manual identified in Activity 2.1) infants born to HBsAg positive mothers should receive Hepatitis #3 optimally by six (6) months of age (and more than 24 weeks) of age. All services will be reported in a Department-provided format. A report of services completed, on a Department-provided format, shall accompany the quarterly CER.

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ADHS18-177678	EXHIBIT TWO (2)

1.3. Immunization Data Report (IDR) Submission (Optional)

1.3.1. An "Immunization Data Report (IDR)" is an AIPO-designed form used to collect enrollment and immunization information from schools, child care centers, and Head Start Programs about children in an age group or at a grade level required by ADHS. Information about the IDR and a link to the survey site can be found on the AIPO website at <http://www.azdhs.gov/phs/immunization/school-childcare/data-reports.htm>. IDRs shall include the number of children enrolled, the number of enrolled children who have proof of each required immunization dose, and the number of enrolled children who have exemptions from state required immunizations. Schools and child care centers are required to submit an annual Immunization Data Report by November 15th per Arizona Revised Statutes 15-874, and Arizona Administrative Code, R9-6-707.

1.3.2. "Immunization Data Report Submission" is the rate compensated for submitting an IDR report per child care center or per grade level for a school. This rate includes at least one site visit to the school or child care center by the CHD nurse in cooperation with school/child care personnel, and documentation of the completed Immunization Data Report. Documentation of electronic submission is satisfied by indicating the following in the comments field of the IDR survey:

- 1) Name of the County personnel who assisted;
- 2) Time and Date of visit; or
- 3) Approximate time/hours of assistance provided.

1.4. Immunization Data Report Validation (Optional)

1.4.1. IDR Validation is a process by which state and/or county personnel visit a sample of schools and/or child care centers assigned by the Centers for Disease Control and Prevention – Assessment Branch and validate student immunization records. Thirty (30) students from the designated grade(s) are randomly chosen and the immunization status is recorded on a form designed by AIPO. AIPO then assesses aggregate validation data. AIPO traditionally uses 90% or 95% confidence interval with a minimum level of precision of 0.02 – 0.03.

1.4.1.1. IDR Validation is a rate compensated for completion and submission of an IDR Validation to AIPO per grade level for a school or child care center. This rate includes on site visit to the school or child care center by the County personnel and completion of validation. To be compensated for an IDR Validation, county personnel shall claim the number of audits completed on their CER. The CER data will be confirmed/verified by the AIPO Assessment Manager.

ARF-6347

Regular Agenda Item 2. D.

Regular BOS Meeting

Meeting Date: 12/01/2020

Submitted For: Michael O'Driscoll, Director

Submitted By: Michael O'Driscoll, Director

Department: Health & Emergency Management Division: Health Services

Information

Request/Subject

To move forward with canceling the Intergovernmental Agreement (IGA) between Star Valley and Gila County Animal Control and begin the process by sending the required 30-day notification to the Town of Star Valley.

Background Information

On July 10, 2009, the Gila County Board of Supervisors approved an Intergovernmental Agreement between the Town of Star Valley and Gila County Animal Control to provide the Town of Star Valley with certain animal control services. The Gila County Sheriff's Office has been providing law enforcement for the Town of Star Valley since 2009. Also, since 2009 the Gila County Animal Control and Gila County Sheriff's Office have worked together to provide animal control services to the Town of Star Valley which included the Sheriff's Officers responding to after-hour calls, on weekends, and holidays. Since 2009, there has been no service fee charged to the Town of Star Valley to respond to these calls by the Gila County Sheriff's Office.

Between January 1, 2018, to September 2020 the Gila County Sheriff's Office has handled 184 animal control calls for after-hours, weekends, and holidays.

In September 2020, the Town of Star Valley contracted law enforcement services with the Town of Payson Police Department ending the contract with the Gila County Sheriff's Office. In October 2020, the Gila County Animal Control Manager was notified by the Payson Police Department that they will not be dispatching officers to after hour, weekend, and holiday calls.

Evaluation

Having the Gila County Animal Control staff begin to respond to all after hour, weekend, and holiday animal control calls in the Town of Star Valley would have a negative impact on the Gila County Animal Control budget. This would require additional funding to cover the added overtime and weekend coverage to provide animal control services to the Town of Star Valley. Therefore, it is the opinion of the Gila County Health & Emergency Management Director that it makes good fiscal sense to cancel the current IGA with the Town of Star Valley to provide animal control services.

Conclusion

Having the Gila County Animal Control staff begin to respond to all after hour, weekend, and holiday animal control calls in the Town of Star Valley would have a negative impact on the Gila County Animal Control budget. This would require additional funding to cover the added overtime and weekend coverage to provide animal control services to the Town of Star Valley. Therefore, it is the opinion of the Gila County Health & Emergency Management Director that it makes good fiscal sense to cancel the current IGA with the Town of Star Valley to provide animal control services.

Recommendation

It is the recommendation by the Gila County Health & Emergency Management Director to have the Board of Supervisors begin the process of canceling the Intergovernmental Agreement between the Town of Star Valley and Gila County Animal Control and send the required 30-day cancellation notification to the Town of Star Valley.

Suggested Motion

Information/Discussion/Action to authorize the cancellation of an Intergovernmental Agreement between the Town of Star Valley and Gila County Animal Control which includes sending the required 30-day cancellation notification to the Town of Star Valley. **(Michael O'Driscoll)**

Attachments

SV Gila Animal Control IGA

INTERGOVERNMENTAL AGREEMENT

Between the TOWN OF STAR VALLEY and the COUNTY OF GILA

ANIMAL CONTROL SERVICES

THIS AGREEMENT, entered into this 7th day of July, 2009, by and between the TOWN OF STAR VALLEY, a municipal corporation of Arizona (hereinafter the "TOWN"), and GILA COUNTY'S DIVISION OF HEALTH AND COMMUNITY SERVICES, a political subdivision of the State of Arizona (hereinafter the "COUNTY");

RECITALS

WHEREAS, the COUNTY, through the Division of Health and Community Services, provides rabies and animal control services in the unincorporated areas of Gila County including the areas surrounding the corporate boundaries of the TOWN.

WHEREAS, the TOWN wishes to provide for animal control services within its municipal boundaries; and

WHEREAS, the parties have determined that an Agreement whereby the COUNTY provides animal control services within the TOWN'S corporate limits will allow the TOWN to better serve persons within its municipal boundaries in a cost-effective manner; and

WHEREAS, the parties are authorized pursuant to ARS § 11-952, to enter into agreements for joint or cooperative action

NOW, THEREFORE, the parties agree as follows:

1. The TOWN shall adopt Gila County's existing Animal Control Ordinance number 01-3 and Barking Dog Prohibition Ordinance number 01-4 as the Town's Animal Control/Barking Dog Ordinance.
2. The COUNTY will be the initial contact; citizens that contact the TOWN will be directed to call the COUNTY for rabies/animal control services.
3. The COUNTY shall enforce existing county leash law and barking dog ordinances within the TOWN.
4. The COUNTY shall issue citations within the boundaries of the TOWN to ordinance violators requiring appearances in front of the COUNTY'S animal control hearing officer.

5. The TOWN shall pay for all return investigation calls but agrees that routine patrol is not required.
6. The COUNTY shall impound animals within the TOWN boundaries that are apprehended in violation of the COUNTY'S leash law ordinance.
7. The COUNTY shall enforce the TOWN'S dog license ordinance and TOWN dog licenses will be issued.
8. The COUNTY shall investigate and verify claims regarding barking dog and dog at large complaints within TOWN boundaries.
9. The COUNTY shall testify in hearings regarding the violation of county ordinances within TOWN boundaries.
10. The COUNTY will enforce ARS Animal Neglect

COMPENSATION

As full and complete compensation for regular general animal control services provided pursuant to this Intergovernmental Agreement, the TOWN shall pay the COUNTY \$50 per dog call for regular service calls between Monday-Friday 8am – 5pm and \$100 per dog call for after-service calls/weekend calls. The TOWN will pay the COUNTY monthly, based on an invoice submitted by the COUNTY. The invoice shall be mailed to: The Town of Star Valley – Accounts Payable, HC 5 Box 49-90, Star Valley, AZ 85541.

The Town shall indemnify and hold the County harmless for any claim or lawsuit which arises as a result of this Intergovernmental Agreement.


AGREEMENT TERMS

This agreement shall continue, unless either party gives a 30 day notice to cancel.

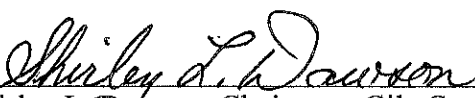
AGREEMENT AMENDMENTS

Amendments to this agreement shall be agreed to by both parties in writing and take effect the 1st of the month after the date of amendment.

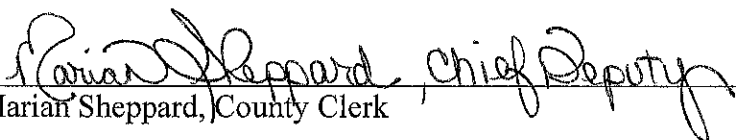
Approved as to form:

X  Date 6-9-9
Bryan Chambers, Chief Deputy County Attorney


Approved:

X  Date 7/7/09
Shirley L. Dawson, Chairman, Gila County Board of Supervisors


Attest:


Marian Sheppard, County Clerk

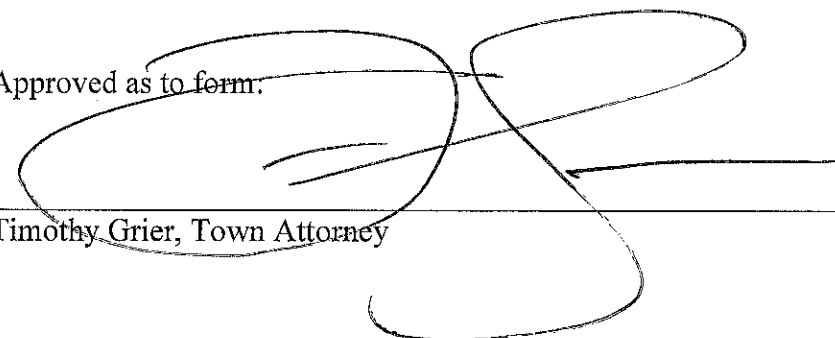
Approved:

X  Date 5-22-09
Bill Rappaport, Mayor, Star Valley

Attest:

 Date: 5-22-09
Sarah Luckie, Town Clerk

Approved as to form:


Timothy Grier, Town Attorney

ARF-6364

Regular Agenda Item 2. E.

Regular BOS Meeting

Meeting Date: 12/01/2020

Submitted For: Michael O'Driscoll, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Health & Emergency Management

Fiscal Year: 2021 Budgeted?: Yes

Contract Dates 10-20-20 to 02-31-22 Grant?: Yes

Begin & End:

Matching No Fund?: New

Requirement?:

Information

Request/Subject

Amendment No. 1 to Contract No. 072920-*Sub Grantee for COVID-19 Incident Management Support*

Background Information

On October 20, 2020, the Board of Supervisors awarded Contract No. 072920-Sub-Grantee for *COVID-19 Incident Management Support* to Command Solutions 4 in the amount of \$442,000.

The Health and Emergency Management Department has been awarded a \$1.6 million dollar 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).

Evaluation

Amendment No.1 to Contract No. 072920-*Sub-Grantee for COVID-19 Incident Management Support* will serve to increase the contract amount from \$442,000 to \$882,000 and extend the term of the contract to 2/28/2022.

Our response to COVID-19 is trending to be a long-term event that will require extended staffing of many positions in the Incident Command Structure (ICS) that are not typically funded. Additionally, Health & Emergency Management has the upcoming challenge to hopefully plan mass vaccinations of all Gila County residents when and if a COVID-19 vaccination is approved for distribution. In order to meet the deliverables of the new Expanded Lab Capacity funding, and continue our current public health prevention work, Health and Emergency Management is seeking approval of this amendment.

Conclusion

The Health & Emergency Management Department Director would like to amend Contract No. 072920-*Sub-Grantee for COVID-19 Incident Management Support* to increase the contract from \$442,000 to \$882,000 and extend the term of the contract to 2/28/2022. Amendment No. 1 to the contract will affect this change.

Recommendation

It is the recommendation of the Finance Director and the Health & Emergency Management Department Director that the Board of Supervisors approves Amendment No. 1 to Contract No. 072920-*Sub-Grantee for COVID-19 Incident Management Support* to increase the contract from \$442,000 to \$882,000 and extend the term of the contract to 2/28/2022.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 1 to Contract No. 072920-*Sub-Grantee for COVID-19 Incident Management Support* between Gila County and Command Solutions 4 to change the contract from \$442,000 to \$882,000 and extend the term of the contract to February 28, 2022. **(Michael O'Driscoll)**

Attachments

Amendment No. 1 to Contract No. 072920
Contract No. 072920



AMENDMENT NO. 1

The following amendments are hereby incorporated into the agreement for the below project

SUB-GRANTEE FOR COVID-19 INCIDENT MANAGEMENT SUPPORT

HEALTH AND EMERGENCY MANAGEMENT

Effective October 20, 2020 Gila County and Command Solutions 4 entered into a contract whereby Command Solutions 4 agreed to provide **Sub-Grantee for COVID-19 Incident Management Support**.

Health and Emergency Management would like to increase the original contract amount of Four Hundred Forty-Two Thousand dollars and 00/100's (\$442,000) by an additional Four Hundred Thousand dollars and 00/100's (\$400,000) to assemble a recovery phase workgroup (large venues, museums, parks, etc.) and develop a plan based on COVID-19 seroprevalence for food establishments, swimming pools, hotel/motels, children's camps, day care centers, large venues, museums, parks, businesses, and schools to ensure compliance with State and local health ordinances and orders concerning COVID-19.

Amendment No. 1 to Contract No. 072920 will serve to increase the contract amount by an amount of Four Hundred Thousand dollars and 00/100's (\$400,000).

Further, Amendment No. 1 to Contract No. 072920 will allow for Gila County to extend the term of the Contract from October 20, 2020 to February 28, 2022

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the October 20, 2020 to February 28, 2022 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 CONTRACT NO. 072920

APPROVED:

Chairman of the Board



Command Solutions 4

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office

GILA COUNTY

REQUEST FOR PROPOSALS (RFP) NO. 072920

SUB-GRANTEE FOR COVID-19 INCIDENT MANAGEMENT SUPPORT

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



BOARD OF SUPERVISORS
Woody Cline, Chairman
Timothy Humphrey, Vice Chairman
Tommie C. Martin, Member

COUNTY MANAGER
James Menlove



GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 072920
SUB-GRANTEE FOR COVID-19 INCIDENT MANAGEMENT SUPPORT

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to develop a program for Sub-Grantee for COVID-19 Incident Management Support.

SUBMITTAL DUE DATE: 3:00 PM, MST, September 15, 2020

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

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

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

All proposals shall be made on the request for sealed proposals forms included in this RFP No. 072920 package and shall include all applicable taxes.

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

http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire request for proposal.

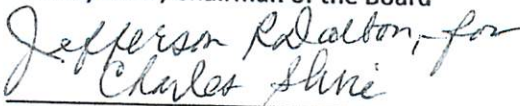
Any questions regarding this request for proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at bhurst@gilacountyaz.gov, 928-402-4355.

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

Dates advertised in the Payson Roundup: August 25, 2020 and, September 1, 2020

Signed: 
Woody Cline, Chairman of the Board

Date: 8/17/20

Signed: 
The Gila County Attorney's Office

Date: 8/17/20

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INTENT

REQUEST FOR PROPOSAL FOR: **Sub-Grantee for COVID-19 Incident Management Support**

INTENT:

Gila County Public Health and Emergency Management are 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 of 2022 and will involve all aspects of our current and future response.

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

SCOPE OF WORK:

The project(s) shall consist of successful Respondent providing all qualified personnel, supervision, services, materials, equipment, facilities, travel, overhead, and incidentals necessary for COVID-19 Program Management Support for Gila County. The services to be performed by the Respondent may include, but are not limited to, the following:

Incident Command

- Supervise the organization's on-scene response
- Assume command or when relieved at start of next operational period
- Assess the situation and provide recommendations to Gila County
- Order warning of persons at risk or potentially at risk to take appropriate protective actions
- Notify or verify internal teams, departments, public agencies, regulators, contractors, and suppliers have been notified
- Appoint others to incident command positions as needed
- Brief staff on current organization and activities; assign tasks; schedule planning meetings
- Determine the incident objectives and strategy; identify information needed or required by others; ensure planning/strategy meetings are held and attend as needed
- Coordinate activities with the EOC; identify priorities and activities; provide impact assessment for business continuity, crisis communications and management
- Review requests for resources; confirm who has authority to approve procurement; approve all requests for resources as required
- Provide information to and coordinate with crisis communications or media relations team
- Terminate the response and demobilize resources when the situation has been stabilized

Logistics

- Provides support and coordination of resources to stabilize the incident and support personnel, systems, and equipment:
 - Workspace or facilities for incident management staff
 - Media briefing center
 - Transportation
 - Communications equipment
 - Food, water, shelter, and medical care
- Ensures Incident Command Post and other facilities have been established as needed
- Provides an electronic inventory management tool to track resources, costs, and incoming and outgoing supplies
- Provide status reports to the Gila County Health Director on a regular basis
- Assesses communications needs and facilitates communications between teams/personnel/agencies
- Attends planning and other coordination meetings; provides input to Incident Action Plan
- Provides updates and recommendations on resources (availability, response time, deployment)
- Estimates and procures resources for the next operational period.
- Pre-planning for max-vaccination operations, to include storage, transportation, and on site operations logistics in areas throughout Gila County

Mental Health and Community Coping

This funding can support efforts that address the emerging or increasing mental health or wellness needs resulting from increased stress over health concerns, job loss, managing increased household needs, prolonged isolation (especially for older adults), etc.

Support for First Responders and Healthcare Workers

This funding can resource efforts that support individuals serving in these critical roles. This includes but is not limited to acquiring medical and personal protective equipment, temporary housing, childcare, and family support.

Information Sharing and Credible Information Sources

This funding can support the packaging, marketing, and distribution of accurate information (from verified sources such as the Centers for Disease Control and Prevention, state government, and local governments) to provide credible information to vulnerable populations to (1) stem the spread of the virus and avoid overwhelming emergency departments and health care providers; and (2) help communities understand and cope with social distancing and stay-at-home policies.

Access to Temporary Shelter

This funding can support efforts to ensure isolation, quarantine, and social distancing for individuals who would otherwise live in a congregate setting such as Single Room Occupancy Housing, Shelters, or Group Homes. Funds could support the cost of hotel rooms and associated supportive services; modifications necessary to enhance distancing; and additional staffing required to manage these programs.

MINIMUM QUALIFICATIONS:

- Arizona-based organization employing an experienced Incident Commander with local government response experience.
- Experience working with Gila County communities.
- A minimum of five years of experience in the administration of emergency response.
- A minimum of five years of experience in logistics and supply chain response.

PROPOSAL EVALUATION CRITERIA

1. Respondent Experience & Qualifications 50%
 - A. Respondent provides qualifications, competence, and experienced staff to be assigned to project. Respondent demonstrates:
 - B. Understanding of Scope of the Project.
 - C. Ability to meet the qualifications and compliance requirements listed herein.
 - D. Specialized experience and/or technical expertise in connection with the scope of services and complexity of the project, which includes a thorough description of other successful projects that demonstrate the Respondent's ability to carry out the scope of services similar to the one described in this RFP.
 - E. Successful past performance in terms of cost control, conformance to contract requirements, quality of work, and compliance with performance schedules.
 - F. A clear understanding of, and ability to comply with, state, federal, and other grant funding requirements.
2. Respondent Capacity & Resources 20%
 - A. Respondent demonstrates:
 - a. Capability to provide services in a timely manner.
 - b. Sufficient staffing size and capacity of the organization to perform the work within time limitations, taking into consideration the current and projected planned workload of the Respondent.
 - c. Ability to perform requested services for similar projects of scope and scale by providing recent examples of projects completed on budget and on time.
 - d. Sufficient financial capacity and acceptable business practices.

3. Organization & Project Methodology 20%

A. Respondent sufficiently describes

- a. How the services will be provided and how they will be supported.
- b. Respondent's organization, project manager identification, quality assurance program, and reporting capabilities as applicable.
- c. The approach that the Respondent will take to achieve the required collaboration, scheduling, and coordination required for this project.
- d. Respondent's philosophy, approach(es) and preferred methods for meeting requirements and/or deliverables of this RFP.

4. Pricing 10%

It is the intent of Gila County to award a contract to a qualified Contractor for the Sub-Grantee for COVID-19 Incident Management Support.

See page 19 of Bid Packet for Price Proposal.

INFORMATION REQUESTS

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

INSTRUCTIONS TO BIDDERS

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

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

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

Addendum

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

1. Completion of the bidder checklist & addenda acknowledgment form, page 26.
2. Copies of all addenda must be attached to the submittal.

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

Inquiries

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a request for proposals should refer to the appropriate request for proposals number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. **Questions received after 3:00 P.M., Thursday, September 10, 2020 will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

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

Submittal Proposal Format:

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

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

The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "SUB-GRANTEE FOR COVID-19 INCIDENT MANAGEMENT SUPPORT", Proposal No., "072920", Date "September 15, 2020", and time "3:00 PM" of proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.

GENERAL TERMS AND CONDITIONS

Award of Contract

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

Protests

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

- A. Name, address and telephone number of the protester.
- B. Signature of the protester or its representative, and evidence of authority to sign.
- C. Identification of the contract and the solicitation or contract number.

- D. Detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- E. The form of relief requested.

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

General Terms & Conditions continued...

Laws and Ordinances

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

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e. by submitting proposals to this solicitation requiring sealed proposals, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained on pages 17 through 28.

Overcharges by Antitrust Violations

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

Authority to Contract

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

Contract Amendments

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

Contract Default

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

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

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

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

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

Indemnification Clause

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

General

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

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

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

subcontractors.

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

Contract Award Agreement continued...

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

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

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an

extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

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

Contract Award Agreement continued...

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The county does not warrant that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the county with certificates of insurance (ACORD form or equivalent approved by the county) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. ***All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The county project and contract number and project description shall be noted on the certificate of insurance. The county reserves the right to require complete, certified copies of all insurance policies required by this contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the county separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

- G. **APPROVAL:** Any modification or variation from the insurance requirements in this contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal contract amendment but may be made by administrative action.

MINIMUM SPECIFICATIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of this invitation for proposals to enter into a contract with a qualified Contractor to provide SUB-GRANTEE FOR COVID-19 INCIDENT MANAGEMENT SUPPORT for Gila County.

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

SECTION 1.0

General Purpose

- 1.1 All proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the proposal specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of county needs and in no event shall the county be obligated to purchase the exact quantities of any item set forth in the proposal. The county does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its proposal submission to assure the following requirements are met.

Minimum Specifications continued....

- 1.3.1 One (1) original and two (2) copies, total of three (3), all with original signatures, shall be submitted at time of bid opening.
- 1.3.2 Qualification and Certification Form (page 17-18)
- 1.3.3 Price Sheet (page 19)
- 1.3.4 References List (page 20)
- 1.3.5 No Collusion Certification (page 21)
- 1.3.6 Certification of Debarment (page 22)
- 1.3.7 Intentions Concerning Subcontracting (page 23)
- 1.3.8 Legal Arizona Workers Act Compliance (page 24)
- 1.3.9 Israel Boycott Certification (page 25)
- 1.3.10 Checklist & Addenda Acknowledgment (page 26)
- 1.3.11 Offer Page (page 27)
- 1.3.12 Acceptance of Offer (page 28)

SECTION 2.0

Proposal Pricing & Term

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

SECTION 3.0

3.1 Evaluation of Proposal and Negotiations

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

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

3.2 Negotiations with Individual Contractors

- Gila County may establish procedures and schedules for conducting negotiations. Disclosure of a contractors' price or any information derived from competing proposal prices or any information derived from competing proposals is prohibited.
-

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

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

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

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

Contract Number 072920 SUB-GRANTEE FOR COVID-19 INCIDENT MANAGEMENT SUPPORT

The applicant submitting this proposal warrants the following:

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

TODD WHITNEY
PO BOX 533 WADDELL, AZ 85355
602 481-8362

2. Has 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 Contractor's disqualification, and whether this disqualification remains in effect in the narrative part of this contract.

4. Has Contractor ever terminated a contract for cause with any individual or entity, government or otherwise, (under Contractor's present or any previous name)? _____ Yes 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:
- a. A brief history of the Contractor.
 - b. A cost proposal shall be submitted on the price sheet, attached hereon and made a full part of this contract by this reference.
 - c. A list of previous and current customers, which are considered identical or similar to the scope of services described herein; shall be submitted on the reference list, attached hereon and made a full part of this contract by this reference.
 - d. List the specific qualifications the Contractor has in supplying the specified services.
 - e. Gila County reserves the right to request additional information.

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

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

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



Signature of Authorized Representative

TODD WHITNEY

Printed Name

Command Solutions 4 LLC
Title


PRICE SHEET

Please complete price sheet in its entirety for the services provided in RFP 072920 SUB-GRANTEE FOR COVID-19 INCIDENT MANAGEMENT SUPPORT.

Contractor Name: Command Solutions 4 Phone No.: 602481-8362

COSTS	
Contracted Rate <i>Annual Rate</i>	\$ <u>442,000.00</u>
(Contractor shall be paid per monthly expenditure report. Monthly expenditure report shall be submitted to Gila County by the 15 th of the following month)	
TOTAL COST	\$ <u>442,000.00</u>

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


Signature of Authorized Representative
TODD WHITNEY
Printed Name
Principal Consultant
Title

REFERENCE LIST

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

References

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

1. Company: Cochise County
Contact: Neal Young
Phone: 602-561-3680
Address: neal.young72@gmail.com
Job Description: Deputy County Manager - RETIRED

2. Company: Northern Arizona University
Contact: MARCIE DELMOTT
Phone: 602-776-4684
Address: MARCIE.delmott@NAU.edu
Job Description: Program Coordinator

3. Company:

Contact:

Phone:

Address:

Job Description:

GILA County

JOSE BECK

928-200 4406

JBeck@GILACountyAZ.GOV

Incident Commander, Logistics Section
CHIEF - COVID 19 response

COMMAND SOLUTIONS 4

Name of Business

Signature of Authorized Representative

Principal Consultant

Title

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

STATE OF ARIZONA

COUNTY OF GILA

(Name of Individual)

being first duly sworn, deposes and says:

That he or she is

Of

That he or she is submitting a proposal on **SUB-GRANTEE FOR COVID-19 INCIDENT MANAGEMENT SUPPORT, RFP NO. 072920** and,

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

That neither he or she nor anyone associated with the said

Command Solutions 4 LLC.

(Name of Business)

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

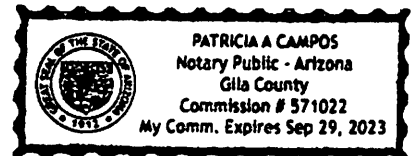
Command Solutions 4
Name of Business

Codd Whitley
By

Principal Consultant
Title

Subscribed and sworn to before me this 15 day of September, ~~2019~~ 2020

Patricia A Campos My Commission expires: Sep 29, 2023
Notary Public



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

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

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

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

TODD WHITNEY, Principal Consultant
Typed Name and Title of Authorized Representative


Signature of Authorized Representative


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

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 072920 SUB-GRANTEE FOR COVID-19 INCIDENT MANAGEMENT SUPPORT**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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



Signature of Authorized Representative

TODD WHITNEY

Printed Name

Principal Consultant

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

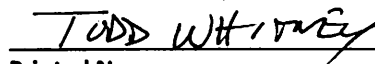
Any breach of Contractor's or any subcontractor's warranty of compliance with the state and federal immigration laws, or of any other provision of this section, shall be deemed to be a material breach of this contract subjecting Contractor to penalties up to and including suspension or termination of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

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

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



Signature of Authorized Representative



Printed Name

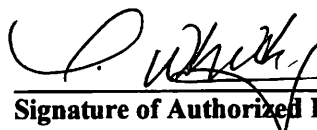


Title

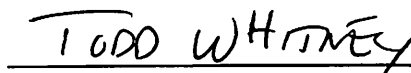
ISRAEL BOYCOTT CERTIFICATION

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

Date: 9-15-20



Signature of Authorized Representative



Printed Name

Principal/Consultant
Title

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

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

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

CHECKLIST:

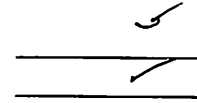
REQUIRED DOCUMENT

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

COMPLETED AND EXECUTED

✓
✓
✓
✓
✓
✓
✓

CHECKLIST & ADDENDA ACKNOWLEDGMENT
OFFER PAGE



ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

	#1	#2	#3	#4	#5
Initials	W				
Date	9-14-20				

Signed and dated this 15 day of September, 2019 20

Command Solutions 4
Contractor:
[Signature]
By:

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 072920 SUB-GRANTEE FOR COVID-19 INCIDENT MANAGEMENT SUPPORT. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, December 18, 2019, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 072920 SUB-GRANTEE FOR COVID-19 INCIDENT MANAGEMENT SUPPORT

Contractor Submitting Proposal:

Command Solutions 4

Company Name

PO Box 533

Address

WADDILL, AZ 85355

City

State

Zip

For clarification of this offer, contact:

Name: TODD WHITNEY

Phone No.: 602 481-8362

Fax _____

Email: CommandSolutions4@gmail.com



Signature of Authorized Person to Sign

TODD WHITNEY

Printed Name

Principal Consultant

Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor Command Solutions 4 is now bound to provide the materials or services listed in RFP No.: 072920, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as Contract No. 072920. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall include original signatures, and for all purposes shall be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 20th day of October, 2020.

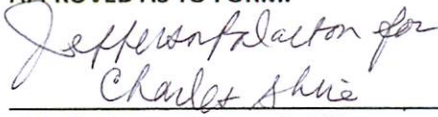
GILA COUNTY BOARD OF SUPERVISORS:


Woody Cline, Chairman, Board of Supervisors

ATTEST:


Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:


The Gila County Attorney's Office

ARF-6346

Regular Agenda Item 2. F.

Regular BOS Meeting

Meeting Date: 12/01/2020

Submitted For: Mary Springer, Finance Director

Submitted By: Donna Demers, Purchasing Agent

Department: Finance

Information

Request/Subject

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

Background Information

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

2007 Ford Taurus SEL (A-009), 2004 Chevrolet Impala (A-010), 2005 Chevrolet Impala (A-017), 2000 Ford Expedition XLT (B-016), 2001 Ford Explorer XLT (B-099), 2007 Chevrolet Trail Blazer LS (B-150), 2001 Chevy Tahoe (B-119), 2002 GMV Sierra 1500 (B-124), 2003 Chevy Tahoe (B-134), 2000 Craftco SS125 Sureshot Crack Sealer Machine (S-3), Cruise Car All American Series Golf Cart (GC-1), 1993 Chevy 1500 4x4 (A-162), 2000 Ford Explorer (A-335), 1997 Chevy Blazer S-10 (AV001), 1981 Subaru SW (AV002), 1999 Nissan Pathfinder (AV003), 1999 Dodge Caravan (AV004), 1994 Dodge Caravan (AV005), 2000 Chevy Cavalier (AV006), 1997 Dodge Caravan (AV007), 1990 Cadillac Sedan De Ville (AV008), 2000 Chevy 2500 4x4 (B-091), 1979 Mack Dump Truck (C-010), 2001 Dodge 3500 Van (C-040), 1992 Chevy 3500 (C-045), 1989 Chevy Dump Truck (C-063), 1980 White Western Star Dump Truck (C-075), 1995 Ford Taurus (A-184), 1987 Chevy Water Truck (C-057), 1998 Dodge 2500 Truck (AV009), 1987 Kenworth Truck (C-032), 2010 Ford Explorer (B-184), 1992 Dodge Caravan (AV010), 2006 Chrysler Town & Country Van (A-115), 1975 Wells Trailer (C-T104), Bass Boat (AB-001), Grimmer Schmidt 190D Compressor (N-013), NPK Hammer (AM-015), Hobart Welder (O-004), Dayton 5000Watt Generator (L-025), Generator (AM-014), Guard Rail Posts (AM-016), Dump Bed (AM-005), Spreader Box (AM-006), Cattle Guards (AM-007), Snow Plow (AM-008), Loader Bucket (AM-009), Meeting Room (AM-011), Sweeper (AM-013), Block and Tackle (A-001), 2 - Weatherguard Inside the Bed Toolbox (ITBT-1 and ITBT-2), Coats Tire Machine (AM-002), Delta Across the Bed Toolbox (ATBT-2), 2 - 2 ½ T

Road Assy Lot (MD-CL) 2 - Refrigerated Connex Boxes (RC#1 and RC#2), Essick Concreate Mixer (CM-1), 2 – 10 Wheeler 12 Yard Dump Bed (DB#1 and DB#2), Fuel Storage Container and Stand (FSC&S), Hendricks Walking Beam Suspension (HDTs-1), Eaton 7 Speed Manual Transmission, (E7SP-1), Unknow Amount of Old Cable (CABLE-1), Fruehauf Box Trailer Axle Assembly (TAS-1), Old Burner Box Pipes (BBP-L), 2 – JOBOX Across the bed Tool Boxes (ATBT-L), Western P/U Snow Plow Attachment (SPA-1), 2 – Cinder Spreader Parts (CSP-1 and CSP-2), 10 Hole 9.00-R20 Wheel (SW#1), 10 Hole 10.00-R22 Wheel (SW#2), 2 Sets of 4 – 6 Hole 10.00-15 Wheels (SOTW#1 and SOTW#2), Screen AM-010, 10 – 40 Yard Roll Off Bins Used (LF001)

Evaluation

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

All interested parties are invited to bid on the miscellaneous surplus material. Award will be conveyed to the highest bidder.

Conclusion

The public auction notice will be published in the Friday, January 22, 2021 edition of the Payson Roundup newspaper.

Recommendation

The County Manager recommends that the Board of Supervisors authorize the publication of a Notice of Public Auction for the sale of miscellaneous surplus vehicles and equipment.

Suggested Motion

Information/Discussion/Action to authorize the publication of a Notice of Public Auction for the sale of miscellaneous surplus vehicles and equipment. **(Mary Springer)**

Attachments

Public Auction

Gila County Public Vehicle Live Auction

To be held in Globe Arizona on Saturday February 27, 2021 at Russell Gulch Landfill, 5891 E Hope Lane.

Preview 8:00 a.m. – 9:00 a.m.

Auction begins at 9:30 a.m.

The County has the following miscellaneous surplus vehicles and equipment:

2007 Ford Taurus SEL (A-009), 2004 Chevrolet Impala (A-010), 2005 Chevrolet Impala (A-017), 2000 Ford Expedition XLT (B-016), 2001 Ford Explorer XLT (B-099), 2007 Chevrolet Trail Blazer LS (B-150), 2001 Chevy Tahoe (B-119), 2002 GMV Sierra 1500 (B-124), 2003 Chevy Tahoe (B-134), 2000 Craftco SS125 Sureshot Crack Sealer Machine (S-3), Cruise Car All American Series Golf Cart (GC-1), 1993 Chevy 1500 4x4 (A-162), 2000 Ford Explorer (A-335), 1997 Chevy Blazer S-10 (AV001), 1981 Subaru SW (AV002), 1999 Nissan Pathfinder (AV003), 1999 Dodge Caravan (AV004), 1994 Dodge Caravan (AV005), 2000 Chevy Cavalier (AV006), 1997 Dodge Caravan (AV007), 1990 Cadillac Sedan De Ville (AV008), 2000 Chevy 2500 4x4 (B-091), 1979 Mack Dump Truck (C-010), 2001 Dodge 3500 Van (C-040), 1992 Chevy 3500 (C-045), 1989 Chevy Dump Truck (C-063), 1980 White Western Star Dump Truck (C-075), 1995 Ford Taurus (A-184), 1987 Chevy Water Truck (C-057), 1998 Dodge 2500 Truck (AV009), 1987 Kenworth Truck (C-032), 2010 Ford Explorer (B-184), 1992 Dodge Caravan (AV010), 2006 Chrysler Town & Country Van (A-115), 1975 Wells Trailer (C-T104), Bass Boat (AB-001), Grimmer Schmidt 190D Compressor (N-013), NPK Hammer (AM-015), Hobart Welder (O-004), Dayton 5000Watt Generator (L-025), Generator (AM-014) Guard Rail Posts (AM-016), Dump Bed (AM-005), Spreader Box (AM-006), Cattle Guards (AM-007), Snow Plow (AM-008), Loader Bucket (AM-009), Meeting Room (AM-011), Sweeper (AM-013), Block and Tackle (A-001), 2 - Weatherguard Inside the Bed Toolbox (ITBT-1 and ITBT-2), Coats Tire Machine (AM-002), Delta Across the Bed Toolbox (ATBT-2), 2 – 2 ½ T Road Assy Lot (MD-CL) 2 - Refrigerated Connex Boxes (RC#1 and RC#2), Essick Concrete Mixer (CM-1), 2 – 10 Wheeler 12 Yard Dump Bed (DB#1 and DB#2), Fuel Storage Container and Stand (FSC&S), Hendricks Walking Beam Suspension (HDTS-1), Eaton 7 Speed Manual Transmission, (E7SP-1), Unknown Amount of Old Cable (CABLE-1), Fruehauf Box Trailer Axle Assembly (TAS-1), Old Burner Box Pipes (BBP-L), 2 – JOBOX Across the bed Tool Boxes (ATBT-L), Western P/U Snow Plow Attachment (SPA-1), 2 – Cinder Spreader Parts (CSP-1 and CSP-2), 10 Hole 9.00-R20 Wheel (SW#1), 10 Hole 10.00-R22 Wheel (SW#2), 2 Sets of 4 – 6 Hole 10.00-15 Wheels (SOTW#1 and SOTW#2), Screen AM-010, 10 – 40 Yard Roll Off Bins Used (LF001)

ARF-6345

Regular Agenda Item 2. G.

Regular BOS Meeting

Meeting Date: 12/01/2020

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 2021 to 2025

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Authorization to Advertise Request for Proposals No. 110520-*CRS-2P & MC-800 Chip Seal Oils*

Background Information

The Public Works Department uses an average of 400 tons of chip seal oils during a fiscal year when many maintenance projects are planned. Sometimes County equipment and staff are utilized, and other times projects have been contracted out. The method for oil pricing for those jobs was under County bid contracts, not cooperative contracts. In FY 2021, Public Works used a cooperative contract under Pinal County for oil for the Pine chip seals. We compared three cooperative contract prices and chose the least dollar per ton contract.

Evaluation

Transportation planning for the next five years includes more chip seals. The Gila County Consolidated Roads Division can choose from cooperative agreements already in place for suppliers of oil or use a County contract bid for specific products. The past few projects have been accomplished using cooperative contracts. To be fair with all of the suppliers, Public Works is attempting to get a better competitive price by bidding ourselves. If the price per oil ton is not in Public Works' favor for a certain job, we will look for and select the best price in a cooperative agreement.

Conclusion

Public Works will search for the best product price to do the job and make the transportation dollars stretch as far as possible. Approving this bid to advertise will give us another opportunity to compare prices.

Recommendation

Public Works staff recommends that the Board of Supervisors authorize the advertisement of Request for Proposals No. 110520.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 110520-*CRS-2P & MC-800 Chip Oils* to be used by the Gila County Consolidated Roads Division. **(Steve Sanders)**

Attachments

Request to Advertise

Request for Proposals No. 110520

GILA COUNTY DEPARTMENTAL REQUEST TO ADVERTISE FOR BIDS

<div style="display: flex; justify-content: space-between;"> <div> IS THIS A REQUEST FOR <i>Check one</i> Bids <u> ✓ </u> Proposals <u> </u> Qualifications <u> </u> </div> <div style="text-align: center;"> REQUEST NUMBER <u> RFP-110520 </u> <i>(For Procurement Use Only)</i> </div> </div>													
I. DESCRIPTION: <i>List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.</i>													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">FUNDING</td> <td style="width: 20%;">PROJECTS:</td> <td style="width: 40%; text-align: right;">various</td> </tr> <tr> <td style="text-align: right;">Fund 6500</td> <td style="text-align: right;">Dept No. 341</td> <td style="text-align: right;">Program 510</td> </tr> <tr> <td style="text-align: right;">Fund 6510</td> <td style="text-align: right;">Dept No. 341</td> <td style="text-align: right;">Location 000</td> </tr> <tr> <td></td> <td style="text-align: right;">Account 4300.82</td> <td style="text-align: right;">Account 4300.82</td> </tr> </table>		FUNDING	PROJECTS:	various	Fund 6500	Dept No. 341	Program 510	Fund 6510	Dept No. 341	Location 000		Account 4300.82	Account 4300.82
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Fund 6500	Dept No. 341	Program 510											
Fund 6510	Dept No. 341	Location 000											
	Account 4300.82	Account 4300.82											
<div style="display: flex; justify-content: space-between;"> <div> Estimated Cost: \$400,000 </div> <div> INTENT Provide competitive bid pricing for CRS-2P and MC-800 chip seal oils </div> </div>													
<div style="display: flex; justify-content: space-between;"> <div> Signed: _____ <i>Elected Official or Department Head</i> </div> <div> Date <u> 11/5/2020 </u> </div> </div>													
II. DEPARTMENTAL INFORMATION ONLY: <i>Action Dates</i>													
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> DATE Department Receipt Presented to Board <u> 12/1/2020 </u> Delivered to Paper _____ Advertised From <u> 12/8/2020 </u> Closing Date <u> 1/20/2021 </u> Awarded To _____ </td> <td style="width: 50%;"> Placed on Agenda _____ Approved to Call _____ Paper Name <u> Payson Roundup </u> To <u> 12/15/2020 </u> Bid Award Date _____ Pre-Bid Meeting Date _____ </td> </tr> </table>		DATE Department Receipt Presented to Board <u> 12/1/2020 </u> Delivered to Paper _____ Advertised From <u> 12/8/2020 </u> Closing Date <u> 1/20/2021 </u> Awarded To _____	Placed on Agenda _____ Approved to Call _____ Paper Name <u> Payson Roundup </u> To <u> 12/15/2020 </u> Bid Award Date _____ Pre-Bid Meeting Date _____										
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III. OTHER APPROVAL: <i>Only as necessary</i>													
Department Name: _____													
<div style="display: flex; justify-content: space-between;"> <div> Department Head Signature _____ </div> <div> Date _____ </div> </div>													
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IV. APPROVED													
<div style="display: flex; justify-content: space-between;"> <div> Finance Director Signature _____ </div> <div> Date _____ </div> </div>													

GILA COUNTY
REQUEST FOR PROPOSALS (RFP) NO. 110520

CRS-2P & MC-800 CHIP SEAL OILS

BIDDER'S INFORMATION
CONTRACT DOCUMENTS AND SPECIFICATIONS



BOARD OF SUPERVISORS
Woody Cline, Chairman
Tommy C. Martin, Vice Chairman
Tim Humphrey, Member

COUNTY MANAGER
James Menlove



GILA COUNTY
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 110520
CRS-2P & MC-800 CHIP SEAL OILS

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to provide CRS-2P & MC-800 Chip Seal Oils.

SUBMITTAL DUE DATE: 3:00 PM, MST, January 20, 2021

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

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

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

All proposals shall be made on the request for sealed proposals forms included in this RFP No. 110520 package and shall include all applicable taxes.

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

http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php and downloading the file. Bidders are strongly encouraged to carefully read the entire request for proposal.

Any questions regarding this request for proposals shall be submitted in writing and directed to: Betty Hurst, Contracts Administrator, at bhurst@gilacountyaz.gov, 928-402-4355.

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

Dates advertised in the Arizona Silver Belt: **December 8, 2020 and, December 15, 2020**

Signed: _____
Woody Cline, Chairman of the Board

Date: ____/____/____

Signed: _____
The Gila County Attorney's Office

Date: ____/____/____

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INTENT

REQUEST FOR PROPOSAL FOR: **CRS-2P & MC-800 Chip Seal Oils**

INTENT:

It is the intent of this Request for Proposals to establish a contract for a supplier to furnish CRS-2P and MC-800 Chip Seal Oil as specified to the Consolidated Roads Department at various locations of the *Copper and Timber Regions of Gila County*.

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

SCOPE OF WORK:

It is the intent of Gila County to award a contract to a qualified Contractor for the CRS-2P & MC-800 Chip Seal Oils.

All specifications, and terms and conditions, under the Contract includes furnishing at least, but not limited to, minimum specification of product specifications (see attached: Exhibit "C"), as specified on the Price Sheet pages for total price proposed. Suppliers who agree to provide the minimum Proposal Specification for this product shall be considered for award.

See page 20 of Bid Packet for Price Proposal.

INFORMATION REQUESTS

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

INSTRUCTIONS TO BIDDERS

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

EXHIBIT "A" INSTRUCTIONS TO BIDDERS

Preparation of Sealed Proposal

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

Addendum

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

1. Completion of the bidder checklist & addenda acknowledgment form, page 30.
2. Copies of all addenda must be attached to the submittal.

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

Inquiries

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a request for proposals should refer to the appropriate request for proposals number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. **Questions received after 3:00 P.M., Wednesday, January 13, 2021 will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Late Proposals

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

Submittal Proposal Format:

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

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

<p>The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies <u>with original signatures</u> shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "CRS-2P & MC-800 CHIP SEAL OILS", Proposal No., "110520", Date "January 20, 2021", and time "3:00 PM" of proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.</p>

GENERAL TERMS AND CONDITIONS

Award of Contract

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

Protests

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

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

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

Laws and Ordinances

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

EXHIBIT "B" CONTRACT AWARD AGREEMENT

This exhibit shall serve as an example of the contract agreement to any Contractor, its agents, subcontractors, or representatives, awarded this or any portion of this contract by the county, i.e. by submitting proposals to this solicitation requiring sealed proposals, it does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Contractor's signature(s) appearing on all forms contained on pages 20 through 31.

Overcharges by Antitrust Violations

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

Authority to Contract

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

Contract Amendments

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

Contract Default

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

Right to Assurance

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

Co-op Use of Contract – Intergovernmental Purchasing

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

Cancellation of County Contracts

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

Termination of Contract

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

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

- 1. In the opinion of the county, the Contractor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
- 2. In the opinion of the county, the Contractor attempts to impose on the county material products, or workmanship, for services which are of unacceptable quality.

3. Contractor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the county, the Contractor fails to make progress in the performance of the requirements of the contract or give the county a positive indication that Contractor will perform to the requirements of the contract.

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

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

Indemnification Clause

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

General

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

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

MINIMUM SPECIFICATIONS -TERMS AND CONDITIONS

EXHIBIT "C" MINIMUM SPECIFICATIONS – PRODUCT SPECIFICATIONS

Purpose

It is the intent of Gila County to establish, by this Invitation for Proposal, the contract to purchase CRS-2P and MC-800 Chip Seal Oil.

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

SECTION 1.0

General Purpose

- 1.1 All product specifications are **minimum**. Supplier must provide product specification sheet. **MSDS sheets must be included.** Please provide MSDS sheets in MS Word Format or Adobe Acrobat on compact disc or print them.
- 1.2 Supplier should have adequate manufacturing / stocking facilities to serve the needs of Gila County.
- 1.3 All Proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the Proposal specifications.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the Proposal. The County does not guarantee any maximum or minimum amounts of purchase.
- 1.5 Supplier shall review its Proposal submission to assure the following requirements are met.
 - 1.5.1 **One (1) original and two (2) copies with original signatures of all submissions.**
 - 1.5.2 Qualification and Certification Forms
 - 1.5.3 References
 - 1.5.4 Pricing pages
 - 1.5.5 No Collusion in Bidding
 - 1.5.6 Intentions for Subcontracting
 - 1.5.7 Certification Regarding Debarment
 - 1.5.8 Israel Boycott Certification
 - 1.5.9 Legal AZ Works Act Compliance
 - 1.5.10 Checklist & Addenda Acknowledgment
 - 1.5.11 Offer Page

SECTION 2.0

Proposal Pricing

- 2.1 The Supplier shall submit the Proposal in the form of a firm unit price for each product. Prices shall be in effect for the duration of the contract period at the unit prices bid, subject to the price adjustment in *Section 3.0*. Supplier shall incorporate all profit and discount into their price.
- 2.2 The term of the contract shall commence upon award and shall remain in effect for a period of forty-eight (48) months unless terminated, canceled or extended as otherwise provided herein. The Supplier agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.
- 2.3 Suppliers are encouraged to offer additional pricing for other related products, items, and/or components which are not specifically addressed as line items in the Invitation for Proposals. Pricing offered should be noted on the price sheet in the format requested. Pricing documents/catalogs shall accompany any additional pricing offered.

SECTION 3.0

Price Adjustments

- 3.1 Prices shall be in effect for the duration of the contract at the unit prices bid, with a price adjustment based upon the ADOT Price Adjustment for Bituminous Material Index.
 - 3.1.1 The term "bituminous material" as used herein shall include asphalt cement, liquid asphalt and emulsified asphalt.
 - 3.1.2 "Initial Cost" of bituminous materials as used herein shall mean the cost as determined by the ADOT Price Adjustment for Bituminous Material for the month bids are opened (<https://azdot.gov/business/contracts-and-specifications/price-adjustment-bituminous-material-and-diesel-fuel>).
- 3.2 The contract unit price for each item that contains bituminous material will be considered to include all costs of materials as required, including the "initial cost" of bituminous material.
 - 3.2.1 Compensation shall be adjusted (either increase or decrease) based on the dollar amount change in the ADOT Monthly Index from the month in which the contract was bid compared to the month in which the material was used, on a calendar month basis. This adjustment will apply only to the amount of bituminous material used in the bid item and not to the overall unit cost. The amount of bituminous material in each bid item will be as follows: MC's and liquid asphalt 100%, Terminal blend asphalt rubber 93%, Emulsions, Concentrate 60% (diluted 2:1 40%, diluted 1:1 30%).

- 3.2.2 Additionally, the adjustment for compensation of bituminous materials will be based on the tons of bituminous material prior to dilution. This adjustment will apply to bituminous material only.
- 3.2.3 Bid price per ton shall be adjusted up or down by an amount equal to the percent of bituminous material multiplied by the dollar amount change in the ADOT Index from the month the bid was opened until the month material was used. (Adjustment per ton = dollar amount change in ADOT Index X percentage of bituminous material.) For example, assuming bids for terminal blend asphalt rubber were opened April 2008 when the ADOT Index for Bituminous Material was \$395.00 per English ton, the terminal blend was actually used in June 2008, and that the ADOT Index in June is \$415.00 per English ton, then the adjustment per ton would be calculated by taking the dollar amount change in the ADOT Index (\$20.00) and multiplying it by the percentage of bituminous material of terminal blend asphalt rubber (%93). Thus, the bid price per ton would be adjusted up \$18.60.
- 3.3 The Supplier certifies in signing this Bid Proposal that the price will be no higher than the lowest price the bidder charges other buyers for similar quantities under similar conditions.
- 3.4 The Supplier shall provide the RACK price to the County upon request.

SECTION 4.0

Ordering & Delivery

ORDERING

- 4.1.1 Gila County does not warrant the order quantity of any materials or services prior to actual need. Gila County's Public Works personnel may re-order materials as it becomes necessary or based on the required needs within the county during the term of this contract.
- 4.1.2 Material Vendor shall be given a 72-hour advance notice of material order as needed by Gila County. The Vendor shall make materials available for pick-up and/or arrange delivery within this timeframe as directed by the County.
- 4.1.3 SAMPLES: Supplier may be requested to furnish samples of products for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Proposals. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the product meets the quality and quantity requirements of the Specifications. Material may be sampled for compliance, as deemed necessary by the County. Any material not meeting the specifications of the contract will be rejected.
- 4.1.4 TESTING: The awarded Material Vendor is responsible for all laboratory or other appropriate agency for analysis and testing as to whether the product conforms in all respects to the Specifications. It is the responsibility of the material vendor to furnish the product material certifications at the time of pick-up. Testing shall be done in accordance with ADOT Standard Specifications Section 1005.

- 4.2 **DELIVERY:** Delivery Sites, delivered price per ton in place for material delivery and return will be stated by the Supplier by region on the pricing pages of this Request for Proposals. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the Contract. These needs may be based on, but not limited to, seasonal emergency, historical usage data.
- 4.2.1 Supplier may be required to deliver material on a twenty-four (24) hour notice to any region of Gila County.
- 4.2.2 Distributor trucks shall comply with ADOT Standard Specifications for Road and Bridge Constructions, Section 404, latest edition and revision, and must have a computerized distribution system. If in the opinion of the Public Works director or his designee, the CRS-2P and MC-800 Chip Seal Oil product are placed utilizing equipment which is not capable of accurately measuring and/or applying the liquid asphalt products at a uniform rate as specified, shall be cause for the liquid asphalt product to be applied at no additional cost to Gila County.
- 4.2.3 Transport Standby time shall apply only to time at the project site and only after 1.5 hours of unloading.
- 4.3 **PRICING:** Prices shall be for both F.O.B. at plant and delivered in place with boot truck. Material Vendor – Supplier shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Supplier. All claims for visible or concealed damage shall be filed by the Supplier. The County will assist the Supplier in arranging for inspection.
- 4.4 **MATERIAL MEASURES AND PRICING ADJUSTMENTS:** The product shall be measured by the ton and shall be weighed on approved scales furnished by the Material Vendor or certified public scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets at the scales at the Suppliers expense. Quantities of material will be determined by the collected weight tickets as the source or at the selected delivery location.

Supplier shall provide certified weight tickets for all delivered quantities. It is the responsibility of the successful bidder to notify the County if any oil remains within a truck at the end of the day or upon completion of the work in order to determine pay quantities.

Any material returned (other than rejected material) by the County, shall be credited to the County at the same rate period. The successful bidder shall supply the County with a weight back ticket documenting the quantity of unused non-diluted product. No credit will be issued for any unused diluted product.

- 4.4.1 Cancellation: Gila County retains the right to cancel orders at any time in the event of inclement weather or other emergency, and other unforeseen work stoppages beyond the control of the successful bidder or the County. The standby rate shall only apply to time at the project site and until such time as the equipment is directed to leave due to inclement weather or other unforeseen conditions. The Supplier shall deliver the specified materials at proper temperatures to the County at a new time at no additional charges.

SECTION 5.0

Product Minimum Specifications

Requirements are as follows:

CRS-2P PRODUCT SPECIFICATIONS			
Test Description	Method (AASHTO)	Required Minimum	Required Maximum
<u>Tests on Emulsion</u>			
Viscosity, Saybolt Furol @ 122°F, sec.	T-72	150	400
Sieve test, %	T59	-	0.1
Demulsibility, 35ml of 0.8% sodium dioctyl sulfosuccinate, %	T59	70	-
Storage Stability 1 day, %	T-59		1
Particle Charge test	T-59	Positive	Positive
Distillation test: Residue by distillation, % by weight		65	-
Distillation test: Oil distillate, % by volume of emulsion		-	0.5

MC-800 PRODUCT SPECIFICATIONS			
Test Requirement Description		Required Minimum	Required Maximum
Kinematic Viscosity at 60 °C (140°F) centistokes		800	1600
Flash point (Tab. Open-cup, degrees C°(F)		66 (15)	-
Distillation test: Distillate Percentage by volume of total distillate to 360°C (680°F)			
To 225°C (437°F)		-	-
To 260°C (500°F)		0	35
To 315°C (600°F)		45	80
Residue from distillation to 360°C (680°F) Volume percentage of sample by difference		75	-
Water percent		-	0.2
Tests on residue from distillation: Absolute viscosity at 60°C (140°F) poises		300	1200
Tests on residue from distillation: Ductility, 5 cm/min, cm.		100	-
Tests on residue from distillation: Solubility in Trichlorethylene, percent		99	-

MC-800 liquid asphalt shall meet the requirements of section 712 of the Maricopa Association of Governments Uniform Standard Specification for Public Works Construction, latest edition revision.

PRICE SHEET

Provide the total price proposed on these forms. Attach any pertinent cost breakdowns, sub-totals of component cost, etc. to these proposal-pricing pages.

All suppliers should understand that the usage quantity listed is a “best estimate” and may vary greatly in actuality.

Estimated Maximum Annual Quantity: 450 Tons

CRS-2P CHIP SEAL OIL		
Supply Destination	Delivered Per Ton in Place with Boot Truck	FOB Plant Per Ton without Boot Truck
<u>Copper Region</u> South of Roosevelt Lake Bridge		
Price Per Ton	\$.	\$.
<u>Timber Region</u> North of Roosevelt Lake Bridge		
Price Per Ton	\$.	\$.

Estimated Maximum Annual Quantity: 350 Tons

MC-800 CHIP SEAL OIL		
Supply Destination	Delivered Per Ton in Place with Boot Truck	FOB Plant Per Ton without Boot Truck
<u>Copper Region</u> South of Roosevelt Lake Bridge		
Price Per Ton	\$.	\$.
<u>Timber Region</u> North of Roosevelt Lake Bridge		
Price Per Ton	\$.	\$.

Price to Include All Applicable Taxes, Freight, and Required Fees.

No Tax shall be levied against Labor.

Supplier Name: _____ Phone No.: _____

- Additional charge per hour after three (3) hours of spread time if County is responsible for delay:

\$ _____ per hour.

- Transport Truck Rental after two (2) hours pumping time \$ _____ per hour.

- Minimum _____ Ton for pick up FOB plant

- Amount \$ _____ each occurrence for product returned and disposed.

QUALIFICATION AND CERTIFICATION FORM

EXHIBIT "D" Bidder Qualifications and Certification

Purpose

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

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

Contract Number 110520 CRS-2P & MC-800 CHIP SEAL OILS

The applicant submitting this proposal warrants the following:

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

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

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

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

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

Signature of Authorized Representative

Printed Name

Title

REFERENCE LIST

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

References

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

1. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

2. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

3. **Company:** _____
Contact: _____
Phone: _____
Address: _____
Job Description: _____

Name of Business

Signature of Authorized Representative

Title

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

STATE OF ARIZONA)
)ss
COUNTY OF GILA)

(Name of Individual)

being first duly sworn, deposes and says:

That he or she is _____
(Title)

Of _____ and
(Name of Business)

That he or she is submitting a proposal on **CRS-2P & MC-800 CHIP SEAL OILS, RFP NO. 110520** and,

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

That neither he or she nor anyone associated with the said _____

(Name of Business)

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

Name of Business

By

Title

Subscribed and sworn to before me this _____ day of _____, 2021.

My Commission expires: _____

Notary Public

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

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

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

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

Typed Name and Title of Authorized Representative

Signature of Authorized Representative

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

CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING

At the time of the submission of bids on **Bid No. 110520 CRS-2P & MC-800 CHIP SEAL OILS**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

Signature of Authorized Representative

Printed Name

Title

LEGAL ARIZONA WORKERS ACT COMPLIANCE

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

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

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

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

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

Signature of Authorized Representative

Printed Name

Title

ISRAEL BOYCOTT CERTIFICATION

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

Date: _____

Signature of Authorized Representative

Printed Name

Title

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

BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and executed and submitted with this RFP. If Contractor fails to complete and 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 AND EXECUTED

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

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this _____ day of _____, 2021

Contractor:

By:

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 110520 CRS-2P & MC-800 CHIP SEAL OILS. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, January 20, 2021, by 3:00 PM.

OFFER PAGE

TO GILA COUNTY:

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

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

CONTRACT NUMBER: 110520 CRS-2P & MC-800 CHIP SEAL OILS

Contractor Submitting Proposal:

Company Name

Address

City State Zip

For clarification of this offer, contact:

Name: _____

Phone No.: _____

Fax _____

Email: _____

Signature of Authorized Person to Sign

Printed Name

Title

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

ACCEPTANCE OF OFFER

(For Gila County use only)

The Offer is hereby Accepted:

The Contractor _____ is now bound to provide the materials or services listed in RFP No.: 110520, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as **Contract No. 110520**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

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

GILA COUNTY BOARD OF SUPERVISORS:

CONTRACTOR:

Chairman, Board of Supervisors

Authorized Signature

ATTEST:

Print Name

Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:

The Gila County Attorney's Office

ARF-6351

Regular Agenda Item 2. H.

Regular BOS Meeting

Meeting Date: 12/01/2020

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 12-02-20 to 06-30-21 Grant?: No

Begin & End:

Matching No

Fund?: Replacement

Requirement?:

Information

Request/Subject

Approval to use Sourcewell Contract No. 060920-KTC with Inland Kenworth, Inc. for the purchase of 2021 water truck.

Background Information

The Recycle Landfill Buckhead Mesa water truck C-004 is a 1991 Chevrolet with a 2200 gallon water tank. It was purchased new for \$82,616 in September 1990. To date, the repair and maintenance costs are \$62,291 with another \$8,000 planned. A C-007 1988 Freightliner dump truck will be turned in so as not to increase the fleet.

Evaluation

The Buckhead Mesa Landfill pumps more leachate out of the ponds than the Russell Gulch Landfill. Truck C-004 won't hold the water all night; the A/C needs to be fixed; and the brakes need to be worked on at a cost of about \$8000 for repairs. The majority of this truck's work is pumping leachate out of the pond to recirculate it and to keep the dust under control. That is the reason the mileage is low. There is a backup water truck on site, which isn't very reliable but will hold water. If the Board approves this purchase of a new water truck, the C-004 truck will be sent to the Globe Shop for repair and stationed at the Russell Gulch Landfill for a backup in case of fire or if the current water truck needs repair.

Conclusion

Reliable equipment is vital to keeping the landfill operation successful and the employees safe. Each landfill should have a backup water truck for several reasons. The deep discounts offered by this vendor through the Sourcewell contract is a great opportunity to upgrade the equipment at this time. The Inland Kenworth vendor is working with Interstate Tank & Spray System to add the water tank and plumbing to the truck. This way the price is all in one invoice and will be delivered completely for \$94,089.32 plus tax and fees.

Recommendation

The Public Works Department Director and Recycle Landfill Department Manager recommend purchasing a 2021 T270 water truck through Inland Kenworth Inc. under Sourcewell Contract 060920-KTC for \$102,185.73 for the Buckhead Mesa Landfill.

Suggested Motion

Information/Discussion/Action to approve the use of a Cooperative Purchasing Agreement between Sourcewell and Inland Kenworth Inc. under Contract No. 060920-KTC in an amount not to exceed \$102,185.73 for the purchase of a 2021 water truck, and authorize the Chairman's signature on the awarded contract. **(Steve Sanders)**

Attachments

Contract Agreement

Inland Kenworth Quote for Gila County

Sourcewell RFP #060920-KTC Signed Contract

CONTRACT AGREEMENT

Contract Name: Sourcewell-New Kenworth Water Truck

Contract No.: Sourcewell No. 060920-KTC

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize Cooperative Purchasing Agreement Sourcewell 060920-KTC with Inland Kenworth, Inc to purchase one new Kenworth Water Truck. All Documents executed by the Sourcewell Contract No. 060920-KTC, apply to this procurement between Gila County and Inland Kenworth, Inc.

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 to the extent caused 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.

IMMIGRATION LAW COMPLIANCE WARRANTY: As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If Contractor uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Contractor shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). The County retains the legal right to inspect the papers of the Contractor and its subcontractors engaged in performance of this Agreement to ensure that the Contractor 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.

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.

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.

Renewal Option: ☐ Yes

Contract End Date: 12-01-20 to 06-30-21

☒ No

Maximum Dollar Limit: \$102,185.73

Contract Information

Firm Name: Inland Kenworth, Inc. Contact Person: Mike McGee
Address: 6165 W. Detroit Street Phone No: 602-258-7791
City: Tolleson State: AZ 85353 Fax: _____ Email: mmcgee@inland-group.com

Special Notes:

Gila County is part of the Sourcewell Cooperative Purchasing Cooperative, for Cooperative Purchasing. By using the Sourcewell Contract with Inland Kenworth, Inc, it will save the County in both time and money for a rate that has already been established in the Sourcewell Procure bidding process.

**Authorization to use a Cooperative Purchasing Agreement with the Sourcewell Cooperative Contract No. 060920-KTC for
Purchase of equipment, supplies, training and services - approved this _____ day of _____ 2020.**

GILA COUNTY BOARD OF SUPERVISORS

Woody Cline, Board of Supervisors

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

The Gila County Attorney's Office



BUYERS ORDER & PURCHASE AGREEMENT

INLAND KENWORTH (US) INC.

8314 W Roosevelt St

Tolleson, Arizona 85353

Phone : (602) 258-7791 Fax: (602) 484-0284

DATE: 11/11/2020
ADDRESS: 1400 E Ash St.
CITY: Globe
ZIP: 85501

BUYER'S NAME: Gila County
PHONE: (602) 371-7326
STATE: AZ

QUANTITY: 1 NEW: New COLOR: White DESCRIPTION:
YEAR: 2021 MAKE: Kenworth MODEL: T270 2000 Gallon Water Truck
SERIAL # (s): TBD
STOCK # (s): TBD

ADDITIONAL PROVISIONS:

As Per Sourcewell Contract 060920-KTC Chassis List Price \$103,887.00 Member Discount 34.80% = Chassis Price \$67,734.32 + Interstate Tank & Spray System \$24,750.00 + \$350.00 Dealer Prep and Delivery. 5% Dealer Markup \$1,255.00 Total \$94,089.32

SALESPERSON: Mike McGee

Price / Unit	Qty	Purchase Total
\$94,089.32	1	\$94,089.32
FET		\$0.00
Documentation		\$0.00
Taxable Amount (above less FET + Trade) \$94,089.32		
Sales Tax		\$7,834.41
Ext. Warranty		\$0.00
Administration		\$250.00
License & Title		\$0.00
Tire Disposal Fee		\$12.00
Out of State Delivery		\$0.00
Total		\$102,185.73
Cash Deposit		\$0.00
Trade Equity		\$0.00
Amount Financed		\$0.00
Cash on Delivery		\$102,185.73

BUYER HEREBY SUBMITS THE ABOVE ORDER WHICH SHALL CONSTITUTE BUYER'S OFFER TO PURCHASE THE VEHICLE(S), CHASSIS OR ACCESSORY (IES) (INDIVIDUALLY AND TOGETHER, THE "VEHICLE") AS IDENTIFIED ABOVE FOR THE PURCHASE PRICE AND ON THE TERMS AND CONDITIONS SET FORTH IN THE ABOVE ORDER AND THIS AGREEMENT (TOGETHER, THE "AGREEMENT"), WHICH INCLUDES THE ABOVE ORDER AND THE ADDITIONAL TERMS AND CONDITIONS, WHICH BUYER REPRESENTS IT HAS REVIEWED AND UNDERSTANDS.

AGREED BY PURCHASER

Signature Title Date

SELLER HEREBY ACCEPTS BUYER'S OFFER AND AGREES TO SELL TO BUYER THE IDENTIFIED VEHICLE ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED BY SELLER

Signature Title Date
Gov. Sales 11/12/20

THANK YOU FOR YOUR BUSINESS!



QUOTATION

Quote Number: MAM110920
 Quote Date: Nov 9, 2020
 Page: 1

Voice: 602-272-2298
 Fax: 602-269-5021

Quoted To:
INLAND KENWORTH PHOENIX 8314 W. ROOSEVELT ST TOLLESON, AZ 85353 DON BLAKE 602-258-7791

Customer ID	Good Thru	Payment Terms	Sales Rep
INLAND KENWORTH PHOE	12/9/20	C.O.D.	MIKE MADDUX

Quantity	Description	Unit Price	Amount
1.00	2021 KENWORTH T270 CHASSIS PACCAR PX7-260HP ALLISON 2500 RDS AUTOMATIC 10K FRONT AXLE, 20K REAR AXLE, 21 SPRING SUSPENSION 7.17 RATIO DERATED TO 26,000LB GVW, AIR BRAKES AIR BRAKE CHASSIS REQUIRED 10,000 LB FRONT AXLE AND CAN NOT EXCEED 21,000 LB REAR AXLE. CONTACT YOUR LOCAL STATE AGENCY REGARDING ANY SPECIAL LICENSING REQUIR 11R22.5 TIRES, STEEL FRONT AND REAR WHEELS 50 GALLON FUEL TANK, SMALL GALLON DEF TANK AIR RIDE DRIVER SEAT, FIXED PASS SEAT PAINTED WHITE 1- CHASSIS IN STOCK SUBJECT TO PRIOR SALE. *****		
1.00	NEW 10" ITB 2200 GALLON WATER TANK SYSTEM 3/16" ASTM A36 CARBON STEEL SHELLS, HEADS AND BAFFLES WELDED 100% 1- HORIZONTAL BAFFLE W/ 20" CRAWL THROUGH WELDED 100% BOTH SIDES 1- LONGITUDINAL BAFFLE SUPPORT RODS WELDED 100% 1- 1/4" FULL LENGTH TANK BELLY PLATE WELDED 100% BOTH SIDES 1- 24" ROUND MANWAY FRONT AND REAR SIGHT TUBES WITH SHUT OFF VALVES REAR MOUNTED REAR LADDER W/ SAFETY HAND LOOPS AND 3 GRIP STRUT RUNGS 1/4" U- SHAPED SUB FRAMES 3/4" X 3" RUBBER SKIRTBOARD BETWEEN TANK SUBFRAME AND CHASSIS FRAME 4" DISCHARGE MANIFOLD 3/4" HOSE BIB ON DRIVER SIDE PRESSURE MANIFOLD 1- 1 1/2" GATE VALVE ON DRIVER SIDE PRESSURE MANIFOLD	24,750.00	24,750.00

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



INTERSTATE
Truck Bodies, Inc.

QUOTATION

Quote Number: MAM110920

Quote Date: Nov 9, 2020

Page: 2

Voice: 602-272-2298

Fax: 602-269-5021

Quoted To:

INLAND KENWORTH PHOENIX
8314 W. ROOSEVELT ST
TOLLESON, AZ 85353

DON BLAKE
602-258-7791

Customer ID	Good Thru	Payment Terms	Sales Rep
INLAND KENWORTH PHOE	12/9/20	C.O.D.	MIKE MADDUX

Quantity	Description	Unit Price	Amount
	5- AIR SPRAYS 2-FRONT, 2-REAR, AND 1 LEFT SIDE 5- 3" CLA-VAL STYLE INLINE AIR VALVES 2- FRONT WITH ADJUSTABLE FAN SPRAYS. 2- REAR SPRAY HEADS WITH ADJUSTABLE FAN SPRAYS MOUNTED 3/4 UP THE REAR TANK HEAD. 1- DRIVERS SIDE SPRAYS ADJUSTABLE DUCKBILL SIDE SPRAY 1- LOW POINT DRAINS IN PLUMBING. 1- 2 1/2" HYDRANT FILL PIPE WITH LEGAL AIR GAP AND SWIVEL 2- 10 GAUGE BONNET STYLE FENDERS WITH 2-HOSE HOOKS 1- REAR PUSH BLOCK WITH STORAGE AREA AND LID 4- SOLID TANK MOUNTS 1- HOT SHIFT PTO FOR AUTOMATIC TRANSMISSION (WITH LOW SPEED TRANS PROGRAMMING) 1- HEAVY DUTY 1000 SERIES PUMP DRIVE SHAFT 1- ATP 4X3 CENTRIFUGAL WATER PUMP WITH MECHANICAL SEAL 750 GAL AT 65 PSI (NOTE INSTALL WATER DRAIN IN LOWER PART OF THE VOLUTE BACK OF PUMP) 5- AIR SWITCH CONTROL PANEL 1- 1 1/2" X 50' MANUAL REWIND HOSE REEL WITH HOSE AND ADJ NOZZLE MOUNTED PASSENGERS SIDE REAR TANK HEAD. 1-3" SUCTION PLUMBING WITH MANUAL HANDI PRIMER. 1- 4" GRAVITY DUMP/ FILL AT REAR OF TANK WITH WBFV WITH METERING HANDLE, 4" COMP FLANGE. (NOTE KEEP VALVE AS CLOSE AS POSSIBLE TO TANK) SAND BLAST EPOXY PRIME AND PAINT POLYURETHANE WHITE LIGHTS, MUD FLAPS, REFLECTORS LICENSE PLATE BRACKET W/ LIGHT AND REFLECTIVE TAPE TO MEET DOT SPECIFICATIONS BACK UP ALARM		

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued



QUOTATION

Quote Number: MAM110920

Quote Date: Nov 9, 2020

Page: 3

Voice: 602-272-2298

Fax: 602-269-5021

Quoted To:

INLAND KENWORTH PHOENIX
8314 W. ROOSEVELT ST
TOLLESON, AZ 85353

DON BLAKE
602-258-7791

Customer ID	Good Thru	Payment Terms	Sales Rep
INLAND KENWORTH PHOE	12/9/20	C.O.D.	MIKE MADDUX

Quantity	Description	Unit Price	Amount
	1- HIGH LEVEL ROAD FILL DECAL FOB PHOENIX, AZ. (FREIGHT RATE TBD) ARIZONA SALE TAX (TBD) *****OPTIONS:***** 2-3" X 10' SUCTION HOSES WITH FOOT VALVE /STRAINER. ADD \$350.00 YES () NO () 1- ELKHART BRUSH HAWK MONITOR 2" ELECTRIC VALVE WITH JOYSTICK CONTROL ADD (7400.00 YES () NO () SPRAY IN EPOXY TANK LINER ADD \$2200.00 YES () NO ()		
Subtotal			24,750.00
Sales Tax			
TOTAL			24,750.00

DATE: 11/11/2020
DEALER: I137

CAR NO: 0153121
SUPERSEDES CAR:

Dear: MIKE MCGEE

This letter acknowledges receipt from you on 11/11/2020 of competitive price information regarding quotations from certain competitors under the following terms and conditions:

COMPETITION	COMPETITION
PETERBILT	\$64,750

In view of these circumstances, this allowance, to meet competitive prices, is granted with the understanding that the order will be received in Kenworth order processing on or before the date listed below. In addition, the allowance will be applied against prices in effect at the time of delivery and payment terms will be the standard 15 day terms unless otherwise stated or approved. Any changes or modifications that you make to your order may affect the terms and conditions set forth in this letter and void the allowance. Refer to Retained Information Bulletin T-A-002 for the specific details of Sales Allowance information.

This Competitive Allowance is approved for the following situation:

CUSTOMER: Gila County
1400 E Ash Street
Globe, AZ 85501

QTY: 1 TO 1	REQUESTED DELIVERY DATE: 1/1/2019 TO 10/22/2020
TRUCK MODEL: T270	MODEL SERIES: T270
ENGINE MFG: PACCAR	MODEL: PX-7
FRONT AXLE MFG: OTHER	RATING: OTHER
REAR AXLE MFG: DANA SPC	RATING: 16000
TRANS MFG: OTHER	MODEL: OTHER
REAR SUSP MFG: REYCO	RATING: 20000

PROMOTION CODES	LIST PRICE: \$103,887
9210159 NJPA Non-Discountable Fee	
9509994 MED DUTY FLEET TRACKING	
	ADJUSTED LIST PRICE: \$103,887
	DEALER NET: \$85,187
	COMPETITIVE ALLOWANCE: 30% -\$25,556

In addition, chassis built with a 2010 EPA emission compliant aftertreatment will receive an engine surcharge on the new truck invoice. This surcharge is non-discountable and will be applied as follows. Chassis ordered on the 1/1/15 price level or later will not incur the surcharge:

MX, ISX \$9,250 Surcharge
ISL, PX-7, PX-9 \$7,000 Surcharge

ORDER MUST BE RECEIVED ON OR BEFORE: 12/11/2020
ANY PROMOTION SALES CODES MUST APPEAR ON THE ORDER

Competitive allowances must be based on information accurately reflecting competitive circumstances. Any misrepresentation or omission of facts which would be relevant to Kenworth's decision to grant this allowance may expose the dealer to liability under the Competition Act (Canada) or section 2(F) of the Robinson-Patman Act (U.S.) which prohibits any person from knowingly inducing or receiving a discrimination in price which is not permitted under the law. Violations of this law may expose the dealer to treble damages as well as attorney's fees.

PRICE PROTECTION DATE: 1/1/2019
OTHER: MUST SUBMIT EMAIL PER SOURCEWELL PROGRAM FOR STOCK UNIT
FOOTNOTE:

Q. EDDY
REGIONAL MANAGER

**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kenworth Truck Company, Division of PACCAR Inc., 10630 N.E. 38th Place, Kirkland, WA 98033 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship pursuant to the express vehicle warranty and extended warranties provided with all Vendor's vehicles. Vendor does not warrant or accept responsibility or liability for any parts separately warranted, for example, body installations, or engines not manufactured by Vendor (which carry a separate manufacturer's warranty). In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities.

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order. If a performance bond is requested by a Participating Entity, Vendor's dealer will have sole responsibility to agree to and establish the bond.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, to the extent arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include

there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. Intentionally Omitted.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insurance in accordance with Vendor's risk management practices.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference. If required to file compliance reports, Vendor will provide AAP and EEO1 reports only.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 8/24/2020 | 3:43 PM CDT

Kenworth Truck Company,
Division of PACCAR Inc.

DocuSigned by:
By: Mike Kleespies
0B8F148A584040E...
Mike Kleespies
Title: Director Medium Duty Sales

Date: 8/24/2020 | 2:26 PM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO

Date: 8/24/2020 | 3:44 PM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Kenworth Truck Company, Division of PACCAR Inc.
Address: 10630 N.E. 38th Place
Kirkland, Washington 98033
Contact: Mike Kleespies
Email: mike.kleespies@paccar.com
Phone: 813-455-1248
HST#: 916029712

Submission Details

Created On: Monday May 04, 2020 13:34:50
Submitted On: Tuesday June 09, 2020 12:25:16
Submitted By: Mike Kleespies
Email: mike.kleespies@paccar.com
Transaction #: 093110d5-8364-41a5-bf4a-75cd7cf89286
Submitter's IP Address: 165.225.223.59

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Kenworth Truck Company, Division of PACCAR Inc.	*
2	Proposer Address:	Division Headquarters: 10630 N.E. 38th Place Kirkland, Washington 98033 (425) 828-5000 PACCAR Inc. 777 106th Ave Ne Bellevue, WA, 98004 (425) 468-7400	*
3	Proposer website address:	www.kenworth.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	none	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Kent and Worthington family starting building trucks in 1915 and formed Kenworth in 1923. In 1944, PACCAR purchased Kenworth Trucks. Kenworth Truck Company is a Division of PACCAR Inc. The Kenworth mission is to engineer, manufacture, and market "THE WORLD'S BEST" trucks and services. We will accomplish our mission through commitment to employee development, agile business processes, and unsurpassed customer satisfaction. Our vehicles will be first in technology and best in class as defined by the top outside rating agencies.</p> <p>CORE VALUES:</p> <ul style="list-style-type: none"> • Our People – Encourage a culture that values and empowers employees through open communication, integrity and teamwork. Provide a safe environment for employees to work and grow. • Our Product – Lead the industry in technologically advanced products and services while maintaining the Kenworth reputation as a custom, high quality, premium value vehicle. • Our Business – Operate according to sound business principles, guided by strong ethics to achieve profit and performance goals. Enhance Kenworth's reputation as a leader within the industry and in our communities. • Our Customers – Enable the success of dealers and customers by understanding their unique requirements and by providing reliable, innovative custom products and services. • Our Partners – Create an environment that encourages cooperation between PACCAR divisions to capitalize on individual strengths while maintaining brand identity. Foster supplier relationships to ensure mutual value and success. 	*
8	What are your company's expectations in the event of an award?	Similar to what we're doing now with the current class 6,7, & 8 chassis award. We will continue to engage the entire Kenworth dealer network throughout the United States and Canada to work with members and offer the entire lineup of Kenworth brand commercial trucks, all types of truck related equipment, transportation, finance and lease, and maintenance and repair parts solutions that meet members specific fleet needs.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PACCAR Inc. has enjoyed over 100 years of superior performance with a positive net profit over the past 81 consecutive years. PACCAR achieved record revenue in 2019 of \$25.6 billion and net income of \$2.39 billion. PACCAR has paid a yearly dividend since 1941. PACCAR has an A+/A1 Credit Rating. The 2019 annual report is uploaded in supporting documents.	*
10	What is your US market share for the solutions that you are proposing?	Kenworth had US 2019 year end class 8 market share of 15.6%. Kenworth had US 2019 year end class 6 and 7 market share of 8.7%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Kenworth had Canada 2019 year end class 8 market share of 15.4%. Kenworth had Canada 2019 year end class 6 and 7 market share of 10.8%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Kenworth Truck Company is a truck manufacturer. The primary sales force is through our independently owned and contracted dealers located throughout the United States and Canada. Our contracted dealers sell and service Kenworth brand commercial trucks in the class 5, 6, 7 and 8 class. The Kenworth dealers will prepare the complete vehicle solutions for the members. In addition, Kenworth employs approximately 50 field sales personnel located throughout the U.S. and Canada that support dealer sales personnel in preparing vehicle quotes, offers and after sales support to assist in meeting end user needs. These individuals are employees of Kenworth Truck Company.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All contracted dealers are required to have vehicle dealer licenses and other certifications as required by the applicable state and local laws.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> - 2019 Kenworth Recognized as Top Workplace for Women in Transportation - 2019 National Association of Manufacturers (NAM) Manufacturing Leadership Award to Kenworth Chillicothe Ohio Plant. - 2018 Paccar Ste. Therese Plant Receives Frost & Sullivan Manufacturing Leadership Award. - 2018 Kenworth Renton Plant receives King County Environmental Honor - 2017 Kenworth Chillicothe Plant named Best Place to Work in Ross County - 2017 Kenworth Chillicothe Plant receives "Encouraging Environmental Excellence" Award from Ohio EPA - 2016 Kenworth Chillicothe Plant earns AEP Ohio Energy Efficiency Award - 2016 Gold Award from the King County Industrial Waste Program to our Chillicothe truck manufacturing facility. - 2015 Kenworth T880 Vocational Truck Named ATD Truck of the Year - 2015 Kenworth Renton Plant earns Best Workplace for Waste Prevention and Recycling Award <p>A copy of press release for each award is also uploaded in the additional documents section.</p>	*
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 5%	*
18	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	2016 to 2020 Sourcewell contract for class 6,7 & 8 vehicles. All other state or cooperative purchasing contracts are held with various Kenworth dealers throughout the United States and Canada. For example: Florida Sheriffs Association annual contract award includes dealers Kenworth of Jacksonville, Kenworth of Central Florida, and Kenworth of South Florida.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None. A GSA contract is held by a Kenworth dealer (Central Truck Center) with approximately 20 to 40 units sales per year.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Cullman City	Wesley Moore	256-775-7110	*
City of Prattville	Dale Gandy	334-850-0726	*
Jefferson County	Mike McDermotte	205-325-5101	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Jefferson County	Government	Alabama - AL	Class 8 trucks	53 trucks	Approx. \$7 million	*
Dekalb County	Government	Georgia - GA	Class 8 trucks / many natural gas	41 trucks	Approx. \$8 million	*
State of TN	Government	Tennessee - TN	Class 7 trucks / dump w/plow	43 trucks	Approx. \$5 million	*
MN State Govt	Government	Minnesota - MN	Class 8 trucks	35 trucks	Approx. \$4 Million	*
Baldwin County	Government	Alabama - AL	Class 8 trucks	19 trucks	Approx. \$2.5 Million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Kenworth Dealer Sales Force - It's estimated that there are over 1500 trained and dedicated sales personnel at over 400 Kenworth dealer locations. Nearly all Kenworth dealers currently conduct some level of sales to Sourcewell members through the current contract or through direct bidding. All truck salespeople at Kenworth dealers are trained and engaged daily in the specification development, truck equipment solicitation and coordination, quote development and order fulfillment of commercial trucks in all segments of the industry. Supporting the dealer sales personnel are 50 plus Kenworth Truck Company field personnel throughout U.S. and Canada.	*
24	Dealer network or other distribution methods.	Over 400 Kenworth dealer locations accross U.S and Canada. A list of dealer location is uploaded to supporting documents.	*
25	Service force.	Kenworth Dealer Parts and Service departments – After sale warranty, parts, maintenance and repair service is provided and managed through the 400 plus Kenworth dealer locations. Each location includes a service and parts department to support members maintenance, repair and parts needs. In addition, Kenworth Truck Company employs a field support group to assist dealers as needed to meet member's needs.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<ul style="list-style-type: none"> - Kenworth dealers have developed processes and procedures to respond to customer service needs for vehicle maintenance and repairs. Most dealers have target guidelines to assure the highest level of customer service. - Dealers are required to have trained technicians, extended hours of operation, create and use an express lane bay to rapid diagnostics in order to reach the goal of Premier Care Gold Certified Dealer. - Premier Care Gold Certified Dealer must meet certain criteria and standards to reach this status. Kenworth's PremierCare Gold Certified dealer network is committed to maximizing the productivity by offering expedited diagnostics, world-class service, mobile roadside assistance and a premium driver's lounge. * Expresslane - When the unexpected happens, PremierCare ExpressLane provides an expert diagnosis and estimate of the time and cost of repair — within two hours. Every Kenworth PremierCare Gold Certified dealership has dedicated ExpressLane technicians to support the two-hour diagnosis. * Factory-certified technicians with advanced engine training and immediate access to a vast inventory of quality parts to streamline service solution. Every PremierCare Gold certified location offers extended evening and weekend hours. TruckTech+ professionals can help diagnose issues leveraging Kenworth's TruckTech+ remote diagnostics system, before the truck arrives at the dealer. * Kenworth PremierCare Roadside Assistance is on call 24 hours a day, 365 days a year to connect you with the help you need anywhere in North America. 1-800-KW-ASSIST puts you in touch with a highly trained Kenworth truck specialist who can manage emergency service and unplanned repairs, schedule preventive maintenance and expedite parts ordering. - In the event of a breakdown on the road; PremierCare at 1-800-KW-ASSIST will identify the closest certified dealer, then contacts that dealer and arranges towing if needed and schedules the service into the shop, then tracks the repair to completion. This is a service to help manage the breakdown, warranty and/or payment if required. - We also have Truck Tech + which is our onboard/mobile diagnostics which allows the customer to see what is going on with their fleet health as well as locate the closest dealer. As this system progresses it will also alert customer which locations have the parts in stock and how quick the closest dealer will be able to get truck into shop. - KW Customer Satisfaction Process: KCSS is the program KW truck company uses to contact customers and rate their experiences with product and recent service visits. We are then notified and make contact with customer to resolve any outstanding issues. Many Kenworth dealers also have their own internal customer satisfaction standards and practices. 	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have been successfully providing a large quantity of commercial trucks to U.S. members through the current Sourcewell contract. The quote activity is strong and sales volume has increased year over year. This will continue to grow as we continue to aggressively support the member needs.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have been delivering a small quantity of trucks to Canadian entities through the current Sourcewell contract. The quote activity is growing and sales growth anticipated. This will be supported with dealer training and specific topics addressing Canada separately.	*

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The Kenworth dealer will seek quotes for additional freight and other related services that are required for shipping to these destinations. No other requirements or restrictions would apply.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The primary method of promoting this contract will be through our dealers. We have a Sourcwell supporting program in place that all Kenworth dealers see on our main internal website. Nearly all of our dealers are already engaged with the Sourcwell contract and sales activity. They promote through personal contact with members, distribution of flyers, open house events, and use of other printed material (examples uploaded to supporting documents)</p> <ul style="list-style-type: none"> - Many dealer participate in regional shows targeted to the government and municipal sector. We push and encourage dealer participation primarily due to the contract award and to develop promotional materials to display and hand out at the shows. - We issue a press release each year when pricing is updated on the contract and will continue to do so. (copy of a past press release uploaded) - Additional marketing materials continually developed. We promote the Sourcwell contract at trade shows that Kenworth Truck Company participates directly. 	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Kenworth website is the main site for reference to all models, information, and directory to all Kenworth dealers. Additionally, we promote through many social media platforms like Facebook, Twitter, and LinkedIn. Kenworth also utilized a YouTube page which has useful information on our models as well as customer testimonials. Kenworth has it's own phone App which allows anyone to access information about Kenworth models and dealer locations with their smartphone.	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Kenworth Truck Company, and all the Kenworth dealers are promoting the benefits to members cooperatively. Sourcwell's role is to help training the dealers about the benefits and continual development of how to approach, listen and respond to members needs. The benefits that members enjoy in using cooperative contracts mirror the benefits that Kenworth Truck Company and all Kenworth dealers enjoy as well. Every day a Kenworth dealer someplace in the United State and Canada is working with a member or potential member to quote equipment to meet a specific need. We have already integrated the process to quote complete vehicle solutions to member using the awarded contract. The process is similar to the normal sales process and is constantly being refined to provide members superior service and responsiveness.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Given that one of our strengths is the ability to custom design and build the ideal long lasting high quality commercial truck, an e-procurement system isn't feasible.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Kenworth dealer salespeople provide truck chassis operator instructions to customers as needed upon delivery of the vehicle. In situations where a unique body is involved, typically the salesperson will bring along that specific vendor representative to provide operator instructions and answer any related questions.</p> <ul style="list-style-type: none"> - Additional operator training and/or maintenance and repair training, usually conducted as a training event, are typically provided to a group of individual upon request and any costs associated with this type of training would be mutually agreed upon between the Kenworth dealer and member. 	*

37	Describe any technological advances that your proposed products or services offer.	<p>Safety: Nearly all Kenworth models are available with Bendix roll stability control, Bendix collision mitigation systems (such as Wingman Fusion) and Meritor collision mitigation systems (such as On-Guard) that enhance driver safety. These systems offers active braking and collision avoidance through forward looking radar and windshield mounted camera with optional video recording. Side object detection is also optional.</p> <p>- Fuel Economy: Kenworth has improved powertrain fuel efficiency by utilizing automated transmissions that have shift points and neutral coast modes which are programmed to be optimized with our Paccar MX engine. Driver aids can also be optioned which help coach the driver to drive more efficiently. These features include driver performance assistant, driver shift aid, driver rewards, and progressive shifting. Multi Torque engines can also be optioned which reduces the amount of torque available to the driver until the vehicle is in the top 2 gears.</p> <p>- Other technological advances available on select models includes NavPlus HD, which features a true truck GPS navigation system, and TruckTech+. TruckTech+ is an innovative technology that helps diagnose and solve potential problems — before they impact the operation and assure maximum uptime. This includes potential over the air updates to MX engines. This technology is standard on Kenworth models with a PACCAR MX-13, MX-11, or Cummins X15 engine, the system delivers:</p> <ul style="list-style-type: none"> • Instant notification of actionable engine and aftertreatment fault information. • Fault codes are accompanied by a plain language explanation of the problem and a proposed course of action — immediately empowering the driver and/or fleet manager to make the right decision. • Proactive diagnostic and repair planning assistance with detailed analysis of critical fault codes — before the truck arrives at the shop. 	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Kenworth now offers a medium duty electric vehicle in class 6 or class 7 weight range. We also offer a wide range of natural gas engines in vehicles class 6, 7 and 8. An all electric class 8 vehicle will be available added to this contract in 2021. A hydrogen fuel cell / electric vehicle class 8 vehicle will be available and added to this contract at a future date to be determined.</p> <p>Kenworth has been awarded three government grants that support low emissions projects involving Kenworth Day Cabs targeted for use as drayage tractors in Southern California ports. The first two projects are funded by the U.S. Department of Energy (DOE) Office of Energy Efficiency and Renewable Energy (EERE), with Southern California’s South Coast Air Quality Management District (SCAQMD) as the prime applicant. Kenworth has built near zero and zero emissions tractors to transport freight from the Ports to warehouses and railyards.</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Kenworth was awarded Environmental Protection Agency’s Clean Air Excellence award in the past in recognition of its environmentally friendly products. We continually progress with advanced technologies that reduce green house gas emissions and offer truck models that include zero and near zero emissions.</p> <p>Although not required any longer, a number of Kenworth models are available as SmartWay Certified. The EPA SmartWay Transport Partnership is an innovative collaboration between the EPA and freight industry, designed to improve energy efficiency and reduce emissions.</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	There are two known WMBE Kenworth dealers: Kenworth of Louisiana (Jodie Teuton) and Rihm Kenworth (Kari Rihm). Additionally, Kenworth Truck Company was recognized in 2019 as a top workplace for women in transportation. Copy of press release uploaded to documents section.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Kenworth designs and build superior quality, highly customized commercial vehicles from class 5 through 8. Our focus is on high quality, long lasting, extremely durable, and customizable cab and chassis to be matched with truck related equipment. For example, we offer customer frame layouts that allow a member or truck equipment manufacturer to determine where they want frame mounted equipment to match a specific body exactly. We also offer commercial trucks to help meet sustainability goals. This includes trucks with: natural gas engines, fully electric medium duty and heavy duty drivetrains, and future units with hydrogen fuel cell technology.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Regarding all Kenworth products, that depends on the specific model and components selected. Some components are covered by their respective manufacturer. For example, Cummins Engines are covered under a Cummins warranty. Cummins warranty service is available at Kenworth dealers and claims passed through to Cummins directly. Another example is with Allison transmissions. These transmission are warranted by Allison, and unless the Kenworth dealer is an authorized Allison warranty location, the Kenworth dealer would normally arrange for the transport and coordination of the repair with the local Allison authorized repair center. Add on bodies or other truck related equipment are covered by those respective suppliers. The selling dealer usually work cooperatively with the supplier to manage the warranty repair with the appropriate sub-contractor. Parts and labor is included in all the standard warranties with Kenworth. Cummins, Allison, TEM equipment, other components and add on devices typically cover parts and labor as well, but are specific to those items. The Kenworth base chassis and various engine warranties are uploaded in the documents section.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	If a Kenworth truck is used in what is defined as a sever service application, a specific standard warranty is defined separately for units that fall into this category. Severe service definition and the specific warranty is included in the warranty documents uploaded.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Each breakdown situation is unique. Kenworth dealers are trained to make judgment decisions necessary to determine the optimum method to resolve a warrantable breakdown. If the breakdown is within the first 6 months or 100,000 miles, and if the dealer has the resources and capability and determines that a technician road call is the best alternative; the dealer is reimbursed for such calls under a Kenworth warrantable repair.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Kenworth authorized dealers are located in all U.S. states and throughout Canada. A list of the 400 plus locations is uploaded to the documents section. Locations can also be found via the dealer locator at www.kenworth.com . Kenworth warrantable repairs must be performed by an authorized Kenworth dealer location. Note that certain component warrantable repairs may be performed by any authorized location of that specific component make.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Components added during primary chassis assembly at the Kenworth factory will pass through Kenworth Truck Company if the warrantable repair is performed at an authorized Kenworth dealer. Claims pass through Kenworth to the original manufacturer. Bodies and other related add on equipment are warrantable by those specific equipment manufacturers or service providers. In many situations, if the Kenworth dealer is capable of providing the warrantable repair needed on a body or other truck related equipment, the truck equipment manufacturers will allow the Kenworth dealer to make the repair on their behalf.	*
47	What are your proposed exchange and return programs and policies?	No exchange or return program exists since each truck is custom made to the specifications needed by the member. However, any exceptions would be at the discretion of the selling Kenworth dealer.	*
48	Describe any service contract options for the items included in your proposal.	Service contract options are available separately through the local Kenworth dealer. Add on contract options would be priced the same as extended warranties (Dealer sales department cost plus no more then 5% markup). They can be offered and included in the truck offer when quoted or added on after delivery within 12 months. This includes offers from Paccar Leasing Company, a Division of PACCAR Inc., that offers full maintenance lease, rental units, contract maintenance and other fleet services that may be included during the complete vehicle solution to meet the members needs. Many Kenworth dealers are engaged in this type of business and can offer these services to members.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
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49	What are your payment terms (e.g., net 10, net 30)?	Payment is net 15 days after released from the Kenworth factory assembly plant with freight prepaid to the first destination in the continental U.S., or Canada. Or, as mutually agreed upon between the Kenworth dealer and member as appropriate since most units will then have a body installed and each offer is unique to meet the member's needs.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes, Kenworth dealers will work with Paccar Financial or other financial institutions as needed to meet member's needs.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>All vehicle offers and orders will be through a Kenworth authorized dealer. No orders can or will be accepted by Kenworth Truck Company directly. The anticipated process would be as follows:</p> <ol style="list-style-type: none"> 1. Member and the local Kenworth dealer seek each other out to resolve a specific member commercial vehicle need. 2. Dealer Salesperson determines specific commercial vehicle needs through questioning. This includes the intended purpose, vehicle capacity required, the geographic environment, the specific body characteristics and functions required, and any other relevant information needed to prepare a comprehensive vehicle solutions offer. 3. Dealer Salesperson determines truck model and generates compatible specifications that meet the members need, meet the specific body installation need, and meets local road regulations and any other requirements. The Kenworth PremierSpec report generated will show the proposed chassis specification and total list price (also shown as Total Adjusted Price) equal to the base model list plus all the selected chassis options. This is the list price that the member discount will apply and include freight to the first continental U.S., or Canada for Canadian members, destination after chassis assembly at the Kenworth factory assembly plant. 4. If applicable, dealer salesperson will seek competitive quotes for any required body, special services (i.e. body swap or other vehicle modification), truck related equipment, special transport requirements, special storage requirements, or any other item or service needed to meet the members need and offer and complete solution. 5. Dealer Salesperson calculates chassis pricing using the appropriate member discount factor by Kenworth model and any surcharge applicable based on minimum list thresholds, plus any body, equipment, extended warranty, etc. markup no more than dealer sales department cost plus 5%, plus any national, state or locally required taxes, fees, tag, title, etc. Salesperson presents a comprehensive commercial vehicle offer with proposed terms and conditions to member. 6. Member and dealer salesperson/dealer management mutually agree on all aspects of the proposed offer including final specification of the truck chassis, body specifications and other goods, total sales price, final terms and conditions and any tag, title, tax or other government mandated fees that are required. Dealership presents member with truck order documents. 7. Member issues and offers formal purchase and/or signing of dealer truck order to dealer salesperson and management. 8. Dealer accepts members order. 9. Dealer salesperson orders chassis with tracking code, orders all bodies and equipment and coordinates all activities through final delivery to fulfill the member order. 10. Upon delivery, member acceptance and member payment; dealer will register delivery of the vehicle in the Kenworth system. At the end of each calendar quarter, Kenworth sales administration will generate a list of all vehicles sold and delivered in the quarter and remit total fee. The report form will include: Member name, address, and member number. Model name, Kenworth unit number (last 6 of the VIN), and the total gross dollar sale amount. 11. Kenworth Truck Company will follow up with a standard customer survey to assure members total satisfaction. Any response deemed unacceptable will be forwarded to the Kenworth dealer for follow-up with the member for rectification. 12. Periodic and random audits will be conducted as deemed necessary to assure compliance with the member pricing, terms, and reporting requirements. 	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payment process is typically not used for commercial truck procurement. However, this would be mutually determined between the member and the selling Kenworth dealer.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Pricing is based on the Kenworth truck model, custom list price generated, less the member discount, plus any surcharge for the specific model depending on final list amount compared to minimums listed in the pricing matrix.</p> <p>Truck Chassis Pricing: The member price for a custom spec'd Kenworth chassis is the total list price, also known as the Total Adjusted Price in the PremierSpec report, less the member discount (member discount matrix uploaded to documents) plus any surcharges based on minimum list prices for the specific applicable Kenworth Model. This calculated member price includes the standard freight from Kenworth factory assembly plant to the first delivery destination in the continental U.S., or Canada for Canadian members.</p> <p>See the uploaded member discount matrix schedule with the specific discounts by Kenworth truck model, minimum list requirements, instructions and a pricing example that includes a sourced body.</p> <p>Member price for all vehicle bodies and equipment needed to offer a complete vehicle solution will be at Kenworth dealer sales department cost plus no more than 5%. This includes all potential truck mounted bodies, add on equipment, special training requests, additional or special manuals, special software and/or hardware, special subscriptions (online technical information access for example), special transportation (other than the transport included from the chassis assembly plant to the first specified delivery location which is included in the member chassis pricing), any and all truck related type services (for body swap from old chassis to new chassis for example) and any mutually agreed upon storage costs for long lead time body installations or services.</p> <p>Member prices for all electric vehicle support services, infrastructure analysis, and charging systems pricing will be quoted at dealer sales department cost plus no more than 5%.</p> <p>Extended Warranties: All extended warranties offered by the Kenworth dealer for any manufacturer or item will be priced at dealer sales department cost plus no more than 5%.</p> <p>Additional pricing detail: Kenworth Truck Company builds custom truck cab and chassis and each unit, or order of multiple identical units, is unique. Kenworth dealers use the Kenworth PremierSpec sales tool to generate a buildable unit that meets an end user's specific need. The sales tool will generate a report with the base list price plus all the required options list price and calculate a total list price, shown in the report as Total Adjusted Price (w/o freight & warranty & surcharges). This is the total list price that the applicable model discount is applied. It is important to note that all Kenworth models base chassis list price is just a starting point and typically cannot be ordered and built without adding additional chassis options required to create a compatible and buildable unit.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts provided in this response range approximately from 12.6% to 49.3% depending on specific model. See the included member discount matrix schedule off list price. Note that each unit is custom designed and list price very depending on final specifications to meet member needs. . *
55	Describe any quantity or volume discounts or rebate programs that you offer.	The discounts included in this offer includes discounts that take into account the total potential volume of all member purchases combined. *

56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>All sourced goods and services will be priced at the Kenworth dealer sales department cost plus no more than 5%.</p> <p>The Kenworth dealer will solicit offers from sub-contractors for sourced goods and services needed to offer a complete vehicle solution that meets the members need. These sourced goods and services include, but are not limited to, any truck body, trailers, truck equipment, tools, support devices, parts and/or maintenance parts kits to be included with the chassis, additional or custom manuals, software, subscriptions, special transportation (other than the standard transportation included in the chassis price to the first delivery destination after the Kenworth factory assembly plant), requested training, extended warranties, and any specialized body or specialized service. Chassis storage costs may also be quoted, if needed and agreed upon between member and dealer, to store a chassis waiting for a long lead time body or service installation. An example of some of the common sourced bodies are dumps, mixers, vans, flatbeds, cranes, booms, conveyors, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, and knuckleboom. An example of common add on truck equipment is fairings, pintle hook, trailer brakes and electrical connections, sleepers, crewcab modifications, bulkhead, GPS devices, etc. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, maintenance program, etc. An example of special transportation that might be requested and required would be when needed truck related equipment, a body for example, is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii or Alaska</p> <p>Extended warranties for base chassis, engines, transmissions, bodies or any other truck related option or combination will be offered through Kenworth dealers at dealer sales department cost plus no more than 5%.</p>	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All federal, state, or local taxes, fees, tag, title, permit, or other miscellaneous requirements are not included. These costs will be determined by the Kenworth dealer as required with each unique state and member offering.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Member chassis pricing (total list price less member discount by model) includes transportation from the Kenworth factory assembly plant to the first specified delivery location in the continental United States, or Canada for Canadian members. This does not include additional transport required to deliver to Alaska, Hawaii or other U.S. territories. Additional transportation services, such as transport from a body company to dealership and then to members location, will be priced at the Kenworth dealer sales department cost plus no more than 5%.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Member chassis pricing includes transportation from the assembly plant to the first specified delivery location. This could include a port in the continental United States, or Canada for Canadian members. Additional ocean, rail, flatbed, or other transport service required to deliver to Alaska, Hawaii or off shore would be priced at the Kenworth dealer sales department cost plus no more than 5%.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a member were to require expedited shipping from the Kenworth factory assembly plant in a manner that is not customary, an additional amount above and beyond the included transportation from assembly plant would be quoted and priced at the Kenworth dealer sales department cost plus no more than 5%. Example: single drive or trailer transported delivery in lieu of 3 or 4 way combination to expedite delivery time.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A Kenworth dealer sales program is published supporting the Sourcewell contract. This is posted on an internal website that outlines the procedures, process, and compliance requirements. This will include the mandatory Sourcewell tracking code the dealer must add to allow a new order to qualify. Kenworth administration will generate a list of all units delivered to members and warranty registered in the Kenworth system quarterly. The report is generated by matching the tracking code against all Kenworth registered units in the quarter. A resulting report will display the chassis vehicle number (last 6 of the VIN), selling dealer name, and purchasing member name, etc. This will then allow Kenworth administration to determine the total fee to remit. Periodic and random audits will be conducted with dealers and documents reviewed to assure compliance with the Sourcewell contract. This includes pricing calculations and general terms per the contract and supporting Kenworth program.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee to Sourcewell is \$750 per unit.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>All products and services offered in this proposal are in cooperation and through our authorized and contracted Kenworth dealer network. No products or services are offered for purchase directly from Kenworth Truck Company.</p> <p>The products include the entire Kenworth brand truck product line of class 5, 6, 7, and 8 vehicles with gross vehicle weight ratings from 16,000 lbs. to 80,000 lbs. or more. The base models are: T170, T270, T370, K270, K370, T440, T470, T680, T800, T880, W900, W990 and C500. New / future models will be added as they become available. This includes all possible factory assembled sales code options included in published data books and non-published factory options (NPO items).</p> <p>All truck body types, equipment, tools, support devices, and services to be installed or provided after chassis assembly are to be included in the contract. These will be offered through Kenworth dealers at the time of truck chassis quotes in order to provide a complete vehicle solution. Kenworth dealers will solicit offers from TEM's or other entities for the necessary equipment or services required to meet the needs of the specific member. This includes, but is not limited to, truck bodies and related equipment such as trailers, dumps, mixers, vans, flatbeds, cranes, booms, conveyor, bulkhead, crewcab, sleeper, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, fairings, tractor, pintle hook, parts and parts kits, manuals, software, and any specialized body or specialized service. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, etc. Special transportation service will be offered by Kenworth dealers in addition to the standard transport provided as needed depending on the unique need with each members solution. This is typically required when a truck body and/or other related equipment is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii. Extended warranties for base chassis, engines, transmissions, bodies or any other truck related optional extended warranties are offered through Kenworth dealers. Kenworth Truck dealers will work directly with members to develop a complete vehicle offering that meets the members specific needs (vehicle solution). Kenworth dealers will develop the final chassis specifications with a mix of the available published and unpublished sales codes that meet the members custom vehicle needs. Kenworth dealers and member will mutually agree upon the final delivery and payment terms depending on the scope of the complete vehicle solution.</p> <p>All quotes, offers, final agreed upon terms and conditions, sale, delivery and after sales services will be agreed upon between Kenworth dealers and members. All U.S. and Canadian Kenworth dealers are engaged and encouraged to grow relationships and sales with members to meet each members unique and specific commercial vehicle transportation need.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Repair parts and/or repair services - Repair and maintenance parts and/or repair and maintenance service are needed by members for both Kenworth and other branded commercial trucks already in service with the members. A solution within the Sourcewell contract has been requested by members. It is our intent is to engage Kenworth dealers to enter into participating addendum contracts with member that would include discounted and predetermined parts pricing and/or maintenance and repair service pricing. These participating addendum contracts would be specific for the local market and in support and within the scope of this Sourcewell contract.</p> <p>Traditional finance or lease products including municipal lease options. Kenworth dealers will solicit offers from sub-contractors, such as, but not limited to, Paccar Financial to meet the specific member's needs.</p> <p>Full Maintenance Lease options through PACCAR Leasing and dealer leasing divisions is also available. This includes vehicle rentals, lease with all maintenance included or maintenance only options.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenworth offers many class 8 highly customizable models and has plans to offer a class 8 fully electric model in 2021.	*
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenworth offers three class 7 highly customizable models in both conventional and cabover configuration including a fully electric model.	*
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenworth offers three class 6 highly customizable models in both conventional and cabover configuration including a fully electric model.	*
69	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenworth currently offers 1 class 5 model. But additional model may be added.	*
70	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Kenworth currently does not offer a class 4 vehicle, but may do so and add to the contract any future models that fit this weight class.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Most of the metrics to determine success are already in place with the current contract Kenworth enjoys. This includes quote activity by quarter, units ordered quarterly, total units ordered year to date, total units ordered inception to date, units delivered each quarter, quarter vs quarter deliveries and overall growth, and Kenworth delivery performance percentage compared to other contracted OEMs by state and overall.	*
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Kenworth currently offer a class 6 and class 7 fully electric commercial truck. A class 8 fully electric commercial truck is planned for introduction in 2021. Supporting these electric truck offering, Kenworth plans to offer infrastructure analysis in cooperation with contracted partners and offer special pricing on electric charging systems. These systems and analysis can be quoted by the Kenworth dealer per the contract pricing matrix in cooperation and a Kenworth truck quote. Additionally, a full range of class 7 and 8 natural gas vehicles are offered. A class 6 natural gas offering is planned for 2021 and will be added to this contract.	*
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Kenworth chassis are assembled with 120,000 PSI, North American steel. We also offer several different frame rail sizes up to 11-5/8" in order to accommodate each application. Kenworth also offers heavy duty bolted crossmembers which provide superior strength, durability, and serviceability over standard welded or stamped steel crossmembers. Each order is analyzed by a team of engineers to make sure that the chassis is spec'd properly and will be capable of the intended service. Kenworth uses high strength aluminum cabs and overall high quality materials and components. The Kenworth conventional product line utilizes aluminum cab construction which has been proven in the field to have industry leading durability. Not only are aluminum cabs lighter than stamped steel, they are also corrosion resistant. Because Kenworth was founded by building rugged vocational trucks, our cabs need to be able to withstand logging roads and other severe duty off road applications. Kenworth offers a wide array of safety related options including automatic traction control, roll stability, collision avoidance systems such as Bendix Wingman Advanced and Bendix Fusion that includes collision avoidance and lane departure, side object detection systems, smart steering wheels for hands on controls, and other driver safety systems that continually enhance driver comfort and safety.	*
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Truck Tech Plus is now available on nearly all Kenworth models with Paccar or Cummins engines. This technology allows fleet operators as well as the internal Kenworth team to monitor the truck's status and overall health while on the road. Not only is Truck Tech Plus a remote diagnostics system, it also provides insights as to what is actually triggering the fault rather than just displaying error codes. Once a fault is detected, the severity is determined and the driver can be advised to immediately find the next dealership or whether the fault can be addressed at the next scheduled service in order to maximize the amount of uptime. Over the air remote engine updates are also available on select engines and configurations.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - paccar-2019-annual financial report.pdf - Thursday May 28, 2020 16:29:19
 - [Marketing Plan/Samples](#) - Marketing support docs.zip - Thursday May 28, 2020 16:45:51
 - [WMBE/MBE/SBE or Related Certificates](#) - Women in Trucking Award.docx - Thursday May 28, 2020 16:29:38
 - [Warranty Information](#) - Kenworth Warranty Documents.zip - Thursday May 28, 2020 16:29:57
 - [Pricing](#) - Member Pricing Matrix for Kenworth Trucks.pdf - Thursday June 04, 2020 12:28:28
 - [Additional Document](#) - Kenworth Additional Supporting Docs.zip - Tuesday June 09, 2020 12:15:59

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Kleespies, Director, Medium Duty Sales, Kenworth Truck Company, division of PACCAR Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--

ARF-6344

Regular Agenda Item 2. I.

Regular BOS Meeting

Meeting Date: 12/01/2020

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Appointment or reappointment of members of the Board of Supervisors to various boards, committees, and organizations for 2021.

Background Information

Each year, members of the Board of Supervisors are provided the opportunity to serve on other boards, committees, and organizations by virtue of their membership on the Board of Supervisors. They are elected/appointed by their peers to represent the interests of Gila County on these boards, committees, and organizations.

On December 17, 2019, the Board unanimously voted to represent the same boards, committees, and organizations in 2020 as they represented in 2019 with one exception. Vice-Chairman Martin offered to serve on the Coalition of Arizona/New Mexico Counties, to which Chairman Cline and Supervisor Humphrey agreed. The list is as follows:

Supervisor Tommie Martin –

County Supervisors Association Legislative Policy Committee

Eastern Arizona Counties Organization

Coalition of Arizona/New Mexico Counties

Supervisor Tim Humphrey –

Correctional Officers Retirement Plan (CORP) Local Board for Sheriff's

Office Detention Officers and Non-Uniformed Officers

Gila County Local Emergency Planning Committee

Central Arizona Governments Regional Council

Gila County Community College Allied Health Care Advisory Committee

Gila County College Industry and Mining Advisory Board

Supervisor Woody Cline –

CORP Local Board for Sheriff's Office Dispatchers

Public Safety Personnel Retirement System Local Board

Gila County Board of Health
San Carlos Apache Tribe Partnership Steering Committee

Evaluation

Each year the Board of Supervisors review the various boards, commissions, and organizations of which they served as a member during the current year, and decide to remain serving or to appoint other Board members to serve during the following calendar year.

Conclusion

It is appropriate for the Board of Supervisors to make the appointments to the various boards, committees, and organizations to serve during the calendar year 2021.

Recommendation

It is recommended that the Board discuss the various boards, committees, and organizations and appoint members to serve for 2021.

Suggested Motion

Information/Discussion/Action to appoint members of the Board of Supervisors to the following boards, committees, and organizations for the calendar year 2021: County Supervisors Association Legislative Policy Committee; Eastern Arizona Counties Organization; Correctional Officers Retirement Plan (CORP) Local Board for Sheriff's Office Detention Officers and Non-Uniformed Officers; Gila County Local Emergency Planning Committee; Central Arizona Governments Regional Council; Gila County Community College Allied Health Care Advisory Committee; Gila County College Industry and Mining Advisory Board; CORP Local Board for Sheriff's Office Dispatchers; Public Safety Personnel Retirement System Local Board; Gila County Board of Health; San Carlos Apache Tribe Partnership Steering Committee; and Coalition of Arizona/New Mexico Counties. **(Woody Cline)**

Attachments

No file(s) attached.

ARF-6341

Regular Agenda Item 2. J.

Regular BOS Meeting

Meeting Date: 12/01/2020

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 101-09-129.

Background Information

On June 19, 2009, the Gila County Treasurer deeded parcel number 101-09-129 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 1, 2009 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 located at 265 S. Smelter Place in Hayden with a deteriorated house. The total lien amount on this parcel is \$3,356.59.

Evaluation

On November 3, 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 101-09-129 for less than the lien amount. 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 101-09-128.

If the Board of Supervisors accepts Mr. Busboom's bid to purchase this property, it is his intent to request that the Assessor combine the parcels. This will be a win-win situation for Mr. Busboom and the County. He will receive one tax assessment and one tax bill per year and it will save the Assessor and Treasurer time reducing the number of documents issued by each office. Mr. Busboom intends on cleaning up the property and using it as a rental property and for parking.

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 101-09-129 and, if accepted, authorize the Chairman's signature on the Quit Claim Deed. **(Marian Sheppard)**

Attachments

101-09-129 Information

101-09-129 Map



When recorded ,Please hand deliver to : Gila County Treasurer's Office



This space reserved for recording information

CAPTION HEADING TREASURERS DEED

Parcel # 101-09-129

DO NOT REMOVE

**This is part of the official document.
DEEDING PARCEL TO THE STATE OF ARIZONA**

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

2009-007197 TD Page: 2 of 2
06/19/2009 10:00:43 AM Receipt #: 09-4125
Rec Fee: \$0 Gila County Treasurer
Gila County, Az, Sadie Tomerlin Dalton, Recorder



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

KNOW ALL MEN BY THESE PRESENTS;

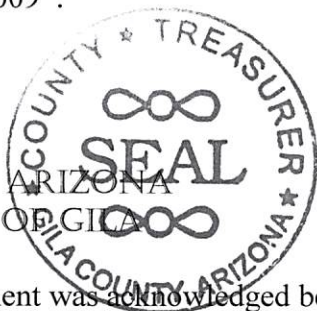
WHEREAS, on the 18TH day of MARCH, 2009 notice according to law was published in the ARIZONA SILVER BELT, COPPER BASIN NEWS, a newspaper of general circulation in the County of Gila, State of Arizona, that application for a Treasurer's Deed to the premises hereinafter described had been made by the grantee named herein, and that unless the tax lien is redeemed before the 19TH day of JUNE, 2009, 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 : 101-09-129

DESCRIBED AS : HAYDEN TWNS LOT 2 BLK 18

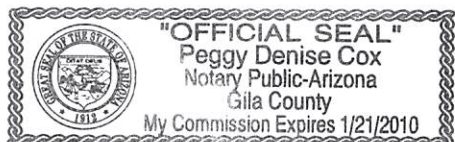
IN WITNESS WHEREOF, I, DEBORA SAVAGE, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this 19TH day of JUNE, 2009.



STATE OF ARIZONA
COUNTY OF GILA

Debora Savage
Treasurer of Gila County

This instrument was acknowledged before me this 19TH day of JUNE, 2009 by DEBORA SAVAGE as Treasurer of the County of Gila, State of Arizona, who then and there stated to me that SHE executed the same for the purpose and consideration therein expressed.



Peggy Denise Cox
Notary Public
My Commission Expires: 1-21-2010

Hard Copy

Wednesday, June 17, 2009

Gila County Treasurer

Owner

Debora Savage

PO Box 1093

Globe, AZ 85502

Phone:(928) 425-3231 ext. 8702, 8703 or 8705, Fax:(928) 425

dsavage@co.gila.az.us

CANISALES CHRIS C & MARY L

HAYDEN TWNS LOT 2 BLK 18

508 HILLCREST DR BOX 314
HAYDEN AZ 85235

Parcel ID: 101-09-129

Figures below based on 06/19/2009

Year	Roll #	Status	Taxes	CP Amount	Fee(s)	Interest	Payments	Balance Due
2008	903	Tax	\$162.58	\$0.00	\$0.00	\$9.76	\$0.00	\$172.34
2007	561	CP State Iss	\$199.52	\$199.52	\$19.98	\$45.22	\$0.00	\$264.72
2006	563	CP State Iss	\$122.54	\$122.54	\$16.13	\$47.38	\$0.00	\$186.05
2005	563	CP State Iss	\$265.56	\$265.56	\$23.28	\$145.18	\$0.00	\$434.02
2004	562	CP State Iss	\$311.70	\$311.70	\$25.59	\$220.27	\$0.00	\$557.56
2003	561	CP State Iss	\$413.52	\$413.52	\$30.68	\$358.38	\$0.00	\$802.58
2002	561	CP State Iss	\$327.12	\$327.12	\$26.36	\$335.84	\$0.00	\$689.32
2001	561	Tax	\$314.60	\$0.00	\$0.00	\$8.39	\$322.99	\$0.00
2000	561	Tax	\$297.66	\$0.00	\$0.00	\$0.00	\$297.66	\$0.00
1999	554	Tax	\$270.70	\$0.00	\$0.00	\$0.00	\$270.70	\$0.00
1998	556	Tax	\$190.26	\$0.00	\$0.00	\$0.00	\$190.26	\$0.00
1997	552	Tax	\$182.62	\$0.00	\$0.00	\$0.00	\$182.62	\$0.00
1996	644	Tax	\$167.88	\$0.00	\$0.00	\$2.24	\$170.12	\$0.00
1995	644	Tax	\$140.18	\$0.00	\$0.00	\$21.49	\$161.67	\$0.00
			\$3,366.44	\$1,639.96	\$142.02	\$1,194.15	\$1,596.02	\$3,106.59

+200—
50
\$3,356.59

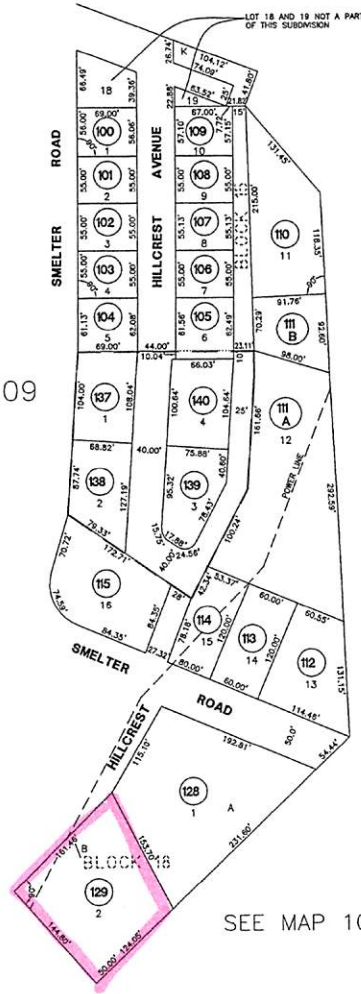
SEE MAP 101-06

HAYDEN TOWNSITE
Gila County Recorded Plats 170

HILLCREST HEIGHTS
Gila County Recorded Plats 309

SEE MAP 101-09 1 of 3

SEE MAP 101-06



SEE MAP 101-06



SCALE = 1" = 100'

(C) = CALCULATED
(R) = RECORDED

"FOR INFORMATION ONLY, NO LIABILITY ASSUMED."

GILA COUNTY ASSESSOR PROPERTY PROFILE

Account #: R000000569

Parcel #: 10109129

Local #:

MH Seq #:

MH Space:

Appr Year: 2008

Levy: 0

of Bldgs: 1

Create On:

Tax Dist: 4160

Map #: 09

LEA: 0803

Active On: 10/15/2008 1:

Assign To: UnAssigned

Initials:

Acct Type: Residential

InactiveOn:

New Growth: 0

Last Updated: 10/15/2008 1:

Owner's Name and Address:

CANISALES CHRIS C & MARY L

508 HILLCREST DR BOX 314
HAYDEN AZ 85235

Property Address:

Street: 265 S SMELTER PL

City: HAYDEN

Business:

Sales Summary

Sale Date	Sale Price	Deed Type	Reception #	Book	Page #	Grantor
	\$0	JT	2001-008213			LICANO BELINDA GAONA

Legal Description

HAYDEN TWNS LOT 2 BLK 18

Land Valuation Summary

Land Type	Ag Code	Abst Code	Square Feet	Unit of Measure	Number Of Units	Value Per Unit	Actual Value	Assmt Percent	*Assessed Value
Residential	0 0	03L	0	Acres	0	\$0	\$2,873.00	0.1	\$287
Land Subtotal:					0		\$2,873.00		\$287

Buildings Valuation Summary

GILA COUNTY ASSESSOR PROPERTY PROFILE

Account #: R000000569

Parcel #: 10109129

Local #:

MH Seq #:

MH Space:

Bldg #	Property Type	Abst Code	Occupancy	Actual Value	Assmt Percent	*Assessed Value
1	Residential	03I	100 - Single Family Residential	\$8,965	0.1	\$897
Improvements Subtotal:				\$8,965		\$897

Total Property Value

\$11,838

\$1,184

*Approximate Assessed Value

GILA COUNTY ASSESSOR PROPERTY PROFILE

Account #: R000000569

Local #:

Parcel #: 10109129

MH Seq #:

MH Space:

Building #: 1	Condo SF	Condo % Land: 0	Condo % Bldg: 1	Unit Type:	Landscaping \$: \$0.00
Property Type: Residential					
Quality: Low	Nbhd: 0803	Occupancy: Single Family Residential			
Condition: Average	Nbhd Ext: 00				
Perimeter: 124	Nbhd Adj: 1				
Percent Comp: 100.00%					

Individual Built As Detail

Built As:	Ranch 1 Story	Year Built:	1915
Construction Type:	Frame Hardboard	Year Remodeled:	
HVAC:	None	% Remodeled:	
Interior Finish:	Drywall	Adj Year Blt:	1915
Roof Cover:	Composition Roll	Effective Age:	92
Built As SF:	840	Mh Make:	
# of Baths:		Tag Length/Width:	X
# of Bdrms:		Tag Length/Width:	X
# of Stories:	1	Mh Skirting LF:	
Story Height:	8	MH Skirting Type:	
Sprinkler SF:		Diameter:	
Capacity:		Height:	

Building Details

Bldg #: 1	Units	Units Price	RCN	Actual Value
Appliance				
Allowance	1			\$0.00
Plumbing				
Sink Standard	1			
Water Heater	1			
Bath 3	1			
Rough In				
Laundry Facility	1			

Value Details

	Other Obs %:	0
	Market/SF:	\$0.00

THIS PROPERTY IS
SUBJECT TO FORECLOSURE
FOR DELINQUENT TAXES

101-09-120









Assessor Parcel Viewer

Gila County Assessor



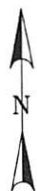
100%

-110.783 33.002 Degrees

HAYDEN TOWNSITE
Gila County Recorded Plats 170

SEE MAP 101-06

SEE MAP 101-06



(C) = CALCULATED
(R) = RECORDED

GILA COUNTY ASSESSOR

ARF-6352

Consent Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 12/01/2020

Submitted For: Eric Mariscal, Director

Submitted By: Erin Miller, Elections Assistant

Department: Elections

Information

Request/Subject

Appointment of Libertarian Party Precinct Committeemen in Gila County.

Background Information

Arizona Revised Statute §16-821 (B) states, *"The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291."*

Evaluation

The Gila County Libertarian Committee Chairman, Jeff Daniels, has submitted Bruce Orin Wales for appointment to the office of precinct committeeman in the Payson #2 precinct; Lawrence I. Hoffenberg for appointment to the office of precinct committeeman in the Payson #8 precinct; Jeff Daniels for appointment to the office of precinct committeeman in the Zane Gray precinct. Per statute, the Board of Supervisors has the authority to make this appointment. Upon review of the precinct committeemen allotment table, it has been determined that vacancies exist for the Libertarian Party.

Conclusion

The Gila County Libertarian Committee Chairman, Jeff Daniels, has submitted Bruce Orin Wales for appointment to the office of precinct committeeman in the Payson #2 precinct; Lawrence I. Hoffenberg for appointment to the office of precinct committeeman in the Payson #8 precinct; Jeff Daniels for appointment to the office of precinct committeeman in the Zane Gray precinct for appointments by the Board of Supervisors, to serve as Precinct Committeemen. Upon review of the precinct committeemen allotment table, it has been determined that the vacancies exist for the Libertarian Party.

Recommendation

The Gila County Elections Director recommends that the Board of Supervisors approve the requested appointments as stated above.

Suggested Motion

Appointment of the following Libertarian Party Precinct Committeemen in Gila County: Bruce Orin Wales -Payson #2 Precinct; Lawrence I. Hoffenberg -Payson #8 Precinct; and Jeff Daniels-Zane Gray Precinct.

Attachments

Gila County Libertarian Party Appointments

ARS 16-821

GILA COUNTY LIBERTARIAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Bruce Orrin Wales, a duly qualified Libertarian elector residing at
(Name as shown on Voter Registration)

908 Pine View St Payson Arizona 85541
Address City State Zip

602-769-1282 602-769-1282
Home Phone Work Phone Cell Phone

Bruceowales@gmail.com
Fax Email

as a Libertarian Precinct Committeeman in Gila County for the

PRECINCT of _____ CODE Number 205-D

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

_____ Resignation of _____

_____ Death of _____

RESPECTFULLY SUBMITTED

[Signature]
Party Chair

10-28-20
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Libertarian Party and help promote the Libertarian message in Arizona and the **Gila County Libertarian Committee**.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Libertarian Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty
3. Active assistance to the Libertarian Party in obtaining Libertarian registered voters.
4. Active assistance to Libertarian voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Libertarian Party.

Signed: Bruce O. Wales

Date: 11-3-20

Voter Identification Number: 25166882

GILA COUNTY LIBERTARIAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Lawrence I. Hoffenberg, a duly qualified Libertarian elector residing at
(Name as shown on Voter Registration)

2604 W. Bulla Dr Payson AZ 85541
Address City State Zip
928-468-3576 928-468-3576 928-238-0699
Home Phone Work Phone Cell Phone
— 54321@suddenlink.net
Fax Email

as a Libertarian Precinct Committeeman in Gila County for the

PRECINCT of _____ CODE Number 235.0

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

_____ Resignation of _____

_____ Death of _____

RESPECTFULLY SUBMITTED

[Signature]
Party Chair

10-28-20
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Libertarian Party and help promote the Libertarian message in Arizona and the **Gila County Libertarian Committee**.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Libertarian Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Libertarian Party in obtaining Libertarian registered voters.
4. Active assistance to Libertarian voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Libertarian Party.

Signed: Lawrence Hoffenberg

Date: 10/16/20

Voter Identification Number: 25180796

GILA COUNTY LIBERTARIAN COMMITTEE
PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Jeff Daniels, a duly qualified Libertarian elector residing at
(Name as shown on Voter Registration)

173 S. Blackfoot Rd.

Address

Payson

City

AZ

State

85541

Zip

928-478-0010

Home Phone

Work Phone

Cell Phone

JeffD@ArizonaRim.com

Email

Fax

as a Libertarian Precinct Committeeman in Gila County for the

PRECINCT of Zane Gray

CODE Number 345.D

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

☐ Resignation of _____

☐ Death of _____

RESPECTFULLY SUBMITTED


Party Chair

10-28-20
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Libertarian Party and help promote the Libertarian message in Arizona and the **Gila County Libertarian Committee**.

The minimum duties of a Precinct Committeeman shall include:

1. Active involvement in the Party. A Precinct Committeeman should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Libertarian Party. Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.
3. Active assistance to the Libertarian Party in obtaining Libertarian registered voters.
4. Active assistance to Libertarian voters on Election Day.
5. Financial assistance or time commitment to fund raising activities for the Libertarian Party.

Signed: 

Date: 10-28-2020

Voter Identification Number: 25155944

16-821. County committee; vacancy in office of precinct committeeman

A. At the primary election the members of a political party entitled to representation pursuant to section 16-804 residing in each precinct shall choose one of their number as a county precinct committeeman, and the members shall choose one additional precinct committeeman for each one hundred twenty-five voters or major fraction thereof registered in the party in the precinct as reported pursuant to section 16-168, subsection G on January 2 of the year in which the general election is held. The whole number of precinct committeemen of a political party shall constitute the county committee of the party.

B. The board of supervisors upon the recommendation of the county chairman, or the recommendation of a committee designated in the bylaws of the county committee for that purpose, shall determine when a vacancy exists in the office of precinct committeeman. If a vacancy exists, the vacancy shall be filled by the board of supervisors from a list of names submitted by the county chairman of the appropriate political party. Only a precinct committeeman elected at the primary election prior to the date of a state or county committee organizing meeting shall be permitted to vote at such meeting. The criteria used to establish when a vacancy exists in the office of precinct committeeman shall be as established in section 38-291.

ARF-6355

Consent Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 12/01/2020

Reporting Period: November 17, 2020

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Information

Subject

Board of Supervisors' November 17, 2020, Meeting Minutes.

Suggested Motion

Approval of the Board of Supervisors' November 17, 2020, meeting minutes.

Attachments

11-17-20 Meeting Minutes

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

Date: November 17, 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); and Tim R. Humphrey, Member

STAFF PRESENT: W. James Menlove, County Manager (by phone); Jacque Sanders, Deputy County Manager and District Librarian; Rick Husk, Deputy County Attorney; and Marian Sheppard, Clerk of the Board (by phone)

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE – INVOCATION

Chairman Cline called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Lisa Modglin led the Pledge of Allegiance and David Rogers delivered the invocation.

Item 2 – PRESENTATIONS:

A. Presentation regarding the Community Development Department's Code Enforcement and Wastewater Divisions.

Scott Buzan, Community Development Department Director, advised that in February 2020 he presented information to the Board of Supervisors on the operations of the Building Safety Division and Planning and Zoning Division of the Community Development Department. The purpose of this presentation was to cover the remaining Divisions within that Department. He stated that the Community Development Department operates under a "One Stop Shop" concept. There are offices in Globe and Payson to assist the public. Mr. Buzan proceeded to review a slide presentation. He read aloud the definition of code enforcement and reviewed the Division's mission statement and the ordinances, building codes, and Arizona Department of Environmental Quality (ADEQ) rules that are enforced by Code Compliance Specialists. There is one Specialist based in Globe and the other Specialist is based in Payson. Mr. Buzan advised that the two Code Compliance Specialists work closely with

Building Safety, Planning and Zoning, Wastewater, Floodplain, Grading and Drainage, County Attorney's Office, and an approved collection agency. The County contracts with a Hearing Officer. At the end of September, there were 104 active open complaints (21 Globe, 83 Payson). Payson currently has 4 times the number of cases compared to Globe. Well over 200 cases have been opened and closed in the first 3 quarters of 2020. The Division has a goal of 7 days from the date a complaint is received to verify if it is a violation. The Specialists are currently averaging 4.6 days and only missed their goal a couple of times this year. In the southern section of the County, junk, dry weeds, and brush make up the majority of complaints while in the northern section the complaints are regarding building without permits and dry weeds and brush. Only 13% of complaint cases so far this year have been heard by the Hearing Officer. Mr. Buzan attributes this low percentage to staff's educational efforts and working diligently with the violators, plus the willingness of property owners in the County to comply once they are made aware of the violation. He added that a few years back the Division contracted with a collection agency to collect those fines assessed by the Hearing Officer. The agency was recently successful in obtaining payment of \$400 from a property owner. This is the Division's first successful recovery thus far. Mr. Buzan stated that looking ahead there is a plan in place to promote swifter compliance with violations for dried weeds and brush. Prolonged drought conditions have increased the public's concern regarding the potential threat of a wildfire which results in an increase in complaints during the months after the spring weeds have dried out. Code enforcement hearings will be scheduled monthly from March through May in an attempt to get faster compliance to remove the fire hazard. Staff will continue to seek properties that are a good candidate for the County's Clean and Lien Ordinance program.

Mr. Buzan reviewed the Wastewater Division and he provided the definition of wastewater. With a staff of 3 and combined experience of 61 years, Wastewater plays a vital role in enabling growth in the County while protecting the water supply and the environment. Delegated by the Board of Supervisors in 2001 to create an effective septic program, Wastewater has evolved into a highly respected guardian tasked with protecting the health of the public and the water they drink. This is done through soil testing, septic system plan reviews and inspections, and investigation of sewage surfacing complaints. The importance of a soil test cannot be stressed enough. A septic system designed to the type of soil ensures not only that the system will function and serve the property for years but protect the health of those who use it and reside nearby. Plan review of both conventional and alternative septic systems is also important. An improperly designed system is doomed to early failure and most likely will lead to soil contamination, polluting of the water table, and a waste of the property owner's money. Inspections of the septic system are critical. A well-designed system for the type of soil will be ineffective if it is not properly installed per the approved plan. Mr. Buzan advised that investigating the surfacing of sewage is probably the least liked task. While Code Enforcement

could investigate these types of complaints, Wastewater has graciously accepted this unpleasant assignment. Working with the property owner in a courteous but firm manner, Wastewater has a proven history of quick compliance. Wastewater also handles septic tank replacements, cesspool determinations, gray water systems, and new well applications. Continuing education and training of both staff and contractors is not only important but required. Contractors and designers who attend training and pass a test are placed on a list that property owners can request and which is made available on the Department's webpage on the County's website. This takes away some of the guesswork on who to hire to design and install their septic system since the names listed are qualified to do so in Gila County. Training and testing are required every two years to stay on the list. Mr. Buzan referred to a chart that showed a 10% increase in the number of soil inspections versus last year while the other categories showed mixed results. Mr. Buzan stated that Jake Garrett, Wastewater Manager, is constantly seeking ways to improve the Division's efficiency and impact on the contractor's time. This year he instituted a change in procedures for soil testing inspections that resulted in reduced inspection times. ADEQ requires that 3 observation holes must be dug. The County now allows 2 holes to be dug prior to the County staff's arrival and the 3rd in the process of being dug. This has resulted in some tests taking less than 1½ hours to complete. Mr. Garrett also designed the alternative septic system for the new Gila County Animal Control Facility at the County Fairgrounds resulting in financial savings for the County. Mr. Buzan advised that there is a hurdle ahead for Wastewater. Svanhildur (Svanna) Jafetsdottir, who has been the Environmental Engineering Specialist for the last 17 years, is retiring next month. With the help of the Human Resources Department, Mr. Buzan is actively seeking her replacement. In the meantime, Michael O'Driscoll, Health and Emergency Management Department Director, has offered his staff, who have a sanitarian certification or are in the process of obtaining one, to aid if needed. In the meantime, Mr. Garrett will be evaluating procedures to see what can be combined or eliminated in order to continue to provide services needed by the County's customers and in the timeframe they expect. Mr. Garrett will continue to work with ADEQ to formalize a new delegation agreement so that it may be submitted to the Board for approval. The COVID-19 pandemic has slowed this process at the state level.

Each Board member thanked Mr. Buzan for the presentation and for the efforts made by him and his staff to provide quality service to their customers.

Item 3 – PUBLIC HEARINGS:

A. Information/Discussion/Action to approve, deny or modify Conditional Use Permit application number CUPP2008-001 to allow a 3-story, 42-foot tall building height for a single-family residence and to allow for a three-story, 32-foot in height building for an accessory dwelling unit, both measured from grade level to the mean height between

the eaves and roof ridge, in Residential 1L Use District in the Zane Grey Ranch subdivision northeast of Payson Arizona.

Mr. Buzan provided the following information. The property is 4.95 acres and it is in the Zane Grey Ranch Subdivision northeast of Payson. During the plan review process, it was determined that both structures exceeded the maximum 30' building height (measured from grade to the truss means) and 2 stories allowed in the Residential 1L Use District. Per the Gila County Zoning Ordinance, the property owner may apply for a Conditional Use Permit (CUP) to exceed the maximum height and stories. The Zane Grey Ranch Subdivision is located a mile or so off the road to the Tonto Fish Hatchery. It consists of 5 lots and is surrounded by national forest land. To fulfill the requirement of the Gila County Zoning Ordinance, the applicant held a neighborhood meeting on August 27, 2020. The owners of the 4 other lots in the subdivision are in favor of a CUP being approved. To date, the staff has not received any other comments from the public regarding this application. Staff feels that the additional height and story of both structures would have a minimal negative visual impact on the neighborhood due to the property's topography and the remoteness of the area. Since both structures will be used as residences, it is compatible with the R1L Use District and the subdivision. Staff recommended approval of the CUP to the Planning and Zoning Commission. At its October 15, 2020 meeting, the Planning and Zoning Commission voted unanimously to recommend the Board's approval of the CUP. This meeting was noticed as a public hearing in both the Payson Roundup and Silver Belt newspapers.

Chairman Cline opened the public hearing. There were no comments, so he closed the public hearing and asked for a motion on this item. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Conditional Use Permit Application No. CUPP2008-001.

Item 4 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to canvass the election results contained in the Official Canvass of the General Election held on November 3, 2020, in Gila County, Arizona, and declare the Gila County results official.

Eric Mariscal, Elections Director, proceeded to review the Canvass of Election Results booklet for the 2020 General Election. Each Supervisor was provided a hard copy of the booklet containing the election results. The booklet contained a precinct listing; voter turn-out for Gila County and other counties; total ballots summary to include a County summary of all races and a precinct detail of all races; polling place ballots to include a County summary of all races; early ballots to include a County summary of all races and a rejection summary; provisional ballots to include a County summary of all races and a rejection summary; official write-in candidates to include votes cast summary;

and an election summary for the Rim Trail Domestic Water Improvement District governing board member election. Mr. Mariscal commented that Gila County's voter turnout was the second-highest in the state next to Yavapai County. In Gila County, 28,057 ballots were cast out of 34,001 registered voters, which resulted in an 82.52% voter turnout. He added that the voter turnout in 2016 was 77% and in the last election it was 80%. Approximately 67% of the registered voters voted early and Mr. Mariscal commented that the early ballot process began sooner than in the last election. He stated that 23,099 ballots were received by mail with 20 of them being rejected which left a total of 23,079 ballots that were accepted. There were 356 provisional ballots received with 179 being rejected for a total of 177 ballots that were accepted. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously declared the results of the General Election held on November 3, 2020, in Gila County as official.

B. Information/Discussion/Action to authorize the Gila County Local Emergency Planning Commission to accept a pass-through grant award from the Arizona Emergency Response Commission-Emergency Response Fund for FY 2020-2021 in the total amount of \$11,614.46 for the purchase of hazardous materials response equipment to be used by local fire departments.

Michael O'Driscoll, Health and Emergency Management Department Director, advised that the Arizona Emergency Response Commission is authorized by Arizona Revised Statute Title 26 to establish financial grants to local governments utilizing monies from the Arizona Emergency Response Fund appropriated by the legislature to allow for the purchase of hazardous materials (hazmat) response equipment only. During the FY 2021 cycle, Payson Fire Department submitted a request on behalf of the Gila County Local Emergency Planning Commission (LEPC) and local fire departments for hazmat response supplies. Vice-Chairman Martin expressed her appreciation to Mr. O'Driscoll for being prepared in advance of emergencies. Mr. O'Driscoll added that Supervisor Humphrey serves on the Gila County LEPC. Supervisor Humphrey also expressed his appreciation for the LEPC "always looking ahead to keep our community safe." Chairman Cline echoed those sentiments. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously authorized the Gila County LEPC to accept a pass-through grant award from the Arizona Emergency Response Commission as presented.

C. Information/Discussion/Action to adopt Resolution No. 20-11-01 to accept property from Rita W. Cruse as described in Fee No. 2020-012841, Gila County Records.

Steve Sanders, Public Works Department Director, advised that a few miles north of the community of Young, Forest Road 512 crosses Cherry Creek. Gila County owns the bridge and land around the bridge. On the south side of the

bridge, Reta Cruse owns a small parcel of land. The property is in the creek and on the adjacent bank. Ms. Cruse owns a sizable amount of property north of the bridge. Due to the County owning the bridge and land around the bridge, the Cruse property isn't contiguous. Earlier this year, a representative of Ms. Cruse contacted the County and said Ms. Cruse would like to give the parcel to the County. The parcel of land is beneficial to the County as it will allow access to the bridge and let the County maintain the channel and bridge as needed. Each Supervisor commented that they were pleased to see this transaction. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously adopted Resolution No. 20-11-01. **(A copy of the resolution is on file in the Board of Supervisors' Office and attached to these minutes.)**

D. Information/Discussion/Action to authorize the advertisement of Invitation for Bids No. 103020 to purchase two (2) 2021 Ford F350 XL regular cab chassis (DRW), 60" cab to axle length, 4x4 with 8' or 9' dump bed with low drop sides and upfitting of snowplows and spreader assemblies as outlined in the solicitation.

Mr. Sanders stated that the vehicles to be purchased with this solicitation will be used by the Consolidated Roads Division to replace older vehicles. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously authorized the advertisement of Invitation for Bids No. 103020.

E. Information/Discussion/Action to set a date of Tuesday, December 15, 2020, whereby the Board of Supervisors will hold a public hearing to determine if the public interest is served by the Town of Star Valley's deannexation and return to Gila County the certain public right-of-way located on State Highway 260 within the Town of Star Valley.

Marian Sheppard, Clerk of the Board, advised that she received a certified letter on October 26, 2020, from Timothy Grier, Manager/Attorney for the Town of Star Valley, which was dated October 21, 2020. The letter provided notice per Arizona Revised Statute § 9-471.03 (C) that the Town adopted its Ordinance No. O 20-05 on October 20, 2020, to begin the process of deannexing and returning to Gila County the certain public right-of-way as legally described in the Town's Ordinance. By statutory requirement, the Board of Supervisors must set a public hearing. Ms. Sheppard suggested that the public hearing should take place during a Regular Meeting of the Board of Supervisors on Tuesday, December 15, 2020. The meeting will begin at 10:00 a.m. Ms. Sheppard advised that the subject property is approximately 2.7 miles located on State Highway 260 in Star Valley between Lion Springs Road and Preacher Canyon. Supervisor Humphrey commented that he has some questions about this request; however, he will wait until the public hearing. Ms. Sheppard advised that Mr. Grier will be present at the December 15th

meeting to answer questions of the Board. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously set a public hearing for Tuesday, December 15, 2020, to consider the Town of Star Valley's deannexation and return to Gila County the certain public right-of-way in the Town of Star Valley.

Item 5 - CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval of the appointments of Justices of the Peace Pro Tempore: Payson Regional Justice Court - Donald Garvin, Danny McKeen, Sam Goodman, Sherwood Johnston, and David E. Wolak; and Globe Regional Justice Court – Rebecca Baeza, Mary Navarro, Paul Larkin, Jerri Antunes, Don Calendar, Charles Adornetto, Sherwood Johnston, David E. Wolak, and Paul Julien; and approval of the appointments of the following Civil Traffic Hearing Officers: Griselda Ruiz, Lacey Root, Destiny Rocha, Jordon Mounce, and Xochitl Blanco with all terms expiring on December 31, 2021.

B. Approval of the Board of Supervisors' October 27, 2020, and November 3, 2020 meeting minutes.

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

OCTOBER 6, 2020

DEPARTURES:

1. Gerald Nenninger - Public Works - Recycling and Landfill Equipment Operator Senior - 10/01/20 - Recycling and Landfill Management Fund - DOH 02/28/05
2. Andrea Cullen - Health and Emergency Services - Community Health Specialist - 10/06/20 - WIC Fund - DOH 11/17/19
3. Debra Overholt - County Attorney's Office - Legal Secretary Senior - 09/30/20 - Diversion Program CA Fund - DOH 06/15/09
4. Donald Hayes III - Sheriff's Office - Detention Officer - 10/24/20 - General Fund - DOH 11/09/15

NEW HIRES:

5. Steven Montgomery - Payson Constable's Office - Deputy Constable (.48) - 10/12/20 - General Fund - Replacing Terry Phillips
6. Brooke Ortiz - Sheriff's Office - 911 Dispatcher - 10/12/20 - General Fund - Replacing Ashley Harter

7. Tori Wright - Health and Emergency Services - Medical Assistant - 10/05/20
– Immunization (.50)/Private Stock Vaccines (.50) Funds - Replacing Savannah Barajas

END PROBATIONARY PERIOD:

8. Filomeno Butierez IV - Administrative Services - Administrative Clerk -
10/06/20 - General Fund

REQUEST TO POST:

9. Community Development - Environmental Health Specialist - Vacated by
Svanhildur Jafetsdottir

10. Health and Emergency Services - Community Health Specialist - Vacated
by Andrea Cullen

OCTOBER 13, 2020

DEPARTURES:

1. Leanna Romiti - Clerk of Superior Court - Associate Jury Commissioner -
10/02/20 - General Fund - DOH 05/26/20

2. Sonora Ramirez - Finance - Summer Youth Participant - 07/19/20 - General
Fund - DOH 06/08/20

NEW HIRES:

3. Jenny Shults - Public Works - Road Maintenance and Equipment Operator -
10/26/20 - Public Works Fund - Replacing Paul Maniaci

4. Rose Dice - Public Works - From Temporary Scalehouse Attendant - To
Recycling and Landfill Equipment Operator Senior - 10/26/20 - Recycling and
Landfill Management Fund - Replacing Rose Dice

TEMPORARY HIRES TO COUNTY SERVICES:

5. Rose Dice - Public Works - Temporary Scalehouse Attendant - 10/05/20 -
Recycling and Landfill Management Fund

END PROBATIONARY PERIOD:

6. Evan Schmitz - Health and Emergency Services - Environmental Health
Specialist - 08/02/20 - Health Service Fund

DEPARTMENTAL TRANSFERS:

7. Robert Cizek - Public Works - From Vehicle and Equipment Mechanic - To
Vehicle and Equipment Mechanic Senior - 10/12/20 - Public Works Fund -
Replacing David O'Brien

OTHER ACTIONS:

8. Paula Horn - Health and Emergency Services - Deputy Director Health -
10/12/20 - From Health Service (.90)/Prescription Drug OD Prevention (.10)

Funds - To Health Service (.50)/Expanded Lab Capacity (.50) Funds - Change in fund code

9. Savannah Barajas - Health and Emergency Services - Communicable Disease Specialist - 10/12/20 - From Public Health Emergency Preparedness Fund - To Expanded Lab Capacity Fund - Change in fund code

10. Joshua Beck - Health and Emergency Services - Deputy Director Health and Emergency Management - 09/28/20 - From Various Funds - To General (.50)/Expanded Lab Capacity (.50) Funds - Change in fund code

11. Debra Blevins - Health and Emergency Services - Health Administrative Manager - 10/12/20 - From Health Service Fund - To Health Service (.50)/Expanded Lab Capacity (.50) Funds - Change in fund code

12. Ashlyn Earven - Health and Emergency Services - Community Health Specialist - 10/12/20 - From Tobacco-Free Environment Fund - To Supplemental Nutrition Assistance Program Education Fund - Change in fund code

13. Janice Chesser - Health and Emergency Services - Community Health Specialist - 10/12/20 - From Teen Pregnancy Prevention Services Fund - To Supplemental Nutrition Assistance Program Education Fund - Change in fund code

14. Tiffany Goff - Health and Emergency Services - Administrative Clerk Senior - 10/12/20 - From Health Service Fund - To Health Service (.50)/Expanded Lab Capacity (.50) Funds - Change in fund code

15. Stella Gore - Health and Emergency Services - PHEP Coordinator - 10/12/20 - From Public Health Emergency Preparedness Fund - To Expanded Lab Capacity Fund - Change in fund code

16. Lauren Lopez - Health and Emergency Services - Summer Youth Participant - 10/12/20 - From Health Service Fund - To Expanded Lab Capacity Fund - Change in fund code

17. Hortencia Lovin - Health and Emergency Services - Public Health Nurse - 10/12/20 - From Health Service Fund - To Health Service (.50)/Expanded Lab Capacity (.50) Funds - Change in fund code

18. Michael O'Driscoll - Health and Emergency Services - Director Health and Emergency Services - 10/12/20 - From Various Funds - To Health Service (.50)/Expanded Lab Capacity (.50) Funds - Change in fund code

19. Nancy Rutherford - Health and Emergency Services - Health Programs Manager - 10/12/20 - From Various Funds - To Supplemental Nutrition Assistance Program Education Fund - Change in fund code

20. Taylor Perez - Health and Emergency Service - Community Health Specialist - 10/12/20 - Community Health Grant Fund - To Community Health Grant (.50)/Expanded Lab Capacity (.50) Funds - Change in fund code

21. Evan Schmitz - Health and Emergency Services - Environmental Health Specialist - 10/12/20 - From Health Service Fund - To Establishment COVID Compliance Fund - Change in fund code

22. Karen Aguero-Ponce - Health and Emergency Services - Communicable Disease Specialist - 10/12/20 - From Public Health Fund - To Expanded Lab Capacity Fund - Change in fund code

23. Rockell Schmidt - Health and Emergency Services - Communicable Disease Specialist - 10/12/20 - From Public Health Fund - To Expanded Lab Capacity Fund - Change in fund code

REQUEST TO POST:

24. Clerk of Superior Court - Associate Jury Commissioner - Vacated by Leanna Romiti

OCTOBER 20, 2020

DEPARTURES:

1. Jeff McClure - Sheriff's Office - Deputy Sheriff - 11/29/20 - General Fund - DOH 10/28/13
2. William Carlson - Sheriff's Office - Detention Officer Lt. - 01/04/21 - General Fund - DOH 01/31/00
3. Daniel Savage - Public Works - Regional Roads Manager - 12/01/20 - Public Works Fund - DOH 06/19/89
4. Pamela Alvino - Treasurer's Office - Accounting Clerk Specialist - 11/06/20 - General Fund - DOH 02/05/94
5. Eric Estrada - Computer Services - IT Systems Administrator - 10/15/20 - General Fund - DOH 05/26/20

DEPARTMENTAL TRANSFERS:

6. Brad Hicks - Public Works - From Recycling and Landfill Equipment Operator - To Recycling and Landfill Equipment Operator Senior - 10/26/20 - Recycling and Landfill Management Fund - Replacing Ernest Davis
7. Vincent Montoya - Public Works - From Road Maintenance and Equipment Operator - To Recycling and Landfill Equipment Operator Senior - 10/26/20 - From Public Works Fund - To Recycling and Landfill Management Fund - Replacing Gerald Nenninger

OTHER ACTIONS:

8. Stephen Armstrong - Sheriff's Office - Deputy Sheriff - 07/01/20 - General Fund - Change in overtime fund
9. Aaron Heck - Sheriff's Office - Deputy Sheriff - 07/01/20 - General Fund - Change in overtime fund
10. Thor Nudson - Sheriff's Office - Deputy Sheriff Sgt. - 07/01/20 - General Fund - Change in overtime fund
11. Elliana Cabrera - Sheriff's Office - Deputy Sheriff - 07/01/20 - General Fund - Change in overtime fund
12. Mark Highstreet II - Sheriff's Office - Deputy Sheriff - 08/01/20 - General Fund - Change in overtime fund
13. Gilbert Olivarez - Sheriff's Office - Deputy Sheriff - 07/01/20 - General Fund - Change in overtime fund
14. Keith Conway - Sheriff's Office - Deputy Sheriff - 07/01/20 - General Fund - Change in overtime fund

15. Cole LaBonte - Sheriff's Office - Deputy Sheriff - 07/01/20 - General Fund - Change in overtime fund
16. Christopher Sanks - Sheriff's Office - Deputy Sheriff - 07/01/20 - General Fund - Change in overtime fund
17. Matthew Havey - Sheriff's Office - Deputy Sheriff - 07/01/20 - General Fund - Change in overtime fund
18. Justin Montijo - Sheriff's Office - Deputy Sheriff - 07/01/20 - General Fund - Change in overtime fund

REQUEST TO POST:

19. Public Works - Recycling and Landfill Equipment Operator - Vacated by Brad Hicks
20. Public Works - Public Works Roads Supervisor - Vacated by Steve Seaman
21. Computer Services - IT Systems Administrator - Vacated by Eric Estrada

OCTOBER 27, 2020

DEPARTURES:

1. David Hill - County Attorney's Office - Deputy County Attorney Senior - 11/06/20 - General Fund - DOH 08/05/19
2. Robert Johnson - Public Works - Road Maintenance and Equipment Operator - 10/16/20 - Public Works Fund - DOH 01/06/14

END PROBATIONARY PERIOD:

3. Derek Riggs - Library District - IT Support Specialist - 10/27/20 - Library Assistance Fund

DEPARTMENTAL TRANSFERS:

4. Shaunae Casillas - Health and Emergency Management - From Communicable Disease Specialist - To Health Prevention Coordinator - 11/09/20 - From Prescription Drug Overdose Prevention Fund - To Tobacco-Free Environment Fund - FY21 Grant funded position
5. Veronica Hernandez - Health and Emergency Management - From Community Health Specialist - To Client Outreach Specialist - 11/09/20 - From WIC Fund - To Tobacco-Free Environment (.30)/Teen Pregnancy Prevention Services (.70) Funds - FY21 Grant funded position

REQUEST TO POST:

6. County Attorney's Office - Deputy County Attorney Senior - Vacated by David Hill
7. Public Works - Regional Roads Manager - Vacated by Daniel Savage
8. Sheriff's Office - Records Clerk - Vacated by Chebel Sandoval

D. Approval of finance reports/demands/transfers for the reporting period of October 1, 2020, through October 31, 2020.

Approve demands and budget amendments for operating transfers. Warrant numbers 305542 through 305545, 305547 through 305737, 305739 through 305739, 305741 through 305979, and 305981 through 306052 totaling \$4,104,661.98 for the period 10-01-20 through 10-31-20.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. **(A listing of issued warrants and voided warrants is permanently attached to these minutes.)**

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

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda items 5A-5E.

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.

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.

The Supervisors and Deputy County Manager and District Librarian advised that they did not have any current events to present.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 10:38 a.m.

APPROVED:

Woody Cline, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-6337

Consent Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 12/01/2020

Reporting Period: October 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 October 2020

Suggested Motion

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

Attachments

Clerks Report - October 2020

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF GILA

- - - - -

CLERK'S REPORT
FOR
OCTOBER 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, reading "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 October 2020.


ANITA ESCOBEDO
Clerk of the Superior Court
of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 3rd day of November 2020.


ESTHER CANEZ
Chief Deputy

Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 11/2/2020 9:04:27 AM

Criteria : From Date : 10/1/2020 To Date : 10/30/2020

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	\$1099.50		(\$1257.50)		(\$158.00)	\$0.00
		ZOVER	OVERPAYMENT FUND			\$0.00		\$0.00	\$0.00
			SubTotal:	\$1099.50		(\$1257.50)		(\$158.00)	\$0.00
Agency Name : BOND POSTED - THIS COURT									
ZBND	BOND POSTED - THIS COURT	ZBND	BOND POSTED - THIS COURT	\$53301.00			(\$10750.00)	\$42551.00	\$0.00
			SubTotal:	\$53301.00			(\$10750.00)	\$42551.00	\$0.00
Agency Name : D.A.R.E. PROGRAM									
ZDARE	D.A.R.E. PROGRAM	ZDARE	D.A.R.E. PROGRAM	\$100.00		\$50.00		\$150.00	\$0.00
			SubTotal:	\$100.00		\$50.00		\$150.00	\$0.00
Agency Name : ELECTED OFFICIALS RETIRE. FUND									
ZEORF	ELECTED OFFICIALS RETIRE. FUND	ZEORF	ELECTED OFFICIALS RETIRE. FUND	\$3163.78		\$32.16		\$3195.94	\$159.80
		ZEORP	ELECTED OFFICIALS RETIREMENT PLAN (EMPLOYERS CONTRIBUTIONS)	\$1320.68		\$13.69		\$1334.37	\$66.72
			SubTotal:	\$4484.46		\$45.85		\$4530.31	\$226.52
Agency Name : GILA COUNTY TREASURER									
ZCNTY	GILA COUNTY TREASURER	ZOS2	2011 ADDTNL ASSMNT-CNTY TRSR	\$4.60				\$4.60	\$0.23
		ZOS1	2011 ADDTNL ASSMNT-STATE TRSR	\$36.79				\$36.79	\$1.84
		ZVAPB	30% INTERSTATE COMPACT	\$130.50				\$130.50	\$6.53
		ZIAAF	ADMINISTRATIVE INDIGENT ASSESSMENT	\$206.10				\$206.10	\$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)	\$20.71				\$20.71	\$1.04
		ZADR	ALTER. DISPUTE RESOLUTION FUND	\$73.57		\$0.74		\$74.31	\$3.72
		ZATT	ATTORNEY FEE REIMBURSEMENT	\$350.00				\$350.00	\$0.00
		ZALTF	AZ LENGTHY TRIAL FUND	\$690.00				\$690.00	\$34.50
		ZFEE	BASE FEES (GENERAL FUND)	\$6637.40		\$67.47		\$6704.87	\$335.24
		ZFINE	BASE FINES	\$4809.97				\$4809.97	\$240.50
		ZFORF	BOND FORFEITURES				\$10750.00	\$10750.00	\$537.50
		ZCIEF	CHILDREN ISSUES EDUC FUND	\$50.00				\$50.00	\$2.50
		ZCEF	CLEAN ELECTIONS FUND	\$406.15				\$406.15	\$0.00
		ZCAA1	CONFIDENTIAL ADDRESS ASSESSMENT FUND-STATE	\$13.84				\$13.84	\$0.69
		ZCAA2	CONFIDENTIAL ADDRESS ASSESSMENT FUND-LOCAL	\$0.73				\$0.73	\$0.04
		ZCIF	CONFIDENTIAL INTERMEDIARY FUND	\$53.75		\$0.54		\$54.29	\$2.71
		ZJDET	COUNTY JUV DETENTION	\$681.63				\$681.63	\$34.08
		ZCLLF	COUNTY LAW LIBRARY FUND	\$3163.78		\$32.16		\$3195.94	\$159.80
		ZCJEF	CRIMINAL JUSTICE ENHANCE FUND	\$1949.78				\$1949.78	\$97.49
		ZDNAS	DNA STATE SURCHARGE	\$157.52				\$157.52	\$7.88
		ZDS	DOCUMENT STOR. & RETRIEVAL FND	\$1372.16		\$10.74		\$1382.90	\$69.15
		ZDVCA	DOM. VIOL.-CHLD ABUSE PREV FND	\$399.66		\$4.06		\$403.72	\$20.19

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	ZDREF	DOMESTIC RELATIONS EDUCATION	\$84.01				\$84.01	\$4.20
		ZDVSF2	DOMESTIC VIOLENCE SERVICE FUND	\$1801.83		\$18.66		\$1820.49	\$91.02
		ZDVSF	DOMESTIC VIOLENCE SHELTER FUND	\$34.77				\$34.77	\$1.74
		ZDECJ	DRUG & GANG ENFORCEMENT FINES	\$847.05				\$847.05	\$42.35
		ZDGEF	DRUG & GANG ENFORCEMENT FUND	\$5.14				\$5.14	\$0.26
		ZDUIA	DUI ABATEMENT FUND	\$250.00				\$250.00	\$12.50
		ZFAR4	ENHANCED FARE DELINQUENCY	\$151.65				\$151.65	\$0.00
		ZFAR3	ENHANCED FARE SPECIAL COLLECTIONS	\$338.44				\$338.44	\$0.00
		ZCSVF	EXPEDITED CHILD SUPPORT AND	\$310.85				\$310.85	\$15.54
		ZWITN	EXPERT WITNESS FUND	\$720.00				\$720.00	\$0.00
		ZFAR2	FARE DELINQUENCY FEE	\$70.00				\$70.00	\$0.00
		ZFAR1	FARE SPEC COLLECTIONS	\$287.30				\$287.30	\$0.00
		ZFTGS	FILL-THE-GAP SURCHARGE (7%)	\$282.84				\$282.84	\$14.14
		ZFIF	FORENSIC INVESTIGATION FUND	\$0.48				\$0.48	\$0.02
		ZCC	GEN JURIS CONCILIATION COURT	\$104.18		\$46.55		\$150.73	\$7.54
		ZGCAT	GILA COUNTY ATTORNEY - 60%	\$5340.12		\$121.80		\$5461.92	\$0.00
		ZGCLK	GILA COUNTY CLERK OF THE COURT - 10%	\$890.02		\$20.30		\$910.32	\$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	ZGCSC	GILA COUNTY SUPERIOR COURT - 30%	\$2670.05		\$60.90		\$2730.95	\$0.00
		ZJCLF	JUDIC. COLLECT. ENHANCE. FUND - LOCAL	\$1553.87		\$15.79		\$1569.66	\$78.48
		ZJCSF	JUDIC. COLLECT. ENHANCE. FUND - STATE	\$3948.53		\$40.22		\$3988.75	\$199.44
		ZJCL	JUDICIAL COLLECT ENHANCE FUND - LOCAL	\$166.04		\$14.00		\$180.04	\$0.00
		ZJCS	JUDICIAL COLLECT ENHANCE FUND - STATE	\$308.35		\$26.00		\$334.35	\$0.00
		ZJURY	JURY FEES	\$414.25				\$414.25	\$20.71
		ZJDU	JUVENILE DIVERSN FUND UNDER \$40	\$210.00		\$50.00		\$260.00	\$13.00
		ZJS	JUVENILE PROBATION SERV FEES	\$42.58				\$42.58	\$2.13
		ZMSEF	MEDICAL SERVICES ENHANCE FUND	\$543.74				\$543.74	\$27.19
		ZOS3	OFFCR SAFETY EQUIP-CITY POLICE	\$11.50				\$11.50	\$0.58
		ZOS4	OFFCR SAFETY EQUIP-SHERIFF	\$6.86				\$6.86	\$0.34
		ZOVF	OVERPAYMENT FORFEITED			\$0.00		\$0.00	\$0.00
		ZPOTE	PEACE OFFICER TRAINING EQUIPMENT FUND	\$4.00				\$4.00	\$0.20
		ZPCOF	PRISON CONSTRUCTION AND	\$1654.50				\$1654.50	\$82.73
		ZPBA	PROBATION FEE ADULT	\$7667.55		\$402.00		\$8069.55	\$403.48
		ZPRSU	PROBATION SURCHARGE (\$5.00)	\$10.00				\$10.00	\$0.50

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	ZPSEF	PUBLIC SAFETY EQUIPMENT FUND	\$400.00				\$400.00	\$0.00
		ZRCF	RESOURCE CENTER FUND	\$263.36		\$2.72		\$266.08	\$13.30
		ZSMEN	SPOUSAL MAINTENANCE FUND	\$132.39				\$132.39	\$6.62
		ZSTAT	STATE TREASURER - GENERAL FUND	\$1515.78				\$1515.78	\$75.79
		ZTECH	TECHNICAL REGISTRATION FUND	\$0.76				\$0.76	\$0.04
		ZVCAF	VICTIM COMPENSATION AND ASSISTANCE FUND	\$4.76				\$4.76	\$0.24
		ZVAF	VICTIMS ASSISTANCE FUND	\$304.50				\$304.50	\$15.23
		ZVREA	VICTIMS RIGHTS ENFORCEMENT FUND	\$1.38				\$1.38	\$0.07
		ZVRF	VICTIM'S RIGHTS FUND	\$7.91				\$7.91	\$0.40
		ZVRIF	VICTIMS RIGHTS IMPLEMENTATION	\$100.00		\$25.00		\$125.00	\$6.25
		ZPRS9	ZPRS9	\$114.77				\$114.77	\$5.74
			SubTotal:	\$54784.75		\$959.65	\$10750.00	\$66494.40	\$2697.40
Agency Name : RESTITUTION									
ZREST	RESTITUTION	ZREST	RESTITUTION	\$21698.69		\$202.00		\$21900.69	\$0.00
			SubTotal:	\$21698.69		\$202.00		\$21900.69	\$0.00
			Grand Total:	\$135468.40		\$0.00	\$0.00	\$135468.40	\$2923.92
			Less Shaded Areas:						
			Bond					-\$ 42551.00	
			Restitution					-\$ 21900.69	
			D.A.R.E.					-\$ 150.00	
			FARE					-\$ 847.39	
			Hold Payments					+\$ 158.00	
								<u>\$ 70177.32</u>	

ARF-6350

Consent Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 12/01/2020

Reporting Period: Recorder's Office Monthly Report for October 2020

Submitted For: Sadie Bingham, Recorder

Submitted By: Charlotte Williams, Chief Deputy Recorder

Information

Subject

Recorder's Office Monthly Report for October 2020

Suggested Motion

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

Attachments

Recorder's October 2020 Monthly Report



Gila County Recorder

REPORT FOR THE MONTH OF OCTOBER 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.

Charlotte Williams Chief Deputy Recorder for Sadie Jo Bingham, Gila
County Recorder

Bank Deposit

From 10/01/2020 To 10/31/2020

Deposit Totals

Payment Type	Actual Total	Adjusted Total
Cash	\$1,407.00	
Check	\$6,261.00	
Credit Card OTC	\$2,217.80	
Electronic Transfer	\$32,160.00	
Manual Credit Card	\$0.00	
Total Deposit	\$42,045.80	

Included Tills

Bank Deposit	Deposited	Till	Expected	Actual	Adjusted	Bank Account
7117	Oct 1, 2020	14_Payson_Thu / 6886	\$1,054.00	\$1,054.00		Bank Account
7118	Oct 1, 2020	4_ReceiptStation1_Thu / 6885	\$534.00	\$534.00		Bank Account
7120	Oct 2, 2020	5_ReceiptStation1_Fri / 6888	\$178.00	\$178.00		Bank Account
7121	Oct 2, 2020	15_Payson_Fri / 6889	\$2,169.00	\$2,169.00		Bank Account
7123	Oct 5, 2020	11_Payson_Mon / 6891	\$2,858.00	\$2,858.00		Bank Account
7125	Oct 6, 2020	2_ReceiptStation1_Tue / 6892	\$272.00	\$272.00		Bank Account
7126	Oct 6, 2020	12_Payson_Tue / 6893	\$2,887.00	\$2,887.00		Bank Account
7127	Oct 7, 2020	3_ReceiptStation1_Wed / 6894	\$1,269.00	\$1,269.00		Bank Account
7128	Oct 7, 2020	13_Payson_Wed / 6895	\$1,549.00	\$1,549.00		Bank Account
7129	Oct 8, 2020	4_ReceiptStation1_Thu / 6896	\$1,299.00	\$1,299.00		Bank Account
7130	Oct 8, 2020	14_Payson_Thu / 6897	\$1,840.00	\$1,840.00		Bank Account
7131	Oct 9, 2020	5_ReceiptStation1_Fri / 6898	\$1,688.64	\$1,688.64		Bank Account
7132	Oct 9, 2020	15_Payson_Fri / 6899	\$1,835.00	\$1,835.00		Bank Account
7136	Oct 12, 2020	1_ReceiptStation1_Mon / 6900	\$1,722.00	\$1,722.00		Bank Account
7137	Oct 12, 2020	11_Payson_Mon / 6901	\$578.00	\$578.00		Bank Account
7138	Oct 13, 2020	2_ReceiptStation1_Tue / 6903	\$2,017.00	\$2,017.00		Bank Account
7139	Oct 13, 2020	12_Payson_Tue / 6904	\$1,052.00	\$1,052.00		Bank Account
7140	Oct 14, 2020	3_ReceiptStation1_Wed / 6905	\$3,168.00	\$3,168.00		Bank Account
7141	Oct 14, 2020	13_Payson_Wed / 6906	\$452.00	\$452.00		Bank Account
7142	Oct 15, 2020	4_ReceiptStation1_Thu / 6907	\$2,568.00	\$2,568.00		Bank Account
7143	Oct 15, 2020	14_Payson_Thu / 6908	\$558.00	\$558.00		Bank Account
7144	Oct 16, 2020	5_ReceiptStation1_Fri / 6909	\$3,818.00	\$3,818.00		Bank Account
7145	Oct 16, 2020	15_Payson_Fri / 6910	\$540.00	\$540.00		Bank Account
7146	Oct 19, 2020	11_Payson_Mon / 6913	\$437.00	\$437.00		Bank Account
7148	Oct 20, 2020	2_ReceiptStation1_Tue / 6914	\$1,399.00	\$1,399.00		Bank Account
7149	Oct 20, 2020	12_Payson_Tue / 6915	\$690.00	\$690.00		Bank Account
7150	Oct 21, 2020	3_ReceiptStation1_Wed / 6916	\$3,798.00	\$3,798.00		Bank Account
7151	Oct 21, 2020	13_Payson_Wed / 6917	\$278.00	\$278.00		Bank Account
7152	Oct 22, 2020	4_ReceiptStation1_Thu / 6918	\$3,154.00	\$3,154.00		Bank Account
7153	Oct 22, 2020	14_Payson_Thu / 6919	\$1,472.00	\$1,472.00		Bank Account
7154	Oct 23, 2020	5_ReceiptStation1_Fri / 6920	\$2,345.00	\$2,345.00		Bank Account
7155	Oct 23, 2020	15_Payson_Fri / 6921	\$870.00	\$870.00		Bank Account
7156	Oct 26, 2020	1_ReceiptStation1_Mon / 6922	\$2,401.75	\$2,401.75		Bank Account
7157	Oct 26, 2020	11_Payson_Mon / 6923	\$1,080.00	\$1,080.00		Bank Account
7158	Oct 27, 2020	1_ReceiptStation1_Mon / 6912	\$4,002.52	\$4,002.52		Bank Account
7159	Oct 27, 2020	12_Payson_Tue / 6924	\$1,389.67	\$1,389.67		Bank Account
7160	Oct 28, 2020	2_ReceiptStation1_Tue / 6925	\$2,139.25	\$2,139.25		Bank Account
7161	Oct 28, 2020	13_Payson_Wed / 6926	\$310.00	\$310.00		Bank Account
7162	Oct 28, 2020	3_ReceiptStation1_Wed / 6927	\$2,313.00	\$2,313.00		Bank Account
7163	Oct 29, 2020	14_Payson_Thu / 6929	\$660.00	\$660.00		Bank Account
7164	Oct 29, 2020	4_ReceiptStation1_Thu / 6928	\$2,382.00	\$2,382.00		Bank Account

Bank Deposit

From 10/01/2020 To 10/31/2020

7165	Oct 30, 2020 5_ReceiptStation1_Fri / 6930	\$4,516.97	\$4,516.97	Bank Account
7166	Oct 30, 2020 15_Payson_Fri / 6931	\$886.00	\$886.00	Bank Account
7168	Oct 30, 2020 previousday / 6935	\$2,790.00	\$2,790.00	Bank Account
7181	Oct 31, 2020 Web / 6911	\$16.00	\$16.00	Bank Account
7183	Oct 5, 2020 1_ReceiptStation1_Mon / 6890	\$265.00	\$265.00	Bank Account
7185	Oct 30, 2020 previousday / 6949	\$360.00	\$360.00	Bank Account

Total	\$75,860.80	\$75,860.80
Non-Deposit Total	(\$33,815.00)	(\$33,815.00)
Deposit Total	\$42,045.80	\$42,045.80
Total Till Over/Short		\$0.00

Journal Activity

Account		Debits	Credits	Net
Asset				
1005SuspensePrePayAccounts	1005 Suspense - Prepay	\$1,639.00	(\$700.00)	\$939.00
Cash	Cash/Check	\$7,668.00	\$0.00	\$7,668.00
creditcard	credit card	\$2,217.80	\$0.00	\$2,217.80
creditcardweb	Credit Card Web	\$16.00	\$0.00	\$16.00
D-1005-120-01-4612-023	Recording Fee (deferred)	\$33.00	(\$33.00)	\$0.00
D-7145-120-01-4775-004	Recorder Storage and Retrieval (deferred)	\$12.00	(\$12.00)	\$0.00
ETransfer	Electronic Transfers	\$32,160.00	\$0.00	\$32,160.00
	Total	\$43,745.80	(\$745.00)	\$43,000.80
Liability				
1005SuspenseChargeAccounts	1005 Suspense - Charge	\$45.00	(\$45.00)	\$0.00
	Total	\$45.00	(\$45.00)	\$0.00
Expense				
	Total	\$0.00	\$0.00	\$0.00
Revenue				
1005-120-01-4612-001	Copies	\$0.00	(\$428.00)	(\$428.00)
1005-120-01-4612-002	Certified Seal	\$0.00	(\$75.00)	(\$75.00)
1005-120-01-4612-003	Postage	\$0.00	(\$1.00)	(\$1.00)
1005-120-01-4612-012	Overpayment	\$0.00	(\$1.00)	(\$1.00)
1005-120-01-4612-018	Misc Fees (Notification)	\$0.00	(\$8.00)	(\$8.00)
1005-120-01-4612-023	Recording Fee	\$0.00	(\$35,488.00)	(\$35,488.00)
1005-120-01-4612-023-1	General Fund - Voter	\$0.00	(\$73.55)	(\$73.55)
7145-120-01-4775-004	Recorder Storage and Retrieval	\$0.00	(\$5,520.00)	(\$5,520.00)
7146-120-01-4612	Mining Fees	\$0.00	(\$1.00)	(\$1.00)
7146-120-01-4776-009	State Mining Fees	\$0.00	(\$4.00)	(\$4.00)
7147-120-01-4612-018	Voter	\$0.00	(\$656.25)	(\$656.25)
7147-120-01-4774-031	Miscellaneous	\$0.00	(\$745.00)	(\$745.00)
eRecording	eRecording	\$32,115.00	(\$32,115.00)	\$0.00
	Total	\$32,115.00	(\$75,115.80)	(\$43,000.80)
	Total	\$75,905.80	(\$75,905.80)	\$0.00

Range Summary

Range	Account	Debits	Credits	Net
Cash/Check	Cash Cash/Check	\$7,668.00	\$0.00	\$7,668.00
	Range Total	\$7,668.00	\$0.00	\$7,668.00

House Account Summary

Gila County AZ Recorder

For the Period of 10/01/2020 - 10/31/2020

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
ACCU	ACCUSEARCH	(124.00)	18.00	0.00	(106.00)
ADOT	AZ DEPT OF TRANS	(216.50)	0.00	0.00	(216.50)
APS	APS/COPIES	(80.00)	5.00	0.00	(75.00)
APSR	APS/RECORDINGS	(289.00)	0.00	0.00	(289.00)
ARARS	AZ RESEARCH & RETRIEVAL SVCS	(137.00)	15.00	0.00	(122.00)
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	(432.00)	0.00	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	(131.00)	24.00	0.00	(107.00)
D3	D3 Title Agency	(100.00)	0.00	0.00	(100.00)
DS	DATA SERVICES	(1,000.00)	13,530.00	(13,530.00)	(1,000.00)
EMP	EMPIRE WEST TITLE AGENCY LLC	(83.00)	0.00	0.00	(83.00)
EPN	eRecording Partners Network	(1,000.00)	1,440.00	(1,440.00)	(1,000.00)
EQUIT	EQUITY SERVICES	(50.00)	0.00	0.00	(50.00)
FARES	CORELOGIC	(2,511.40)	190.00	0.00	(2,321.40)
FATM	FIRST AMERICAN MICROFICHE	(37.20)	0.00	0.00	(37.20)
FNDS	BLACK KNIGHT FINANCIAL SERVICES	(1,663.20)	190.00	0.00	(1,473.20)
GCDD	GILA COUNTY COMMUNITY	164.50	0.00	0.00	164.50

House Account Summary

Gila County AZ Recorder

For the Period of 10/01/2020 - 10/31/2020

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
HANSEN-ENGINEERING	DEVELOPMENT				
	HANSEN ENGINEERING & SURVEYING	(56.00)	0.00	0.00	(56.00)
	IMAPP, INC	(53.40)	0.00	0.00	(53.40)
	INDECOMM	(1,000.00)	60.00	(60.00)	(1,000.00)
	Ingeo - eRecording	(1,127.00)	4,710.00	(4,710.00)	(1,127.00)
IRS	INTERNAL REVENUE SERVICE	(82.00)	45.00	(45.00)	(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)	2.00	0.00	(188.00)
NTC	NATIONWIDE TITLE CLEARING	(982.00)	0.00	0.00	(982.00)
PIONE	PIONEER TITLE AGENCY FICHE	(7,121.00)	175.00	0.00	(6,946.00)
PTP2	PIONEER TITLE AGENCY RECORDINGS 2	(6,403.00)	828.00	0.00	(5,575.00)
Public Works Floodplain	Gila County	(81.00)	0.00	0.00	(81.00)
	RECORD SEARCHING SERVICES INC	(184.00)	2.00	0.00	(182.00)
	RESEARCH UNLIMITED INC	(83.00)	0.00	0.00	(83.00)
	Simplifile - eRecording	(2,285.00)	12,375.00	(12,375.00)	(2,285.00)
	FIRST AMERICAN TITLE	(979.20)	0.00	0.00	(979.20)
TD	Timely Documents	(98.00)	0.00	0.00	(98.00)
ZILL	ZILLOW	(570.00)	190.00	(700.00)	(1,080.00)

House Account Summary

Gila County AZ Recorder

For the Period of 10/01/2020 - 10/31/2020

Immediate and Deferred Accounts

House Account ID	House Account Name	Starting Balance	Charges	Payments	Ending Balance
Totals		(33,991.70)	33,799.00	(32,860.00)	(33,052.70)

Account	DS	EPN	Indecomm	Ingeo	IRS	Simplifile
Amount applied	\$ 11,370.00	\$ 1,170.00	\$ 60.00	\$ 4,500.00	\$ 45.00	\$ 11,535.00
To come in November	\$ 690.00	\$ 270.00		\$ 210.00		\$ 840.00
	\$1,470.00					
Total	\$ 13,530.00	\$ 1,440.00	\$ 60.00	\$ 4,710.00	\$ 45.00	\$ 12,375.00

Sadie Bingham
Gila County Recorder

FY 2021

Month	No of Doc.	Recorder Storage & Retrieval 7145	Recording Fees 1005	Computer Svcs 7147	Mining Fee 7146	State mining	Interest	Refunds	MISC	Recorder Check to Treasurer
July	1560	\$ 5,712.00	\$ 37,653.52	\$ 1,120.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,486.47
Aug	1456	\$ 5,544.00	\$ 36,979.15	\$ 1,080.75	\$ 25.00	\$ 100.00	\$ -	\$ -	\$ -	\$ 43,728.90
Sept	1537	\$ 5,800.00	\$ 48,435.69	\$ 9,355.00	\$ 5.00	\$ 20.00	\$ -	\$ -	\$ -	\$ 63,615.69
Oct	1445	\$ 5,520.00	\$ 36,074.55	\$ 1,401.25	\$ 1.00	\$ 4.00	\$ -	\$ -	\$ -	\$ 43,000.80
Nov										
Dec										
Jan										
Feb										
Mar										
Apr										
May										
June										

Total	5998	\$ 22,576.00	\$ 159,142.91	\$ 12,957.95	\$ 31.00	\$ 124.00	\$ -	\$ -	\$ -	\$ 194,831.86
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Fiscal Year
All Monies \$ 194,831.86

GILA COUNTY TREASURER'S RECEIPT
GILA COUNTY, ARIZONA

DATE 11/12/20

130059 NOV 12 8

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND General FUND # 1005

REMITTING AGENCY Recorder (120)

BILLING PERIOD October 1-31, 2020

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.120.3400.99		Recording Fee	36074	55
7145.120.3400.99		Recording Storage	5520	-
7147.120.3400.99		Computer Svs	1401	25
7146.120.3400.99		Mining Fees (county)	1	-
7141.120.3400.99		Mining Fees (state)	4	-
			43000	80

Preparer Signature: _____ Title Chief Deputy

Approved Signature: _____ Title _____

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	43000.80
Total	43000.80

TREASURER By [Signature] Date 11/12/2020

ARF-6356

Consent Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 12/01/2020

Reporting Period: Monthly Report for October 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 October 2020

Suggested Motion

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

Attachments

Monthly Report for October 2020

October, 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	\$ 164.53	\$ 8.23	\$ 156.30
Drug and Gang Enforcement Fines	ZDECJ		STATE	\$ 230.56	\$ 11.53	\$ 219.03
Dangerous Plants, Pests, & Diseases Trust Fund	ZDPP		STATE	\$ -	\$ -	\$ -
Domestic Violence Shelter Fund	ZDVSF		STATE	\$ 25.00	\$ 1.25	\$ 23.75
FARE Special Collection Fee 19%	ZFAR1		STATE	\$ 1,534.67	\$ -	\$ 1,534.67
FARE Delinquency Fee \$35.00	ZFAR2		STATE	\$ 778.31	\$ -	\$ 778.31
FARE Enhanced Special Collections Fee	ZFAR3		STATE	\$ 384.25	\$ -	\$ 384.25
FARE Enhancement Fee \$49.00	ZFAR4		STATE	\$ 751.02	\$ -	\$ 751.02
Game and Fish - Wildlife	ZGF		STATE	\$ -	\$ -	\$ -
Extra DUI Assessment \$500	ZGFDU		STATE	\$ 1,629.69	\$ 81.48	\$ 1,548.21
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	\$ 1,070.93	\$ 53.55	\$ 1,017.38
State Treasurer General Fund	ZSTAT		STATE	\$ -	\$ -	\$ -
AZ DPS Forensics Fund	ZADPS	0872-2061		\$ 390.36	\$ 19.52	\$ 370.84
Alternative Dispute Resolution	ZADR	848-2061	T848-2061	\$ 38.88	\$ 1.95	\$ 36.93
Arson Detection Reward Fund 41-2167D	ZADRF	901-2061	T901-2061	\$ -	\$ -	\$ -
Confidential Address Assessment - State Treasurer	ZCAA1	884-2061		\$ 23.75	\$ 1.19	\$ 22.56
Confidential Address Assessment - Local	ZCAA2	1005-311-3800-30		\$ 1.25	\$ 0.07	\$ 1.18
\$5 Constable Training Fund	ZCECF	0915-2061		\$ -	\$ -	\$ -
Citizens Clean Elections	ZCEF	888-2061	T888-2061	\$ 933.50	\$ -	\$ 933.50
Criminal Justice Enhancement 67%	ZCJEF	812-2061	T812-2061	\$ 4,249.08	\$ 212.46	\$ 4,036.62
Defensive Driving Diversion Fee	ZDDS	1005.311-3510.10	X105-4831	\$ 2,700.00	\$ 135.00	\$ 2,565.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	872-2061	T872-2061	\$ 145.49	\$ 7.28	\$ 138.21
DUI Abatement	ZDUIA	889-2061	T889-2061	\$ -	\$ -	\$ -
Elected Officials Retirement Fund 14.09%	ZEORF	801-2061	T801-2061	\$ 290.35	\$ 14.52	\$ 275.83
Elected Officials Retirement Plan 6.00%	ZEORP	0874-2061	T0874-2061	\$ 123.59	\$ 6.18	\$ 117.41
Extra Adult Probation Assessment	ZEXAP	4042.335-3405.30	X25001335-4835	\$ 5.84	\$ 0.30	\$ 5.54
Base Fees (General Fund)	ZFEE	1005.311-3400.15	X105-4615	\$ 1,143.50	\$ 57.18	\$ 1,086.32
Base Fines (General Fund)	ZFINE	1005.311-3510.10	X105-4831	\$ 8,756.07	\$ 437.81	\$ 8,318.26
Fill the Gap Surcharge 7%	ZFTGS		T870-2061	\$ 653.08	\$ 32.66	\$ 620.42
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005.311.3400.17	X10501311-4861	\$ 890.85	\$ 44.55	\$ 846.30
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	\$ 444.85	\$ -	\$ 444.85
Judicial Collection Enhancement Local %	ZJCLF	1005.311-3400.15	X105-4615	\$ 129.31	\$ -	\$ 129.31
Judicial Collection Enhancement \$13	ZJCS	840-2061	T840-2061	\$ 826.16	\$ -	\$ 826.16
Judicial Collection Enhancement %PC	ZJCSF	840-2061	T840-2061	\$ 334.37	\$ 16.72	\$ 317.65
Jail (Incarceration) Fees	ZJF	1005.300-3405.40	X10502442-4651	\$ 835.18	\$ -	\$ 835.18
Local Costs	ZLCL1-5	1005.311-3400.10	X105-4450	\$ 175.00	\$ 8.75	\$ 166.25
Cost of Prosecution Reimbursement 60%	ZLCL6	3544.301-3400.11	X182-4620	\$ 740.04	\$ -	\$ 740.04
Cost of Prosecution Reimbursement 40%	ZLCL6	4574.333-3400.16	X22601333-4864	\$ 493.35	\$ -	\$ 493.35
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	\$ 1,259.11	\$ 62.96	\$ 1,196.15
2011 Additional Assessment - State Treasurer	ZOS1	930-2061	T930-2061	\$ 933.20	\$ 46.66	\$ 886.54
2011 Additional Assessment - County Treasurer	ZOS2	931-2061	T931-2061	\$ 116.65	\$ 5.84	\$ 110.81
Officer Safety Equipment - City Police - Globe (CP)	ZOS3	932-2061	T932-2061	\$ 31.09	\$ 1.56	\$ 29.53
Officer Safety Equipment - Sheriff (SHF)	ZOS4	933-2061	T933-2061	\$ 33.78	\$ 1.69	\$ 32.09
Officer Safety Equipment - DPS (DPS)	ZOS5	934-2061	T934-2061	\$ 380.44	\$ 19.03	\$ 361.41
Officer Safety Equipment - MVD/ADOT (MVD)	ZOS6	935-2061	T935-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Game and Fish (GF)	ZOS7	936-2061	T936-2061	\$ 0.70	\$ 0.04	\$ 0.66
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	T0953-2061	\$ 3.75	\$ 0.19	\$ 3.56
Arizona Department of Insurance (ADOI)	ZOS15	939-2061	T939-2061	\$ -	\$ -	\$ -
Officer Safety Equipment - Miami Police Dept. (MPD)	ZOS16	940-2061	T940-2061	\$ 7.53	\$ 0.38	\$ 7.15
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	\$ 4.00	\$ 0.20	\$ 3.80
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	\$ 4.89	\$ 0.25	\$ 4.64
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	\$ 7.56	\$ 0.38	\$ 7.18
Over Payment Refund	ZOVR			\$ -	\$ -	\$ -
Adult Probation Fee	ZPBA	4042.335-3405.30	X25001335-4835	\$ 121.85	\$ 6.10	\$ 115.75
Prison Construction Fund	ZPCOF	908-2061	T908-2061	\$ 2,799.85	\$ 140.00	\$ 2,659.85
Peace Officer Train. Equip. Fund \$4	ZPOTE	0963-2061		\$ 396.92	\$ 19.85	\$ 377.07
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	\$ 2,443.83	\$ 122.20	\$ 2,321.63
Public Defender Fees	ZPUBZ	1005.345-3300.00	X105-4429	\$ 820.81	\$ -	\$ 820.81
Reimbursement to County Attorney 60%	ZREIM	3544.301.3400.11	X182-4620	\$ -	\$ -	\$ -
Reimbursement to County Attorney 40%	ZREIM	4574.333.3400.16	X22601333-4864	\$ -	\$ -	\$ -
Security Enhancement Fee	ZSECE			\$ -	\$ -	\$ -
State Highway Fund	ZSHWY			\$ -	\$ -	\$ -
State Highway Work Zone Fund	ZSHWZ		T855-2061	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS	1005.300-3510.10	X105-4264	\$ 31.21	\$ 1.57	\$ 29.64
Technical Registration Fund (\$15 Drug offenses)	ZTECH	0833-2061		\$ -	\$ -	\$ -
Victims Assistance Fund	ZVAF	814-2061	T814-2061	\$ -	\$ -	\$ -
Victims Compensation Assist. Fund \$9	ZVCAF	0954-2061		\$ 352.44	\$ 17.63	\$ 334.81
Victim Rights Enforcement Fund	ZVREA	0957-2061	T957-2061	\$ 226.21	\$ 11.32	\$ 214.89
Victim Rights Esessment Fund \$9	ZVRF	0847-2061		\$ 585.78	\$ 29.29	\$ 556.49
Local Warrant Fee	ZWAR			\$ -	\$ -	\$ -
DARE - Sheriff's Office	ZDASO		SHERIFF D.A.R.E	\$ 4.59	\$ 0.23	\$ 4.36
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				\$ 41,459.00	\$ 1,639.55	\$ 39,819.45
				TOTAL ADJUSTED BALANCE VERIFICATION \$ 39,819.45		
				TOTAL RESTITUTION RECEIVED \$ -		
				TOTAL RECEIPTS THIS MONTH \$ 41,459.00		

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
11/16/20	1120	\$ 6,412.92	ARIZONA STATE TREASURER
		\$ 35,041.72	GILA COUNTY TREASURER
11/16/20	1119	\$ 4.36	GILA COUNTY SHERIFF D.A.R.E.
		\$ -	GPD SUSPENDED PLATES
		\$ -	MPD SUSPENDED PLATES
		\$ 41,459.00	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 OCTOBER 2020.


Justice of the Peace

GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT

For the Month of: OCTOBER, 2020

BONDS

BALANCE AT THE BEGINNING OF THE MONTH	\$ 11,934.00
RECEIVED DURING THE MONTH	\$ 10,000.00
DISBURSED DURING THE MONTH	\$ 18,441.00
BALANCE AT THE END OF THE MONTH	\$ 3,493.00



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-6357

Consent Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 12/01/2020

Reporting Period: October 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 Peace's Office Monthly Report for October 2020

Suggested Motion

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

Attachments

October 2020

PAYSON JUSTICE COURT TREASURER'S RECAP

OCTOBER, 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	\$ 402.91	\$ 20.15	\$ 382.76
Alternative Dispute Resolution	ZADR	0848000-000-000-2061-00	T848-2061	\$ 51.40	\$ 2.57	\$ 48.83
Public Defender Fee	ZPUBZ	1005000-314-000-3400-11	X10501314004383	\$ 47.00		\$ 47.00
Confidential Address Assessment - State Treasurer	ZCAA1	0884000-000-000-2061-00		\$ 47.50	\$ 2.38	\$ 45.12
Confidential Address Assessment - Local	ZCAA2	1005000-302-000-3800-30		\$ 2.50	\$ 0.13	\$ 2.37
Constable Ethics Committee Fund	ZCECF	0916000-2061-00	0916-2061	\$ 80.00	\$ 4.00	\$ 76.00
Citizens Clean Elections	ZCEF	0888000-000-000-2061-00	T888-2061	\$ 743.15		\$ 743.15
Criminal Justice Enhancement 67%	ZCJEF	0812000-000-000-2061-00	T812-2061	\$ 3,170.14	\$ 158.51	\$ 3,011.63
Defensive Driving Diversion Fee	ZDDS	1005000-314-000-3400-90	X105-4809	\$ 2,000.00	\$ 100.00	\$ 1,900.00
DNA State Surcharge 3% 12-116.01C	ZDNAS	0872000-000-000-2061-00	T872-2061	\$ 42.78	\$ 2.14	\$ 40.64
Elected Officials Retirement Fund 15.30%	ZEORF	0801000-000-000-2061-00	T801-2061	\$ 383.12	\$ 19.16	\$ 363.96
Elected Officials Retirement Plan 6%	ZEORP			\$ 163.02	\$ 8.15	\$ 154.87
Base Fees (General Fund)	ZFEE	1005000-314-000-3400-15	X105-4615	\$ 1,508.37	\$ 75.42	\$ 1,432.95
Base Fines (General Fund)	ZFINE	1005000-314-000-3510-10	X105-4831	\$ 7,272.63	\$ 363.63	\$ 6,909.00
Fill the Gap Surcharge 7%	ZFTGS	0870000-000-000-2061-00	T870-2061	\$ 519.58	\$ 25.98	\$ 493.60
Failure To Pay Warrant Surcharge 10%	ZFTPS	1005000-314-000-3400-17	X10501314004861	\$ -	\$ -	\$ -
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	\$ 298.97		\$ 298.97
Judicial Collection Enhancement Local %	ZJCLF	4741000-314-000-3400-15	X36001314004615	\$ 170.62	\$ 8.53	\$ 162.09
Judicial Collection Enhancement \$13	ZJCS	0818000-000-000-2061-00	T818-2061	\$ 555.25		\$ 555.25
Judicial Collection Enhancement %PC	ZJCSF	0840000-000-000-2061-00	T840-2061	\$ 440.97	\$ 22.05	\$ 418.92
Jail (Incarceration) Fees	ZJF	1005000-300-340-3405-40	X10502340004651	\$ 407.00		\$ 407.00
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	\$ 965.23	\$ 48.26	\$ 916.97
2011 Additional Assessment - State Treasurer	ZOS1	0930000-000-000-2061-00		\$ 639.44	\$ 31.97	\$ 607.47
2011 Additional Assessment - County Treasurer	ZOS2	0931000-000-000-2061-00		\$ 79.88	\$ 3.99	\$ 75.89
Officer Safety Equipment - City Police (CP)	ZOS3	0932000-000-000-2061-00		\$ -	\$ -	\$ -
Officer Safety Equipment - Sheriff (SHF)	ZOS4	0933000-000-000-2061-00		\$ 60.02	\$ 3.00	\$ 57.02
Officer Safety Equipment - DPS (DPS)	ZOS5	0934000-000-000-2061-00		\$ 233.45	\$ 11.67	\$ 221.78
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		\$ 24.00	\$ 1.20	\$ 22.80
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		\$ 2.17	\$ 0.11	\$ 2.06
Officer Safety - Department of Agriculture	ZOS17	0951000-000-000-2061-00		\$ -	\$ -	\$ -
Overpayment Forfeited / non-refundable	ZOVER	1005000-314-000-3510-10	X105-4831	\$ 21.00	\$ 1.05	\$ 19.95
Adult Probation Fee	ZPBA	4042000-335-000-3405-30	X25001335-4835	\$ -	\$ -	\$ -
Peace Officer Training Equipment Fund	ZPOTE	0963-2061		\$ 273.05	\$ 13.65	\$ 259.40
Probation Surcharges / Assessment	ZPRSU	0871000-000-000-2061-00	T871-2061	\$ 1,601.70	\$ 80.09	\$ 1,521.61
Probation Surcharge		0871000-000-000-2061-00	T871-2061	\$ -	\$ -	\$ -
Probation Surcharge		0871000-000-000-2061-00	T871-2061	\$ -	\$ -	\$ -
Public Safety Equipment	ZPSEF	0912000-000-000-2061-00	T912-2061	\$ 25.00	\$ 1.25	\$ 23.75
Reimbursement to County Attorney 60%	ZREIM	3544000-301-000-3400-11	X18201301004777	\$ 317.40		\$ 317.40
Reimbursement to Superior Court 40%	ZREIM	4574000-333-000-3400-16	X226333004864	\$ 211.60		\$ 211.60
Security Enhancement Fee (Local)	ZSCE			\$ -	\$ -	\$ -
Technical Registration Fund (\$15 Drug Offenses)	ZTECH	0833000-000-000-2061-00		\$ -	\$ -	\$ -
Victim Comp Assistance Fund (37.6%)	ZVCAF	0954-2061		\$ 256.36	\$ 12.82	\$ 243.54
Victim Rights Enforcement Fund (\$2.00)	ZVREA	0957000-2061-00		\$ 155.67	\$ 7.78	\$ 147.89
Victim Rights Fund (\$62.4%)	ZVRF	847-2061		\$ 426.17	\$ 21.31	\$ 404.86
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	\$ 89.73	\$ 4.49	\$ 85.24
Drug and Gang Enforcement Fines	ZDECJ	0883-2061	STATE/COUNTY	\$ 599.40	\$ 29.97	\$ 569.43
DUI Abatement	ZDUJA	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
Domestic Violence Services Fund	ZDVSF	0883-2061	STATE/COUNTY	\$ 50.00	\$ 2.50	\$ 47.50
FARE Special Collection Fee 19%	ZFAR1	0883-2061	STATE/COUNTY	\$ 142.69		\$ 142.69
FARE Delinquency Fee \$35.00	ZFAR2	0883-2061	STATE/COUNTY	\$ 91.01		\$ 91.01
FARE Enhanced Spec Collection	ZFAR3	0883-2061	STATE/COUNTY			
FARE Enhanced Delinquency	ZFAR4	0883-2061	STATE/COUNTY			
Game and Fish - Wildlife	ZGF	0883-2061	STATE/COUNTY	\$ 137.64	\$ 6.88	\$ 130.76
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	ZPCOF	0883-2061	STATE/COUNTY	\$ 572.02	\$ 28.60	\$ 543.42
Registrar of Contractors	ZRCA	0883-2061	STATE/COUNTY	\$ -	\$ -	\$ -
State Highway Fund	ZSHVY	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	ZSOMF	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	\$ 125.00		\$ 125.00
HURF - to Sheriff's Office 28-5533G	ZHRFS		SHERIFF	\$ -	\$ -	\$ -
Display Suspended Plates (Sheriff's Office)	ZSLPS		SHERIFF	\$ 12.92	\$ 0.65	\$ 12.27
HURF - to City Police	ZHRFC		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (City Police)	ZSLPA		CITY POLICE	\$ -	\$ -	\$ -
Display Suspended Plates (T.A.R. Police)	ZSLPA		T.A.R. POLICE	\$ -	\$ -	\$ -
TOTALS				\$ 25,469.46	\$ 1,126.54	\$ 24,342.92
				TOTAL ADJUSTED BALANCE VERIFICATION		\$ 24,342.92

DATE	CHECK NO.	AMOUNT	MONTHLY REMITTANCE TO:
11/3/20	6623	\$ 23,722.14	GILA COUNTY TREASURER
		\$ 1,610.05	ARIZONA STATE TREASURER
		\$ -	GILA COUNTY BAD CHECK PROGRAM
		\$ 125.00	COUNTY PMTS: DARE
		\$ 12.27	SHERIFF SUSPENDED PLATES AND HURF
		\$ -	CITY POLICE SUSPENDED PLATES AND HURF
		\$ -	T.A.R. POLICE SUSPENDED PLATES
		\$ 25,469.46	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 OCTOBER, 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 : 10/1/2020 END DATE :10/31/2020

		Total Filings & Dispositions		Clearance Rate		
LINE ID	CASE TYPE	Total Filings*	Total Dispositions**	Clearance Rate	Cases Pending End Of Month	Cases on Warrants Status
	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>3</u>	<u>4</u>	133.33 %	<u>63</u>	<u>40</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>1</u>	<u>2</u>	200.00 %	<u>57</u>	<u>58</u>
	Other					
H	Drug Possession/Paraphernalia	<u>10</u>	<u>5</u>	50.00 %	<u>120</u>	<u>104</u>
I	Weapons	<u>0</u>	<u>0</u>	0.00 %	<u>0</u>	<u>0</u>
J	Public Order	<u>9</u>	<u>3</u>	33.33 %	<u>84</u>	<u>62</u>
K	Interfering With Judicial Proceedings	<u>0</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>0</u>	<u>3</u>	0.00 %	<u>3</u>	<u>1</u>
N	Other	<u>4</u>	<u>4</u>	100.00 %	<u>100</u>	<u>97</u>
O	Section 1: Total Misdemeanor	27	21	77.78 %	442	369
	Section - 2 Criminal Traffic					

	DUI					
A	Motor Vehicle	4	3	75.00 %	59	60
B	Extreme Motor Vehicle	0	1	0.00 %	25	30
C	Boating/Flying	0	0	0.00 %	0	0
	Serious Violations					
D	Leaving the Scene	0	0	0.00 %	3	1
E	Reckless Driving	0	0	0.00 %	8	0
F	Racing on Highway	0	0	0.00 %	0	0
G	All Other	0	0	0.00 %	2	1
	Other Violations					
H	Criminal Speed	5	3	60.00 %	44	14
I	All Other	8	13	162.50 %	287	336
J	Section 2: Total Criminal Traffic	17	20	117.65 %	428	442
	Section - 3 CivilTraffic					
A	Driver License	7	3	42.86 %	21	0
B	Registration	8	4	50.00 %	55	0
C	Insurance	8	11	137.50 %	78	0
D	Speeding	63	29	46.03 %	220	1
E	Excessive Speeding	29	17	58.62 %	49	1
F	Red Light	0	1	0.00 %	4	0
G	Seat Belt	10	5	50.00 %	28	0
H	State DPS Photo Enforcement	0	0	0.00 %	0	0
I	Other Civil Traffic	10	11	110.00 %	176	1
J	Section 3: Total Civil Traffic	135	81	60.00 %	631	3
	Section - 4 Local - Non Criminal Ordinances					
A	Parking	0	0	0.00 %	0	0
B	Non-Parking	0	1	0.00 %	0	0
	Section - 5 Felony					

A	Total Felony	9	7	77.78 %	63	12
	GRAND TOTAL	188	130	69.15 %	1564	826
	Section - 6 Domestic Violence					
A	Felony-Domestic Violence	0	0	0.00 %	2	0
B	Misdemeanor-Domestic Violence	4	0	0.00 %	64	0
	Section - 7 Special Case Characteristics					
A	Self Represented Litigants	178	114	64.04 %	1427	774
B	Interpreter Services Provided	0	0	0.00 %	0	0

	Column ID	1	2	3	4	5	6
LINE ID	CASE TYPE	Begin Pending		New Filing	Transfer In	Reopened	Reactivated
		Active	Inactive				
	Section - 1 Civil						
A	Small Claims	<u>23</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>
B	Forcible Detainer / Eviction Action	<u>7</u>	<u>0</u>	<u>4</u>	<u>0</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>
D	Contract	<u>1</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>
F	Other Civil	<u>126</u>	<u>1</u>	<u>21</u>	<u>1</u>	<u>0</u>	<u>0</u>
G	Total Civil Complaints	157	1	28	1	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>
B	Civil Order of Protection	<u>19</u>	<u>0</u>	<u>8</u>	<u>0</u>	<u>1</u>	<u>0</u>
C	Injunction Against Harassment	<u>29</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>1</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>
	Section - 3 Special Case Characteristics						
A	Self Represented Litigants	<u>205</u>	<u>1</u>	<u>41</u>	<u>1</u>	<u>2</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>

ction Courts

END DATE : 10/31/2020

7	8	9	10	11	12	13
Terminations		Placed on Inactive Status	Statistical Correction		End Pending	
Entry of Judgment	Reopened		Active	Inactive	Active	Inactive
<u>3</u>	<u>0</u>	<u>0</u>			23	0
<u>6</u>	<u>0</u>	<u>0</u>			5	0
<u>0</u>	<u>0</u>	<u>0</u>			0	0
<u>0</u>	<u>0</u>	<u>0</u>			1	0
<u>0</u>	<u>0</u>	<u>0</u>			0	0
<u>22</u>	<u>0</u>	<u>0</u>			126	1
31	0	0			155	1
<u>0</u>	<u>0</u>	<u>0</u>			0	0
<u>8</u>	<u>0</u>	<u>0</u>			20	0
<u>3</u>	<u>0</u>	<u>0</u>			30	0
<u>2</u>	<u>0</u>	<u>0</u>			1	0
<u>44</u>	<u>0</u>	<u>0</u>			205	1
<u>0</u>	<u>0</u>	<u>0</u>			0	0

ARF-6360

Consent Agenda Item 3. G.

Regular BOS Meeting

Meeting Date: 12/01/2020

Reporting Period: Globe Regional Constable's Office monthly report for October 2020

Submitted For: Ruben Mancha, Globe Regional Constable

Submitted By: Michael Sellars, Constable Clerk

Information

Subject

Globe Regional Constable's Office Monthly Report for October 2020

Suggested Motion

Acknowledgment of the October 2020 monthly report submitted by the Globe Regional Constable's Office.

Attachments

October 2020

RUBEN A MANCHA
GLOBE REGIONAL
CONSTABLE



1400 E ASH ST
GLOBE, AZ 85501
928-402-8758

OCTOBER 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

October, 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 **October 2020**, the Globe Regional Constable's Office:

Received a total of **106** papers for service with **166** attempts.

Drove a total of **1116** miles.

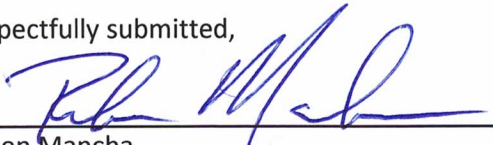
Mailed a total of 33 warrant letters.

Bailiff for Justice Court 4.

Collected a total of **\$1323.50** as follows:

Total Deposited:	\$1,323.50
Less Refunds	0
Paid to General Fund:	\$1323.50

Respectfully submitted,



Ruben Mancha
Globe Regional Constable
Gila County, Globe, Arizona

GLOBE REGIONAL CONSTABLE OFFICE
FEES COLLECTED
OCTOBER 2020

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH / NCOURT	RECEIPT NUMBER	REFUNDS
9/30/2020	Patricia Spencer	2009CO066	\$79.50	Ncourt	6126	
10/1/2020	Terry Blair	2009CO066	\$48.00	Ncourt	6130	
10/5/2020	Provest LLC	2010CO002	\$64.00	Check	6131	
10/7/2020	GPS Servers	2010CO015	\$64.00	Check	6132	
10/8/2020	GPS Servers	2010CO030	\$64.00	Check	6133	
10/8/2020	GPS Servers	2010CO031	\$64.00	Check	6134	
10/13/2020	GPS Servers	2010CO043	\$64.00	Check	6135	
10/13/2020	GPS Servers	2010CO023	\$64.00	Check	6136	
10/15/2020	Michael Madrid	2010CO049	\$40.00	Ncourt	6137	
10/16/2020	Service First Realty	2010CO051	\$48.00	Check	6138	
10/22/2020	GPS Servers	2010CO059	\$64.00	Check	6139	
10/26/2020	VOIDED				6140	
10/26/2020	GPS Servers	2010CO070	\$64.00	Check	6141	
10/26/2020	GPS Servers	2010CO071	\$64.00	Check	6142	
10/26/2020	April Crick	2010CO082	\$224.00	Ncourt	6143	
10/27/2020	Henderson Properties, LLC	2010CO082	\$82.00	Cash	6144	
10/27/2020	Service First Realty	2010CO083	\$82.00	Check	6145	
	In November fee log				6146	
10/27/2020	Dennis Mercer	2010CO093	\$64.00	Cash	6147	
10/28/2020	Service First Realty	2010CO094	\$40.00	Check	6148	
10/30/2020	Check into Cash	2010CO101	\$40.00	Check	6149	
11/9/2020	Debra Toot	2010CO053	\$40.00	Check	6153	
Collected:			\$1,363.50			
Refunds:			\$0.00			
Balance:			\$1,363.50			

Constable Activity Log - Monthly



Constable: Ruben Mancha

Deputy: Dan Rodriguez

Constable Clerk: Michael Sellars

County: Gila

Precinct: Globe



Total Cases Served/Attempted:

174

Mileage Total: **1116**

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
9/30/20	Subpoena	J0403CT2020-1090	Globe Regional Justice Court	State of Arizona	Paul Scales	Trooper Kimbrough/4335 E. US Hwy 60 Claypool, Az 85532	Trooper Fane/4335 E. US Hwy 60 Claypool, Az 85532	10/1/20	Served		52	52	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	Marqus Ortega/2115 US Hwy 60 #200 Miami, Az 85539	10/1/20	Served				Rodriguez
9/30/20	Summons & Complaint	J0403CV2020-186	Globe Regional Justice Court	Midland Credit Management	Callie Sargent	Callie Sargent/548 S. East St Globe, Az 85501	Callie Sargent/1400 E. Ash St Globe, Az 85501	10/1/20	Served				Mancha
9/30/20	Summons & Complaint	J0403CV2020-182	Globe Regional Justice Court	Midland Credit Management	Gloria Payne	Gloria Payne/1340 S. Daybreak Dr Globe, Az 85501	None	10/1/20	Attempted				Rodriguez
9/30/20	Summons	J0404CF2020-85	Payson Regional Justice Court	State of Arizona	Charles Deburger	Charles Deburger/603 N. Easy St Payson, Az 85541	Charles Deburger/1100 South St Globe, Az 85501	10/1/20	Served				Mancha
9/30/20	Summons	J0403CM2020-534	Globe Regional Justice Court	State of Arizona	Brent Smith	Brent Smith/240 N. Broad St Globe, Az 85501	None	10/1/20	Attempted				Rodriguez
10/1/20	Summons; Forcible Detainer	J0403CV2020-0243	Globe Regional Justice Court	Terry Blair	Michael Casey	Michael Casey/397 N. Sixth St Globe, Az 85501	Posted & Photographed certified mail	10/1/20	Served				Mancha
9/22/20	Summons	J0403CM2020-498	Globe Regional Justice Court	State of Arizona	Myrika Smith	Myrika Smith/8741 S. Six Shooter Cyn Globe, Az 85501	None	10/2/20	Attempted		31	31	Rodriguez
10/5/20	Arrest Warrant	J0403CM2020-206	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Charles Kishbaugh/655 E. Carico St Apt A Globe, Az 85501	Warrant letter Mailed	10/5/20	Attempted		43	43	Sellars
10/5/20	Arrest Warrant	J0403CM2020-118	Globe Regional Justice Court	State of Arizona	Charles Kishbaugh	Charles Kishbaugh/655 E. Carico St Apt A Globe, Az 85501	Warrant letter Mailed	10/5/20	Attempted				Sellars
10/5/20	Summons & Complaint	J0403CV2020-226	Globe Regional Justice Court	Midland Credit Management	Paulina Valdez	Paulina Valdez/202 N. Randall Ave Winkelman, Az 85192	None	10/5/20	Attempted				Rodriguez
9/30/20	Summons	J0403CM2020-534	Globe Regional Justice Court	State of Arizona	Brent Smith	Brent Smith/240 N. Broad St Globe, Az 85501	None	10/5/20	Attempted				Rodriguez
10/5/20	Hearing Order on IAH	J0403PO2020-78	Globe Regional Justice Court	Protected Information	Frank Garlinghouse	Protected Information	Protected Information	10/5/20	Served				Rodriguez
10/5/20	Criminal Subpoena	J0403TR2020-50	Globe Regional Justice Court	State of Arizona	Albert Ybarra	Officer Schnapp/175 N. Pine St Globe, Az 85501	B. McCreary-GPD/175 N. Pine St Globe, Az 85501	10/5/20	Served				Rodriguez
10/5/20	Criminal Subpoena	J0403CM2020-095	Globe Regional Justice Court	State of Arizona	Dillon Boehme	Mae Flink/5934 S. El Camino Claypool, Az 85532	None	10/5/20	Attempted				Rodriguez
10/5/20	Criminal Subpoena	J0403CM2020-095	Globe Regional Justice Court	State of Arizona	Dillon Boehme	Deputy Brake-GCSO/1100 E. South St Globe, Az 85501	D. Juhrs-GCSO/1177 E. Monroe St Globe, Az 85501	10/6/20	Served		152	152	Rodriguez
10/5/20	Criminal Subpoena	J0403CM2020-131	Globe Regional Justice Court	State of Arizona	Daniel Hernandez Jr	Officer Schnapp/175 N. Pine St Globe, Az 85501	B. McCreary-GPD/175 N. Pine St Globe, Az 85501	10/6/20	Served				Rodriguez
10/5/20	Criminal Subpoena	J0403CM2020-095	Globe Regional Justice Court	State of Arizona	Dillon Boehme	Mae Flink/5934 S. El Camino Claypool, Az 85532	None	10/6/20	Attempted				Rodriguez
10/5/20	Criminal Subpoena	J0403CM2020-095	Globe Regional Justice Court	State of Arizona	Dillon Boehme	Mae Flink/5934 S. El Camino Claypool, Az 85532	None	10/6/20	Attempted				Rodriguez

Constable Activity Log - Monthly



Constable: Ruben Mancha
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Total Cases Served/Attempted:

174

Mileage Total: 1116

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
10/5/20	Summons & Complaint	J0403CV2020-226	Globe Regional Justice Court	Midland Credit Management	Paulina Valdez	Paulina Valdez/202 N. Randall Ave Winkelman, Az 85192	None	10/6/20	Attempted				Rodriguez
10/5/20	Summons & Complaint	J0403CV2020-226	Globe Regional Justice Court	Midland Credit Management	Paulina Valdez	Paulina Valdez/202 N. Randall Ave Winkelman, Az 85192	None	10/6/20	Attempted				Rodriguez
9/25/20	Summons	J0403TR2020-146	Globe Regional Justice Court	State of Arizona	John Simmons Jr	John Simmons Jr/541 W. Hackney Ave #23 Globe, Az 85501	None	10/6/20	Attempted				Rodriguez
10/6/20	Order of Protection	J0403PO2020-82	Globe Regional Justice Court	Protected Information	Silvia Longoria	Silvia Longoria/346 S. Cherry Flats Rd Miami, Az 85539	Silvia Longoria/1765 N. Broad St Globe, Az 8501	10/6/20	Served				Mancha
9/17/20	Criminal Subpoena	J0403CM2020-149	Globe Regional Justice Court	State of Arizona	Brian Barraza Jr	Protected Information	None	10/6/20	Attempted				Rodriguez
10/7/20	Arrest Warrant	J0403TR2018-947	Globe Regional Justice Court	State of Arizona	Derek Billingsley	Derek Billingsley/5915 S. Nell Dr Globe, Az 85501	Warrant letter Mailed	10/7/20	Attempted		54	54	Sellars
10/7/20	Arrest Warrant	J0403TR2018-1213	Globe Regional Justice Court	State of Arizona	Derek Billingsley	Derek Billingsley/5915 S. Nell Dr Globe, Az 85501	Warrant letter Mailed	10/7/20	Attempted				Sellars
10/7/20	Arrest Warrant	J0403TR2018-1641	Globe Regional Justice Court	State of Arizona	Derek Billingsley	Derek Billingsley/5915 S. Nell Dr Globe, Az 85501	Warrant letter Mailed	10/7/20	Attempted				Sellars
10/7/20	Arrest Warrant	J0403CM2019-789	Globe Regional Justice Court	State of Arizona	Derek Billingsley	Derek Billingsley/5915 S. Nell Dr Globe, Az 85501	Warrant letter Mailed	10/7/20	Attempted				Sellars
10/7/20	Arrest Warrant	J0403CR2013-722	Globe Regional Justice Court	State of Arizona	Faustina Pearce	Faustina Pearce/4051 E. Railroad Ave Claypool, Az 85532	Warrant letter Mailed	10/7/20	Attempted				Sellars
10/7/20	Arrest Warrant	J0403CR2015-66	Globe Regional Justice Court	State of Arizona	Faustina Pearce	Faustina Pearce/4051 E. Railroad Ave Claypool, Az 85532	Warrant letter Mailed	10/7/20	Attempted				Sellars
10/7/20	Arrest Warrant	J0403TR2009-1952	Globe Regional Justice Court	State of Arizona	Faustina Pearce	Faustina Pearce/4051 E. Railroad Ave Claypool, Az 85532	Warrant letter Mailed	10/7/20	Attempted				Sellars
10/7/20	Arrest Warrant	J0403CR2016-124	Globe Regional Justice Court	State of Arizona	Faustina Pearce	Faustina Pearce/4051 E. Railroad Ave Claypool, Az 85532	Warrant letter Mailed	10/7/20	Attempted				Sellars
10/7/20	Arrest Warrant	J0403CR2017-483	Globe Regional Justice Court	State of Arizona	Faustina Pearce	Faustina Pearce/4051 E. Railroad Ave Claypool, Az 85532	Warrant letter Mailed	10/7/20	Attempted				Sellars
10/7/20	Arrest Warrant	J0403CR2018-306	Globe Regional Justice Court	State of Arizona	Faustina Pearce	Faustina Pearce/4051 E. Railroad Ave Claypool, Az 85532	Warrant letter Mailed	10/7/20	Attempted				Sellars
10/7/20	Arrest Warrant	J0403CR2018-127	Globe Regional Justice Court	State of Arizona	David Sutton	David Sutton/5852 S. Long St Claypool, Az 85532	Warrant letter Mailed	10/7/20	Attempted				Sellars
10/7/20	Arrest Warrant	J0403TR2018-1666	Globe Regional Justice Court	State of Arizona	Varian Begaye	Varian Begaye/P O Box 7006 Nazlini, Az 86540	Warrant letter Mailed	10/7/20	Attempted				Sellars
10/7/20	Arrest Warrant	J0403CR2017-303	Globe Regional Justice Court	State of Arizona	Amador Gonzales	Amador Gonzales/470 N. High St Globe, Az 85501	Warrant letter Mailed	10/7/20	Attempted				Sellars
10/7/20	Summons	M0441LC2020-66	Globe Regional Justice Court	State of Arizona	Frederico Licano	Frederico Licano/893 W. Merritt St Miami, Az 85539	None	10/7/20	Attempted				Rodriguez

Constable Activity Log - Monthly

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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
10/7/20	Summons	M0441LC2020-66	Globe Regional Justice Court	State of Arizona	Frederico Licano	Frederico Licano/893 W. Merritt St Miami, Az 85539	None	10/7/20	Attempted				Rodriguez
10/7/20	Summons	M0441LC2020-66	Globe Regional Justice Court	State of Arizona	Frederico Licano	Frederico Licano/893 W. Merritt St Miami, Az 85539	None	10/7/20	Attempted				Rodriguez
10/5/20	Criminal Subpoena	J0403CM2020-095	Globe Regional Justice Court	State of Arizona	Dillon Boehme	Mae Flink/5934 S. El Camino Claypool, Az 85532	None	10/8/20	Attempted		37	37	Rodriguez
10/6/20	DCPI ORDER	JD2020-00058	Gila County Superior Court	State of Arizona	DCPI Order	Horizon Human Services/415 W. Baseline Spur Globe, Az 85501	Sharon Stapleton-HHS/415 W. Baseline Spur Globe, Az 85501	10/8/20	Served				Rodriguez
10/5/20	Summons & Complaint	J0403CV2020-226	Globe Regional Justice Court	Midland Credit Management	Paulina Valdez	Paulina Valdez/202 N. Randall Ave Winkelman, Az 85192	None	10/8/20	Attempted				Rodriguez
9/25/20	Summons	J0403TR2020-146	Globe Regional Justice Court	State of Arizona	John Simmons Jr	John Simmons Jr/541 W. Hackney Ave #23 Globe, Az 85501	None	10/8/20	Attempted				Rodriguez
10/6/20	DCPI ORDER	JD2020-00058	Gila County Superior Court	State of Arizona	DCPI Order	Community Bridges/5734 E. Hope Ln Globe, Az 85501	Chris Cunningham-CB/5734 E. Hope Ln Globe, Az 85501	10/8/20	Served				Rodriguez
10/6/20	DCPI ORDER	JD2020-00058	Gila County Superior Court	State of Arizona	DCPI Order	Diversified Solutions/1400 E. South St Globe, Az 85501	Melica mcMillan-DS/1400 E. South St Globe, Az 85501	10/8/20	Served				Rodriguez
10/9/20	Summons and Complaint	J0403CV2020-230	Globe Regional Justice Court	LYNV Funding LLC	Brian Baroldy	Brian Baroldy/1216 E. Crestwood Dr Globe, Az 85501	Brian Baroldy/1216 E. Crestwood Dr Globe, Az 85501	10/9/20	Served		42	42	Rodriguez
10/9/20	Order to Show Cause	M0441LC2020-55	Globe Regional Justice Court	State of Arizona	Shennon Davis	Shennon Davis/657 Railroad Ave Miami, Az 85539	None	10/9/20	Attempted				Rodriguez
10/9/20	Order to Show Cause	M0441CM2020-2	Globe Regional Justice Court	State of Arizona	Lisa Santa Maria	Lisa Santa Maria/186 E. Kelly Rd Miami, Az 85539	None	10/9/20	Attempted				Rodriguez
10/8/20	Summons and Complaint	J0403CV2020-232	Globe Regional Justice Court	Portfolio Recovery	Enrique Sanchez	Enrique Sanchez/323 E. Mesa St Globe, Az 85501	None	10/9/20	Attempted				Rodriguez
10/9/20	Criminal Subpoena	J0403CM2020-131	Globe Regional Justice Court	State of Arizona	Daniel Hernandez Jr	Protected Information	None	10/9/20	Attempted				Rodriguez
10/8/20	Summons and Complaint	J0403CV2020-232	Globe Regional Justice Court	Portfolio Recovery	Enrique Sanchez	Enrique Sanchez/323 E. Mesa St Globe, Az 85501	None	10/11/20	Attempted				Rodriguez
10/9/20	Order to Show Cause	M0441LC2020-55	Globe Regional Justice Court	State of Arizona	Shennon Davis	Shennon Davis/657 Railroad Ave Miami, Az 85539	None	10/10/20	Attempted				Rodriguez
10/9/20	Criminal Subpoena	J0403CM2020-131	Globe Regional Justice Court	State of Arizona	Daniel Hernandez Jr	Protected Information	Protected Information	10/12/20	Served		52	52	Rodriguez
10/9/20	Order to Show Cause	M0441CM2020-2	Globe Regional Justice Court	State of Arizona	Lisa Santa Maria	Lisa Santa Maria/186 E. Kelly Rd Miami, Az 85539	None	10/12/20	Attempted				Rodriguez
10/9/20	Arrest Warrant	J0403CM2020-382	Globe Regional Justice Court	State of Arizona	Christie Hawthorne	Christie Hawthorne/PO Box 25 San Carlos, Az 85550	Warrant letter Mailed	10/12/20	Attempted				Sellars
10/9/20	Arrest Warrant	J0403CM2020-36	Globe Regional Justice Court	State of Arizona	Christie Hawthorne	Christie Hawthorne/PO Box 25 San Carlos, Az 85550	Warrant letter Mailed	10/12/20	Attempted				Sellars

Constable Activity Log - Monthly

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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
10/9/20	Arrest Warrant	J0403CM2020-363	Globe Regional Justice Court	State of Arizona	Christie Hawthorne	Christie Hawthorne/PO Box 25 San Carlos, Az 85550	Warrant letter Mailed	10/12/20	Attempted				Sellars
10/9/20	Arrest Warrant	J0403CM2020-125	Globe Regional Justice Court	State of Arizona	Christie Hawthorne	Christie Hawthorne/PO Box 25 San Carlos, Az 85550	Warrant letter Mailed	10/12/20	Attempted				Sellars
10/9/20	Arrest Warrant	J0403CM2020-405	Globe Regional Justice Court	State of Arizona	Christie Hawthorne	Christie Hawthorne/PO Box 25 San Carlos, Az 85550	Warrant letter Mailed	10/12/20	Attempted				Sellars
10/8/20	Summons and Complaint	J0403CV2020-232	Globe Regional Justice Court	Portfolio Recovery	Enrique Sanchez	Enrique Sanchez/323 E. Mesa St Globe, Az 85501	None	10/13/20	Attempted		51	51	Rodriguez
10/9/20	Order to Show Cause	M0441LC2020-55	Globe Regional Justice Court	State of Arizona	Shennon Davis	Shennon Davis/657 Railroad Ave Miami, Az 85539	None	10/13/20	Attempted				Rodriguez
10/9/20	Order to Show Cause	M0441LC2020-55	Globe Regional Justice Court	State of Arizona	Shennon Davis	Shennon Davis/657 Railroad Ave Miami, Az 85539	None	10/13/20	Attempted				Rodriguez
10/9/20	Order to Show Cause	M0441CM2020-2	Globe Regional Justice Court	State of Arizona	Lisa Santa Maria	Lisa Santa Maria/186 E. Kelly Rd Miami, Az 85539	None	10/13/20	Attempted				Rodriguez
10/5/20	Summons & Complaint	J0403CV2020-226	Globe Regional Justice Court	Midland Credit Management	Paulina Valdez	Paulina Valdez/202 N. Randall Ave Winkelman, Az 85192	Paulina Valdez/202 N. Randall Ave Winkelman, Az 85192	10/13/20	Served				Rodriguez
10/9/20	Order to Show Cause	M0441LC2020-55	Globe Regional Justice Court	State of Arizona	Shennon Davis	Shennon Davis/657 Railroad Ave Miami, Az 85539	Shennon Davis/657 Railroad Ave Miami, Az 85539	10/13/20	Served				Rodriguez
10/23/20	Notice to Appear; Petition	JV2020-119	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	10/13/20	Attempted				Rodriguez
10/13/20	Summons and Complaint	J0403CV2020-23	Globe Regional Justice Court	LYNV Funding LLC	Joshua Ortiz	Joshua Ortiz/6028 E. Scott Ave Globe, Az 85501	None	10/13/20	Attempted				Rodriguez
10/5/20	Criminal Subpoena	J0403CM2020-095	Globe Regional Justice Court	State of Arizona	Dillon Boehme	Mae Flink/5934 S. El Camino Claypool, Az 85532	None	10/13/20	Attempted				Rodriguez
10/13/20	Minute Entry	J0403PO2020-69	Globe Regional Justice Court	Protected Information	Shanissa Romero	Shanissa Romero/276 S. Prospect Ave #25 Miami, Az 85539	None	10/13/20	Attempted				Rodriguez
10/13/20	Minute Entry	J0403PO2020-69	Globe Regional Justice Court	Protected Information	Shanissa Romero	Shanissa Romero/276 S. Prospect Ave #25 Miami, Az 85539	None	10/13/20	Attempted				Rodriguez
10/13/20	Minute Entry	J0403PO2020-69	Globe Regional Justice Court	Protected Information	Shanissa Romero	Shanissa Romero/276 S. Prospect Ave #25 Miami, Az 85539	Shanissa Romero/276 S. Prospect Ave #25 Miami, Az 85539	10/13/20	Served				Rodriguez
9/22/20	Summons	J0403CM2020-498	Globe Regional Justice Court	State of Arizona	Myrika Smith	Myrika Smith/8741 S. Six Shooter Cyn Globe, Az 85501	None	10/13/20	Attempted				Rodriguez
10/12/20	Notice	J0403CM2020-544	Globe Regional Justice Court	State of Arizona	Jacqueline Machado	Jacqueline Machado/5878 S. El Camino Claypool, Az 85532	Jacqueline Machado/5878 S. El Camino Claypool, Az 85532	10/13/20	Served				Rodriguez
10/12/20	Notice	J0403CU2020-8	Globe Regional Justice Court	State of Arizona	Tyler Hayton	Tyler Hayton/5677 S. McKinney Ave Globe, Az 85501	None	10/13/20	Attempted				Rodriguez
10/12/20	Notice	J0403CU2020-8	Globe Regional Justice Court	State of Arizona	Tyler Hayton	Tyler Hayton/5677 S. McKinney Ave Globe, Az 85501	None	10/13/20	Attempted				Rodriguez

Constable Activity Log - Monthly



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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
10/12/20	Notice	J0403CU2020-8	Globe Regional Justice Court	State of Arizona	Tyler Hayton	Tyler Hayton/5677 S. McKinney Ave Globe, Az 85501	Tyler Hayton/161 N. Broad St Globe, Az 85501	10/13/20	Served				Rodriguez
10/13/20	Notice	J0403CM2020-543	Globe Regional Justice Court	State of Arizona	Mya Porto	Mya Porto/2196 N. Escudilla Dr #56 Globe, Az 85501	None	10/13/20	Attempted				Rodriguez
10/13/20	Notice	J0403CM2020-543	Globe Regional Justice Court	State of Arizona	Mya Porto	Mya Porto/2196 N. Escudilla Dr #56 Globe, Az 85501	None	10/13/20	Attempted				Rodriguez
10/13/20	Notice	J0403CM2020-543	Globe Regional Justice Court	State of Arizona	Mya Porto	Mya Porto/2196 N. Escudilla Dr #56 Globe, Az 85501	Mya Porto/2196 N. Escudilla Dr #56 Globe, Az 85501	10/13/20	Served				Rodriguez
10/13/20	Summons and Complaint	J04403CV2020-231	Globe Regional Justice Court	LVNV Funding LLC	Lisa Garcia	Lisa Garcia/1072 W. Granite St Miami, Az 85539	None	10/13/20	Attempted				Rodriguez
10/13/20	Summons and Complaint	J0403CV2020-231	Globe Regional Justice Court	LVNV Funding LLC	Lisa Garcia	Lisa Garcia/1072 W. Granite St Miami, Az 85539	None	10/13/20	Attempted				Rodriguez
10/13/20	Summons and Complaint	J0403CV2020-231	Globe Regional Justice Court	LVNV Funding LLC	Lisa Garcia	Lisa Garcia/1072 W. Granite St Miami, Az 85539	Lisa Garcia/285 N. Broad St Globe, Az 85501	10/13/20	Served				Rodriguez
10/9/20	Order to Show Cause	M0441CM2020-2	Globe Regional Justice Court	State of Arizona	Lisa Santa Maria	Lisa Santa Maria/186 E. Kelly Rd Miami, Az 85539	None	10/14/20	Attempted		43	43	Rodriguez
10/13/20	Summons and Complaint	J0403CV2020-23	Globe Regional Justice Court	LVNV Funding LLC	Joshua Ortiz	Joshua Ortiz/6028 E. Scott Ave Globe, Az 85501	None	10/14/20	Attempted				Rodriguez
10/7/20	Summons	M0441LC2020-66	Globe Regional Justice Court	State of Arizona	Frederico Licano	Frederico Licano/893 W. Merritt St Miami, Az 85539	None	10/14/20	Attempted				Rodriguez
10/15/20	Arrest Warrant	J0403CM2019-745	Globe Regional Justice Court	State of Arizona	Joe Yniguez	Joe Yniguez/218 S. Indian Circle Miami, Az 85539	Warrant letter Mailed	10/15/20	Attempted				Sellars
10/15/20	Arrest Warrant	J0403CM2019-747	Globe Regional Justice Court	State of Arizona	Joe Yniguez	Joe Yniguez/218 S. Indian Circle Miami, Az 85539	Warrant letter Mailed	10/15/20	Attempted				Sellars
10/15/20	Summons and Complaint	J0403CV2020-23	Globe Regional Justice Court	LVNV Funding LLC	Joshua Ortiz	Joshua Ortiz/6028 E. Scott Ave Globe, Az 85501	None	10/15/20	Attempted				Rodriguez
10/9/20	Order to Show Cause	M0441CM2020-2	Globe Regional Justice Court	State of Arizona	Lisa Santa Maria	Lisa Santa Maria/186 E. Kelly Rd Miami, Az 85539	None	10/17/20	Attempted		32	32	Rodriguez
10/16/20	Order of Protection	J0404PO2020-187	Payson Regional Justice Court	Protected Information	Benjamin Wilson	Benjamin Wilson/918 Deer Creek Rd Payson, Az 85541	Benjamin Wilson/1100 South St Payson, Az 85541	10/18/20	Served		20	20	Rodriguez
10/14/20	Summons	J0403CM2020-466	Globe Regional Justice Court	State of Arizona	Ronald Benton	Ronald Benton/153 E. Mesquite #6 Globe, Az 85501	None	10/19/20	Attempted				Rodriguez
10/14/20	Summons	J0403CM2020-539	Globe Regional Justice Court	State of Arizona	Brandon Turner	Brandon Turner/4460 E. Locomotive Dr Claypool, Az 85532	None	10/18/20	Attempted				Rodriguez
10/16/20	Injunction Against Harassment	J0404PO2020-188	Payson Regional Justice Court	Protected Information	Benjamin Wilson	Benjamin Wilson/918 Deer Creek Rd Payson, Az 85541	Benjamin Wilson/1100 South St Payson, Az 85541	10/18/20	Served				Rodriguez
10/16/20	Summons	J0403CM2020-541	Globe Regional Justice Court	State of Arizona	Ashley Padilla	Ashley Padilla/232 Indian Circle Miami, Az 85539	Ashley Padilla/232 Indian Circle Miami, Az 85539	10/19/20	Served		59	59	Mancha

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10/9/20	Order to Show Cause	M0441CM2020-2	Globe Regional Justice Court	State of Arizona	Lisa Santa Maria	Lisa Santa Maria/186 E. Kelly Rd Miami, Az 85539	None	10/19/20	Attempted				Rodriguez
10/14/20	Summons	J0403CM2020-539	Globe Regional Justice Court	State of Arizona	Brandon Turner	Brandon Turner/4460 E. Locomotive Dr Claypool, Az 85532	None	10/19/20	Attempted				Rodriguez
10/15/20	Notice and summons	J0403CV2020-261	Globe Regional Justice Court	Michael Madrid	Raymond Medina	Raymond Medina/167 S. Highland Ave Miami, Az 85539	None	10/19/20	Attempted				Rodriguez
10/15/20	Notice and summons	J0403CV2020-261	Globe Regional Justice Court	Michael Madrid	Raymond Medina	raymond Medina/167 S. Highland Ave Miami, Az 85539	raymond Medina/167 S. Highland Ave Miami, Az 85539	10/19/20	Served				Rodriguez
10/9/20	Order to Show Cause	M0441CM2020-2	Globe Regional Justice Court	State of Arizona	Lisa Santa Maria	Lisa Santa Maria/186 E. Kelly Rd Miami, Az 85539	None	10/19/20	Attempted				Rodriguez
10/9/20	Order to Show Cause	M0441CM2020-2	Globe Regional Justice Court	State of Arizona	Lisa Santa Maria	Lisa Santa Maria/186 E. Kelly Rd Miami, Az 85539	None	10/19/20	Attempted				Rodriguez
10/14/20	Summons	J0403CM2020-466	Globe Regional Justice Court	State of Arizona	Ronald Benton	Ronald Benton/153 E. Mesquite #6 Globe, Az 85501	None	10/18/20	Attempted				Rodriguez
10/14/20	Summons	J0403CM2020-539	Globe Regional Justice Court	State of Arizona	Brandon Turner	Brandon Turner/4460 E. Locomotive Dr Claypool, Az 85532	None	10/19/20	Attempted				Rodriguez
10/14/20	Summons	J0403CM2020-539	Globe Regional Justice Court	State of Arizona	Brandon Turner	Brandon Turner/4460 E. Locomotive Dr Claypool, Az 85532	None	10/19/20	Attempted				Rodriguez
10/9/20	Order to Show Cause	M0441CM2020-2	Globe Regional Justice Court	State of Arizona	Lisa Santa Maria	Lisa Santa Maria/186 E. Kelly Rd Miami, Az 85539	None	10/21/20	Attempted		97	97	Rodriguez
10/22/20	Summons	J0403TR2020-65	Globe Regional Justice Court	State of Arizona	Arthur Epperson	Arthur Epperson/5535 E. Apache Hills Ln Globe, Az 85501	None	10/22/20	Attempted		53	53	Rodriguez
10/14/20	Summons	J0403CM2020-539	Globe Regional Justice Court	State of Arizona	Brandon Turner	Brandon Turner/4460 E. Locomotive Dr Claypool, Az 85532	None	10/22/20	Attempted				Rodriguez
10/14/20	Summons	J0403CM2020-466	Globe Regional Justice Court	State of Arizona	Ronald Benton	Ronald Benton/153 E. Mesquite #6 Globe, Az 85501	None	10/22/20	Attempted				Rodriguez
10/22/20	Subpoena	J0403CT2020-1201	Globe Regional Justice Court	State of Arizona	Vernon Bloom	Trooper Kimbrough/4335 E. US Hwy 60 Claypool, Az 85532	Sgt. Villa #6857/DPS 4335 E. US Hwy 60 Claypool, Az 85532	10/22/20	Served				Rodriguez
10/23/20	Notice to Appear; Petition	JV2020-00119	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	10/23/20	Attempted				Rodriguez
10/14/20	Summons	J0403CM2020-539	Globe Regional Justice Court	State of Arizona	Brandon Turner	Brandon Turner/4460 E. Locomotive Dr Claypool, Az 85532	None	10/23/20	Attempted		38	38	Rodriguez
10/21/20	DCPI ORDER	JD2020-60	Gila County Superior Court	State of Arizona	DCPI Order	Community Bridges/5734 E. Hope Ln Globe, Az 85501	Chris Cunningham-CB/5734 E. Hope Ln Globe, Az 85501	10/23/20	Served				Rodriguez
10/23/20	Notice to Appear; Petition	JV2020-120	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	10/23/20	Served				Rodriguez
10/21/20	DCPI ORDER	JD2020-60	Gila County Superior Court	State of Arizona	DCPI Order	Horizon Human Services/415 W. Baseline Spur Globe, Az 85501	Rita Fink-HHS 415 W. Baseline Spur Globe, Az 85501	10/23/20	Served				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha
 County: Gila
 Precinct: Globe

Deputy: Dan Rodriguez
 Constable Clerk: Michael Sellars



Total Cases Served/Attempted:

174

Mileage Total:

1116

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
10/21/20	Subpoena	J0403CT2020-1200	Globe Regional Justice Court	State of Arizona	Elizabeth Jacoby	Trooper Kimbrough/4335 E. US Hwy 60 Claypool, Az 85532	Sgt. Villa #6857/DPS 4335 E. US Hwy 60 Claypool, Az 85532	10/23/20	Served				Rodriguez
10/23/20	Injunction Against Harassment	20CH182	Chandler Municipal Court	Protected Information	Ashleigh Thompson	Ashleigh Thompson/1695 N. Wheatfields Rd #8 Globe, Az 85501	None	10/26/20	Attempted		42	42	Rodriguez
10/23/20	Injunction Against Harassment	20CH182	Chandler Municipal Court	Protected Information	Ashleigh Thompson	Ashleigh Thompson/1695 N. Wheatfields Rd #8 Globe, Az 85501	None	10/26/20	Attempted				Rodriguez
10/26/20	Criminal Subpoena	J0403TR2020-045	Globe Regional Justice Court	State of Arizona	Martin Holloway	Det. T. Clatterbuck-GPD/175 N. Pine St Globe, Az 85501	K. Vega - GPD/175 N. Pine St Globe, Az 85501	10/26/20	Served				Mancha
10/23/20	Notice to Appear; Petition	JV2020-00119	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	10/26/20	Attempted				Rodriguez
10/26/20	DCPI ORDER	JD2020-60	Gila County Superior Court	State of Arizona	DCPI Order	Diversified Solutions/1400 E. South St Globe, Az 85501	Melica mcMillan-DS/1400 E. South St Globe, Az 85501	10/26/20	Served				Rodriguez
10/26/20	Criminal Subpoena	J0403CM2020-133	Globe Regional Justice Court	State of Arizona	Adam Garcia	Officer R. Shaw-MPD/740 W. Sullivan St Miami, Az 85539	S. Borunda-MPD/740 W. Sullivan St Miami, Az 85539	10/26/20	Served				Rodriguez
10/26/20	Criminal Subpoena	J0403TR2020-045	Globe Regional Justice Court	State of Arizona	Martin Holloway	Protected Information	Protected Information	10/26/20	Served				Mancha
10/23/20	Notice to Appear; Petition	JV2020-119	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	10/26/20	Attempted				Rodriguez
10/26/20	Notice	None	None	April Crick	Chief of Police-Globe Police Dept	Chief of Police-Globe Police Dept/175 N. Pine St Globe, Az 85501	K. Vega - GPD/175 N. Pine St Globe, Az 85501	10/26/20	Served				Mancha
10/26/20	Notice	None	None	April Crick	Globe Police Department	GPD/175 N. Pine St Globe, Az 85501	K. Vega - GPD/175 N. Pine St Globe, Az 85501	10/26/20	Served				Mancha
10/26/20	Notice	None	None	April Crick	Globe City Clerk	Globe City Clerk/150 N. Pine St Globe, Az 85501	Shelly Salazar/150 N. Pine St Globe, Az 85501	10/26/20	Served				Mancha
10/26/20	Notice	None	None	April Crick	Officer Cody Hudson-GPD	Officer Cody Hudson-GPD/175 N. Pine St Globe, Az 85501	K. Vega - GPD/175 N. Pine St Globe, Az 85501	10/26/20	Served				Mancha
10/26/20	Notice	None	None	April Crick	Gila County Board of Supervisors	Gila County BOS/1400 E. Ash St Globe, Az 85501	M. Sheppard-Clerk of BOS/1400 E. Ash St Globe, Az 85501	10/26/20	Served				Mancha
10/26/20	Notice	None	None	April Crick	Gila County Attorney	Gila County Attorney/1400 E. Ash ST Globe, Az 85501	M. Price Gila county Atty/1400 E. Ash Globe, Az 85501	10/26/20	Served				Mancha
10/26/20	Notice	None	None	April Crick	City of Globe	City of Globe/150 N. Pine St Globe, Az 85501	Shelly Salazar/150 N. Pine St Globe, Az 85501	10/26/20	Served				Rodriguez
10/26/20	Summons & Complaint	J0403CV2020-256	Globe Regional Justice Court	LVNV Funding LLC	Lyndell Gilbert	Lyndell Gilbert/984 S. Mayss St Globe, Az 85501	None	10/26/20	Attempted				Rodriguez
10/26/20	Criminal Subpoena	J0403TR2020-045	Globe Regional Justice Court	State of Arizona	Martin Holloway	Protected Information	None	10/26/20	Attempted				Mancha
10/26/20	Criminal Subpoena	J0403CM2020-133	Globe Regional Justice Court	State of Arizona	Adam Garcia	Protected Information	None	10/26/20	Attempted				Rodriguez

Constable Activity Log - Monthly

Constable: Ruben Mancha
 County: Gila
 Precinct: Globe

Deputy: Dan Rodriguez
 Constable Clerk: Michael Sellars



Total Cases Served/Attempted:

174

Mileage Total: 1116

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
10/26/20	Criminal Subpoena	J0403TR2020-045	Globe Regional Justice Court	State of Arizona	Martin Holloway	Protected Information	None	10/26/20	Attempted				Mancha
10/14/20	Summons	J0403CM2020-539	Globe Regional Justice Court	State of Arizona	Brandon Turner	Brandon Turner/4460 E. Locomotive Dr Claypool, Az 85532	Brandon Turner/4391 E. Hwy 60 Claypool, Az 85532	10/27/20	Served		69	69	Rodriguez
10/23/20	Notice to Appear; Petition	JV2020-00119	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	10/27/20	Attempted				Rodriguez
10/23/20	Notice to Appear; Petition	JV2020-119	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	10/27/20	Served				Rodriguez
10/27/20	Writ of Restitution	J0403CV2020-257	Globe Regional Justice Court	Henderson Properties, LLC	Ralph Hayton	Ralph Hayton/153 E. Mesquite St #2 Globe, Az 85501	Posted & Photographed	10/27/20	Served				Mancha
10/27/20	Writ of Restitution	J0403CV2020-262	Globe Regional Justice Court	Service First Realty	Mae Searle Flink	Mae Flink/5934 S. El Camino Claypool, Az 85532	Mae Flink/5934 S. El Camino Claypool, Az 85532	10/27/20	Served				Mancha/Rodriguez
10/9/20	Order to Show Cause	M0441CM2020-2	Globe Regional Justice Court	State of Arizona	Lisa Santa Maria	Lisa Santa Maria/186 E. Kelly Rd Miami, Az 85539	Lisa Santa Maria/161 W. Live Oak St Globe, Az 85501	10/27/20	Served				Rodriguez
10/26/20	Summons & Complaint	J0403CV2020-256	Globe Regional Justice Court	LVNV Funding LLC	Lyndell Gilbert	Lyndell Gilbert/984 S. Mayss St Globe, Az 85501	None	10/27/20	Attempted				Rodriguez
10/23/20	Injunction Against Harassment	20CH182	Chandler Municipal Court	Protected Information	Ashleigh Thompson	Ashleigh Thompson/1695 N. Wheatfields Rd #8 Globe, Az 85501	None	10/27/20	Attempted				Rodriguez
10/23/20	Injunction Against Harassment	20CH182	Chandler Municipal Court	Protected Information	Ashleigh Thompson	Ashleigh Thompson/1695 N. Wheatfields Rd #8 Globe, Az 85501	None	10/27/20	Attempted				Rodriguez
10/26/20	Summons and Complaint	J0403CV2020-255	Globe Regional Justice Court	Discover Card	Roger Williams	Roger Williams/128 W. View St Globe, Az 85501	None	10/27/20	Attempted				Rodriguez
10/26/20	Summons & Complaint	J0403CV2020-256	Globe Regional Justice Court	LVNV Funding LLC	Lyndell Gilbert	Lyndell Gilbert/984 S. Mayss St Globe, Az 85501	None	10/27/20	Attempted				Rodriguez
10/27/20	Notice	None	None	Dennis Mercer	James Sullivan	James Sullivan/303 S. Seventh St Globe, Az 85501	James Sullivan/303 S. Seventh St Globe, Az 85501	10/28/20	Served		53	53	Mancha
10/27/20	Injunction Against Harassment	J0403PO2020-88	Globe Regional Justice Court	Protected Information	James Sullivan	James Sullivan/303 S. Seventh St Globe, Az 85501	James Sullivan/303 S. Seventh St Globe, Az 85501	10/28/20	Served				Mancha
10/28/20	Arrest Warrant	J0403TR2019-685	Globe Regional Justice Court	State of Arizona	Ivonne Duwyenie	Ivonne Duwyenie/P O Box 286 San Carlos, Az 85550	Warrant letter Mailed	10/28/20	Attempted				Sellars
10/28/20	Arrest Warrant	J0403TR2019-146	Globe Regional Justice Court	State of Arizona	Ivonne Duwyenie	Ivonne Duwyenie/P O Box 286 San Carlos, Az 85550	Warrant letter Mailed	10/28/20	Attempted				Sellars
10/28/20	Notice to Appear; Petition	JV2020-120	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	10/28/20	Attempted				Rodriguez
10/28/20	Five Day Notice	None	None	Service First Realty	April & Joshua Van Woesik	April & Joshua Van Woesik/269 S. East St Globe, Az 85501	Joshua Van Woesik/269 S. East St Globe, Az 85501	10/28/20	Served				Mancha
10/28/20	Notice	None	None	April Crick	Officer R. Hernandez-GPD	Officer R. Hernandez-GPD/175 N. Pine St Globe, Az 85501	B. McCreary-GPD/175 N. Pine St Globe, Az 85501	10/29/20	Served		47	47	Mancha

Constable Activity Log - Monthly

Constable: Ruben Mancha
 County: Gila
 Precinct: Globe

Deputy: Dan Rodriguez
 Constable Clerk: Michael Sellars



Total Cases Served/Attempted:

174

Mileage Total: 1116

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
10/23/20	Notice to Appear; Petition	JV2020-00119	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	10/23/20	Attempted				Rodriguez
10/26/20	Summons and Complaint	J0403CV2020-255	Globe Regional Justice Court	Discover Card	Roger Williams	Roger Williams/128 W. View St Globe, Az 85501	None	10/29/20	Attempted				Rodriguez
10/26/20	Criminal Subpoena	J0403CM2020-133	Globe Regional Justice Court	State of Arizona	Adam Garcia	Protected Information	None	10/29/20	Attempted				Rodriguez
10/26/20	Criminal Subpoena	J0403CM2020-133	Globe Regional Justice Court	State of Arizona	Adam Garcia	Protected Information	Protected Information	10/29/20	Served				Rodriguez
10/26/20	Summons and Complaint	J0403CV2020-255	Globe Regional Justice Court	Discover Card	Roger Williams	Roger Williams/128 W. View St Globe, Az 85501	Roger Williams/128 W. View St Globe, Az 85501	10/27/20	Served				Rodriguez
10/27/20	Criminal Subpoena	J0403CM2020-476	Globe Regional Justice Court	State of Arizona	Alicia Hayes	Protected Information	None	10/28/20	Attempted				Rodriguez
10/27/20	Criminal Subpoena	J0403CM2020-476	Globe Regional Justice Court	State of Arizona	Alicia Hayes	Protected Information	None	10/29/20	Attempted				Rodriguez
10/28/20	Notice to Appear; Petition	JV2020-120	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	10/29/20	Served				Rodriguez
10/30/20	Arrest Warrant	J0403TR2020-34	Globe Regional Justice Court	State of Arizona	Daryl Amonette	Daryl Amonette 5420 E. Pinal Canyon Rd Globe, Az 85501	Warrant letter Mailed	10/30/20	Attempted		49	49	Sellars
10/30/20	Arrest Warrant	J0403TR2020-20	Globe Regional Justice Court	State of Arizona	Daryl Amonette	Daryl Amonette 5420 E. Pinal Canyon Rd Globe, Az 85501	Warrant letter Mailed	10/30/20	Attempted				Sellars
10/30/20	Arrest Warrant	J0403TR2019-1635	Globe Regional Justice Court	State of Arizona	Daryl Amonette	Daryl Amonette 5420 E. Pinal Canyon Rd Globe, Az 85501	Warrant letter Mailed	10/30/20	Attempted				Sellars
10/30/20	Arrest Warrant	J0403TR2020-26	Globe Regional Justice Court	State of Arizona	Daryl Amonette	Daryl Amonette 5420 E. Pinal Canyon Rd Globe, Az 85501	Warrant letter Mailed	10/30/20	Attempted				Sellars
10/23/20	Notice to Appear; Petition	JV2020-00119	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	10/30/20	Attempted				Rodriguez
10/30/20	Criminal Subpoena	J0403CM2020-495	Globe Regional Justice Court	State of Arizona	Leandra Hill	Deputy Avalos-GCSO/1425 E. South St Globe, Az 85501	D. Juhrs-GCSO/1177 1425 E. South St Globe, Az 85501	10/30/20	Served				Rodriguez
10/30/20	Criminal Subpoena	J0403CM2020-476	Globe Regional Justice Court	State of Arizona	Alicia Hays	Deputy Olivarez-GCSO/1425 E. South St Globe, Az 85501	D. Juhrs-GCSO/1177 1425 E. South St Globe, Az 85501	10/30/20	Served				Rodriguez
10/30/20	Arrest Warrant	J0403CR2018-212	Globe Regional Justice Court	State of Arizona	Christopher Higginbotham	Christopher Higginbotham/810 S. Anderson St Globe, Az 85501	Warrant letter Mailed	10/30/20	Attempted				Sellars
10/30/20	Arrest Warrant	J0403CR2018-206	Globe Regional Justice Court	State of Arizona	Anthony Garcia	Anthony Garcia/P O Box 156 Miami, Az 85539	Warrant letter Mailed	10/30/20	Attempted				Sellars
10/30/20	Arrest Warrant	J0403CR2007-775	Globe Regional Justice Court	State of Arizona	Mikole-Lee Westberry	Mikole-Lee Westberry/P O Box 375 Miami, Az 85501	Warrant letter Mailed	10/30/20	Attempted				Sellars
10/30/20	Arrest Warrant	J0403CR2012-318	Globe Regional Justice Court	State of Arizona	Mikole-Lee Westberry	Mikole-Lee Westberry/P O Box 375 Miami, Az 85501	Warrant letter Mailed	10/30/20	Attempted				Sellars

Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez
Constable Clerk: Michael Sellars



County:	Gila	
Precinct:	Globe	

174

1116

[illegible]

GILA COUNTY TREASURER'S RECEIPT

GILA COUNTY, ARIZONA

DATE _____

CONTRACT # _____

GRANT # _____

DEPOSIT TO FUND GENERAL FUND FUND # _____

REMITTING AGENCY Globe Regional Constables Office

BILLING PERIOD OCTOBER 2020 1 OF 2

Account Code	Direct Deposit / Check #	Revenue Description	Amount	
1005.321.3405.80	CASH		146	00
	0788		40	00
	3952		64	00
	3949		64	00
	9483		64	00
	3477		64	00
	4377		64	00
	4264		64	00
	4769		64	00
	5094		64	00
	5092		64	00

Preparer Signature: [Signature] Title CLERK

Approved Signature: [Signature] Title CONSTABLE

SUMMARY OF DEPOSIT

Currency	
Coins	
Checks	
Total	

TREASURER By _____ Date _____

ORIGINATING OFFICE

141359

BILLING PERIOD OCTOBER 2020 2 of 2

Preparer Signature: _____ Title _____
Approved Signature: _____ Title CONSTABLE

$$\begin{array}{r} 1050 = 50 \\ 4020 = 80 \\ 1010 = 10 \\ 105 = 5 \\ 101 = 1 \\ \hline 146 \end{array}$$

141360

ARF-6359

Consent Agenda Item 3. H.

Regular BOS Meeting

Meeting Date: 12/01/2020

Reporting Period: Payson Regional Constable's Office Monthly Report for October 2020

Submitted For: Tony McDaniel, Payson Regional Constable

Submitted By: Kimberly Rust, Constable Clerk

Information

Subject

Payson Regional Constable's Office Monthly Report for October 2020

Suggested Motion

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

Attachments

October 2020

Terry Phillips
Deputy Constable



Kimberly Rust
Clerk of the Constable

Office of
Payson Regional Constable
Tony McDaniel

OCTOBER 2020 MONTHLY REPORT

TABLE OF CONTENTS

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Steven Montgomery
Deputy Constable



Kimberly Rust
Constable Clerk

Office of
Payson Regional Constable
Tony McDaniel

November , 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 **October 2020**, the Payson Regional Constable's Office:

Received a total of 149 papers for service with 161 attempts.

Drove a total of 1739.9 miles.

Collected a total of **\$2464.48** as follows:

Total Deposited: \$2,464.48

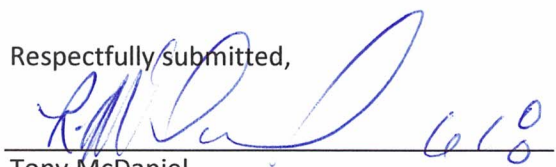
Less Refunds: \$52.00

Paid to General Fund: \$2,412.48

Additonal Funds from an IGA from the Town of Payson: \$875.00

Grand Total Paid to General Fund: **\$3,287.48**

Respectfully submitted,



Tony McDaniel
Payson Regional Constable
Gila County, Payson, Arizona

**PAYSON REGIONAL CONSTABLE OFFICE
FEES COLLECTED
OCTOBER 2020**

DATE	RECEIVED FROM	PROCESS NUMBER	AMOUNT	CHECK / MO / CASH / NCOURT	RECEIPT NUMBER	REFUNDS
9/28/2020	Protected Information	2009PR136	\$40.00	Ncourt	979593	\$0.00
9/29/2020	Protected Information	2009PR140	\$40.00	Ncourt	979594	\$0.00
9/30/2020	Camela Norton Webster	2009PR147	\$40.00	Ncourt	979595	\$0.00
9/30/2020	Owens Law Firm	2009PR148	\$103.20	Check	979596	\$0.00
10/1/2020	FL Wells	2006PR088	\$50.00	Check	979598	\$0.00
10/1/2020	Lupe Thompson	2010PR006	\$48.00	Cash	979599	\$0.00
10/1/2020	Zona Law Group	2010PR001	\$48.00	Check	979600	\$16.00
10/1/2020	PROVEST	2010PR008	\$69.00	Check	*617002	\$0.00
10/1/2020	PROVEST	2010PR009	\$69.00	Check	617003	\$5.00
10/1/2020	PROVEST	2010PR010	\$69.00	Check	617004	\$5.00
10/1/2020	PROVEST	2010PR011	\$69.00	Check	617005	\$5.00
10/1/2020	Robert Schafer	2010PR012	\$69.20	Check	617006	\$8.00
10/2/2020	Kelly Knoner	2010PR020	\$40.00	Ncourt	617007	\$0.00
10/5/2020	Zona Law Group	2010PR002 2010PR003	\$96.00	Check	617008	\$8.00
10/5/2020	One Source Process	2010PR028	\$40.00	Check	617009	\$0.00
10/6/2020	Sherman Alston	2010PR033	\$40.00	Cash	617010	\$0.00
10/6/2020	Yadira Soto	2010PR034	\$56.00	Cash	617011	\$0.00
10/6/2020	Christina Morgan	2010PR038	\$56.00	Cash	617012	\$0.00
10/7/2020	Zona Law Group	2010PR039	\$82.00	Check	617013	\$0.00
10/7/2020	Sally Puskaric	2010PR041	\$40.00	Ncourt	617014	\$0.00
10/7/2020	Jake Cordova	2010PR042	\$56.00	Ncourt	617015	\$0.00
10/7/2020	John Bednarz	2010PR043	\$97.44	Check	617016	\$0.00
10/7/2020	DL Investigations	2010PR044	\$40.00	Check	617017	\$0.00
10/8/2020	Hot Shot Delivery	2010PR046	\$64.80	Check	617018	\$0.00
10/8/2020	Anthony Puskaric	2010PR052	\$40.00	Cash	617019	\$0.00
10/13/2020	Zona Law Group	2010PR061	\$82.00	Check	617020	\$0.00
10/13/2020	Zona Law Group	2010PR062	\$82.00	Check	617021	\$0.00
10/13/2020	Zona Law Group	2010PR063	\$82.00	Check	617022	\$0.00
10/14/2020	Lupe Thompson	2010PR064	\$82.00	Cash	617023	\$0.00
10/14/2020	Wendy Landis	2010PR070	\$40.00	Ncourt	617024	\$0.00
10/15/2020	All About Serving Process	2010PR053 2010PR054	\$80.00	Check	617025	\$0.00
10/15/2020	All About Serving Process	2010PR053	\$11.84	Check	617026	\$0.00
10/16/2020	Prest Realty	2010PR081	\$40.00	Check	617027	\$0.00
10/23/2020	Maureen Kent	2010PR123	\$56.00	Cash	617029	\$0.00
10/22/2020	Provest	2010PR115	\$69.00	Check	617030	\$5.00
10/22/2020	GPS Servers	2010PR116	\$64.00	Check	617031	\$0.00
10/22/2020	GPS Servers	2010PR117	\$64.00	Check	617032	\$0.00
10/22/2020	GPS Servers	2010PR119	\$64.00	Check	617033	\$0.00

10/13/2020	TG & FL Wells	Defferal Pymt	\$25.00	Check	617034	\$0.00
10/26/2020	DL Investigations	2010PR130	\$40.00	Check	617035	\$0.00
10/28/2020	MHA Foundation	2010PR121 2010PR122	\$80.00	Check	617036	\$0.00
10/30/2020	Janet Cordova	2010PR147	\$40.00	Cash	617037	\$0.00
	* New Receipt Book					
	979597 / 617001 Voided in Book / 617028					
Collected:			\$2,464.48			
Refunds:			\$52.00			
Balance:			\$2,412.48			

Constable Activity Log - Monthly

Constable: Tony McDaniel
County: Gila
Precinct: Payson

Deputy: Steven Montgomery
Constable Clerk: Kimberly Rust



Total Cases Served/Attempted: 161

Mileage Total: 1,739.9

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
9/30/20	Subpoena	2019TR2425	Payson Regional Justice Court	State of Arizona	Brian Echols	Trooper Halenar / 201 N Colcord Payson AZ 85541	Sgt Manjarres & Trooper / Email	10/1/20	Served			97.7	McDaniel
10/1/20	Summons & Complaint	20206006289	State of Illinios Circuit Court	MechaniQ LLC	IT Mighty Web Design	IT Mighty Web Design / 293 E Springdale Star Valley AZ 85541	None	10/1/20	Attempted				McDaniel
10/1/20	Summons & Complaint	20206006289	State of Illinios Circuit Court	MechaniQ LLC	IT Mighty Web Design	IT Mighty Web Design / 1125 N William Tell Cir Payson AZ 85541	Cody Teagardin / 1125 N William Tell Cir Payson AZ 85541	10/1/20	Served				McDaniel
10/1/20	Response to Petition for Dissolution of Marriage	DO202000220	Gila County Superior Court	Ashley Anglemire	Daniel Rozboril	Ashley Anglemire / 300 N Beeline HWY Payson AZ 85541	Ashley Anglemire / 300 N Beeline HWY Payson AZ 85541	10/1/20	Served				McDaniel
9/30/20	Summons Eviction Action	2020CV253FD	Payson Regional Justice Court	Ponderosa Mobile Home Park	Maggie Fields	Maggie Fields / 190 N Cornerstone Way #55 Star Valley AZ 85541	Maggie Fields / 190 N Cornerstone Way #55 Star Valley AZ 85541	10/1/20	Served				McDaniel
9/30/20	Summons Eviction Action	2020CV254FD	Payson Regional Justice Court	Ponderosa Mobile Home Park	Heather Jackson	Heather Jackson / 190 N Cornerstone Way #36 Star Valley AZ 85541	Posted & Certified Mailed / 190 N Cornerstone Way # 36 Star Valley AZ 85541	10/1/20	Served				McDaniel
10/1/20	Summons	M0444CM2020012308	Payson Magistrate Court	State of Arizona	Burt Minard	Burt Minard / 208 S Tonto St Payson AZ 85541	Burt Minard / 208 S Tonto St Payson AZ 85541	10/1/20	Served				McDaniel
10/1/20	Eviction Action Hearing Notice	J0404CV2020000258	Payson Regional Justice Court	Lupe Thompson	Aaron & Vicki Macreno	Aaron & Vicki Macreno / 218 E Phoenix St Payson AZ 85541	Vicki Macreno / 218 E Phoenix St Payson AZ 85541	10/1/20	Served				McDaniel
10/1/20	Order of Protection	J0404PO2020000180	Payson Regional Justice Court	Protected Information	Justin Jones	Justin Jones / 607 E Evergreen Payson AZ 85541	Justin Jones / 607 E Evergreen Payson AZ 85541	10/1/20	Served				McDaniel
9/30/20	Summons	M0444CM2020012298	Payson Magistrate Court	State of Arizona	Ron Hines	Ron Hines / Phone Call	None	10/1/20	Attempted				McDaniel
10/1/20	Violation Notice	APN304-16-166	Town of Payson	Town of Payson	Joann Croff	Joann Croff / 206 E Aero Dr Payson AZ 85541	Joann Croff / 206 E Aero Dr Payson AZ 85541	10/1/20	Served				McDaniel
10/1/20	Summons & Complaint	2020CV226UN	Payson Regional Justice Court	Midland Management Credit Management LLC	Chase Zamora	Chase Zamora / 808 N Easy St Payson AZ 85541	None	10/1/20	Attempted				McDaniel
10/1/20	Summons & Complaint	2020CV208OV	Payson Regional Justice Court	Citibank NA	Walter Obrecht	Walter Obrecht / 404 W Houston Mesa Rd Payson AZ 85541	Walter Obrecht / 404 W Houston Mesa Rd Payson AZ 85541	10/1/20	Served				McDaniel
10/1/20	Summons & Complaint	2020CV209OV	Payson Regional Justice Court	Citibank NA	Pat Woolsey	Pat Woolsey / 379 N Valley Rd Star Valley AZ 85541	None	10/1/20	Attempted				McDaniel
10/1/20	Summons & Complaint	2020CV209OV	Payson Regional Justice Court	Citibank NA	Pat Woolsey	Pat Woolsey / 379 N Valley Rd Star Valley AZ 85541	None	10/2/20	Attempted			144.8	McDaniel
8/11/20	Order of Protection	M0747PO2020009580	Payson Regional Justice Court	Protected Information	Kathy Humphrey	Kathy Humphrey / 1107 S McLane #43 Payson AZ 85541	Kathy Humphrey / 1107 S McLane #43 Payson AZ 85541	10/2/20	Served				McDaniel
10/1/20	Eviction Action Hearing Notice	J0404CV2020000257	Payson Regional Justice Court	Robert Schafer	Kellie Gibson	Kellie Gibson / 3783 N HWY 87 #8 Pine AZ 85544	Kellie Gibson / 3783 N HWY 87 #8 Pine AZ 85544	10/2/20	Served				McDaniel
10/2/20	Subpoena	2019CM5362	Payson Regional Justice Court	State of Arizona	Beverly Brooks	Trooper Halenar / 201 N Colcord Payson AZ 85541	Sgt Manjarres & Trooper / Email	10/2/20	Served				McDaniel
10/2/20	Subpoena	2019CM5362	Payson Regional Justice Court	State of Arizona	Beverly Brooks	Trooper Montgomery / 201 N Colcord Payson AZ 85541	Trooper Montgomery / Protected Information	10/2/20	Served				McDaniel

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Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
10/2/20	Writ of Restitution	2020CV227FD	Payson Regional Justice Court	SR87 LLC	Randy Evertts	Randy Everetts / 632 N HWY 87 #4&5 Pine AZ 85544	Posted / 632 N HWY 87 #4&5 Pine AZ 85544	10/2/20	Served				McDaniel
10/2/20	Pictures	CV2020-184	Payson Regional Justice Court	Ricky Guerrero	Kelly Knoner	Ricky Guerrero / 908 E Oxbow Cir Payson AZ 85541	Ricky Guerrero / 908 E Oxbow Cir Payson AZ 85541	10/2/20	Served				McDaniel
10/1/20	Summons & Complaint	CC2020117119RC	North Valley Justice Court	Jefferson Capital System LLC	Nancy Escobar	Nancy Escobar / 9287 W Guevremont Dr Strawberry AZ 85544	None	10/2/20	Attempted				McDaniel
10/1/20	Summons & Complaint	CC2020117119RC	North Valley Justice Court	Jefferson Capital System LLC	Nancy Escobar	Nancy Escobar / 9287 W Guevremont Dr Strawberry AZ 85544	Nancy Escobar / 9287 W Guevremont Dr Strawberry AZ 85544	10/2/20	Served				McDaniel
10/1/20	Summons & Complaint	2020CV209OV	Payson Regional Justice Court	Citibank NA	Pat Woolsey	Pat Woolsey / 379 N Valley Rd Star Valley AZ 85541	Mary Patricia Woolsey / 379 N Valley Rd Star Valley AZ 85541	10/2/20	Served				McDaniel
10/2/20	Child Support Packet	DO2020109	Gila County Superior Court	State of Arizona	Whitney Buckley	Whitney Buckley / 143 E Tonto Creek Trl Tonto Basin AZ 85553	Whitney Buckley / 143 E Tonto Creek Trl Tonto Basin AZ 85553	10/5/20	Served			118.1	McDaniel
10/2/20	Subpoena	2019CM5362	Payson Regional Justice Court	State of Arizona	Beverly Brooks	Mary Hayhome / Protected Information	Mary Hayhome / Protected Information	10/5/20	Served				McDaniel
10/2/20	Subpoena	2019CM5362	Payson Regional Justice Court	State of Arizona	Beverly Brooks	Sandy Taylor / Protected Information	None	10/5/20	Attempted				McDaniel
10/2/20	Subpoena	2019CM5362	Payson Regional Justice Court	State of Arizona	Beverly Brooks	Tracy Henderson / Protected Information	None	10/5/20	Attempted				McDaniel
10/2/20	DCPI Order	JD202000057	Gila County Superior Court	Protected Information	None	North Country Health Care / 126 E Main St Payson AZ 85541	Fernanda Lira / 126 E Main St Payson AZ 85541	10/5/20	Served				McDaniel
10/2/20	DCPI Order	JD202000057	Gila County Superior Court	Protected Information	None	Community Bridges / Protected Information Payson AZ 85541	Wayne Kimball / Protected Information Payson AZ 85541	10/5/20	Served				McDaniel
10/2/20	DCPI Order	JD202000057	Gila County Superior Court	Protected Information	None	Southwest Behavioral Health / Protected Information Payson AZ 85541	Becky Conway / Protected Information Payson AZ 85541	10/5/20	Served				McDaniel
10/5/20	Summons	J0404CM2020000216	Payson Regional Justice Court	State of Arizona	Jordan Cheatham	Jordan Cheatham / 602 N Vista Rd Payson AZ 85541	Jordan Cheatham / 602 N Vista Rd Payson AZ 85541	10/5/20	Served				McDaniel
10/5/20	Subpoena	M0444CT2020012857	Payson Magistrate Court	State of Arizona	Christopher Shadow	Officer Bathke / 303 N Beeline HWY Payson AZ 85541	PPD Records Vieira / 303 N Beeline HWY Payson AZ 85541	10/5/20	Served				McDaniel
10/5/20	Subpoena	M0444CT2020012830	Payson Magistrate Court	State of Arizona	Daniel Russell Walker Hunter	Officer Oldeschulte / 303 N Beeline HWY Payson AZ 85541	PPD Records Vieira / 303 N Beeline HWY Payson AZ 85541	10/5/20	Served				McDaniel
10/5/20	Summons	J0404CM2020000217	Payson Regional Justice Court	State of Arizona	Ernest McCabe	Ernest McCabe / 47735 N HWY 288 Young AZ 85554	Moved	10/5/20	Attempted				McDaniel
10/5/20	Summons & Complaint	2020CV30080	Payson Regional Justice Court	Master Place Condominiums Property	Lawerence Benzel	Lawerence Benzel / 603 E Fir Cir Payson AZ 85541	Deceased	10/5/20	Attempted				McDaniel
10/6/20	Demand Letter	None	None	American Legion Post 69	Dean Mikelson	Dean Mikelson / 3870 E HWY 260 Star Valley AZ 85541	Dean Mikelson / 3870 E HWY 260 Star Valley AZ 85541	10/6/20	Served			86.7	McDaniel
10/6/20	Divorce Packet	DO202000239	Gila County Superior Court	Yadira Soto	Anibal Leon	Anibal Leon / 807 W Longhorn Rd Payson AZ 85541	Anibal Leon / 807 W Longhorn Rd Payson AZ 85541	10/6/20	Served				McDaniel

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10/6/20	Hearing Notice	M0444TR2020012107	Payson Magistrate Court	State of Arizona	Phillip Swartz	Phillip Swartz / 2801 W Nicklaus Dr Payson AZ 85541	Moved	10/6/20	Attempted				McDaniel
10/6/20	Order of Protection	J0404PO2020000183	Payson Regional Justice Court	Protected Information	Veronica Cotto	Veronica Cotto / 1101 W Birchwood Payson AZ 85541	Veronica Cotto / 1101 W Birchwood Payson AZ 85541	10/6/20	Served				McDaniel
10/6/20	Summons	M0444CM2020012325	Payson Magistrate Court	State of Arizona	Daniel Mendez	Daniel Mendez / 304 S Colcord Payson AZ 85541	None	10/6/20	Attempted				McDaniel
10/6/20	Summons	M0444CM2020012325	Payson Magistrate Court	State of Arizona	Daniel Mendez	Daniel Mendez / 304 S Colcord Payson AZ 85541	None	10/6/20	Attempted				McDaniel
10/6/20	Summons	M0444CM2020012325	Payson Magistrate Court	State of Arizona	Daniel Mendez	Daniel Mendez / 300 Block of S Colcord Payson AZ 85541	Daniel Mendez / 300 Block of S Colcord Payson AZ 85541	10/6/20	Served				McDaniel
10/6/20	Summons	J0404CM2020000219	Payson Magistrate Court	State of Arizona	Steven Hathcock	Steven Hathcock / 1008 S Palomino Cir Payson AZ 85541	None	10/6/20	Attempted				McDaniel
10/7/20	Divorce Packet	DO202000242	Gila County Superior Court	Sally Puskaric	Anthony Puskaric	Anthony Puskaric / 108 W Main ST Payson AZ 85541	Anthony Puskaric / 108 W Main ST Payson AZ 85541	10/7/20	Served			64.4	McDaniel
10/7/20	Summons	M0444TR2020012146	Payson Magistrate Court	State of Arizona	Shawna Davis	Shawna David / TAR Tribal Office Payson AZ 85541	Shawna David / TAR Tribal Office Payson AZ 85541	10/7/20	Served				McDaniel
10/6/20	Divorce Packet	DO202000241	Gila County Superior Court	Christina Morgan	Patrick Morgan	Patrick Morgan / TAR Payson AZ 85541	Patrick Morgan / TAR near Maintenance Building Payson AZ 85541	10/7/20	Served				McDaniel
10/7/20	Divorce Packet	DO202000243	Gila County Superior Court	Jake Cordova	Janet Cordova	Janet Cordova / 16 N Star Vale Dr 14B Star Valley AZ 85541	Nobe	10/7/20	Attempted				McDaniel
10/7/20	Divorce Packet	DO202000243	Gila County Superior Court	Jake Cordova	Janet Cordova	Janet Cordova / 16 N Star Vale Dr 14B Star Valley AZ 85541	Janet Cordova / 16 N Star Vale Dr 14B Star Valley AZ 85541	10/7/20	Served				McDaniel
10/7/20	Subpoena	S100CV201802026	Pinal County Superior Court	B&H Auto Repair / Howard Hinkle	Flexoprint INC / Eban Kasdan	Chapman Payson Auto Center / 100 N Beeline HWY Payson AZ 85541	Connie McGee / 100 N Beeline HWY Payson AZ 85541	10/7/20	Served				McDaniel
10/6/20	Summons	J0404CM2020000219	Payson Magistrate Court	State of Arizona	Steven Hathcock	Steven Hathcock / 1008 S Palomino Cir Payson AZ 85541	Steven Hathcock / 1008 S Palomino Cir Payson AZ 85541	10/7/20	Served				McDaniel
10/7/20	Violation Notice	None	None	Town of Payson	Steven Fulks or Current Resident	Steven Fulks or Current Resident / 115 S Thomas Ln Payson AZ 85541	None	10/7/20	Attempted				McDaniel
10/7/20	Violation Notice	None	None	Town of Payson	Steven Fulks or Current Resident	Steven Fulks or Current Resident / 115 S Thomas Ln Payson AZ 85541	None	10/8/20	Attempted			124.7	McDaniel
10/7/20	Violation Notice	None	None	Town of Payson	Steven Fulks or Current Resident	Steven Fulks or Current Resident / 115 S Thomas Ln Payson AZ 85541	None	10/8/20	Attempted				McDaniel
10/7/20	Order to Appear	FC2009-094244	Maricopa County Superior Court	Samantha Connors	Edward Brady	Edward Brady / 347 S Mimosa St Tonto Basin AZ 85553	Amber Brady / 347 S Mimosa St Tonto Basin AZ 85553	10/8/20	Served				McDaniel
10/8/20	Subpoena	2020CM92	Payson Regional Justice Court	State of Arizona	Joshua Degenstein	Deputy Armstrong / 108 W Main St Payson AZ 85541	GCSO Email & Box / 108 W Main St Payson AZ 85541	10/8/20	Served				McDaniel
10/8/20	Subpoena	2020CM92	Payson Regional Justice Court	State of Arizona	Joshua Degenstein	Deputy Labonte / 108 W Main St Payson AZ 85541	Deputy Labonte / 108 W Main St Payson AZ 85541	10/8/20	Served				McDaniel

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10/8/20	Subpoena	2020CM92	Payson Regional Justice Court	State of Arizona	Joshua Degenstein	Christopher Lomax / Protected Information	Christopher Lomax / Protected Information	10/8/20	Served				McDaniel
10/8/20	Subpoena	M0444CT2020012857	Payson Magistrate Court	State of Arizona	Christopher Shadow	Officer Bathke / 303 N Beeline HWY Payson AZ 85541	PPD Records Vieira / 303 N Beeline HWY Payson AZ 85541	10/8/20	Served				McDaniel
10/9/20	Summons & Complaint	S1100CV202001034	Pinal County Superior Court	Nicole Johnson	Gilbert Salazar	Gila Concrete LLC / 201 W Phoenix St Payson AZ 85541	Keith Heglie / 201 W Phoenix St Payson AZ 85541	10/9/20	Served			89.3	McDaniel
10/9/20	Summons & Complaint	S1100CV202001034	Pinal County Superior Court	Nicole Johnson	Gilbert Salazar	Tonto Rock Products / 745 E Del Chi Dr Tonto Basin AZ 85553	Forredt Gressley / SR 87 & Gisela Rd Payson AZ 85541	10/9/20	Served				McDaniel
10/8/20	Response to Petition for Dissolution of Marriage	DO202000242	Gila County Superior Court	Sally Puskaric	Anthony Puskaric	Sally Puskaric / 807 W Longhorn Payson AZ 85541	Sally Puskaric / 807 W Longhorn Payson AZ 85541	10/9/20	Served				McDaniel
10/8/20	Civil Citation	COD20-00214	City of Mesa	City of Mesa	Donald Flowers & Robbin McKinion	Donald Flowers & Robbin McKinion / 383 Old Meadow Ln Payson AZ 85541	Robbin McKinion / 383 Old Meadow Ln Payson AZ 85541	10/9/20	Served				McDaniel
10/7/20	Violation Notice	None	None	Town of Payson	Steven Fulks or Current Resident	Steven Fulks or Current Resident / 115 S Thomas Ln Payson AZ 85541	Charles Fisher / 115 S Thomas Ln Payson AZ 85541	10/9/20	Served				McDaniel
10/9/20	Notice to Appear; Petition	JV2020107	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	Protected Information	10/12/20	Served			47.6	McDaniel
10/7/20	Writ of Restitution	CV2020000240	Payson Regional Justice Court	Lurlene Kuehn	Danny Doiron	Danny Doiron / 503 S Rim View Cir Payson AZ 85541	Posted / 503 S Rim View Cir Payson AZ 85541	10/13/20	Served			114.8	McDaniel
10/13/20	Oder of Protection	FC2020-096939	Maricopa County Superior Court	Protected Information	Kaylan Hinton	Kaylan Hinton / 200 S Rainbow Dr #3 Star Valley AZ 85541	None	10/13/20	Attempted				McDaniel
10/13/20	Summons & Complaint	20CF000599	Common Pleas Lake County Ohio	Cardinal Community Credit Union	Kenderick McCandless & J. Doe	Kenderick McCandless & J. Doe / 108 W Main St Payson AZ 85541	Kenderick McCandless / 108 W Main St Payson AZ 85541	10/13/20	Served				Rust
10/13/20	Summons & Complaint	20CF000599	Common Pleas Lake County Ohio	Cardinal Community Credit Union	Kenderick McCandless & J. Doe	Kenderick McCandless & J. Doe / 108 W Main St Payson AZ 85541	Cassandra McCandless / 601 S Greenvally Pkwy Payson AZ 85541	10/13/20	Served				McDaniel
10/6/20	Vacate Premises Order	DO201900106	Gila County Superior Court	Donna Rodgers	Dan Opel	Dan Opel / 440 S Valley View Rd Gisela AZ 85541	Dan Opel / 440 S Valley View Rd Gisela AZ 85541	10/13/20	Served				McDaniel
10/14/20	Subpoena	J0404CT2020001549	Payson Regional Justice Court	State of Arizona	Benjamin Schneider	Trooper Kilbourne / 201 N Colcord Payson AZ 85541	Emailed Sgt Manjarress & Trooper Kilbourne	10/14/20	Served			75.7	McDaniel
10/14/20	Subpoena	J0404CT2020001650	Payson Regional Justice Court	State of Arizona	Steven Coury	Trooper Harold / 201 N Colcord Payson AZ 85541	Emailed Sgt Manjarress & Trooper Harold	10/14/20	Served				McDaniel
10/13/20	Writ of Restitution	2020CV253FD	Payson Regional Justice Court	Ponderosa Mobile Home Park	Maggie Fields	Maggie Fields / 190 N Cornerstone Way #55 Star Valley AZ 85541	Posted / 190 N Cornerstone #55 Star Valley AZ 85541	10/14/20	Served				McDaniel
10/13/20	Writ of Restitution	2020CV254FD	Payson Regional Justice Court	Ponderosa Mobile Home Park	Heather Jackson	Heather Jackson / 190 N Cornerstone Way #36 Star Valley AZ 85541	Posted / 190 N Cornerstone #36 Star Valley AZ 85541	10/14/20	Served				McDaniel
10/13/20	Writ of Restitution	2020CV255	Payson Regional Justice Court	Ponderosa Mobile Home Park	Justin Haggard	Justin Haggard / 190 N Cornerstone Way #36 Star Valley AZ 85541	Justin Haggard / 190 N Cornerstone Way #35 Star Valley AZ 85541	10/14/20	Served				McDaniel
10/13/20	Resetting Order to Appear	DO201800260	Gila County Superior Court	Natalie Friestad	Jeremy Friestad	Natalie Friestad / 300 N Beeline HWY Payson AZ 85541	Natalie Friestad / 300 N Beeline HWY Payson AZ 85541	10/14/20	Served				Montgomery

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10/14/20	Writ of Restitution	2020CV258FD	Payson Regional Justice Court	Lupe Thompson	Aaron & Vicki Macreno	Aaron & Vicki Macreno / 18 E Phoenix St Payson AZ 85541	Posted / 218 E Phoenix St Payson AZ 85541	10/14/20	Served				McDaniel
10/14/20	Amended Order of Protection	J0404PO2020000171	Payson Regional Justice Court	Protected Information	Joseph Corrigan	Joseph Corrigan / 401 S Mariposa Payson AZ 85541	None	10/14/20	Attempted				McDaniel
10/14/20	Amended 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	10/14/20	Served				McDaniel
10/14/20	Order of Protection	J0404PO2020000184	Payson Regional Justice Court	Protected Information	Jacob Bassett	Jacob Bassett / 105 E Main St #2 Payson AZ 85541	None	10/14/20	Attempted				McDaniel
10/14/20	Injunction Against Harassment	J1102PO2020000107	Casa Grande Justice Court	Protected Information	Dustin Perryman	Dustin Perryman / 207 N. Titel St Payson AZ 85541	None	10/15/20	Attempted			77.6	McDaniel
10/14/20	Injunction Against Harassment	J1102PO2020000107	Casa Grande Justice Court	Protected Information	Dustin Perryman	Dustin Perryman / 207 N. Titel St Payson AZ 85541	None	10/15/20	Attempted				McDaniel
10/14/20	Injunction Against Harassment	J1102PO2020000107	Casa Grande Justice Court	Protected Information	Dustin Perryman	Dustin Perryman / 207 N. Titel St Payson AZ 85541	None	10/19/20	Attempted				McDaniel
10/15/20	Summons & Complaint	CV2020269	Payson Regional Justice Court	Wendy Landis	Ginny Good	Ginny Good / 2409 W Palmer Dr Payson AZ 85541	Ginny Good / 2409 W Palmer Dr Payson AZ 85541	10/15/20	Served				McDaniel
10/14/20	Order of Protection	J0404PO2020000184	Payson Regional Justice Court	Protected Information	Jacob Bassett	Jacob Bassett / 1003 W Bridle Path Ln Payson AZ 85541	Jacob Bassett / 1003 W Bridle Path Ln Payson AZ 85541	10/15/20	Served				McDaniel
10/15/20	Civil Standby	None	None	15 - 20 Minute Standby at 827 W Overland Payson AZ 85541				10/15/20	Completed				McDaniel
10/15/20	Summons	J0404CM2020000212	Payson Regional Justice Court	State of Arizona	Austin Teske	Austin Teske / 412 S Ponderosa #A Payson AZ 85541	Austin Teske / 412 S Ponderosa #A Payson AZ 85541	10/15/20	Served				McDaniel
10/15/20	Warrant	J0404CV2019005415	Payson Regional Justice Court	Ray Pugel	Danielle Wright	Daniel Wright / 3758 E. Hwy 260 #4 Star Valley AZ 85541	None	10/15/20	Attempted				McDaniel
10/15/20	Warrant	J0404CV2019005415	Payson Regional Justice Court	Ray Pugel	Danielle Wright	Daniel Wright / 3758 E. Hwy 260 #4 Star Valley AZ 85541	None	10/16/20	Attempted			114.4	McDaniel
10/16/20	Criminal Summons	M0444CM20200012337	Payson Magistrate Court	State of Arizona	Vanessa Kallos	Vanessa Kallos / 416 W. Frontier St Payson AZ 85541	None	10/16/20	Attempted				McDaniel
10/16/20	Criminal Summons	M0444CM20200012337	Payson Magistrate Court	State of Arizona	Vanessa Kallos	Vanessa Kallos / 416 W. Frontier St Payson AZ 85541	Vanessa Kallos / 3792 E. Hwy 260 Star Valley AZ 85541	10/16/20	Served				McDaniel
10/16/20	Criminal Summons	CR2020000431	Gila County Superior Court	State of Arizona	Terry Crain	Terry Crain / 831 Tonto Creek Dr Gisela AZ 85541	None	10/16/20	Attempted				McDaniel
10/16/20	Criminal Summons	CR2020000432	Gila County Superior Court	State of Arizona	Terry Crain	Terry Crain / 831 Tonto Creek Dr Gisela AZ 85541	None	10/16/20	Attempted				McDaniel
10/16/20	Five Day Notice	N/A	N/A	Prest Realty LLC	Brandon Moratti	Brandon Moratti / 201 S. Ponderosa #2 Payson AZ 85541	None	10/16/20	Attempted				McDaniel
10/16/20	Five Day Notice	N/A	N/A	Prest Realty LLC	Brandon Moratti	Brandon Moratti / 201 S. Ponderosa #2 Payson AZ 85541	Brandon Moratti / 201 S. Ponderosa #2 Payson AZ 85541	10/16/20	Served				McDaniel

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10/16/20	Order of Protection	J0404PO2020000185	Payson Regional Justice Court	Protected Information	Michelle Murray	Michelle Murray / Protected Information	Michelle Murray / Protected Information	10/16/20	Served				McDaniel
10/16/20	Subpoena	M0444CT2020012926	Payson Magistrate Court	State of Arizona	George Ehmer	Officer Lynch / 303 N Beeline Hwy Payson AZ 85541	PPD Records Vieira / 303 N Beeline HWY Payson AZ 85541	10/19/20	Served			53.3	McDaniel
10/19/20	Order to Show Cause	M0444CM2020012240	Payson Magistrate Court	State of Arizona	Leroy Papineau Jr.	Leroy Papineau Jr. / 500 S. Mariposa Payson AZ 85541	Leroy Papineau Jr. / 108 W. Main St. Payson AZ 85541	10/19/20	Served				McDaniel
10/19/20	Order to Show Cause	M0444CM2020012244	Payson Magistrate Court	State of Arizona	Leroy Papineau Jr.	Leroy Papineau Jr. / 500 S. Mariposa Payson AZ 85541	Leroy Papineau Jr. / 108 W. Main St. Payson AZ 85541	10/19/20	Served				McDaniel
10/19/20	Order to Show Cause	M0444CM2020012246	Payson Magistrate Court	State of Arizona	Leroy Papineau Jr.	Leroy Papineau Jr. / 500 S. Mariposa Payson AZ 85541	Leroy Papineau Jr. / 108 W. Main St. Payson AZ 85541	10/19/20	Served				McDaniel
10/19/20	Summons	CR202000433	Gila County Superior Court	State of Arizona	Jared Prock	Jared Prock / 1104 Tyrolean Dr. Payson AZ 85541	None	10/19/20	Attempted				McDaniel
10/19/20	Order to Show Cause	M0444CR2018012248	Payson Magistrate Court	State of Arizona	Scott Parone	Scott Parone / 1307 N. Alpine Heights Dr Payson AZ 85541	None	10/19/20	Attempted				McDaniel
10/14/20	Injunction Against Harassment	J1102PO2020000107	Casa Grande Justice Court	Protected Information	Dustin Perryman	Dustin Perryman / 207 N. Titel St Payson AZ 85541	None	10/19/20	Attempted				McDaniel
10/14/20	Injunction Against Harassment	J1102PO2020000107	Casa Grande Justice Court	Protected Information	Dustin Perryman	Dustin Perryman / 207 N. Titel St Payson AZ 85541	None	10/20/20	Attempted			65.4	McDaniel
10/20/20	Letter	2020CM12237	Payson Magistrate Court	State of Arizona	Dustin Perryman	Dustin Perryman / 207 N. Titel St Payson AZ 85541	None	10/20/20	Attempted				McDaniel
10/20/20	Letter	2020CM12245	Payson Magistrate Court	State of Arizona	Dustin Perryman	Dustin Perryman / 207 N. Titel St Payson AZ 85541	None	10/20/20	Attempted				McDaniel
10/20/20	Hearing Notice	J0404CV2019005415	Payson Regional Justice Court	Ray Pugel	Danielle Wright	Daniel Wright / 3758 E. Hwy 260 #4 Star Valley AZ 85541	Daniel Wright / 3758 E. Hwy 260 #4 Star Valley AZ 85541	10/20/20	Served				McDaniel
10/20/20	Letter	2020CM12257	Payson Magistrate Court	State of Arizona	April Barret Mouritsen	April Barret Mouritsen / 310 E. Garrels Dr. Star Valley AZ 85541	None	10/20/20	Attempted				McDaniel
10/20/20	Letter	2020CM12257	Payson Magistrate Court	State of Arizona	April Barret Mouritsen	April Barret Mouritsen / 310 E. Garrels Dr. Star Valley AZ 85541	None	10/20/20	Attempted				McDaniel
10/20/20	Letter	2020CM12257	Payson Magistrate Court	State of Arizona	April Barret Mouritsen	April Barret Mouritsen / 310 E. Garrels Dr. Star Valley AZ 85541	None	10/21/20	Attempted			47.2	McDaniel
10/21/20	Order to Show Cause	2020CM12111	Payson Magistrate Court	State of Arizona	Dustin Chenault	Dustin Chenault / 616 S. Beeline Hwy Payson AZ 85541	None	10/21/20	Attempted				McDaniel
10/21/20	Order to Show Cause	2018CR12436	Payson Magistrate Court	State of Arizona	Dustin Chenault	Dustin Chenault / 616 S. Beeline Hwy Payson AZ 85541	None	10/21/20	Attempted				McDaniel
10/21/20	Order to Show Cause	2018CR12436	Payson Magistrate Court	State of Arizona	Dustin Chenault	Dustin Chenault / 616 S. Beeline Hwy Payson AZ 85541	None	10/21/20	Attempted				McDaniel
10/21/20	Order to Show Cause	2020CM12111	Payson Magistrate Court	State of Arizona	Dustin Chenault	Dustin Chenault / 206 W. Main St Payson AZ 85541	Dustin Chenault / 206 W. Main St Payson AZ 85541	10/21/20	Served				McDaniel

Constable Activity Log - Monthly

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 Constable Clerk: Kimberly Rust



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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
10/21/20	Order to Show Cause	2018CR12436	Payson Magistrate Court	State of Arizona	Dustin Chenault	Dustin Chenault / 206 W. Main St Payson AZ 85541	Dustin Chenault / 206 W. Main St Payson AZ 85541	10/21/20	Served				McDaniel
10/21/20	Order to Show Cause	2018CR12436	Payson Magistrate Court	State of Arizona	Dustin Chenault	Dustin Chenault / 206 W. Main St Payson AZ 85541	Dustin Chenault / 206 W. Main St Payson AZ 85541	10/21/20	Served				McDaniel
10/21/20	Order to Show Cause	M0444CM2020012145	Payson Magistrate Court	State of Arizona	Daisha Sutton	Daisha Sutton / 300 W. Frontier #20 Payson AZ 85541	None	10/21/20	Attempted				McDaniel
10/21/20	Order to Show Cause	M0444CT2020012119	Payson Magistrate Court	State of Arizona	Daisha Sutton	Daisha Sutton / 300 W. Frontier #20 Payson AZ 85541	None	10/21/20	Attempted				McDaniel
10/8/20	Subpoena	2020CM92	Payson Regional Justice Court	State of Arizona	Joshua Degenstein	Michelle Ferraro / Protected Information	Michelle Ferraro / Protected Information	10/22/20	Served			80.8	McDaniel
10/22/20	Order to Show Cause	M0444CM2020012230	Payson Magistrate Court	State of Arizona	Robert Lewis Bass	Robert Bass/436 W Frontier St/Payson AZ 85541	None	10/22/20	Attempted				Montgomery
10/22/20	Subpoena	2019TR2425	Payson Regional Justice Court	State of Arizona	Brian Echols	Trooper Halenar / 201 N Colcord Payson AZ 85541	Sgt Manjarres & Trooper / Email	10/22/20	Served				McDaniel
10/22/20	Subpoena	J0404TR2020000151	Payson Regional Justice Court	State of Arizona	Cynthia Wells	Trooper Harold / 201 N Colcord Payson AZ 85541	Trooper Harold / 714 S Beeline HWY Payson AZ 85541	10/22/20	Served				McDaniel
10/22/20	Summons & Complaint	2020CV262	Payson Regional Justice Court	LVNV Funding LLC	Lori Lehman	Lori Lehman / 300 W Bonita St #28 Payson AZ 85541	Lori Lehman / 300 W Bonita St #28 Payson AZ 85541	10/22/20	Served				McDaniel
10/22/20	Summons & Complaint	CV2020000267	Payson Regional Justice Court	Midland Management Credit Management LLC	Alvalee Sears III	Alvalee Sears III / 801 W Longhorn #4 Payson AZ 85541	None	10/22/20	Attempted				McDaniel
10/22/20	Summons & Complaint	CV2020000267	Payson Regional Justice Court	Midland Management Credit Management LLC	Alvalee Sears III	Alvalee Sears III / 204 E Jura Cir Payson AZ 85541	None	10/22/20	Attempted				McDaniel
10/22/20	Summons & Complaint	CV2020000266	Payson Regional Justice Court	LVNV Funding LLC	Elizabeth Zanato-Hansen	Elizabeth Zanato-Hansen / 7446 N Paloma Vista Payson AZ 85541	None	10/22/20	Attempted				McDaniel
10/22/20	Summons & Complaint	CV2020000267	Payson Regional Justice Court	Midland Management Credit Management LLC	Alvalee Sears III	Alvalee Sears III / 108 W Main St Payson AZ 85541	Alvalee Sears III / 108 W Main St Payson AZ 85541	10/23/20	Served			58.9	McDaniel
10/22/20	Child Custody	DO201900109	Gila County Superior Court	Robert Paul Grazioli Jr	Amanda Leslie Hale	Amanda Leslie Hale / 105 E Main St #212 Payson AZ 85541	None	10/23/20	Attempted				McDaniel
10/22/20	Child Custody	DO201900109	Gila County Superior Court	Robert Paul Grazioli Jr	Amanda Leslie Hale	Amanda Leslie Hale / 606 N Beeline HWY Payson AZ 85541	Amanda Leslie Hale / 606 N Beeline HWY Payson AZ 85541	10/23/20	Served				McDaniel
10/22/20	Letter	None	None	Mogollon Health Alliance	Deborah Rose	Deborah Rose / 431 S Beeline HWY STE 1 Payson AZ 85541	Deborah Rose / 431 S Beeline HWY STE 1 Payson AZ 85541	10/23/20	Served				McDaniel
10/22/20	Box of Files	None	None	Collins & Collins	Jill Petrie	Jill Petrie / 2057 S Moonlight Dr Star Valley AZ 85541	Jill Petrie / 2057 S Moonlight Dr Star Valley AZ 85541	10/23/20	Served				McDaniel
10/22/20	Order to Show Cause	M0444CM2020012230	Payson Magistrate Court	State of Arizona	Robert Lewis Bass	Robert Bass/436 W Frontier St Payson AZ 85541	Robert Bass / 100 Block E Hwy 260 Payson AZ 85541	10/23/20	Served				McDaniel
10/23/20	Subpoena	J0404CT2020001706	Payson Regional Justice Court	State of Arizona	Thomas William Hart JR	Supervisor McFarlin / 201 N. Colcord Payson AZ 85541	Supervisor McFarlin/Protected	10/23/20	Served				McDaniel

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Date Received	Type of Document	Case No.	Court	Plaintiff	Defendant	Address	Person Served/ Served Via	Date Served	Service	Mileage Start	Mileage End	Daily Mileage	Notes & Served By
10/23/20	Subpoena	M0444CT2020012 873	Payson Magistrate Court	State of Arizona	Jeremy Joseph Smith	Officer Bathke / 303 N. Beeline Payson AZ 85541	PPD Records V / 303 N. Beeline Hwy Payson AZ 85541	10/23/20	Served				Montgomery
10/22/20	Letter	None	None	Mogollon Health Alliance	Jim Ferris	Jim Ferris / 801 E Frontier St #52 Payson AZ 85541	None	10/23/20	Attempted				McDaniel
10/22/20	Letter	None	None	Mogollon Health Alliance	Jim Ferris	Jim Ferris / 108 W Main St Payson AZ 85541	Jim Ferris / 108 W Main St Payson AZ 85541	10/23/20	Served				McDaniel
10/24/20	Divorce Packet	DO202000252	Gila County Superior Court	Martha Cooper	Tony Cooper	Tony Cooper / 712 E Skyway Ct Payson AZ 85541	None	10/24/20	Attempted				McDaniel
10/24/20	Divorce Packet	DO202000252	Gila County Superior Court	Martha Cooper	Tony Cooper	Tony Cooper / 712 E Skyway Ct Payson AZ 85541	Tony Cooper / 712 E Skyway Ct Payson AZ 85541	10/24/20	Served				McDaniel
10/22/20	Summons & Complaint	2020CV261	Payson Regional Justice Court	LVNV Funding LLC	Stacey Driveness	Stacey Driveness / 810 N Deer Creek Rd Payson AZ 85541	None	10/24/20	Attempted				McDaniel
10/22/20	Summons & Complaint	CV2020000266	Payson Regional Justice Court	LVNV Funding LLC	Elizabeth Zanato-Hansen	Elizabeth Zanato-Hansen / 7446 N Paloma Vista Payson AZ 85541	Elizabeth Zanato-Hansen / 7446 N Paloma Vista Payson AZ 85541	10/26/20	Served			64.8	McDaniel
10/23/20	Divorce Packet	DO202000251	Gila County Superior Court	Maureen Kent	David Kent	David Kent / 905 N Beeline HWY #29 Payson AZ 85541	David Kent / 905 N Beeline HWY #29 Payson AZ 85541	10/26/20	Served				McDaniel
10/26/20	DCS Standby	1.5 hours assisted DCS with a standby at 905 N Beeline HWY Payson AZ 85541						10/26/20					McDaniel
10/26/20	Summons	J0404TR20200001 54	Payson Regional Justice Court	State of Arizona	Taylor Hardt	Taylor Hardt / 222 W Aero Payson AZ 85541	Taylor Hardt / 222 W Aero Payson AZ 85541	10/26/20	Served				McDaniel
10/26/20	Child Custody Packet	DO201100159	Gila County Superior Court	Donald Garvin	Denae Balke	Donald Garvin / 108 W Main St Payson AZ 85541	Donald Garvin / 108 W Main St Payson AZ 85541	10/26/20	Served				McDaniel
10/27/20	Order to Show Cause	M0444CR2019012 140	Payson Magistrate Court	State of Arizona	Patricia Hubenthal	Patricia Hubenthal / 307 W Houston Mesa Rd Payson AZ 85541	Patricia Hubenthal / 307 W Houston Mesa Rd Payson AZ 85541	10/27/20	Served			48.3	McDaniel
10/27/20	Order to Show Cause	M0444CR2019012 232	Payson Magistrate Court	State of Arizona	Tabatha Glinzak	Tabatha Glinzak / 714 S Beeline HWY Payson AZ 85541	Tabatha Glinzak aka Gans/ 714 S Beeline HWY Payson AZ 85541	10/27/20	Served				McDaniel
10/27/20	Default Judgment	2020CV99	Payson Regional Justice Court	Theresia Franklin	Victoria Bird	Victoria Bird / Unknown	Spoke on phone	10/27/20	Attempted				McDaniel
10/28/20	Order of Protection	P0400PO20200005 9	Gila County Superior Court	Protected Information	Justin Maldin	Justin Malding / 962 W Oxbow Trl #20 Payson AZ 85541	Justin Malding / 962 W Oxbow Trl #20 Payson AZ 85541	10/28/20	Served			72.5	McDaniel
10/29/20	Subpoena	M0444CT2020012 971	Payson Magistrate Court	State of Arizona	Dawn S Parnell	Officer Gomez / 303 N Beeline Hwy Payson AZ 85541	PPD Records / 303 N Beeline Hwy Payson AZ 85541	10/29/20	served			68.9	Montgomery
10/29/20	Subpoena	J0404CT20200017 40	Payson Regional Justice Court	State of Arizona	Gregory Loughran-Smith	Trooper Zickefoose / 201 n Colcord Payson AZ 85541	Sgt Manjarres & Trooper / Email	10/29/20	Served				McDaniel
10/29/20	Order of Protection	J0404PO20200001 92	Payson Regional Justice Court	Protected Information	Stacy Eileen Vargas	Stacy Vargas / Protected Information	Stacy Vargas / Protected Information	10/29/20	Served				McDaniel
10/29/20	Notice to Appear; Petition	JV202000123	Gila County Superior Court	State of Arizona	Protected Information	Laci Franks / Protected Information	None	10/29/20	Attempted				Montgomery

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161

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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
10/29/20	Notice to Appear; Petition	JV202000123	Gila County Superior Court	State of Arizona	Protected Information	Laci Franks / Protected Information	Laci Franks / Protected Information	10/29/20	Served				Montgomery
10/29/20	Notice to Appear; Petition	JV202000123	Gila County Superior Court	State of Arizona	Protected Information	Protected Information	None	10/29/20	Attempted				Montgomery
10/29/20	Order to Show Cause	M0444TR2020012062	Payson Magistrate Court	State of Arizona	Christopher Brady	Christopher Brady / 141 W. Haught Rd Unit 15 Star Valley AZ 85541	Christopher Brady / 201 E. Hwy 260 Payson AZ 85541	10/29/20	Served				McDaniel
10/29/20	Order of Protection	P0400PO202000060	Gila County Superior Court	Protected Information	Joshua King	Joshua King / 13313 W Tuckey Ln Glendale AZ 85307	Joshua King / 108 W Main St Payson AZ 85541	10/29/20	Served				Montgomery
10/29/20	Injunction Against Harassment	J1102PO2020000107	Casa Grande Justice Court	Protected Information	Dustin Perryman	Dustin Perryman / 207 N. Titel St Payson AZ 85541	Dustin Perryman / 207 N. Titel St Payson AZ 85541	10/29/20	Served				McDaniel
10/30/20	Summons	J0404CM2020000241	Payson Regional Justice Court	State of Arizona	Cody Martin	Cody Martin / 8150 W. Barranca Rd Mesa Del Payson AZ 85541	Cody Martin / 8150 W. Barranca Rd Mesa Del Payson AZ 85541	10/30/20	Served			24.0	Montgomery
10/30/20	Summons	M0444CM2020012338	Payson Magistrate Court	State of Arizona	Sabrina Pinto	Sabrina Pinto / 1408 N Alpine Hights Payson AZ 85541	Phone Call	10/30/20	Attempted				Montgomery
10/30/20	Summons	M0444CM2020012335	Payson Magistrate Court	State of Arizona	Ethan Johnson	Ethan Johnson / 509 W Summit St Payson AZ 85541	Phone Call	10/30/20	Attempted				Montgomery
10/30/20	Response to Petition for Dissolution of Marriage	DO202000243	Gila County Superior Court	Jake Cordova	Janet Cordova	Jake Cordova / 16 N Star Vale Dr #13 Star Valley AZ 85541	Jake Cordova / 16 N Star Vale Dr #13 Star Valley AZ 85541	10/30/20	Served				Montgomery

BILLING PERIOD October 2020

Preparer Signature: Kimberly Priest Title Constable Clerk
Approved Signature: [Signature] 10/18 Title _____

TREASURER By _____ Date 11/9/20

ARF-6342

Executive Session Item 6. A.

Regular BOS Meeting

Meeting Date: 12/01/2020

Submitted For: James Menlove, County Manager

Submitted By: James Menlove, County Manager

Department: County Manager

Fiscal Year: 2020-2021

Budgeted?: Yes

Contract Dates Jan. 1, 2021 - Dec

Grant?: No

Begin & End: 31, 2024

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Gila County Manager Employment Contract between Gila County and W. James Menlove, CPA, CPM

Background Information

The Employment Contract for County Manager W. James Menlove expires on December 31, 2020. Mr. Menlove has been the Gila County Manager since July 1, 2017.

The members of the Gila County Board of Supervisors desire the services of an experienced professional to oversee the day-to-day operations of County government under their purview; implement their directives and policies; lead county-wide strategic planning, programs, and initiatives; and provide them with the information necessary to properly assess the financial condition of County government and the efficiency and effectiveness of County services. W. James Menlove is an experienced professional in local Arizona government management who possesses the skills and abilities to lead strategic, county-wide programs and initiatives and to oversee the day-to-day operations of Gila County government. Mr. Menlove is the current County Manager; therefore, the Board desires to continue to preserve stability and continuity, and promote independent and professional administration by engaging Mr. Menlove in a four-year employment agreement.

Evaluation

County Manager is a critical position in the Gila County government. To preserve stability and maintain continuity, it is important to have an experienced professional in this position and to have a statement of the mutual commitment of the parties to the financial and operational well-being of Gila County government on behalf of the citizens of Gila County.

Conclusion

It is in the best interests of Gila County to engage W. James Menlove as its County Manager for a four-year term commencing January 1, 2021 and concluding December 31, 2024.

Recommendation

It is in the best interests of Gila County to engage W. James Menlove as its County Manager for a four-year term commencing January 1, 2021 and concluding December 31, 2024.

Suggested Motion

Pursuant to A.R.S. § 38-431.03 (1), vote to convene in executive session to discuss and consider a proposed four-year employment contract between Gila County and W. James Menlove for the period January 1, 2021, through December 31, 2024. **(Woody Cline)**

Attachments

No file(s) attached.
