

PURSUANT TO A.R.S. § 38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD A MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). THE MEETING IS ALSO TELEVISED TO THE GILA COUNTY COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 610 E. HIGHWAY 260, PAYSON, ARIZONA.

NOTE: Per the most recent guidelines from the federal government regarding COVID-19 and to protect citizens, no citizens will be allowed in the Board of Supervisors' hearing room at the Globe Courthouse or at the County Complex, Board of Supervisors' conference room in Payson. The only exception to this statement is for public hearings. Citizens may attend the public hearing in person, one at a time, in Globe or in Payson to provide comments. A face mask must be worn while in the building; however, it may be removed while addressing the Board of Supervisors.

Citizens may watch the Board meeting live-streamed at:

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

Citizens may submit written comments related to the April 20th Regular Meeting agenda by no later than 5 p.m. on Monday, April 19th, by emailing 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, APRIL 20, 2021 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to approve the Superior Court's submission of the fiscal year 2022 Field Trainer Grant Application to the Court Services Division, Administrative Office of the Courts, in the amount of \$25,000. **(Jon Bearup)**
 - B. Information/Discussion/Action to adopt Resolution No. 21-04-03 accepting a Grant of Easement for that portion of Old Rye Road recorded as Fee No. 2021-001331, Gila County Records, and shown as Easement No. 2 on Record of Survey Map No. 5317, Gila County Records; establishing the road as a primitive road; accepting it into the Gila County Primitive Roads System; and authorizing the

execution of the Primitive Road Easement. **(Steve Sanders)**

- C. Information/Discussion/Action to approve Intergovernmental Agreement (IGA) No. 012621 with the Town of Miami whereby Gila County will provide maintenance of Mackey Camp Road for the period of one calendar year after the execution of the IGA with up to three additional one-year extensions by mutual agreement of the parties. **(Steve Sanders)**
- D. Information/Discussion/Action to approve the use of a Cooperative Purchasing Agreement between the City of Flagstaff Cooperative and Governmentjobs.com, Inc. dba NEOGOV in an amount not to exceed \$46,366.10 to utilize NEOGOV's applicant tracking system for 36 months. **(Allyn Bulzomi)**
- E. Information/Discussion/Action to approve Amendment No. 2 to Service Agreement No. 022419 with Advantage Home Performance to extend the term of the contract for one additional year from April 2, 2021, to April 1, 2022; increase the contract amount by \$124,897 for a new not to exceed contract amount of \$374,436; and add language pertaining to the Israel Boycott Certification. **(Malissa Buzan)**
- F. Information/Discussion/Action to approve the Intergovernmental Agreement (Economic Development Grant) between Gila County and the Tonto Natural Resource Conservation District (Tonto NRCD) whereby the County will disburse \$30,000 to the Tonto NRCD for the term of January 1, 2021, to December 31, 2021, to assist with the grant match requirement for the U.S. Forest Service monitoring funds for the continuation of the Reading the Range monitoring program in Gila County. **(James Menlove)**

G. Information/Discussion/Action to adopt Resolution No. 21-04-04 in support of the gaming grant application in the amount of \$18,921.80 submitted by the Hellsgate Fire District to the Fort McDowell Yavapai Nation to purchase six new mobile radios. **(Mary Springer)**

H. Information/Discussion/Action to adopt Resolution No. 21-04-05 in support of a grant application in the amount of \$34,602.78 that is being submitted to the Fort McDowell Yavapai Nation by the Pine-Strawberry Fire District (PSFD); authorizing Gila County to act as the fiscal agent for the PSFD; and agreeing to accept funding from the Fort McDowell Yavapai Nation on behalf of the PSFD. **(Mary Springer)**

I. **(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)**

Information/Discussion/Action to approve a Library Service Agreement with the San Carlos Apache Tribe for the San Carlos Public Library for the period July 1, 2020, to June 30, 2021. **(Elaine Votruba) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

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 Republican Party Precinct Committeemen in Gila County: Denise Bacon - Payson #1 Precinct; Darla Carlisle - Payson #2 Precinct; Christine A. Ray - Pine Strawberry East Precinct; Zachary Shane Geesling - Pine Strawberry West Precinct; Priscilla Yannina Brewer - Star Valley Precinct; Dinah Lundell - Star Valley Precinct; Scott B. DeLaurentis - Star Valley Precinct; Patti

Jo Dremmler - Tonto Basin Precinct; and Randy Scott Roberson - Tonto Basin Precinct.

- B. Appointment of the following Democratic Party Precinct Committeemen in Gila County: Carol Marie Waymire - Payson #8 Precinct and Karolyn Jean Switzer - Payson #8 Precinct.
- C. Approval of the Application for an Extension of Premises/Patio Permit submitted by Albert Keehn to temporarily extend the premises where liquor is permitted to be served at the Sportsman's Chalet located in Strawberry.
- D. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 206-19-118 to Courtney Odom.
- E. Acknowledgement of the re-election of Johnny Holmes to the Public Safety Retirement System (PSPRS) Local Board of Directors for the term which ends on December 31, 2024.
- F. Approval of the Board of Supervisors' April 6, 2021 meeting minutes.
- G. Approval of the monthly activity reports submitted by the Human Resources Department for March 2021.
- H. Approval of finance reports/demands/transfers for the reporting period of March 1, 2021 to March 31, 2021.
- I. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the month of March.

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

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

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

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

ARF-6555

Regular Agenda Item 2. A.

Regular BOS Meeting

Meeting Date: 04/20/2021

Submitted For: Jonathan Bearup, Court Administrator

Submitted By: Jonathan Bearup, Court Administrator

Department: Superior Court Division: Superior Court Administration

Information

Request/Subject

The Superior Court is requesting Board of Supervisors' approval on its Fiscal Year 2022 Field Trainer Grant Application.

Background Information

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

Evaluation

The Gila County courts, at all levels, continue to experience the introduction of important and intensive automation projects. The AOC launched "AZPOINT", an automated platform for the filing of protective orders; training and support continue as this platform expands.

The courts' electronic filing and document retrieval systems have expanded to nearly all case types. Training for staff and judicial officers are extremely important to the success of this transition.

The Superior Court believes that a Field Trainer will greatly assist with diffusing the necessary knowledge and conducting the appropriate training to ensure successful implementation of these items. Additionally, the Field Trainer serves as the County (Courts') Training Coordinator and is responsible for presenting training opportunities for all staff to comply with the continuing judicial education mandate, "COJET". Lastly, the Field Trainer also serves as a conduit to provide feedback and requests for assistance to the State-level.

Conclusion

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

Recommendation

The Superior Court recommends that the Board of Supervisors' approve the fiscal year 2022 Field Trainer Grant Application that will be submitted to the Court Services Division, AOC.

Suggested Motion

Information/Discussion/Action to approve the Superior Court's submission of the fiscal year 2022 Field Trainer Grant Application to the Court Services Division, Administrative Office of the Courts, in the amount of \$25,000. **(Jon Bearup)**

Attachments

FY22 Field Trainer Grant Application

FIELD TRAINER GRANT APPLICATION

A. APPLICANT INFORMATION

1. COURT NAME: SUPERIOR COURT OF GILA COUNTY

2. CONTACT PERSON: JON BEARUP

3. TITLE: COURT ADMINISTRATOR

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

5. PHONE: (928) 402-8672

6. FAX: (928) 425-3605

7. E-MAIL ADDRESS:

JBEARUP@COURTS.AZ.GOV

8. HIRING DATE: MARCH 16, 2020

9. FUNDING PERIOD: FY22

B. BUDGET INFORMATION

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

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

C. FUNDING SOURCE

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


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

D. SIGNATURE APPROVAL

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


PRESIDING JUDGE
SUPERIOR COURT

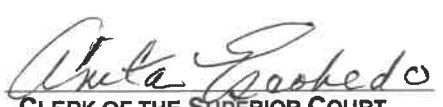
3/16/21
DATE


DESIGNATED FIELD TRAINER
SUPERVISOR

3/19/2021
DATE

Timothy M. Wright
PLEASE PRINT NAME

Jon Bearup
PLEASE PRINT NAME


CLERK OF THE SUPERIOR COURT
(IF REQUIRED)

3/19/21
DATE

COUNTY BOARD OF
SUPERVISORS (IF REQUIRED)

DATE

ANITA ESCOBEDO
PLEASE PRINT NAME

PLEASE PRINT NAME

E. SIGNATURE APPROVAL FROM PARTICIPATING COURTS

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


PRESIDING JUDGE, JUSTICE OF THE
PEACE, MAGISTRATE

3-17-2021
DATE

PRESIDING JUDGE, JUSTICE OF
THE PEACE, MAGISTRATE

DATE

Dorothy A. Little
PLEASE PRINT NAME

PLEASE PRINT NAME

Payson Justice Court
COURT

COURT


PRESIDING JUDGE, JUSTICE OF THE
PEACE, MAGISTRATE

3/19/2021
DATE

PRESIDING JUDGE, JUSTICE OF
THE PEACE, MAGISTRATE

DATE

JORDAN REARDON
PLEASE PRINT NAME

PLEASE PRINT NAME

GLOBE REGIONAL JUSTICE COURT
COURT

COURT

PRESIDING JUDGE, JUSTICE OF THE
PEACE, MAGISTRATE

DATE

PRESIDING JUDGE, JUSTICE OF
THE PEACE, MAGISTRATE

DATE

PLEASE PRINT NAME

PLEASE PRINT NAME

COURT

COURT

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

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

ADDITIONAL SIGNATURE PAGE

PRESIDING JUDGE, JUSTICE OF THE
PEACE, MAGISTRATE

DATE

PRESIDING JUDGE, JUSTICE OF
THE PEACE, MAGISTRATE

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PLEASE PRINT NAME

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PEACE, MAGISTRATE

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ARF-6544

Regular Agenda Item 2. B.

Regular BOS Meeting

Meeting Date: 04/20/2021

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

Information

Request/Subject

Adopt Resolution No. 21-04-03 designating Old Rye Road as a Primitive Road.

Background Information

A recent survey of a parcel of land adjacent to the Old Rye Road found that a portion of the road was outside of the recorded right of way described in Book 30 of Real Estate Deeds, Pages 645-646. The current owner has granted the County an easement on the portion of the road not included in Book 30 of Real Estate Deeds, Pages 645-646. The new easement was recorded at Fee No. 2021-001331, Gila County Records.

Evaluation

The Old Rye Road has been designated a primitive road and is in the County's Primitive Road System. This resolution will include the new easement area not included in Book 30 of Real Estate Deeds, Pages 645-646, and meets the requirements of Public Works Department Policy No. PWS-001 *Guidelines to Primitive Roads* which was approved by the Board of Supervisors on October 7, 2003, and revised on December 14, 2004, May 23, 2017, and February 19, 2019.

Conclusion

An easement has been granted to Gila County. Once the easement is accepted by the County, providing maintenance as described in the Primitive Road Policy will consist of grading the road a few times a year. Providing maintenance on this road will not reduce the level of service to other roads in the Gila County Maintained Roadway System.

Recommendation

The Gila County Public Works Director recommends the Board approve and adopt Resolution No. 21-04-03 accepting a roadway easement for Old Rye Road.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 21-04-03 accepting a Grant of Easement for that portion of Old Rye Road recorded as Fee No. 2021-001331, Gila County Records, and shown as Easement No. 2 on Record of Survey Map No. 5317, Gila County Records; establishing the road as a primitive road; accepting it into the Gila County Primitive Roads System; and authorizing the execution of the Primitive Road Easement. **(Steve Sanders)**

Attachments

Resolution No. 21-04-03

Grant of Easement Brownlee to Gila County

Record of Survey 5317

Book 30 Real Estate Deeds, pgs. 645-646

When recorded please send to
Marian Sheppard, BOS



RESOLUTION NO. 21-04-03

A RESOLUTION OF THE GILA COUNTY BOARD OF SUPERVISORS ACCEPTING A GRANT OF A ROADWAY EASEMENT FROM TERREA LEA BROWNLEE, TRUSTEE OF THE LIVING TRUST OF TERREA LEA BROWNLEE, AS SHOWN ON FEE NUMBER 2021-001331, GILA COUNTY RECORDS AND ALSO SHOWN AS EASEMENT NO. 2 ON RECORD OF SURVEY MAP NO. 5317, GILA COUNTY RECORDS; ESTABLISHING OLD RYE ROAD AS A PRIMITIVE ROAD; ACCEPTING SAID ROAD INTO THE GILA COUNTY PRIMITIVE ROADS SYSTEM; AND AUTHORIZING ITS CHAIRMAN TO EXECUTE THE NECESSARY DOCUMENTS ON BEHALF OF GILA COUNTY.

WHEREAS, Terrea Lea Brownlee agreed to grant Gila County a roadway easement for the purpose of a public roadway; and,

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

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

WHEREAS, the Old Rye Road was opened prior to June 13, 1990 and was not constructed in accordance with County standards; and,

WHEREAS, the Old Rye Road shall be signed as a primitive road in locations along said road to adequately warn the public; and,

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

WHEREAS, the Board of Supervisors finds that the public interest will be served by designating Old Rye Road as shown on Fee No. 2021-001331, Gila County Records, and as Easement No. 2 on Record of Survey Map No. 5317, Gila County Records, as a primitive road in accordance with A.R.S. § 28-6706;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that grant of roadway easement from Terrea Lea Brownlee, Trustee of the Living Trust of Terrea Lea Brownlee, is hereby accepted as shown on Fee No. 2021-001331, Gila County Records, and as Easement No. 2 on Record of Survey Map No. 5317, Gila County Records; it shall be designated as a Primitive Road and accepted for maintenance into the Gila County Primitive Roads System; and the Board's Chairman shall be authorized to execute the necessary documents on behalf of Gila County.

PASSED AND ADOPTED this 20th day of April 2021, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Tim R. Humphrey, Chairman

Approved as to form:

The Gila County Attorney's Office



When recorded return to:

Gila County Engineering Services
745 N. Rose Mofford Way
Globe, Arizona 85501

GRANT OF EASEMENT

Roadway Easement

For the consideration of TEN AND NO/100 DOLLARS, and other valuable consideration,

TERREA LEA BROWNLEE, as Trustee of the Living Trust of Terrea Lea Brownlee, dated November 19, 2015

the GRANTOR does hereby convey to

GILA COUNTY, a BODY POLITIC, the GRANTEE

A roadway easement, over, across, under and through for the purpose of maintaining roadway features over the following described property situate in Gila County, State of Arizona, and legally described as follows:

See Exhibit "A" attached and made part hereof

Exempt per A. R. S. section 11-1134 A-3

Dated this 25th day of January 2021



Terrea Lea Brownlee, Trustee

STATE OF ARIZONA)
) ss.
COUNTY OF GILA)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 25th day of January, 2021, by Terrea Lea Brownlee, as Trustee of the Living Trust of Terrea Lea Brownlee, dated November 19, 2015.

WITNESS my hand and official seal.

My Commission Expires: 4-11-22

Notary Public

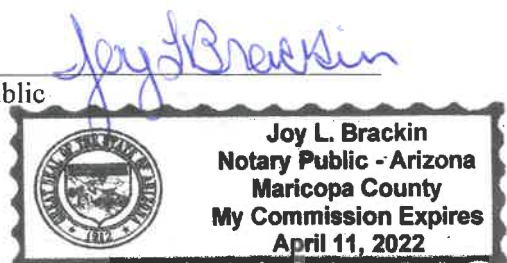




Exhibit "A"
LEGAL DESCRIPTION
Roadway Easement
(A Portion of Parcel 304-36-001E)

Gila County Public Works
Job No. GC2021-01

January 21, 2021
Page 1 of 1

That certain easement shown as Easement No. 2 lying within Parcels 4 and 5 on Record of Survey – Minor Land Division Map No. 5317, Gila County Records, being a portion of the northeast quarter of Section 10, Township 8 North, Range 10 East of the Gila and Salt River Meridian, Gila County, Arizona.

Subject easement contains an area of 1,228 square feet, or 0.028 acres, more or less.



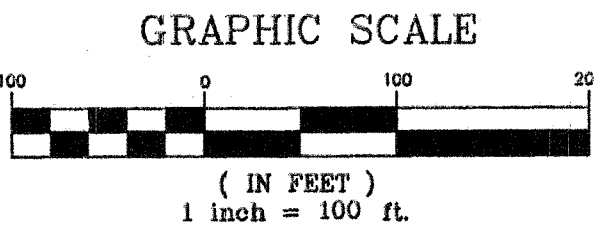
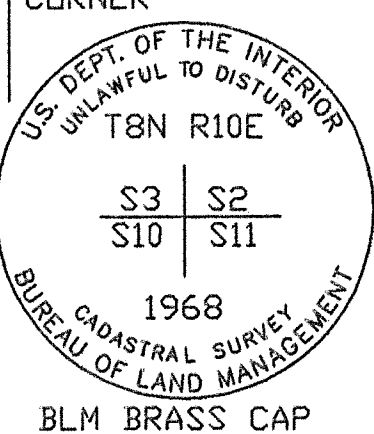
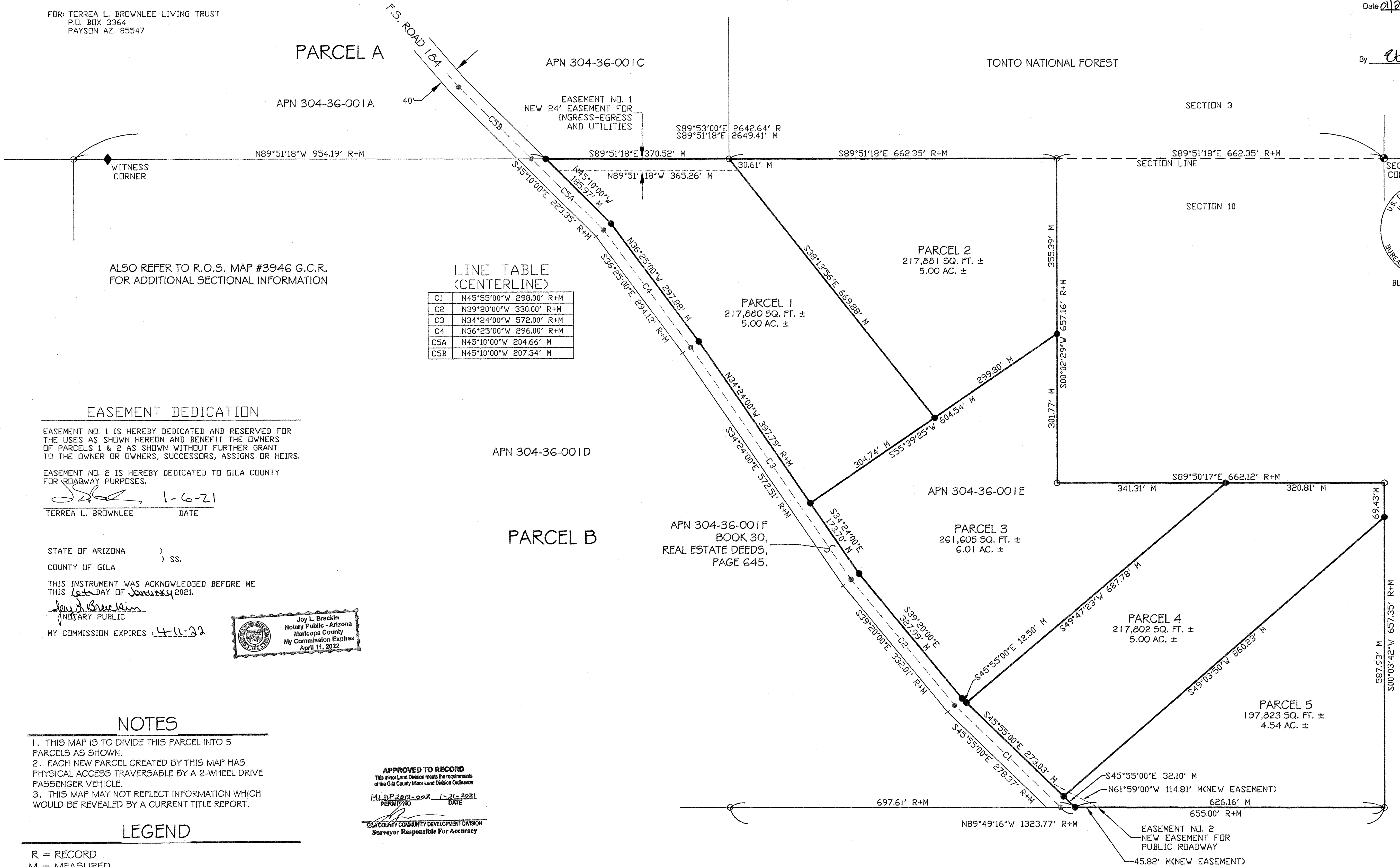
RECORD OF SURVEY-MINOR LAND DIVISION

OF A PORTION OF PARCEL B OF R.O.S. NO. 4707 G.C.R. DESCRIBED IN THE INSTRUMENT RECORDED IN FEE #2020-013003 G.C.R.
LOCATED IN THE N.E. 1/4 OF SECTION 10, TOWNSHIP 8 NORTH, RANGE 10 EAST, OF THE GILA AND SALT RIVER MERIDIAN, GILA COUNTY, ARIZONA.

FOR: TERREA L. BROWNLEE LIVING TRUST
P.O. BOX 3364
PAYSON AZ. 85547



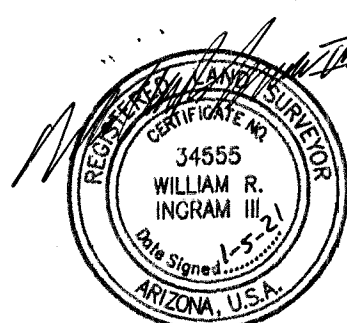
Gila County, Arizona
I certify that the within instrument
was filed and recorded at the request of
Terry L Brownlee Living Trust
Date 01/22/21 Time 9:00 Map No. 5317
Official Records of Gila County, AZ
Witness my hand and official seal
the day and date written above
Sandra Brigham
Gila County Recorder
By CH Fee # 2021-000891



GOLDEN RULE SURVEYING LLC



P.O. BOX 3360
PAYSON, ARIZONA 85547
PHONE (928)474-3377



JOB NAME: FEE #2020-013003 G.C.R.
APN 304-36-001E
DESCRIPTION: MINOR LAND DIVISION

SCALE: 1" = 100' VERT: NONE
DATE: 11-30-20
JOB NUMBER: 20079 SHEET: 1 OF 1

615

corporation organized and existing under and by virtue of the laws of the State of Arizona, for and in consideration of the sum of Three Hundred (\$300.00) Dollars, to it in hand paid by Bedford Carter of Claypool, Arizona, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does hereby grant, bargain, sell and convey unto the said Bedford Carter, his heirs, successors and assigns, forever, all those certain pieces and parcels of land, situate in Inspiration Townsite, in the County of Gila, State of Arizona, particularly described as follows, to-wit: Lots Number Twenty-three and Twenty-four (23 and 24) in Block Number Eight (8) as the same appears upon the map of said Townsite on file and of record in the office of the County Recorder of Gila County aforesaid, to which map and the record thereof, reference is hereby made for a more full and particular description of said premises;

Reserving and excepting, however, from the operation of this deed, the exclusive right, easement, franchise, right of way, and use of all the streets of said Townsite, and particularly that part of said streets adjoining the premises above conveyed, for telephone, telegraph, light and power lines, water and gas mains, sewers, car lines and electric rail-ways;

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Bedford Carter, his heirs, successors and assigns forever;

And the said Miami-Inspiration Townsite Company, subject to the aforesaid excep-tions and reservations, hereby warrants the title to the said premises unto the said Bedford Carter, his heirs, successors and assigns, against all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the said Miami-Inspiration Townsite Company has caused its corporate name to be hereunto subscribed by its President, and its corporate seal, attested by its Secretary, to be hereunto affixed this 21st day of September 1922.

(SEAL: Miami-Inspiration)
(Townsite Company, Incorporated)
(Feb'y. 1913.)

Miami-Inspiration Townsite Company,
By its Vice President, H. H. Pratt.

Attest: J. D. Wick, Jr., Secretary.

STATE OF ARIZONA,) ss.
County of Gila.)

This instrument was acknowledged before me this 26th day of Sept 1922, by H. H. Pratt as Vice President, and by J. D. Wick, Jr as Secretary, of Miami-Inspiration Townsite Company, a corporation.
My Commission Expires July 29th, 1923.

(SEAL: S. C. Bradford Notary)
(Public Gila County, Arizona.)

S. C. Bradford,
Notary Public, Gila County, Arizona.

Filed and recorded at the request of Bedford Carter October 19th, A. D. 1922
at 35 minutes past 10 o'clock A. M.

E. T. Stewart, County Recorder.
By M. L. Harrison, Deputy Recorder.

62189
\$.50 Revenue Stamp Cancelled 10-23-22.

D E E D.

For the consideration of ONE HUNDRED EIGHTY EIGHT and 50/100 DOLLARS, Frank Holder and Naomia Holder, his wife, hereby grant and convey to the COUNTY OF GILA, in the State of Arizona, the following described land situate in Gila County, Arizona, to-wit:

A strip of land 40 feet in width which center line is described as follows:
Commencing at a point 695 feet West of the S. E. Corner of W. E. $\frac{1}{4}$ W. E. $\frac{1}{4}$ Sec. 10 T. 8 N. R. 10 E., running thence N. 45 degrees 55' W. 298 feet; thence N. 39 degrees 20' West. 330 feet; thence N. 34 degrees 24' W. 572 feet; thence N. 36 degrees 25' W. 296 feet; thence N. 45 degrees 10' W. 412 feet; thence N. 40 degrees 30' West 152 feet; thence N. 33 degrees 17' W. 988 feet; thence N. 34 degrees 00' West. 850 feet and thence N. 16 degrees 30' W. 210 feet to a point 165 feet East of the N. W. Corner of the S. E. $\frac{1}{4}$ N. E. $\frac{1}{4}$ - S W $\frac{1}{4}$ of Section 3 T. 8 N. R. 10 E. Containing an area of 3.77 acres.

Dated this 2nd day of July Sept. 1922.

Frank Holder.
Naomia M. Holder.

648
STATE OF ARIZONA,) ss.
COUNTY OF GILA.)

This instrument was acknowledged before me this 2nd day of July Sept. 1922.
by FRANK ROLDER and LACMIA ROLDER, his wife.
My commission expires Dec. 15, 1925.

Ralph Hubert, Notary Public.

(SEAL: Ralph Hubert Notary)
(Public Gila County, Arizona.)

Filed and recorded at the request of F. L. Gates on the 23 day of October
A. D. 1922 at 45 minutes past 11 o'clock A. M.

E. T. Stewart, County Recorder.
By M. L. Harrison, Deputy Recorder.

52190

D E E D.

For the consideration of ONE HUNDRED SEVEN AND 50/100 Dollars, Harry Brown and Polly H. Brown, his wife, hereby grant and convey to the County of Gila, in the State of Arizona, the following described land situate in Gila County, Arizona, to-wit:

A strip of land 40 feet in width which center line is described as follows:
Commencing at a point 251 feet N. of S. E. corner of N. W. $\frac{1}{4}$ of S. W. $\frac{1}{4}$ of Section 11 T. 8 N.R. 10 E., running thence N. 47 degrees 20' W. 134.2 feet; thence N. 80 degrees 30' W. 510.5 feet; thence N. 32 degrees 30' W. 61.8 feet; thence N. 16 degrees 50' W. 120 feet; thence N. 15 degrees 30' W. 170.0 feet; thence N. 19 degrees 30' W. 174 feet; thence N. 31 degrees 35' W. 475.0 feet; thence N. 25 degrees 05' W. 165 feet; thence N. 30 degrees 40' W. 438.0 feet; thence N. 27 degrees 55' W. 123.0 feet to a point 100 feet west of the N. E. corner of S. E. $\frac{1}{4}$ S. W. $\frac{1}{4}$ of Section 10, T. 8 N. R. 10 E. containing an area of 2.15 acres.

Dated this 5th day of July Sept, 1922.

J. H. Brown
Polly H. Brown.

STATE OF ARIZONA,) ss.
COUNTY OF GILA.)

This instrument was acknowledged before me this 5th day of July Sept, 1922,
by HARRY BROWN and Polly H. Brown, his wife.
My commission expires June 25, 1924.

J. E. Lynn, Notary Public.

(SEAL: J. E. Lynn Notary)
(Public Gila County, Arizona.)

Filed and recorded at the request of F. L. Gates on the 23 day of October
A. D. 1922 at 45 minutes past 11 o'clock A. M.

E. T. Stewart, County Recorder.
By M. L. Harrison, Deputy Recorder.

ARF-6530

Regular Agenda Item 2. C.

Regular BOS Meeting

Meeting Date: 04/20/2021

Submitted For: Steve Sanders, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Public Works

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 04-06-21 to 04-05-22

Grant?: No

Begin & End:

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of Intergovernmental Agreement (IGA) No. 012621 with the Town of Miami for maintenance of S. Mackey Camp Road, in an area west of Miami.

Background Information

S. Mackey Camp Road is approximately 2160 feet in length lying both in unincorporated Gila County and in the town limits of Miami. Residents have requested maintenance from the Town and County on the road. The road crosses numerous parcels of private land. Easements will need to be granted to the County prior to any maintenance of the road.

Evaluation

Gila County staff and Town of Miami staff met and decided that if easements were given for the maintenance of the road, the Town would pay to maintain the road inside the Town boundary and the County would pay for maintenance outside of the Town limits. Maintenance would consist of grading the road one time a year. Specific details are included in the IGA.

Conclusion

The approval of this IGA will allow the Town and the County to maintain the road on an annual basis once all easements are acquired.

Recommendation

The Public Works Department Director recommends the approval of Intergovernmental Agreement No. 012621 with the Town of Miami for maintenance of S. Mackey Camp Road in an area west of Miami.

Suggested Motion

Information/Discussion/Action to approve Intergovernmental Agreement (IGA) No. 012621 with the Town of Miami whereby Gila County will provide maintenance of Mackey Camp Road for the period of one calendar year after the execution of the IGA with up to three additional one-year extensions by mutual agreement of the parties. **(Steve Sanders)**

Attachments

IGA No. 012621-Town of Miami

INTERGOVERNMENTAL AGREEMENT NO. 012621

**BETWEEN
GILA COUNTY
AND
TOWN OF MIAMI**

THIS AGREEMENT is made and entered into effective this _____ day of _____, 2021, by and between Gila County, hereinafter referred to as "County" and the Town of Miami, hereinafter referred to as "the TOWN".

RECITALS

WHEREAS, Mackey Camp Road, as more fully described in Exhibit A attached hereto and incorporated by this reference, is partially located inside the Miami Town limits (the "Road").

WHEREAS, the parties desire to enter into an agreement whereby the County shall provide road maintenance for the road that lies in both the unincorporated area of Gila County and inside the Miami town limits; and

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

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

- A. The TOWN authorizes the County to provide road maintenance of that portion of the Road located inside the Miami Town limits.
- B. Easements from all property owners along the road will need to be acquired prior to any maintenance of the Road. The Road will be maintained under Gila County Policy PWS-001 Guidelines to Primitive Roads.
- C. The IGA will not become effective until all easements have been acquired and recorded with the Gila County Recorder's Office.
- D. The Road lies in both the unincorporated area of Gila County and inside the Miami Town limits.
- E. The Road is 2160 feet in length with 1300 feet being inside the Miami Town limits and 860 feet outside the Town limits. For ease of calculation a 60%-40% split will be used.
- F. Initial Term. This Intergovernmental Agreement shall become effective when fully executed, by and under the authority of the governing body of each Party's jurisdiction, the initial term shall be for one year from the effective date.

- G. Automatic Renewal. Upon the expiration of the Initial Term, this Intergovernmental Agreement shall be automatically renewed from year to year thereafter, unless either Party provides written notice to the other Party on or before thirty days expiration of the current term, stating the Party's intent not to renew this Intergovernmental Agreement upon the expiration of the applicable term.
- H. Payment. Each entity will be responsible for any and all costs for maintenance of the Road within their jurisdiction. The County will invoice the previous month's maintenance by, on or about the beginning of each month. Payment will be made by the Town on or about the 15th day of each month.
- I. Initial maintenance cost is \$23,262.00, which includes hauling, laying, and grading material. The Town will be responsible for 60% of this cost and the County for the remaining 40%.
- J. Annual maintenance will be performed once per year and consist of routine grading at a cost of \$99.00 per hour. Any additional grading work will be billed at current labor and equipment rates for Gila County. Routine grading of the Road is expected to take two hours
- K. The Town will be responsible for 60% annual maintenance costs and County will be responsible for the remaining 40% for the duration of this Intergovernmental Agreement.

Notices

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

Town of Miami
Attn: Town Manager
500 W. Sullivan Street
Miami, Arizona 85539

Gila County Board of Supervisors
Attn: James Menlove
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. **Indemnification:** To the extent permitted by law, the Town shall indemnify, defend and hold harmless, County, its officers, employees agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault, or negligence by the Town, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement. To the extent permitted by law, the County shall indemnify, defend and hold harmless, Town, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault, or negligence by the County, its agents, employees or anyone under its direction or control or on its behalf in connections with performance of this Agreement. The terms of this section shall survive termination of this Agreement.
2. **Cancellation:** This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.

3. **Compliance with All Laws:** The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
4. **Entire Agreement:** This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
5. **Non-Appropriation:** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the Town does not appropriate sufficient monies for the purpose of maintaining this Agreement.
6. **Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program.

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

7. **Workers Compensation Coverage.** The parties agree that pursuant to A.R.S. § 23-1022(D), employees of each party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other party pursuant to this Intergovernmental agreement are deemed to be employees of both parties, for the purposes of A.R.S. § 23-1022. The primary employer of each employee performing services under this Intergovernmental Agreement shall be solely liable for the payment of workers' compensation benefits. Further, pursuant to A.R.S. § 23-1022(E), each party agrees to post a notice pursuant to the provisions of § 23-906, in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an Intergovernmental Agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."

7. Finances and Budgetary Matters: Pursuant to A.R.S. §11-952(B)(3), the establishment and maintenance of a budget for this Intergovernmental Agreement, and the financing for it, shall be approved annually by the County and the Town through its respective board or council; financing may include commitment of general funds, grant funds, or other available financing.

8. Notices and Contact List

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

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

Tim R. Humphrey, Chairman
Gila County Board of Supervisors

THE TOWN OF MIAMI

S. Gonzalez
Mayor Town of Miami

ATTEST

Marian Sheppard, Clerk of the Board

Karen Norris
Karen Norris, Clerk Town of Miami

APPROVED AS TO FORM

The Gila County Attorney's Office

[Signature]
Town Attorney

ARF-6561

Regular Agenda Item 2. D.

Regular BOS Meeting

Meeting Date: 04/20/2021

Submitted For: Allyn Bulzomi, HR and Risk Management
Director-Interim

Submitted By: Betty Hurst, Contracts Administrator

Department: Human Resources

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 36 month from

Grant?: No

Begin & End: signature

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Approval to use the City of Flagstaff Contract No. 2020-119 with Governmentjobs.com, Inc. dba NEOGOV.

Background Information

Gila County's current application process is basically manual. Applications are downloaded from our system, filled out, and emailed or hand-delivered to the Human Resources Department. This semi-manual process may cause potential applicants to not apply.

Automated Applicant Tracking Systems, such as NEOGOV, have become the standard for most counties. Currently, NEOGOV is being used in seven Arizona counties and over 30 Arizona colleges, cities, and towns. More than 6,000 public sector and educational institutions in the United States recruit, select and hire using NEOGOV.

Evaluation

Built to serve the public sector, NEOGOV's applicant tracking system automates the hiring process and meets compliance requirements. With easy-to-use job application templates and an applicant self-service portal, NEOGOV makes it easier to find and hire more qualified candidates. With NEOGOV, the hiring team can quickly and easily manage all applicants and access recruitment data throughout the application process. GovernmentJobs.com, an integrated online job board, allows a broader reach for advertising to job seekers nationwide. The cost to use

NEOGOV's applicant tracking system will be \$6,000 for the first year, whereby implementation and training of the system will be provided. Also in year one, CTT Bundle: FTE 600-649; Insight Enterprise Subscription (IN); GovernmentJobs.com Subscription; Candidate Texting (CTM); and New Hire Integration (NHI) will be provided at no cost. For year two, the cost of the CTT Bundle: FTE 600-649, IN, GJC, CTM, and NHI will be \$20,183.05, and the same will apply for year three. The total cost of this 36-month contract will be 46,366.10.

Conclusion

Moving Gila County to an automated applicant tracking system would enhance current recruitment and selection efforts. Automated systems remove many obstacles to employment.

Recommendation

The Interim Human Resources Director recommends approval of a contract with NEOGOV for a three-year term.

Suggested Motion

Information/Discussion/Action to approve the use of a Cooperative Purchasing Agreement between the City of Flagstaff Cooperative and Governmentjobs.com, Inc. dba NEOGOV in an amount not to exceed \$46,366.10 to utilize NEOGOV's applicant tracking system for 36 months.

(Allyn Bulzomi)

Attachments

NeoGov Service Agreement

City of Flagstaff, signed contract

NeoGov Slide Presentation

NEOGOV:		Customer Name & Address:	
Governmentjobs.com, Inc. (dba "NEOGOV") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 accounting@neogov.com		Gila, County of (AZ) 1400 E. Ash St. Globe, AZ 85501	
Quote Creation Date:	March 18th, 2021	Contact Name:	Erica Raymond
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	eraymond@gilacountyaz.gov
Payment Terms	Annual. Net 30 from NEOGOV invoice.		
Fee Summary			
Service Description		Term	Term Fees
CTT Bundle: FTE 600-649 Insight Enterprise Subscription (IN) GovernmentJobs.com Subscription (GJC) Candidate Texting (CTM) New Hire Integration (NHI) (-Tyler Tech)		Year 1	\$0.00
Professional Services – Implementation and Training		1 year	\$6,000.00
CTT Bundle: FTE 600-649 Insight Enterprise Subscription (IN) GovernmentJobs.com Subscription (GJC) Candidate Texting (CTM) New Hire Integration (NHI) (-Tyler Tech)		Year 2	\$20,183.05
CTT Bundle: FTE 600-649 Insight Enterprise Subscription (IN) GovernmentJobs.com Subscription (GJC) Candidate Texting (CTM) New Hire Integration (NHI) (-Tyler Tech)		Year 3	\$20,183.05
		3 Year Contract Total:	\$46,366.10

A. Terms and Conditions


1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated, all SaaS Subscriptions shall commence on the Effective Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).



1. Initial Term: 36 months
2. IN, GJ, CTM, NHI Initial Term Subscription Fees shall be invoiced up-front in one sum and due net 30 from NEOGOV invoice.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name: Gila, County of (AZ)	
Signature: _____	Signature:  _____
Print Name:	Print Name: <i>John Closs</i>
Date:	Date:

NEOGOV™

1. Initial Term: 36 months
2. Year 1 Professional Service Fees shall be invoiced on the Effective Date and shall be due net 30 from Customer receipt of NEOGOV invoice.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer		Governmentjobs.com, Inc. (DBA "NEOGOV")	
Entity Name:	Gila, County of (AZ)		
Signature:	_____	Signature:	_____
Print Name:		Print Name:	
Date:		Date:	

GILA COUNTY

Tim R. Humphrey, Chairman of the Board

ATTEST:

Marian E. Sheppard, Clerk of the Board

APPROVED AS TO FORM:

The Gila County Attorney's Office

COOPERATIVE PURCHASE CONTRACT

Contract No. 2020-119

This Cooperative Purchase Contract is made and entered into this 1st day of May, 2020 by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Governmentjobs.com, Inc., a California Corporation, DBA NEOGOV ("Contractor").

RECITALS:

- A. Contractor has a contract with the Town of Camp Verde to supply materials and/or services ("Agency Contract"), which was awarded through a competitive and open procurement process; and
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

- 1. Materials and or Services Purchased: Contractor shall provide to City the materials and or services, as specified in the Purchase Order(s) submitted by the City in accordance with the Agency Contract. General description of materials and or services being purchased:

PERFORMANCE MANAGEMENT SYSTEM

- 2. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Purchase Order(s) submitted to Contractor or Exhibit A attached hereto and incorporated by reference.
- 3. Compensation: In consideration for the Contractor's satisfactory performance, City shall pay Contractor a sum twenty-seven thousand nine hundred thirty-three dollars and zero cents (\$27,933.00). Any price adjustment must be approved by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) may approve an adjustment if the annual Contract price is less than \$50,000; otherwise City Council approval is required.
- 4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. The Agency Contract documents are set forth in Exhibit B attached hereto and incorporated by reference. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract.
- 5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. Prior to commencing performance under this Contract, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.

6. Term: This Cooperative Purchase Contract shall commence upon execution by the parties and shall continue until expiration or termination of the underlying Agency Contract, unless sooner terminated by City in writing.
7. Renewal: This Cooperative Purchase Contract shall be automatically renewed if the underlying Agency Contract is renewed, for the same renewal period, unless City provides advance written notice to Contractor of its intention to non-renew.

CONTRACTOR:

By: 

Title: Controller

CITY OF FLAGSTAFF

By: _____

Title: Greg Clifton, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Christina A. Parry for
City Attorney's Office

EXHIBIT A
SPECIFIC REQUIREMENTS OF CITY

See Attached Quote

Notices: All notices to City shall be sent to:

Brian Eilerts, MBA, CSSMBB
Senior Procurement Specialist
Purchasing Department
211 W. Aspen Ave.
Flagstaff, Arizona 86001
(928) 213-2275
Brian.Eilerts@flagstaffaz.gov

NEOGOV QUOTE FORM			
Governmentjobs.com, Inc. (dba "NEOGOV") 300 Continental Blvd., Suite 565 El Segundo, CA 90245 accounting@neogov.com			
Customer Information			
Customer Name:	Flagstaff, City of (AZ)	Customer Contact Name:	Jeanie Gallagher
Customer Address:	211 W Aspen Ave. Flagstaff, AZ 86001	Email Address:	Jeanie.gallagher@flagstaffaz.gov

Fee Summary			
Description of Subscriptions	SaaS Subscription Fees	Non-Recurring Professional Service Fees	Service Fee Sub-Totals
Perform Discounted (PE)	\$24,433.00 \$23,443.00	\$6,000.00 \$0.00	\$23,433.00
New Hire Integration (NHI)	\$1,500.00	\$3,000.00 \$0.00	\$1,500.00
Employee Import (EI)	\$3,000.00	\$6,000.00 \$0.00	\$3,000.00
Waived Setup fees:		(-15,000.00)	
		Order Total:	\$27,933.00

A. Agreement and Applicable Modifications to the Agreement.

1. Agreement. This Ordering Document and the Services purchased herein are governed by the terms of the Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Document available at <https://www.neogov.com/service-specifications>, as well as the Service Specifications and applicable Schedules incorporated therein.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative. This Order Form may not be modified or amended except through a written instrument signed by the parties.

B. General Terms Summary.

1. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
2. The Effective Date. This Order is made and entered into as of the date of Customer signature on this Order Document (the "Effective Date").
3. SaaS Subscription(s) Start Date. The Effective Date.
4. Billing Frequency. Annual. Net 30 from Customer receipt of NEOGOV invoice.
5. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.
6. Offer Validity. This Order is valid for 30 days from the date of Customer receipt of this Ordering Document unless extended by NEOGOV.

C. Special Conditions (if any).



IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.


Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name: Flagstaff, City of (AZ)	
Signature: _____	Signature: _____ 
Print Name: Greg Clifton, City Manager	Print Name: John Closs
Date:	Date: 4/21/2020



EXHIBIT B
AGENCY CONTRACT

Professional Services Agreement/NEOGOV Services Agreement (NSA) for the Town of Camp Verde –
Fully Executed 8/15/2019

[illegible]

NEOGOV™

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	GovernmentJobs.com, Inc. (DBA "NEOGOV")
Entity Name: <u>Town of Cambridge</u>	
Signature: <u></u>	Signature: <u></u>
Print Name: <u>RUSSELL A. MARTIN</u> <u>Town Manager</u>	Print Name: John Closs
Date: <u>8/15/19</u>	Date: 8/7/2019

NEOGOV SERVICES AGREEMENT

You agree that by placing an order through a NEOGOV standard ordering document (the “Order” or “Ordering Document”) you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc.(dba “NEOGOV”) and, where applicable, its affiliates; “Customer”, “you”, “your” means the Governmentjobs.com client, customer, or subscriber identified in the Ordering Document.

If you are placing such an Order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Ordering Document and these terms and, in such event, “you” and “your” as used in these agreement terms shall refer to such entity. “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement (the “Services Agreement”), documents incorporated herein including the applicable Ordering Document and Schedule(s), and Special Conditions (if any).

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with, and/or access its SaaS Applications, Integrations, and Professional Services (each defined below) included or ordered by Customer in the applicable Ordering Document (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Ordering Document (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription Grant.**
 - a) **SaaS Subscription.** “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order and subsequently made available by NEOGOV to customer, and associated components as described in the Service Specifications made available to Customer by NEOGOV in connection with the provision of SaaS Applications. Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) access and use, and to permit Authorized Users to access and use, the SaaS Applications specified in the Order solely for Customer’s internal purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (i) Customer employees and (ii) Customer agents, contractors, consultants, and their respective employees, all of which are pre-approved by NEOGOV.
 - b) **Delivery and Subscription Term.** NEOGOV delivers each SaaS Application by providing Customer with online access. When you access NEOGOV SaaS Applications, you are accepting it for use in accordance with this Agreement. Unless otherwise specified in an applicable Ordering Document, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. NEOGOV shall provide Customer access to the SaaS Applications within a reasonable time following the Effective Date unless otherwise agreed.
 - c) **Content License.** Should Customer purchase access to SaaS Applications containing audio-visual content (“Licensed Content”), NEOGOV grants to Customer a non-exclusive, non-transferable, and non-sublicensable license, during the applicable Term, for Authorized Users to access and view the Licensed Content within the SaaS Application. Customer shall not permit the Licensed Content to be, or appear to be, reproduced, performed, displayed, or distributed on, as part of or in connection with any website or other online area other than the SaaS Application. Customer shall not edit, alter, modify, combine with other content, or create any derivative works of the Licensed Content.
 - d) **Program Documentation.** Program Documentation shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the Services.
 - e) **Prohibited Access.** You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes.

3. Professional Services. “Professional Services” shall mean professional consulting services purchased by Customer in an applicable Ordering Document or NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. NEOGOV shall provide the Professional Services purchased in the applicable Order Form or SOW, as the case may be. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by both parties before NEOGOV shall commence work. If the parties do not execute a separate Statement of Work, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control.
4. Segmentation. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
5. Payment Terms. Unless otherwise stated in an Ordering Document, Customer shall pay all Subscription fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) within thirty (30) days of Customer’s receipt of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated “Bill To” party on the Ordering Document. Unless explicitly provided otherwise, once placed the Ordering Document is non-cancellable and sums paid nonrefundable. Subscription Fees are based upon the Customer’s employee count and the amount of Customer Data NEOGOV maintains in its systems for Customer. Customer shall not exceed the employee amount its Subscription Fees are based off of unless applicable supplemental Subscription Fees are paid. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. If Customer issues a purchase order, then it shall be for the full amount set forth in the applicable NEOGOV invoice or Ordering Document. Failure to provide NEOGOV with a corresponding purchase order shall not relieve Customer of its payment obligations. Except as otherwise specifically stated in the Ordering Document, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by giving Customer at least thirty (30) day notice prior to commencement of a Renewal Term.
6. Term and Termination.
 - a) Term. Unless otherwise specified in an applicable Ordering Document, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party’s written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer’s use of the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, or public policy.
 - c) Effect of Termination. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV intellectual property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Service Specifications. “Service Specifications” means the following documents, as applicable to the Services under your Order: Program Documentation, Service Schedules, Terms of Use, Security Statements, Retention, Cookie, and Privacy Policies. The Service Specifications describe and govern the Services. Online Service Specifications may be made available at <https://www.neogov.com/service-specifications> or provided upon Customer request. All applicable Service Specifications are incorporated into this Agreement. Excluding Service Schedules, NEOGOV may update the Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, Updates and Upgrades, and availability of third-party services.
8. Maintenance, Modifications and Support Services.
 - a) Maintenance. NEOGOV maintains NEOGOV’s hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation, software delivery, NEOGOV database security, and integrity of Customer Data stored in the NEOGOV database. Preventive system maintenance is conducted by NEOGOV from time

to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks.

- b) **Modifications, Updates, and Upgrades.** NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. “Update” means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer’s next login to the Services following an Update at no additional cost to Customer. “Upgrade” means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer’s hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - c) **Training Materials.** Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV’s pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the “Training Materials”). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
 - d) **Implementation.** For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site, unless otherwise agreed in the Ordering Document. NEOGOV personnel will provide dedicated consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and ensure Personnel grasp the system.
 - e) **Support.** Phone support for the Services is available to Customer between the hours of 6:00AM and 6:00PM, Pacific Time, Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. The length of time for a resolution of any problem is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request).
 - f) **Limitations.** Unless otherwise specified in the Ordering Document, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
9. **NEOGOV Intellectual Property.** NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV Trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. **Data Processing and Privacy.**
- a) **Customer Data.** “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel or Job Seeker Profile Data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV intellectual property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively own all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services.
 - b) **Platform Data.** “Platform Data” shall mean any data reflecting the access or use of the Services by or on behalf of Customer or any Authorized User, including any end user visit, session, impression, clickthrough or click stream data, non-personal Usage Data, Account, Log, Device, Publication, Tracking, and Transaction Data as defined in NEOGOV’s Privacy Policy, and any statistical or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. NEOGOV grants to Customer a limited, non-perpetual, non-exclusive, non-transferable, and non-sublicensable license during the Term to use and access,

and to permit Authorized Users to use and access, Platform Data of which NEOGOV makes available through the SaaS Applications solely for Customer's internal purposes.

- c) Privacy. NEOGOV shall process all data in accord with the NEOGOV Privacy Policy available at <https://www.neogov.com/privacy-policy>. The defined terms in the NEOGOV Privacy Policy shall have the same meaning in this Agreement unless otherwise specified herein.
 - d) Data Responsibilities. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, storage, security, disclosure, transfer, disposal, and other processing of any Customer Data inside and outside the Services (including any personally identifiable information), and (iv) Customer database(s). NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. NEOGOV recommends Customer backup their Customer Data outside the Services if necessary. Unless vital to provide the Services or otherwise mutually agreed in writing, Customer shall not maintain any health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.
 - e) Service Usage. NEOGOV may set forth Fees for designated levels of usage and data storage within each SaaS Application (each a "Storage Quota"), beginning with the Fees payable by Customer for the levels of usage and data storage in effect as of the Effective Date. NEOGOV will use commercially reasonable efforts to notify Customer in writing if Customer has reached 80 percent of its then current Storage Quota and Customer may increase its Storage Quota and corresponding Fee obligations in accordance with NEOGOV's then current usage price tiers. Customer acknowledges that exceeding its then-current Service Allocation may result in service degradation for Customer and other NEOGOV customers and agrees that (i) NEOGOV has no obligation to permit Customer to exceed its then-current Storage Quota and (ii) Customer is not entitled to any Service Level Credit for periods during which Customer exceeds its then-current Storage Quota, regardless of whether the Services fail to meet any availability requirement during such period.
 - f) External Breach. In the event of a security breach, as defined by applicable law, by anyone other than your employee, contractor, or agent, upon discovery of such breach, NEOGOV will: (a) initiate remedial actions that are in compliance with applicable law and consistent with industry standards; and (b) notify you of the security breach, its nature and scope, and the remedial actions NEOGOV will undertake as determined solely by NEOGOV.
 - g) Internal Breach. In the event of a security breach, as defined by applicable law, by your Personnel, Authorized, or unauthorized user, contractor or agent, you shall have sole responsibility for initiating remedial actions and you shall notify NEOGOV immediately of the breach and steps you will take to remedy the breach.
11. Nondisclosure. Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data in written, oral, electronic, magnetic, photographic, and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret, and (c) trade secrets (collectively, "Confidential Information"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party, (y) except as permitted or authorized herein or, (z) except as required by law including the Public Records Act of the Customer's State, redistribute, market, publish, disclose, or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.
12. Representations, Warranties, and Disclaimers.
- a) Service Performance Warranty. NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

- b) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND CUSTOMER’S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- c) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER’S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.
- d) Configurable Services. The Services can be used in ways that do not comply with applicable laws and it is Customer’s sole responsibility to monitor the use of the Services to ensure that such use complies with and is in accordance with applicable law. In no event shall NEOGOV be responsible or liable for Customer failure to comply with applicable law in connection with your use of the Services. NEOGOV is not responsible for any harm caused by users who were not authorized to have access to the Services but who were able to gain access because usernames, passwords, or accounts were not terminated on a timely basis by Customer.
- e) Services Do Not Constitute Advice or Credit Reporting. NEOGOV does not provide its customers with legal advice regarding compliance, data privacy, or other relevant applicable laws in the jurisdictions in which you use the Services. YOU ACKNOWLEDGE AND AGREE THAT THE SERVICES PROVIDED HEREUNDER ARE NOT INTENDED TO BE AND WILL NOT BE RELIED UPON BY YOU AS EITHER LEGAL, FINANCIAL, INSURANCE, OR TAX ADVICE. TO THE EXTENT YOU REQUIRE ANY SUCH ADVICE, YOU REPRESENT THAT YOU WILL SEEK SUCH ADVICE FROM QUALIFIED LEGAL, FINANCIAL, INSURANCE, ACCOUNTING, OR OTHER PROFESSIONALS. YOU SHOULD REVIEW APPLICABLE LAW IN ALL JURISDICTIONS WHERE YOU OPERATE AND HAVE EMPLOYEES AND CONSULT EXPERIENCED COUNSEL FOR LEGAL ADVICE. YOU ACKNOWLEDGE THAT NEOGOV IS NOT A “CONSUMER REPORTING AGENCY” AS THAT TERM IS DEFINED IN THE FAIR CREDIT REPORTING ACT AS AMENDED.
- f) No Control of HR Practices. You acknowledge that NEOGOV exercises no control over your specific human resource practices implemented using the Service or your decisions as to employment, promotion, termination, or compensation of any Personnel or Authorized User of the Service. You further agree and acknowledge that NEOGOV does not have a direct relationship with your employees and that you are responsible for all contact, questions, Customer Data updates and collection, with your employees. In addition, you are responsible for the privacy (including your own privacy policies governing your processing of Customer Data), collection, use, retention and processing of your Customer Data, and providing any and all notices and information to your employees regarding the foregoing, in compliance with all applicable laws. NEOGOV hereby disclaims all liability arising from your decisions and from harmful data or code uploaded to the Service by you and/or your employees, contractors or agents.
- g) Customer Compliance. Customer shall be responsible for ensuring that Customer’s use of the Services and the performance of Customer’s other obligations hereunder comply with all applicable rules, regulations, laws, codes, and ordinances. Customer is responsible for Customer’s information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services equipment and facilities required to access the Services. Customer shall be responsible for procuring all licenses of third-party software necessary for Customer’s use of the Services. Customer is responsible and liable for all uses of the Services, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. All users of the Services are obligated to abide by the Terms of Use available at <https://www.neogov.com/terms-of-use>. Customer shall take reasonable efforts to make all users, whether Authorized or unauthorized, aware of this Agreement’s provisions as applicable to such user’s use of the Services and shall cause users to comply with such provisions.

13. Indemnification.

- a) Indemnity. Subject to subsections (b) through (d) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, if Customer does the following:
 - i. Notifies NEOGOV promptly in writing, not later than thirty (30) days after Customer receives notice of the claim (or sooner if required by applicable law);
 - ii. Gives NEOGOV sole control of the defense and any settlement negotiations; and
 - iii. Gives NEOGOV the information, authority, and assistance NEOGOV needs to defend against or settle the claim.
- b) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- c) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights. NEOGOV will not indemnify Customer for any intellectual property infringement claim(s) known to Customer at the time subscription rights are obtained.
- d) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

14. Limitations of Liability.

- a) Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S USE OR, OR INABILITY TO USE, THE SERVICES, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, LOSS OF USE, LOSS OF GOODWILL OR BUSINESS STOPPAGE, EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- b) Limitation. WITHOUT LIMITATION OF THE PREVIOUS SECTION, EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, OR LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF NEOGOV INTELLECTUAL PROPERTY RIGHTS, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND

UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

- c) Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages represents an agreed allocation of the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by NEOGOV to Customer. Each of these provisions is severable and independent of all other provisions of this Agreement.
15. Trial and Beta Services; Integrations. To the extent Customer utilizes Trial, Beta, or NEOGOV Integration Services, the Schedules relevant to such Services found at <https://www.neogov.com/service-specifications> are incorporated herein and shall supplement the Services Agreement.
16. E-Signatures.
- a) E-Signature Provisioning & Consent. NEOGOV E-Forms and other electronically signed services (“E-Signatures”) are provided by NEOGOV for two counterparties (generally a government employer (the “sending party”) subscribing to NEOGOV Services and Personnel or Job Seekers) to electronically sign documents. If you use E-Signatures offered by NEOGOV, you agree to the statements set forth in this Section. Whenever you sign a document using E-Signatures you affirmatively consent to using electronic signatures via the E-Signatures and consent to conducting electronic business transactions. You also confirm that you are able to access the E-Signatures and the document you are signing electronically. When using E-Signatures for a document, your consent applies only to the matter(s) covered by that particular document.
 - b) Right to Opt-Out of E-Signatures. You are not required to use E-Signatures or accept electronic documents provided thereby. Personnel and Job Seekers can choose to not use E-Signatures and may sign the document manually instead by notifying the sending party they are choosing to do so and by obtaining a non-electronic copy of the document. NEOGOV assumes no responsibility for providing non-electronic documents. In the event a non-sending party elects to sign the document manually, do not use E-Signatures to sign the document.
 - c) Electronic Download. If you have signed a document electronically using E-Signatures and transmitted it back to the sending party, NEOGOV provides the opportunity to download and print a paper copy of the document at no charge. If you later withdrawn your consent to using E-Signatures, please notify the sending party and stop using E-Signatures. Note that the decision to stop using E-Signatures after you have already used it does not change the legality of the documents you have previously signed using an electronic signature.
 - d) E-Signature Validity. PLEASE NOTE THAT NEOGOV’S STATEMENTS CONTAINED HEREIN OR ELSEWHERE CONCERNING THE VALIDITY OF ELECTRONIC DOCUMENTS AND/OR THE SIGNATURE LINES OF DOCUMENTS THAT ARE ELECTRONICALLY SIGNED ARE FOR INFORMATIONAL PURPOSES ONLY; THEY SHOULD NOT BE CONSTRUED AS LEGAL ADVICE. UNDER FEDERAL AND STATE LAWS GOVERNING ELECTRONIC SIGNATURES, ELECTRONIC SIGNATURES ON CERTAIN TYPES OF AGREEMENTS ARE NOT ENFORCEABLE. NEOGOV HEREBY DISCLAIMS ANY RESPONSIBILITY FOR ENSURING THAT DOCUMENTS ELECTRONICALLY SIGNED THROUGH E-SIGNATURE’S ARE VALID OR ENFORCEABLE UNDER THE LAWS OF THE UNITED STATES OF AMERICA, ANY PARTICULAR STATE, OR ANY OTHER LEGAL JURISDICTION. YOU SHOULD CONSULT WITH LEGAL COUNSEL CONCERNING THE VALIDITY OR ENFORCEABILITY OF ANY DOCUMENT YOU MAY SIGN ELECTRONICALLY USING NEOGOV’S E-SIGNATURE’S.
17. Relay of Content. NEOGOV relays content including, but not limited to, resumes, cover letters, applications, messages, questionnaire answers, responses, offer letters, and other materials. You acknowledge that you are asking NEOGOV to send this content on your behalf. We process, monitor, review, store, and analyze such content for data analysis, quality control, enforcement of the Terms of Use, security, content moderation, and to improve the SaaS Applications. As a result, or due to technical malfunction, in certain circumstances such content may be delayed or may not be delivered to the intended recipient. NEOGOV may notify you in such an event.
18. Text Message Communications. NEOGOV may offer Job Seekers and Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of

any third parties to receive such text messages. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV's request therefor.
20. Cooperative Agreement. As permitted by law, it is understood and agreed by Customer and NEOGOV that any government entity other than Customer (the "New Entity") may purchase the services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity.
21. Publicity. Each party hereto may advertise, disclose, and publish its relationship with the other party under this Agreement.
22. Authority. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
23. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.
24. Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void.
25. Entire Agreement; Amendment. This Services Agreement and documents incorporated herein (including all Service Specifications and Schedules), the applicable Ordering Document, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Ordering Document. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Ordering Document unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Ordering Document shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Ordering Document shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Ordering Document, 3) the applicable NEOGOV Services Agreement, Service Specifications, Schedules, and other incorporated documents, 4) Customer terms and conditions (if any). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.
26. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Customer's State of residence, without giving effect to conflict of law rules.

27. Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect.
28. Survival. Provisions that survive termination or expiration are those relating to limitation of liability, payment, and others which by their nature are intended to survive.
29. Independent Contractor; Third Party Agreements. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.
30. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Ordering Document and (ii) NEOGOV at 300 Continental Blvd., Suite 565, El Segundo, CA 90245.
31. Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
32. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

Human Resources Applicant Tracking Platform from NeoGov



INTRODUCTION

The following will highlight why technology is needed to support employee management moving forward, how it will create a safer work environment and permanently bridge the gap to a hybrid or fully remote workforce.

The CARES Act and American Rescue Plan has a very simple prerequisite – to be used for funding that is in direct response to the public health emergency, COVID-19. NEOGOV's cloud-based software is designed to provide a safe, accessible and contact-free environment for our employees and constituents.

Challenge: Traditional Paper/Manual Processes

Offices that are still processing paper are at a higher risk of spreading viruses. Using the most recent COVID-19 research available, let's look at the life of a paper form as it's routed around the workplace and the potential for infecting others.

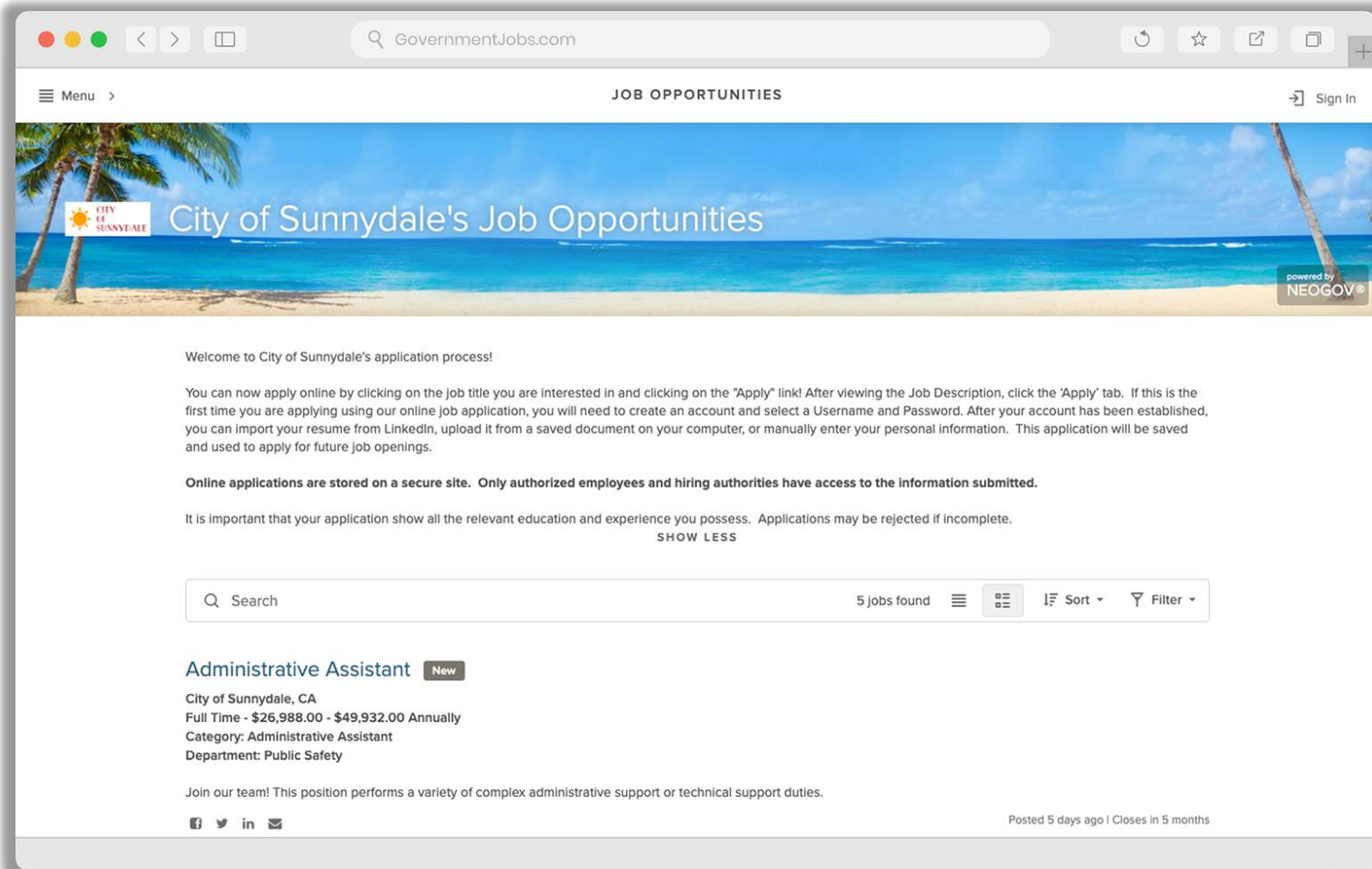


- Paper processes and manual routing have long been viewed as a method of cost savings vs a systematic approach
- All at the expense of increased efficiency, safety and continuity.



Applicant Landing Page

Configurable, mobile friendly and ADA compliant, the application page improves the applicant experience and positions your agency as an Employer of Choice.

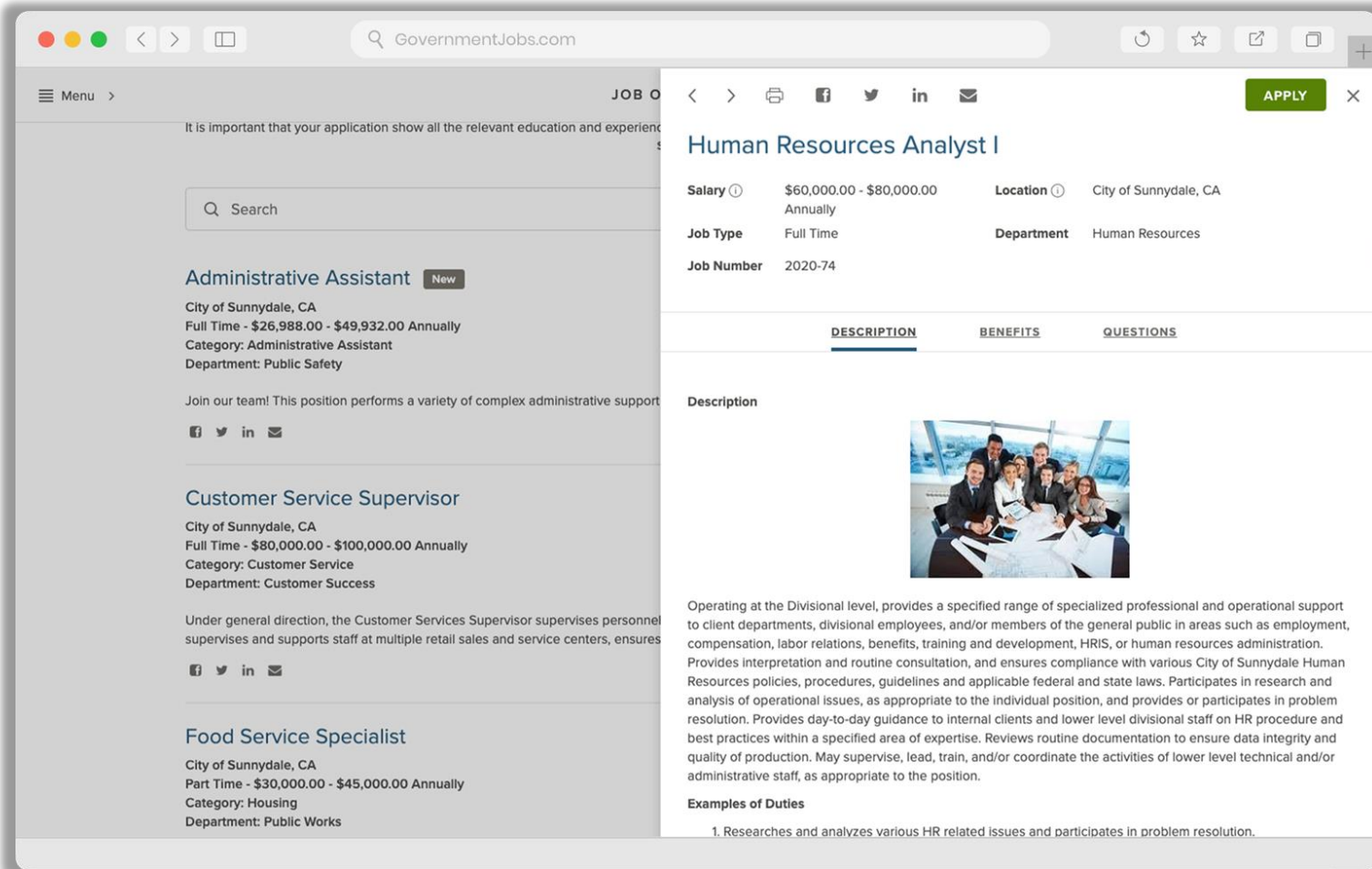


- **No. ONE US Public Sector Job Board**
Improve the quantity and quality of your applicants
- **Applicant Landing Page**
Compliant, user friendly page for your applicants
- **Job Description and Overview**
Provides easily digestible position information
- **Application Process**
Simplified and quick submission process for applicants
- **Applicant Scheduling**
Streamlines communication and reduces "telephone tag"
- **Job Interest Cards**
Applicants can keep up-to-date with current vacancies
- **Link to Social Media**
Increase vacancy awareness by pushing to social media



Job Description and Overview

Helps applicants easily preview job specifications, requirements and other important information about the position before applying.



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Application Process

Configurable electronic application process where the applicant can expedite their submission and HR can optimize the process by automatically screening for required qualifications.

The screenshot shows a web browser window with the URL GovernmentJobs.com. The page title is "Human Resources Analyst I" and the user is logged in as "Mary Andersons". The application process is shown as a series of steps: Info, Work (1), Education (2), Additional, References (1), Attachments, Questions (selected), Review, and Certify. The "Questions" section is active, showing two questions: "01 What is your gender?" and "02 What is your ethnicity?". The "Questions" step is highlighted with a green checkmark, indicating it is completed. The "Review" and "Certify" steps are also highlighted with green checkmarks, indicating they are completed. The "Info" step is highlighted with a green checkmark, indicating it is completed. The "Work (1)" step is highlighted with a green checkmark, indicating it is completed. The "Education (2)" step is highlighted with a green checkmark, indicating it is completed. The "Additional" step is highlighted with a green checkmark, indicating it is completed. The "References (1)" step is highlighted with a green checkmark, indicating it is completed. The "Attachments" step is highlighted with a green checkmark, indicating it is completed. The "Questions" step is highlighted with a green checkmark, indicating it is completed. The "Review" step is highlighted with a green checkmark, indicating it is completed. The "Certify" step is highlighted with a green checkmark, indicating it is completed.

We have used answers that you provided on a previous application to answer the questions below. Please check them thoroughly to ensure they are correct.

Agency Questions

Fields marked with an asterisk (*) are required

The purpose of the following questions is to obtain additional job related information to evaluate you for the position you are applying for or to provide us with statistics needed to evaluate our recruitment program as well as to prepare statistical reports required by Federal, State and local agencies.

01 What is your gender?

☐ Male

☒ Female

☐ I choose not to self-identify.

02 What is your ethnicity?

☐ White

☐ Black or African American

☐ Hispanic

☐ Asian

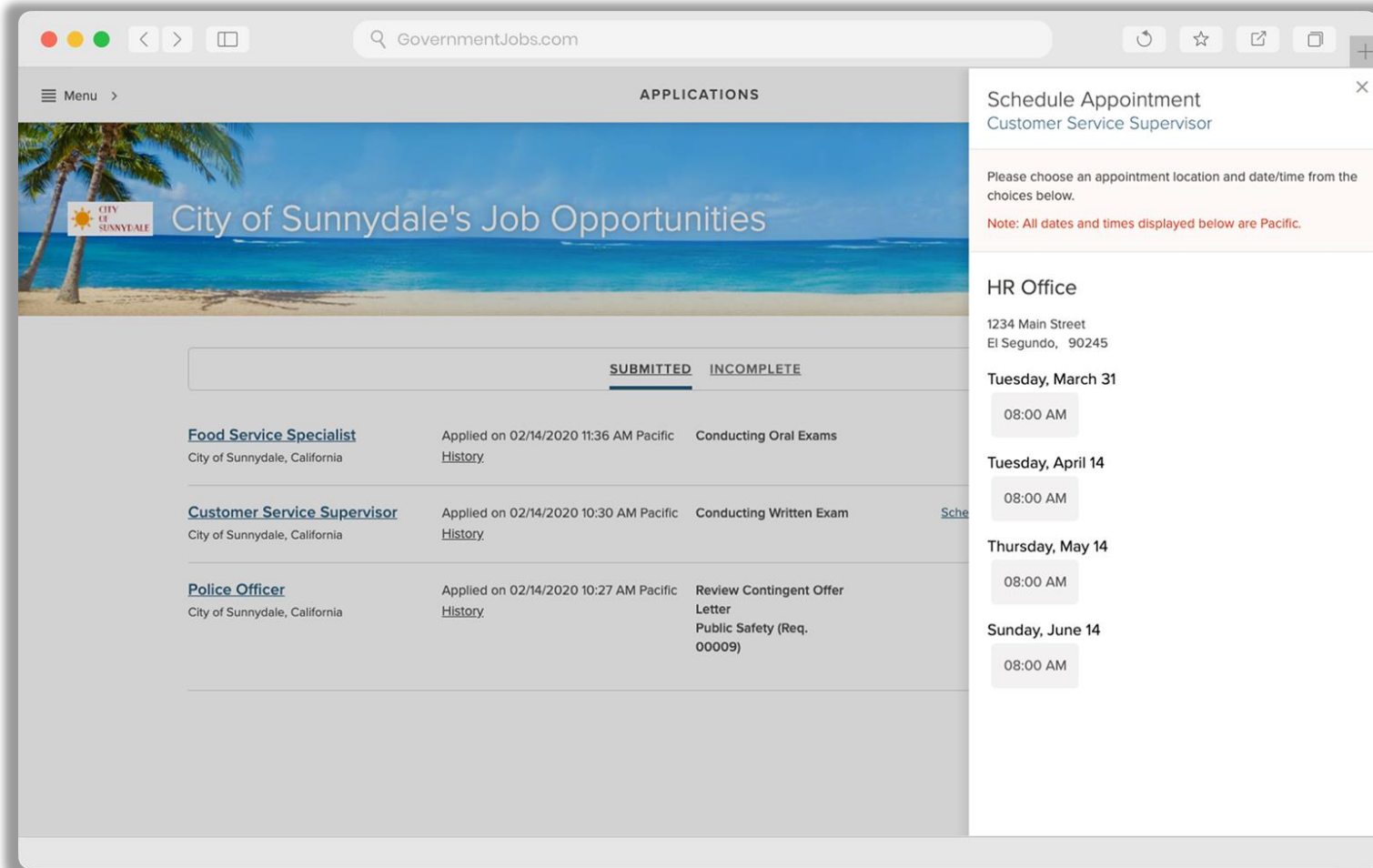
☐ Native American

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Application Scheduling

Allow applicants to self schedule interviews, tests, drug screenings, etc., reducing unnecessary back and forth between applicants and HR; creating a better applicant experience.



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Job Interest Cards

Applicants can subscribe to a specific department or job category to get notified when a position becomes available, maximizing your talent pool.

The screenshot shows a web browser window with the URL "GovernmentJobs.com". The page title is "Job Interest Card". On the left, there is a banner for "City of Sunnydale's Job Opportunities" with a beach background. Below the banner, there is a list of job categories with checkboxes. A message states: "Place a check in the box next to each job category for which you would like to receive email notifications. For next 12 months after you submit this form, you will receive an email notification each time a position becomes available in the categories you've chosen." The categories are: 911 Telecommunications, Accounting and Finance, Arts, Athletics & Fitness, Automotive, Building & Safety, Community Development, Construction Trades, Customer Service, Database Administration, Electronics, Emergency Management, Environmental Services, Executive Management, Fleet Services, Forensics, Green-Collar/Environmental, Grounds & Landscaping, Human Resources, Investigative, Land Use, Law Enforcement, Management, Marketing, Organizational Development, Parks and Recreation, Program Management, and Project Management. On the right, there is a form with fields for: First Name (*), Last Name (*), Street Address (*), City (*), Zip Code (*), State (*), Country (*), Home Phone Number, Work Phone Number, and Email Address (*). The form is pre-filled with: First Name: Mary, Last Name: Andersons, Street Address: 234 River Rd, City: San Diego, Zip Code: 92110, State: California, Country: US, Home Phone Number: 7175474000, and Email Address: bfleek+214@neogov.net. A green "Submit" button is at the bottom of the form.

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Critical Need: **HIRING**

TRANSFORM HIRING WITH THE LEADING
– *applicant tracking system* –
FOR THE PUBLIC SECTOR

- Eliminate paper applications, resumes/attachments and manual routing of documentation
- Automate the screening of minimum qualifications for applicants without having to review paper documentation
- Decrease time to hire by increasing efficiency across unified recruitment process
- Minimize physical contact and modernize communication with text messaging, online scheduling, electronic offer letters and an applicant self-service portal

Why NEOGOV: HIRING

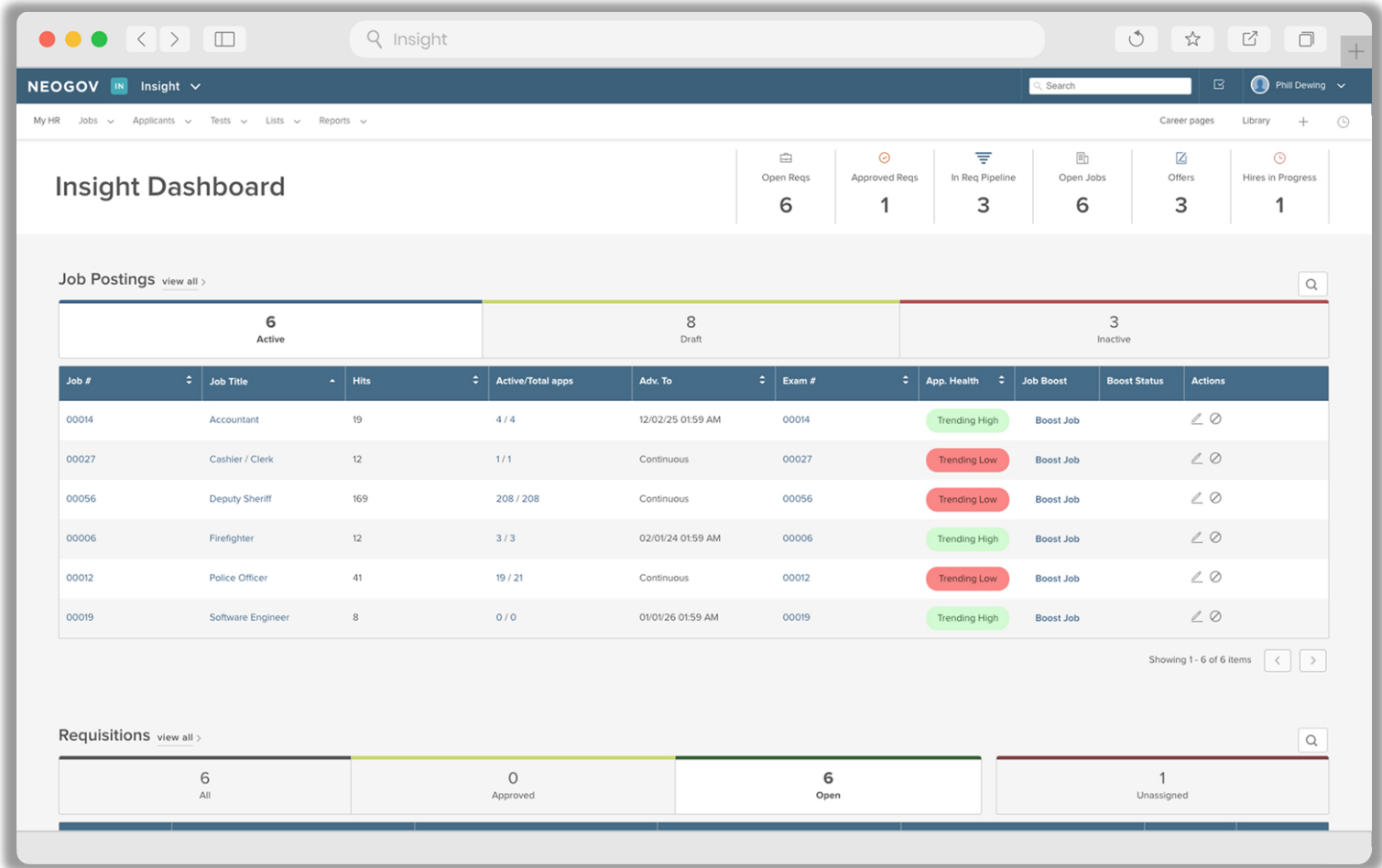
- Hide PII data, generate reports for EEO, diversity and inclusion initiatives
- Integrates with multiple background check, assessment providers and social media
- Comprehensive reporting on time-to-hire, applicant flow and adverse impact data to make meaningful improvements to recruiting process
- Configurable screening hurdles & weights, customizable scoring rules to effectively rank candidates
- Single Sign On and data feed into HRIS available





Applicant Tracking Dashboard

Get an overview and access to all your recruitments from one dashboard. Ensure the health of your recruitments and act where needed. Works for a centralized or decentralized recruiting model.

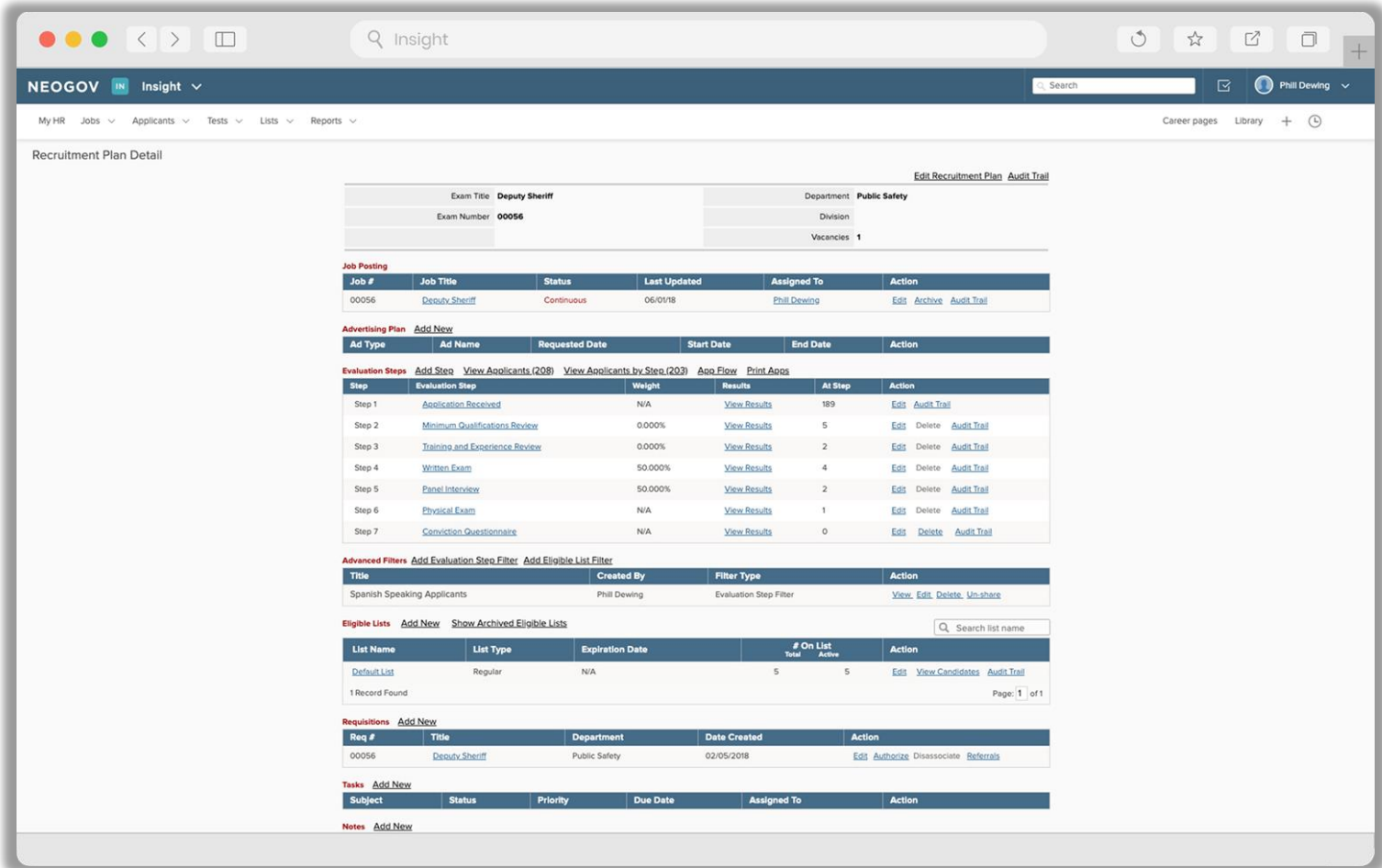


- Applicant Tracking Dashboard**
Track all your current job vacancies in one location
- Recruitment Evaluation Steps**
Manage your recruitments more effectively
- Screening and Selection**
Quickly identify the most qualified applicants
- Rating Matrix**
Get an overview of interview scores and comments
- Reporting and Analytics**
Gain insight into the effectiveness of your recruitment process
- Talent Search**
Search applicants in your or NEOGOV's national talent pool
- Job Boost**
Push job notices to multiple advertising vehicles
- Community Shared Class Specs**
Leverage neighboring agency's job and salary information



Recruitment Evaluation Steps

Configure evaluation and review steps for any type of position. Filter for specific skills or requirements and move applicants through the steps while applying weighted values to find your top applicants.

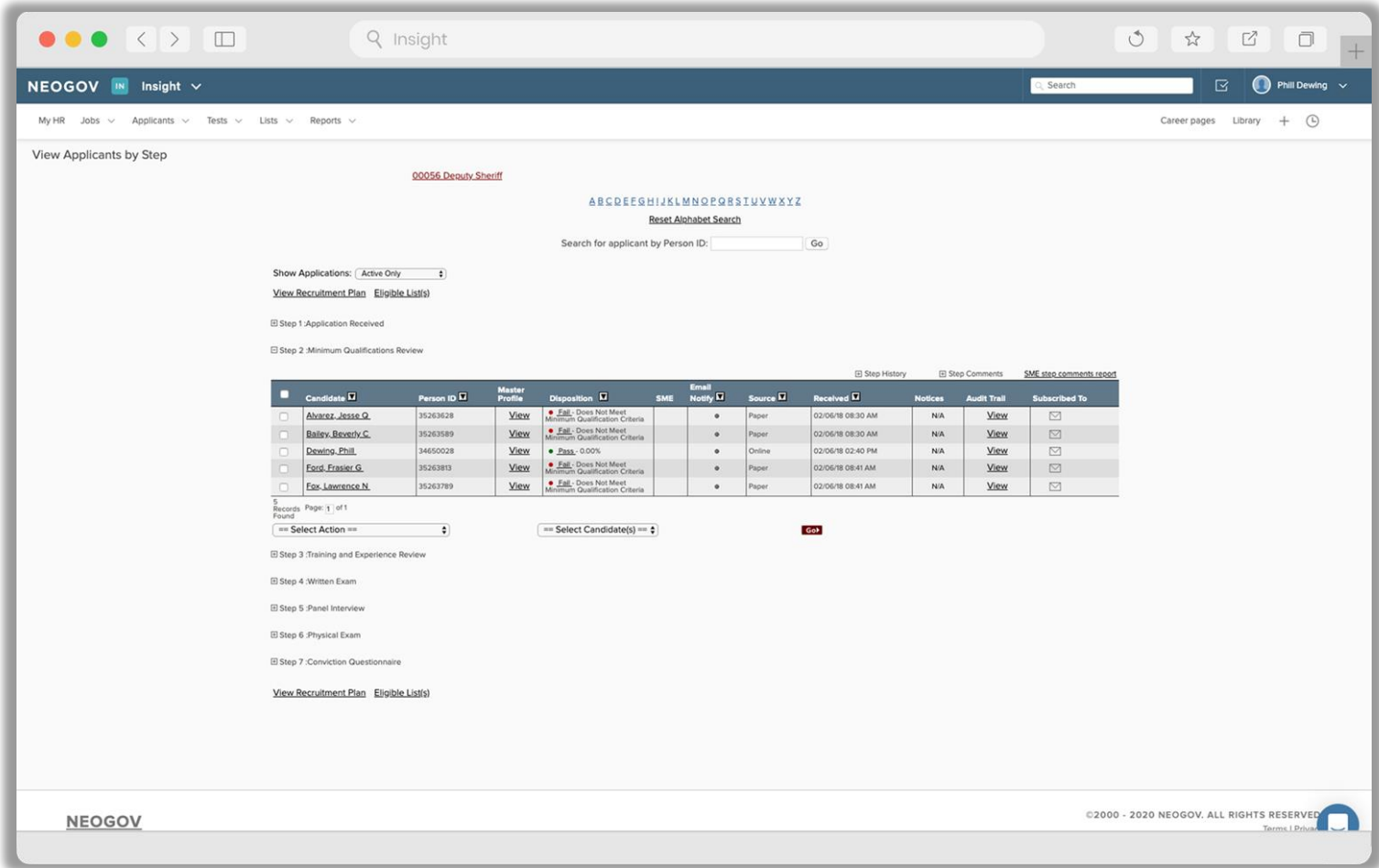


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Screening and Selection

Automatically identify the most qualified applicants based on minimum qualifications and experience. Easily communicate with applicants via email notifications and text messaging.



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Rating Matrix

Get a collective understanding of an applicant’s interview performance by having easy access to feedback from all interviewers and subject matter experts.

NEOGOV

Dashboard

See

Hur

Person

Job

Interview

Rating

Comments

Feedback

Anderson, Mary

Person ID: 5390739

NA

Print

Cancel

Application

Questions

E-References

General Information

Contact Information

12345 Main Street

#10

Santa Monica, CA 90404

US

maryanderson@neogov.net

877-204-4442 primary

Personal Information

Date of Birth

02/25

Driver's License

Yes

Notification Preference

Email

Highest level of education

Bachelor's Degree

Have proof of your legal right to work in the US?

Yes

Preferences

What is your minimum compensation requirement?

\$40,000.00/yr

Are you willing to relocate?

Yes

What type of job are you looking for?

Regular , Temporary , Seasonal , Internship

What type of work will you accept?

Full Time, Part Time, Per Diem

What shifts are you available to work?

Day, Evening, Night, Rotating, Weekends, On Call (as needed)

Write a comment...

How Long Have You Worked In Hr?

Write a comment...

Please Describe A Difficult Employee Matter

Write a comment...

Overall Comments

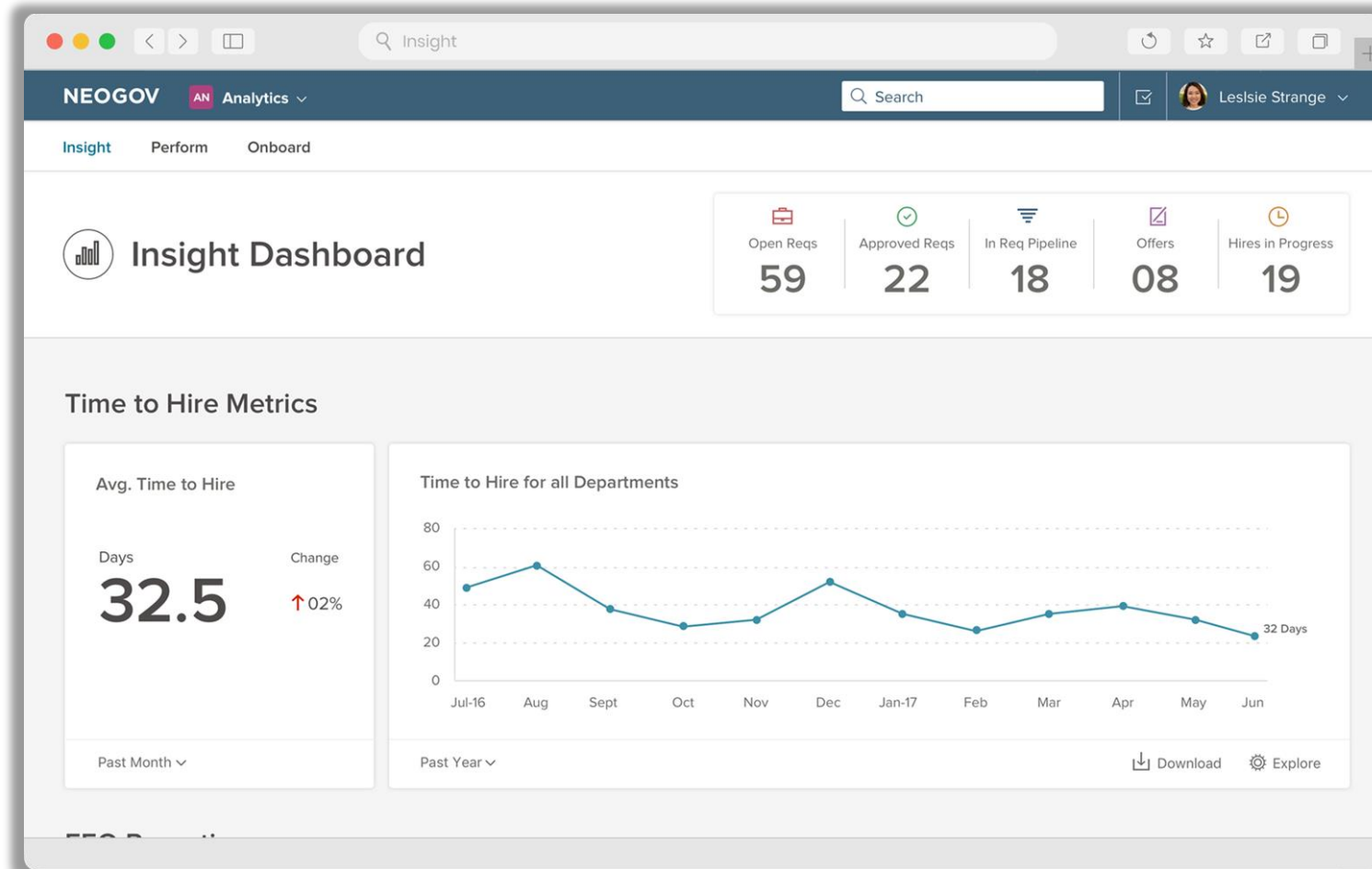
Submit

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Reporting and Analytics

Report on EEOC data, Time to Hire and much more, highlighting opportunities for improvement, compliance concerns or parts of the agency that's excelling.

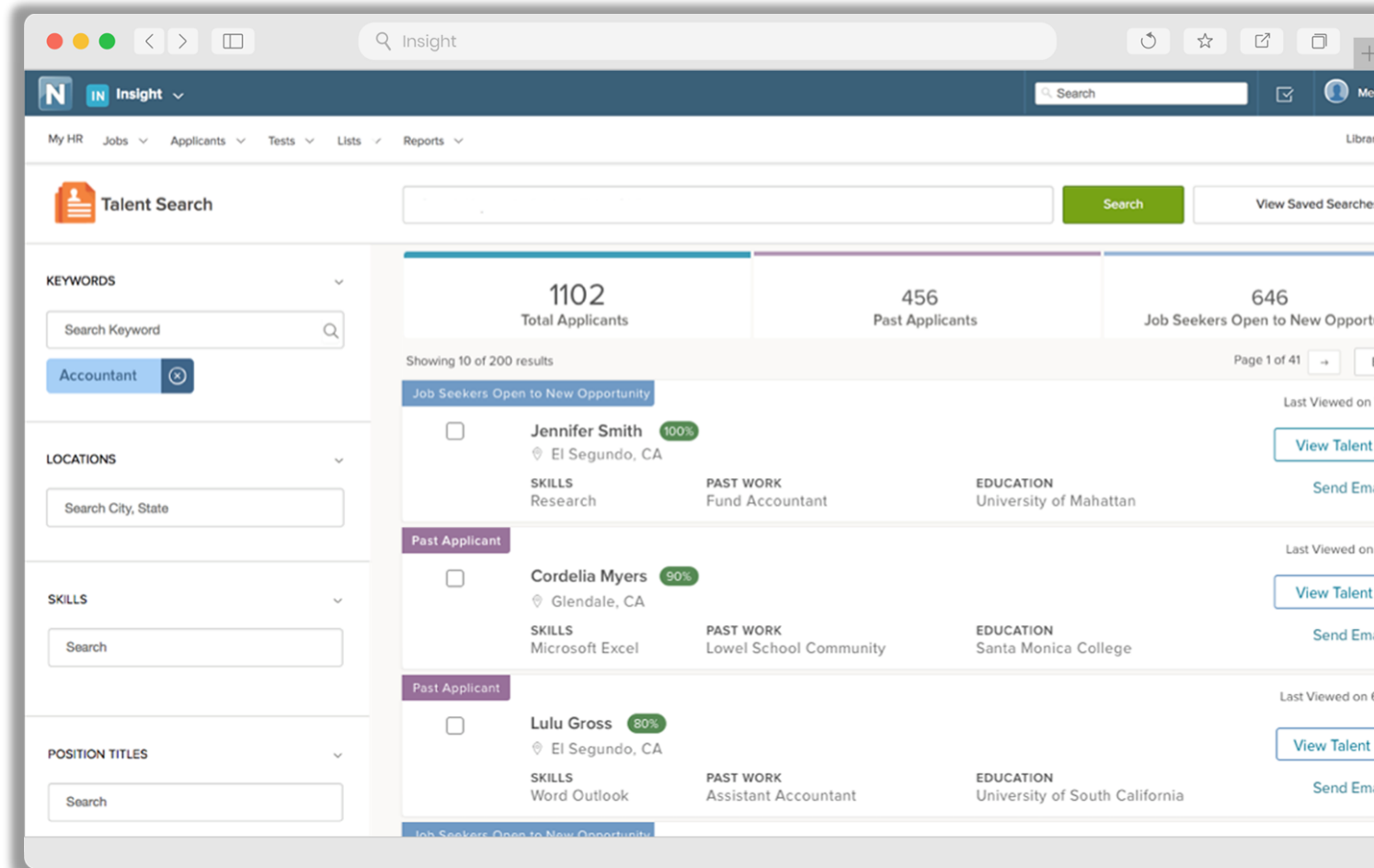


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Talent Search

Utilize Talent Search to search specific skills, position titles, education, location, etc. in your talent pool. Do a broader search using NEOGOV's applicant pool and find applicants nationally.

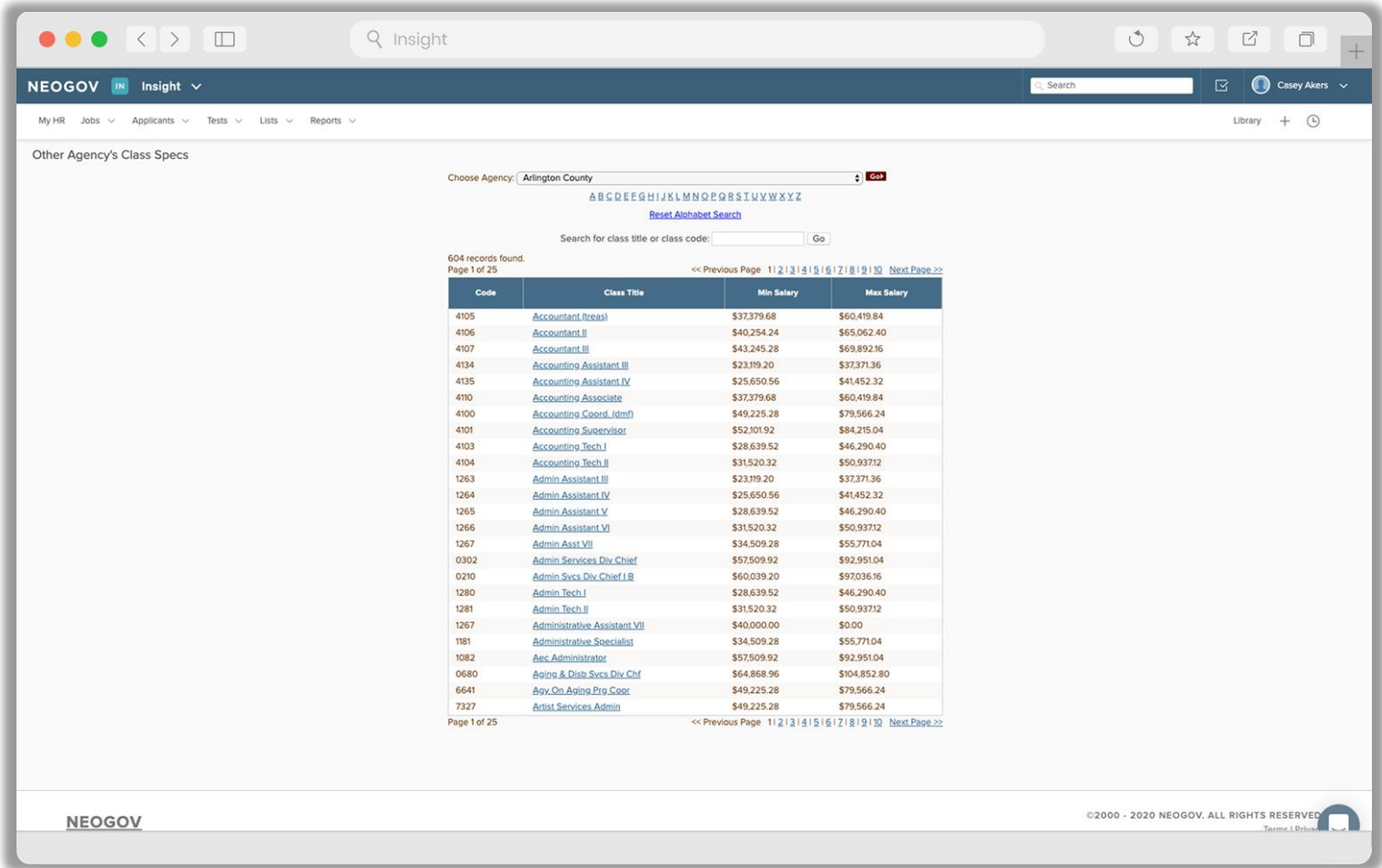


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Community Shared Class Specs

Spend less time on compensation studies and see minimum and maximum salary ranges, job description and benefits information from NEOGOV's 2000+ customers in Insight.



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NEOGOV



ARF-6558

Regular Agenda Item 2. E.

Regular BOS Meeting

Meeting Date: 04/20/2021

Submitted For: Malissa Buzan, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Community Services

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates 04-02-21 to 04-01-22

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Amendment No. 2 to Service Agreement No. 022419-Weatherization Services with Advantage Home Performance

Background Information

On April 2, 2019, the Board of Supervisors approved Service Agreement No. 022419 with Advantage Home Performance for Weatherization Services.

On May 12, 2020, the County Manager approved Amendment No. 1 to Service Agreement No. 022419 with Advantage Home Performance to extend the term of the contract from April 2, 2019, to April 1, 2020, for a contract amount not to exceed \$249,539.

The Gila County Community Services Department receives Southwest Gas (SWG), Low Income Home Energy Assistance (LIHEAP), Department of Energy (DOE), and Arizona Public Service (APS) funding for the County to provide weatherization services to eligible clients.

Evaluation

Contract No. 022419 expires on April 1, 2021. The contract allows for three additional one-year renewal periods; additionally, Community Services would like to increase the original contract amount by an additional \$124,897 due to additional funding from LIHEAP for COVID-19 Called LIHEAP Cares Act, to be used to provide Weatherization Services and Housing Rehabilitation Services for eligible citizens residing in Gila

County.

Conclusion

The Community Services Department Director wishes to execute Amendment No. 2 to Service Agreement No. 022419 with Advantage Home Performance to extend the term of the contract from April 2, 2021, to April 1, 2022; and increase the original contract amount by an additional \$124,897 for a new total contract amount of \$374,436.

Further, Amendment No. 2 will serve to add the language: ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

Recommendation

The Community Services Department Director recommends approving Amendment No. 2 to Service Agreement No. 022419 with Advantage Home Performance to extend the term of the contract from April 2, 2021, to April 1, 2022; add the language: ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement; and increase the original contract amount by an additional \$124,897 due to additional funding from LIHEAP for Covid19 Called LIHEAP Cares Act; to be used to provide Weatherization Services and Housing Rehabilitation Services for eligible citizens residing in Gila County

.

Suggested Motion

Information/Discussion/Action to approve Amendment No. 2 to Service Agreement No. 022419 with Advantage Home Performance to extend the term of the contract for one additional year from April 2, 2021, to April 1, 2022; increase the contract amount by \$124,897 for a new not to exceed contract amount of \$374,436; and add language pertaining to the Israel Boycott Certification. **(Malissa Buzan)**

Attachments

Amendment No. 2 to Service Agreement No. 022419

Amendment No. 1 to Service Agreement No. 022419
Service Agreement No. 022419



AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 022419

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

WEATHERIZATION AND HOUSING REHABILITATION

COMMUNITY SERVICES

Effective April 02, 2019, Gila County and Advantage Home Performance, Inc. entered into a contract whereby Advantage Home Performance, Inc. would provide Community Services-Weatherization and Housing Rehabilitation.

Amendment No. 1 to Service Agreement No. 022419, was executed on May 12, 2020 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from April 02, 2020 to April 01, 2021, for a contract amount not to exceed Two Hundred Forty-Nine Thousand Five Hundred Thirty-Nine dollars and 00/100's (\$249,539.00) without prior written approval from the County.

Service Agreement No. 022419 will expire on April 01, 2021. **Per Article 14-Term**, Gila County shall have the right, at its sole option, to renew the contract for three (3) additional (1) year periods.

Additionally, Community Services-Housing Department would like to increase the original contract amount of Two Hundred Forty-Nine Thousand Five Hundred Thirty-Nine dollars and 00/100's (\$249,539.00) by an additional One Hundred Twenty-Four Thousand Eight Hundred Ninety-Seven dollars and 00/100's (\$124,897.00) due to additional funding in the Low Income Home Energy Assistance Program (LIHEAP) COVID.

Amendment No. 2 to Service Agreement No. 022419, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from April 02, 2021 to April 01, 2022, for a contract amount not to exceed Two Hundred Forty-Nine Thousand Five Hundred Thirty-Nine dollars and 00/100's (\$249,539.00) without prior written approval from the County.

Additionally, Amendment No. 2 will serve to increase the dollar amount of the contract by One Hundred Twenty-Four Thousand Eight Hundred Ninety-Seven dollars and 00/100's (\$124,897.00) for a contract amount of not to exceed Three Hundred Seventy-Four Thousand Four Hundred Thirty-Six dollars and 00/100's (\$374,436.00) without written approval of the County.

Further, Amendment No. 1 will serve to add the language; **ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the April 02, 2021 to April 01, 2022 renewal period.

AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 022419

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this _____ day of _____, 2021.

GILA COUNTY

ADVANTAGE HOME PERFORMANCE, INC.

Tim R. Humphrey, Chairman

Michael Uniacke
Signature

Date: _____

Michael Uniacke
Print Name

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

The Gila County Attorney's Office



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All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the April 02, 2020 to April 01, 2021 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 12th day of May, 2020.


GILA COUNTY:


James Menlove, County Manager

Date:

5.12.2020

ADVANTAGE HOME PERFORMANCE, INC.


Signature

Michael Uniacke
Print Name

1. The following information is provided for the purpose of the
 2. information provided in the following information:

[illegible]

SERVICE AGREEMENT NO. 022419

COMMUNITY SERVICES-WEATHERIZATION AND HOUSING REHABILITATION

THIS AGREEMENT, made and entered into this 2nd day of April, 2019, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Advantage Home Performance, Inc., of the City of Prescott, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of an amount not to exceed a total of \$249,539.00 during the term of the Agreement to be paid Contractor on a per project basis, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for Contractor, and Contractor's successors, and assigns as follows:

ARTICLE 1 – SCOPE OF SERVICES, PROJECT PURCHASE ORDERS AND CONTRACTOR FEES:

- A. **SCOPE OF SERVICES.** Contractor shall provide the weatherization and housing rehabilitation services on a per project basis upon Contractor's successful bid for the project and the issuance of a purchase order by the County covering the project. All bid documents of the Contractor for the project covered by a purchase order shall be incorporated by reference into each purchase order for a project. All work performed by the Contractor on a project covered by a purchase order issued hereunder shall conform in all respects to the bid documents covering the project and be performed in a workmanlike manner to the satisfaction of the County under the direction of the **Community Services Department** or designee. In addition, all work performed by the Contractor shall be completed in accordance with local codes and regulations per Gila County and the State of Arizona and be consistent with all Gila County guidelines.
- B. **PROJECT PURCHASE ORDERS:** Contractor acknowledges and agrees that the County shall have no obligation whatsoever on a project until and unless a project award is made the County issues a purchase order covering the project Contractor shall only receive awards under this Agreement based on competitive bids on a project by project basis.
- C. **CONTRACTOR FEES:** The fees payable to the Contractor shall be per the successful bid documents for a project and specified in an issued purchase order by the County covering a project.

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

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "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 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 Agreement, 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. * Only pertaining to work performed by Advantage Home Performance Inc.

ARTICLE 4 – INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement 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 Agreement and in no way limit the indemnity covenants contained in this Agreement. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

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

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

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

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

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

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

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

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

3. Automobile Liability

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

Combined Single Limit (CSL)

\$1,000,000

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

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

4. Professional Liability (Errors and Omissions Liability)

Each Claim

\$1,000,000

Annual Aggregate

\$2,000,000

a. In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Agreement; 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 Agreement 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 Agreement.
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 Agreement.

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

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

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

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

All certificates required by this Agreement shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash Street, Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The County project/Agreement 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 Agreement at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured 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 Agreement shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Agreement amendment but may be made by administrative action.

ARTICLE 5 - IMMIGRATION LAW COMPLIANCE: 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 this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. 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 County may modify this paragraph consistent with state law.

ARTICLE 6 - WARRANTY: Contractor expressly warrants that all goods or services furnished under this Agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns.

Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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

ARTICLE 8 – CANCELLATION FOR CONFLICT OF INTEREST: This Agreement is subject to cancellation pursuant to A.R.S. §38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

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

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

It is understood that the County intends only terminate the Agreement pursuant to this non-appropriation provision as an emergency fiscal measure covering a project for which a purchase order has been issued.

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

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

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

ARTICLE 14 – TERM: The Agreement shall commence on the date the Agreement is signed by the Board of Supervisors of the County and remains in effect through April 1, 2020. Upon the written agreement of the Contractor and the County this contract may be renewed annually for up to three (3) additional one (1) year periods.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid in three separate increments. Contractor shall present an invoice to the Finance Department upon beginning the project for one third (1/3) of the total contract amount. The second invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon fifty percent (50%) of project completion. The final invoice for one third (1/3) of the total contract amount shall be presented to the Finance Department by the Contractor upon one hundred percent (100%) completion of the project.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 022419 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

ADVANTAGE HOME PERFORMANCE, INC.



Tim R. Humphrey, Chairman



Signature

Date: 4/2/2019

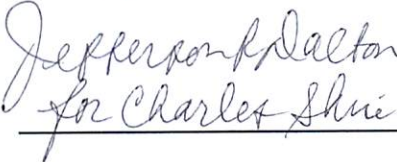
Michael Uniacke

Print Name



Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM



The Gila County Attorney's Office

ARF-6534

Regular Agenda Item 2. F.

Regular BOS Meeting

Meeting Date: 04/20/2021

Submitted For: James Menlove, County Manager

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

Fiscal Year: 2021

Budgeted?: Yes

Contract Dates January 1, 2021 to

Grant?: Yes

Begin & End: December 31, 2021

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Intergovernmental Agreement with Tonto Natural Resource Conservation District (NRCD).

Background Information

In 2000, a collaborative range-monitoring program, "Reading the Range", was established with the University of Arizona Cooperative Extension in Gila County, Gila County Cattle Growers Association, and the Tonto National Forest with the assistance of the U.S. Department of Agriculture Renewable Resources Extension Act grant program. Reading the Range was originally funded by a grant from the U.S. Department of Agriculture, but has grown and is now funded from a variety of contributors with 45% being federal funding sources, 5% being state and local government funding sources, and 49% from private funding sources. Collaborators include ranchers, U.S. Forest Service, University of Arizona College of Agriculture and Life Sciences, Natural Resources Conservation Service, and Tonto Natural Resources Conservation District.

Funding for Reading the Range has continued with assistance from the U.S. Forest Service, Gila County Board of Supervisors, Natural Resources Conservation Service (NRCS), and the Tonto Natural Resources Conservation District.

On March 2, 2021, Lori Brown, Tonto NRCD Chair, and Ashley Hall with the University of Arizona Extension Office provided an update regarding the program to the Board of Supervisors and requested funding in the

amount of \$30,000 that will be utilized as match funds to the U.S. Forest Service to continue the Reading the Range monitoring program.

Evaluation

The monitoring program uses standardized monitoring techniques to assess rangelands. The information is used to assist in management decisions. The Reading the Range program teaches adaptive management, which is a structured, interactive process of robust decision-making in the face of uncertainty with an aim to reduce uncertainty over time via system monitoring. This method is similar to the scientific method, where a hypothesis that something is going to work is developed, applied on the ground, and then the effects on the ground are studied to see how it worked. The program has seen an increase from a 2% adoption rate to a 50% adoption rate from ranchers in Gila County.

Conclusion

The Reading the Range program has proved to provide beneficial information on ways to improve grazing by increasing ground cover, creating better watershed conditions, and creating more diversity of vegetation. These improvements help increase the chance for success for Gila County ranchers while improving the environment impacted by public grazing.

Recommendation

Staff recommends approval of the Intergovernmental Agreement with the Tonto Natural Resources Conservation District to provide an Economic Development Grant in the amount of \$30,000 for the term of January 1, 2021, to December 31, 2021, for the continued support of the Reading the Range program.

Suggested Motion

Information/Discussion/Action to approve the Intergovernmental Agreement (Economic Development Grant) between Gila County and the Tonto Natural Resource Conservation District (Tonto NRCD) whereby the County will disburse \$30,000 to the Tonto NRCD for the term of January 1, 2021, to December 31, 2021, to assist with the grant match requirement for the U.S. Forest Service monitoring funds for the continuation of the Reading the Range monitoring program in Gila County. **(James Menlove)**

Attachments

NRCD IGA 2021

Tonto NRCD Funding Request

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
GILA COUNTY
AND
TONGO NATURAL RESOURCE CONSERVATION DISTRICT**

This Agreement is made and entered into effective this _____ day of April 2021, by and between Gila County, hereinafter referred to as "County" and the Tonto Natural Resource Conservation District, hereinafter referred to as "Tonto NRCD".

RECITALS

WHEREAS, the Gila County Board of Supervisors desires to provide funding to the Tonto NRCD in order to further the economic development potentials of Gila County, by providing funds to assist in the continuance of the University of Arizona Cooperative Extension "Reading the Range" monitoring program; and

WHEREAS, the Tonto NRCD is a Natural resource Conservation District, formed pursuant to A.R.S. §37-1031 et. seq. with powers outlined in A.R.S. §37-1054; and

WHEREAS, the Tonto NRCD will continue to accept contributions and use or expend them in carrying on its operations to continue to provide the University of Arizona Cooperative Extension "Reading the Range" monitoring program for the residents of Gila County.

SCOPE

It is the intent of the County pursuant to A.R.S. §11-254 to provide a \$30,000 contribution to the Tonto NRCD, to further the economic development of the County.

Since its foundation in 2000, The Reading the Range program has offered range monitoring workshops by the University of Arizona. Through the Reading the Range program, ranchers in the Gila County area have increased the number of perennial grasses by five times. The goal is to identify any resource concerns that may exist and take steps to achieve a solution to the concerns. The Reading the Range program teaches how to increase ground cover, create better watershed conditions and create more diversity of vegetation.

NOW THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. The Gila County Board of Supervisors will contribute \$30,000 in the form of a contribution to the Tonto NRCD for the continuance of the University of Arizona Cooperative Extension "Reading the Range" monitoring program, for the benefit of the public. The contribution will be in effect from January 1, 2021 to December 31, 2021.
2. Notices
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Tonto NRCDC
Attn: Sammi Jenkins
P.O. Box 3073
Payson, AZ 85547-3073

Gila County Board of Supervisors
Attn: James Menlove
1400 E. Ash Street
Globe, AZ 85501

GENERAL TERMS

1. Indemnification: Each party (as "Indemnitor") agrees to defend, indemnify, 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 or 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.
2. Termination: Prior to the distribution of the funds described herein from the County to Tonto NRCDC, either party may rescind this agreement by providing written notice to the other party. The parties do not expect that there shall be any property owned by the parties that will be co-mingled that will need to be disposed of after termination of the agreement.
3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.
4. Compliance with all laws: The parties shall comply with all applicable laws, rules, regulations, standards, and executive orders, whether federal, state or local. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.
5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.
6. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if, for any reason, the County or the Tonto NRCDC does not appropriate sufficient monies for the purpose of maintaining this Agreement.
7. Immigration Law Compliance Warranty: As required by A.R.S. §41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. §23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. §23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. §23-214(A). Each party retains the legal right to inspect the papers of the other party and its

- subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.
8. As required by A.R.S. §23-214(B), before receiving the economic development incentive, Tonto NRCD shall provide proof to the County that it is registered with and is participating in the E-Verify program.
 9. Finances and Budgetary Matters: Pursuant to A.R. S. §11-952(B)(3), the establishment and maintenance of a budget for the Intergovernmental Agreement, and the financing for it, shall be approved annually by the County and Tonto NRCD through their respective boards; financing may include commitment of general funds, grant funds, or other available financing.
 10. Waiver of Conflict: The parties to this Agreement are aware that the Gila County Attorney represents, has represented, or pursuant to statutory duty may represent more than one party to this Agreement in various matters which may include the drafting or review of this Agreement. By signing this Agreement, each party specifically acknowledges that (1) the Gila County Attorney has, by this paragraph, informed each party that the Gila County Attorney believes that he or she will be able to provide competent and diligent representation to each party to this Agreement represented by the Gila County Attorney and the representation of each party is not prohibited by law and does not involve the assertion of a claim by one party against another party to this Agreement, (2) the party is aware of a potential conflict of interest, and (3) the party specifically waives any such claim based on the Gila County Attorney's representation of other parties to this Agreement.
 11. Workers Compensation Coverage: The parties agree that pursuant to A.R.S. § 23-1022(D) employees of each party who work under the jurisdiction or control of or within the jurisdictional boundaries of the other party pursuant to this intergovernmental agreement are deemed to be employees of both parties for the purposes of A.R.S. § 23-1022. The primary employer of each employee performing services under this intergovernmental agreement shall be solely liable for the payment of worker's compensation benefits. Further, pursuant to A.R.S. § 23-1022 (E), each party agrees to post a notice pursuant to the provisions of § 23-906, in substantially the following form: "All employees are hereby further notified that they may be required to work under the jurisdiction or control of or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation."
 12. Exchange of Property: This Agreement does not involve the exchange of property.

IN WITNESS THEREOF, the parties to this agreement have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY BOARD OF SUPERVISORS

**TONTO NATURAL RESOURCE
CONSERVATION DISTRICT**

Timothy R. Humphrey
Chairman Board of Supervisors



Sammi Jenkins
Secretary/Treasurer

ATTEST

Marian Sheppard, Clerk of the Board

APPROVED AS TO FORM

Gila County Attorney's Office



Tonto Natural Resource Conservation District

P.O. Box 3073
Payson, Arizona 85547-3073
Phone: (928) 468-6107

Lori Brown ~ Supervisor Chair
Francis Cline, Jr. ~ Supervisor Vice Chair
Sammi Jenkins ~ Supervisor Secretary / Treasurer
Cassie Waggoner ~ Supervisor
Woody Cline ~ Supervisor
Troy Neal ~ Asst. Secretary
Carol Quigley ~ Admin
Susan Bolt ~ Admin Assoc.

February 22, 2021

Gila County Board of Supervisors
Steve Christensen, Dist. 1
Tim Humphrey, Dist. 2
Woody Cline, Dist. 3
c/o Cathy Melvin, Gila County BOD Admin.
1400 East Ash Street, Courthouse
Globe, AZ 85501

Dear Supervisors,

Thank you for the opportunity to make a presentation to the Gila County Board of Supervisors regarding Tonto Natural Resource Conservation District's mission and request for funding to conduct its Reading the Range program done in partnership with the Forest Service and the University of Arizona. The request for funding in the amount of \$30,000 will cover the grant match required by the Forest Service for the Reading the Range program for one year.

The IRS tax exempt letter for Tonto NRCD has been submitted. If you need any further information, please let us know.

Sincerely,

Lori Brown
Tonto NRCD Supervisor Chair

LB/sb

ARF-6550

Regular Agenda Item 2. G.

Regular BOS Meeting

Meeting Date: 04/20/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Information

Request/Subject

Adopt Resolution No. 21-04-04 in support of a gaming grant application submitted by Hellsgate Fire District to the Fort McDowell Yavapai Nation.

Background Information

Hellsgate Fire District (HFD) is a small rural district covering several small residential areas within northern Gila County and has limited resources to fund the purchase of new mobile radios. HFD is made up of several adult (55+) RV parks and retirement communities. HFD also covers an area 15 miles east of Highway 260. The deadline to submit the FY2021 Grant Application to the Fort McDowell Yavapai Nation is May 1, 2021. The grant application will be submitted on April 20, 2021, and is requesting \$18,921.90 for six new mobile radios for front-line vehicles. Under the tribal gaming compacts, tribes with casinos contribute 1 to 8% of their gaming revenue each year to the state, cities, towns, and counties. The contribution is determined on a sliding scale based on the amount of gaming revenue. 12% is distributed by the tribe to cities, towns, and counties of their choosing for community services and public safety programs for local government. HFD is requesting the Board adopt Resolution No. 21-0404 supporting the application submittal to the Fort McDowell Yavapai Nation. If HFD is awarded gaming grant funding for the purchase of the new radios, they will come back to the Board and request the Board accept the grant award on behalf of HFD and act as the pass-through agency.

Evaluation

If grant funds are awarded, Hellsgate Fire District will purchase the six new mobile radios.

Conclusion

Hellsgate Fire District is seeking support, by the adoption of a resolution, of their application to the Fort McDowell Yavapai Nation for funding to purchase six new mobile radios.

Recommendation

Staff recommends adoption of Resolution No. 21-04-04 in support of the grant application submitted by the Hellsgate Fire District to the Fort McDowell Yavapai Nation for the purchase of six new mobile radios.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 21-04-04 in support of the gaming grant application in the amount of \$18,921.80 submitted by the Hellsgate Fire District to the Fort McDowell Yavapai Nation to purchase six new mobile radios. **(Mary Springer)**

Attachments

Resolution No. 21-04-04

Fort McDowell Yavapai Grant Application



RESOLUTION NO. 21-04-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA IN SUPPORT OF A GRANT APPLICATION BEING SUBMITTED TO THE FORT MCDOWELL YAVAPAI NATION FOR THE HELLSGATE FIRE DISTRICT AND AUTHORIZING GILA COUNTY TO ACT AS THE FISCAL AGENT AND ACCEPT FUNDING ON BEHALF OF HELLSGATE FIRE DISTRICT.

WHEREAS, the Hellsgate Fire District is a special taxing district formed in 2008 in Gila County; and,

WHEREAS, the Hellsgate Fire District will submit an application for a grant from the Fort McDowell Yavapai Nation in the amount of \$18,921.90; and,

WHEREAS, the Hellsgate Fire District needs this supplemental funding to purchase six new mobile radios for front-line vehicles for Hellsgate Fire District; and,

WHEREAS, the guidelines for the grant require proof of support and sponsorship from Gila County in the form of a duly adopted resolution of the Board of Supervisors providing that Gila County will act as a fiscal agent and accept funding on behalf of the Hellsgate Fire District;

NOW, THEREFORE, BE IT RESOLVED, that the Gila County Board of Supervisors supports and sponsors the grant application for Hellsgate Fire District per the gaming grants requirements of the Fort McDowell Yavapai Nation and further will act as the fiscal agent and accept funding on behalf of Hellsgate Fire District.

PASSED AND ADOPTED this 20th day of April 2021, at Globe, Gila County, Arizona.

GILA COUNTY BOARD OF SUPERVISORS

Tim R. Humphrey, Chairman

Attest:

Marian Sheppard, Clerk of the Board

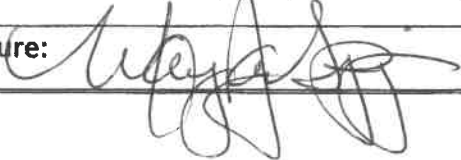
Approved as to form:

The Gila County Attorney's Office

FORT MCDOWELL YAVAPAI NATION

2021 ARIZONA BENEFITS FUND GRANT APPLICATION

GRANT APPLICATION

Name of Governmental Entity: Hellsgate Fire District, d/b/a Hellsgate Fire Department	
Board Chairman: Garah Monnich	
Primary Contact Person and Title: Morey Morris, Fire Chief	
Applicant Address (administrative office): 80 S. Walters Lane	
City: Star Valley, AZ	Zip Code: 85541
Phone Number: 928-474-3835	Fax Number: 928-468-0300
E-mail Address: mmorris@hellsgatefire.org	
Government Sponsor- County: Gila County	
Contact Person: Mary Jane Springer	
County Mailing Address: 1400 E. Ash Street	
City: Globe, AZ	Zip Code: 85501
Phone Number: 928-402-8516	Fax Number:
E-mail Address: mspringer@gilacountyaz.gov	
Signature: 	

PROJECT SUMMARY

Summary

The Hellsgate Fire Department is seeking financial assistance in purchasing six (6) new mobile radios for several front-line vehicles, including a fire engine, ladder truck, water tender, wildland vehicle and two staff vehicles. The type of mobile radio that is being requested is the Motorola brand APX4500, which is United States Project 25 (P25) compliant. The cost for the project is **\$18,921.90** (see more under Budget attachment).

Narrative

Proposed Project- The Hellsgate Fire Department currently utilizes several different types/brands of radios. Some are Kenwood brand; others are Vertex and others. These mobile radios are older models and are not Project 25 (or P25) compliant. The new radios will allow for standard interoperability by using digitally enhanced radio communications. P25 capable radios will allow Hellsgate to be able to communicate over new radio frequency bandwidths with more secure operations in public safety. The Association of Public-Safety Communications Officials-International (or APCO) has made several recommendations, the last in 2012 which gave guidelines that assisted in the public safety interoperability. Interoperable emergency communication is integral to initial response, public health, community safety, national security and economic stability. Of all the problems experienced during disaster events, one of the most serious is poor communication due to lack of appropriate and efficient means to collect, process, and transmit important information in a timely fashion. In some cases, radio communication systems are incompatible and inoperable not just within a jurisdiction but within departments or agencies in the same community. Non-operability occurs due to use of outdated equipment, limited availability of radio frequencies, isolated or independent planning, lack of coordination, and cooperation, between agencies, community priorities competing for resources, funding and ownership, and control of communications systems. Recognizing and understanding this need, Project 25 (P25) was initiated collaboratively by public safety agencies and manufacturers to address the issue with emergency communication systems. P25 is a collaborative project to ensure that two-way radios are interoperable. The goal of P25 is to enable public safety responders to communicate with each other and, thus, achieve enhanced coordination, timely response, and efficient and effective use of communications equipment.

Other Fire Agencies in the Rim Country (Payson, Pine Strawberry, others) are part of the automatic aid consortium wherein units are dispatched by Payson Police Department. Hellsgate Fire is going through the process of being P25 compliant by transitioning from older model radios to the newer compliant radios. This purchase is a new project but will take several years to completely outfit all vehicles with the necessary components. These radios have the capability of having 512 dedicated frequencies programmed and installed, allowing Hellsgate to serve other communities and respond to incidents when called for.

Funding Priority of Project this project falls under the **Public Safety** priority, with a small amount under **Health**.

Project Fulfillment, Targeted Population, Estimated Number of People- the immediate needs will be the Hellsgate Fire Department, which is located in the Town of Star Valley, and extends from the Town of Payson border to Christopher Creek, and serves 12 unincorporated communities in Gila County. The population of Star Valley is around 2,000, but the area served can swell to more than 10,000 people during the summer months. Hellsgate's current service population is around 4,500. Because Hellsgate Fire is automatically dispatched by the Town of Payson, Hellsgate may respond to the Town of Payson (population over 15,000), the Pine and Strawberry areas (population 2,500), Wagon Wheel area (population 1,600), Christopher Creek (population 300). Total number being served is- **23,900** with swelling from summer months to over 34,000. In addition to local response, Hellsgate Fire participates in the Statewide dispatching of wildland fire suppression crews to wildland fires in Arizona and the western region (including California, Nevada, New Mexico, Utah, Colorado), and those numbers can be in the hundreds of thousands.

Project Partnerships- Hellsgate Fire Department will not be submitting grant requests to other Arizona Native American Tribes. The only funding support will be from Ft. McDowell Yavapai Nation. Any other funding will need to come from Hellsgate's annual budget. However, due to financial constraints presented to Hellsgate Fire District, there will be limited funding available. With the current project, Motorola Solutions will allow for a trade in of older radio equipment to lower the overall price of the purchase.

This year, Hellsgate Fire attempted to apply for a FEMA grant through Assistance to Firefighters Grant for radio communications equipment; due to Hellsgate not being P25 compliant, Hellsgate could not qualify for a funding source from FEMA.

Timetable- The deadline for submission to FMYN will be May 1, 2021, with award notification around Aug 19, 2021, the following timetable is submitted:

Date	Event
March 30, 2021	Application sent to Gila County for signatures
April 14, 2021	Hellsgate Fire District Board submission/resolution
April 19, 2021	Submission to Verlene Enos, FMYN Council Secretary
June 1, 2021	Requote from Motorola Solutions
August 19, 2021	Award from FMYN
Aug. 23, 2021	Purchase Order to Motorola Solutions
September 20, 2021	Receipt of Radios
October 4-8, 2021	Installation of Radios in Vehicles
October 12, 2021	Go Live
October 18, 2021	Finalize Grant Paperwork with FMYN

SIGNATURE PAGE

Date: _____
Garah Monnich, Chair- Hellsgate Fire District

Date: _____
Morey Morris, Fire Chief- Hellsgate Fire Dept.

_____
Date: 3-31-2021
Mary Jane Springer, Gila County-Finance Director

BUDGET

The budget for this project revolves around the quote received from Motorola Solutions, manufacturer, and vendor of the APX4500 Mobile Radios. The prices quoted are under the State of Arizona contract #21069, which uses a bid/contract with the Arizona Department of Administration. Hellsgate uses this Group Purchasing Organization (GPO) to assure the lowest possible prices; this also allows for some continuity between other Public Safety Entities.

Item #	Description	Qty	Price
1	Trade in	1	-2100.00
2	APX 4500	6	7507.32
3	3-year warranty	6	825.30
4	APX Contol Head Grey	6	2154.96
5	7.5-watt speakers	6	265.02
6	Dash Mount	6	547.50
7	¼ Wave Roof top antenna	6	85.44
8	Palm Microphone	6	315.36
9	P25 Conventional Software	6	2847.00
10	Tax		1074.00
11	Installation	40 hours	5400.00
12	GRAND TOTAL		\$18,921.90

This current Grant Request is a one-time project; it is not anticipated to go over a long term for funding.



Billing Address:
 Hellsgate Fire District
 80 S. Walters Lane
 Star Valley, AZ 85541
 US

Quote Date:03/05/2021
 Expiration Date:06/03/2021
 Quote Created By:
 Michael Colvin
 Mike.Colvin@
 motorolasolutions.com

End Customer:
 Hellsgate Fire District
 Morey Morris
 mmorris@hellsgatefire.org

Contract: 21069 - STATE OF AZ
 Payment Terms:

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1	Trade-In	Expiration Date: 05/28/2021	1	-\$2,100.00	-\$2,100.00	-\$2,100.00
	APX™ 4500 Enhanced					
2	M22KSS9PW1BN	APX4500 ENHANCED VHF MOBILE	6	\$1,714.00	\$1,251.22	\$7,507.32
2a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	6	\$137.55	\$137.55	\$825.30
2b	GA00804AA	ADD: APX O2 CH (GREY)	6	\$492.00	\$359.16	\$2,154.96
2c	G832AD	ADD: SPKR 7.5W WTR RST APEX	6	\$60.50	\$44.17	\$265.02
2d	G444AH	ADD: APX CONTROL HEAD SOFTWARE	6	\$0.00	\$0.00	\$0.00
2e	G66BF	ADD: DASH MOUNT O2 APXM	6	\$125.00	\$91.25	\$547.50
2f	G299AE	ADD: 1/4 WAVE ROOF TOP 150.8-162	6	\$19.50	\$14.24	\$85.44
2g	W22BA	ADD: STD PALM MICROPHONE APX	6	\$72.00	\$52.56	\$315.36
2h	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	6	\$0.00	\$0.00	\$0.00
2i	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	6	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

POWER AND BATTERY DRAIN

Model Type	136-174 MHz, 380-470 MHz, 450-520 MHz, 764-870 MHz, 896-941 MHz				
Minimum RF Power Output	2-30 W (764-776 MHz), 2-30 W (794-806 MHz), 2-35 W (806-824 MHz), 2-35 W (851-870 MHz), 1-50 W (136-174 MHz), 1-40 W (380-470 MHz), 1-45 W (450-485 MHz), 1-40 W (485-512 MHz), 1-25 W (512-520 MHz), 1-30 W (896-901 MHz), 1-3 W (901-902 MHz), 1-30 W (935-940 MHz), 1-3 W (940-941 MHz)				
Operation	13.8V DC \pm 20% Negative Ground				
Standby at 13.8V	0.85A (764-870 MHz), 0.85A (136-174 MHz), 0.85A (380-470 MHz), 0.85A (450-520 MHz)				
Receive Current at Rated Audio at 13.8V	3.2A (764-870 MHz), 3.2A (136-174 MHz), 3.2A (380-470 MHz), 3.2A (450-520 MHz)				
Transmit Current (A) at Rated Power	136-174 MHz (10-50 W) 380-470 MHz (10-40 W) 380-470 MHz (10-40 W)	13A (50 W) 11A (40 W) 11A (45 W)	8A (15 W) 8A (15 W) 8A (15 W)	764-870 MHz (2-35 W) 896-901 MHz (1-30 W) 935-940 MHz (1-30 W) 901-902 MHz (1-3 W) 940-941 MHz (1-3 W)	12A (35 W) 10A (30 W) 10A (30 W) 5A (3 W) 5A (3 W)
				8A (15 W) 7A (15 W) 7A (15 W)	

MOBILE MILITARY STANDARDS 810 C, D, E, F, G

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature Storage	501.1	I	501.2	I/A1	501.3	I/A1	501.4	I/Hot	501.5	I/A1
High Temperature Operation	501.1	II	501.2	II/A1	501.3	II/A1	501.4	II/Hot	501.5	II
Low Temperature Storage	502.1	I	502.2	I/C3	502.3	I/C3	502.4	I/C3	502.5	I/C3
Low Temperature Operation	502.1	I	502.2	II/C1	502.3	II/C1	502.4	II/C1	502.5	II
Temperature Shock	503.1	-	503.2	I/A1-C3	503.3	I/A1-C3	503.4	I/Hot-C3	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain Blowing	506.1	I	506.2	I	506.3	I	506.4	I	506.5	I
Rain Steady	506.1	II	506.2	II	506.3	II	506.4	III	506.5	III
Humidity	507.1	II	507.2	II	507.3	II	507.4	-	507.5	II-Aggravated
Salt Fog	509.1	-	509.2	-	509.3	-	509.4	-	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	-	-	510.2	II	510.3	II	510.4	II	510.5	II
Vibration Min. Integrity	514.2	VIII/F, Curve-W	514.3	I/10	514.4	I/10	514.5	I/24	514.6	I-Cat.24
Vibration Loose Cargo	514.2	XI	514.3	II/3	514.4	II/3	514.5	II/5	514.6	-
Shock Functional	516.2	I	516.3	I	516.4	I	516.5	I	516.6	I, V, VI

ENCRYPTION

Supported Encryption Algorithms	256-bit AES and ADP
Encryption Algorithm Capacity	Single
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CA1 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing, OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology(NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

* Measured in the analog mode per TIA/EIA 603 under nominal conditions

** Accuracy specs are for long-term tracking (95th percentile values >5 satellites visible at a nominal -130 dBm signal strength)

† Specs includes performance for the non-GNSS/GNSS bands

Specifications subject to change without notice. All specifications shown are typical. Radio meets applicable regulatory requirements.

ENVIRONMENTAL SPECIFICATIONS

Operating Temperature	-30°C/+60°C
Storage Temperature	-40°C/+85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water and Dust Intrusion	IP56, MIL-STD

TRANSMITTER CERTIFICATION

700/800 (764-775, 793-805, 806-824, 851-869 MHz)	AZ492FT7055
VHF (136-174 MHz)	AZ492FT3826
UHF R1 (380-470 MHz)	AZ492FT4915
UHF R2 (450-520 MHz)	AZ492FT4916
900 MHz (896-901, 901-902, 935-940, 940-941 MHz)	AZ492FT5865

FCC EMISSIONS DESIGNATORS

FCC Emissions Designators	8K10F1D, 8K10F1E, 8K10F1W, 11K0F3E, 16K0F3E, 20K0F1E, 10K0F3E (for AZ492FT5865 only)
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Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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MOTOROLA SOLUTIONS

TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

	700 MHz		800 MHz		VHF		UHF Range 1		UHF Range 2		900 MHz	
Frequency Range/Bandsplits	764-776 MHz 794-806 MHz		806-824 MHz 851-870 MHz		136-174 MHz		380-470 MHz		450-520 MHz		896-902 MHz 935-941 MHz	
Channel Spacing	25/12.5 kHz		25/12.5 kHz		30/25/12.5 kHz		25/12.5 kHz		25/12.5 kHz		12.5 kHz	
Maximum Frequency Separation	Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit		Full Bandsplit	
Rated RF Output Power (Adjustable)*	10-30 W		10-35 W		10-50 W		10-40 W		10-45 W (450-485 MHz) 10-40 W (485-512 MHz) 10-25 W (512-520 MHz)		1-30 W (896-901 MHz) (935-940 MHz) 1-3 W (901-902 MHz) (940-941 MHz)	
Frequency Stability* (-30°C to +60°C; +25°C Ref.)	0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM		±0.8 PPM	
Modulation Limiting*	±5/±2.5 kHz		±5/±4 (NPSPAC) /±2.5 kHz		±5/±2.5 kHz		±5/±2.5 kHz		±5/±2.5 kHz		±2.5 kHz	
Modulation Fidelity (C4FM) 12.5 kHz Digital Channel	1.5%		1.5%		2.5%		1.1%		1.1%		1.5%	
Emissions*	Conducted [†] -75/-85 dBc		Radiated [†] -20/-40 dBm		Conducted -75 dBc		Radiated -20 dBm		Conducted -85 dBc		Radiated -20 dBm	
Audio Response*	+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)		+1, -3 dB (EIA)	
FM Hum & Noise	25 & 20 kHz	-50 dB	-50 dB		-53 dB		-53 dB		-53 dB		—	
	12.5 kHz	-48 dB	-48 dB		-52 dB		-50 dB		-50 dB		-45 dB	
Audio Distortion*	25 & 20 kHz	0.50%	0.50%		0.50%		0.50%		0.50%		—	
	12.5 kHz	0.50%	0.50%		0.50%		0.50%		0.50%		0.80%	

RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS

		700 MHz	800 MHz	VHF	UHF Range 1		UHF Range 2		900 MHz	
Frequency Range/Bandsplits		764-776 MHz	851-870 MHz	136-174 MHz	380-470 MHz		450-520 MHz		935-941MHz	
Channel Spacing		25/12.5 kHz	25/12.5 kHz	30/25/12.5 kHz	25/12.5 kHz		25/12.5 kHz		12.5 kHz	
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit		Full Bandsplit		Full Bandsplit	
Audio Output Power 3% distortion, 8/3,2 Ohm speakers		7.5/15 W	7.5/15 W	7.5/15 W	7.5/15 W		7.5/15 W		7.5/15 W	
Frequency Stability* (-30°C to +60°C; +25°C Ref.)		±0.8 PPM	±0.8 PPM	±0.8 PPM	±0.8 PPM		±0.8 PPM		±0.8 PPM	
Analog Sensitivity*	12 dB SINAD	-121 dBm (0.199 µV)	-121 dBm (0.199 µV)	Pre-Amp -123 dBm (0.158 µV)	Standard -119 dBm (0.251 µV)	Pre-Amp -123 dBm (0.158 µV)	Standard -119 dBm (0.251 µV)	Pre-Amp -123 dBm (0.158 µV)	Standard -119 dBm (0.251 µV)	Standard -120dBm (0.224 µV)
Digital Sensitivity	5% BER	-121.5 dBm (0.210 µV)	-121.5 dBm (0.210 µV)	-123 dBm (0.158 µV)	-119 dBm (0.251 µV)	-123 dBm (0.158 µV)	-119 dBm (0.251 µV)	-123 dBm (0.158 µV)	-119 dBm (0.251 µV)	-121dBm (0.200 µV)
Intermodulation	25 kHz	82 dB	82 dB	84 dB	86 dB	82 dB	86 dB	82 dB	86 dB	—
	12.5 kHz	82 dB	82 dB	85 dB	86 dB	83 dB	85 dB	83 dB	85 dB	82 dB
Spurious Rejection		91 dB	91 dB	95 dB	93 dB		93 dB		91 dB	
Audio Distortion at rated*		2%	2%	2%	2%		2%		2%	
Selectivity*	25 kHz	85 dB	85 dB	89 dB	83 dB		83 dB		—	
	12.5 kHz	75 dB	75 dB	77 dB	72 dB		72 dB		74dB	
	30 kHz	—	—	90 dB	—		—		—	

DIMENSIONS

	Inches	Millimeters
Mid Power Radio Transceiver	2 x 7 x 6.4	50.8 x 178 x 163
O2 Control Head	2.7 x 8.1 x 2.1	69 x 207 x 53
Mid Power Radio Transceiver and O2 Control Head - Dash Mount	2.7 x 8.1 x 8.8	69 x 207 x 223
Mid Power Radio Transceiver and O2 Control Head Weight	5.28 lbs	2.45 kg

SIGNALING (ASTRO MODE)

Signaling Rate	9.6 kbps
Digital ID Capacity	10,000,000 Conventional / 48,000 Trunking
Digital Network Access Codes	4,096 network site addresses
ASTRO® Digital User Group Addresses	4,096 network site addresses
Project 25 - CAI Digital User Group Addresses	65,000 Conventional / 4,094 Trunking
Error Correction Techniques	Golay, BCH, Reed-Solomon codes
Data Access Control	Slotted CSMA: Utilizes infrastructure-sourced data status bits embedded in both voice and data transmissions.

RADIO MODELS

700/800 (763-870 MHz)	M22URS9PW1AN
VHF (136-174 MHz)	M22KSS9PW1AN
UHF Range 1 (380-470 MHz)	M22QSS9PW1AN
UHF Range 2 (450-520 MHz)	M22SSS9PW1AN

GPS SPECIFICATIONS

Channels	12
Tracking Sensitivity	-153 dBm
Accuracy**	<10 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<10 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GPS



APX™ 4500 SPECIFICATIONS

FEATURES AND BENEFITS:

Available in 700/800 MHz, VHF, UHF, UHF2, and 900 MHz.
Supports NPCS band (901-902 MHz and 940-941 MHz)

Channels: Standard 512

Trunking Standards supported:

- Clear or digital encrypted Trunked Operation
- Capable of SmartZone®, SmartZone Omnilink, SmartNet®

Analog MDC-1200 and Digital APCO P25
Conventional System Configurations

Narrow and wide bandwidth digital receiver
(6.25/12.5/25/30 kHz)

Embedded digital signaling (ASTRO and ASTRO 25)

Integrated Encryption Hardware

Integrated GPS/GLONASS for outdoor location tracking

Intelligent lighting

Radio profiles

Unified Call List

Meets applicable MIL-STD 810C, D, E, F, G

Ships standard IP56

Customer Programming Software (CPS) supported on
Windows XP, Vista, 7 and 8
(Windows 7 or 8 required for CPS R12.00.00 [June 2014] and later)

- Supports USB Communications
- Built in FLASHport™ support

Re-use of most XTL™ accessories, plus new
IMPRES accessories

OPTIONAL FEATURES:

256-bit AES Encryption

Programming over Project 25 (POP25)

Text Messaging

12 character RF ID asset tracking

Tactical OTAR

APX 4500 CONTROL HEAD PORTFOLIO



02 RUGGED CONTROL HEAD

- Large color display with intelligent lighting
- 3 lines of text 14 characters max / 1 line of icons / 1 line of menus
- Built in 7.5 W speaker
- Multifunction volume/channel knob
- Night/day mode button



BE BETTER EQUIPPED TO BE MISSION READY

APX™ 4500 PROJECT 25 MOBILE RADIO

A downed power line or the city transit system coming to a halt during rush hour, when the unexpected strikes, you must interoperate seamlessly and securely with other agencies and responders – often across multiple Project 25 (P25) systems. You need to instantly connect and be informed to make better decisions and respond effectively. While the advanced technology of APX™ radios expertly equips you for the unexpected, your organization may be challenged to improve operating expenses.

That's where the APX 4500 P25 mobile radio fits the bill perfectly. It delivers all the benefits of TDMA technology in a compact P25 capable mobile. The APX 4500 brings together powerful technology in an easy-to-use radio that's easy on your budget. It seamlessly unifies public works, utility, rural public safety and transportation users to first responders so they can communicate effectively in the moments that matter.

CONVENIENTLY SMALL, EASY TO INSTALL

The APX 4500 is designed to get the job done without getting in the way. A simplified dash mount design makes installation quick and easy, fitting into the existing XTL™ footprint so you can reuse mounting holes and cables.

Count on the APX 4500 to withstand wet, dusty and hazardous conditions, too. Its IP56 durability rating is the highest level of certification for uncompromising durability and world class quality in a mobile performer you can hose down.

KEEPS CREWS IN TOUCH, AND UP TO THE MINUTE

Safety runs in the APX family and the APX 4500 mobile is no exception. Like all our APX P25 radios trusted by responders worldwide, the APX 4500 mobile redefines safety. Your crews can count on quick, seamless interoperability and extended range – whether they are talking from the top of a pole or the bottom of a trench. You can depend on 256-bit AES encryption for secure, tamperproof voice and data communications every time they connect.

With integrated GPS in the APX 4500, you can keep an eye on workers and assets you can't see, tracking their locations continuously. The O2 control head with color display is easy to read and operate in all lighting conditions, from bright sunlight to dark streets. The intelligent lighting on the O2 control head notifies your workers when a call is received, an emergency arises, or when they are out of range. Plus, an enlarged multifunction knob makes it easy to use talk-group and volume settings when they're wearing gloves.

Over-the-air programming on the APX 4500 keeps your crews current in the field. You can update the latest mobile without interrupting voice communications while they work.

SIZED RIGHT FOR YOUR BUDGET

The APX 4500 lets you reuse many accessories which utilize the O5 and O3 control heads on XTL radios, so you can maximize your investment while you benefit from the latest technology. Since the APX 4500 is P25 Phase 2 capable for twice the voice capacity, you can add more users without adding more frequencies or infrastructure. It is backwards and forwards compatible with all Motorola mission critical radio systems, so you can interoperate with confidence while you improve operating expenses.



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
2j	Q811BU	ADD: SOFTWARE P25 CONVENTIONAL	6	\$650.00	\$474.50	\$2,847.00

Subtotal \$12,447.90

Estimated Tax \$1,074.00

Grand Total \$13,521.90(USD)

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

ARF-6574

Regular Agenda Item 2. H.

Regular BOS Meeting

Meeting Date: 04/20/2021

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Information

Request/Subject

Adopt Resolution number 21-04-05 to approve the submittal of a grant application by the Pine-Strawberry Fire District to the Fort McDowell Yavapai Nation in the amount of \$34,602.78 to support the purchase of thirteen state-of-the-art very high frequency (VHF) public safety radios for first responders for the Fire District.

Background Information

The passage of Proposition 202 by the voters of Arizona in November 2002 set the stage for new gaming compacts between the State and the respective tribes. An important provision of Proposition 202 was the sharing of gaming revenues with the State. A portion of the revenue to be shared can be retained by a tribe and distributed itself. Specifically, Proposition 202 states: "The Tribe shall make twelve percent (12%) of its total annual contribution under Section 12(B) in either or both of the following forms: Distributions to cities, towns, or counties for government services that benefit the general public, including public safety, mitigation of the impacts of gaming, or promotion of commerce and economic development. Deposits to the Commerce and Economic Development Commission Local Communities Fund established by A.R.S. Section 41-1505.12." The Fort McDowell Yavapai Nation has opted for option one (above) and therefore distributes these "12 percent" funds directly to cities, towns, or counties through our State Shared Revenue Grants Program. Since the law requires that all funds be distributed to cities, towns, and counties, the other potential grantees are required to cooperate with either a city, town, or county entity to receive any grant funding and act as a pass-through for the other agencies. This process is used throughout Arizona with Tribal Governments that choose to directly distribute a portion of their gaming funds. Cities, towns, and counties are asked to provide resolutions accepting these grants and acting as pass-through agencies for non-municipal entities that are successful grant recipients. The Pine-Strawberry Fire District has applied to the Fort

McDowell Yavapai Nation for \$34,602.78 to support the purchase of thirteen state-of-the-art very high frequency (VHF) public safety radios for first responders for the Fire District. According to the grant application, a resolution from a county or municipality is required stating proof of support and sponsorship and that the county or municipality will act as a pass-through agency for the grant funds.

Evaluation

The Pine-Strawberry Fire District is requesting the Board of Supervisors to adopt the attached resolution to comply with the grant application requirements.

Conclusion

The Pine-Strawberry Fire District has a critical need to replace outdated technology and procure new state-of-the-art very high frequency (VHF) public safety radios for first responders for the Fire District. The District will be addressing the need to replace this equipment through this grant application.

Recommendation

Staff recommends that the Board of Supervisors adopt Resolution number 21-04-05.

Suggested Motion

Information/Discussion/Action to adopt Resolution No. 21-04-05 in support of a grant application in the amount of \$34,602.78 that is being submitted to the Fort McDowell Yavapai Nation by the Pine-Strawberry Fire District (PSFD); authorizing Gila County to act as the fiscal agent for the PSFD; and agreeing to accept funding from the Fort McDowell Yavapai Nation on behalf of the PSFD. **(Mary Springer)**

Attachments

Grant Application

21-04-05 Resolution

Project Summary

Project Summary: Critical Radio Communication Upgrade Project

This project will provide thirteen state-of-the-art very high frequency (VHF) public safety radios for first responders. The project will provide associated antennas, batteries, chargers, etc. needed to support the radios. The new radios will replace older technology that is no longer fully supported.

Narrative:

The Critical Radio Communication Upgrade Project is a **new project** allowing the Pine-Strawberry Fire District to meet an urgent need to provide new state-of-the-art handheld radios for first responders.

The purpose of this project is to upgrade older failing radios which are being phased out by the manufacturer and will no longer be supported by the manufacturer. These radios will be used for all aspects of **public safety** communications and allow our responders to provide the best possible care for residents of the district, Arizona and all guests traveling through the area. This purpose meets Fort McDowell's funding priority for public safety, health and the environment. They will be used for fire, rescue, **health** and emergency medical service and forest fires effecting the **environment**.

This project fulfills the need for critical communications on all types of emergency responses and will serve not only the 4,000 district residents, but will also serve the approximately 20,000 mutual aid fire departments nearby. It will also serve over 100,000 visitors that use the forest adjacent to the fire district. This project will particularly help with the many rescue missions Pine-Strawberry Fire District conducts each year into the Fossil Creek Wild and Scenic River area.

This project has no other entities partnering. This project is not being submitted to any other tribes at this time, but may be if not selected by Ft. McDowell Yavapai Nation Grant Committee.

The timetable to implement this project will be no longer than 120 days from award.

The Pine-Strawberry Fire District respectfully thanks the Grant Committee for considering our project.

2021 Arizona Benefits Fund Grant Application

Applicant Info: Pine-Strawberry Fire District
3741 N. Prince Drive
P.O. Box 441
Pine, AZ 85544

Phone: 928-476-4272
Fax: 928-476-4634

Primary Contact: John D. Wisner, Fire Chief
P.O. Box 441
Pine, AZ 85544

Email: jwisner@psfd.az.gov
Phone: 928-476-4272
Cell: 928-978-9321
Fax: 928-476-4634

Sponsor Info: Email: mspringer@gilacountyaz.gov
Gila County, Arizona
1400 E. Ash Street
Globe, AZ 85501

Phone: 928-425-3231

Government Sponsor Acknowledgement:



Mary Jane Springer, Gila County
Finance Director

Page 3.....Blank

Signatures:

Gila County Supervisor: _____
Tim Humphrey, Chairman

Attest:

Marian Sheppard, Clerk of the Board

Project Budget

Qty.	Item	Unit Price Each	Extended Price
13	BKR500-T3 Radio	1,895.00	24,635.00
13	BKR-Yel Case	52.50	682.50
13	BKR0101 Battery Pack	152.50	1,982.50
13	BKR0120 Battery Clamshell	97.50	1,267.50
1	BKR0300 Single Charger	127.50	127.50
2	BKR0303-6 Multi-Charger	575.00	1,150.00
2	BKR0206 Speaker Microphone	402.50	805.00
4	BKR701 Cloning Cable	175.00	700.00
2	BKR0700 Cloning Cable	167.50	335.00
1	BKR0710 Prog. Cable	85.00	85.00
1	BKR0733-5.8.9 Software	99.50	99.50
13	BKR0810GPS Antenna	52.50	682.50
		Subtotal	32,552.00
		6.3% SalesTax	2,050.78
		TOTAL	34,602.78



RESOLUTION NO. 21-04-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF GILA COUNTY, ARIZONA IN SUPPORT OF A GRANT APPLICATION BEING SUBMITTED TO THE FORT MCDOWELL YAVAPAI NATION FOR THE PINE-STRAWBERRY FIRE DISTRICT AND AUTHORIZING GILA COUNTY TO ACT AS THE FISCAL AGENT AND ACCEPT FUNDING ON BEHALF OF PINE-STRAWBERRY FIRE DISTRICT.

WHEREAS, the Pine-Strawberry Fire District is a special taxing district formed in 1969 in Gila County; and,

WHEREAS, the Pine-Strawberry Fire District will submit an application for a grant from the Fort McDowell Yavapai Nation in the amount of \$34,602.78; and,

WHEREAS, the Pine-Strawberry Fire District needs this supplemental funding to purchase thirteen new state-of-the-art Very High Frequency (VHF) radios for the Pine-Strawberry Fire District; and,

WHEREAS, the guidelines for the grant require proof of support and sponsorship from Gila County in the form of a duly adopted resolution of the Board of Supervisors providing that Gila County will act as a fiscal agent and accept funding on behalf of the Pine-Strawberry Fire District;

NOW, THEREFORE, BE IT RESOLVED, that the Gila County Board of Supervisors supports and sponsors the grant application for Pine-Strawberry Fire District per the gaming grants requirements of the Fort McDowell Yavapai Nation and further will act as the fiscal agent and accept funding on behalf of Pine-Strawberry Fire District.

PASSED AND ADOPTED this 20th day of April 2021, at Globe, Gila County, Arizona.

Attest:

GILA COUNTY BOARD OF SUPERVISORS

Marian Sheppard, Clerk of the Board

Tim R. Humphrey, Chairman

Approved as to form:

The Gila County Attorney's Office

ARF-6545

Regular Agenda Item 2. I.

Regular BOS Meeting

Meeting Date: 04/20/2021

Submitted For: Elaine Votruba, Public Services Librarian

Submitted By: Elaine Votruba, Public Services Librarian

Department: Deputy County Mgr/Library District

Division: Library District

Fiscal Year: 2020-2021

Budgeted?: Yes

Contract Dates July 1, 2020 to June

Grant?: No

Begin & End: 30, 2021

Matching No

Fund?: Renewal

Requirement?:

Information

Request/Subject

Approval of the Library Service Agreement for the San Carlos Public Library for FY 20/21.

Background Information

The Gila County Library District contracts annually with the affiliate public libraries to cooperate in the provision of library services to the citizens of the District. These Library Service Agreements serve as contracts for facilitating funding and resource sharing.

On August 17, 2020, the Board of Supervisors approved Library Service Agreements for Globe, Isabelle Hunt (Pine), Miami, Payson, Tonto Basin, and Young public libraries for the period July 1, 2020, to June 30, 2021. The Library Service Agreement for San Carlos Library was delayed due to COVID-19 and tribal buildings closed and are being presented to the Board for approval at this time.

Evaluation

Library funding is based on the aggregate percentages of the four library service measures, from the baseline FY 12, along with a base amount for each of the community libraries. This year's funding totals are as follows:

San Carlos Public Library - \$34,270.

The Library District will distribute these amounts in two installments --

the first, following this approval, and the second in May 2021.

Conclusion

Approval of the FY 20/21 Library Service Agreement with the San Carlos Apache Tribe will facilitate funding and resource sharing with the affiliate libraries of the Gila County Library District. The San Carlos Public Library is an affiliate library.

Recommendation

The Gila County District Librarian recommends approval of the FY 21 Library Service Agreement between the Gila County Library District and the San Carlos Apache Tribe.

Suggested Motion

(Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)

Information/Discussion/Action to approve a Library Service Agreement with the San Carlos Apache Tribe for the San Carlos Public Library for the period July 1, 2020, to June 30, 2021. **(Elaine Votruba) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

Attachments

Library Service Agreement San Carlos Library FY21

San Carlos Tribal Resolution for Library Service Agreement FY21

**GILA COUNTY LIBRARY DISTRICT
LIBRARY SERVICE AGREEMENT
JULY 1, 2020 TO JUNE 30, 2021**

This Agreement (this "Agreement") is entered into by and between the GILA COUNTY LIBRARY DISTRICT, hereinafter referred to as the "District," and the SAN CARLOS APACHE TRIBE, hereinafter referred to as the "Tribe" and shall be for a period commencing July 1, 2020 to June 30, 2021. (The District and the Tribe shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

RECITALS

WHEREAS, the San Carlos Apache Tribe is a federally recognized tribe organized Pursuant to the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), as amended by the Act of June 15, 1935 (49 Stat. 378);

WHEREAS, the Gila County Board of Supervisors has established a County Library District, pursuant to A.R.S. 11-901 et seq. and 48-3901 et seq.; and

WHEREAS, the District and the Tribe recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Tribe operates and maintains a library and it is the desire of the Tribe to continue as a participating member of the District; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result therefrom, the Parties hereby agree as follows:

1. Purpose

All citizens of the District shall have full use of the library facilities and services.

2. Term

This Agreement shall have a term of one (1) year commencing on July 1, 2020 and ending June 30, 2021.

3. Tribe Responsibilities:

A. The Tribe shall use the District funds to ensure the payments of salaries, routine maintenance and upkeep and other necessary expenses of the San

Carlos Public Library, pursuant to ARS 48 - 3901 et seq. Funds will not be used for capital improvement projects or major building repairs without prior approval from the Board of Directors of the Gila County Library District. The Tribe shall submit the annual FY21 Library budget to the District at the time of submission of this agreement. The Library will provide a year-to-date expenditure report to the District prior to the second payment by the District to the Tribe. An annual written accounting shall be made to the District describing the manner and use of funds are required by the District within the first quarter of the following fiscal year.

- B. The Tribe shall annually submit to the Arizona State Library the Arizona Public Library Statistical Report as required by the State Library.
- C. The Tribe shall support resource sharing among libraries by participating in intra-library and inter-library loan services as a borrower and lender of library materials.
- D. The Tribe shall require that the library maintain a minimum of 24 public service hours each week. These hours may be inclusive of official holidays observed by Gila County.
- E. The Tribe shall notify the District of library closures outside the normal routine schedule within 24 hours prior to the closure, the exception is any emergency situation.
- F. The Tribe shall comply with any reasonable conditions or restrictions which the District or another participating library imposes with respect to loans of books, materials, or equipment to the station library. The Tribe agrees to reimburse any other participating library for any losses and/or damage to books, materials, or equipment belonging to another participating library or the District, which occur while these items are in the possession and control of the Tribe.
- G. The Tribe agrees the library staff will comply with the policies and shared processes and procedures of the District.
- H. The Tribe's decision to participate in a countywide online system is evidenced by the authorized signature(s) on this Agreement. The Tribe gives the District permission to make all decisions relate to E-Rate on the Tribe's behalf. The Tribe agrees to utilize the online system for: cataloging, circulation, online shared public access catalog, long-term loan of supplementary Library District materials, if applicable, and other online functions as may be implemented.
- I. The Tribe shall ensure that the Library Manager (Librarian) and staff understand and are proficient in all functions of the online system that they are responsible for by providing reasonable time for staff to attend training on the online system at the District's recommendation. Training will be overseen by, and coordinated through the District.

- J. Tribe shall require library staff to attend and participate in the majority of countywide librarian's meetings each year.

4. District Responsibilities:

- A. To provide a countywide online system subject to conditions specified in this Agreement. Operation of the countywide online system is a Library District function subject to oversight by the Board of Directors of the Library District, who will make final decisions regarding this system.
- B. Operate the online system continuously; notifying the participating library in advance of any scheduled shutdowns, should any be necessary for maintenance and backup routines,
- C. Provide internet access (connectivity) and E-Rate decisions for both library staff and public computers.
- D. Coordination of countywide library development that will include continuing education opportunities for staff and volunteers, offer regular orientation training on the online system for all new staff at the affiliate libraries, as well as coordinate and oversee special update training for veteran staff, professional assistance and consultation services.
- E. Provide all IT network support and services for Local Area Network (LAN) and Wide Area Network (WAN).

5. Compensation:

The Tribe and the District acknowledge that the services performed have a value to the District and the Tribe. In consideration of that value, the District agrees to match the Tribe local funds for library services, in the total amount of **\$34,270.00** for fiscal year 2021 to be distributed in two installments, in November 2020 and May 2021.

GENERAL TERMS

- 1. **Workers' Compensation:** Each Party will comply with the notice requirements of A.R.S. § 23-1022(E). In addition, A.R.S. § 23-1022 (D) shall apply in all respects and the primary employer of an employee working or providing services under this Agreement shall maintain workers' compensation insurance coverage for such employee.
- 2. **Mutual Indemnification:** To the fullest extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses, including reasonable attorney's fees, ("**Claims**") arising out of actions taken in performance of this

Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

3. **Termination:** Either Party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other Party.
4. **Disposition of Property on Termination:** The Parties do not expect that there shall be any property owned by the Parties that will be comingled that will need to be disposed of after termination of the Agreement. However, pursuant to A.R.S. § 11-952(B)(4) upon termination of this Agreement, equipment furnished or purchased by the District shall be retained by the District and equipment furnished or purchased by the Tribe shall be retained by the Tribe.
5. **Cancellation for Conflict of Interest:** This Agreement is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same is fully set forth in this Agreement.
6. **Compliance with Laws:** The Parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing, rules and regulations during the term of this Agreement shall apply but do not require an amendment.
7. **Entire Agreement:** This document constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior or contemporaneous agreement and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by both Parties.
8. **Non-Appropriation:** Notwithstanding any other provision in this Agreement to the contrary, and in accordance with A.R.S. § 35-154, this Agreement may be terminated if, for any reason, the District or the Tribe does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such termination, the Parties will have no further obligations under this Agreement other than for payment for services rendered or goods provided prior to termination.
9. **Immigration Law Compliance Warranty:** As required by A.R.S. § 41-4401, each Party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each Party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either Party uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement.

subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of the other Party and its subcontractors engaged in performance of this Agreement to ensure that the other Party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times and at a location agreed to by the Party subject to the inspection. If state law is amended, the Parties may modify this paragraph consistent with state law.

10. Arbitration. To the extent required by A.R.S. §§ 12-133 and 12-1518(B), the Parties agree to resolve any dispute arising out of this Agreement by arbitration. To the extent permitted by law, each Party agrees to bear its own costs of arbitration fee.

11. Governing Law and Jurisdiction. This Agreement shall in all respects be governed by the laws of the State of Arizona without reference to its principles of conflicts of laws. If any applicable arbitration fails, the Parties agree that all disputes and litigation regarding this Agreement and matters connected with its performance shall be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the Federal courts sitting therein. Notwithstanding the foregoing, nothing in this Agreement shall be construed as a waiver of sovereign immunity by the San Carlos Apache Tribe, its consent to be sued, or its consent to the jurisdiction of any federal or state court.

12. Finances and Budgetary Matters: Pursuant to A.R.S. § 11-952(B)(3), the establishment and maintenance of a budget for this Agreement, and the financing for it, shall be approved annually by the District and the Tribe through its respective board or council; financing may include commitment of general funds, grant funds, or other available financing.

13. Notices and Contact List


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

San Carlos Public Library
Attn: Emma Victor, Librarian
PO Box 545
San Carlos, AZ 85550

Gila County Library District
Attn: Jacque Sanders
1400 E. Ash Street
Globe, Arizona 85501

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

SAN CARLOS APACHE TRIBE


Terry Rambler
Chairman

GILA COUNTY LIBRARY DISTRICT

Chairman, Board of Directors

ATTEST:


Tribal Council Secretary

ATTEST:

Clerk of the Board


Date

Date

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the San Carlos Apache Tribe who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the San Carlos Apache Tribe.


Attorney for San Carlos Apache Tribe

Pursuant to A.R.S. 11-952(D) the foregoing agreement has been reviewed by the undersigned attorney for the Gila County Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Gila County.

County Attorney

**SAN CARLOS APACHE TRIBE
SAN CARLOS APACHE INDIAN RESERVATION
SAN CARLOS, ARIZONA**

No. MR-21-026

**(Approving Library Services Agreement with Gila County Library District for FY
2021 and a Limited Waiver of Sovereign Immunity from Suit for the Purpose of
Dispute Resolution)**

WHEREAS, the San Carlos Apache Tribe (the “Tribe”) is a federally recognized Indian Tribe organized pursuant to the provisions of Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984); and

WHEREAS, the San Carlos Council (“Council”) has the authority, among other things, to “represent the Tribe and act in all matters that concern the welfare of the Tribe, and to make decisions not inconsistent with or contrary to [the Tribe’s] Constitution and Bylaws” and to “negotiate and make contracts with the Federal, State and local governments,” pursuant to Article V, Section(s) 1(a) and (b) of the Amended Constitution and By-Laws of the San Carlos Apache Tribe; and

WHEREAS, pursuant to Resolution Nos. NV-19-179, SP-16-163, SP-17-166, and SP-13-217, the Council approved a Library Services Agreement with the Gila County Library District for the Tribe to operate and maintain a library within the exterior boundaries of the San Carlos Apache Reservation (“Reservation”) and a limited waiver of sovereign immunity from suit for purposes of A.R.S. §§ 12-1518 and 12-133; and

WHEREAS, the current agreement has expired and it is the desire of the Tribe to continue to operate and maintain a library in the Reservation; and

WHEREAS, for such purposes, the San Carlos Public Library this day proposes a new Library Services Agreement, as attached and incorporated by this reference; and

WHEREAS, the proposed agreement does include a requirement for binding arbitration at paragraph 10, which is required for all agreements with the State of Arizona pursuant to A.R.S. §§ 12-1518 and 12-133, that requires a limited waiver of sovereign immunity for such purpose; and

WHEREAS, the Council finds that the proposed agreement will continue to provide vital library services to enrolled members of the Tribe and thus the purposed agreement would be in the best interest of the Tribe.

BE IT RESOLVED by the Council of the San Carlos Apache Tribe that:

1. The Library Services Agreement (“LSA”), as attached and incorporated by this reference, is hereby approved for a one-year term, commencing on July 1, 2020 and ending on June 30, 2021.
2. For such purposes, a limited waiver of the Tribe’s sovereign immunity from suit is hereby provided for the purpose of dispute resolution only in the form of arbitration if the following conditions exist:
 - A. A dispute between Gila County and the San Carlos Apache Tribe arises directly from the LSA between them for the purposes expressed therein;
 - B. The claim alleges a breach by the Tribe of one or more specific obligations or duties which the Tribe expressly assumes under the terms of the LSA;
 - C. The claim seeks either 1) specific performance by the Tribe; 2) payment of all amounts due under the LSA, if any, and reasonable costs that Gila County incurs in collection of such amounts; or 3) the foreclosure of collateral secured under the Agreement, if any;
 - D. The scope of arbitration is solely limited to breach of contract actions brought pursuant to the LSA referenced herein for the benefit of Gila County only, or as Assignee of a valid assignment of Gila County’s interest in the LSA, if any;
 - E. The Tribe does not agree to any arbitration by persons or parties or their assignees which are not a party to the LSA, nor to any arbitration proceeding or other proceedings based on alleged tortious conduct, or for the imposition of incidental, consequential, exemplary or punitive damages or lost profits;
 - F. Any claim against which arbitration may be demanded shall be made in writing to the Tribe, addressed to the Tribe’s Department of Justice, Post Office Box 40, San Carlos, Arizona, 85550 from Gila County and the Tribe shall have thirty (30) days upon receipt to act on such claim before arbitration proceedings may be instituted; and
 - G. Provided that no provision of the LSA is intended to waive either party’s sovereign immunity from suit.

BE IT FURTHER RESOLVED by the Council of the San Carlos Apache Tribe that the Chairman, or in his absence, the Vice Chairman, or designee, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution.

CERTIFICATION

I, the undersigned, Secretary of the San Carlos Council, hereby certify that the Council is composed of eleven (11) members, of whom nine (9) constituting a quorum, were at a Regular Meeting hereto held on the 2nd day of March, 2021, and that the foregoing Resolution No. MR-21-026 was duly adopted by a vote of **FOR: 8; OPPOSED: 0; ABSTAINED: 0;** of the Tribal Council pursuant to Article V, Section 1 (a) of the Amended Constitution and Bylaws of the San Carlos Apache Tribe, effective, February 24, 1954.



Santana Dillon

Council Secretary

SAN CARLOS APACHE TRIBE

ARF-6543

Consent Agenda Item 3. A.

Regular BOS Meeting

Meeting Date: 04/20/2021

Submitted For: Eric Mariscal, Director

Submitted By: Erin Miller, Elections Assistant

Department: Elections

Information

Request/Subject

Appointment of Republican 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

There are vacancies for the office of Republican Party Precinct Committeemen in the following precincts: Payson #1, Payson #2, Pine Strawberry East, Pine Strawberry West, Star Valley, and Tonto Basin. Gary Morris, Gila County Republican Committee Chairman, has submitted the following individuals to fill those vacancies: Denise Bacon - Payson #1 Precinct; Darla Carlisle - Payson #2 Precinct; Christine A. Ray - Pine Strawberry East Precinct; Zachary Shane Geesling - Pine Strawberry West Precinct; Priscilla Yannina Brewer - Star Valley Precinct; Dinah Lundell - Star Valley Precinct; Scott B. DeLaurentis - Star Valley Precinct; Patti Jo Dremmer - Tonto Basin Precinct; and Randy Scott Roberson - Tonto Basin Precinct. Per state 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 Republican Party.

Conclusion

The Board of Supervisors needs to consider the names presented by Gary Morris, Gila County Republican Committee Chairman, to fill Republican Party Precinct Committeemen vacancies for the following precincts: Payson #1, Payson #2, Pine Strawberry East, Pine Strawberry West, Star Valley, and Tonto Basin.

Recommendation

The Elections Department Director requests that the Board of Supervisors approve the requested appointments as presented.

Suggested Motion

Appointment of the following Republican Party Precinct Committeemen in Gila County: Denise Bacon - Payson #1 Precinct; Darla Carlisle - Payson #2 Precinct; Christine A. Ray - Pine Strawberry East Precinct; Zachary Shane Geesling - Pine Strawberry West Precinct; Priscilla Yannina Brewer - Star Valley Precinct; Dinah Lundell - Star Valley Precinct; Scott B. DeLaurentis - Star Valley Precinct; Patti Jo Dremmler - Tonto Basin Precinct; and Randy Scott Roberson - Tonto Basin Precinct.

Attachments

Gila County Republican Party Appointments

ARS 16-821

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Denise Bacon (Name on Voter Registration) a duly qualified
Republican elector residing at

913 W. Rim View Payson AZ 85541
Address City State Zip

N/A N/A 928-978-7787
Home Phone Work Phone Cell Phone

Crazyentchic@gmail.com N/A
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Payson #1 CODE NUMBER 200

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled. copy of new voter registration attached.

 Resignation/Replacement/Death of

RESPECTFULLY SUBMITTED [Signature] 9 March 2021
Gila County Chairman Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: D. Bacon Date: 2/5/2021

Voter Identification Number:

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Darla Carlisle (Name on Voter Registration) a duly qualified
Republican elector residing at

1104 S. Elk Ridge Pl Payson Az 85541
Address City State Zip

623-202-1779
Home Phone Work Phone Cell Phone

dcarlisle537@gmail.com
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of PAYSON #2 CODE NUMBER 205

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

☐ Resignation/Replacement/Death of _____

RESPECTFULLY SUBMITTED

Gila County Chairman

3/3/2021
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: Darla Carlisle Date: 3/4/2021

Voter Identification Number: _____

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Christine A. Ray (Name on Voter Registration) a duly qualified
Republican elector residing at

5528 W. Drippingsprings Dr. Pine AZ 85544
Address City State Zip

623-680-5250
Home Phone Work Phone Cell Phone

CAR85087@MSN.COM
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Pine Strawberry East CODE NUMBER 310

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

☐ Resignation/Replacement/Death of _____

RESPECTFULLY SUBMITTED

[Signature]
Gila County Chairman

25 FEB 2021
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: Chris Ray Date: 2/19/2021

Voter Identification Number: 21742561

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

ZACHARY SHANE GIBBS (Name on Voter Registration) a duly qualified Republican elector residing at

6707 W JAW DR PINE AZ 85544
Address City State Zip

480-848-5946 928-595-1798
Home Phone Work Phone Cell Phone

STRATZACH@AOL.COM / PO BOX 1771 PINE AZ 85544
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Pine/Strawberry West CODE NUMBER 315

to fill a vacancy in the same Precinct because:

☐ Legal vacancy has not been filled.

☒ Resignation/Replacement/Death of: Monique Figueroa moved

RESPECTFULLY SUBMITTED

[Signature]
Gila County Chairman

24 Feb 2021
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: [Signature] Date: 02-24-2021

Voter ID number _____

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

PRISCILLA YANNINA BREWER (Name on Voter Registration) a duly qualified
Republican elector residing at

161 E LARIAT DRIVE STAR VALLEY AZ 85541
Address City State Zip

Home Phone Work Phone Cell Phone
480-577-7052

PRISCILLA.BARRERA@HOTMAIL.COM
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Star Valley CODE NUMBER 240

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

☐ Resignation/Replacement/Death of _____

RESPECTFULLY SUBMITTED
[Signature] 25 FEB 2021
Gila County Chairman Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: Priscilla J Brewer Date: 2/23/2021

Voter Identification Number: _____

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Dinah Lundell (Name on Voter Registration) a duly qualified
Republican elector residing at

160 W. Claxton Rd. Payson AZ 85541
Address City State Zip

480 650 3667 same
Home Phone Work Phone Cell Phone

dinahfaye44@gmail.com
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of STAR VALLEY CODE NUMBER 240

to fill a vacancy in the same Precinct because:

☐ Legal vacancy has not been filled.

☒ Resignation/Replacement/Death of Don Eline

RESPECTFULLY SUBMITTED

Gila County Chairman

[Signature] 9 March 2021
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: Dinah Lundell Date: 3-2-2021

Voter Identification Number: _____

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Scott B DeLaurentis (Name on Voter Registration) a duly qualified
Republican elector residing at

2405 E. Indian Pink Cir. Payson AZ 85541
Address City State Zip

Home Phone

Work Phone

Cell Phone

astthebitmechanic@yahoo.com
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of STAR VALLEY CODE NUMBER 240

to fill a vacancy in the same Precinct because:

☐ Legal vacancy has not been filled.

☒ Resignation/Replacement/Death of: Peri Cline

RESPECTFULLY SUBMITTED

Gila County Chairman

Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: [Signature] Date: 3-4-21

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Patti Jo Dremler (Name on Voter Registration) a duly qualified Republican elector residing at

158 W Saguaro Cir (PO Box 1475) Tonto Basin AZ 85553
Address City State Zip

520-282-0755
Home Phone Work Phone Cell Phone

pdremler@msn.com
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Tonto Basin CODE NUMBER 330

to fill a vacancy in the same Precinct because:

Legal vacancy has not been filled.

☒ Resignation/Replacement/Death of: Madra Bernhard

RESPECTFULLY SUBMITTED

[Signature]
Gila County Chairman

25 March 2021
Date Submitted

Patti was
appointed by BOS
3/2/21 then
moved from
Gisela
precinct to
Tonto Basin
precinct.
See new Voter
registration
update

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: Patti Dremler

Date: 03/19/20

GILA COUNTY REPUBLICAN COMMITTEE

PRECINCT COMMITTEEMAN APPOINTMENT

It is requested that the Gila County Board of Supervisors appoint:

Randy Scott Roberson (Name on Voter Registration) a duly qualified
Republican elector residing at

170 N. Old Mill Road Tonto Basin, AZ 85553
Address City State Zip

928-595-1127 SAME SAME
Home Phone Work Phone Cell Phone

RANDY@GlobalTrails.MEDIA
Email (Required) Fax

As a Republican Precinct Committeeman in Gila County for the

PRECINCT of Tonto Basin CODE NUMBER 330

to fill a vacancy in the same Precinct because:

☒ Legal vacancy has not been filled.

 Resignation/Replacement/Death of

RESPECTFULLY SUBMITTED

[Signature]
Gila County Chairman

17 March 2021
Date Submitted

Acceptance of Appointment

I agree to serve as a Precinct Committeeman. I will support the goals of the Arizona Republican Party and the Gila County Republican Committee, and help promote the Republican message in Arizona and Gila County.

The generally accepted duties of a Precinct Committeeman shall include:

1. Active participation in the Gila County Republican Party. A Precinct Committeeman should regularly attend Party Precinct Committeeman meetings as well as other Republican meetings and events and become actively involved in the affairs of the Party.
2. Support for nominees of the Republican Party. (Campaigning for a nominee of an opposition party constitutes failure to fulfill this duty.)
3. Active assistance to the Republican Party in obtaining Republican registered voters.
4. Active assistance to Republican voters on Election Day.
5. Financial assistance or time commitment to fund-raising activities of the Republican Party.

Signed: [Signature] Date: 3-12-21

Voter Identification Number:

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-6556

Consent Agenda Item 3. B.

Regular BOS Meeting

Meeting Date: 04/20/2021

Submitted For: Eric Mariscal, Director

Submitted By: Erin Miller, Elections Assistant

Department: Elections

Information

Request/Subject

Appointment of Democratic 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

There are vacancies for the office of Democratic Party Precinct Committeeman in the Payson #8 Precinct. Christine Senko, Gila County Democratic Committee Chairman, has submitted the following individuals to fill those vacancies: Carol Marie Waymire - Payson #8 Precinct and Karolyn Jean Switzer - Payson #8 Precinct. Per state 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 the vacancies exist for the Democratic Party.

Conclusion

The Board of Supervisors needs to consider the names presented by Christine Senko, Gila County Democratic Committee Chairman, to fill the Democratic Party Precinct Committeemen vacancies for the Payson #8 Precinct.

Recommendation

The Elections Department Director requests that the Board of Supervisors approve the requested appointments as presented.

Suggested Motion

Appointment of the following Democratic Party Precinct Committeemen in Gila County: Carol Marie Waymire - Payson #8 Precinct and Karolyn Jean Switzer - Payson #8 Precinct.

Attachments

Gila County Democratic Party Appointments

ARS 16-821

GILA COUNTY DEMOCRATIC PARTY

PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number 25159856
Must be registered Democrat

Please be advised that Carol Marie Waymire
LIST NAME AS YOU ARE REGISTERED
a duly qualified Democratic elector residing at:

400 W Arabian Way
Address

Payson 85541
Town Zip

928 468 1115 -
Home Phone Work Phone Cell Phone

- travlinwimin@gmail.com
Fax Email

has been selected a Precinct Committeeperson in the Gila County PRECINCT of

Payson 8, to fill a vacancy in the same Precinct because:

☒ A legal vacancy has not been filled.

☐ The Resignation of _____

RESPECTFULLY SUBMITTED

Chit M Sento
Gila County Democratic Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeperson. I will support the goals of the Arizona Democratic Party and help promote the Democratic message in Arizona.

The minimum duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct committeeperson should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Democratic Party.
3. Active assistance to the Democratic Party in obtaining Democratic registered voters.
4. Active assistance to Democratic voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Democratic Party.

Signed: Carol Marie Waymire

Date: 02/01/2021

GILA COUNTY DEMOCRATIC PARTY

PRECINCT COMMITTEE APPOINTMENT

Voter Identification Number 25153534
Must be registered Democrat

Please be advised that Karolyn Jean Switzer
LIST NAME AS YOU ARE REGISTERED
a duly qualified Democratic elector residing at:

2117 N Cold Springs Pt
Address

Payson, AZ 85541
Town Zip

— — 970-290-2831
Home Phone Work Phone Cell Phone

— karolyn@alum.mit.edu
Fax Email

has been selected a Precinct Committeeperson in the Gila County PRECINCT of

Payson 8, to fill a vacancy in the same Precinct because:

☒ A legal vacancy has not been filled.

— The Resignation of —

RESPECTFULLY SUBMITTED

Christa M. Soto
Gila County Democratic Party Chair

Acceptance of Appointment

I agree to serve as a Precinct Committeeperson. I will support the goals of the Arizona Democratic Party and help promote the Democratic message in Arizona.

The minimum duties of a Precinct Committeeperson shall include:

1. Active involvement in the Party. A Precinct committeeperson should regularly attend County meetings and club meetings and become actively involved in the affairs of the party.
2. Support for nominees of the Democratic Party.
3. Active assistance to the Democratic Party in obtaining Democratic registered voters.
4. Active assistance to Democratic voters on Election Day.
5. Financial assistance or time commitment to fund raising activities of the Democratic Party.

Signed: Karolyn Switzer

Date: 3/29/2021

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-6551

Consent Agenda Item 3. C.

Regular BOS Meeting

Meeting Date: 04/20/2021

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Sportsman's Chalet's Application for a Temporary Extension of Premises/Patio Permit.

Background Information

Any establishment that has been issued a liquor license must submit an Application for Extension of Premises/Patio Permit to the local governing body of the city, town, or county where the establishment is located. The application can be submitted to temporarily or permanently extend the premises/patio where serving liquor is permitted by the Arizona Department of Liquor Licenses and Control (DLLC). The local governing body usually has established internal procedures for review and approval of the application. The DLLC has final approval of all recommendations submitted by the local governing body.

Albert Keehn of Sportsman's Chalet submitted an application to temporarily extend the premises/patio where liquor is permitted to be sold during weekends from April 30, 2021, through June 28, 2021; July 2, 2021, through September 27, 2021; and October 1, 2021, through November 1, 2021.

Evaluation

The application has been reviewed by the Clerk of the Board and by the Building Official of the Community Development Division regarding the proposed extended area for liquor to be served. The application clearly indicates that the extended area will be to include the patio/parking lot and the staff of Sportsman's Chalet will be provided the required training.

Conclusion

This application is ready to be presented to the Board of Supervisors for a decision. The Board's recommendation for approval or disapproval will then be sent to the DLLC for a final decision.

Recommendation

It is recommended that the Board of Supervisors issue an approval recommendation to the DLLC.

Suggested Motion

Approval of the Application for an Extension of Premises/Patio Permit submitted by Albert Keehn to temporarily extend the premises where liquor is permitted to be served at the Sportsman's Chalet located in Strawberry.

Attachments

Sportsman's Chalet - Application

Sportsman's Chalet - Com Dev Response



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

DLLC USE ONLY

CSR:

Log #:

APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR

Notice: Allow 30-45 days to process permanent change of premises

☐ Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:

☒ Temporary change (No Fee) for date(s) of: SEE ATTACHED through / / list specific purpose for change:

Room For OVER FLOW

1. Licensee's Name: KEGAN Albert F License#: 06040009
Last First Middle
2. Mailing address: 5087 N High St Stanning AZ 85544
Street City State Zip Code
3. Business Name: Sproutman Chai
4. Business Address: 5087 N High St Stanning AZ 85544
Street City State Zip Code
5. Email Address: TimsFourkings@hotmail.com
6. Business Phone Number: 928 476 6484 Contact Phone Number: 928 951-4292
7. Is extension of premises/patio complete?
☒ N/A ☐ Yes ☐ No If no, what is your estimated completion date? / /
8. Do you understand Arizona Liquor Laws and Regulations?
☒ Yes ☐ No
9. Does this extension bring your premises within 300 feet of a church or school?
☐ Yes ☒ No
10. Have you received approved Liquor Law Training?
☒ Yes ☐ No
11. What security precautions will be taken to prevent liquor violations in the extended area? Trainers of STAFF

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept the application.

☐ Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

☐ Approval ☐ Disapproval by DLLC: _____ Date: ____/____/____

Notary

I, (Signature) *Albert F. Keen*, hereby declare that I am a **CONTROLLING PERSON/ AGENT** filing this notification. I have read this document and the contents and all statements are true, correct and complete.

State of Arizona

County of MARICOPA }

On this 3rd Day of MARCH, 20 21 before me personally appeared ALBERT F. KEEN
Day Month Year (Print Name of Document Signer)

Whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be and acknowledged that he or she signed the above/attached document.



(Affix Seal Above)

Albert F. Keen
Signature of NOTARY PUBLIC

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

☐ Approval

☐ Disapproval

Authorized Signature

Title

Agency

Date

DLLC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____

Temporary Change DATE's :

~~4/16 - 4/19~~ (AK)

~~4/23 - 4/24~~

4/30 - 5/3

5/7 - 5/10

5/14 - 5/17

5/21 - 5/24

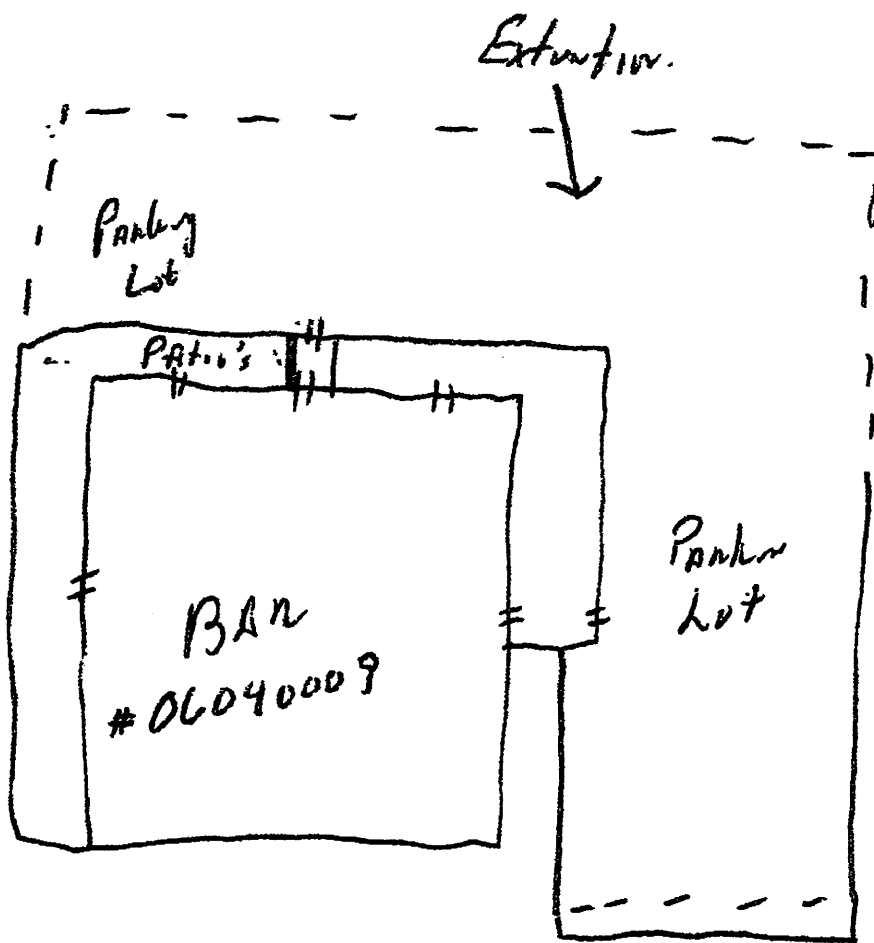
5/28 - 5/31

6/4 - 6/7

6/11 - 6/14

6/18 - 6/21

6/25 - 6/28



Temporary Change DATE's :

7/2 - 7/5

8/4 - 8/9

9/3 - 9/6

7/9 - 7/12

8/13 - 8/16

9/10 - 9/13

7/14 - 7/19

8/20 - 8/23

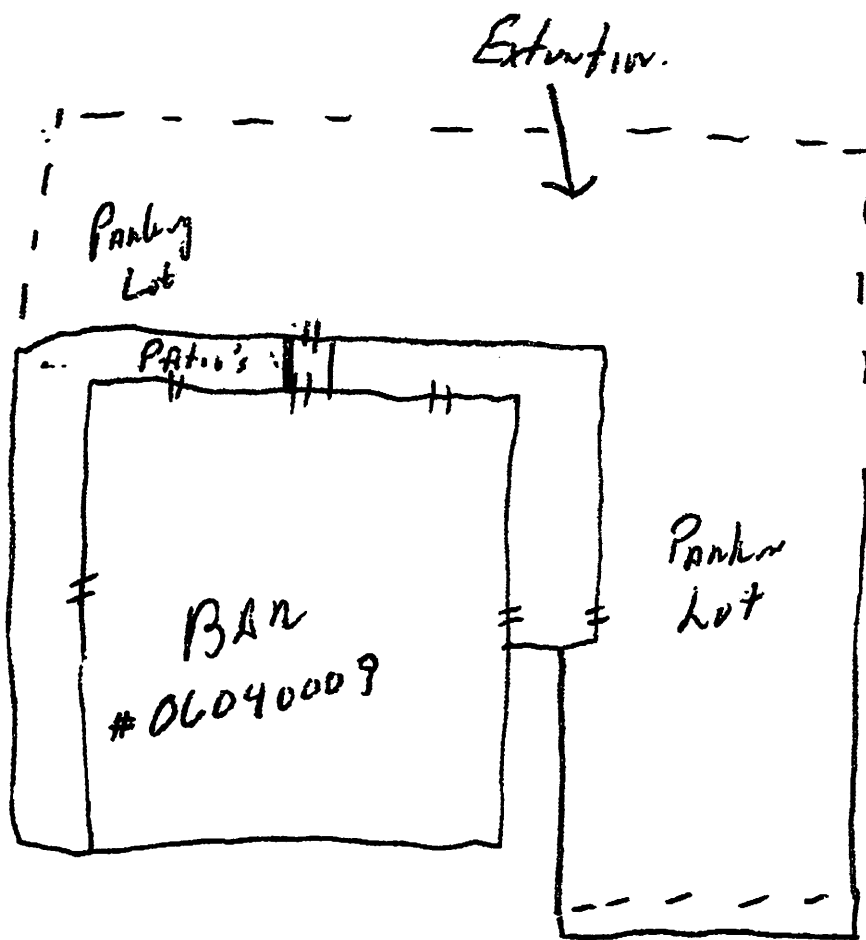
9/17 - 9/20

7/23 - 7/24

8/27 - 8/30

9/24 - 9/27

7/30 - 8/2



Temporary Change DATE's ;

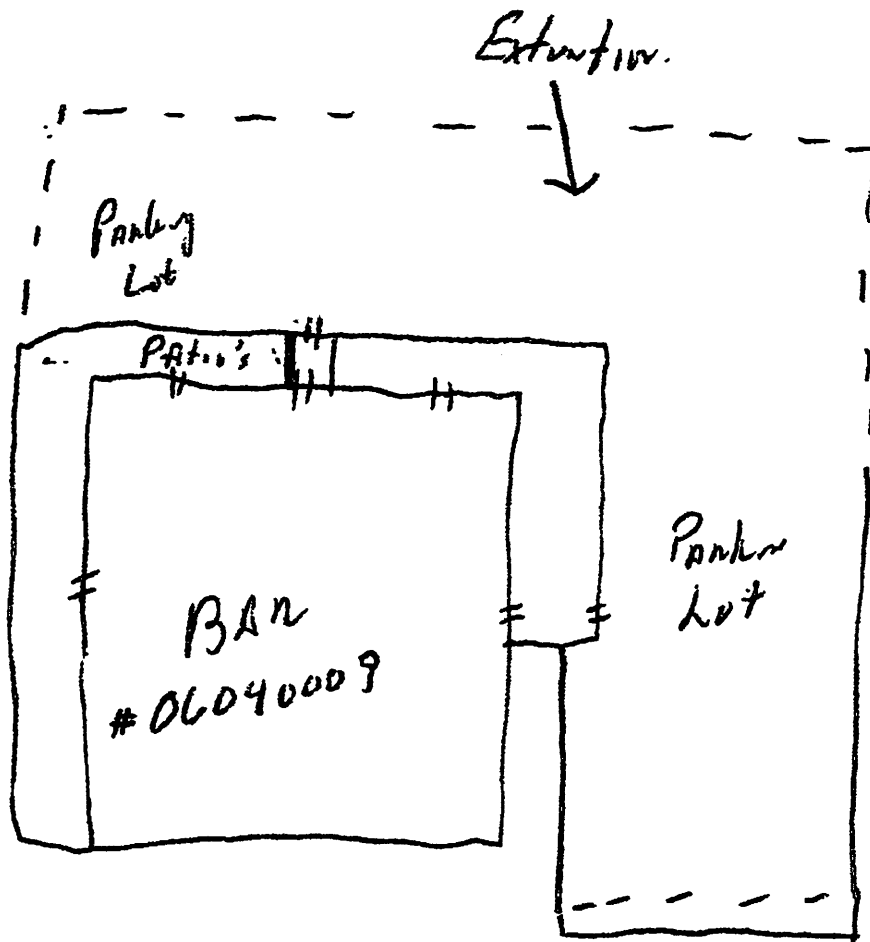
10/1 - 10/4

10/8 - 10/11

10/15 - 10/18

10/22 - 10/25

10/29 - 11/1





INTEROFFICE MEMORANDUM

DATE: April 1, 2021
TO: Randy Pluimer, Community Development Division
FROM: Marian Sheppard, Clerk of the Board of Supervisors
SUBJECT: APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

Please be advised that an application for an extension of premises/patio permit has been submitted to Gila County by Albert Keehn to temporarily extend the liquor license service area during weekends from April 30, 2021, through June 28, 2021; July 2, 2021, through September 27, 2021; and October 1, 2021, through November 1, 2021, at the Sportsman's Chalet located in Strawberry, Arizona.

A.R.S. §4-207.01 (B) states, "No licensee shall alter or change the physical arrangement of his licensed premises so as to encompass greater space or the use of different or additional entrances, openings or accommodations than the space, entrance or entrances, openings or accommodations offered to the public at the time of issuance of the licensee's license or a prior written approval of the licensed premises, without first having filed with the director floor plans and diagrams completely disclosing and designating the proposed physical alterations of the licensed premises, including the addition of a drive-through or other physical feature to the licensed premises that allows a customer to purchase spirituous liquor without leaving the customer's vehicle, and shall have secured the written approval by the director. This subsection shall apply to any person to person transfer of the licensed premises. Until January 1, 2015, the director may charge a fee for review of floor plans and diagrams submitted by a licensee pursuant to this section."

I have attached a copy of the application which includes a floor plan of the licensed premises and requested extended areas. Please indicate (below) if this request meets with your approval and return this memorandum to me. Thank you.

PLEASE CIRCLE YOUR APPROVAL OR DISAPPROVAL, SIGN AND DATE.

THIS ESTABLISHMENT **DOES** / DOES NOT (circle one) MEET THE BUILDING CODE REQUIREMENTS FOR A **(TEMPORARY OR PERMANENT)** EXTENSION OF PREMISES/PATIO PERMIT.

Community Development Division:

Randy Pluimer, Community Development Director

Date:

4/9/2021

ARF-6554

Consent Agenda Item 3. D.

Regular BOS Meeting

Meeting Date: 04/20/2021

Submitted For: Marian Sheppard, Clerk of the Board

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Quit Claim Deed for Sale of Assessor's Tax Parcel Number 206-19-118.

Background Information

On May 26, 2015, the Board of Supervisors adopted Resolution No. 15-05-05 which outlines the policy and procedures for the sale of land held by the State of Arizona under tax deed. The procedures allow the Clerk of the Board to sell these parcels over the counter for the total lien amount. A separate \$30 fee is required to be paid by the purchaser to record the Quit Claim Deed. The procedures also state that a consent agenda action item will be submitted to the Board of Supervisors on a Regular Meeting agenda to obtain authorization from the Board for the Chairman's signature on the Quit Claim Deed.

Assessor's tax parcel number 206-19-118 was deeded to the State of Arizona c/o Board of Supervisors on July 21, 2016, with a total lien amount of \$1,134.34. It was advertised for sale at the Board's annual auction which was held in December 2016; however, it did not sell. It was added to a list of available properties that could be purchased year-round for the total lien amount.

Evaluation

On April 1, 2021, the Clerk of the Board sold the subject parcel to Courtney Odom for the lien amount of \$1,134.34. Said payment was deposited with the County Treasurer on April 1, 2021. A separate payment of \$30 was made to record the Quit Claim Deed. Once the deed has been finalized and recorded, the property will go back on the County's tax rolls.

This property is a vacant lot at 240 Skyline Trail, Miami, Arizona.

Conclusion

The Board of Supervisors needs to authorize the Chairman's signature on the Quit Claim Deed to finalize the sale of the Assessor's tax parcel number 206-19-118 to Ms. Odom.

Recommendation

The Clerk of the Board recommends that the Board of Supervisors authorize the Chairman's signature on a Quit Claim Deed to finalize the sale of Assessor's tax parcel number 206-19-118 to Ms. Odom

Suggested Motion

Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 206-19-118 to Courtney Odom.

Attachments

206-19-118 QCD

206-19-118 Information

When recorded return to:
Marian Sheppard, Clerk
Gila County Board of Supervisors



GILA COUNTY QUIT-CLAIM DEED

THIS QUIT CLAIM DEED, made this 20th day of April 2021, between the State of Arizona, by and through the Gila County Board of Supervisors, Grantor, and Courtney L. Odom, Grantee.

Address of Grantee: 512 W. Sullivan Street, Miami, AZ 85539

RECITALS

WHEREAS, the real property hereinafter described was conveyed to the State of Arizona by Treasurer's Deed for the non-payment of taxes, which taxes had been legally assessed against, and became a lien upon, said property according to law; and

WHEREAS, the Gila County Board of Supervisors, on behalf of the State of Arizona, advertised and offered said property for sale to the highest bidder for cash in accordance with A.R.S. §42-18302 and 42-18303; and

WHEREAS, on the 1st day of April 2021, Grantee did purchase said property for the sum of One Thousand One Hundred Thirty-Four Dollars and Thirty-Four Cents (\$1,134.34);

NOW, THEREFORE, in consideration of the premises, Grantor does hereby quit claim to Grantee, the following described real property situated in the County of Gila, State of Arizona.

Assessor's Tax Parcel Number: 206-19-118

Legal Description:

TOWNSHIP: 026 RANGE: 500 MIAMI TWNS LOT 500; E2 LOT 502 BLK 26.

Exempt from Affidavit of Property Value pursuant to A.R.S. §11-1134 (A) (3)

Grantor:

Attest:

Tim R. Humphrey, Chairman
Gila County Board of Supervisors

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

ACKNOWLEDGEMENT

Notary Public
My Commission Expires:

240 Skyline Trail ~~240 Skyline Trail~~
Miami

ADVERTISE FOR TWO CONSECUTIVE WEEKS
A.R.S. 42-18265

(A Vacant lot)

TREASURER'S OFFICE

Gila County, Arizona

Town of Miami

March 28, 2016

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real
property owned by:

CHAVARRIA MIKE

and situated in Gila County, Arizona:

PARCEL # 20619118 ACCOUNT # R009859

**Legal Description: Township: 026 Range: 500 MIAMI TWNS
LOT 500; E2 LOT 502 BLK 26**

which on **17 th day of February , 2011** was sold to **STATE OF
ARIZONA**

for taxes, interest and penalties and charges amounting to

\$ **1,084.34**

as represented in Tax Sale Certificate No. **11034222**

If redemption according to law be not made before the **30 th day of
June, 2016 .**

I will convey said premises unless the property is redeemed before the
stated date a treasurer's deed will be executed and delivered to the
county board of supervisors acting on behalf of this state.

Debora Savage
Treasurer of Gila County, Arizona

WHEN RECORDED RETURN TO:
GILA COUNTY TREAS.

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



KNOW ALL MEN BY THESE PRESENTS;

WHEREAS, on the **11 th** day of **May, 2016** notice according to law was published in the **Arizona Silver Belt**, 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 **30 th** day of **June, 2016**, 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:

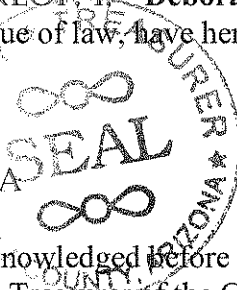
PARCEL NUMBER : **20619118**

ACCOUNT NUMBER: **R009859**

DESCRIBED AS : **Township: 026 Range: 500 MIAMI TWNS LOT 500; E2 LOT 502 BLK 26**

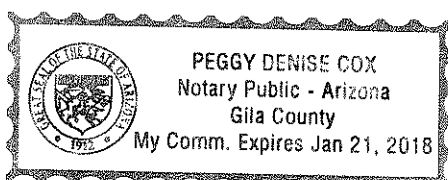
IN WITNESS WHEREOF, I, **Debora Savage**, Treasurer of the County of Gila, State of Arizona, by virtue of law, have hereunto set my hand and seal this **21 st** day of **JULY, 2016**.

STATE OF ARIZONA
COUNTY OF GILA



Debora Savage
Treasurer of Gila County

This instrument was acknowledged before me this **21 st** day of **JULY, 2016** 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. 2018**

**THIS PROPERTY IS SUBJECT TO
FORECLOSURE FOR
DELINQUENT TAXES**

206-19-118

Notice is hereby given that **STATE OF ARIZONA**
has applied for a Treasurer's Deed to the following described real
property owned by:

CHAVARRIA MIKE

and situated in Gila County, Arizona:

PARCEL # 20619118 ACCOUNT # R009859

**Legal Description: Township: 026 Range: 500 MIAMI TWNS
LOT 500; E2 LOT 502 BLK 26**

which on **17 th day of February , 2011** was sold to **STATE OF
ARIZONA**

for taxes, interest and penalties and charges amounting to
\$ 1,084.34

as represented in Tax Sale Certificate No. **11034222**

If redemption according to law be not made before the **30 th day of
June, 2016** .

I will convey said premises unless the property is redeemed before the
stated date a treasurer's deed will be executed and delivered to the
county board of supervisors acting on behalf of this state.

Debora Savage

TREASURER'S OFFICE

Gila County, Arizona





206-19-118/122/1946

2013-011413 LIEN Page: 1 of 2
09/27/2013 01:10:10 PM Receipt #: 13-7587
Rec Fee: \$7.00 Town Of Miami
Gila County, Az, Sadie Jo Tomerlin, Recorder

206-21-199/206-22-004

When recorded, return to:

Town of Miami
500 W. Sullivan Street
Miami, Arizona 85539



207-15-124, 126, 128

130, 138

207-17-029, 060

**CLAIM OF LIEN FOR NONPAYMENT OF ABATEMENT USER FEES
PURSUANT TO A.R.S. § 9-511.02**

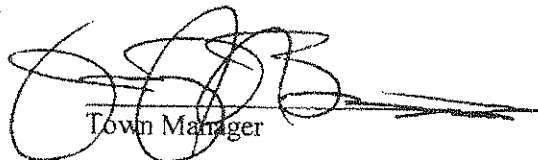
ABATEMENT SERVICE ACCOUNT # _____

Pursuant to Arizona Revised Statutes § 9-511.02, claimant Town of Miami, Arizona ("Claimant"), an Arizona municipal corporation, claims a lien for non-payment of abatement fees for and on the following described property:

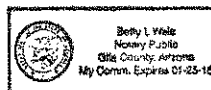
1. The street address of the property that received abatement services and that is to be charged with the lien is: MIKE CHAVARRIA
19150 E. VIA PARK ST
QUEEN CREEK AZ 85142
2. The name of the owner ("Owner") of the property concerned is reported to be:
3. Claimant provided abatement services to the property and was not paid for such services for the period beginning 9-10, 2013 through 9-19, 2013.
4. The amount of abatement fees and recording fees for which this lien is claimed is 9408 dollars and 62 cents (\$9408.62).
5. Upon recording of this Claim of Lien, there shall be a lien on the property until payment of the amount specified herein. This amount of claim shall bear interest at 10% per annum pursuant to A.R.S. § 9-511.02 and A.R.S. § 44-1201.
6. Said lien to be discharged upon payment of the foregoing amount in full to the Town of Miami plus all reasonable attorney fees and costs incurred in the recording and collection of said amounts.

EXECUTED this 26th day of SEPTEMBER 2013

Claimant: TOWN OF MIAMI, ARIZONA


Town Manager

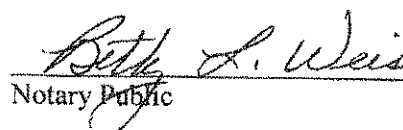
STATE OF ARIZONA)
County of Gila) SS.



SUBSCRIBED AND SWORN to before me this 26th day of September, 2013

By, Jerry D BARNES

My Commission Expires: 01-25-2016


Notary Public

Description Of Document This Notarial Certificate Is Being Attached To:	
TYPE/TITLE	
DATE OF DOCUMENT	
NUMBER OF PAGES	
ADDITIONAL SIGNORS (other than those named in the notarial certificate)	

ARF-6559

Consent Agenda Item 3. E.

Regular BOS Meeting

Meeting Date: 04/20/2021

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

Information

Request/Subject

Public Safety Personnel Retirement System Local Board Membership

Background Information

The powers and duties of the Public Safety Personnel Retirement System (PSPRS) Local Board are outlined in A.R.S. § 38-847. This board is comprised of 5 members of which one member is the Chairman of the Board of Supervisors (BOS) or the Chairman's designee who is approved by the BOS as Chairman; 2 members who are elected by secret ballot by members employed by the appropriate employer; and 2 citizens, one of whom shall be the head of the merit system or the head's designee from among the other members of the merit system.

Johnny Holmes serves on the PSPRS governing board as a member elected the Plan members. His 4-year term of office ended on December 31, 2020. An election was held on February 18, 2021 and Mr. Holmes ran for office in that election and won. On March 31, 2021, the election results were canvassed and declared official by the PSPRS governing board.

Mr. Holmes will serve another term of office beginning March 31, 2021 through December 31, 2024.

Evaluation

To ensure that the Board of Supervisors has a complete list of boards, commissions and committees which are under their purview, this most current PSPRS governing board member list is being presented to the Board of Supervisors to acknowledge the re-election of Johnny Holmes.

Conclusion

The Board of Supervisors should "acknowledge" the re-election of Johnny Holmes for the election that was held on February 21, 2021 to ensure there is an accurate PSPRS governing board member list on file in the Board of Supervisors' Office.

Recommendation

It is recommended that the Board of Supervisors acknowledge the re-election of Johnny Holmes to the PSPRS governing board effective March 31, 2021 for the term of office that runs through December 31, 2024.

Suggested Motion

Acknowledgement of the re-election of Johnny Holmes to the Public Safety Retirement System (PSPRS) Local Board of Directors for the term which ends on December 31, 2024.

Attachments

No file(s) attached.

ARF-6570

Consent Agenda Item 3. F.

Regular BOS Meeting

Meeting Date: 04/20/2021

Reporting April 6, 2021

Period:

Submitted By: Marian Sheppard, Clerk of the Board

Information

Subject

Board of Supervisors' April 6, 2021 Meeting Minutes.

Suggested Motion

Approval of the Board of Supervisors' April 6, 2021 meeting minutes.

Attachments

04-06-21 Meeting Minutes

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

Date: April 6, 2021

TIM R. HUMPHREY
Chairman

MARIAN SHEPPARD
Clerk of the Board

STEVE CHRISTENSEN
Vice-Chairman

By: Marian Sheppard

WOODY CLINE
Member

Gila County Courthouse
Globe, Arizona

PRESENT: Tim R. Humphrey, Chairman; Steve Christensen, Vice-Chairman; and Woody Cline, Member.

STAFF PRESENT: W. James Menlove, County Manager; Jefferson R. Dalton, Deputy Gila County Attorney and Civil Bureau Chief (Mr. Dalton left the meeting after agenda item 2A was addressed.); Jessica Scibelli, Deputy County Attorney; Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board.

Item 1 – CALL TO ORDER - PLEDGE OF ALLEGIANCE – INVOCATION

Chairman Humphrey called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Steve Christensen led the Pledge of Allegiance and Jefferson Dalton delivered the invocation.

Item 2 – PUBLIC HEARINGS:

A. Information/Discussion/Action to approve, deny or modify Conditional Use Permit application number CUPP2101-001 to allow a 2-story, 38-foot-tall building height for a single-family residence, measured from grade level to the mean height between the eaves and roof ridge, in a Residential 1 Use District in the Strawberry Creek Foothills subdivision in Strawberry, Arizona.

Randall Pluimer, Interim Community Development Department Director, presented this agenda item. The following information is contained in the staff report for this item which accurately depicts the events leading up to this public hearing, as follows: *In December 2020, the owner's contractor inquired about the project with our Building and Safety Division regarding the design of the residence. During this inquiry, it was discovered that the height of the home was projected to be taller than what is allowed in an R1 Use District per the*

Zoning Ordinance. On January 7, 2021, a pre-application meeting was held to discuss the Conditional Use Permitting process. A Conditional Use Permit (CUP) was applied for on January 11, 2021.

To fulfill the CUP requirement of the Gila County Zoning Ordinance, the applicant held a neighborhood meeting on January 19, 2021. One property owner within the area attended the meeting and asked questions regarding the building design and placement of the home on the property. No other neighbors attended the meeting and staff has not received any correspondence from any other neighbors to date.

The Planning and Zoning Commission held a public hearing on February 18, 2021. The meeting was noticed per the requirements of A.R.S. § 11-814 and the Gila County Zoning Ordinance. The Commissioners voted 7 to 0 to recommend to the Board of Supervisors' approval of the CUP application with 2 commissioners absent.

The public hearing notice for the April 6, 2021 Board of Supervisors' meeting was published in the Arizona Silver Belt newspaper on March 17, 2021, and in the Payson Roundup on March 16, 2021, and the property posted on March 17, 2021.

Chairman Humphrey opened the public hearing. There were not any comments, so he closed the public hearing and asked for a Board motion. Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved CUP application number CUPP2101-001.

B. Information/Discussion/Action to review the goals, objectives, and policies of the Gila County Public Housing Authority; and to authorize the Chairman's signature on required related forms (HUD-50077-CR and HUD-50077-SL), which will be submitted to the U.S. Department of Housing and Urban Development by the Gila County Public Housing Authority (PHA) as it relates to the Gila County PHA's FY 2021 Annual Plan.

Malissa Buzan, Community Services Department Director, advised that a public hearing is required to be held to obtain comments on the Gila County Public Housing Authority's Fiscal Year (FY) 2021 Annual Plan. She further advised that the Annual Plan has not been changed from last year's Annual Plan.

Chairman Humphrey opened the public hearing. There were not any comments, so he closed the public hearing and asked for a Board motion. Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously authorized the Chairman's signature on form numbers HUD-50077-CR and HUD-50077-SL, which will be submitted to the U.S.

Department of Housing and Urban Development by the Gila County Public Housing Authority.

C. Information/Discussion/Action to adopt Resolution No. 21-04-01 to name East Calcite Drive in the Globe area.

Tom Homan, GIS System Supervisor, advised that recent lot splits via Record of Survey (ROS) 3040 and subsequent property development has resulted in the need to name a road on the easement represented on the northern extent of the ROS. Since road names in the area represent various minerals, property owners adjacent to the road were sent letters with a suggestion to name the road Calcite Drive. All property owners agreed with the proposed road name. The property owners were sent the public notice with a dissenting response date of March 12, 2021, and no dissensions were received.

Chairman Humphrey opened the public hearing. There were not any comments, so he closed the public hearing and asked for a Board motion. Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously adopted Resolution No. 21-04-01. **(A copy of the resolution is permanently on file in the Board of Supervisors' Office and attached to these minutes.)**

D. Information/Discussion/Action to consider a liquor license application (County No. LL-21-01) submitted by Joshua Joseph Smith for the transfer of a Series 6 Bar License with an interim permit to operate at The Weekender, 120 Ralls Drive in Strawberry; and issue a recommendation to the Arizona Department of Liquor Licenses and Control whether the license should be granted.

Marian Sheppard, Clerk of the Board, advised the Board of the County's internal review process which is to have the application reviewed by the Community Development Department and Health Department to determine if there are any other required County permits relative to those departments. She also advised that the application was sent to the County Treasurer to determine if the applicant is current on paying property taxes for any property owned in Gila County. There are not any County issues regarding this application.

Chairman Humphrey opened the public hearing. There were not any comments, so he closed the public hearing and asked for a Board motion. Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously recommended that the Arizona Department of Liquor Licenses and Control approve Mr. Smith's application (County No. LL-21-01) as presented.

Item 3 - REGULAR AGENDA ITEMS:

A. Information/Discussion/Action to approve a Law Enforcement Mutual Aid Agreement between the San Carlos Apache Tribe, Gila County Sheriff's Office, and Gila County Attorney's Office for a period of five years from the initial effective date of the Agreement.

Matthew Binney, Undersheriff, stated that he previously met individually with the Supervisors to promote law enforcement activities and define protocols. Each Board member commented that they were pleased to see this cooperative effort amongst the 3 agencies. Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved the Law Enforcement Mutual Aid Agreement between the San Carlos Apache Tribe, Gila County Sheriff's Office, and Gila County Attorney's Office.

B. Information/Discussion/Action to direct the Health and Emergency Management Department Director to provide High Desert Humane Society, Inc. (HDHS) with the required 90-day written notice to terminate the Lease Agreement in place for the lease of the HDHS facility that is used to operate the County's Animal Control Program.

Michael O'Driscoll, Health and Emergency Management Department Director, announced that construction of the County's new animal shelter will be completed in June 2021, so there is no longer a need to lease space from the High Desert Humane Society, Inc. (HDHS). He added that the Lease Agreement requires the County to provide a 90-day written notice to the HDHS regarding terminating the lease. Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously directed Mr. O'Driscoll to send HDHS written notice that the lease will be terminated.

C. Information/Discussion/Action to approve Agreement No. 03082021 between Pinal-Gila Council for Senior Citizens Area Agency on Aging and Gila County whereby the County will disburse \$150,000; and further, the Board determines this is for the benefit to provide services to persons with disabilities and aged persons within Gila County.

Mary Springer, Finance Director, stated that Olivia Guerrero, Executive Director of the Pinal-Gila Council for Senior Citizens Area Agency on Aging (Agency), would provide an update on the Agency's activities over the past year. Ms. Guerrero reviewed some of the challenges that the Agency faced in the past year due to the COVID-19 pandemic, primarily, finding ways to provide meals to the elderly at times when certain senior centers were closed. She commented that she had an annual report for each of the senior centers. In total, 76,077 meals were provided to seniors in the last year. When some centers were temporarily closed and staff were laid off, the Agency reached out to the National Guard, who did a stellar job in providing meals to seniors. She proceeded to review some challenges of certain senior centers. In ending, Ms.

Guerrero advised that seniors may have meals delivered or they can pick them up at the senior center. The Board members thanked Ms. Guerrero for the presentation of information. They also complimented Ms. Guerrero and her staff for their dedicated service to senior citizens.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved Agreement No. 03082021.

D. Information/Discussion/Action to approve Funding Agreement No. 521-21 between the Arizona Department of Housing and the Gila County Community Services Department to receive \$7,000 of Continuum of Care (COC) planning funds to be used through December 31, 2021, whereby the Gila County Community Services Department will act as the lead Gila County COC and will be responsible for activities, discussions, and meetings directed at ending homelessness.

Malissa Buzan, Community Services Department Director, advised that this funding along with funding from the Gila County Community Action Program are used to offset the cost of hosting COC meetings. Since forming the COC group, two grants have been awarded to the COC and the COC is eligible to apply for additional grants. Ms. Buzan commented that COC planning funds have helped to provide services to many more low-income clients and the homeless population during the COVID-19 pandemic. Supervisor Cline commented that the COC meetings seem to be going well. Ms. Buzan replied that all COC and subcommittee meetings are being held through Zoom, which has worked out well.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved Funding Agreement No. 521-21.

E. Information/Discussion/Action to approve Amendment No. 2 to Funding Agreement No. 214-20 between the Arizona Department of Housing and the Gila County Community Services Department, Housing Services, to provide an increase of \$3,196 in Administrative Funds and \$36,804 in Project Funds for a total of \$40,000 in Low-Income Home Energy Assistance Program (LIHEAP) CARES Act funding to be used to provide weatherization services to eligible citizens residing in Gila County for the period of July 1, 2020, through June 30, 2021.

Ms. Buzan advised that Amendment 2 to the Funding Agreement provides additional CARES Act funds that are being used to provide weatherization services to eligible low-income clients.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved Amendment No. 2 to Funding Agreement No. 214-20.

F. Information/Discussion/Action to review all bids submitted for Invitation for Bids No. 082320 - *Mesa Del Caballo Paving Project*; award to the lowest, most responsible, and qualified bidder; and authorize the Chairman's signature on the award contract.

Steve Sanders, Public Works Department Director, stated that this project is a continuation of two previous projects to improve the roads in Mesa Del Caballo. Besides improving the asphalt surface, this project will improve drainage in the public right-of-way. This project improves a busy road. It will include the removal and replacement of all existing asphalt and base materials on Mescalero Road and most of Caballero Road. It includes replacing culverts where needed and connections to driveway entrances on public property. Eight vendors replied to the Invitation for Bids, and Mr. Sanders recommended awarding a contract to Valor Specialties, Inc. which met all bid specifications and offered the low bid price of \$436,645.90. He added that the project should be completed in approximately 90 days.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously awarded a contract to Valor Specialties, Inc. in the amount of \$436,645.90 for work outlined in Invitation for Bids No. 082320.

G. Information/Discussion/Action to approve revised Public Works Department Policy-*Sign Installation* to make changes to the verbiage; increase fees on the Sign Fee Schedule; change the format of the policy; and change the policy number from DPW 02-17 to PWS-015.

Mr. Sanders advised that for quite some time the Public Works Department has been reviewing and updating its policies. This policy was adopted on November 21, 2002, and the Sign Fee Schedule has not changed; however, sign supplies have risen over the last 20 years. The proposed revisions address the increase to items on the Sign Fee Schedule and minor changes and additions to the verbiage, the document format, and policy number.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved revised Public Works Department Policy-*Sign Installation* which includes all requested changes as presented.

H. Information/Discussion/Action to approve revised Public Works Department Policy-*Protective Footwear (Safety-Toe)* to make changes to the verbiage; increase the annual reimbursement from \$100 to \$150, change the format of the policy; and change the policy number from DPW 02-01 to PWS-014.

This policy is being updated to reflect the American Society for Testing and Materials (ASTM) number changes. The annual reimbursement amount is

currently \$100, and Mr. Sanders proposed that the reimbursement amount be increased to \$150. He added that the format of the policy has been updated to the format used for all Countywide policies adopted by the Board of Supervisors. The policy number is being changed according to the table of contents for the Countywide policies as adopted by the Board of Supervisors.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved revised Public Works Department Policy- *Protective Footwear (Safety-Toe)* which includes all requested changes as presented.

I. Information/Discussion/Action to approve revised Public Works Department Policy No. PWS-011-Tool Replacement to increase the quarterly reimbursement amount to \$200 and make minor changes and additions to the verbiage.

Mr. Sanders stated since the policy's inception on December 5, 2006, the quarterly reimbursement amount has remained at \$125; however, tool prices have risen over the last 15 years. The proposed revisions address the increase to the reimbursement amount and minor changes and additions to the verbiage.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved revised Public Works Department Policy No. PWS-011-*Tool Replacement* which includes all requested changes as presented.

J. Information/Discussion/Action to adopt Proclamation No. 2021-01 proclaiming April 2021 as National County Government Month in Gila County with this year's theme of "Counties Matter" and showcase how the County achieves healthy, safe, and vibrant communities.

James Menlove, County Manager, advised that since 1991, the National Association of Counties has encouraged counties to actively promote the services and programs they offer. The nation's 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe, and vibrant communities. The coronavirus (COVID-19) pandemic has highlighted the importance of county government. Counties are on the front lines protecting our communities from coronavirus and other illnesses that have the potential to become a pandemic. They have demonstrated bold, inspirational leadership and saved countless lives during these extraordinary times. Counties support over 900 hospitals and operate over 1,900 public health departments, which are the ground troops in the fight against the coronavirus outbreak. Local health departments are working to protect public health by communicating with transportation officials, educating health care providers, and communicating to the public best practices to reduce the spread of infectious diseases. This year, the Gila County Health Department is gaining

national attention for being the first county in Arizona and one of the first counties in the U.S. to offer COVID-19 vaccinations to the general population. Now more than ever, Gila County residents are seeing firsthand the essential functions counties perform and why "Counties Matter," which is the national theme for this year's National County Government Month. Mr. Menlove pointed out some other accomplishments of the Superior Court, Board of Supervisors, Gila County Library District, Community Services Department, Finance Department, Information Technology Department, Community Development Department, Public Works Department, and Facilities Department. He also acknowledged Arizona Counties Insurance Pool's (ACIP) efforts and measures they have put into place to quickly respond to cyber-attacks to protect the 13 Arizona counties who are members of ACIP. Mr. Menlove proceeded to read aloud Proclamation No. 2021-01.

Vice-Chairman Christensen commented that he has been a County Supervisor for only 3 months; however, he is pleased to see the number of "quality people" that work for Gila County. Supervisor Cline also complimented the dedication of Gila County employees who work continuously to elevate the quality of services provided by the County. Chairman Humphrey commented that the County now has a full-time grants writer which has proven to be beneficial to the County.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously adopted Proclamation No. 2021-01.

K. Information/Discussion/Action regarding premium rates in the Arizona Local Government Employee Benefit Trust for Gila County's employee insurance and benefit plans to be effective as of July 1, 2021, as follows: Adopt Schedule A - Employee Insurance Contributions FY 2022 attached to this agenda item.

Jacque Sanders, Deputy County Manager and District Librarian, presented this agenda item and she reviewed information that is contained in the staff report for this item, as follows: *Gila County joined the Arizona Local Government Employee Benefit Trust (AZLGEBT) on July 1, 1999. The AZLGEBT provides medical, prescription, dental, vision, disability, and life insurance coverage, as well as a wellness program for eligible Gila County employees and dependents. Over the past 22 years, there have been various changes and modifications to the plan and to the County's responsibility for administering the plan. Changes in federal law along with increasing costs associated with changes in the industry, limited options in rural Arizona, and specialty medications will continue to add layers of complexity to our administration of our self-insured trust.*

In FY 2015, the AZLGEBT added a High Deductible Health Plan (HDHP), Health Savings Accounts (HSAs), and a buy-up dental plan. In FY 2016, AZLGEBT

added a Flexible Spending Account (FSA) option to the plan. In FY 2021 there was no increase to premiums and no increases in medical deductibles or co-pays.

For FY2022, there will be a 2% increase to premiums, which will result in a \$3.00 per month increase in single coverage premiums for employees and a \$5.70 per month increase for family coverage premiums for employees. There will be no increases in medical deductibles or co-pays.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously adopted AZLGEBT Schedule A-*Employee Insurance Contributions FY 2022* as presented and attached to this agenda item.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously adjourned as the Gila County Board of Supervisors and convened as the Gila County Library District Board of Directors to address agenda item numbers 3L and 3M.

**L. (Motion to adjourn as the Gila County Board of Supervisors and convene as the Gila County Library District Board of Directors.)
Information/Discussion/Action to approve renewal and acceptance of
Grantee Agreement No. GRA-RC004-19-0919-01-Y4 between the Gila
Regional Partnership Council, Arizona Early Childhood Development and
Health Board (First Things First), and the Gila County Library District in
the amount of \$60,000 for fiscal year July 1, 2021 through June 30,
2022.**

Ms. Sanders advised that this Grantee Agreement is annually presented to the Board of Supervisors for approval. She reviewed some information that is contained in the staff report for this item, as follows: *The current Early Literacy Grant from "First Things First" has been highly successful in providing curriculum materials and educational training to the libraries in the service area for their use in programming and training for parents. Library staff has heard only positive comments regarding the training provided to parents on the importance of early literacy skills and of reading to their children.*

The public libraries are continuing to tailor and adapt programming geared at these ages and to encourage families to expand the reading opportunity by visiting the library and borrowing other books to read.

We are continuing the plan for staffing such that one-half of a full-time grant-funded position will be funded from this grant to better address the needs throughout the year for outreach and awareness and to provide continuous staff support throughout the year.

Ms. Sanders added that of the 1,500 children who are eligible for this program, there are 1,300 children who are enrolled in the program.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved Grantee Agreement No. GRA-RC004-19-0919-01-Y4.

M. Information/Discussion/Action to approve renewal and acceptance of Grantee Agreement No. GRA-RC029-19-0935-01-Y4 between the San Carlos Apache Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First), and the Gila County Library District in the amount of \$70,000 for fiscal year July 1, 2021, through June 30, 2022. (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)

Ms. Sanders advised that this Grantee Agreement is annually presented to the Board of Supervisors for approval. She reviewed some information that is contained in the staff report for this item, as follows: *The current Early Literacy Grant from "First Things First" has been highly successful in providing curriculum materials and educational training to the Early Literacy Coordinator and the San Carlos Library for their use in programming and training for parents. Additionally, library staff has heard only positive comments regarding the training provided to parents on the importance of early literacy skills and of reading to their children.*

We are continuing the plan for the Early Literacy Coordinator position to one-half of a full-time grant-funded position to better address the needs throughout the year for outreach and awareness and to provide continuous staff support for the grant throughout the year. The part-time Community Liaison will continue outreach to parents of children ages birth to five years of age throughout areas served by the San Carlos Apache Regional Council of First Things First.

Ms. Sanders added that some additional funding is provided in this grant to not only do outreach to enroll children in the program, but to also do some programming. The grant renewal has a goal of enrolling 916 children in this program and distributing 10,992 books. In addition, this grant has a goal of holding 75 parenting activities. This agreement continues what the first cycle of First Things First grants started.

Upon motion by Vice-Chairman Christensen, seconded by Supervisor Cline, the Board unanimously approved Grantee Agreement No. GRA-RC029-19-0935-01-Y4.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously adjourned as the Gila County Library District Board of

Directors, and reconvened as the Gila County Board of Supervisors to address the remaining agenda items.

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

A. Approval of Amendment No. 4 to an Intergovernmental Agreement (Contract No. ADHS18-177678) between Gila County and the Arizona Department of Health Services which includes funding for an additional \$25,000.

B. Approval to appoint Ms. Christa DalMolin-East to the Gila County Personnel Commission beginning April 6, 2021, through the end of the 4-year term of office ending on December 31, 2024.

C. Approval of a Special Event Liquor License Application submitted by the Pleasant Valley Community Council, Inc. for special events to be held on July 16-18, 2021 at the Pleasant Valley Community Center in Young.

D. Approval of a Special Event Liquor License Application submitted by the Pine/Strawberry Fuel Reduction Inc. for a special event to be held on May 1, 2021 at the PIEbar Restaurant at 5096 AZ Highway 87 in Strawberry.

E. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 101-07-281 to Corey Lee Busboom.

F. Approval of the Board of Supervisors' February 23, 2021, March 2, 2021, March 16, 2021, and March 30, 2021 meeting minutes.

G. Acknowledgment of the February 2021 monthly activity report submitted by the Clerk of the Superior Court's Office.

H. Acknowledgment of the February 2021 monthly activity report submitted by the Globe Regional Constable's Office.

I. Acknowledgment of the February 2021 monthly activity report submitted by the Payson Regional Constable's Office.

J. Acknowledgment of the February 2021 monthly activity report submitted by the Recorder's Office.

K. Acknowledgment of the February 2021 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

L. Acknowledgment of monthly activity report submitted by the Payson Regional Justice of the Peace's Office for February 2021.

Upon motion by Supervisor Cline, seconded by Vice-Chairman Christensen, the Board unanimously approved Consent Agenda items 4A-4L.

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

There were not any comments from the public.

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

The Supervisors and Mr. Menlove provided a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 11:22 a.m.

APPROVED:

Tim R. Humphrey, Chairman

ATTEST:

Marian Sheppard, Clerk of the Board

ARF-6446

Consent Agenda Item 3. G.

Regular BOS Meeting

Meeting Date: 04/20/2021

Reporting Period: For the month of March 2021

Submitted For: Allyn Bulzomi, HR and Risk Management
Director-Interim

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Information

Subject

Human Resources Department Monthly Reports for March 2021.

Suggested Motion

Approval of the monthly activity reports submitted by the Human Resources Department for March 2021.

Attachments

Human Resources Summary

03/02/21 Human Resources Report

03/09/21 Human Resources Report

03/16/21 Human Resources Report

03/23/21 Human Resources Report

03/30/21 Human Resources Report

HUMAN RESOURCES ACTION ITEMS
MARCH 2, 2021

DEPARTURES:

1. Joann Fane – Sheriff's Office – Administrative Clerk – 03/04/21 – General Fund – DOH 11/22/04
2. Sabrina Falquez – Probation – Deputy Probation Officer II – 04/16/21 – Diversion Intake(.50)/Juvenile Intensive Probation Supervision(.50) Funds – DOH 12/04/17

NEW HIRES:

3. Gretchen Goslin – Sheriff's Office – Detention Officer – 03/01/21 – General Fund – Replacing Donald Hayes
4. Bryon Murray – Public Works – Road Maintenance and Equipment Operator – 03/01/21 – Public Works Fund – Replacing Robert Johnson
5. Whitney Conger – Health and Emergency Services – Medical Assistant – 03/01/21 – Expanded Lab Capacity Fund – COVID-19 Grant
6. Sean Charles – Computer Services – IT Systems Administrator – 04/12/21 – General Fund – Replacing Eric Estrada

END PROBATIONARY PERIOD:

7. Darryl Griffin – Computer Services – IT Security Administrator – 11/26/20 – General Fund
8. Carolyn Bartling – Computer Services – IT Systems Administrator – 11/26/20 – General Fund

OTHER ACTIONS:

9. Juley Bocardo-Homan – Human Resources – Deputy Director Human Resources and Risk Management – 03/03/21 – General Fund – End of temporary assignment
10. Sasa Kuzmanovic – Sheriff's Office – Deputy Sheriff – 03/23/21 – General Fund – Extending probationary period an additional six months
11. Trevor Munkelwitz – Public Works – Vehicle and Equipment Mechanic – 11/10/20 – From Fleet Management Fund – To Public Works Fund – Change in fund code
12. Austin Payne – Public Works – Automotive Mechanic – 06/22/20 – From Fleet Management Fund – To Public Works Fund – Change in fund code

REQUEST TO POST:

13. Recorder's Office – Recorder's Clerk – Vacated by Isom White
14. Assessor's Office – Chief Appraiser – Vacated by Steve Jensen
15. Assessor's Office – Cartography GIS Analyst – Vacated by Sue Pontel
16. Sheriff's Office – Administrative Clerk – Vacated by Joann Fane

HUMAN RESOURCES ACTION ITEMS
MARCH 9, 2021

DEPARTURES:

1. Ernest Davis – Public Works – Temporary Road Worker – 02/14/21 – Public Works Fund – DOH 01/04/21
2. Brian Jennings – Public Works – Public Works Roads Supervisor – 05/01/21 – Public Works Fund – DOH 07/29/03
3. Scott Newman – Sheriff's Office -Deputy Sheriff – 03/12/21 – General Fund – DOH 06/22/20
4. Terry Scott – Facilities and Land Management – Custodian – 03/12/21 – Facilities Management Fund – DOH 12/23/19

NEW HIRES:

5. Candice Carbajal – Sheriff's Office – Administrative Clerk – 03/15/21 – General Fund – Replacing Charity Dale

END PROBATIONARY PERIOD:

6. Maryn Belling – Finance – Deputy Director Finance – 03/07/21 – General Fund
7. Nicole Weaver – Finance – Accountant – 03/21/21 – General Fund

DEPARTMENTAL TRANSFERS:

8. Nicole Barrett – Health and Emergency Services – From Administrative Clerk Senior – To Public Health Immunization Coordinator – 03/08/21 – From Health Service Fund – To COVID-19 Immunization Fund – COVID-19 Grant funded position
9. Karen Aguerro-Ponce – Health and Emergency Services – From Communicable Disease Specialist – To Public Health Immunization Coordinator – 03/08/21 – From Expanded Lab Capacity Fund – To COVID-19 Immunization Fund – COVID-19 Grant funded position
10. Violeta Worthey – Sheriff's Office – From Detention Officer – To Detention Officer Sgt. – 03/01/21 – General Fund – Replacing Dustin Burdess

OTHER ACTIONS:

11. Robert Cox-Robinson – Public Works – Vehicle and Equipment Mechanic Senior – 03/01/21 – Public Works Fund – Salary correction
12. Adam Winget – Sheriff's Office – Deputy Sheriff – 11/14/20 – General Fund – Change in overtime fund
13. Christopher Sanks – Sheriff's Office – Deputy Sheriff – 11/14/20 – General Fund – Change in overtime fund
14. Rockell Schmidt – Health and Emergency Services – Communicable Disease Specialist – 08/24/20 – COVID 19 Fund – Change in FLSA status

REQUEST TO POST:

15. Facilities and Land Management – Custodian – Vacated by Terry Scott
16. Health and Emergency Services – Communicable Disease Specialist – Vacated by Karen Aguerro-Ponce

HUMAN RESOURCES ACTION ITEMS
MARCH 16, 2021

NEW HIRES:

1. Paul Rubin – County Attorney’s Office – Deputy County Attorney – 03/22/21 – Drug Prosecution Grant Fund – Replacing Jessica Scibelli
2. Ashley Lopez – Globe Justice Court – Justice Court Clerk – 03/15/21 – General Fund – Replacing Edwiges

END PROBATIONARY PERIOD:

3. Michael Johnson – Sheriff’s Office – Chief Deputy Sheriff – 03/16/21 – General Fund
4. S. Wayne Jones – Public Works – Public Works Roads Supervisor – 03/21/21 – Public Works Fund
5. Erica Dzera – Public Works – Scalehouse Attendant – 04/12/21 – Recycling and Landfill Management Fund

DEPARTMENTAL TRANSFERS:

6. Jillian Velarde – From Clerk of Superior Court – To Public Fiduciary – From Accounting Clerk Specialist – To Finance Specialist – 03/29/21 – General Fund – Replacing Adela Valenzuela
7. Jenny Shults – Public Works – From Road Maintenance and Equipment Operator – To Road Maintenance and Equipment Operator Senior – 03/29/21 – Public Works Fund – Replacing S. Wayne Jones

OTHER ACTIONS:

8. Randall Pluimer – Community Development – Chief Building Official – 01/30/21 – General Fund – Temporary assignment
9. Mariah Campagna – Clerk of Superior Court – Court Clerk – 03/08/21 – General(.50)/IV-D Child Support(.50) Funds – End of personal leave without pay
10. Erica Dzera – Public Works – Scalehouse Attendant – 01/01/21 – Recycling and Landfill Management Fund – Arizona minimum wage increase

HUMAN RESOURCES ACTION ITEMS
MARCH 23, 2021

DEPARTURES:

1. Jolene Myers – Clerk of Superior Court – Court Clerk(.48) – 12/23/20 – Document Conversion Superior Court Fund – DOH 05/11/20
2. Carol Tanner – Health and Emergency Services – Medical Case Manager – 01/01/20 – HIV Consortium Fund – DOH 03/22/12
3. Michael Lorka – Payson Justice Court – Part-Time Bailiff – 01/17/21 – General Fund – DOH 09/11/17

NEW HIRES:

4. Simeon Rustin – Health and Emergency Services – Administrative Clerk Senior – 03/29/21 – Health Service Fund – Replacing Nicole Barrett
5. Ronald Woolwine Jr. – Public Works – Road Maintenance and Equipment Operator – 03/29/21 – Public Works Fund – Replacing Vincent Montoya
6. Kacey Heimer – Health and Emergency Services – Administrative Clerk Senior – 03/29/21 – COVID-19 Immunizations Fund - COVID-19 Grant funded position
7. Kiana Speer – Clerk of Superior Court – Court Clerk – 03/29/21 – General Fund – Replacing Karen Rubalcava

END PROBATIONARY PERIOD:

8. Rockell Schmidt – Health and Emergency Services – Communicable Disease Specialist – 02/24/21 – Expanded Lab Capacity Fund
9. Veronica Hernandez – Health and Emergency Services – Client Outreach Specialist – 02/15/21 – Tobacco Free Environment(.30)/Teen Pregnancy Prevention Services(.70) Funds
10. Joseph Pacheco – Computer Services – IT Support Specialist – 04/05/21 – General Fund
11. Lori White – Sheriff's Office – Public Health Nurse – 04/20/21 – General Fund

DEPARTMENTAL TRANSFERS:

12. Cole LaBonte – Sheriff's Office – From Deputy Sheriff – To Deputy Sheriff Sgt. – 03/29/21 – General Fund – Replacing Dennis Newman

OTHER ACTIONS:

13. Raymond Fulton – Sheriff's Office – Special Investigator(.75) – 03/16/21- General Fund(.75)/Drug Gang Violent Crime(.25) Funds – Reclassification

REQUEST TO POST:

14. Clerk of Superior Court – Accounting Clerk Specialist – Vacated by Jillian Velarde
15. Community Development – Permit Technician 1 – Vacated by Tiffany Brown-Cocroft

HUMAN RESOURCES ACTION ITEMS
MARCH 30, 2021

DEPARTURES:

1. Cameron Cates – Sheriff's Office – 911 Dispatcher Supervisor – 04/02/21 – General Fund – DOH 10/14/13
2. Mitzi Ochoa – Library District – Library Clerk – 03/22/21 – Library Assistance Fund – DOH 08/03/20

NEW HIRES:

3. Scott Newman – Sheriff's Office – Deputy Sheriff – 03/29/21 – General Fund – Reinstatement of previous employment

END PROBATIONARY PERIOD:

4. Yolanda Spurgeon – Superior Court – Court Case Management System – 03/16/21 – Field Trainer Fund
5. Victoria Waynick – Superior Court – Calendar Administrator – 01/13/21 – General Fund
6. Cheryl Cowan Sterkenburg – Superior Court – Accounting Clerk Senior – 03/02/21 – General Fund
7. Gaylynn Quintana – Superior Court – Judicial Assistant – 04/13/21 – General Fund

DEPARTMENTAL TRANSFERS:

8. Randall Pluimer – Community Development – From Chief Building Official – To Director Community Development – 03/15/21 – General Fund – Replacing Scott Buzan

OTHER ACTIONS:

9. Tina Cummings – Health and Emergency Services – Animal Care Worker – 03/25/21 – Rabies Control Fund – Grade correction
10. Sharon Listiak – Health and Emergency Services – PHEP Coordinator – 02/06/21 – From Public Health Fund – To Expanded Lab Capacity Fund – Change in fund code

REQUEST TO POST:

11. Payson Justice Court – Part-Time Bailiff – Vacated by Michael Lorka
12. Library District – Library Clerk – Vacated by Mitzi Ochoa
13. Various – Summer Youth Program

ARF-6553

Consent Agenda Item 3. H.

Regular BOS Meeting

Meeting Date: 04/20/2021

Reporting Period: March 1, 2021 - March 31, 2021

Submitted For: Amber Warden, Accounting Manager

Submitted By: Amber Warden, Accounting Manager

Information

Subject

Finance reports/demands/transfers for the reporting period of March 1, 2021 to March 31, 2021.

Suggested Motion

Approval of finance reports/demands/transfers for the reporting period of March 1, 2021 to March 31, 2021.

Attachments

Finance Reports 03-01-21 to 03-31-21

Finance Reports 03-01-21 to 03-31-21 Voids

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

Number	Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable				
<u>Check</u>				
308183	03/02/2021	Accounts Payable	A2 Beeline Auto Glass	\$565.00
308184	03/02/2021	Accounts Payable	Americana Polygraph & Private	\$450.00
308185	03/02/2021	Accounts Payable	Investigation Services Arizona Planning & Paralegal Solutions	\$1,650.00
308186	03/02/2021	Accounts Payable	Arizona Water Company	\$1,674.08
308187	03/02/2021	Accounts Payable	Askew, Yvonne	\$140.00
308188	03/02/2021	Accounts Payable	Bass, Sandra, J	\$130.00
308189	03/02/2021	Accounts Payable	Bernays, Michael, B	\$6,000.00
308190	03/02/2021	Accounts Payable	CenturyLink	\$879.35
308191	03/02/2021	Accounts Payable	City of Globe	\$7,093.49
308192	03/02/2021	Accounts Payable	Cordant Health Solutions	\$614.12
308193	03/02/2021	Accounts Payable	CorEMR L.C.	\$250.00
308194	03/02/2021	Accounts Payable	CORRECTIONS OFFICER	\$9,368.77
308195	03/02/2021	Accounts Payable	RETIREMENT PLAN Crafco	\$8,609.56
308196	03/02/2021	Accounts Payable	Crooked Sky Works	\$240.00
308197	03/02/2021	Accounts Payable	Crown Castle USA, Inc	\$544.35
308198	03/02/2021	Accounts Payable	Data Storage Centers, Inc.	\$391.75
308199	03/02/2021	Accounts Payable	Debrigida Law Offices PLLC	\$6,000.00
308200	03/02/2021	Accounts Payable	Emily Danies Attorney at Law, LLC	\$6,000.00
308201	03/02/2021	Accounts Payable	Framin' Works	\$60.93
308202	03/02/2021	Accounts Payable	Fuelco Energy LLC	\$11,675.66
308203	03/02/2021	Accounts Payable	Geiser, Raymond	\$12,054.00
308204	03/02/2021	Accounts Payable	Gila County Government	\$2,954.23
308205	03/02/2021	Accounts Payable	Gila Sweeping LLC	\$475.00
308206	03/02/2021	Accounts Payable	Hayes Enterprises, Inc	\$10,000.00
308207	03/02/2021	Accounts Payable	Healthcare Medical Waste Services, Inc.	\$120.63
308208	03/02/2021	Accounts Payable	Humane Society of Central Arizona	\$3,208.33
308209	03/02/2021	Accounts Payable	International Association of Assessing	\$495.00
308210	03/02/2021	Accounts Payable	Offices JCloud Law PLLC	\$6,000.00
308211	03/02/2021	Accounts Payable	Jonathan L. Warshaw	\$6,000.00
308212	03/02/2021	Accounts Payable	Language Connection	\$160.00

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308213	03/02/2021	Accounts Payable	Law Office of David W Bell LLC	\$3,000.00
308214	03/02/2021	Accounts Payable	LBISat LLC	\$152.00
308215	03/02/2021	Accounts Payable	Messinger Payson Funeral Home, Inc.	\$435.00
308216	03/02/2021	Accounts Payable	MTE Communications	\$308.47
308217	03/02/2021	Accounts Payable	Multi Business Systems	\$2,000.00
308218	03/02/2021	Accounts Payable	OffenderWatch	\$162.05
308219	03/02/2021	Accounts Payable	PITNEY BOWES INC	\$160.05
308220	03/02/2021	Accounts Payable	Pleasant Valley Community Medical Center	\$150.00
308221	03/02/2021	Accounts Payable	Quadient Leasing USA, Inc.	\$1,451.26
308222	03/02/2021	Accounts Payable	Right Away Disposal	\$1,016.00
308223	03/02/2021	Accounts Payable	Rim Communications	\$1,387.69
308224	03/02/2021	Accounts Payable	Southwest Gas	\$441.55
308225	03/02/2021	Accounts Payable	State of Arizona	\$2,786.99
308226	03/02/2021	Accounts Payable	Swinney, Michael, A	\$180.00
308227	03/02/2021	Accounts Payable	Tonto Basin Sanitation	\$110.00
308228	03/02/2021	Accounts Payable	Town of Payson	\$735.05
308229	03/02/2021	Accounts Payable	UniFirst Corporation	\$46.08
308230	03/02/2021	Accounts Payable	VERIZON WIRELESS	\$1,752.01
308231	03/02/2021	Accounts Payable	Wist Office Products Company	\$832.54
308232	03/03/2021	Accounts Payable	Gonzales, Timothy, P	\$650.00
308233	03/04/2021	Accounts Payable	Arizona Department of Administration	\$1,212.49
308235	03/05/2021	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$4,408.80
308236	03/05/2021	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	\$230,418.51
308237	03/05/2021	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$172,509.01
308238	03/05/2021	Accounts Payable	AZCOPS	\$13.50
308239	03/05/2021	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$5,160.99
308240	03/05/2021	Accounts Payable	CORP - AOC	\$18,606.11
308241	03/05/2021	Accounts Payable	CORP - DISPATCHER	\$490.48
308242	03/05/2021	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN	\$10,454.23
308243	03/05/2021	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT PLAN	\$31.00
308244	03/05/2021	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	\$13,315.38
308245	03/05/2021	Accounts Payable	EORP LEGACY	\$11,946.53
308246	03/05/2021	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308247	03/05/2021	Accounts Payable	Gila County Government	\$225.96
308248	03/05/2021	Accounts Payable	GILSBAR FSA	\$1,399.06
308249	03/05/2021	Accounts Payable	GILSBAR HSA	\$2,749.58
308250	03/05/2021	Accounts Payable	IVY FUNDS	\$567.50
308251	03/05/2021	Accounts Payable	JP MORGAN CHASE DOR	\$27,633.47
308252	03/05/2021	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$72,718.50
308253	03/05/2021	Accounts Payable	JP MORGAN CHASE FICA EE	\$60,261.23
308254	03/05/2021	Accounts Payable	JP MORGAN CHASE FICA ER	\$60,261.23
308255	03/05/2021	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$14,260.65
308256	03/05/2021	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$14,260.65
308257	03/05/2021	Accounts Payable	METLIFE	\$400.00
308259	03/05/2021	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
308260	03/05/2021	Accounts Payable	NATIONWIDE RETIREMENT	\$4,051.50
308261	03/05/2021	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$7,156.63
308262	03/05/2021	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$5,562.51
308263	03/05/2021	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$700.00
308264	03/05/2021	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$18,871.82
308265	03/05/2021	Accounts Payable	SECURITY BENEFIT GROUP	\$3,068.33
308266	03/05/2021	Accounts Payable	Social Security Administration	\$194.89
308267	03/05/2021	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	\$2,754.41
308268	03/05/2021	Accounts Payable	UNITED STATES TREASURY	\$50.00
308269	03/05/2021	Accounts Payable	WI SCTF	\$265.97
308270	03/04/2021	Accounts Payable	Arizona Department of Public Safety	\$67.00
308271	03/04/2021	Accounts Payable	Arizona Department of Public Safety	\$67.00
308272	03/04/2021	Accounts Payable	Arizona Department of Public Safety	\$67.00
308273	03/04/2021	Accounts Payable	Arizona Department of Public Safety	\$67.00
308274	03/04/2021	Accounts Payable	Arizona Department of Public Safety	\$67.00
308275	03/04/2021	Accounts Payable	Arizona Planning & Paralegal Solutions	\$1,650.00
308276	03/04/2021	Accounts Payable	Arizona Water Company	\$61.34
308277	03/04/2021	Accounts Payable	Braddock, Karrol, L	\$62.30
308278	03/04/2021	Accounts Payable	Carahsoft Technology Corporation	\$58.03
308279	03/04/2021	Accounts Payable	Center for Disease Detection	\$172.86
308280	03/04/2021	Accounts Payable	CenturyLink	\$141.53

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308281	03/04/2021	Accounts Payable	Childhelp Inc.	\$700.00
308282	03/04/2021	Accounts Payable	City of Globe	\$1,040.84
308283	03/04/2021	Accounts Payable	Copper State Sanitation, Inc	\$90.00
308284	03/04/2021	Accounts Payable	Cordant Health Solutions	\$792.65
308285	03/04/2021	Accounts Payable	Creasy, Chance	\$250.00
308286	03/04/2021	Accounts Payable	Dease, Iona	\$5,580.00
308287	03/04/2021	Accounts Payable	Dell Marketing LP	\$8,114.38
308288	03/04/2021	Accounts Payable	Diana G. Montgomery, PLLC	\$6,200.00
308289	03/04/2021	Accounts Payable	Entry Point, LLC	\$2,500.00
308290	03/04/2021	Accounts Payable	FedEx	\$68.75
308291	03/04/2021	Accounts Payable	Freelance Litigation Solutions	\$1,606.79
308292	03/04/2021	Accounts Payable	Gillespie, Jessen	\$200.00
308293	03/04/2021	Accounts Payable	Gisela Valley Community Center	\$25.00
308294	03/04/2021	Accounts Payable	GreatAmerica Leasing Corporation	\$263.19
308295	03/04/2021	Accounts Payable	Griffin Group International Reporters & Photographers	\$300.80
308296	03/04/2021	Accounts Payable	Griffin's Propane, Inc.	\$789.86
308297	03/04/2021	Accounts Payable	Henager Law Firm PLLC	\$5,054.22
308298	03/04/2021	Accounts Payable	Inland Kenworth (US), Inc	\$105,085.47
308299	03/04/2021	Accounts Payable	Iron Mountain	\$682.27
308300	03/04/2021	Accounts Payable	Jacksosn Trailers Inc	\$8,056.71
308301	03/04/2021	Accounts Payable	JaLin Enterprises Inc.	\$845.20
308302	03/04/2021	Accounts Payable	JD Towing LLC	\$207.00
308303	03/04/2021	Accounts Payable	Konica Minolta Business Solutions U.S.A., Inc.	\$360.92
308304	03/04/2021	Accounts Payable	Lawman Investigations, LLC	\$112.50
308305	03/04/2021	Accounts Payable	Little Stinker Septic Service, LLC	\$1,882.80
308306	03/04/2021	Accounts Payable	Loven Contracting Inc.	\$368,578.70
308307	03/04/2021	Accounts Payable	Maxim Staffing Solutions	\$6,401.25
308308	03/04/2021	Accounts Payable	McCreary Group	\$363.00
308309	03/04/2021	Accounts Payable	McCutcheon, Psy.D., PLLC, Jeni	\$400.00
308310	03/04/2021	Accounts Payable	Morgan, Paul	\$100.00
308311	03/04/2021	Accounts Payable	Morse, Suzanne, L	\$75.00
308312	03/04/2021	Accounts Payable	Motorola Solutions Inc	\$26,514.75
308313	03/04/2021	Accounts Payable	Oropeza, Marcos	\$200.00

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308314	03/04/2021	Accounts Payable	Payson Rodeo Committee, Inc.	\$2,800.00
308315	03/04/2021	Accounts Payable	Pima County Government	\$20.00
308316	03/04/2021	Accounts Payable	PITNEY BOWES INC	\$29.60
308317	03/04/2021	Accounts Payable	PITNEY BOWES INC	\$500.00
308318	03/04/2021	Accounts Payable	Policy Development Group Inc.	\$15,000.00
308319	03/04/2021	Accounts Payable	Quality Pumping	\$180.61
308320	03/04/2021	Accounts Payable	Renee Kuhn Mitigation, LLC	\$5,478.00
308321	03/04/2021	Accounts Payable	Ricoh USA, Inc.	\$42.25
308322	03/04/2021	Accounts Payable	Ripple , Denise	\$640.20
308323	03/04/2021	Accounts Payable	Sanders Transport	\$1,298.63
308324	03/04/2021	Accounts Payable	Service Plus	\$2,215.00
308325	03/04/2021	Accounts Payable	Shred-It	\$115.78
308326	03/04/2021	Accounts Payable	Shreeve Roofing Inc	\$300.58
308327	03/04/2021	Accounts Payable	State of Arizona	\$117,767.00
308328	03/04/2021	Accounts Payable	State of Arizona Justice of the Peace Association	\$100.00
308329	03/04/2021	Accounts Payable	Stephen R. Jones Attorney at Law, PLLC	\$1,500.00
308330	03/04/2021	Accounts Payable	Tatum, Carter	\$250.00
308331	03/04/2021	Accounts Payable	The Architecture Company	\$14,944.01
308332	03/04/2021	Accounts Payable	The Law Offices of Michael Ziemba	\$7,948.74
308333	03/04/2021	Accounts Payable	Thomson Reuters West	\$196.63
308334	03/04/2021	Accounts Payable	Trinity Services Group, Inc.	\$28,022.01
308335	03/04/2021	Accounts Payable	Triplet Mountain Communications, Inc.	\$8,410.53
308336	03/04/2021	Accounts Payable	Viking Specialty Contracting	\$40,666.60
308337	03/04/2021	Accounts Payable	Waste Management of Arizona, Inc.	\$332.03
308338	03/04/2021	Accounts Payable	Waters Sparkletts of Payson, LLC	\$15.00
308339	03/04/2021	Accounts Payable	Wilson Investigative Services	\$400.00
308340	03/04/2021	Accounts Payable	Wrangler Plumbing Inc.	\$187.50
308341	03/05/2021	Accounts Payable	San Carlos Library	\$17,135.00
308342	03/05/2021	Accounts Payable	Arizona Water Company	\$66.30
308343	03/05/2021	Accounts Payable	Burch, Joshua, S	\$20.01
308344	03/05/2021	Accounts Payable	Cellebrite Inc.	\$4,029.30
308345	03/05/2021	Accounts Payable	Curiel, Alberto	\$20.00
308346	03/05/2021	Accounts Payable	Holiday, David	\$20.00

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308347	03/08/2021	Accounts Payable	Amaya, Marcela	\$13.09
308348	03/08/2021	Accounts Payable	County Managers Association of Arizona	\$150.00
308349	03/08/2021	Accounts Payable	Goulden III, Fred	\$30.00
308350	03/08/2021	Accounts Payable	McClelland, Justin	\$100.00
308351	03/08/2021	Accounts Payable	North Country HealthCare, Inc.	\$117.50
308352	03/09/2021	Accounts Payable	UNITED STATES TREASURY	\$50.00
308353	03/09/2021	Accounts Payable	ADORNETTO, CHARLES, J	\$90.78
308354	03/09/2021	Accounts Payable	Advanced Controls Corporation	\$420.00
308355	03/09/2021	Accounts Payable	Alioto, Janine, V	\$80.10
308356	03/09/2021	Accounts Payable	Alliant Arizona Propane, LLC	\$60.21
308357	03/09/2021	Accounts Payable	Arizona Department of Environmental	\$1,544.79
308358	03/09/2021	Accounts Payable	Arizona Department of Environmental	\$500.00
308359	03/09/2021	Accounts Payable	Arizona Department of Environmental	\$1,105.62
308360	03/09/2021	Accounts Payable	Arizona Local Government Employee	\$465,475.18
308361	03/09/2021	Accounts Payable	Arizona Public Service	\$483.39
308362	03/09/2021	Accounts Payable	Arizona Water Company	\$27.18
308363	03/09/2021	Accounts Payable	Beltran, Michael, D	\$75.00
308364	03/09/2021	Accounts Payable	Bose Public Affairs Group LLC	\$7,000.00
308365	03/09/2021	Accounts Payable	Braddock, Karrol, L	\$65.86
308366	03/09/2021	Accounts Payable	Canyon Country Design Inc	\$2,000.00
308367	03/09/2021	Accounts Payable	CenturyLink	\$943.84
308368	03/09/2021	Accounts Payable	Clark Arizona Legal Services PC	\$8,439.25
308369	03/09/2021	Accounts Payable	Cobre Valley Publishing	\$451.45
308370	03/09/2021	Accounts Payable	Community Bridges, Inc.	\$3,000.00
308371	03/09/2021	Accounts Payable	Core Construction, Inc.	\$199,714.21
308372	03/09/2021	Accounts Payable	Crafco	\$6,457.17
308373	03/09/2021	Accounts Payable	Debrigida Law Offices PLLC	\$4,000.00
308374	03/09/2021	Accounts Payable	DJ's Companies, Inc.	\$472.34
308375	03/09/2021	Accounts Payable	Dollywood Foundation	\$3,448.10
308376	03/09/2021	Accounts Payable	EarthQuest Plumbing & Pumping LLC	\$1,169.28
308377	03/09/2021	Accounts Payable	Fabok, Glinda, S	\$138.93
308378	03/09/2021	Accounts Payable	FedEx	\$8.56
308379	03/09/2021	Accounts Payable	Gila County Government	\$249,085.01

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308380	03/09/2021	Accounts Payable	Heppler, Cheri, A	\$247.26
308381	03/09/2021	Accounts Payable	Hillyard INC	\$2,857.46
308382	03/09/2021	Accounts Payable	HUBBARD TRAILER SALES	\$8,288.78
308383	03/09/2021	Accounts Payable	Interstate Copy Shop	\$47.69
308384	03/09/2021	Accounts Payable	Jafetsdottir, Svanhildur	\$2,827.50
308385	03/09/2021	Accounts Payable	JaLin Enterprises Inc.	\$845.20
308386	03/09/2021	Accounts Payable	JR Holmes Backflow Prevention	\$195.00
308387	03/09/2021	Accounts Payable	Konica Minolta Business Solutions	\$1,017.89
308388	03/09/2021	Accounts Payable	Law Offices of Daniel Thulin, LLC	\$2,900.00
308389	03/09/2021	Accounts Payable	Maricopa County	\$3,000.00
308390	03/09/2021	Accounts Payable	Motorola Solutions Inc	\$33,745.72
308391	03/09/2021	Accounts Payable	Nelson, Timothy	\$6,000.00
308392	03/09/2021	Accounts Payable	Payson Roundup	\$884.61
308393	03/09/2021	Accounts Payable	Pinal County	\$8,700.00
308394	03/09/2021	Accounts Payable	Pine-Strawberry Water Improvement	\$73.82
308395	03/09/2021	Accounts Payable	R&M Repeater	\$1,279.93
308396	03/09/2021	Accounts Payable	Ripple , Denice	\$3,085.50
308397	03/09/2021	Accounts Payable	Salt River Project	\$742.53
308398	03/09/2021	Accounts Payable	San Carlos Apache Tribe	\$483.55
308399	03/09/2021	Accounts Payable	San Diego Police Equipment Co Inc	\$755.35
308400	03/09/2021	Accounts Payable	Stanley Convergent Security Solutions	\$668.70
308401	03/09/2021	Accounts Payable	Suddenlink	\$2,615.21
308402	03/09/2021	Accounts Payable	Suddenlink	\$98.45
308403	03/09/2021	Accounts Payable	Swinney, Michael, A	\$108.00
308404	03/09/2021	Accounts Payable	T-Mobile USA Inc.	\$178.50
308405	03/09/2021	Accounts Payable	TDS Telecom	\$2,547.72
308406	03/09/2021	Accounts Payable	Technology Providers, Inc.	\$370.00
308407	03/09/2021	Accounts Payable	TeleCheck Services Inc	\$90.00
308408	03/09/2021	Accounts Payable	Thomson Reuters West	\$723.11
308409	03/09/2021	Accounts Payable	Thyssenkrupp Elevator Corporation	\$761.87
308410	03/09/2021	Accounts Payable	Tyler Technologies, Inc.	\$394.48
308411	03/09/2021	Accounts Payable	Uline, Inc	\$23,412.20
308412	03/09/2021	Accounts Payable	UniFirst Corporation	\$281.93

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308413	03/09/2021	Accounts Payable	US Imaging Inc.	\$309.52
308414	03/09/2021	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$4,616.00
308415	03/09/2021	Accounts Payable	FLORIANE Vaishville, Denise, R	\$1,266.50
308416	03/09/2021	Accounts Payable	Westwood Pharmacy	\$2,586.34
308417	03/09/2021	Accounts Payable	Wist Office Products Company	\$51.46
308418	03/10/2021	Accounts Payable	JP MORGAN CHASE DOR	\$260.65
308419	03/10/2021	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$2,005.15
308420	03/10/2021	Accounts Payable	JP MORGAN CHASE FICA EE	\$956.91
308421	03/10/2021	Accounts Payable	JP MORGAN CHASE FICA ER	\$956.91
308422	03/10/2021	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$223.78
308423	03/10/2021	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$223.78
308424	03/11/2021	Accounts Payable	JP MORGAN CHASE DOR	\$473.65
308425	03/11/2021	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$7,027.10
308426	03/11/2021	Accounts Payable	JP MORGAN CHASE FICA EE	\$1,646.70
308427	03/11/2021	Accounts Payable	JP MORGAN CHASE FICA ER	\$1,646.70
308428	03/11/2021	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$385.12
308429	03/11/2021	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$385.12
308430	03/12/2021	Accounts Payable	Archaeological Consulting Services, Ltd.	\$556.02
308431	03/12/2021	Accounts Payable	Arizona Counties Insurance Pool	\$33,698.23
308432	03/12/2021	Accounts Payable	Arizona Department of Revenue	\$1,878.86
308433	03/12/2021	Accounts Payable	Arizona Public Service	\$448.58
308434	03/12/2021	Accounts Payable	Armstrong Land Services Inc	\$4,100.00
308435	03/12/2021	Accounts Payable	BI Inc	\$399.10
308436	03/12/2021	Accounts Payable	Carrizo Apache Assembly of God	\$150.00
308437	03/12/2021	Accounts Payable	CenturyLink	\$560.55
308438	03/12/2021	Accounts Payable	CHRISTOPHER CREEK COMMUNITY	\$75.00
308439	03/12/2021	Accounts Payable	COBB, FENDLEY & ASSOCIATES INC	\$6,545.00
308440	03/12/2021	Accounts Payable	Collins & Collins LLP	\$12,554.00
308441	03/12/2021	Accounts Payable	Digital Imaging Systems, LLC	\$8.34
308442	03/12/2021	Accounts Payable	East Verde Baptist Church	\$75.00
308443	03/12/2021	Accounts Payable	Election Systems & Software, LLC	\$50,520.94
308444	03/12/2021	Accounts Payable	Expedition Church	\$150.00
308445	03/12/2021	Accounts Payable	Family Transitions	\$1,525.00

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308446	03/12/2021	Accounts Payable	FIRST BAPTIST CHURCH OF PINE	\$100.00
308447	03/12/2021	Accounts Payable	Gila County Government	\$40.00
308448	03/12/2021	Accounts Payable	Gila County Government	\$214.90
308449	03/12/2021	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$109.38
308450	03/12/2021	Accounts Payable	Kimley-Horn & Associates, Inc.	\$22,131.50
308451	03/12/2021	Accounts Payable	Konica Minolta Business Solutions	\$29.33
308452	03/12/2021	Accounts Payable	Lamont Mortuary of Globe	\$410.00
308453	03/12/2021	Accounts Payable	Language Line Services, Inc.	\$40.34
308454	03/12/2021	Accounts Payable	Lionbridge Technologies, Inc	\$187.59
308455	03/12/2021	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$696.29
308456	03/12/2021	Accounts Payable	McKesson Medical-Surgical Government	\$76.28
308457	03/12/2021	Accounts Payable	Mount Cross Lutheran Church	\$175.00
308458	03/12/2021	Accounts Payable	Native Environmental, LLC	\$19,607.50
308459	03/12/2021	Accounts Payable	O'Driscoll, Michael, J	\$571.39
308460	03/12/2021	Accounts Payable	Office Depot	\$565.14
308461	03/12/2021	Accounts Payable	Payson First Church of the Nazarene	\$150.00
308462	03/12/2021	Accounts Payable	Pinal Mountain Elks Lodge #2809	\$150.00
308463	03/12/2021	Accounts Payable	Pleasant Valley Community Center, Inc	\$75.00
308464	03/12/2021	Accounts Payable	R&M Repeater	\$771.06
308465	03/12/2021	Accounts Payable	Rim View Community Church	\$100.00
308466	03/12/2021	Accounts Payable	ROOSEVELT BAPTIST CHURCH	\$75.00
308467	03/12/2021	Accounts Payable	Sparklight	\$688.32
308468	03/12/2021	Accounts Payable	Tioga Solor Gila, LLC	\$3,762.83
308469	03/12/2021	Accounts Payable	Tonto Basin Chamber of Commerce	\$75.00
308470	03/12/2021	Accounts Payable	Tonto Valley Bible Church Inc.	\$150.00
308471	03/12/2021	Accounts Payable	UniFirst Corporation	\$234.24
308472	03/12/2021	Accounts Payable	Waters Sparkletts of Payson, LLC	\$82.50
308473	03/12/2021	Accounts Payable	Yvette Vargas Photography	\$1,300.00
308474	03/16/2021	Accounts Payable	Arizona Association of Counties	\$250.00
308475	03/16/2021	Accounts Payable	Arizona Department of Revenue	\$131.46
308476	03/16/2021	Accounts Payable	Arizona Magistrates Association	\$50.00
308477	03/16/2021	Accounts Payable	Arizona Planning & Paralegal Solutions	\$1,662.50
308478	03/16/2021	Accounts Payable	Arizona Public Service	\$371.79

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308479	03/16/2021	Accounts Payable	Arizona Supreme Court	\$9.00
308480	03/16/2021	Accounts Payable	Atomic Pest Control LLC	\$120.50
308481	03/16/2021	Accounts Payable	CBI Security Service	\$15,314.00
308482	03/16/2021	Accounts Payable	CenturyLink	\$925.80
308483	03/16/2021	Accounts Payable	CMS Solutions	\$9,108.11
308484	03/16/2021	Accounts Payable	County of Yavapai	\$13,250.00
308485	03/16/2021	Accounts Payable	Dibble Engineering	\$5,162.31
308486	03/16/2021	Accounts Payable	Fuelco Energy LLC	\$34,984.13
308487	03/16/2021	Accounts Payable	Gila County Government	\$1,339.09
308488	03/16/2021	Accounts Payable	Gonzales , Ruben, F	\$100.00
308489	03/16/2021	Accounts Payable	Gregan & Associates	\$6,000.00
308490	03/16/2021	Accounts Payable	Helm, Livesay & Worthington, Ltd	\$71.20
308491	03/16/2021	Accounts Payable	Huddleston, James, E	\$140.00
308492	03/16/2021	Accounts Payable	Kimley-Horn & Associates, Inc.	\$13,311.12
308493	03/16/2021	Accounts Payable	Law Office of John S. Perlman, LLC	\$1,312.50
308494	03/16/2021	Accounts Payable	Loven Contracting Inc.	\$102,241.85
308495	03/16/2021	Accounts Payable	Ripple , Denice	\$814.60
308496	03/16/2021	Accounts Payable	Saguaro Diving & Sports Inc.	\$12,613.74
308497	03/16/2021	Accounts Payable	Sanders Transport	\$850.36
308498	03/16/2021	Accounts Payable	Schmitz, Evan	\$457.91
308499	03/16/2021	Accounts Payable	Skaggs Public Safety Uniforms & Equipment	\$86.62
308500	03/16/2021	Accounts Payable	Southwest Gas	\$114.25
308501	03/16/2021	Accounts Payable	Taylor, Jeff	\$100.00
308502	03/16/2021	Accounts Payable	TDS Telecom	\$80.18
308503	03/16/2021	Accounts Payable	The Master's Touch, LLC	\$1,125.71
308504	03/16/2021	Accounts Payable	The Master's Touch, LLC	\$3,766.50
308505	03/16/2021	Accounts Payable	UniFirst Corporation	\$46.08
308506	03/16/2021	Accounts Payable	Waters Sparkletts of Payson, LLC	\$96.25
308508	03/19/2021	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$4,365.12
308509	03/19/2021	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	\$229,569.15
308510	03/19/2021	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$174,409.92
308511	03/19/2021	Accounts Payable	AZCOPS	\$13.50
308512	03/19/2021	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$5,194.90

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308513	03/19/2021	Accounts Payable	CORP - AOC	\$18,606.10
308514	03/19/2021	Accounts Payable	CORP - DISPATCHER	\$476.19
308515	03/19/2021	Accounts Payable	CORRECTIONS OFFICER	\$9,916.19
308516	03/19/2021	Accounts Payable	RETIREMENT PLAN ELECTED OFFICIALS DEFINED	\$31.00
308517	03/19/2021	Accounts Payable	CONTRIBUTION RETIREMENT ELECTED OFFICIALS RETIREMENT	\$13,315.38
308518	03/19/2021	Accounts Payable	PLAN EORP LEGACY	\$11,940.22
308519	03/19/2021	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
308520	03/19/2021	Accounts Payable	Gila County Government	\$100.00
308521	03/19/2021	Accounts Payable	GILSBAR FSA	\$1,399.06
308522	03/19/2021	Accounts Payable	GILSBAR HSA	\$3,012.08
308523	03/19/2021	Accounts Payable	IVY FUNDS	\$567.50
308524	03/19/2021	Accounts Payable	JP MORGAN CHASE DOR	\$27,005.30
308525	03/19/2021	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$69,152.89
308526	03/19/2021	Accounts Payable	JP MORGAN CHASE FICA EE	\$58,487.60
308527	03/19/2021	Accounts Payable	JP MORGAN CHASE FICA ER	\$58,487.60
308528	03/19/2021	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$13,849.57
308529	03/19/2021	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$13,849.57
308530	03/19/2021	Accounts Payable	METLIFE	\$400.00
308531	03/19/2021	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
308532	03/19/2021	Accounts Payable	NATIONWIDE RETIREMENT	\$4,076.50
308533	03/19/2021	Accounts Payable	SOLUTIONS NATIONWIDE RETIREMENT	\$7,156.63
308534	03/19/2021	Accounts Payable	SOLUTIONS NATIONWIDE TRUST Co FBO NRS	\$5,169.02
308535	03/19/2021	Accounts Payable	NORTHERN ARIZONA LAW	\$735.00
308536	03/19/2021	Accounts Payable	ENFORCEMENT ASSOC PUBLIC SAFETY PERSONNEL	\$17,343.00
308537	03/19/2021	Accounts Payable	RETIREMENT SYSTEM SECURITY BENEFIT GROUP	\$3,068.33
308538	03/19/2021	Accounts Payable	Social Security Administration	\$194.89
308539	03/19/2021	Accounts Payable	SUPPORT PAYMENT	\$2,638.22
308540	03/19/2021	Accounts Payable	CLEARINGHOUSE UNITED STATES TREASURY	\$50.00
308541	03/19/2021	Accounts Payable	WI SCTF	\$265.97
308542	03/18/2021	Accounts Payable	Advanced Controls Corporation	\$1,606.81
308543	03/18/2021	Accounts Payable	Architekton, Inc.	\$10,065.53
308544	03/18/2021	Accounts Payable	Arizona Public Service	\$253.52
308545	03/18/2021	Accounts Payable	Carahsoft Technology Corporation	\$1,856.24

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308546	03/18/2021	Accounts Payable	CenturyLink	\$880.01
308547	03/18/2021	Accounts Payable	Chambers, Bryan, B	\$114.33
308548	03/18/2021	Accounts Payable	City of Globe	\$736.25
308549	03/18/2021	Accounts Payable	Cobre Valley Publishing	\$44.25
308550	03/18/2021	Accounts Payable	Command Solutions 4	\$51,000.00
308551	03/18/2021	Accounts Payable	Community Bridges, Inc.	\$2,070.32
308552	03/18/2021	Accounts Payable	Crooked Sky Works	\$240.00
308553	03/18/2021	Accounts Payable	Dell Marketing LP	\$2,411.57
308554	03/18/2021	Accounts Payable	DJ's Companies, Inc.	\$109.90
308555	03/18/2021	Accounts Payable	Gila County Government	\$212.16
308556	03/18/2021	Accounts Payable	HealthEquity, Inc	\$177.95
308557	03/18/2021	Accounts Payable	HealthEquity, Inc	\$20.00
308558	03/18/2021	Accounts Payable	HealthEquity, Inc	\$171.55
308559	03/18/2021	Accounts Payable	Hillyard-Flagstaff	\$24.90
308560	03/18/2021	Accounts Payable	Interim Public Management, LLC	\$6,691.25
308561	03/18/2021	Accounts Payable	Investigative Research, Inc.	\$3,902.48
308562	03/18/2021	Accounts Payable	JaLin Enterprises Inc.	\$718.42
308563	03/18/2021	Accounts Payable	JBS Roofing	\$34,125.30
308564	03/18/2021	Accounts Payable	Jones, Skelton & Hochuli P.L.C.	\$6,028.00
308565	03/18/2021	Accounts Payable	KMOG Radio	\$600.00
308566	03/18/2021	Accounts Payable	Multitech	\$45.00
308567	03/18/2021	Accounts Payable	National Business Furniture LLC	\$107.97
308568	03/18/2021	Accounts Payable	National Business Furniture LLC	\$6,779.31
308569	03/18/2021	Accounts Payable	OffenderWatch	\$202.95
308570	03/18/2021	Accounts Payable	Old Main Storage	\$351.50
308571	03/18/2021	Accounts Payable	Oropeza, Marcos	\$200.00
308572	03/18/2021	Accounts Payable	Payson Magistrate Court	\$3.36
308573	03/18/2021	Accounts Payable	Payson Rodeo Committee, Inc.	\$1,575.00
308574	03/18/2021	Accounts Payable	Premier Emergency Medical Specialists	\$156.41
308575	03/18/2021	Accounts Payable	Pride Plumbing	\$4,425.00
308576	03/18/2021	Accounts Payable	Quadient Leasing USA, Inc.	\$67.20
308577	03/18/2021	Accounts Payable	RWC International, LTD	\$14,560.20
308578	03/18/2021	Accounts Payable	Skaggs Public Safety Uniforms & Equipment	\$3,721.38

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308579	03/18/2021	Accounts Payable	Sparklight	\$779.79
308580	03/18/2021	Accounts Payable	St. Paul's United Methodist Church	\$500.00
308581	03/18/2021	Accounts Payable	State of Arizona	\$806.08
308582	03/18/2021	Accounts Payable	State of Arizona	\$1,805.00
308583	03/18/2021	Accounts Payable	Stratton Builders	\$2,620.00
308584	03/18/2021	Accounts Payable	Swinney, Michael, A	\$108.00
308585	03/18/2021	Accounts Payable	TDS Telecom	\$206.06
308586	03/18/2021	Accounts Payable	Thomson Reuters West	\$2,463.68
308587	03/18/2021	Accounts Payable	UniFirst Corporation	\$76.05
308588	03/18/2021	Accounts Payable	Watchguard Video Inc.	\$51.46
308589	03/18/2021	Accounts Payable	Waters Sparkletts of Payson, LLC	\$165.00
308590	03/18/2021	Accounts Payable	Wowza LLC.	\$11,000.00
308591	03/18/2021	Accounts Payable	Wright , Timothy	\$504.63
308592	03/18/2021	Accounts Payable	Zions First National Bank	\$1,500.00
308593	03/23/2021	Accounts Payable	Arizona Freelance Interpreting Services	\$952.00
308594	03/23/2021	Accounts Payable	Arizona Public Service	\$34,012.86
308595	03/23/2021	Accounts Payable	Arizona Supreme Court	\$9,737.38
308596	03/23/2021	Accounts Payable	AT&T	\$48.54
308597	03/23/2021	Accounts Payable	Aztec Alarms Inc	\$72.00
308598	03/23/2021	Accounts Payable	Beltran, Michael, D	\$90.00
308599	03/23/2021	Accounts Payable	Blueline Services LLC	\$209.50
308601	03/23/2021	Accounts Payable	CenturyLink	\$359.56
308602	03/23/2021	Accounts Payable	CenturyLink Business Services	\$2,196.70
308603	03/23/2021	Accounts Payable	Cobre Valley Publishing	\$85.30
308604	03/23/2021	Accounts Payable	Copper State Sanitation, Inc	\$600.00
308605	03/23/2021	Accounts Payable	Dooly, Larry, A	\$65.08
308606	03/23/2021	Accounts Payable	Fuelco Energy LLC	\$33,558.25
308607	03/23/2021	Accounts Payable	Gila County Government	\$4,198.09
308608	03/23/2021	Accounts Payable	Gonzales, Timothy, P	\$450.00
308609	03/23/2021	Accounts Payable	Hillyard-Flagstaff	\$792.96
308610	03/23/2021	Accounts Payable	Homeless Coalition of Cobre Valley	\$1,000.00
308611	03/23/2021	Accounts Payable	JCG Technologies, Inc	\$567.27
308612	03/23/2021	Accounts Payable	Kaufman, Mark, A	\$2,420.00

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308613	03/23/2021	Accounts Payable	LaForge, Earl, D	\$100.00
308614	03/23/2021	Accounts Payable	Law Offices of Harriette P. Levitt, PLLC	\$1,000.00
308615	03/23/2021	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$2,352.30
308616	03/23/2021	Accounts Payable	MCI Communication Services, Inc.	\$37.52
308617	03/23/2021	Accounts Payable	McSpadden Ford Inc.	\$33,546.86
308618	03/23/2021	Accounts Payable	MUNKELWITZ, TREVOR	\$25.00
308619	03/23/2021	Accounts Payable	Revize LLC	\$2,840.00
308620	03/23/2021	Accounts Payable	Rives, Larry, Leroy	\$400.50
308621	03/23/2021	Accounts Payable	Rogers, Brian, D	\$100.00
308622	03/23/2021	Accounts Payable	Southwest Gas	\$1,741.01
308623	03/23/2021	Accounts Payable	Sparkletts Water	\$104.50
308624	03/23/2021	Accounts Payable	SPOK, Inc.	\$31.70
308625	03/23/2021	Accounts Payable	Swinney, Michael, A	\$120.00
308626	03/23/2021	Accounts Payable	The University of Arizona	\$17,500.00
308627	03/23/2021	Accounts Payable	Tyler Technologies, Inc.	\$30,747.03
308628	03/23/2021	Accounts Payable	UniFirst Corporation	\$172.45
308629	03/23/2021	Accounts Payable	VERIZON WIRELESS	\$23,115.02
308630	03/26/2021	Accounts Payable	A2 Beeline Auto Glass	\$140.00
308631	03/26/2021	Accounts Payable	Affilion of Cobre Valley PLLC	\$156.41
308632	03/26/2021	Accounts Payable	Alliant Arizona Propane, LLC	\$2,119.74
308633	03/26/2021	Accounts Payable	Alpine Country Urologic Assoc	\$307.22
308634	03/26/2021	Accounts Payable	Aqua-Serv Engineers, Inc.	\$125.00
308635	03/26/2021	Accounts Payable	Arizona 811	\$63.42
308636	03/26/2021	Accounts Payable	Arizona Planning & Paralegal Solutions	\$2,862.50
308637	03/26/2021	Accounts Payable	Arizona Public Service	\$350.23
308638	03/26/2021	Accounts Payable	Arizona Supreme Court	\$215.00
308639	03/26/2021	Accounts Payable	Azital Three, LLC	\$7,753.50
308640	03/26/2021	Accounts Payable	Bass, Sandra, J	\$230.00
308641	03/26/2021	Accounts Payable	Bryan, Michael	\$2,700.00
308642	03/26/2021	Accounts Payable	CenturyLink	\$222.53
308643	03/26/2021	Accounts Payable	CenturyLink Business Services	\$15,823.31
308644	03/26/2021	Accounts Payable	Cobre Valley Regional Medical Center	\$213.71
308645	03/26/2021	Accounts Payable	Community Bridges, Inc.	\$9,000.00

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308646	03/26/2021	Accounts Payable	Creasy, Chance	\$400.00
308647	03/26/2021	Accounts Payable	Dignity Community Care	\$201.19
308648	03/26/2021	Accounts Payable	Dignity Community Care	\$215.93
308649	03/26/2021	Accounts Payable	DJ's Companies, Inc.	\$472.34
308650	03/26/2021	Accounts Payable	Gillespie, Jessen	\$400.00
308651	03/26/2021	Accounts Payable	GlaxoSmithKline LLC	\$5,173.71
308652	03/26/2021	Accounts Payable	Guild Consulting LLC	\$38,166.00
308653	03/26/2021	Accounts Payable	Hardy, Linda	\$105.00
308654	03/26/2021	Accounts Payable	Heppler, Cheri, A	\$247.26
308655	03/26/2021	Accounts Payable	JaLin Enterprises Inc.	\$845.20
308656	03/26/2021	Accounts Payable	Jani-Serv, Inc	\$9,350.76
308657	03/26/2021	Accounts Payable	JOHNSTON, SHERWOOD	\$105.02
308658	03/26/2021	Accounts Payable	Language Connection	\$160.00
308659	03/26/2021	Accounts Payable	McKesson Medical-Surgical Government Solutions LLC	\$263.16
308660	03/26/2021	Accounts Payable	Merck Sharp & Dohme Corp.	\$4,032.04
308661	03/26/2021	Accounts Payable	Motorola Solutions Inc	\$26,514.75
308662	03/26/2021	Accounts Payable	Multitech	\$1,509.18
308663	03/26/2021	Accounts Payable	Payson Justice Court	\$223.28
308664	03/26/2021	Accounts Payable	Payson Roundup	\$139.04
308665	03/26/2021	Accounts Payable	Pleasant Valley Community Medical Center	\$150.00
308666	03/26/2021	Accounts Payable	R&S Northeast LLC	\$200.00
308667	03/26/2021	Accounts Payable	Ripple , Denice	\$1,162.50
308668	03/26/2021	Accounts Payable	Sanders Transport	\$1,009.08
308669	03/26/2021	Accounts Payable	Service Plus	\$256.50
308670	03/26/2021	Accounts Payable	Skaggs Public Safety Uniforms & Equipment	\$808.22
308671	03/26/2021	Accounts Payable	Sparkletts Water	\$352.50
308672	03/26/2021	Accounts Payable	Sparklight	\$328.89
308673	03/26/2021	Accounts Payable	Stanley Convergent Security Solutions	\$506.33
308674	03/26/2021	Accounts Payable	Stratton Builders	\$4,847.50
308675	03/26/2021	Accounts Payable	Tatum, Carter	\$400.00
308676	03/26/2021	Accounts Payable	TDS Telecom	\$424.62
308677	03/26/2021	Accounts Payable	The Arizona Partnership for Immunizations	\$689.28
308678	03/26/2021	Accounts Payable	The Product Center	\$498.34

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308679	03/26/2021	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00
308680	03/26/2021	Accounts Payable	UniFirst Corporation	\$226.60
308681	03/26/2021	Accounts Payable	US Imaging Inc.	\$325.00
308682	03/26/2021	Accounts Payable	VERIZON WIRELESS	\$1,657.32
308683	03/26/2021	Accounts Payable	Votruba, Elaine, M	\$471.70
308684	03/26/2021	Accounts Payable	Watchguard Video Inc.	\$22,705.65
308685	03/26/2021	Accounts Payable	Waters Sparkletts of Payson, LLC	\$82.50
308686	03/26/2021	Accounts Payable	Wolak, David	\$216.30
308688	03/31/2021	Accounts Payable	Advantage Home Performance, Inc	\$365.00
308689	03/31/2021	Accounts Payable	Arizona Elite Commercial	\$2,688.53
308690	03/31/2021	Accounts Payable	Arizona Water Company	\$266.62
308691	03/31/2021	Accounts Payable	Barry A. Standifird P.C.	\$9,000.00
308692	03/31/2021	Accounts Payable	Blueline Services LLC	\$98.50
308693	03/31/2021	Accounts Payable	Buzan, Scott, L	\$4,800.00
308694	03/31/2021	Accounts Payable	Carahsoft Technology Corporation	\$10.89
308695	03/31/2021	Accounts Payable	CenturyLink	\$662.98
308696	03/31/2021	Accounts Payable	CenturyLink Business Services	\$2,570.40
308697	03/31/2021	Accounts Payable	Childhelp Inc.	\$1,100.00
308698	03/31/2021	Accounts Payable	City of Globe	\$142.66
308699	03/31/2021	Accounts Payable	Convenient Mobile Service LLC	\$20,900.00
308700	03/31/2021	Accounts Payable	DCR Services & Construction, Inc	\$3,637.29
308701	03/31/2021	Accounts Payable	Debrigida Law Offices PLLC	\$1,000.00
308702	03/31/2021	Accounts Payable	EarthQuest Plumbing & Pumping LLC	\$368.35
308703	03/31/2021	Accounts Payable	FedEx	\$6.67
308705	03/31/2021	Accounts Payable	Hillyard-Flagstaff	\$112.79
308706	03/31/2021	Accounts Payable	Hobbs, Melodee, Kay	\$750.00
308707	03/31/2021	Accounts Payable	Integrated Behavioral Health, Inc	\$750.00
308708	03/31/2021	Accounts Payable	Intrinsic Interventions Inc.	\$5,660.00
308709	03/31/2021	Accounts Payable	JaLin Enterprises Inc.	\$845.20
308710	03/31/2021	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$153.66
308711	03/31/2021	Accounts Payable	Kimley-Horn & Associates, Inc.	\$4,500.00
308712	03/31/2021	Accounts Payable	Konica Minolta Business Solutions	\$31.58
308713	03/31/2021	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$679.17

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

308714	03/31/2021	Accounts Payable	McCreary Group	\$365.20
308715	03/31/2021	Accounts Payable	McDiamond LLC	\$16.00
308716	03/31/2021	Accounts Payable	Mountain Home Interiors	\$2,453.25
308717	03/31/2021	Accounts Payable	MTE Communications	\$305.30
308718	03/31/2021	Accounts Payable	N-Process Counseling & Assessment	\$1,545.00
308719	03/31/2021	Accounts Payable	Ortiz, P.C., Anna , C.	\$6,000.00
308720	03/31/2021	Accounts Payable	Payson Roundup	\$13.39
308721	03/31/2021	Accounts Payable	Personnel Safety Enterprises, Inc	\$287.97
308722	03/31/2021	Accounts Payable	PITNEY BOWES INC	\$37.81
308723	03/31/2021	Accounts Payable	Quality Pumping	\$180.61
308724	03/31/2021	Accounts Payable	Ricoh USA, Inc.	\$36.46
308725	03/31/2021	Accounts Payable	Rives, Larry, Leroy	\$535.50
308726	03/31/2021	Accounts Payable	ROOSEVELT RANCH	\$350.00
308727	03/31/2021	Accounts Payable	Sanders Custom Signs	\$9,729.20
308728	03/31/2021	Accounts Payable	Sanders Transport	\$865.65
308729	03/31/2021	Accounts Payable	Southwest Gas	\$2,633.85
308730	03/31/2021	Accounts Payable	Sparkletts Water	\$549.50
308731	03/31/2021	Accounts Payable	St. Paul's United Methodist Church	\$500.00
308732	03/31/2021	Accounts Payable	Swinney, Michael, A	\$180.00
308733	03/31/2021	Accounts Payable	Tim's Tire , LLC	\$350.00
308734	03/31/2021	Accounts Payable	UniFirst Corporation	\$46.08
308735	03/31/2021	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$2,599.00
308736	03/31/2021	Accounts Payable	Waste Management of Arizona, Inc.	\$332.03
308737	03/31/2021	Accounts Payable	Waters Sparkletts of Payson, LLC	\$7.50
308738	03/31/2021	Accounts Payable	Watson Label Products Corp	\$1,107.36
308739	03/31/2021	Accounts Payable	Wist Office Products Company	\$104.63
308740	03/31/2021	Accounts Payable	Palmer Investigative	\$57.44
308741	03/31/2021	Accounts Payable	Provest	\$15.00
308742	03/31/2021	Accounts Payable	Reed, Daniel	\$8.00
Type Check Totals:				\$4,597,653.62

JP Morgan AP - JP Morgan Accounts Payable Totals

Payment Register

From Payment Date: 3/1/2021 - To Payment Date: 3/31/2021

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
308234	03/04/2021	Voided	Ach Direct Deposit	03/04/2021	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$652,434.23
308258	03/05/2021	Voided	Other Void	03/09/2021	Accounts Payable	MIDLAND FUNDING LLC	\$229.18
308507	03/18/2021	Voided	Ach Direct Deposit	03/18/2021	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$637,362.07
308600	03/23/2021	Voided	Paid Twice	04/01/2021	Accounts Payable	Carahsoft Technology Corporation	\$1,856.24
308687	03/31/2021	Voided	Ach Direct Deposit	04/01/2021	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$645,882.94
Type Check Totals:						5 Transactions	\$1,937,764.66

JP Morgan AP - JP Morgan Accounts Payable Totals

Checks	Status	Count	Transaction Amount	Reconciled Amount
	Voided	5	\$1,937,764.66	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	5	\$1,937,764.66	\$0.00
All	Status	Count	Transaction Amount	Reconciled Amount
	Voided	5	\$1,937,764.66	\$0.00
	Stopped	0	\$0.00	\$0.00
	Total	5	\$1,937,764.66	\$0.00

ARF-6560

Consent Agenda Item 3. I.

Regular BOS Meeting

Meeting Date: 04/20/2021

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

Submitted For: Mary Springer, Finance Director

Submitted By: Stacey Espinoza, Administrative Assistant

Information

Subject

Report for County Manager Approved Contracts under \$50,000 for the month of March

Suggested Motion

Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for the month of March.

Attachments

Under \$50K Report for March

Service Agreement No. 012221 with A&H Contracting Services, Inc.

Service Agreement No. 021821 with Armstrong Land Services, Inc.

Amendment No. 3 to Service Agreement No. 011718-Advanced Controls Corp.

Amendment No. 3 to Services Agreement No. 011718-1 with Advanced Controls Corporation

Amendment No. 1 to Limited Services Contract with Family Transitions

Amendment No. 2 to Service Agreement No. 032619-Archaeological Consulting Services

Amendment No. 1 to Services Agreement No. 111120 with Stratton Builders Center

Service Agreement No. 111120 with Sun Painting Company

Amendment No. 3 to Services Agreement No. 030718-1 with Earthquest Plumbing, Inc.

Arizona Contract No. CTR050894 with Jani Serv

Amendment No. 3 to Professional Services Contract No. 031218 -
Donald Vokes

Amendment No. 4 to Professional Services Contract No. 091318 with
Community Bridges, Inc.

Amendment No. 3 to Services Agreement No. 022718 with JR
Holmes Backflow Prevention

Service Agreement No. 031021 with Bow Tire Roofing

Service Agreement No. 031121 with SWCA Environmental
Consultants

Business Service Agreement with Sparklight Business

COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000*March 01, 2021 to March 31, 2021*

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2	A&H Contracting Services, Inc.	Service Agreement No. 012221	\$8,786.42	03-03-21 to 05-31-21	03-03-21	Expires	Plumb and set used above ground fuel tank at Buckhead Mesa Landfill for diesel use.
3	Armstrong Land Services, Inc.	Service Agreement No. 021821	\$4,100.00	03-05-21 to 06-30-21	03-05-21	Expires	Remove trees at Payson Board of Supervisors building.
4	Advanced Controls Corp.	Amendment No. 3 to Service Agreement No. 011718	\$5,040.00	03-16-21 to 03-15-22	03-09-21	Option to Renew	Amendment No. 3 will serve to extend the term of the contract from 03-16-21 to 03-15-22. Monthly monitoring of Fire Alarm Panels-Systems monitoring; changes, additions or deletions may occur.
5	Advanced Controls Corp.	Amendment No. 3 to Service Agreement No. 011718-1	\$12,390.05	03-16-21 to 03-15-22	03-09-21	Option to Renew	Amendment No. 3 will serve to extend the term of the contract from 3-16-21 to 3-15-22. To provide annual Fire Alarm Inspection for 2020 according to 206 IFC Chapter 9 of the Gila County Fire Alarm systems for 12 buildings in Gila County.
6	Family Transitions	Amendment No. 1 to Limited Services Contract	\$30,000.00	10-06-20 to 06-30-21	03-09-21	Option to Renew	Amendment No. 1 will serve to add language to the contract: Victim Counseling sessions at \$75.00 per session Sex Offender Counseling and Assessments.

7	Archaeological Consulting Services, Inc.	Amendment No. 2 to Service Agreement No. 032619	\$22,450.00	04-03-21 to 04-02-22	03-09-21	Option to Renew	Amendment No. 2 will serve to extend the term of the contract from 04-03-21 to 04-02-22. Surveys for the endangered southwestern Willow Flycatcher and the Gila Western Yellow-Billed Cuckoo along Tonto Creek near Punkin Center, Gila County, AZ. The environmental study at the Tonto Creek Bridge proposed construction site is required until the bridge has been constructed.
8	Stratton Builders Center	Amendment No. 1 to Service Agreement No. 111120 Repair Project #11836	Increase of \$2,620.00 for a new total of \$12,315.00	02-22-21 to 03-30-21	03-11-21	Expires	Amendment No. 1 will serve to increase the dollar amount of the contract by \$2,620.00 due to the need of additional work required for the repair of the project. Further, Amendment No. 1 will extend the contract term to March 30, 2021. The purpose of this repair project is, health and safety but not limited to, add metal to Fascia and soffit, add wood trim to porch roof, paint trim, electrical work lights and conduit.
9	Sun Painting Company	Service Agreement No. 111120	\$8,741.00	03-11-21 to 06-30-21	03-11-21	Option to Renew	Roosevelt Sheriff's Office Substation Needs to be re-painted.
10	Earthquest Plumbing, Inc.	Amendment No. 3 to Service Agreement No. 030718-1	\$5,000.00	04-20-21 to 04-19-22	03-09-21	Option to Renew	Amendment No. 3 will serve to extend the term of contract from 04-20-21 to 0-19-22. Contractor will provide annual backflow inspections, testing and repairs as needed at various facilities in Globe, AZ and repair/replace material as needed per approval.

11	Jani Serv, Inc.	Cooperative Purchasing Agreement Contract No. CTR050894	\$19,478.80	06-30-21	03-16-21	Option to Renew	Gila County wishes to utilize Jani Serv, Inc. for janitorial in the Northern Region of Gila County. All documents executed by the State of Arizona on Contract No. CTR9050894, apply to this procurement between Gila County and Jani Serv Inc.
12	Donald Voakes	Amendment No. 3 to Professional Services Contract No. 031218	\$3,500.00	04-10-21 to 04-09-22	03-16-21	Option to Renew	Amendment No. 3 will serve to extend the term of the contract from 04-10-21 to 04-09-22. Gila County is in need of professional consultation services for a Hearing Officer to administer and enforce our local violation hearings.
13	Community Bridges, Inc.	Amendment No. 4 to Professional Services Contract No. 091318	\$49,000.00	12-15-20 to 12-14-21	03-17-21	Option to Renew	Amendment No. 2 will serve to extend the contract from 12-15-20 to 12-14-21. Provide services for pre-petition screenings and other behavioral health evaluation and care.
14	JR Holmes Backflow Prevention	Amendment No. 3 to Service Agreement No. 022718	\$1,900.00	03-22-21 to 3-21-22	03-24-21	Option to Renew	Amendment No. 3 will serve to extend the contract from 03-22-21 to 03-21-22. Contractor will provide annual backflow inspections, testing and repairs as needed at Payson facilities.
15	Bow Tie Roofing	Service Agreement No. 031021	\$1,700.00	03-24-21 to 06-30-21	03-24-21	Expires	Install snow stops at Payson Sheriff's Office.
16	SWCA Environmental Consultants	Service Agreement No. 031121	\$5,750.00	03-24-21 to 06-30-21	03-24-21	Expires	Gila County has two projects located on the Tonto National Forest. Prior to work the County is required to provide a cultural resource survey of the projects sites in support of the construction activities. SWCA Environmental Consultants are qualified to perform the work on the Tonto National Forest for Gila County.
17	Sparklight Business	Business Service Agreement	\$20,880.00	07-01-21 to 06-30-24	03-24-21	Option to Renew	Star Valley currently uses a microwave setup to bring connectivity to the County network for all functions. This system has been problematic for a long time and needs replaced to give them a stable, reliable connection.

SERVICE AGREEMENT NO. 012221
BUCKHEAD MESA LANDFILL ABOVE GROUND FUEL TANK INSTALLATION
RECYCLE LANDFILL MANAGEMENT

THIS AGREEMENT, made and entered into this 3rd day of March, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and A&H Contracting Services, Inc., of the City of San Tan Valley, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 012221** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 012221** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 012221**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 – TERM: The Contract commences on the date signed by the County Manager and remains in effect through May 31, 2021.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$8,786.42 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 012221 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


James Menlove, County Manager

Date: 3.3.2021

A&H CONTRACTING SERVICES, INC.


Signature

Catherine A. Hays
Print Name



PO Box 508 Queen Creek, AZ 85142
 Phone (480) 671-1036 Fax (480) 671-1032
 www.AandHContracting.com

February 9, 2021

Gila County Finance
 1400 E. Ash St
 Globe, AZ 85501

REVISED PROPOSAL
IFB 012221
BUCKHORN MESA LANDFILL
ABOVE GROUND FUEL TANK ACCESSORIES & INSTALLATION

A & H Contracting Services, Inc is pleased to provide our proposal on the following scope of work:

Supply labor, materials and equipment for the installation of equipment & piping for Above Ground Fuel Tank. Price includes demo of existing piping and equipment, pressure testing the tank, clean and prep threaded openings, provide and install new remote fill box, overfill prevention (per state fire code) & fill piping, installation of owner supplied 12V pump and dispensing hardware, install new product piping, connect pump to owner provided battery. Price includes fuel system signage, system testing and startup, purging and calibration.

Total for Above \$ 6355.93

Supply one (1) Fill Rite FR4200 Series 12v Transfer Pump and Hanging Hardware	\$ 771.00
Sales Tax	<u>\$ 50.89</u>
	\$ 821.89
Morrison 918 Clock Gauge with Alarm and Interstitial Sensor, alarm is battery operated	\$ 1,509.00
Sales Tax	<u>\$ 99.60</u>
	\$1,608.60

Exclusions & Clarifications:

Concrete pad and crash protection bollards provided by the county
 Owner to provide fuel for testing, startup and operation

Owner provided 12V pump, dispensing hardware and battery
 Existing equipment to be in good working order, any additional equipment required other than stated above will require a change order
 Permitting by other
 All painting by others

Underground Obstructions such as unmarked sewer lines, water lines, electrical lines, natural gas lines or any other service line broken during excavation shall be the customer's responsibility. Any underground obstruction whether natural or man-made, such as septic tanks, large rocks, extremely hard ground or concrete footings which require additional effort to remove or shore to insure safety will be removed at an additional cost to the customer.

Terms & Conditions: Payment in full for the above scope of work will be due in full at completion. MasterCard, Visa and American Express are accepted. Amounts due after 30 days from invoice will be assessed a service charge of 1 ½% per month.

Thank you for providing A & H Contracting the opportunity to provide the above quotation for your project. Please feel free to contact me if you have any questions.

Sincerely,

Authorized Signature _____

Cathy Acton

By: _____

Date _____

Proposal good for 10 days.

SERVICE AGREEMENT NO. 021821

PAYSON BOS TREE REMOVAL

FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 5th day of March, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Armstrong Land Services, Inc., of the City of Payson, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 021821** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 021821** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 021821**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "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.

ARTICLE 14- TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2021.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$4,100.00 for completion of the projects as outlined in the Scope of Services.

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

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


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

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


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

IN WITNESS WHEREOF, Service Agreement No. 021821 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


James Menlove, County Manager
Date: 3.5.2021

ARMSTRONG LAND SERVICES, INC.


Signature
Dana Armstrong
Print Name



AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 011718
*The following amendments are hereby incorporated into the
agreement for the below project*

FIRE ALARM PANELS SYSTEM MONITORING

ADVANCED CONTROLS CORPORATION

Effective March 16, 2018, Gila County and Advanced Controls Corporation entered into a contract whereby Advanced Controls Corporation would provide Fire Alarm Panels System Monitoring for various buildings in Gila County.

Amendment No. 1 to Service Agreement No. 011718, was executed on February 20, 2019 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from March 16, 2019 to March 15, 2020 for a contract amount not to exceed Five Thousand Forty dollars and 00/100's (\$5,040.00). **Additionally, Amendment No. 1** served to remove from the contract the language "ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement."

Amendment No. 2 to Service Agreement No. 011718, was executed on August 11, 2020 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from March 16, 2021 to March 15, 2021 for a contract amount not to exceed Five Thousand Forty dollars and 00/100's (\$5,040.00).

Service Agreement No. 011718 will expire on March 15, 2021. **Per Article 15-Term**, Gila County shall have the right, at its sole option, to renew the contract for three (3) additional (1) year periods.

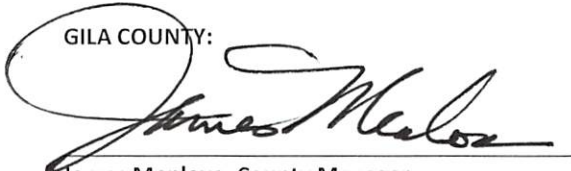
Amendment No. 3 to Service Agreement No. 011718, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from March 16, 2021 to March 15, 2022 for a contract amount not to exceed Five Thousand Forty dollars and 00/100's (\$5,040.00).

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 16, 2021 to March 15, 2022 renewal period.

AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 011718

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 9th day of March, 2021.

GILA COUNTY:


James Menlove, County Manager

Date: 3-9-2021

ADVANCED CONTROLS CORPORATION


Signature

RON MCCARTHY
Print Name



EXECUTIVE SUMMARY FORM

Contract Name: Fire Alarm Monthly Monitoring Contract No.: 011718

Statement of Purpose and Need (3-5 Sentences) Amendment No. 3 will serve to extend the term of the contract from March 16, 2021 to March 15, 2022. Monthly monitoring of Fire Alarm Panels-Systems monitoring; changes, additions or deletions may occur.

Contract End Date: 03-16-21 to 03-15-22

Renewal Option: ☒ Yes
☐ No

Maximum Dollar Limit: \$5,040.00

Contract Information

Firm Name: Advanced Controls Corporation Contact Person: Diane B.

Address: 626 W. Flores Street Phone No: 520-620-6656

City: Tucson State: AZ Fax: 520-620-6676 Email: diane@emcs.us

General Fund, Public Works & Facilities
Fund: Managment

Type of Funds: ☐ Restricted

Fund Code: *See attached Contract Request

☐ Grant
☒ General Fund
☐ Other

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:

Account coding on attached Contract Request affects the following funds: General Fund, Public Works, and Facilities Management.



AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 011718-1

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

FIRE ALARM SYSTEM INSPECTION AND MAINTENANCE

ADVANCED CONTROLS CORPORATION

Effective March 16, 2018, Gila County and Advanced Controls Corporation entered into a contract whereby Advanced Controls Corporation would provide Fire Alarm System Inspection and Maintenance for various buildings in Gila County.

Amendment No. 1 to Service Agreement No. 011718, was executed on March 28, 2019 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from March 16, 2019 to March 15, 2020 for a contract amount not to exceed Twelve Thousand Three Hundred Ninety dollars and 05/100's (\$12,390.05). **Additionally, Amendment No. 1** served to remove from the contract the language **"ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement."

Amendment No. 2 to Service Agreement No. 011718, was executed on March 27, 2020 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from March 16, 2020 to March 15, 2021 for a contract amount not to exceed Twelve Thousand Three Hundred Ninety dollars and 05/100's (\$12,390.05).

Service Agreement No. 011718 will expire on March 15, 2021. **Per Article 15-Term**, Gila County shall have the right, at its sole option, to renew the contract for three (3) additional (1) year periods.

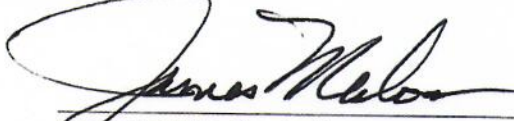
Amendment No. 3 to Service Agreement No. 011718, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from March 16, 2021 to March 15, 2022 for a contract amount not to exceed Twelve Thousand Three Hundred Ninety dollars and 05/100's (\$12,390.05).

AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 011718-1

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 16, 2021 to March 15, 2022 renewal period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 9th day of March, 2021.

GILA COUNTY:


James Menlove, County Manager

ADVANCED CONTROLS CORPORATION


Signature

Date: 3.9.2021

John McCarthy
Print Name



AMENDMENT NO. 1 TO LIMITED SERVICES CONTRACT

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

LIMITED SERVICE CONTRACT PROBATION DEPARTMENT

Effective October 6, 2020, Gila County and Family Transitions entered into a contract whereby Family Transitions agreed to provide the Sex Offender Counseling to the Probation Department in Gila County.

The Probation Department requests the addition of Victim Counseling sessions to the existing Limited Services Contract.

Amendment No. 1 to Limited Service Contract will serve to add the language: Victim Counseling sessions at \$75.00 per session to the contract.

Consequently, the contract is amended to add the language: Victim Counseling sessions at \$75.00 per session to the contract with a contract amount not to exceed Thirty Thousand dollars and 00/100's (\$30,000.00) without prior written approval from the county.

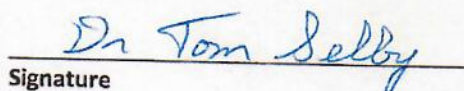
All other terms and conditions of the original agreement shall remain in full force and affect during the term of the contract.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 9th day of March, 2021.

GILA COUNTY:


James Menlove, County Manager

FAMILY TRANSITIONS


Signature

Date:

3.9.2021

Dr Tom Selby
Print Name



AMENDMENT NO. 2 to SERVICE AGREEMENT NO. 032619

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

TONTO CREEK SOUTHWESTERN WILLOW FLYCATCHER AND WESTERN YELLOW-BILLED CUCKOO SURVEYS

PUBLIC WORKS ADMINISTRATION

Effective April 03, 2019, Gila County and Archaeological Consulting Services, Inc. entered into a contract whereby Archaeological Consulting Services, Inc. agreed to provide Tonto Creek Southwestern Willow Flycatcher and Western Yellow-Billed Cuckoo Surveys for Public Works Administration.

AMENDMENT NO. 1 to Service Agreement No. 032619, was executed on May 12, 2020 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from April 03, 2020 to April 02, 2021, for a contract amount not to exceed Twenty-Two Thousand Four Hundred Fifty dollars and 00/100's (\$22,450.00) without prior written approval from the County.

Service Agreement No. 032619 will expire on April 02, 2021. Per Article VII-Payment, Gila County shall have the right, at its sole option, to renew the contract for three (3) additional (1) year periods.

AMENDMENT NO. 2 to Service Agreement No. 032619, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from April 03, 2021 to April 02, 2022, for a contract amount not to exceed Twenty-Two Thousand Four Hundred Fifty dollars and 00/100's (\$22,450.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the April 03, 2021 to April 02, 2022 period.

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 9th day of March, 2021.

GILA COUNTY


James Menlove, County Manager

Date: 3.9.2021

ARCHAEOLOGICAL CONSULTING SERVICES, INC.


Signature

Tracy McArthur
Print Name



AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 111120

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

REPAIR PROJECT #11836

COMMUNITY SERVICES-HOUSING

Effective November 17, 2020, Gila County and Stratton Builders Center entered into a contract whereby Stratton Builders Center agreed to provide Repair Project #11836 for the Community Services-Housing.

The Community Services-Housing Department would like to increase the original contract amount of Nine Thousand Six Hundred Ninety-Five dollars and 00/100's (\$9,695.00) by an additional Two Thousand Six Hundred Twenty dollars and 00/100's (\$2,620.00) due to the need of additional work required for the repair of Project #11836.

Amendment No. 1 to Service Agreement No. 111120 will serve to increase the contract amount by an amount of Two Thousand Six Hundred Twenty dollars and 00/100's (\$2,620.00).

Additionally, Amendment No. 1 will serve to extend the term of the contract to February 22, 2021 due to COVID-19 this time is needed for completion.

Consequently, the contract is amended to increase the contract amount by \$2,620.00 for a new total contract amount of Twelve Thousand Three Hundred Fifteen dollars and 00/100's (\$12,315.00); and extend the term of the contract to March 30, 2021.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the November 17, 2020 to March 30, 2021 period.

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 11th day of March, 2021.

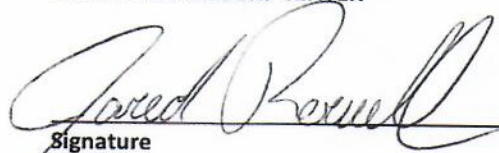
GILA COUNTY


James Menlove, County Manager

Date:

3-11-2021

STRATTON BUILDERS CENTER


Signature

Jared Powell
Print Name

SERVICE AGREEMENT NO. 111120
PAINTING ROOSEVELT SUBSTATION
FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 11th day of March, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Sun Painting Company, of the City of Payson, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 111120** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 111120** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 111120**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused 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

Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

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

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

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

1. Commercial General Liability – Occurrence Form

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

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

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

2. Worker's Compensation and Employers' Liability

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

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

3. Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:
The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 – TERM: The Contract commences on the date signed by the County Manager and remains in effect through June 30, 2021.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a not to exceed \$8,741.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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


IN WITNESS WHEREOF, Service Agreement No. 111120 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


James Menlove, County Manager

Date: 3.11.2021

SUN PAINTING COMPANY


Signature

WILLIAM L. WILSON
Print Name

Sun Painting Company

408 N. Briarwood
 Payson, AZ 85541
 (928) 474-3929
 office@sunptg.com

**Estimate****ADDRESS**

Roosevelt Sheriff's
 Substation
 28449 N. Hwy. 188
 Roosevelt, Az. 85545
 USA

SHIP TO

Roosevelt Sheriff's
 Substation
 28449 N. Hwy. 188
 Roosevelt, Az. 85545
 USA

ESTIMATE # 1431**DATE 03/05/2021**

ACTIVITY	QTY	RATE	AMOUNT
Exterior Painting Revised 3/5/21 We hereby propose to furnish all labor, materials and equipment needed to prep and paint the exterior walls, windows doors, pull doors, down spouts, Bollards, awnings and posts. Prep includes power washing all surfaces, filling cracks and nail holes as needed, properly cover windows, doors, concrete and any other surfaces not to be painted. We will pull the gravel away from the walls so we can paint a little lower. We will mechanical prep and prime the canopy, metal trim and down spouts. Paint includes one coat of primer as needed and two coats of paint. We require 25 percent of the total price at the start of the job and the remaining balance upon completion of all work stated above Warranty We agree to repair or replace our work together with any adjacent work which is displaced or damaged by so doing, that proved defective in workmanship,	1	8,741.00	8,741.00

ACTIVITY

QTY

RATE

AMOUNT

materials, or operation within a period of 1 year from the date of final acceptance of the project by the owner, ordinary wear and tear and unusual abuse or neglect excepted.

*Upon acceptance of this proposal, copies of our General Liability, Auto and Worker's Compensation Insurance certificates will be provided to you direct from our carriers.

Duel Residential and Commercial
License No. ROC.084038 CR-34

TOTAL

\$8,741.00

Accepted By

Accepted Date



EXECUTIVE SUMMARY FORM

Contract Name: Painting Roosevelt Substation Contract No.: 030821

Statement of Purpose and Need (3-5 Sentences)
Roosevelt Sheriff's Office Substation needs to be re-painted.

Contract End Date: 06-30-21

Renewal Option: ☒ Yes
☐ No

Maximum Dollar Limit: \$8,741.00

Contract Information

Firm Name: Sun Painting Company Contact Person: Brett

Address: 408 N Briarwood Phone No: 928-474-3929

City: Payson State: AZ 85541 Fax: _____ Email: office@sunptg.com

Fund: General Fund/Sheriff/Patrol/Non-Specified/Repair and maintenance supplies Painting

Type of Funds: ☐ Restricted

Fund Code: 1005.300.340.000.4130.20

☐ Grant

☐ General Fund

☒ Other

Special Notes:



AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 030718-1

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

BACKFLOW TESTING AND REPAIR-SOUTHERN GILA COUNTY

FACILITIES MANAGEMENT

Effective April 20, 2018, Gila County and Earthquest Plumbing, Inc. entered into a contract whereby Earthquest Plumbing, Inc. would provide Backflow Inspection and Repairs for Southern Gila County.

AMENDMENT NO. 1 to Service Agreement No. 030718-1, was executed to allow for Gila County to exercise the option to renew the term of the Agreement for a one-year period, from April 20, 2019 to April 19, 2020, for a contract amount not to exceed Five Thousand dollars and 00/100's (\$5,000.00) without prior written approval from the County. **Additionally, Amendment No. 1** served to remove from the contract the language **"ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement."

AMENDMENT NO. 2 to Service Agreement No. 030718-1, was executed on April 29, 2020 to allow for Gila County to exercise the option to renew the term of the Agreement for a one-year period, from April 20, 2020 to April 19, 2021, for a contract amount not to exceed Five Thousand dollars and 00/100's (\$5,000.00) without prior written approval from the County.

Service Agreement No. 030718-1 will expire on April 20, 2021. **Per Article 14-Term**, Gila County shall have the right, at its sole option, to renew the contract for two additional one-year periods.


AMENDMENT NO. 3 to Service Agreement No. 030718-1, will allow for Gila County to exercise the option to renew the term of the Agreement for a one-year period, from April 20, 2021 to April 19, 2022, for a contract amount not to exceed Five Thousand dollars and 00/100's (\$5,000.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the April 20, 2021 to April 19, 2022 renewal period.

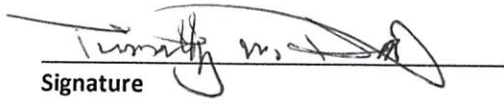
AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 030718-1

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 9th day of March, 2021.

GILA COUNTY:


James Menlove, County Manager

EARTHQUEST PLUMBING, INC.


Signature

Date:

3-9-2021

Timothy W. Haas
Print Name



EXECUTIVE SUMMARY FORM

Contract Name: Backflow Testing and Repair-Southern Gila County Contract No.: 030718-1

Statement of Purpose and Need (3-5 Sentences) Amendment No. 3 will serve to extend the term of the contract from 04-20-21 to 04-19-22. Contractor will provide annual backflow inspections, testing and repairs as needed at various facilities in Globe, AZ and repair/replace material as needed per approval.

Contract End Date: 04-20-21 to 04-19-22

Renewal Option: ☒ Yes

☐ No

Maximum Dollar Limit: \$5,000.00

Contract Information

Firm Name: Earthquest Plumbing, Inc. Contact Person: Tim Haas

Address: P.O. Box 539 Phone No: 928-425-2111

City: Globe State: AZ Fax: _____ Email: Earthquest07@gmail.com

Facilities/PW/Buildings/Land/Non-Fund: Specified/Repair and Maint. supplies Plumbing

Type of Funds: ☐ Restricted
☐ Grant
☐ General Fund

Fund Code: 6880.341.102.000.4130.40

☐ Other

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes:

CONTRACT AGREEMENT FORM

Contract Name: Janitorial Northern Region Contract No.: State of Arizona Contract No. CTR050894

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize Jani Serv, Inc. for Janitorial in the Northern Region of Gila County. All Documents executed by the State of Arizona on Contract No. CTR050894, apply to this procurement between Gila County and JaniServ, Inc.

Contract End Date: 06-30-21

Renewal Option: ☒ Yes
☐ No

Maximum Dollar Limit: \$19,478.80

Contract Information

Firm Name: Jani Serv Contact Person: Bill Twilley

Address: 109 W. University Dr., Suite 2 Phone No: 602-628-0874

City: Mesa State: AZ 85201 Fax: _____ Email: _____

Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative – Procure AZ, for cooperative purchasing. By using the State contract with Jani Serv, Inc., it will save the county in both time and money for a rate that has already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. CTR050894, for Statewide approved this 14 day of MARCH, 2021.

GILA COUNTY MANAGER


James Menlove



EXECUTIVE SUMMARY

Contract Name: Janitorial Northern Region Contract No.: State of Arizona Contract No. CTR050894

Statement of Purpose and Need (3-5 Sentences) Gila County wishes to utilize Jani Serv, Inc. for Janitorial in the Northern Region of Gila County. All Documents executed by the State of Arizona on Contract No. CTR050894, apply to this procurement between Gila County and JaniServ, Inc.

Contract End Date: 06-30-21

Renewal Option: ☒ Yes
☐ No

Maximum Dollar Limit: \$19,478.80

Contract Information

Firm Name: Jani Serv Contact Person: Bill Twilley

Address: 109 W. University Dr., Suite 2 Phone No: 602-628-0874

City: Mesa State: AZ 85201 Fax: _____ Email: _____

Fund: Public Works/Facilities
Management/Buildings/Land/Non-
specified/Other services and charges Janitorial
services

Type of Funds: ☐ Restricted

Fund Code: 6880.341.102.000.4200.20

☐ Grant
☐ General Fund
☒ Other

Special Notes:

Building Address	Square Footage	Floors	Restrooms	Mop Closets	Storage Closets	Per Annum Sq Ft Fee
Payson Courthouse 714 S Beeline Hwy Payson AZ 85541	13,983	1st 2nd	5 2	0 0	1 0	\$ 1.979
Health Department 110 W Main St Payson, AZ 85541	1000	1	3	1	0	\$ 1.979
Community Services 516 E Beeline Hwy Payson, AZ 85541	2880	1	2	0	0	\$ 1.979
Assessor/Recorder 201 W Frontier Stret Payson, AZ 85541	1896	1	1	0	0	\$ 1.979
Sheriff's Office & Court 108 W Main St Payson, AZ 85541	7340	1	5	0	1	\$ 1.979
Administration Building 608 & 610 E Highway 260 Payson, AZ 85541	6500	1	5	1	1	\$ 1.979
Probation/Teen Center 112 W Cedar Lane Payson, AZ 85541	5772	1	2	1	0	\$ 1.979



AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT NO. 031218

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

PROFESSIONAL SERVICES CONTRACT 031218 HEARING OFFICER INDEPENDENT CONTRACTOR

DONALD VOAKES

Effective April 10, 2018, Gila County and Donald Voakes entered into a contract whereby Donald Voakes agreed to provide Hearing Officer Independent Consultation Services.

Professional Services Contract No. 031218 expires on April 10, 2019. Per Article 9-Term, Gila County shall have the right, at its sole option, to renew the contract for two additional one-year periods.

Amendment No. 1 to Professional Services Contract No. 031218, was executed on April 03, 2019 to allow for Gila County to exercise the option to renew the term of the Contract for a one-year term, from April 10, 2019 to April 9, 2020. **Additionally, Amendment No. 1** served to remove from the contract the language **"ISRAEL BOYCOTT CERTIFICATION:** Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement."

Amendment No. 2 to Professional Services Contract No. 031218, was executed on July 20, 2020 to allow for Gila County to exercise the option to renew the term of the Contract for a one-year term, from April 10, 2020 to April 9, 2021.

Professional Services Contract No. 031218 expires on April 10, 2021. Per Article 9-Term, Gila County shall have the right, at its sole option, to renew the contract for two additional one-year periods.

Amendment No. 3 to Professional Services Contract No. 031218, will allow for Gila County to exercise the option to renew the term of the Contract for a one-year term, from April 10, 2021 to April 9, 2022.

The Consultant will continue to bill for services pursuant to Article 10 – Payment, of the original contract, but in no event shall charges for the April 10, 2020 to April 9, 2022 exceed \$3,500.00 without prior written agreement of the County.

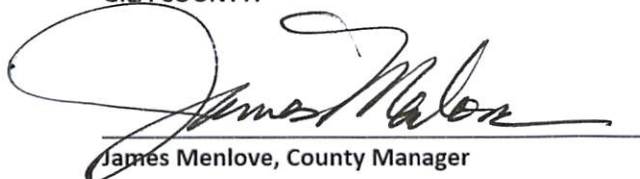
All other terms and conditions of the original contract shall remain in full force and affect during the April 10, 2021 to April 9, 2022 renewal period.

Amendment No. 3/Contract 031218/Hearing Officer Independent Contractor/Donald Voakes

AMENDMENT NO. 3 TO PROFESSIONAL SERVICES CONTRACT NO. 031218

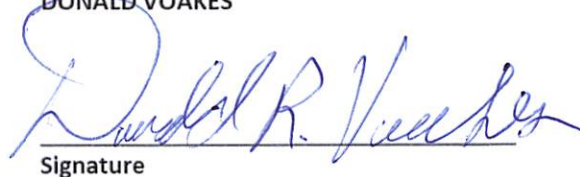
IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include signatures and for all purposes be deemed an original thereof, have been duly executed by the hereinabove named, on this 16th day of March, 2021.

GILA COUNTY:


James Menlove, County Manager

Date: 3.16.2021

DONALD VOAKES


Signature

DONALD R. VOAKES
Print Name



AMENDMENT NO. 4

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

PROFESSIONAL SERVICES CONTRACT NO. 091318 PRE-PETITION SCREENING AND COURT ORDERED EVALUATION SERVICES

COMMUNITY BRIDGES, INC.

Effective December 15, 2018 Gila County and Community Bridges, Inc. entered into a contract whereby Community Bridges, Inc. agreed to provide Pre-Petition Screening and Court Ordered Evaluation Services.

Amendment No. 1 to Service Agreement was executed on January 30, 2019 to remove from the contract the language **"ISRAEL BOYCOTT CERTIFICATION.**

Amendment No. 2 to Professional Services Contract No. 091318 was executed on September 10, 2019 to increase the original contract amount of Five Thousand dollars and 00/100's (\$5,000.00) by an additional Forty-Four Thousand dollars and 00/100's (\$44,000.00) due to the increase in the number of appointment's to Community Bridges, Inc.

AMENDMENT NO. 3 to Professional Services Contract No. 091318, was executed on December 19, 2019 to allow for Gila County to exercise the option to renew the term of the Agreement for a one-year term, from December 15, 2019 to December 14, 2020, for a contract amount not to exceed Forty-Nine Thousand dollars and 00/100's (\$49,000.00) without prior written approval from the County.

Professional Services Contract No. 091318 will expire on December 14, 2020. **Per Article 11-Term**, Gila County shall have the right, at its sole option, to renew the contract for three additional one-year periods.

AMENDMENT NO. 4 to Professional Services Contract No. 091318, will allow for Gila County to exercise the option to renew the term of the Agreement for a one-year term, from December 15, 2020 to December 14, 2021, for a contract amount not to exceed Forty-Nine Thousand dollars and 00/100's (\$49,000.00) without prior written approval from the County.

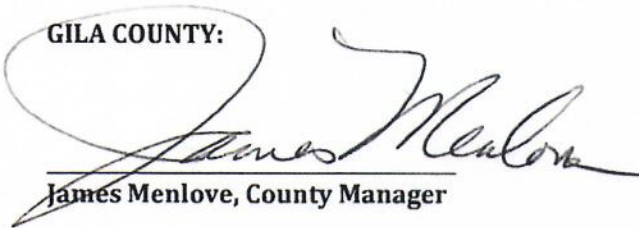
The contractor will continue to bill for services pursuant to Attachment "A" of the original Service Agreement.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the December 15, 2020 to December 14, 2021 period.


AMENDMENT NO. 4 to SERVICE AGREEMENT NO. 091318

IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 17th day of March, 2021.

GILA COUNTY:


James Menlove, County Manager

COMMUNITY BRIDGES, INC.:


Signature

Date: 3.17.2021

John Hogeboom
Print Name



AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 022718

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

BACKFLOW INSPECTION AND REPAIRS PAYSON FACILITIES

FACILITIES MANAGEMENT

Effective March 22, 2018, Gila County and JR Holmes Backflow Prevention entered into a contract whereby JR Holmes Backflow Prevention would provide Backflow Inspection and Repairs for Payson Facilities.

AMENDMENT NO. 1 to Service Agreement No. 022718, was executed on August 23, 2019 to allow for Gila County to exercise the option to renew the term of the Agreement for a one-year term, from March 22, 2019 to March 21, 2020, for a contract amount not to exceed One Thousand Nine Hundred dollars and 00/100's (\$1,900.00) without prior written approval from the County. **Additionally, Amendment No. 1** served to remove from the contract the language "ISRAEL BOYCOTT CERTIFICATION: Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this agreement, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this agreement."

AMENDMENT NO. 2 to Service Agreement No. 022718, was executed on September 21, 2020 to allow for Gila County to exercise the option to renew the term of the Agreement for a one-year term, from March 22, 2020 to March 21, 2021, for a contract amount not to exceed One Thousand Nine Hundred dollars and 00/100's (\$1,900.00) without prior written approval from the County.

Service Agreement No. 022718 will expire on March 22, 2021 **Per Article 14-Term**, Gila County shall have the right, at its sole option, to renew the contract for two additional one-year periods.


AMENDMENT NO. 3 to Service Agreement No. 022718, will allow for Gila County to exercise the option to renew the term of the Agreement for a one-year term, from March 22, 2021 to March 21, 2022, for a contract amount not to exceed One Thousand Nine Hundred dollars and 00/100's (\$1,900.00) without prior written approval from the County.

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the March 22, 2021 to March 21, 2022 renewal period.

AMENDMENT NO. 3 to SERVICE AGREEMENT NO. 022718

IN WITNESS WHEREOF, two (2) identical copies of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 24th day of March, 2021.

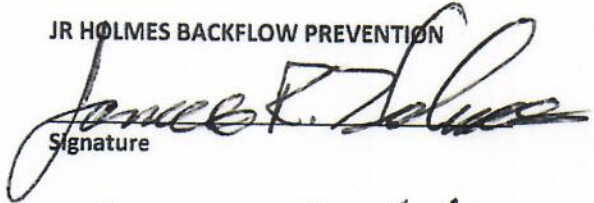
GILA COUNTY:


James Menlove, County Manager

Date:

3.24.2021

JR HOLMES BACKFLOW PREVENTION


Signature

JAMES R. HOLMES
Print Name



EXECUTIVE SUMMARY FORM

Contract Name: Snow Stops-Payson Sheriff's Office Contract No.: 031021

Statement of Purpose and Need (3-5 Sentences) Install snow stops at Payson Sheriff's Office.

Contract End Date: 06-30-21

Renewal Option: ☐ Yes
☒ No

Maximum Dollar Limit: \$1,700.00

Contract Information

Firm Name: Bow Tie Roofing Contact Person: Dave

Address: 4421 N Hwy 87 Phone No: 602-904-0062

City: Pine State: AZ 85544 Fax: _____ Email: bowtieroofing@live.com

Fund: Facilities/Public Works/Buildings/Land/Non-
specified/Repair and Maintenance supplies
Buildings and grounds

Fund Code: 6880.341.102.000.4130.10

Type of Funds: ☐ Restricted
☐ Grant
☐ General Fund
☒ Other

Special Notes:

SERVICE AGREEMENT NO. 031021
SNOW STOP-PAYSON SHERIFF'S OFFICE

FACILITIES MANAGEMENT

THIS AGREEMENT, made and entered into this 24th day of March, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Bow Tie Roofing, of the City of Pine, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement 031021** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement 031021** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement 031021**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

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

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

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall

precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the County before work commences.*** Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Gila County Procurement Department, 1400 E. Ash St., Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

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

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

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

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

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

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

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

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

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

ARTICLE 14- TERM: The Contract commences on the date it is signed by the County Manager and remains in effect through June 30, 2021.

ARTICLE 15 - PAYMENT/BILLING: Contractor shall be paid an amount not to exceed \$1,700.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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


IN WITNESS WHEREOF, Service Agreement No. 031021 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY


James Menlove, County Manager

Date: 3.24.2021

BOW TIE ROOFING


Signature

David Hofano
Print Name

Commercial &
Residential

Licensed
Bonded
Insured



License # - ROC 282668

Mailing PO Box 1866
4421 N. HWY 87
Pine, AZ 85544
Dave (602) 904-0062

Fax (928) 476-4486

bowtieroofing@live.com

Budget Proposal

Project : Mark Warden
Location : Payson Sheriff Office
Lead gen. by: Dave
Prepared by : Dave

Bid Date: 3/9/2021
Phone: 928-200-1639
Email: mwarden@gila-countyaz.gov
Install Dates: open

SCOPE OF WORK

Install 170' of snow guard to match as close as possible.

Total Cost: **\$1,700.00**

Payment Terms:

- Balance upon completion

This estimate will be bound into contract with both Party's signatures.

Agreed to by:

(Owner or authorized representative thereof)

Agreed to by:

Bowtie Roofing

SERVICE AGREEMENT NO. 031121

CLASS III CULTURAL RESOURCES INVENTORY FOR BEAVER VALLEY AND PARK ROAD

PUBLIC WORKS

THIS AGREEMENT, made and entered into this 24th day of March, 2021, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and SWCA Environmental Consultants, of the City of Tucson, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 031121** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 031121** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 031121**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

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

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

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

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

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

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

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

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

- | | |
|---|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Each Occurrence | \$1,000,000 |
- a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

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

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

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

3. **Automobile Liability**

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

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

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

4. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

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

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

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

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

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

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

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

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

ARTICLE 14 – TERM: The Contract commences on the date signed by the County Manager and remains in effect through June 30, 2021.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a flat fee of \$5,750.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

IN WITNESS WHEREOF, Service Agreement No. 031124 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



James Menlove, County Manager

Date:

3.24.2021

SWCA ENVIRONMENTAL CONSULTANTS



Signature

Stephen Jerome Hesse

Print Name

**Business Service Agreement**

Date: 3/2/2021 2:36 PM

OFFICE:	PRESCOTT, AZ	ACCOUNT EXECUTIVE:	Rudy Gutierrez
COMPANY NAME:	Cable One, Inc. d/b/a Sparklight ("Sparklight Business")	TELEPHONE:	(928) 443-3365
STREET ADDRESS:	3173 Clearwater Dr	FAX:	(928) 443-3304
CITY/STATE/ZIP	Prescott AZ 86305	EMAIL:	rudy.gutierrez@sparklight.biz

CUSTOMER COMPANY NAME	Gila County	AUTHORIZED CUSTOMER CONTACT:	Kelly Riggs
STREET ADDRESS:	610 E Highway 260	TELEPHONE:	928-200-1349
CITY/STATE/ZIP	Payson, AZ, 85541	EMAIL:	kriggs@gilacountyaz.gov

CONTRACT TOTALS

TOTAL MRC	INSTALLATION CHARGES	TOTAL NON-RECURRING CHARGES	BUILD FINANCING	RECURRING (FINANCED)
\$580.00	\$0.00	\$0.00	N	

Term Length: 36

LOCATION(S) OF SERVICE AS PART OF THIS AGREEMENT

SITE NAME	ADDRESS	SERVICE MRC
Star Valley Maintenance Yard	5320 E Highway 260 Payson, AZ 85541	\$580.00

DIA DETAILS

Site Name	Quantity	Product Name	Bandwidth	Price
Star Valley Maintenance Yard	1	Dedicated Internet Access - Retail	100	\$580.00
Star Valley Maintenance Yard	1	/29 - 5 IP	100	\$0.00

SPECIAL CONDITIONS

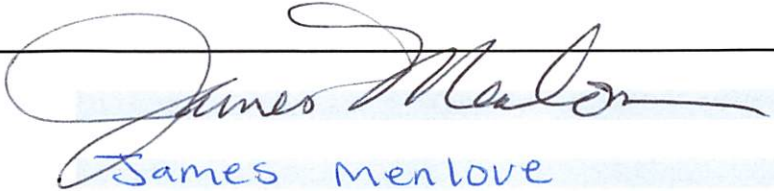
Customer acknowledges that Sparklight Business will incur significant construction costs processing this service order. Customer agrees to reimburse Sparklight Business for all of its construction costs if Customer terminates service before the end of the contract term. If Customer cancels the contract before the construction has been completed and service initiated, Customer will reimburse Sparklight Business for its construction costs, which are estimated at \$3,773.02, incurred up to the date of cancellation.

AGREEMENT

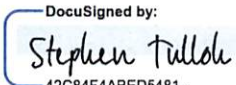
THE SERVICE CHARGES TOTAL \$580.00 PER MONTH. THESE FEES AND CHARGES ARE SUBJECT TO ADDITIONAL APPLICABLE LOCAL, STATE AND FEDERAL TAXES AND SERVICE FEES.

By signing below, I acknowledge that I have read, understand, and agree to be bound by and comply with the above service information and charges, and the attached terms and conditions and service-specific agreements. I warrant that I am the Customer or have the authority to represent and bind the Customer. If I provide an email address, a copy of this document and the relevant service-specific agreements will be emailed to me for my records. I understand that I have the right to receive paper copies of this and any other agreements applicable to the Service(s) I have ordered by calling my local Sparklight Business office, and I consent to the use of electronic documents and signature. I acknowledge that I may cancel this agreement without an early termination penalty within thirty (30) days.

CUSTOMER SIGNATURE SECTION

CUSTOMER AUTHORIZED SIGNATURE	
PRINTED NAME	James Menlove
TITLE	County Manager
EFFECTIVE DATE	3-24-2021

SPARKLIGHT BUSINESS SIGNATURE SECTION

SPARKLIGHT AUTHORIZED SIGNATURE	
PRINTED NAME	Stephen Tulloh
TITLE	Sr Director Sales, Business Services
EFFECTIVE DATE	3/17/2021

SPARKLIGHT BUSINESS FIBER SERVICES AGREEMENT

This Fiber Services Agreement ("Agreement") is made on 3/2/2021 2:36 PM by and between Cable ONE, Inc. ("Sparklight") located at 210 East Earl Drive, Phoenix, AZ 85012 and Gila County ("Subscriber"), located at 610 E Highway 260, Payson, AZ, 85541.

THE PARTIES AGREE AS FOLLOWS:

SECTION 1: DATA SERVICES

During the term of this Agreement, Sparklight shall provide fiber optic Ethernet Private Line service ("Data Service") to the locations set forth in the Fiber Services Agreement and fully described therein. In addition to the Data Services, Subscriber may choose to purchase optional Managed Service as further described in Section 2. Subscriber warrants that it has accurately indicated to Sparklight whether the Data Service traffic will be used for more than 10% interstate traffic in which case Federal USF will apply or 10% or less in which case State USF may apply. Subscriber agrees that this service is in addition to any existing services subscribed to by Subscriber. Any existing services will not be disconnected as a result of this Agreement. It is Subscriber's sole responsibility to disconnect any existing services. Sparklight will continue to bill Subscriber for any existing services until disconnected by Subscriber.

SECTION 2: MANAGED SERVICE

Subscriber may, at its option purchase Sparklight's Managed Service to run for a term consecutive with Subscriber's Data Services, including Managed Router Service or Managed Security Service. Managed Router Service provides a router/security appliance installed at the Subscriber's site delivering common network security functions including firewall, Secure VPN, and SD-WAN. Managed Security Service includes the features of Managed Router Service, plus content filtering and intruder prevention and detection, monitoring external internet threats at designated access points to the Subscriber's computer network using the firewall appliance placed at Subscriber's premises, managed by Sparklight. Sparklight will configure each router/security appliance to subscriber's firewall policy, to operate in accordance with that firewall policy and the manufacturer's specifications for the particular router/security appliance. SPARKLIGHT will implement changes to Subscriber's firewall policy within four business hours of receiving Subscriber's request.

In addition to other limitations of liability included herein, the following limitation of liability applies to the Managed Service product(s) identified in this Section 2:

SPARKLIGHT'S MANAGED SERVICE AND EQUIPMENT PROVIDED THEREWITH DOES NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. SPARKLIGHT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE MANAGED SERVICE OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. ACCORDINGLY, SPARKLIGHT DOES NOT UNDERTAKE ANY RISK THAT SUBSCRIBER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH SUBSCRIBER, NOT SPARKLIGHT. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY SUBSCRIBER. SPARKLIGHT SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE MANAGED SERVICE IS INTENDED TO DETECT OR AVERT. SUBSCRIBER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO SPARKLIGHT TO PAY SUBSCRIBER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY. SUBSCRIBER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM SPARKLIGHT ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF SUBSCRIBER OR ANOTHER PERSON.

SECTION 3: FEES

In consideration of the equipment and services provided to Subscriber for the Term of the Agreement and as described below, Subscriber shall pay the following fees and charges to Sparklight Business in the manner set forth herein. These fees and charges are subject to additional applicable local, state and federal taxes and service fees as required or authorized by law. Recurring monthly charges shall be payable in advance of each month of service during the term hereof. Monthly charges will commence on the date of circuit hand-off by Sparklight and shall remain in effect until term specified in Section 4: Term. Installation and construction charges are due 20 days after execution of this Agreement. Any payment not made when due will be subject to a late fee. Questions regarding a bill must be provided to Sparklight within 60 days of receipt of the billing statement in question. Failure to notify Sparklight of a dispute shall constitute acceptance of the bill. Undisputed portions of the billing statement must be paid before next billing statement is issued to avoid an administrative fee for late payment.

SECTION 4: TERM

This Agreement shall remain in effect for a term of 36 months commencing on the date that Sparklight completes the installation of the Data Service and Managed Service as applicable, and shall be automatically renewed on a month to month basis unless written notice of intent not to renew is provided by either party no later than 30 days prior to the end of the initial 36 month term or any automatic monthly renewal term. For the sake of clarity, this section is only addressing terminations effective at the end of a term. Notice must be given to the other party at the address shown herein (or such other address as is subsequently provided in writing).

SECTION 5: ENGINEERING REVIEW

Activation of Data Service and Managed Service as applicable is subject to Sparklight Business's engineering review for distribution availability by existing cable plant as well as review of other external factors and may require additional fees. In the event Sparklight Business determines that Data Service is not available to the Premises of Subscriber, this Agreement shall be void, and Subscriber shall be entitled to a refund of all prepaid charges in accordance with Sparklight Business's refund policies.

SECTION 6: INSTALLATION & MAINTENANCE OF SPARKLIGHT EQUIPMENT

Subscriber hereby grants to Sparklight Business (subject to any necessary governmental or third party approvals) the right to install all necessary equipment for receiving Data Service and Managed Service as applicable. Subscriber, at no cost to Sparklight Business, shall secure throughout the term of Service any easements, leased or other agreements necessary to allow Sparklight Business to use existing pathways into and in each Building. Sparklight Business-owned equipment provided to Subscriber hereunder shall be maintained by Sparklight Business in good operating condition. Such maintenance obligation is contingent upon Subscriber notifying Sparklight Business, in a timely manner, when repair or maintenance is necessary. Except for Sparklight Business's maintenance obligations as set forth herein, Subscriber shall indemnify Sparklight Business and hold it harmless from and against any and all losses, claims and expenses relating to the equipment provided hereunder to Subscriber, including without limitation, losses caused by accident, fire, theft or misuse of equipment.

Subscriber shall provide Sparklight Business with reasonable access to the Premises during normal hours for purposes of performing required maintenance. Sparklight Business shall retain ownership of all equipment provided hereunder, including all data transmission equipment, router/security appliances for Managed Service, drop and fiber optic material required to provide Service to the business. Subscriber shall not, directly or indirectly, sell, mortgage, pledge, or otherwise dispose or encumber any Sparklight Business-owned equipment provided to Subscriber, nor shall it change the location of, tamper with, damage, mishandle or alter in any manner such equipment. Subscriber also shall not relocate Sparklight Business-owned equipment within its Premises. In addition, if Subscriber decides to move Premises, Subscriber shall notify Sparklight Business of its move. Sparklight Business will relocate the Sparklight Business-owned equipment for Subscriber within Subscriber's Premises or, in accordance with Section 5, to other Premises; Subscriber acknowledges that it may incur additional charges for such relocation. Subscriber shall, upon the expiration or earlier termination of this Agreement, promptly return to Sparklight Business all of such equipment in good condition (or pay the full replacement value therefore). If services are no longer provided to the Subscriber's Premises, Subscriber shall provide Sparklight Business with reasonable access to such Premises for purpose of removing any Sparklight Business-owned equipment. Sparklight Business shall have no obligation to install, operate or maintain subscriber provided facilities or equipment.

SECTION 7: USE OF DATA SERVICE AND EQUIPMENT

Subscriber's use of the Data Service and Managed Service as applicable and equipment is subject to adherence to Sparklight's acceptable use policy where applicable. Subscriber shall not use the Data Service or equipment to directly or indirectly:

- (a) invade another person's privacy, unlawfully use, possess, post, transmit or disseminate obscene, profane or pornographic material; post, transmit, distribute or disseminate content that is unlawful, threatening, abusive, libelous, slanderous, defamatory, materially false, inaccurate or misleading or otherwise offensive or objectionable; unlawfully promote or incite hatred; or post, transmit or disseminate objectionable information, including, without limitation, any information constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any municipal, provincial, federal or international law, order, rule, regulation for policy or any network accessed using the Service;
- (b) access any computer, software, data, or any confidential, copyright protected or patent protected material of any other person or entity, without the knowledge and consent of such person or entity, nor use any tools designed to facilitate such access;

(c)

collect a listing or directory of Sparklight Business subscribers, or if any such directory is made available, use, copy or provide to any person or entity (whether or not for a fee) such directory or any portion thereof;

(d)

upload, post, publish, deface, modify, transmit, reproduce, or distribute in any way, information, software or other material obtained through Sparklight Business that is protected by copyright, or other proprietary right, or related derivative works, without obtaining permission of the copyright owner or right holder; or otherwise violate the rights of any person or entity, including the misuse, misappropriation or other violation of any intellectual property of any person or entity;

(e)

alter, modify or tamper with the equipment or any feature of the Data Service and Managed Service as applicable, including, without limitation, attempt to disassemble, decompile, create derivative works of, reverse engineer, modify, sublicense, distribute or use the equipment for any purpose other than as expressly permitted;

(f)

restrict, inhibit or otherwise interfere with the ability of any other person to use or enjoy the Data Service or the Internet generally or create an unusually large burden on Sparklight Business's network, including, without limitation: posting or transmitting any information or software that contains a virus, lock, key, bomb, worm, Trojan horse or other harmful or debilitating feature, distributing mass or unsolicited messages, chain letters, surveys, advertising, promotional materials or commercial solicitations (i.e., spam) or mass chat room or bulletin board posts, or otherwise generating levels of traffic sufficient to impede others' ability to send or retrieve information;

(g)

interfere with computer networking, cable or telecommunications services to or from any Internet user, host or network, including but not limited to denial of service attacks, overloading a service, improper seizure and abuse of operator privileges ("hacking") or attempting to "crash" a host;

(h)

falsely assume the identity of any other individual or entity, including, without limitation an employee or agent of Sparklight Business, for any purpose, including, without limitation, accessing or attempting to access any account for which Subscriber is not an authorized user; or

(i)

resell or share any portion of this Data Service and Managed Service as applicable to a third party.

In addition to our termination rights set out elsewhere in this Agreement and otherwise available at law, Sparklight Business may suspend service or terminate this Agreement if Subscriber engages in one or more of the above prohibited activities. Additionally, Sparklight Business reserves the right to charge Subscriber for any direct or indirect costs incurred by Sparklight Business or its affiliates in connection with Subscriber's breach of any provision of this Agreement, including costs incurred to enforce Subscriber's compliance with it.

SECTION 8: CONTENT ACCESSED AND PURCHASES MADE THROUGH SPARKLIGHT

Subscriber acknowledges and agrees that there is some content accessible through the Data Service and the Internet that may be offensive, or that may not be in compliance with applicable law. For example, it is possible to obtain access to content that is pornographic, obscene, or otherwise inappropriate or offensive, particularly for children. Sparklight Business does not assume any responsibility for or exercise any control over the content accessible through the Data Service. Subscriber accesses and uses all content obtained through the Data Service and Managed Service as applicable at Subscriber's own risk, and Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to Subscriber's access to or use of such content. In addition, Sparklight Business shall not be responsible for any of Subscriber's purchases or charges on the Internet.

SECTION 9: COPYRIGHT MATERIALS

Subscriber shall hold Sparklight Business harmless for any improper use of copyrighted materials accessed through Sparklight Business's Data Service. Sparklight Business bears no responsibility for, and Subscriber agrees to assume all risks regarding, the alteration, falsification, misrepresentation, reproduction, or distribution of copyrighted materials without the proper permission

of the copyright owner. If Sparklight Business receives notice under the Digital Millennium Copyright Act, 17 U.S.C. § 512, that Subscriber has allegedly infringed the intellectual property rights of a third party, Sparklight Business retains the right to take down or disable access to the allegedly infringing material. It is Sparklight Business's policy, in appropriate circumstances, to terminate the accounts of subscribers who repeatedly infringe the intellectual property rights of third parties. Sparklight Business also will take such other action as appropriate under the circumstances to preserve our rights.

SECTION 10: SUBSCRIBER'S RESPONSIBILITY FOR SECURITY

Sparklight Business uses resources that are shared with many other subscribers. Moreover, Sparklight Business provides access to the Internet, a public network, which is used by millions of other users. Information (personal and otherwise) transmitted over such public network necessarily may be subject to interception, eavesdropping or misappropriation by unauthorized parties. Subscriber shall be solely responsible for taking the necessary precautions to protect itself and its equipment, files and data against any risks inherent in the use of this shared resource. Sparklight Business will not be liable for any claims, losses, actions, damages, suits or proceedings resulting from, arising out of or otherwise relating to Subscriber's failure to take appropriate security measures.

SECTION 11: RIGHT TO MONITOR AND DISCLOSE CONTENT

Sparklight Business has no obligation to monitor content provided through the Data Service and Managed Service as applicable. However, Subscriber agrees that Sparklight Business has the right to monitor content electronically from time to time and to disclose any information as necessary to: (a) conform to the edicts of the law or comply with legal process served on Sparklight Business, (b) protect and defend the rights or property of Sparklight Business, its Data Service or the users of the Data Service, whether or not required to do so by law, or (c) protect the personal safety of users of Sparklight Business's Data Service or the public. We reserve the right to either refuse to post or to remove any information or materials, in whole or in part, that we decide are unacceptable, undesirable, or in violation of this Agreement.

SECTION 12: SUBSCRIBER PASSWORDS

Subscriber is responsible for all use of Subscriber's account(s) and for maintaining the confidentiality of passwords. Subscriber shall immediately notify Sparklight Business about: (i) any loss or theft of Subscriber's password, or (ii) any unauthorized use of Subscriber's password or of the Service. If any unauthorized person obtains access to the Service as a result of any act or omission by Subscriber, Subscriber shall use best efforts to ascertain the source and manner of the unauthorized acquisition. Subscriber shall additionally cooperate and assist in any investigation relating to any such unauthorized access.

SECTION 13: SUBSCRIBER PRIVACY

Sparklight Business is committed to protecting the privacy of Subscriber's personal information. Sparklight Business's privacy policy regarding the collection, use and disclosure of personal information is posted on Sparklight Business's website (www.cableone.net). Subscriber acknowledges that he or she has read and accepted the terms and conditions of such statement.

SECTION 14: ASSIGNMENT

Subscriber shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Sparklight Business, which consent shall not be unreasonably withheld. Any assignment of this Agreement by Subscriber without Sparklight Business's written consent shall be void and shall, at the Sparklight Business's option, constitute a breach hereof by Subscriber. In the event Subscriber is a business entity and ceases to do business at the Premises, Subscriber shall return to Sparklight Business all Sparklight Business-owned equipment installed at the Premises; such cessation shall not, however, reduce Subscriber's payment obligations hereunder unless Sparklight Business otherwise agrees in writing. This Agreement shall be fully assignable by Sparklight Business. Subject to the foregoing, this Agreement shall be binding upon and shall insure to benefit of the parties and their respective successors, representatives and assigns.

SECTION 15: TERMINATION BY SPARKLIGHT BUSINESS

If Subscriber fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Sparklight Business, or if Subscriber becomes insolvent or bankrupt, Sparklight Business, in addition to all other rights it may have under law or this Agreement, shall have the right (i) to declare all amounts to be paid by Subscriber during the remaining term hereof immediately due and payable, (ii) to cease providing services to Subscriber, and (iii) immediately to enter the Premises and take possession of all Sparklight Business -owned equipment without liability to Subscriber therefore and without relieving Subscriber of its obligations under this Agreement. Subscriber shall reimburse Sparklight Business for all costs and expenses, including reasonable attorney's fees and court costs, incurred in connection with Sparklight Business's exercise of its rights under this Agreement.

Sparklight Business may, in its sole discretion, immediately terminate this Agreement in the event that it is unable to provide Service due to any law, rule, regulation, Force Majeure event, or judgment of any court or government agency. In the event Sparklight Business is declared to be a common carrier by a law, rule, regulation, or judgment of any court or government agency, Sparklight Business may terminate this Agreement.

SECTION 16: TERMINATION BY SUBSCRIBER

If Sparklight Business fails to perform any of its obligations hereunder, does not cure such breach within thirty (30) days after written notice thereof from Subscriber, or if Sparklight Business becomes insolvent or bankrupt, Subscriber, in addition to all other rights it may have under law or this Agreement, shall have the right to terminate this Agreement without penalty and will only be responsible for any fees it incurs prior to cessation of service. If Subscriber exercises its termination right, Sparklight Business shall remove all Sparklight Business-owned equipment without cost or fee to Subscriber.

Should Subscriber engage in early termination of the Agreement but without the justification of a Sparklight Business breach, Subscriber will be required to pay an early termination penalty consisting of 60% of the monthly fees for the remaining period of the term. Upon termination request, subscriber recognizes that they are solely responsible for providing correct account information including account numbers, addresses, circuit ID's, as requested on the Disconnect Form. Subscriber acknowledges that failure to provide correct account information could result in continued billings. Sparklight will continue to bill Subscriber for existing services until correct information has been provided.

SECTION 17: DATA SERVICE AND EQUIPMENT

This Section 17 applies only to Direct Internet Access (DIA) or NON-SLA Ethernet Private Line (EPL) Subscribers. Service Level Agreements for Wavelength, EzEthernet, or Fiber EPL are included in a product-specific Exhibit(s) attached to and incorporated into this Agreement.

(a) EXCEPT AS PROVIDED IN SECTION 17(b), SPARKLIGHT BUSINESS'S DATA SERVICE AND EQUIPMENT ARE PROVIDED WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND WITH RESPECT TO THE DELIVERY OR PERFORMANCE OF THE EQUIPMENT, ANY SERVICE, SPARKLIGHT BUSINESS'S NETWORK, OR ANY WORK PERFORMED UNDER THIS AGREEMENT INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR USE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. FOR ADDITIONAL CLARIFICATION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT SUBSCRIBER'S USE OF THE DATA SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, BUG-FREE OR VIRUS-FREE. IN ADDITION, SPARKLIGHT BUSINESS DOES NOT WARRANT THAT ANY DATA OR FILES SENT BY OR TO SUBSCRIBER WILL BE TRANSMITTED IN A SECURE OR UNCORRUPTED FORM OR WITHIN A REASONABLE PERIOD OF TIME. IN THE EVENT THAT SUBSCRIBER'S BUSINESS REQUIRES CONTINUOUS AND UNINTERRUPTED SERVICE, SUBSCRIBER MAY WISH TO OBTAIN A SECONDARY SERVICE FROM AN ALTERNATE PROVIDER. (b) EXCLUDING EVENTS BEYOND SPARKLIGHT BUSINESS'S CONTROL, SPARKLIGHT BUSINESS REPRESENTS THAT IT WILL MAINTAIN 99.99% SERVICE AVAILABILITY. THE AVAILABILITY OF SERVICE IS MEASURED BY SERVICE DOWNTIME ("SERVICE DOWNTIME" OR "DOWNTIME"). SERVICE DOWNTIME SHALL MEAN TIME WHEN SUBSCRIBER IS NOT ABLE TO TRANSMIT AND RECEIVE DATA THROUGH SUBSCRIBER'S ACTIVE SPARKLIGHT BUSINESS PORT(S). SERVICE DOWNTIME BEGINS WHEN SUBSCRIBER REPORTS THE DOWNTIME TO SPARKLIGHT BUSINESS AND A TROUBLE TICKET IS OPENED. SERVICE DOWNTIME ENDS WHEN SUBSCRIBER'S SERVICE HAS BEEN RESTORED AND THE TROUBLE TICKET HAS BEEN CLOSED BY SPARKLIGHT BUSINESS.

SPARKLIGHT BUSINESS WILL ALLOW A PRO-RATED CREDIT AGAINST FUTURE PAYMENT FOR SERVICE DOWNTIME AS SET FORTH BELOW, EXCEPT AS SPECIFIED IN "EXCEPTIONS TO CREDIT ALLOWANCES."

LENGTH OF SERVICE INTERRUPTION	PERIOD TO BE CREDITED
Less than 00:04:32 hours	NONE
00:04:32 hours up to 06:00:00 hours	3 Days of the Monthly Charges
06:00:01 up to 12:00:00	7 Days of the Monthly Charges
12:00:01 up to 24:00:00	Half of the Monthly Charges
24:00:01 and above	Full Month Charges

THE TOTAL NUMBER OF CREDIT ALLOWANCES PER MONTH SHALL NEVER EXCEED THE MONTHLY CHARGE FOR THE AFFECTED SERVICE. SERVICE DOWNTIME CANNOT BE AGGREGATED FOR THE PURPOSES OF DETERMINING THE CREDIT ALLOWANCE.

EXCEPTIONS TO CREDIT ALLOWANCES

SERVICE DOWNTIME SHALL NOT QUALIFY FOR THE REMEDIES OUTLINED ABOVE IF SUCH DOWNTIME IS A RESULT OF: (1) FORCE MAJEURE EVENTS, (2) ACTS OF GOD, (3) SCHEDULED MAINTENANCE EVENTS, (4) THE ACTIONS OR OMISSIONS OF SUBSCRIBER OR PERSONS ACTING ON BEHALF OF SUBSCRIBER, INCLUDING EMPLOYEES, AGENTS AND CONTRACTORS (5) THE FAILURE OF HARDWARE, EQUIPMENT, CIRCUITS, APPLICATIONS OR SYSTEMS NOT OWNED OR CONTROLLED BY SPARKLIGHT BUSINESS, (6) SPARKLIGHT BUSINESS'S INABILITY TO CONTACT SUBSCRIBER OR SPARKLIGHT BUSINESS'S LACK OF ACCESS TO SUBSCRIBER'S PREMISES AS A RESULT OF SUBSCRIBER'S LIMITED AVAILABILITY, (7) SPARKLIGHT BUSINESS'S TERMINATION OF SERVICE FOR CAUSE INCLUDING MATERIAL BREACH AND SUBSCRIBER'S USE OF SERVICE IN UNLAWFUL MANNER OR IN VIOLATION OF SPARKLIGHT BUSINESS'S ACCEPTABLE USE POLICY.

SECTION 18: LIMITATION OF LIABILITY

UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, SPARKLIGHT BUSINESS SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SPARKLIGHT BUSINESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING DIRECTLY OR INDIRECTLY FROM:

- (a) THE USE OR THE INABILITY TO USE THE DATA SERVICE AND MANAGED SERVICE AS APPLICABLE;
- (b) UNAUTHORIZED ACCESS TO OR ALTERATION OF SUBSCRIBER'S TRANSMISSIONS OR DATA;
- (c) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE DATA SERVICE; OR
- (d) ANY OTHER MATTER RELATING TO SPARKLIGHT BUSINESS'S DATA SERVICE OR EQUIPMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

SECTION 19: INDEMNIFICATION

Subscriber shall indemnify, defend, and hold Sparklight Business, its subsidiaries, members, affiliates, officers, directors, employees, and agents harmless from any claim, demand, liability, expense, or damage, including costs and reasonable attorneys' fees, asserted by any third party relating to or arising out of Subscriber's use of or conduct on the Sparklight Business Data Service and Managed Service as applicable. Sparklight Business will notify Subscriber within a reasonable period of time about any claim for which Sparklight Business seeks indemnification and will afford Subscriber the opportunity to participate in the defense of such claim, provided that Subscriber's participation will not be conducted in a manner prejudicial to Sparklight Business's interests, as reasonably determined by Sparklight Business. This Section shall survive termination of this Agreement.

SECTION 20: NONDISCLOSURE

(a)

Unless prior written consent is obtained from a party hereto, the other party will keep in strictest confidence all information identified by the first party as confidential, or which, from the circumstances, in good faith and in good conscience, should be treated as confidential; provided that (a) the owner thereof has taken reasonable measures to keep such information secret; and (b) the information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by the public. Such information includes but is not limited to all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures programs, or codes, whether tangible or intangible, and whether or not stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing. A party shall be excused from these nondisclosure provisions if the information has been, or is subsequently, made public by the disclosing party, is independently developed by the other party, if the disclosing party gives its express, prior written consent to the public disclosure of the information, or if the disclosure is required by any law or governmental or quasi-government rule or regulation.

(b)

Each party agrees that violation of this section 20 would result in irreparable injury and the injured party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach hereof.

SECTION 21: MISCELLANEOUS

(a)

This Agreement is governed by the laws of the State of Arizona. Subscriber hereby consents to the exclusive jurisdiction and venue of courts in Maricopa County, AZ in all disputes arising out of or relating to this Agreement and/or use of the Data Service and Managed Service as applicable and/or Sparklight Business-owned equipment.

(b)

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, conversations, representations, promises of warranties (express or implied) whether verbal or written. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

(c)

The waiver of a breach of any provision of this Agreement shall not be construed as waiver of any subsequent breach of the same or a different provision of this Agreement.

(d)

If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then, and in the event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

SECTION 22: ENTERPRISE WIFI

Enterprise Wi-Fi provides the Subscriber with the ability to extend and change coverage of Subscriber's property through multiple Wi-Fi access points and exert substantial control over the Enterprise Wi-Fi service including configurations through a mobile Android or IOS app. Primarily designed for Fiber customers only, the Enterprise Wi-Fi service enables complete property coverage without an appreciable loss of download speed. A Subscriber to Enterprise Wi-Fi may request a further extension of Wi-Fi coverage throughout Subscriber's property which will entail provision of additional nodes (extenders) at additional cost. Sparklight Business will manage the extenders for the Subscriber. Subscriber acknowledges that while Sparklight Business has provided greater cybersecurity through the app for the Enterprise Wi-Fi service, with among other features, built-in malware scanning and blocking, Sparklight Business cannot guarantee that third parties will never hack or otherwise gain access to Subscriber's Wi-Fi transmissions and you agree that Sparklight Business will not be liable for among other things, any interception or transmissions, computer viruses, loss of data, file corruption or damage to Subscriber's computer.

SECTION 23: ENTERPRISE WIFI SUBSCRIBER RESPONSIBILITIES

Notwithstanding the more specific Subscriber responsibilities, in general, Subscriber is responsible for using the Wi-Fi service in ways that does not interfere with or diminish the use or enjoyment of the Wi-Fi service by others. Subscriber may not use the Wi-Fi service for any unlawful purpose or to disseminate any information that is harassing, threatening or that constitutes Spam. Subscriber also agrees that as the account holder, Subscriber is responsible for the use of the Wi-Fi service by its guests or any parties that, with or without permission, use the Subscriber's account to access the Wi-Fi service.

SECTION 24: BORDER GATEWAY PROTOCOL (BGP) RESPONSIBILITIES

Sparklight supports BGP-4 routing, available to Customers as an optional service feature. Customers electing to receive BGP service must provide Sparklight with an Autonomous System Number (ASN) assigned to Customer by the American Registry for Internet Numbers (ARIN). Customer must provide the equipment and services necessary to support BGP service, including but not limited to: multihomed internet access, a BGP-4 capable router, enough memory to run BGP-4, and internal technical support capable of maintaining the Service on Customer's equipment. Additional information and requirements for BGP routing will be provided to the Customer upon request.