

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE 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). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

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**REGULAR MEETING - TUESDAY, JUNE 18, 2019 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
  - A. Presentation of the 2019 Gila County Teacher of the Year Award to Dean Pederson. **(Roy Sandoval)**
3. **REGULAR AGENDA ITEMS:**
  - A. **(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 adopt the Fiscal Year 2019-2020 Annual Tentative Budget for the Gila County Library District. **(Jacque Sanders) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**
  - B. Information/Discussion/Action to adopt the Fiscal Year 2019-2020 Gila County Tentative Budget; authorize the publication of the summary budget; and set the public hearing for July 23, 2019, to adopt the final Fiscal Year 2019-2020 Gila County Budget. **(Mary Springer)**

- C. Information/Discussion/Action to approve an Interagency Service Agreement (ADC Agreement No. 19-041-23) between the Director of the Arizona Department of Corrections and Gila County regarding the use of the Correctional Officer Training Academy for the period of May 1, 2019, through May 1, 2023. **(Justin Solberg)**
- D. Information/Discussion/Action to approve FY2020 9-1-1 Program Grant Agreement No. GFR-AZ911-004 in the amount of \$190,371 for the performance period of July 1, 2019 through June 30, 2020. **(Debra Williams)**
- E. Information/Discussion/Action to approve an Intergovernmental Agreement between Cochise, Gila, Graham, Greenlee and Santa Cruz Counties (Consortium) to continue being a part of the Southeastern Arizona Waste Tire Program Consortium beginning July 1, 2019, for a period of 60 months with an automatic renewal of 60 months. **(Steve Sanders)**
- F. Information/Discussion/Action to accept the surrender of Conditional Use Permit No. 14-02 by Ray Stephens on May 2, 2019. **(Scott Buzan)**
- G. Information/Discussion/Action to adopt new Policy No. BOS-FIN-116 - *Public Safety Personnel Retirement System Funding*. **(Mary Springer)**
- H. Information/Discussion/Action to cancel Contract No. 111518-2 with McSpadden Ford in the amount of \$49,767.30; and approve the purchase of one new Ford F150 full size, 1/2 ton, 4x4, crew cab pickup with installed insert and security equipment from State contract supplier San Tan Ford in the amount of \$55,367.12. **(Mary Springer)**

- I. Information/Discussion/Action to adopt Countywide goals for the Gila County Five-Year Strategic Plan, and review the draft Gila County Five-Year Strategic Plan booklet. **(Mary Springer)**
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 an Application for Extension of Premises/Patio Permit submitted by Katie Lynn Parks to temporarily extend the premises where liquor is permitted to be served on June 29-30, 2019, at Bandits Restaurant & The Dirty Cowboy Saloon located in Strawberry.
  - B. Approval of a Special Event Liquor License Application submitted by the Pleasant Valley Community Council, Inc. for an event to be held on July 19, 2019, July 20, 2019, and July 21, 2019, at the Pleasant Valley Community Center located in Young.
  - C. Approval of an Application for Fireworks Display submitted by Fireworks Productions of Arizona and sponsored by Freeport-McMoRan, Inc. to provide a fireworks display on Thursday, July 4, 2019, at the Miami Operations mine site of Freeport-McMoRan, Inc.
  - D. Approval of the May 28, 2019, Board of Supervisors' meeting minutes.
  - E. Approval of finance reports/demands/transfers for the reporting month of May 2019.

- F. Acknowledgement of contracts under \$50,000 which have been approved by the County Manager beginning 05-01-19 through 05-31-19.
- 5. **CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
- 6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.
- 7. **WORK SESSION ITEMS:**
  - A. Information/Discussion of a proposed revision to Policy No. BOS-FIN-113 - *Procurement* to reflect a change to Section 2 (C) which is an increase in the informal bid threshold from \$50,000 to \$100,000. **(Mary Springer)**
  - B. Information/Discussion regarding the following proposed new Information Technology policies: Policy No. BOS-IT-002 - *Information Security Access Controls*; Policy No. BOS-IT-003 - *Information Security Risk Assessment*; and Policy No. BOS-IT-004 - *Contingency Plan for County Information Systems*. **(Kelly Riggs)**

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-5513**

**Presentation 2. A.**

**Regular BOS Meeting**

Meeting Date: 06/18/2019

Submitted For: Roy Sandoval, School Superintendent

Submitted By: Cindy Fisher-Smith, Executive Assitant

Department: School Superintendent's Office

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Information

Request/Subject

Presentation of the 2018 Gila County Teacher of the Year Award.

Background Information

The Gila County Education Service Agency sponsors the Gila County Teacher of the Year Program. The purpose of the Gila County Teacher of the Year Program, established in 2011, is to publicly acknowledge and celebrate the efforts of professional educators who demonstrate excellence both in and out of the classroom. The goals of the Gila County Teacher of the Year Program are to: 1) acknowledge, celebrate and promote excellence in teaching; 2) recognize and honor teachers who have demonstrated outstanding leadership and excellence in teaching; and 3) pay tribute to individuals who have made outstanding contributions in educating the young people of Gila County. Nominees may be nominated by another educator, an administrator or by a parent or community member. A selection committee comprised of educators and community members reviews and screens all applications and selects finalists.

Nominees for this year's 2019 Gila County Teacher of the Year Award are as follows: Ivy Asuncion, Roger Childers, George Conley, Scott Davidson, But Evans, Andrew Fiala, Marsha Fitzhugh, Marsha Goseyun, Chad Gower, Mark Guthrie, Brittney Hancock, Kyle Headstream, Jennifer Hunt, Halli Kinnick, Ginger Liddell, Cynthia Mitchell, Lola Monsees, Vamadevan Murugan, Rachel Oakeson, Dean Pederson, Renae Short, Laura Trivillan, Barbara Warren, and Denver White.

Evaluation

Mr. Dean Pederson of Pine Strawberry School District #12 was selected as this year's recipient of the 2019 Gila County Teacher of the Year Award.

Conclusion

Mr. Pederson has been selected as the 2019 Gila County Teacher of the Year. Mr. Pederson currently teaches Physical Education at Pine Strawberry School District #12 in Pine, Arizona. Mr. Pederson will be presented with a trophy and cash award in recognition of his selection as the 2019 Gila County Teacher of the Year.

Recommendation

N/A

Suggested Motion

Presentation of the 2019 Gila County Teacher of the Year Award to Dean Pederson. **(Roy Sandoval)**

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Attachments

*No file(s) attached.*

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**ARF-5465**

**Regular Agenda Item 3. A.**

**Regular BOS Meeting**

Meeting Date: 06/18/2019

Submitted For: Jacque Sanders, Deputy County Manager/Librarian

Submitted By: Marian Sheppard, Clerk of the Board

Department: Deputy County Mgr/Library District

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Information

Request/Subject

Gila County Library District FY 2019-2020 Tentative Budget Adoption

Background Information

Arizona Revised Statutes - Chapter 17-Levy, Article 3-Local Government Budget Process outlines the budget requirements and timelines for each county's and incorporated city's and town's budgets.

For the Gila County Library District, the process includes the Library District Board of Directors adopting a tentative budget and; thereafter, at a future Board meeting, adopting a final budget.

The Library District's budget is included in the entire budget for Gila County.

Evaluation

In Gila County, the Board of Supervisors acts as the Board of Directors for the Gila County Library District. In order to adopt the Library District's annual tentative budget for fiscal year 2019-2020, the Board of Supervisors must adjourn as the Board of Supervisors and convene as the Library District Board of Directors. The Library District Board will take an official action to adopt that tentative budget.

Conclusion

An overview of the proposed tentative budget will be presented to the Board of Directors. After a discussion, the Library District Board of Directors will consider adopting the proposed tentative budget.

Recommendation

Requesting the adoption of the proposed tentative budget for the Gila County Library District.

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 adopt the Fiscal Year 2019-2020

Annual Tentative Budget for the Gila County Library District.

**(Jacque Sanders) (Motion to adjourn as the Gila County Library District Board of Directors and reconvene as the Gila County Board of Supervisors.)**

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Attachments

Library Tentative Budget FY 2020

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**Gila County Library District  
Budget for FY 2020**

**Tentative Budget  
2020**

**Funding Sources**

Beginning Fund Balance	266,525
Property Tax	1,260,771
SRP in Lieu	8,387
Grants	165,000
E-Rate	98,800
Other	16,220
<b>Total Revenue Available</b>	<b>1,815,703</b>

**Funding Uses**

Funding to Libraries	743,600
Technology/Connectivity	302,356
Materials and Services	129,600
Grants	165,000
District Admin/Operations	147,700
Contingency Reserve	327,447
<b>Total Uses</b>	<b>1,815,703</b>

**ARF-5466**

**Regular Agenda Item 3. B.**

**Regular BOS Meeting**

Meeting Date: 06/18/2019

Submitted For: Mary Springer, Finance Director

Submitted By: Marian Sheppard, Clerk of the Board

Department: Finance

Fiscal Year: FY 2019-2020

Budgeted?: Yes

Contract Dates FY 2019-2020

Grant?: No

Begin & End:

Matching No

Fund?: Replacement

Requirement?:

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Information

Request/Subject

Gila County FY 2019-2020 Tentative Budget Adoption

Background Information

Arizona Revised Statutes - Chapter 17-Levy, Article 3-Local Government Budget Process outlines the budget requirements and time lines for each county's and incorporated city's and town's budgets.

The budget process is for the Board of Supervisors to first adopt a tentative budget for Gila County and at a future meeting to adopt the final budget. There are also statutory newspaper publication requirements to be applied after the tentative budget has been adopted and before the final budget is adopted.

Evaluation

N/A

Conclusion

An overview of the proposed tentative fiscal year 2019-2020 budget for Gila County will be presented by James Menlove, County Manager. After a discussion, the Board of Supervisors will consider adopting the proposed tentative budget.

Recommendation

Requesting adoption of the proposed tentative budget for Gila County.

### Suggested Motion

Information/Discussion/Action to adopt the Fiscal Year 2019-2020 Gila County Tentative Budget; authorize the publication of the summary budget; and set the public hearing for July 23, 2019, to adopt the final Fiscal Year 2019-2020 Gila County Budget. **(Mary Springer)**

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### Attachments

FY2020 Tentative Budget Presentation

Gila County Tentative Budget FY 2020

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# FY 2019-20 Tentative Budget

- ❖ Sets upper expenditure limit
  - ❖ Recommended: **\$119,118,832**
- ❖ Authorizes publication of summary budget
- ❖ Sets public Truth and Taxation Hearing
- ❖ Sets public hearing for budget adoption
  - ❖ Recommended: **July 23, 2018**



# Board Direction

- ❖ No increase in County property tax rate of \$4.19
- ❖ Operate within property tax and other current revenues
- ❖ Maintain public service levels
  - ❖ Law enforcement
  - ❖ Judicial
  - ❖ Landfill
  - ❖ Community services
  - ❖ Criminal prosecution
  - ❖ Roads
  - ❖ Health services
- ❖ Provide for a balanced budget

# Capital Projects

## ❖ Capital Improvement Plan

### ❖ \$9,900,000 Bond Issue – September 2019

- Northern Gila County Investment: \$5.055 Million
- Southern Gila County Investment: \$4.845 Million
- Total Investment: \$9.900 Million
- Broadband Project Budget \$2.500 Million

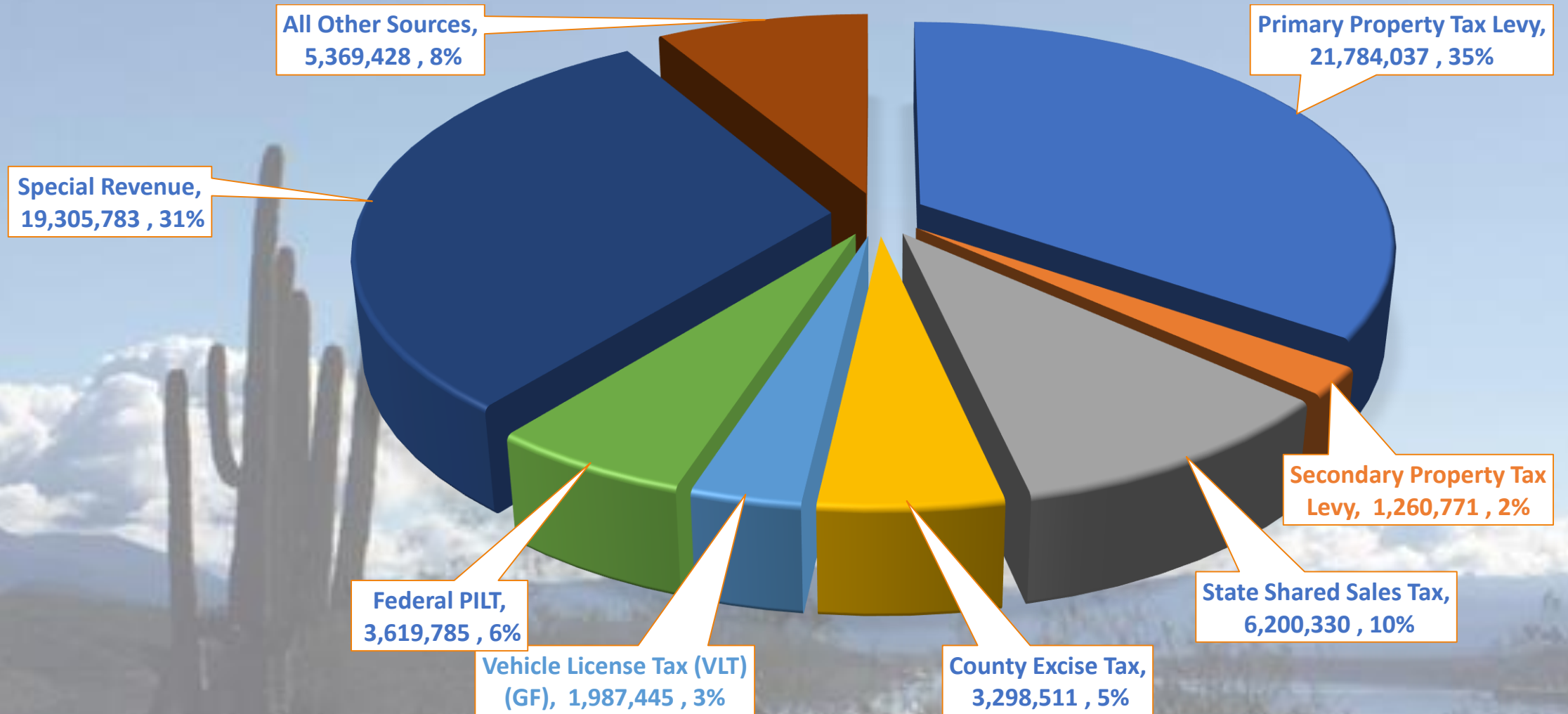


# FY 2019-20 Budget Drivers

- ❖ No increase in County property tax rate \$4.19
- ❖ FY20 personnel budgets include
  - ❖ 1.9% COLA – Effective 7/26/2019 Pay Date
  - ❖ Performance Based Merit Increase - January 2020
- ❖ Increase in health insurance premiums – 6%
- ❖ No new full-time equivalents (FTEs) overall
  - ❖ Ending dispatch contract with Town of Payson
- ❖ FY20 operating budgets to remain flat



# FY 2019-20 Revenues





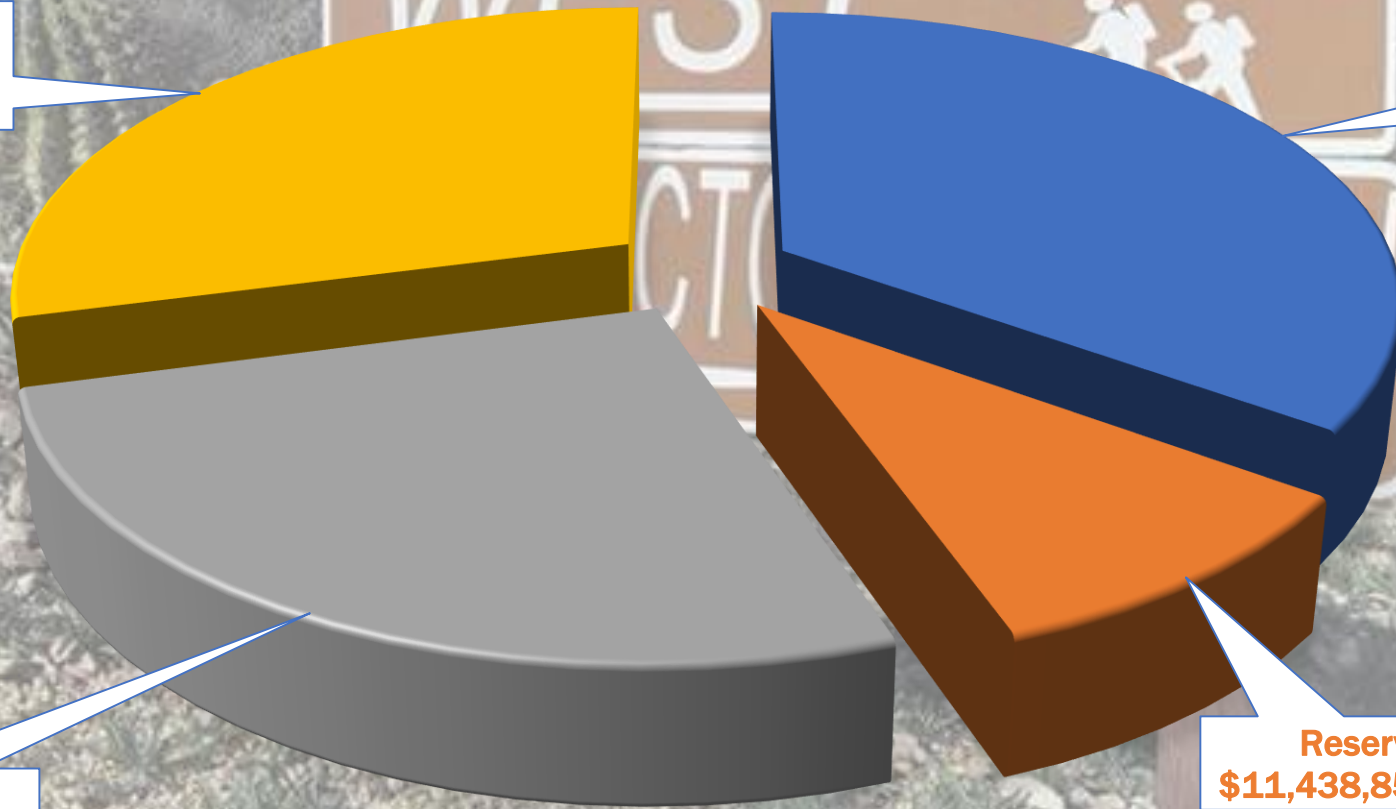
# FY 2019-20 Expenditures All Funds

**Grants and Restricted Funds**  
**\$34,691,923 , 29%**

**General Fund**  
**\$41,715,072 , 35%**

**Other**  
**\$31,272,982 , 26%**

**Reserves**  
**\$11,438,856 , 10%**





# FY 2019-20 Expenditures General Fund

**Health/Emergency Management**  
**\$1,542,700 , 3%**

**Community Development**  
**\$1,311,933 , 3%**

**Contingency**  
**\$737,588 , 1%**

**General Government**  
**\$18,639,530 , 35%**

**Sheriff**  
**\$14,362,637 , 27%**

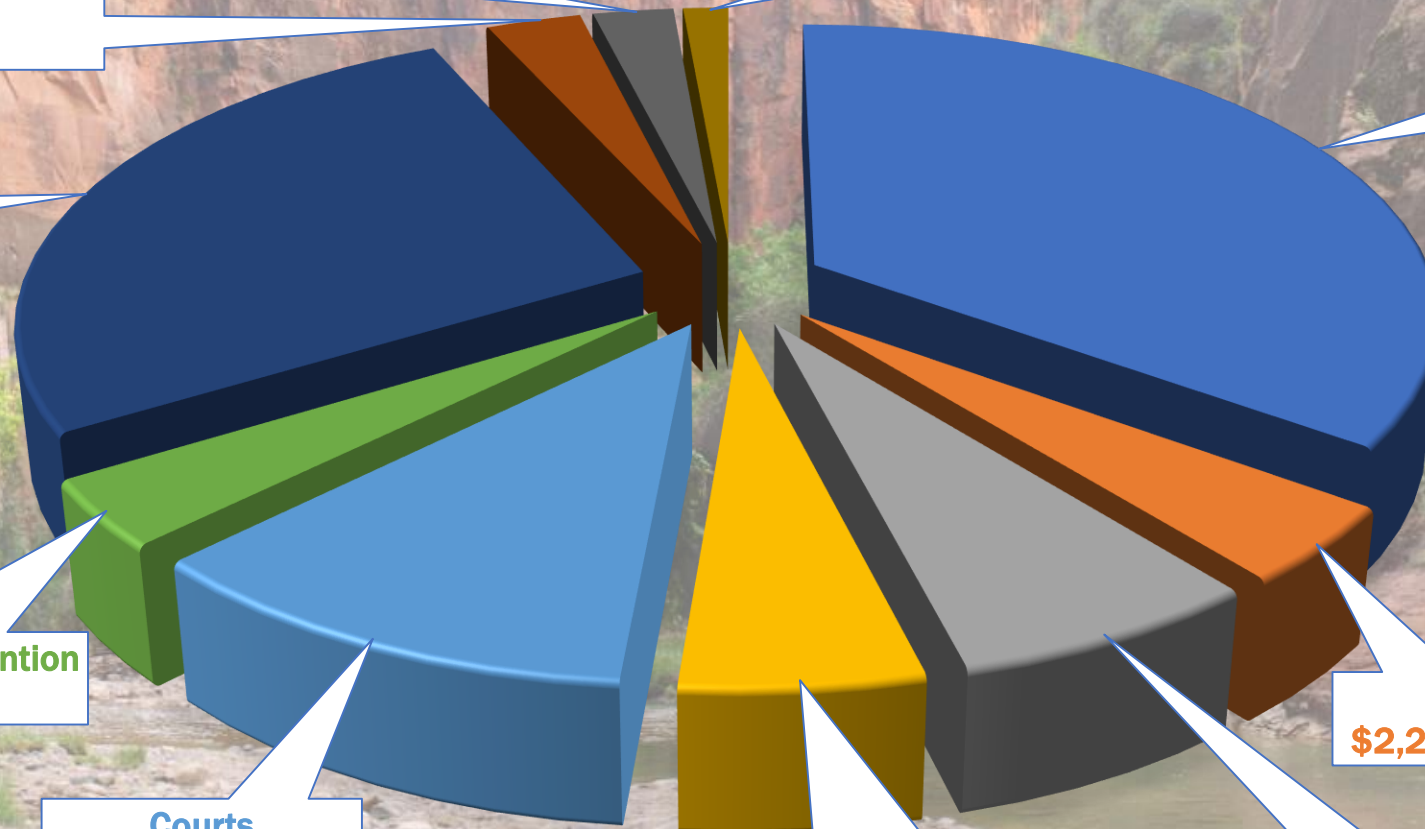
**Probation/Juvenile Detention**  
**\$1,933,718 , 4%**

**Courts**  
**\$5,977,454 , 11%**

**County Attorney**  
**\$2,801,895 , 5%**

**AHCCCS/ALTCS**  
**\$3,621,701 , 7%**

**Other**  
**\$2,224,772 , 4%**



**BEFORE USING THE ENCLOSED SCHEDULES, PLEASE COMPLETE THE FOLLOWING:**

Completing the steps below will populate the heading for each of the attached schedules.

1. Select the County Name:	<b>GILA COUNTY</b>
2. Select the Budget Year:	<b>2020</b>

Arizona Revised Statutes (A.R.S.) §§42-17101 and 42-17102 require counties to prepare annual budgets on forms the Auditor General's Office developed. The official forms on Schedules A through G include all elements statute requires that counties **must** include in their budget. **Please note, a county may choose to add more information or detail than statute requires within the official budget forms.**

The budget form has a drop-down field to select the budget year and the instructions do not include specific dates as they are not issued annually. As used in these instructions, the term "**current year**" is the fiscal year in which the county is operating, and "**budget year**" is the fiscal year for which the county is budgeting. Counties should use the budget schedules dated 4/19 for fiscal year 2020 and thereafter. As changes become necessary, we will post new forms on our website and notify counties of the changes by email.

Linked instructions for completing the schedules are included on the Instructions tab. Links to the related instructions and specific line numbers or section titles have been included throughout the schedules (highlighted in light blue) to allow users to access the specific line instructions directly without the need to scroll through other instructions. An Instructions button is provided at the top of each schedule, unless no additional instructions are needed to complete that sheet. This button links to the first instruction for that schedule and users may scroll down to view all instructions for the schedule. **To return to the related schedule after reviewing the instructions, simply click on the schedule's tab at the bottom of the Excel screen or press the Alt and back arrow keys.** The schedules have been set to print without "objects" so that the instructions buttons do not print. The light blue highlighting will print and users may remove the highlights before printing if needed.

**Protection/Unprotection of File:**

Each spreadsheet within the file has been protected to prevent accidental deletion of formulas. When the sheet is protected, you can move from one cell to the next using the Tab key. A password was not assigned so the sheets may be unprotected to make minor formatting changes such as row height, column width, and font size. To unprotect an individual spreadsheet, select Protect/Unprotect Sheet from the menu.

You may need to add lines to Schedules C through G to accommodate any funds or departments involved. Remember to check all formulas in the subtotals and totals, to ensure that additional lines added are included, and make changes accordingly. Once changes have been made, the sheet should be re-protected by reversing the above process. Re-protecting the sheets will help ensure that formulas are not accidentally altered or deleted.

**Printing Tips:**

Schedule A can be printed on 1 page in landscape format with the "fit to 1 page wide by 1 page tall" option (Page Setup) selected. Schedules B through F can be printed in portrait format. Schedule G can be printed in landscape format. Schedules with multiple pages are formatted to print with the column headings on each page.

If you have any questions, please contact the Accounting Services Division at [asd@azauditor.gov](mailto:asd@azauditor.gov) or (602) 553-0333.

**OFFICIAL COUNTY BUDGET FORMS**

**GILA COUNTY**

**Fiscal Year 2020**

**GILA COUNTY**  
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**Fiscal Year 2020**

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**GILA COUNTY**

**Resolution for the Adoption of the Budget**

**Fiscal Year 2020**

WHEREAS, in accordance with the provisions of Title 42, Ch. 17, Art. 1-5, Arizona Revised Statutes (A.R.S.), the Board of Supervisors did, on \_\_\_\_\_, \_\_\_\_\_, make an estimate of the different amounts required to meet the public expenditures/expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of \_\_\_\_\_ County, and

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Board met on \_\_\_\_\_, \_\_\_\_\_, at which meeting any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies, and

WHEREAS, it appears that publication has been duly made as required by law, of said estimates together with a notice that the Board would meet on \_\_\_\_\_, \_\_\_\_\_, at the office of the Board for the purpose of hearing taxpayers and making tax levies as set forth in said estimates, and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate exceed that amount as computed in A.R.S. §42-17051(A), therefore be it

RESOLVED, that the said estimates of revenues and expenditures/expenses shown on the accompanying schedules, as now increased, reduced, or changed, are hereby adopted as the budget of \_\_\_\_\_ County for the fiscal year \_\_\_\_\_.

Passed by the Board of Supervisors of \_\_\_\_\_ County, this \_\_\_\_\_ day of \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Chairman of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

**GILA COUNTY**  
**Summary Schedule of Estimated Revenues and Expenditures/Expenses**  
**Fiscal Year 2020**

Fiscal Year		S c h	FUNDS						
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Internal Service Fund	Enterprise Funds Available	Total All Funds
2019	Adopted/Adjusted Budgeted Expenditures/Expenses*	E 1	52,396,195	36,184,061		10,350,000	3,305,384	7,079,786	109,315,426
2019	Actual Expenditures/Expenses**	E 2	34,393,174	22,448,745	136,100		1,494,911	1,494,911	59,967,841
2020	Fund Balance/Net Position at July 1***	3	17,250,000	10,188,943	1,700,000	2,500,000	557,135	9,275,605	41,471,683
2020	Primary Property Tax Levy	B 4	21,784,037						21,784,037
2020	Secondary Property Tax Levy	B 5		1,260,771					1,260,771
2020	Estimated Revenues Other than Property Taxes	C 6	18,600,000	19,305,783				1,875,500	39,781,283
2020	Other Financing Sources	D 7			14,821,060				14,821,060
2020	Other Financing (Uses)	D 8							
2020	Interfund Transfers In	D 9	2,308,913	1,452,286	1,100,000	15,470,000	4,556,918	158,000	25,046,117
2020	Interfund Transfers (Out)	D 10	6,789,022	934,800	10,900,000	2,500,000		3,922,295	25,046,117
2020	Reduction for Amounts Not Available:	11							
LESS:	Amounts for Future Debt Retirement								
	Future Capital Projects								
	Maintained Fund Balance for Financial Stability								
2020	Total Financial Resources Available	12	53,153,928	31,272,983	6,721,060	15,470,000	5,114,053	7,386,810	119,118,833
2020	Budgeted Expenditures/Expenses	E 13	53,153,928	31,272,983	6,721,060	15,470,000	5,114,053	7,386,810	119,118,833

**EXPENDITURE LIMITATION COMPARISON**

1	Budgeted expenditures/expenses
2	Add/subtract: estimated net reconciling items
3	Budgeted expenditures/expenses adjusted for reconciling items
4	Less: estimated exclusions
5	Amount subject to the expenditure limitation
6	EEC expenditure limitation

	2019	2020
1	\$ 109,815,426	\$ 119,118,833
2		
3	109,815,426	119,118,833
4	66,561,738	74,830,685
5	\$ 43,253,688	\$ 44,288,148
6	\$ 43,253,688	\$ 44,288,148

\* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

**GILA COUNTY**  
**Tax Levy and Tax Rate Information**  
**Fiscal Year 2020**

	<u>2019</u>	<u>2020</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 33,134,364	\$ 34,953,760
2. Amount received from primary property taxation in the <b>current</b> year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary property taxes	\$ 20,679,365	\$ 21,784,037
B. Secondary property taxes		
Gila County Library District	\$ 1,196,837	\$ 1,260,771
Fire District Assistance Tax	493,541	519,905
Pine SLID	1,805	1,805
East Verde SLID	4,158	4,158
Miami Gardens SLID	2,989	2,989
Apache Hills SLID	3,125	3,125
Upper Glendale SLID	1,315	1,315
Midland City / Central Heights SLID	16,032	16,032
Claypool SLID	23,012	23,012
Total secondary property taxes	\$ 1,742,814	\$ 1,833,112
C. Total property tax levy amounts	\$ 22,422,179	\$ 23,617,148
4. Property taxes collected*		
A. Primary property taxes		
(1) <b>Current</b> year's levy	\$ 18,958,342	
(2) Prior years' levies	272,133	
(3) Total primary property taxes	\$ 19,230,475	
B. Secondary property taxes		
(1) <b>Current</b> year's levy	\$ 1,742,814	
(2) Prior years' levies		
(3) Total secondary property taxes	\$ 1,742,814	
C. Total property taxes collected	\$ 20,973,289	
5. Property tax rates		
A. County tax rate		
(1) Primary property tax rate	4.1900	4.1900
(2) Secondary property tax rate		
Gila County Library District	0.2425	0.2425
Fire District Assistance Tax	0.1000	0.1000
Flood Control District	0	0
(3) Total county tax rate	4.5325	4.5325
B. Special assessment district tax rates		
Secondary property tax rates		
Pine SLID	0.1379	0.1394
East Verde SLID	0.2112	0.2192
Miami Garden SLID	1.1305	1.0272
Apache Hills SLID	2.7218	2.6612

Upper Glendale SLID	1.4206	1.6336
Midland City/Central Heights SLID	0.4824	0.4202
Claypool SLID	0.5544	0.5066

- \* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2020**

	ESTIMATED REVENUE	ACTUAL REVENUES*	ESTIMATED REVENUES
SOURCE OF REVENUES	2019	2019	2020
<b>GENERAL FUND</b>			
<b>Taxes</b>			
State Shared Sales Tax	\$ 6,120,760	\$ 4,783,585	\$ 6,200,330
County Excise Tax	3,256,181	2,325,017	3,298,511
Vehicle License Tax	1,967,767	1,570,859	1,987,445
<b>Licenses and permits</b>			
Building Permits	300,000	244,446	300,000
Mobile Home Permits	17,000	17,000	17,000
Planning & Zoning	18,000	18,000	18,000
Septic / Alternative Sewage Permits	165,000	165,000	165,000
Business / Franchise Licenses	70,000	70,000	70,000
<b>Intergovernmental</b>			
Federal PILT	3,619,785	3,619,785	3,619,785
SRP In Lieu	198,135	198,135	198,135
State Shared Liquor Licenses	11,000	7,967	10,000
State Share Entitlement	2,400	2,400	2,400
Intergovernmental Agreements	945,348	945,348	500,000
Federal Grants	141,300	141,300	141,300
Rural State Aid to Courts	878	878	878
<b>Charges for services</b>			
Clerk of the Court Fees	100,000	91,000	80,589
Justice Court Fees	101,000	82,031	123,035
Recorder Fees	110,000	118,753	170,000
General Government Fees	163,000	187,821	178,000
Correctional Housing			
Sheriff - Special Services	74,400	28,028	74,800
Sheriff - Impound Fees		1,950	
Sheriff - Public Safety Fees	33,000	37,442	33,000
Sheriff - Correctional Housing	120,000	136,001	120,000
Sheriff - Special Duty	30,000	64,213	30,000
Constable Fees	25,000	30,484	25,500
Sewage Plan Review	5,000	3,751	5,000
Public Fiduciary			
Other			244,634
<b>Fines and forfeits</b>			
Justice & Superior Court Fines	369,028	416,925	420,747
Superior Court Fines			
P&Z Forfeitures	1,500	8,784	1,500
Forfeitures Restitution		684	
<b>Investments</b>			
Interest Income	150,000	245,101	150,000
<b>Rents, royalties, and commissions</b>			
<b>Contributions</b>			
Voluntary contributions	72		72
<b>Miscellaneous</b>			

**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2020**

SOURCE OF REVENUES	ESTIMATED REVENUE	ACTUAL REVENUES*	ESTIMATED REVENUES
	2019	2019	2020
Sales of Equipment	35,000	38,200	35,000
Sales of Copies/Blueprints	5,800		5,800
Miscellaneous Cost Reimbursements	58,539		58,539
Property Tax Penalties & Interest	315,000	212,463	315,000
<b>Total General Fund</b>	<b>\$ 18,529,893</b>	<b>\$ 15,813,351</b>	<b>\$ 18,600,000</b>

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2020**

SOURCE OF REVENUES	ESTIMATED REVENUE	ACTUAL REVENUES*	ESTIMATED REVENUES
	2019	2019	2020
<b>SPECIAL REVENUE FUNDS</b>			
<b>Public Works Road Fund</b>			
County Transportation Excise Tax	\$ 1,335,000	\$ 1,246,645	\$ 1,550,000
County Transportation Excise Tax Interest	26,000	40,723	41,000
County Transportation Excise Tax Other	31,800	7,476	5,000
Vehicle License Tax	1,140,000	943,129	1,143,816
Highway User Revenue Fund (HURF)	3,600,000	3,594,524	4,350,000
Licenses & Permits	39,000	3,524	4,000
Forest Fees (SRS)	26,000		26,000
Intergovernmental Agreements			
Interest		88,563	76,000
Miscellaneous	25,250	51,450	18,800
<b>Total</b>	<b>\$ 6,223,050</b>	<b>\$ 5,976,035</b>	<b>\$ 7,214,616</b>
<b>Public Health Fund</b>			
Food Services Licenses	\$ 75,000	\$	\$
Charges for Services	65,200		
Health Insurance Reimbursements	26,000		
Miscellaneous	1,800		
<b>Total</b>	<b>\$ 168,000</b>	<b>\$</b>	<b>\$</b>
<b>Other Special Revenue Funds</b>			
Health & Emergency Services	\$	\$	\$
1009 - Rabies Control	97,650	85,848	92,000
1119 - Emergency Response			
2517 - HIV	3,986	3,113	4,561
2518 - WIC	318,000	109,179	318,000
2519 - TB	12,000	12,390	12,000
2521 - Community Health Grant	69,440	55,552	69,440
2524 - Immunization	89,000	104,727	95,000
2526 - Private Stock Vaccines	215,000	220,873	215,000
2527 - Population Health Initiative	66,322	52,160	66,322
2528 - Commodity Supplement Food Program		113	
2529 - RXP OD Prevention	93,694	72,759	95,517
2530 - HIV Consortium	253,971	133,963	306,365
2550 - Public Health Emergency Preparedness	211,935	154,996	200,419
2552 - Tobacco Free Environment	125,373	95,732	125,550
2557 - Prop 201 Smoke Free AZ Act	49,229	34,424	48,602
2558 - Public Health Accreditation	45,340	36,630	48,840
2559 - Family Planning	23,734	16,320	20,400
2560 - Teen Pregnancy Prevention Services	192,700	153,368	191,710
2571 - Supplemental Nutrition Assistance Ed	201,434	177,767	200,638
<b>Community Services</b>			
2000 - Housing	96,400		
2001 - CAP	124,788		
2002 - Housing Rehabilitation	414,112		
2003 - DES Community Action Plan	436,408		
2004 - Section 8 Housing	25,000		
2005 - Weatherization Assistance	155,200		
2006 - SNAP	19,789		
2012 - GEST	488,500		
2017 - WIOA One Stop			
<b>Gila County Sheriff's Office</b>			
3001 - Drug Gang Violent Crime Control	238,782	186,420	238,782
3002 - Sheriff Vehicle Impound/Storage	5,000	7,050	5,000
3011 - Sheriff's Justice Enhancement	141,000	128,590	141,000
3012 - Sheriff Special Projects			
3013 - Sheriff Seized Equipment Recapture	1,000		1,000

**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2020**

SOURCE OF REVENUES	ESTIMATED REVENUE	ACTUAL REVENUES*	ESTIMATED REVENUES
	2019	2019	2020
3014 - Immigration Enforcement		4,516	
3047 - Gila County Sheriff DARE	1,500	2,176	1,500
3054 - Sheriff's Victim's Rights			
3055 - Sheriff's Commissary Fund	40,000	17,391	20,000
3061 - Sheriff BLESF Program	138,000	107,637	138,000
3064 - Marijuana Eradication			
3075 - GOHS STEP Sheriff		7,521	10,000
3077 - GOHS - DUI Equipment	22,779	15,067	25,000
County Attorney			
3509 - IV-D Child Support	730,636	590,241	687,199
3512 - Child Support Incentive Funds	22,000	35,544	
3531 - Attorney's Justice Enhancement	120,250	96,478	115,000
3541 - Victim Restitution/Subrogation	3,600	9,619	
3542 - Diversion Program CA	50,000	57,216	60,000
3543 - County Anti-Racketeering	8,200	17,193	
3544 - Cost of Prosecution Reimbursement	64,000	77,207	59,000
3545 - Bad Check County Attorney	1,200	4,648	
3546 - DEA Federal Asset Forfeiture	80	105	
3547 - Deferred Prosecution Program	70,000	18,636	15,000
3552 - County Attorney Fill The Gap	7,200	4,906	5,288
3557 - AG Victim Rights	36,000	23,302	30,000
3560 - Victim Compensation	45,000	7,535	
3561 - Drug Prosecution Grant	85,482		
3563 - Crime Victim Assistance Program	18,747	13,817	
Probation			
4042 - Adult Probation Service Fees	155,409	144,870	125,651
4050 - Adult Drug Court	4,000	4,000	4,000
4051 - Adult Intensive Probation Supervision	189,613	195,833	244,281
4053 - Adult JCEF IPS Assistance		8,579	13,339
4054 - CJEF S/Offender	7,000	7,000	7,000
4055 - Community Punishment Program	21,000	31,000	31,000
4056 - CJEF Substance Abuse	21,875	21,875	21,875
4057 - Drug Treatment Education	10,500	7,770	10,500
4059 - State Aid Enhancement	304,482	310,511	352,814
4071 - JPSF Treatment	97,412	102,612	108,553
4072 - JCEF ERE Assistant	112,965	112,965	197,153
4146 - Juvenile Diversion Fees	5,990	5,324	8,000
4147 - Juvenile Probation Service Fees	6,275	5,942	4,500
4150 - Juvenile Miscellaneous Cost Reimbursements		677	
4177 - Court Appointed Special Advocate	96,403	73,325	96,989
4178 - CASA - Globe	75,828	57,657	83,394
4193 - Family Counseling	7,817	3,830	7,817
4194 - Diversion Consequences	20,490	20,490	23,107
4195 - Diversion Intake	199,368	205,719	218,554
4196 - Juvenile Intensive Probation Services	112,587	98,041	134,245
4197 - Juvenile Standards Probation	102,394	103,134	111,591
Superior Courts			
4501 - Law Library	29,000	26,444	27,420
4502 - Conciliation Court Fund	15,000	16,512	16,000
4505 - SB 1398			4,000
4506 - National CASA Local Rural	6,000	4,227	
4541 - Local State Aid to Courts		119	
4542 - Local Probate Assessment Fee	10,150	8,202	8,700
4553 - State Aid to Courts	7,500	4,442	16,000
4556 - Field Trainer	25,000	12,500	25,000
4559 - Children's Issues Education	5,100	4,529	5,100
4566 - Domestic Relations & Mediation	1,350	1,331	1,400
4569 - Aid to Indigent Defense	1,200	2,280	
4574 - Superior Court Cost of Prosecution	41,300	42,526	41,000

**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2020**

SOURCE OF REVENUES	ESTIMATED REVENUE	ACTUAL REVENUES*	ESTIMATED REVENUES
	2019	2019	2020
4575 - DES Access Visitation	6,000	3,958	15,000
4577 - Court Improvement Project	19,015	12,009	20,703
4578 - Expedited Child Support/Visit	2,400	2,670	2,400
4579 - Dependency Surge	1,000		
4580 - Court Security Improvement Fund		11,918	
<b>Justice Courts</b>			
4740 - Globe Justice Court Surcharge	6,700	7,080	10,000
4741 - Payson Justice Court Surcharge	8,000	9,688	10,000
4742 - FARE Globe JP	1,100	4,436	2,000
4743 - Fill the Gap			1,500
<b>Clerk of the Court</b>			
4840 - Cost of Prosecution-Clerk of the Court	8,085	8,270	8,085
4841 - Expedited Child Support	1,588	2,409	2,958
4842 - Document Conversion Superior Court	12,681	11,710	13,521
4844 - Spousal Maintenance Enforcement	1,000	1,214	1,000
4846 - JCEF Surcharge Clerk of the Sup Crt	16,935	14,898	16,935
<b>Superintendent of Schools</b>			
5510 - Gila County Education Services	2,200,000		
<b>Library District</b>			
6000 - Library District Grants	163,000	94,067	165,000
6010 - Library Assistance	83,987	65,274	123,407
<b>Other PW</b>			
6511 - Tonto Creek Bridge		14,850	19,800
6512 - Young 512 Road RAC	250,000	250,000	
6513 - Intergovernmental Agreements			
6570 - Waste Tire Fund	110,000	96,083	110,000
6593 - TE Sidewalks Six Shooter			
6594 - TE Sidewalks Main			173,000
<b>Street Lighting Districts</b>			
7510 - Pine SLID	1,805	1,460	1,900
7511 - Apache Hills SLID	3,125	2,845	3,500
7512 - Upper Glendale/Central Heights SLID	1,315	1,040	1,500
7513 - East Verde Park SLID	4,158	3,992	4,500
7514 - Miami Gardens SLID	2,989	2,989	3,000
7515 - Midland/Central Heights SLID	16,032	15,304	15,000
7516 - Claypool/Lower Miami SLID	23,012	21,811	21,000
<b>General Government</b>			
1820 - CC Revolving			
1825 - GC Wellness Program	5,000	4,262	5,000
1828 - GC Insurance Pool	5,009,981	4,951,313	5,098,082
1870 - Refunds, Rebates & Lottery	600,000	550,050	550,000
7145 - Recorder/Document System	50,000	39,176	50,000
7146 - Recorder Mine Claim Surcharge	200	185	260
7147 - Computer System Recorder	20,000	32,749	25,000
7350 - Help America Vote Act		250	
7430 - Treasurer Taxpayer Information Fund	6,000	8,820	6,000
7494 - EECO	50,000		
<b>Total</b>	<b>\$ 16,057,577</b>	<b>\$ 10,843,775</b>	<b>\$ 12,091,167</b>
<b>Total Special Revenue Funds</b>	<b>\$ 22,448,627</b>	<b>\$ 16,819,809</b>	<b>\$ 19,305,783</b>

**DEBT SERVICE FUNDS**

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**GILA COUNTY**  
**Revenues Other Than Property Taxes**  
**Fiscal Year 2020**

<b>SOURCE OF REVENUES</b>	<b>ESTIMATED REVENUE 2019</b>	<b>ACTUAL REVENUES* 2019</b>	<b>ESTIMATED REVENUES 2020</b>
<b>Total Debt Service Funds</b>	\$	\$	\$
<b>CAPITAL PROJECTS FUNDS</b>			
1007 - Capital Projects Fund	\$ 350,000	\$	\$
<b>Total Capital Projects Funds</b>	\$ 350,000	\$	\$
<b>INTERNAL SERVICE FUNDS</b>			
6860 - Fuel	\$ 646,400	\$ 511,833	\$
6870 - Fleet	693,000	433,996	
6880 - Facilities	10,400	8,527	
<b>Total Permanent Funds</b>	\$ 1,349,800	\$ 954,356	\$
<b>ENTERPRISE FUNDS</b>			
6850 - Recycling & Landfill Management	\$ 1,800,500	\$ 1,660,147	\$ 1,800,500
6855 - Russell Gulch Expansion Reserve		10,888	75,000
6856 - Buckhead Mesa Expansion Reserve	874,920		
<b>Total Enterprise Funds</b>	\$ 2,675,420	\$ 1,671,034	\$ 1,875,500
<b>TOTAL ALL FUNDS</b>	\$ 45,353,740	\$ 35,258,551	\$ 39,781,283

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.



**GILA COUNTY**  
**Other Financing Sources/(Uses) and Interfund Transfers**  
**Fiscal Year 2020**

FUND	OTHER FINANCING 2020		INTERFUND TRANSFERS 2020	
	SOURCES	(USES)	IN	(OUT)
Total Capital Projects Funds	\$	\$	\$ 15,470,000	\$ 2,500,000
<b>INTERNAL SERVICE FUNDS</b>				
Transfer in from Other Funds	\$	\$	\$ 4,556,918	\$
Total Permanent Funds	\$	\$	\$ 4,556,918	\$
<b>ENTERPRISE FUNDS</b>				
6510 - 1/2 Cent Excise Tax	\$	\$	\$ 158,000	\$
Interfund Transfers Out				3,922,295
Total Enterprise Funds	\$	\$	\$ 158,000	\$ 3,922,295
TOTAL ALL FUNDS	\$ 9,900,000	\$	\$ 25,046,117	\$ 25,046,117

**GILA COUNTY**  
**Expenditures/Expenses by Fund**  
**Fiscal Year 2020**

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES* 2019	BUDGETED EXPENDITURES/ EXPENSES 2020
<b>GENERAL FUND</b>				
101 - Board of Supervisors	\$ 1,368,595	\$	\$ 1,324,534	\$ 1,462,478
103 - Elections	398,232		445,652	477,938
106 - Emergency Management	255,440		206,628	236,465
107 - Human Resources	853,410		710,495	834,021
108 - Community Development	1,294,527		978,520	1,311,933
115 - GIS Rural Addressing	60,316		95,299	120,833
120 - Recorder	742,157		459,274	775,703
143 - Administrative Services	223,796		198,626	243,639
201.140 - Payroll	568,128		106,325	750,000
201.140 - General Administration	291,892		696,295	305,155
201.140 - AHCCCS/ALTCS	3,621,701		3,347,846	3,621,701
201.141 - Contingency	500,000			
201.142 - Professional Services	851,300		857,960	837,384
201.201 - Finance	1,103,276		835,088	1,032,934
201.201 - Contingency	845,000		845,508	640,000
201.610 - Community Agencies	348,000		365,500	348,000
203 - Treasurer	566,524		485,756	579,569
207 - Computer Services	1,073,811		852,333	1,032,312
221 - Assessor	1,138,058		931,815	1,199,178
300 - Sheriff	13,265,963		11,239,147	14,362,637
301 - County Attorney	2,862,367		2,085,402	2,801,895
302 - Clerk of Superior Court	1,480,750		1,212,686	1,506,576
305 - Child Support Enforcement				
311 - Globe Justice Court	683,348		601,073	759,854
314 - Payson Justice Court	661,016		572,442	681,847
321 - Globe Constable	189,408		169,598	186,073
324 - Payson Constable	225,871		190,577	223,496
331 - Superior Court Division I	166,918		144,772	169,975
332 - Superior Court Division II	162,656		146,797	164,144
333 - Superior Court General	929,970		774,560	973,149
335 - Probation	1,046,244		837,379	1,026,474
336 - Juvenile Detention	870,539		675,789	799,966
345 - Indigent Legal Defense	1,275,700		1,165,957	1,312,340
406 - Public Fiduciary	507,121		429,522	515,729
541 - Constituent Services I				
542 - Constituent Services II				
543 - Constituent Services III				
702 - Superintendent of Schools	413,623		404,007	421,674
<b>Total General Fund</b>	<b>\$ 40,845,659</b>	<b>\$</b>	<b>\$ 34,393,174</b>	<b>\$ 41,715,072</b>
<b>RESERVES</b>				
201 - Reserves	\$ 12,000,000	\$	\$	\$ 11,438,856
<b>Total General Fund</b>	<b>\$ 12,000,000</b>	<b>\$</b>	<b>\$</b>	<b>\$ 11,438,856</b>
<b>SPECIAL REVENUE FUNDS</b>				
101 - Board of Supervisors	\$ 655,000	\$	\$ 154,083	\$ 605,000
103 - Elections	18,800			
106 - Emergency Management	157,400		17,970	58,000
107 - Human Resources	5,009,981		5,115,706	5,513,933
120 - Recorder	411,924		37,246	528,956
143 - Administrative Services				
171 - Community Services	2,284,975		1,827,469	2,713,213
201 - Finance				
203 - Treasurer	11,851		12,578	
207 - Computer Services				
221 - Assessor	82,532		3,510	77,329
300 - Sheriff	1,163,410		507,150	865,895
301 - County Attorney	1,719,226		618,636	1,053,401
302 - Clerk of Superior Court	278,058		7,926	278,058
305 - Child Support Enforcement	2,023,900		797,999	1,074,364
311 - Globe Justice Court	92,202		5,015	
314 - Payson Justice Court	130,233		14,015	16,233
333 - Superior Court General	715,543		562,929	892,455
335 - Probation	1,751,235		1,576,617	1,970,445
341 - Public Works	11,756,526		6,800,632	9,423,633
341 - Special Districts	52,436		44,144	50,400
341.104 - Flood Control	218,886		180,109	585,886
404 - Health	3,373,085		2,885,644	3,361,638
600 - Library District	1,739,403		1,279,327	1,815,703
702 - Superintendent of Schools	3,405,000			450,000
001 - Indirect Costs				(81,561)
<b>Total Special Revenue Funds</b>	<b>\$ 37,051,606</b>	<b>\$</b>	<b>\$ 22,448,745</b>	<b>\$ 31,272,983</b>
<b>DEBT SERVICE FUNDS</b>				
201 - Debt Service	\$ 845,000	\$ 0	\$ 845,508	\$ 1,100,000
Retiring 2009 Debt				5,621,060
<b>Total Debt Service Funds</b>	<b>\$ 845,000</b>	<b>\$</b>	<b>\$ 845,508</b>	<b>\$ 6,721,060</b>
<b>CAPITAL PROJECTS FUNDS</b>				
Capital Outlay	\$	\$	\$	\$ 15,470,000
Non Capitalized Projects				
<b>Total Capital Projects Funds</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ 15,470,000</b>
<b>INTERNAL SERVICE FUNDS</b>				
341 - Facilities & Fleet	\$ 3,304,313	\$	\$ 3,224,048	\$ 5,114,053
<b>Total Internal Funds</b>	<b>\$ 3,304,313</b>	<b>\$</b>	<b>\$ 3,224,048</b>	<b>\$ 5,114,053</b>
<b>ENTERPRISE FUNDS</b>				
341 - Recycling & Landfill Mgmt.	\$ 7,079,786	\$	\$ 1,494,911	\$ 7,386,810
<b>Total Enterprise Funds</b>	<b>\$ 7,079,786</b>	<b>\$</b>	<b>\$ 1,494,911</b>	<b>\$ 7,386,810</b>
<b>TOTAL ALL FUNDS</b>	<b>\$ 101,126,364</b>	<b>\$</b>	<b>\$ 62,406,386</b>	<b>\$ 119,118,833</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**GILA COUNTY**  
Expenditures/Expenses by Department  
Fiscal Year 2020

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES* 2019	BUDGETED EXPENDITURES/ EXPENSES 2020
<b>Board of Supervisors (101)</b>				
1005 - General Fund	\$ 1,368,595	\$	\$ 1,324,534	\$ 1,462,478
1005.541 - Constituent Services I				
1005.542 - Constituent Services II				
1005.543 - Constituent Services III				
1825 - Gila County Wellness Program	5,000		3,672	5,000
1870 - Refunds, Rebates & Lottery	600,000		150,412	550,000
7494 - EECO, EACO	50,000			50,000
<b>Department Total</b>	<b>\$ 2,023,595</b>	<b>\$</b>	<b>\$ 1,478,617</b>	<b>\$ 2,067,478</b>
<b>Reserves (101)</b>				
1003 - CIP Reserve	\$ 2,000,000	\$	\$	\$ 5,000,000
1004 - Rainy Day Fund	5,000,000			5,000,000
1006 - Cash Flow Reserve	5,000,000			5,000,000
<b>Department Total</b>	<b>\$ 12,000,000</b>	<b>\$</b>	<b>\$</b>	<b>\$ 15,000,000</b>
<b>Capital Outlay (101)</b>				
1007 - Capital Improvements	\$ 10,350,000	\$	\$ 1,349,821	\$ 15,470,000
1115 - Non-Capitalized Projects	500,000		320,692	467,000
<b>Department Total</b>	<b>\$ 10,850,000</b>	<b>\$</b>	<b>\$ 1,670,513</b>	<b>\$ 15,937,000</b>
<b>Elections (103)</b>				
1005 - General Fund	\$ 398,232	\$	\$ 445,652	\$ 477,938
7350 - Help America Vote Act	18,800			
<b>Department Total</b>	<b>\$ 417,032</b>	<b>\$</b>	<b>\$ 445,652</b>	<b>\$ 477,938</b>
<b>Emergency Management (106)</b>				
1005 - General Fund	\$ 255,440	\$	\$ 206,628	\$ 236,465
1119 - Emergency Response	157,400		17,970	58,000
<b>Department Total</b>	<b>\$ 412,840</b>	<b>\$</b>	<b>\$ 224,597</b>	<b>\$ 294,465</b>
<b>Human Resources (107)</b>				
1005 - General Fund	\$ 853,410	\$	\$ 710,495	\$ 834,021
1825 - Gila County Wellness Program				
1828 - Gila County Insurance Pool	5,009,981		5,115,706	5,513,933
1111.107 - CPI/Performance Pay				
<b>Department Total</b>	<b>\$ 5,863,391</b>	<b>\$</b>	<b>\$ 5,826,200</b>	<b>\$ 6,347,954</b>
<b>Community Development (108)</b>				
1005 - General Fund	\$ 1,294,527	\$	\$ 978,520	\$ 1,311,933
<b>Department Total</b>	<b>\$ 1,294,527</b>	<b>\$</b>	<b>\$ 978,520</b>	<b>\$ 1,311,933</b>
<b>GIS - Rural Addressing (115)</b>				
1005 - General Fund	\$ 60,316	\$	\$ 95,299	\$ 120,833
<b>Department Total</b>	<b>\$ 60,316</b>	<b>\$</b>	<b>\$ 95,299</b>	<b>\$ 120,833</b>
<b>Recorder (120)</b>				
1005 - General Fund	\$ 742,157	\$	\$ 459,274	\$ 775,703
7144 - Recorder's Suspense Account			53	53
7145 - Recorder/Document System	209,759		32,283	272,278
7146 - Recorder Mine Claim Surcharge	1,301		148	1,586
7147 - Computer System Recorder	200,864		4,763	255,039
<b>Department Total</b>	<b>\$ 1,154,081</b>	<b>\$</b>	<b>\$ 496,520</b>	<b>\$ 1,304,659</b>
<b>Administrative Services (143)</b>				
1005 - General Fund	\$ 223,798	\$	\$ 198,626	\$ 243,639

<b>Department Total</b>	\$	<u>223,798</u>	\$	<u>198,626</u>	\$	<u>243,639</u>
<b>Community Services (171)</b>						
1005 - General Fund	\$		\$		\$	
2000 - Housing		169,810		137,496		206,714
2001 - CAP		368,957		148,526		252,595
2002 - Housing Rehabilitation		495,151		275,213		745,687
2003 - DES Community Action Program		416,078		475,663		498,030
2004 - Section 8 Housing		50,003		41,402		40,000
2005 - Weatherization Assistance		155,140		178,722		216,628
2006 - SNAP		38,740		56,369		78,743
2012 - GEST		511,606		492,101		611,937
2015 - Workforce Investment Programs				675		
2017 - WIOA One-Stop		79,490		21,300		62,879
2013, 2014, 2015, 2016						
<b>Department Total</b>	\$	<u>2,284,975</u>	\$	<u>1,827,469</u>	\$	<u>2,713,213</u>
<b>Finance (201)</b>						
1005 - General Fund	\$		\$		\$	
1005.201.140 - GF, Payroll Costs		568,128		106,325		750,000
1005.201.140 - GF, General Administration		291,892		696,295		305,155
1005.201.140 - GF, AHCCCS/ALTCS		3,621,701		3,347,846		3,621,701
1005.201.142 - GF, Professional Services		851,300		857,960		837,384
1005.201.201 - GF, Finance Department		1,103,276		835,088		1,032,934
1005.201.355 - GF, Debt Service		845,000		845,508		1,100,000
1005.201.141 - GF, Contingency		500,000				640,000
1005.201.610 - Community Services		348,000		365,500		348,000
1024 - Superior & JP Court Security						
1820 - Credit Card Revolving				2,064,095		2,224,772
1005 - Indirect Costs		(680,441)		(106,325)		(713,418)
1005 - Journals needing to be reversed		(635,497)		(99,612)		
<b>Department Total</b>	\$	<u>6,813,359</u>	\$	<u>8,912,680</u>	\$	<u>10,146,528</u>
<b>Treasurer (203)</b>						
1005 - General Fund	\$	566,524	\$	485,756	\$	579,569
7430 - TIF (Taxpayer Information Fund)		11,851		12,578		
<b>Department Total</b>	\$	<u>578,375</u>	\$	<u>498,334</u>	\$	<u>579,569</u>
<b>Computer Services (207)</b>						
1005 - General Fund	\$	1,073,811	\$	852,333	\$	1,032,312
<b>Department Total</b>	\$	<u>1,073,811</u>	\$	<u>852,333</u>	\$	<u>1,032,312</u>
<b>Assessor (221)</b>						
1005 - General Fund	\$	1,138,058	\$	931,815	\$	1,199,178
7143 - Assessor's Surcharge		82,532		3,510		77,329
<b>Department Total</b>	\$	<u>1,220,590</u>	\$	<u>935,325</u>	\$	<u>1,276,507</u>
<b>Sheriff (300)</b>						
1005 - General Fund	\$	13,265,963	\$	11,239,147	\$	14,362,637
3001 - Drug Gang Violent Crime Control		344,385		264,788		323,665
3002 - Sheriff Vehicle Impound/Storage		5,000				5,000
3011 - Sheriff's Justice Enhancement		327,000		14,347		130,000
3012 - Sheriff Special Projects		90,631				90,631
3013 - Sheriff Seized Equipment Recapture		2,424				1,424
3014 - Immigration Enforcement		13,554				19,635
3047 - Gila County Sheriff DARE		2,500		623		1,150
3054 - Sheriff's Victim's Rights						
3055 - Sheriff's Commissary Fund		162,228		34,154		88,353
3061 - Sheriff BLESF Program		192,909		170,690		191,037
3064 - Marijuana Eradication						
3067 - Methamphetamine Program						
3074 - HSGP - Critical Incident						
3075 - GOHS STEP Sheriff						
3077 - GOHS - DUI Enforcement Equipment		22,779		18,327		25,000
3075 - GOHS Hwy Safety STEP 20.600				4,262		10,000
<b>Department Total</b>	\$	<u>14,429,373</u>	\$	<u>11,746,337</u>	\$	<u>15,248,532</u>
<b>County Attorney (301)</b>						
1005 - General Fund	\$	2,862,367	\$	2,085,402	\$	2,801,895
3528 - County Attorney Residual Fund		84,000		31,369		
3531 - Attorney's Justice Enhancement		197,745		162,974		205,147
3541 - Victim Restitution/Subrogation		37,000		(714)		
3542 - Diversion Program CA		233,923		196,436		245,481
3543 - County Anti-Racketeering		271,550		18,518		

3544 - Cost of Prosecution Reimbursement	347,740		43,164	382,870
3545 - Bad Check County Attorney	40,900			
3546 - DEA Federal Asset Forfeiture	7,940			
3547 - Deferred Prosecution Program	141,521		808	34,717
3552 - County Attorney Fill The Gap	72,000		3,571	
3553 - Fair & Legal Employment Act	61,000			
3557 - AG Victim Rights	60,678		47,245	62,698
3560 - Victim Compensation	45,000		9,265	
3561 - Drug Prosecution Grant	88,482		79,418	91,675
3563 - Crime Victim Assistance Program	29,747		26,583	30,813
<b>Department Total</b>	<b>\$ 4,581,593</b>	<b>\$</b>	<b>\$ 2,704,038</b>	<b>\$ 3,855,296</b>
<b>Clerk of the Superior Court (302)</b>				
1005 - General Fund	\$ 1,480,750	\$	\$ 1,212,686	\$ 1,506,576
4840 - Cost of Prosecution-Clerk of the Court	63,150		688	63,150
4841 - Expedited Child Support	34,563		70	34,563
4842 - Document Conversion Superior Court	107,961		7,168	107,961
4844 - Spousal Maintenance Enforcement	20,495			20,495
4846 - JCEF Surcharge Clerk of the Sup Crt	49,041			49,041
4847 - Family Law Commissioner	2,811			2,811
4848 - Fill the Gap Clerk of the Court	37			37
<b>Department Total</b>	<b>\$ 1,758,808</b>	<b>\$</b>	<b>\$ 1,220,612</b>	<b>\$ 1,784,634</b>
<b>Child Support Enforcement (305)</b>				
1005 - General Fund	\$	\$	\$	\$
3509 - IV-D Child Support Enforcement	1,005,796		731,088	963,479
3510 - IV-D Incentive/SSRE				
3511 - Child Support Other Reimbursement	593,104		60,775	110,885
3512 - Child Support Incentive Funds	425,000		6,137	
<b>Department Total</b>	<b>\$ 2,023,900</b>	<b>\$</b>	<b>\$ 797,999</b>	<b>\$ 1,074,364</b>
<b>Globe Justice Court (311)</b>				
1005 - General Fund	\$ 683,348	\$	\$ 601,073	\$ 759,854
4740 - Globe Justice Court Surcharge	61,038		172	
4742 - FARE Globe JP	4,987		4,843	
4743 - Fill the Gap	26,177			
<b>Department Total</b>	<b>\$ 775,550</b>	<b>\$</b>	<b>\$ 606,089</b>	<b>\$ 759,854</b>
<b>Payson Justice Court (314)</b>				
1005 - General Fund	\$ 661,016	\$	\$ 572,442	\$ 681,847
4741 - Payson Justice Court Surcharge	130,233		14,015	16,233
<b>Department Total</b>	<b>\$ 791,249</b>	<b>\$</b>	<b>\$ 586,456</b>	<b>\$ 698,080</b>
<b>Globe Constable (321)</b>				
1005 - General Fund	\$ 189,408	\$	\$ 169,598	\$ 186,073
<b>Department Total</b>	<b>\$ 189,408</b>	<b>\$</b>	<b>\$ 169,598</b>	<b>\$ 186,073</b>
<b>Payson Constable (324)</b>				
1005 - General Fund	\$ 225,871	\$	\$ 190,577	\$ 223,496
<b>Department Total</b>	<b>\$ 225,871</b>	<b>\$</b>	<b>\$ 190,577</b>	<b>\$ 223,496</b>
<b>Superior Court Division I (331)</b>				
1005 - General Fund	\$ 166,918	\$	\$ 144,772	\$ 169,975
<b>Department Total</b>	<b>\$ 166,918</b>	<b>\$</b>	<b>\$ 144,772</b>	<b>\$ 169,975</b>
<b>Superior Court Division II (332)</b>				
1005 - General Fund	\$ 162,656	\$	\$ 146,797	\$ 164,144
<b>Department Total</b>	<b>\$ 162,656</b>	<b>\$</b>	<b>\$ 146,797</b>	<b>\$ 164,144</b>
<b>Superior Courts General (333)</b>				
1005 - General Fund General	\$ 929,970	\$	\$ 774,560	\$ 973,149
1005 - Court Information System				
4178 - CASA-Globe				
4501 - Law Library	74,643		70,425	78,195
4502 - Conciliation Court Fund	72,360		54,270	62,160
4505 - SB 1398			2,751	
4506 - National CASA Local Rural	6,000		4,703	
4540 - Local Aid to Indigent Defense	5			5

4541 - Local State Aid to Courts	56,264			56,264
4542 - Local Probate Assessment Fee	23,000		21,851	22,000
4553 - State Aid to Courts	7,500		3,750	16,000
4555 - Drug Enforcement/Superior Court				
4556 - Field Trainer	61,390		55,283	63,241
4559 - Children's Issues Education	6,000		3,825	11,020
4566 - Domestic Relations & Mediation	3,266		1,530	4,336
4569 - Aid to Indigent Defense	172,000		82,760	112,900
4574 - Superior Court Cost of Prosecution	185,294		48,172	223,550
4575 - DES Access Visitation	6,000		4,500	15,000
4577 - Court Improvement Project	19,016		18,606	20,701
4578 - Expedited Child Support/Visit	21,805		2,700	21,984
4579 - Dependency Surge	1,000		195	
4578 - Expedited Child Support/Visit				
4579 - Dependency Surge				
4580 - Court Security Improvement Fund			11,918	
1124 - Superior & JP Courts Security			175,690	185,099
<b>Department Total</b>	<b>\$ 1,645,513</b>	<b>\$</b>	<b>\$ 1,337,489</b>	<b>\$ 1,865,604</b>

Probation (335)

1005 - General Fund	\$ 1,046,244	\$	\$ 837,379	\$ 1,026,474
4042 - Adult Probation Service Fees	252,653		203,077	237,250
4050 - Adult Drug Court	4,000		2,709	4,000
4051 - Adult Intensive Probation Supervision	256,004		212,775	263,984
4053 - Adult JCEF IPS Assistance			12,630	13,339
4054 - CJEF S/Offender	7,000		7,624	7,000
4055 - Community Punishment Program	21,000		19,712	31,000
4056 - CJEF Substance Abuse	21,875		12,753	21,875
4057 - Drug Treatment Education	10,500		22,688	10,500
4059 - State Aid Enhancement	274,676		310,318	380,409
4071 - JPSF Treatment	106,080		77,592	120,175
4072 - JCEF ERE Assistant	165,011		141,089	161,436
4146 - Juvenile Diversion Fees	11,776		10,608	12,358
4147 - Juvenile Probation Service Fees			724	
4150 - Juvenile Detention Alternatives			515	
4177 - Court Appointed Special Advocate	94,661		86,897	96,989
4178 - CASA - Globe	80,556		70,730	83,394
4189 - Juvenile Drug Court				
4193 - Family Counseling	7,817		7,595	7,817
4194 - Diversion Consequences	20,511		19,592	23,704
4195 - Diversion Intake	246,870		189,741	230,267
4196 - Juvenile Intensive Probation Services	69,975		72,990	147,723
4197 - Juvenile Standards Probation	100,270		94,260	117,225
<b>Department Total</b>	<b>\$ 2,797,479</b>	<b>\$</b>	<b>\$ 2,413,996</b>	<b>\$ 2,996,919</b>

Juvenile Detention (336)

1005 - General Fund	\$ 870,539	\$	\$ 675,799	\$ 799,966
<b>Department Total</b>	<b>\$ 870,539</b>	<b>\$</b>	<b>\$ 675,799</b>	<b>\$ 799,966</b>

Public Works (341)

1005.341 - Flood Control	\$ 218,886	\$	\$ 180,109	\$ 585,888
6500 - Public Works	6,134,649		4,227,895	6,625,090
6510 - PW 1/2 Cent Transportation Tax	4,292,500		1,772,710	1,581,852
6511 - Tonto Creek Bridge	26,000		8,921	26,000
6512 - RAC FS - Young 512 Road	600,000		239,698	
6513 - Intergovernmental Projects	538,114		411,974	992,999
6570 - Waste Tire Fund	165,263		139,435	132,692
6594 TE Sidewalks Main				65,000
1007 - Capital Projects				
6850 - Recycling & Landfill Management	3,704,866		964,050	4,159,186
6855 - Russell Gulch Expansion Reserve	2,500,000			1,000,000
6856 - Buckhead Mesa Expansion Reserve	874,920		530,862	2,227,624
1005 - Fleet & Fuel				2,424,970
6860 - Fuel Management	659,613		695,208	
6870 - Fleet Management	672,189		493,563	
1005 - Facilities				2,689,083
6880 - Facilities Management	1,972,511		2,035,277	

7510 - Pine SLID	1,805		1,502	1,900
7511 - Apache Hills SLID	3,125		2,894	3,500
7512 - Upper Glendale/Central Heights	1,315		1,089	1,500
7513 - East Verde Park SLID	4,158		3,437	4,500
7514 - Miami Gardens SLID	2,989		2,737	3,000
7515 - Midland/Central Heights SLID	16,032		13,373	15,000
7516 - Claypool/Lower Miami SLID	23,012		19,113	21,000
<b>Department Total</b>	<b>\$ 22,411,947</b>	<b>\$</b>	<b>\$ 11,743,844</b>	<b>\$ 22,560,784</b>
<b>Indigent Legal Defense (345)</b>				
1005 - General Fund	\$ 1,275,700	\$	\$ 1,165,957	\$ 1,312,340
4540 - Local Aid to Indigent Defense				
4569 - Aid to Indigent Defense				
<b>Department Total</b>	<b>\$ 1,275,700</b>	<b>\$</b>	<b>\$ 1,165,957</b>	<b>\$ 1,312,340</b>
<b>Health (404)</b>				
1005 - General Fund	\$	\$	\$	\$ 1,306,235
1008 - Health Services Fund	856,930		674,665	
1009 - Rabies Control	435,074		395,694	
2517 - HIV	3,986		4,022	4,561
2518 - WIC	368,479		232,834	318,000
2519 - TB	12,102		12,672	12,000
2521 - Community Health Grant	69,967		59,152	69,440
2524 - Immunization	146,065		143,199	110,454
2526 - Private Stock Vaccines	215,000		197,105	236,495
2527 - Population Health Initiative	66,322		50,600	66,322
2528 - Commodity Supplement Food Program				
2529 - RXP OD Prevention	93,694		88,103	95,517
2530 - HIV Consortium	253,971		195,352	306,365
2550 - Public Health Emergency Preparedness	211,935		238,394	200,419
2552 - Tobacco Free Environment	125,373		114,151	125,550
2557 - Prop 201 Smoke Free AZ Act	49,229		40,735	48,602
2558 - Public Health Accreditation	47,090		62,857	48,840
2559 - Family Planning	23,734		11,526	20,490
2560 - Teen Pregnancy Prevention Services	192,700		146,237	191,710
2565 - Neonatal Intensive Care Program			15,085	
2571 - Supplemental Nutrition Assistance Ed	201,434		188,262	200,638
2576 - Hazardous Materials Emergency Prep			15,000	
<b>Department Total</b>	<b>\$ 3,373,085</b>	<b>\$</b>	<b>\$ 2,885,644</b>	<b>\$ 3,361,638</b>
<b>Public Fiduciary (406)</b>				
1005 - General Fund	\$ 507,121	\$	\$ 429,522	\$ 515,729
<b>Department Total</b>	<b>\$ 507,121</b>	<b>\$</b>	<b>\$ 429,522</b>	<b>\$ 515,729</b>
<b>Library (600)</b>				
1005 - General Fund	\$	\$	\$	\$
6000 - Library District Grants	163,000		104,528	165,000
6010 - Library Assistance	1,576,403		1,174,799	1,650,703
<b>Department Total</b>	<b>\$ 1,739,403</b>	<b>\$</b>	<b>\$ 1,279,327</b>	<b>\$ 1,815,703</b>
<b>Superintendent of Schools (702)</b>				
1005 - General Fund	\$ 413,623	\$	\$ 404,007	\$ 421,674
5510 - Gila County Education Services	3,400,000			450,000
5520 - Special School Reserve	5,000			
<b>Department Total</b>	<b>\$ 3,818,623</b>	<b>\$</b>	<b>\$ 404,007</b>	<b>\$ 871,674</b>
<b>All Departments Total</b>	<b>\$ 109,815,426</b>	<b>\$</b>	<b>\$ 65,089,549</b>	<b>\$ 119,118,833</b>

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**GILA COUNTY**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2020**

	Full-Time Equivalent (FTE)	Employee Salaries and Hourly Costs	Retirement Costs	Healthcare Costs	Other Benefit Costs	Total Estimated Personnel Compensation
FUND	2020	2020	2020	2020	2020	2020
101 Board of Supervisors	14.00	\$ 945,726	\$ 193,976	\$ 122,500	\$ 78,577	\$ 1,340,779
103 Elections	4.01	202,611	22,521	35,088	16,371	276,591
106 Emergency Management	2.70	130,664	15,718	23,625	10,303	180,310
107 Human Resources	5.01	277,813	33,604	43,838	21,816	377,071
108 Community Development	15.52	806,104	97,411	135,800	68,134	1,107,449
115 GIS Rural Addressing	1.50	74,623	8,806	12,150	7,898	103,476
120 Recorder	11.00	411,685	81,321	96,250	31,573	620,829
143 Administrative Services	4.00	164,748	19,951	35,000	12,937	232,636
201 Finance	12.51	626,727	75,897	101,331	49,848	853,803
203 Treasurer	6.01	299,466	67,732	52,500	24,398	444,095
207 Computer Services	7.60	467,373	56,599	66,500	37,289	627,760
221 Assessor	17.01	705,586	115,637	148,838	61,219	1,031,280
300 Sheriff	149.53	6,991,183	1,894,289	1,267,963	830,755	10,984,190
301 County Attorney	26.60	1,764,766	271,677	232,750	140,334	2,409,527
302 Clerk of Superior Court	20.90	879,150	137,931	182,875	67,870	1,267,826
311 Globe Justice Court	10.54	444,365	99,910	92,225	35,515	672,014
314 Payson Justice Court	9.06	436,556	96,162	72,981	34,013	639,713
321 Globe Constable	2.50	108,137	31,392	20,250	8,980	168,758
324 Payson Constable	2.49	128,028	41,254	20,169	10,474	199,925
331 Superior Court Div I	3.00	182,706	22,126	24,300	5,842	234,974
332 Superior Court Div II	2.00	120,931	14,645	16,200	4,698	156,473
333 Superior Court General	10.38	723,657	87,635	84,078	54,996	950,366
335 Probation	11.88	622,881	114,573	103,950	50,294	891,698
336 Juvenile Detention	8.00	337,923	105,567	70,000	28,825	542,314
341.104 Flood Plain Mgmt	2.00	141,058	16,645	16,200	12,777	186,680
406 Public Fiduciary	7.00	320,960	38,868	61,250	26,148	447,225
702 School Superintendent	6.41	282,327	45,706	51,921	23,251	403,205
<b>GENERAL FUND</b>	<b>373.16</b>	<b>\$ 18,597,752</b>	<b>\$ 3,807,553</b>	<b>\$ 3,190,530</b>	<b>\$ 1,755,134</b>	<b>\$ 27,350,969</b>
<b>SPECIAL REVENUE FUNDS</b>						
1008.404 Health Service Fund	8.50	\$ 445,548	\$ 52,575	\$ 74,375	\$ 35,797	\$ 608,295
1008.405 Health Service Fund	1.60	73,369	8,502	14,000	5,870	101,741
1009.404 Rabies Control	6.20	223,259	26,345	54,250	20,852	324,706
2000 Housing	1.71	73,763	8,933	13,851	6,220	102,767
2001 CAP	0.95	41,922	5,077	7,655	3,292	57,945
2002 Housing Rehabilitation	2.95	158,159	19,153	23,895	13,397	214,604
2003 DES Community Action Progr	4.65	191,431	23,057	37,665	15,303	267,455
2004 Section 8 Housing	0.34	19,133	2,317	2,754	1,502	25,707
2005 Weatherization Asst	0.20	8,404	1,001	1,620	982	12,008
2006 Supp Nutrition Asst Program	0.75	28,065	3,399	6,075	2,237	39,775
2012 GEST	11.14	393,589	46,560	90,234	33,162	563,546
2517 HIV	0.03	1,375	162	263	110	1,910

**GILA COUNTY**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2020**

FUND	Full-Time Equivalent (FTE)	Employee Salaries and Hourly Costs	Retirement Costs	Healthcare Costs	Other Benefit Costs	Total Estimated Personnel Compensation
	2020	2020	2020	2020	2020	2020
2518 WIC 10.557	6.60	243,772	27,188	57,750	19,450	348,160
2519 TB	0.05	2,723	321	438	218	3,700
2521 Community Health Grant	1.25	40,572	4,787	10,938	3,247	59,544
2524 Immunization	1.60	82,914	9,784	14,000	6,511	113,209
2526	0.50	29,055	3,428	4,375	2,282	39,140
2527 HAPI	0.80	38,445	4,536	7,000	3,030	53,011
2529 RXP - Presc Drug OD Prevent	1.30	54,209	6,397	11,375	4,315	76,295
2530 HIV Consortium	3.07	122,267	14,427	26,863	9,797	173,353
2550 Public Hlth Emerg Preparedne	0.70	37,423	4,416	6,125	2,971	50,934
2552 Tobacco Free Environment	1.75	67,612	7,978	15,313	5,415	96,318
2557 Prop 201 Smoke Free AZ Act	0.75	36,713	3,866	6,563	2,943	50,084
2559 Family Planning	0.05	2,593	306	438	208	3,544
2560 Teen Pregnancy Prevention S	2.35	75,098	8,862	20,563	5,965	110,487
2571 Supp Nutrition Asst Prog Ed	1.10	54,969	6,486	9,625	4,327	75,408
3001 Drug Gang Violent Crime Cont	2.00	201,534	114,955	24,300	24,735	365,524
3055 Sheriff's Commissary Fund		6,817		81	1,135	8,033
3061 Sheriff BLESF Program	2.00	102,507	58,470	17,500	12,560	191,037
3509 IV-D Child Support	12.50	574,157	69,530	109,375	44,931	797,994
3511 Child Support Other Reimb	1.00	85,152	10,312	8,750	6,674	110,888
3531 Attorney's Justice Enhanceme	3.00	148,091	17,934	26,250	12,806	205,081
3542 Diversion Program CA	4.00	169,727	20,554	35,000	13,302	238,583
3544 Cost of Prosecution Reimb Fui	2.00	131,872	14,766	17,500	10,335	174,472
3547 Deferred Prosecution Program	0.48	25,444	3,081	4,200	1,994	34,719
3557 A G Victim Rights	0.90	39,038	4,727	7,875	3,059	54,700
3561 Drug Prosecution Grant	1.00	69,136	8,372	8,750	5,418	91,677
3563 Crime Victim Assistance Prog	0.50	22,339	2,352	4,375	1,751	30,817
4042 Adult Probation Service Fees	2.26	122,451	27,560	18,306	10,445	178,762
4051 Adult Intensive Prob Supervisi	2.50	120,486	31,426	20,250	9,873	182,035
4059 State Aid Enhancement	5.00	249,721	67,497	40,500	20,930	378,648
4071 JPSF Treatment	1.00	60,209	18,809	8,100	5,136	92,254
4072	2.59	110,758	20,790	20,979	8,919	161,446
4146 Juvenile Diversion Fees	0.25	8,414	1,019	2,025	650	12,107
4177 Court Appointed Spec Advocat	1.50	63,224	7,656	12,150	4,881	87,912
4178 CASA - Globe	0.20	49,331	5,974	8,100	4,208	67,613
4194 Diversion Consequences	0.20	6,420	777	1,620	496	9,313
4501 Law Library	1.00	34,693	4,201	8,100	2,678	49,672
4556 Field Trainer	1.00	45,880	5,556	8,100	3,542	63,078
4574 Superior Court Cost of Prosec	0.50	19,716	2,388	4,050	1,646	27,800
4577 Court Improvement Project	0.50	13,893	1,682	4,050	1,073	20,698
4840 Cost of Prosecution Clrk Sup C	0.01	12,000				12,000
4842 Document Conversion Sup Crl	0.01	12,000				12,000
6000 Library District Grants	0.76	39,880	1,078	6,689	3,132	50,779
6010 Library Assistance	4.10	197,483	23,915	27,018	15,682	264,098

**GILA COUNTY**  
**Full-Time Employees and Personnel Compensation**  
**Fiscal Year 2020**

	Full-Time Equivalent (FTE)	Employee Salaries and Hourly Costs	Retirement Costs	Healthcare Costs	Other Benefit Costs	Total Estimated Personnel Compensation
FUND	2020	2020	2020	2020	2020	2020
6500 Public Works	67.58	3,023,560	354,478	547,358	330,023	4,255,419
6570 Waste Tire Fund	1.17	40,472	4,901	9,477	3,923	58,774
Total Special Revenue Funds	182.39	\$ 8,352,785	\$ 1,204,627	\$ 1,528,826	\$ 775,343	\$ 11,861,581
DEBT SERVICE FUNDS						
		\$	\$	\$	\$	\$
Total Debt Service Funds		\$	\$	\$	\$	\$
CAPITAL PROJECTS FUNDS						
		\$	\$	\$	\$	\$
Total Capital Projects Funds		\$	\$	\$	\$	\$
PERMANENT FUNDS						
		\$	\$	\$	\$	\$
Total Permanent Funds		\$	\$	\$	\$	\$
ENTERPRISE FUNDS						
6850 Recycling & Landfill Mgt.	11.83	\$ 482,998	\$ 58,491	\$ 95,823	\$ 53,951	\$ 691,263
Total Enterprise Funds	11.83	\$ 482,998	\$ 58,491	\$ 95,823	\$ 53,951	\$ 691,263
INTERNAL SERVICE FUND						
6860 Fuel Management	0.50	\$ 22,724	\$ 2,752	\$ 4,050	\$ 1,959	\$ 31,485
6870 Fleet Management	3.50	156,989	19,011	28,350	13,533	217,884
6880 Facilities Management	23.38	888,860	107,641	189,338	91,518	1,277,356
Total Internal Service Fund	27.38	\$ 1,068,574	\$ 129,404	\$ 221,738	\$ 107,010	\$ 1,526,726
TOTAL ALL FUNDS	594.76	\$ 28,502,108	\$ 5,200,075	\$ 5,036,916	\$ 2,691,438	\$ 41,430,538

**ARF-5420**

**Regular Agenda Item 3. C.**

**Regular BOS Meeting**

Meeting Date: 06/18/2019

Submitted For: Adam Shepherd, Sheriff

Submitted By: Sarah White, Chief Administrative Officer

Department: Sheriff's Office

Fiscal Year: 2019

Budgeted?: Yes

Contract Dates May 1, 2019 through

Grant?: No

Begin & End: May 1, 2023

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Interagency Service Agreement (ADC No. 19-041-23) between the Director of the Arizona Department of Corrections and Gila County regarding Correctional Officer Training Academy (COTA).

Background Information

The Gila County Sheriff's Office (GCSO) does not have its own academy and is required to train its Detention Officers. The GCSO contacts agencies as needed throughout the state that operate Detention Officer Training Academies and requests seats for Detention Officers to attend. The COTA is one that the Sheriff's Office would like to utilize as needed by GCSO Detention Officers when space is available. This agreement outlines the responsibilities of COTA and the GCSO regarding the use of the Training Academy.

Evaluation

COTA responsibilities: will provide training space, when available, for GCSO Detention Officers. COTA will conduct a certified 280 hour, seven (7) week pre-service training academy by certified Peace Officer Standards and Training Department employees. Training and education will be conducted in ten (10) core areas: Ethics and Professionalism; Inmate Management; Legal Issues; Communication; Officer Safety; Applied Skills; Security; Custody and Control; Conflict and Crisis Management and Medical and Mental Issues. COTA will provide complete usage of its facility, and shall provide the following amenities including, but not limited to: housing, food, classroom, textbooks, weapons and ammunition

for training purposes. GCSO responsibilities: agrees to pay \$810 per registrant; agrees to pay \$21.50 per day per participant for In-Service Training; will provide statutory worker's compensation insurance, salary, benefits, weapons, ammunition, and uniforms.

### Conclusion

The GCSO plans to utilize the COTA on an as-needed basis to assist in the training of the GCSO Detention Officers. This Interagency Service Agreement shall be effective for a period of four (4) years.

### Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors approve the Interagency Service Agreement (ADC No. 19-041-23) between the Director of the Arizona Department of Corrections and Gila County regarding the use of the Correctional Officer Training Academy beginning May 1, 2019, through May 1, 2023.

### Suggested Motion

Information/Discussion/Action to approve an Interagency Service Agreement (ADC Agreement No. 19-041-23) between the Director of the Arizona Department of Corrections and Gila County regarding the use of the Correctional Officer Training Academy for the period of May 1, 2019, through May 1, 2023. **(Justin Solberg)**

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### Attachments

Agreement No. 19-041-23

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STATE OF ARIZONA  
DEPARTMENT OF CORRECTIONS  
1645 West Jefferson  
Phoenix, Arizona 85007

INTERAGENCY SERVICE AGREEMENT (ISA)

This Agreement is entered into pursuant to Arizona Revised Statutes (A.R.S.) §41-1604, et seq. between the **Gila County**, for and on behalf of the **Gila County Sheriff's Office**, hereinafter referred to as the **County**, and the **Director of the Arizona Department of Corrections**, for and on behalf of its **Correctional Officer Training Academy (COTA)**, hereinafter known as the **Department**.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

**GILA COUNTY BOARD OF SUPERVISORS**  
**TAX ID # 86-60000444**

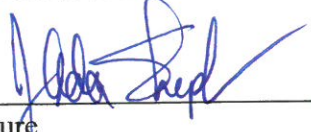
**ARIZONA DEPARTMENT OF CORRECTIONS**

Signature of Authorized Individual      Date  
Tim R. Humphrey  
Typed Name  
Chairman, Gila County Board of Supervisors  
Typed Title  
1400 E. Ash Street,  
Globe, AZ 85501  
Address

Signature of Authorized Individual      Date  
Ken Sanchez  
Typed Name  
Chief Procurement Officer, Procurement Services  
Typed Title  
1645 West Jefferson Street, M/C 55302  
Phoenix, AZ 85007  
Address

Additional Signatures as Applicable

**GILA COUNTY SHERIFF'S OFFICE**

 5-30-19  
Signature      Date  
J. Adam Shepherd  
Typed Name  
Sheriff, Gila County Sheriff's Office  
Typed Title  
Additional Signature for County (as needed)

Signature      Date

Name

Title

Address

Prepared by: Belinda Biggs, Procurement Specialist

Date: May 24, 2019

**WHEREAS**, the Department is authorized by Arizona Revised Statutes (A.R.S.) § 41-1604, et seq. and § 41-2501(B) and wishes to establish and enter into agreement, and;

**WHEREAS**, the County is authorized by A.R.S. § 11-201 (A) (3) and A.R.S. § 11-251 and has the need and wishes to enter into an agreement, and;

**THEREFORE**, the Department and the County do hereby agree as follows:

**1     Purpose of Agreement**

- 1.1 To provide Correctional Officer Certification Training (Pre-Service) and Advanced Training (In Service) to qualified candidates as referred by the County.

**2     Description of Services**

2.1   Pre-service Training

- 2.1.1 The Department will conduct a certified 280 hour, seven (7) week pre-service training academy by certified Peace Officer Standards and Training (POST) Department employees. Training and education will be conducted in ten (10) core areas:

Ethics and Professionalism  
Inmate Management  
Legal Issues  
Communication  
Officer Safety  
Applied Skills  
Security  
Custody and Control  
Conflict and Crisis Management  
Medical and Mental Issues

- 2.1.2 Instruction is supplemented by practical skills application taught during class exercises in the COTA prison replica dorm and cells. The Academy prepares jail detention officers for employment in a prison and/or jail setting.
- 2.1.3 Upon successful completion of the program, candidates will be issued a certificate and up to twenty-one (21) hours of college credit through Rio Salado College.
- 2.1.4 The cost for each candidate for the certified 280 hour, seven (7) week pre-service training academy to the County shall be \$810.00 through the term of this Agreement.

2.2 In-Service Training

- 2.2.1 All weapons, ammunition and targets to complete the training for Firearms Certification will be provided by the County for their employees as directed by COTA.
- 2.2.2 The cost for In-Service Training to the County shall be \$21.50 per day per participant. A prorated fee for incomplete courses shall apply.
- 2.2.3 COTA will provide staff instructor and certification for In-Service classes. The Department will provide the County with available academy dates for the calendar year.

3 The Department Agrees

- 3.1 To provide complete usage of its facility, and shall provide the following amenities including, but not limited to: housing, food, classroom, textbooks, weapon(s) and ammunition for training purposes. Weapons provided by COTA and used by candidates for training shall remain the property of COTA.
- 3.2 To invoice the County for payment within seven (7) days of graduation. Invoices shall include:

Cadet's Name  
Referring Agency  
Dates of Training  
Total amount invoiced

- 3.3 Invoices will be sent to the County at the following address:

Gila County Sheriff's Office  
Attention: Accounts Payable  
PO Box 311  
Globe, AZ 85502

4 The County Agrees

- 4.1 To make payment within thirty (30) days from the date of invoice and made payable to the following:

Correctional Officers Training Academy  
Attn: Business Manager  
5601 West Trails End Road  
Tucson, AZ 85745-9638

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**5      Special Terms and Conditions**

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**5.1      Term of Agreement**

5.1.1 This Agreement shall commence effective May 1, 2019 for a period of four (4) years thereafter, unless terminated or cancelled, as otherwise provided herein.

**5.2      Termination**

5.2.1 This Agreement may be terminated, without cause, by either party by provision of prior written notice to the other. Such **Notice of Termination** shall be effective thirty (30) calendar days after mailing by certified mail, return receipt requested, to the other party.

**5.3      Agreement Changes**

5.3.1 Any changes to this Agreement shall be handled by formal amendment through the Department, Procurement Services office signed by both parties.

**5.4      Unlawful Sexual Conduct**

5.4.1 A person - who is employed by the State Department of Corrections or the Department of Juvenile Corrections; is employed by a private facility or a city or county jail; contracts to provide services with the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail; is an official visitor, volunteer or agency representative of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail - commits unlawful sexual conduct by intentionally or knowingly engaging in any act of a sexual nature with an offender who is in the custody of the State Department of Corrections, the Department of Juvenile Corrections, a private prison facility or a city or county jail or with an offender who is under the supervision of either Department or a city or county.

5.4.2 This section does not apply to a person who is employed by the State Department of Corrections, a private prison facility or a city or county jail or who contracts to provide services with the State Department of Corrections, a private prison facility or a city or county jail or an offender who is on release status if the person was lawfully married to the prisoner or offender on release status before the prisoner or offender was sentenced to the State Department of Corrections or was incarcerated in a city or county jail.

5.4.3 Unlawful sexual conduct with an offender who is under fifteen years of ages is a class 2 felony. Unlawful sexual conduct with an offender who is between fifteen and seventeen years of age is a class 3 felony. All other unlawful sexual conduct is a class 5 felony.

5.4.4 Unlawful sexual conduct; correctional facilities; classification; Definition  
A.R.S. § 13-1419.

5.5 Federal Prison Rape Elimination Act 2003

5.5.1 The County shall comply with the Federal Prison Rape Elimination Act of 2003.

5.6 Notice Warning

5.6.1 Any person who takes into or out of or attempts to take into or out of a correctional facility or the grounds belonging to or adjacent to a correctional facility, any item not specifically authorized by the correctional facility, shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their persons, vehicles, property or packages.

Definition: A.R.S. § 13-2501:  
A.R.S. § 13-2505,  
ADC Department Order 708

5.7 Contraband

5.7.1 Contraband means any dangerous drug, narcotic drug, intoxicating liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use of or possession would endanger the safety, security or preservation of order in a correctional facility or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e., marijuana, nonprescription medication, etc.).

Promoting prison contraband A.R.S. § 13-2505:

5.7.1.1 A person, not otherwise authorized by law, commits promoting contraband;

5.7.1.2 By knowingly taking contraband into a correctional facility or the grounds of such a facility; or

5.7.1.3 By knowingly conveying contraband to any persons confined in a correctional facility; or

5.7.1.4 By knowingly making, obtaining, or possessing contraband in a correctional facility.

Promoting Prison Contraband is a Class 5 felony:

Definition: A.R.S. § 13-2501:  
A.R.S. § 13-2505,  
ADC Department Order 708

5.8 Assignment and Delegation

5.8.1 Neither party shall assign any right nor delegate any duty hereunder without the express, written, prior consent of both parties.

5.9 Non-Availability of Funds

5.9.1 In accordance with A.R.S. § 35-154, every payment obligation of each party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to either party in the event this provision is exercised, and the parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

5.10 Audit of Records

5.10.1 Pursuant to A.R.S. § 35-214 and § 35-215, both parties shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to this Agreement for a period of five (5) years after completion of the Agreement. All records shall be subject to inspection and audit by either party at reasonable times. Upon request, a party shall produce a legible copy of any or all such records.

5.11 Cancellation for Conflict of Interest

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

5.12 Non-Discrimination

5.12.1 Pursuant to A.R.S. § 41-1461, each party shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability, or political affiliation. Each party shall comply with the Americans with Disabilities Act.

5.13 Third Party Antitrust Violations

5.13.1 Each party assigns to the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to either party, toward fulfillment of this Agreement.

5.14 Applicable Law

5.14.1 The laws of Arizona apply to this Agreement including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

5.15 Arbitration

5.15.1 The parties to this Agreement agree to resolve all disputes arising out of relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

5.16 Entire Agreement

5.16.1 This Agreement contains the entire understanding of the parties hereto. There are no representations or provisions other than those contained herein, any amendment or modification of this Agreement.

5.17 Indemnification

5.17.1 Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnatee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees or volunteers.

5.18 Insurance: Workers' Compensation

5.18.1 Gila County shall provide Workers' Compensation coverage for their employees participating in the services of this Agreement as provided by statute in the State of Arizona.

5.19 Offshore Performance of Work Prohibited

5.19.1 Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the agreement. This provision applies to work performed by subcontractors at all tiers.

5.20 Government Procurement; E-Verify Requirement A.R.S. §41-4401

5.20.1 That each contractor and subcontractor warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with section 23-214, subsection A.

5.20.2 That a breach of a warranty under paragraph 1 shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

5.20.3 That the government entity retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

5.21 Electronic or Information Technology

5.21.1 Products, services and maintenance shall comply with A.R.S. § 41-3531, which requires conformance with the requirements of Section 508 of the Rehabilitation Act of 1973. Failure to comply shall be considered a breach of the Contract.

5.22 Notices

5.22.1 All notices under this Agreement given by either party to the other shall be in writing and shall be delivered in person, email or sent by U.S. Postal Service, postage prepaid and addressed to the following individuals:

**Arizona Department of Corrections:**

Arizona Department of Corrections  
Procurement Services  
Attn: Ken Sanchez, Chief Procurement Officer  
1645 West Jefferson, M/C 55302  
Phoenix, AZ 85007  
(602) 364-3786 Phone  
(602) 364-3780 Fax

**Gila County Sheriff's Office:**

Gila County Sheriff's Office  
Attn: Sheriff J. Adam Shepherd  
Mail: PO Box 311  
Globe, AZ 85502  
Email: [ashepherd@gilacountyaz.gov](mailto:ashepherd@gilacountyaz.gov)  
(928) 425-4449 Phone  
(928) 425-5674 Fax

**ARF-5510**

**Regular Agenda Item 3. D.**

**Regular BOS Meeting**

Meeting Date: 06/18/2019

Submitted For: Adam Shepherd, Sheriff

Submitted By: Debra Williams, 911 Coordinator

Department: Sheriff's Office

Fiscal Year: FY2020 - July 2019 through June 2020      Budgeted?: No

Contract Dates July 1, 2019 thru      Grant?: Yes  
Begin & End: June 30, 2020

Matching No      Fund?: New  
Requirement?:

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Information

Request/Subject

FY2020 9-1-1 Program Grant Agreement No. GFR-AZ911-004

Background Information

On December 4, 2018, the Board approved electronic submittal of a grant application to the Arizona 9-1-1 Program Office for the FY2020 9-1-1 program budget. The budget was developed based on the addition of 8% for unforeseeable vendor costs fluctuation, in accordance with previous budgets written by Arizona 9-1-1 Program personnel. On February 21, 2019, an application in the amount of \$224,984 was successfully submitted via the state eCivis electronic portal (application attached).

Evaluation

On April 26, 2019, the award announcement was received with an outline of funding that supports the exact cost for twelve (12) months of the current CenturyLink Managed Services Contract, twelve (12) months of additional Telco circuits for 9-1-1 transfer to Miami PD and 9-1-1 call routing from Arizona Telephone Company (TDS) to Gila 9-1-1 Network PSAPs, plus 1.7% funds to support 9-1-1 System Coordinator responsibilities(announcement attached). There is no approval for additional equipment or cost fluctuation margin.

Conclusion

The final FY2020 9-1-1 Network budget award total is \$190,371. Management of the funds will include submission of annual statistics and monthly reports per the schedule listed in the agreement.

Upon completion of the W-9 and ACH forms (attached) by Finance, invoices received will be submitted for grant reimbursement through the State electronic eCivis system, allowing funds to be deposited and available prior to payment processing by the 9-1-1 System Coordinator.

#### Recommendation

It is the recommendation of Sheriff J. Adam Shepherd that the Board of Supervisors approve the FY2020 9-1-1 Program Grant Agreement No. GFR-AZ911-004 in the amount of \$190,371.

#### Suggested Motion

Information/Discussion/Action to approve FY2020 9-1-1 Program Grant Agreement No. GFR-AZ911-004 in the amount of \$190,371 for the performance period of July 1, 2019 through June 30, 2020. **(Debra Williams)**

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#### Attachments

FY2020 9-1-1 Budget Application

FY2020 9-1-1 Award Announcement

Grant Agreement Instructions

9-1-1 Program Grant Agreement

State of Arizona W-9 & ACH Forms

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## **1. Application/Project Title**

**Enter 9-1-1 System Name**

Gila 9-1-1 Network

## **2. Program/Project Congressional District (check all that apply)**

1, 4

## **3. Program/Project Legislative District (check all that apply)**

6, 7, 8

## **4. Scope of Work**

**The scope of work must respond to the solicitation. Refer to the NOFA for additional details of what to include in the scope of work.**

The goal of this grant application is to support operational costs of emergency communications infrastructure in the Gila 9-1-1 Network which consists of two (2) Public Safety Answering Points (PSAPs): Gila County Sheriff's Office - Globe (GilaCoSO) and Payson Police Department - Payson (PPD)

Both PSAPs operate as Primary, using the other as backup for 9-1-1 and text-to-911 services.

The Gila 9-1-1 Network is currently functioning on Next Generation 911 technology. Both PSAPs are implementing text-to-911 services using the West Safety Services integrated Text2-911 solution. Estimated date of public activation is June 30, 2019. Testing is for both PSAPs is set for April - May 2019.

Monthly Call Volume reports dated 01/01/2018 - 12/31/2018 for each PSAP are attached. GilaCoSO limits the number of Admin lines in the dispatch center to 4 PBX and 1 POTs used in 911 outage emergencies. The following numbers are reported:

GilaCoSO 9-1-1 = 15437 Admin = 2572

Payson PD 9-1-1 = 12941 Admin = 58946

Authorized Staffing for each PSAP:

GilaCoSO = 19 Authorized 7 Vacant

Payson PD = 17 Authorized 10 Vacant

The most recent traffic studies are attached as spreadsheets.

## **Scope of Work File Upload**

CenturyLinkManagedServicesAgreements.pdf

## 5. Project Timeline

**Detail each project objective, activity, expected completion date, and responsible person or organization.**

July 1, 2019 - June 30, 2020: Oversight of Gila 911 Network performance and budget - Debra Williams, 911 Systems Coordinator

October 2018 - June 30, 2019: Configuration and testing of text-to-911 services. GilaCoSO - Debra Williams, 911 Systems Coordinator; Payson PD - Jason Hazelo, PSAP Supervisor

July1, 2019 - June 30, 2020: Public implementation of text-to-911. GilaCoSO - Debra Williams, 911 Systems Coordinator; Payson PD - Jason Hazelo, PSAP Supervisor

## **6. Collaborative Elements and Partners**

**Provide detail regarding their collaboration efforts with the PSAPs within their community, local units of government, and applicable public or private partnerships and all 9-1-1 stakeholders**

The Gila 911 Network 911 Systems Coordinator facilitates a quarterly Regional PSAP meeting that includes the stakeholders listed below. Discussions include current issues, technology needs; improvement planning; etc.

Gila 911 Network stakeholders:

Gila County Sheriff's Office

Gila County GIS/MSAG Coordinator

Payson Police Department

Arizona DPS

Arizona 911

CenturyLink

West Safety Services

Verizon

AT&T

Sprint

T-Mobile

City of Globe

Town of Star Valley

Town of Miami

Town of Hayden

Town of Winkleman

Graham County

Greenlee County

Pinal County

## **7. Sustainability Plan**

**Identify future potential funding sources to ensure the projects and programs will be sustainable and ongoing beyond the funding availability**

Both PSAPs rely on 911 tax levies to sustain 911 network functionality; there is currently is no contingency funding for maintenance or improvement. All 911 dispatch and support positions are paid out of general fund monies by the respective agency.

## **8. Evaluation Plan**

**Identify how the program will be evaluated to determine if the program is meeting its stated goals**

The program will be evaluated through analysis of call statistics, monthly reports as required by the grant, and the status of equipment performance as monitored 24/7.

An official plan for system evaluation will be developed with each PSAP to include specific criteria and overarching standards. A tentative ETA for this project will be April 2020.

## **9. Project Goals and Objectives**

**Detail the goals of utilizing 9-1-1 Program funds to carry out specific projects detailed in the scope of work**

Text-to-911 implementation for 2 PSAPS is currently in progress. The integrated solution from West has been configured by CenturyLink and testing is pending . The FCC PSAP readiness form for GilaCoSO was submitted 10/04/2018 and the form for Payson PD is scheduled to be submitted on 02/22/2019. Wireless Service Providers will receive a Request for Service notification on 02/22/2019. A tentative date for public notification is June 30, 2019.

## **10. New or Updated Service Plan**

**New or Updated Service plan. If no updates are needed, a letter certifying no updates are needed for FY20.**

2019GilaCo911WirelinePlan.pdf

## **11. MOU Letter**

**Letter describing method System Administrator and local PSAPs are implementing to obtain MOUs by July 1, 2019**

MOU Letter.pdf

## **12. Annual Reliability Certification**

**Upload letter certifying request has been made of the Service Provider to complete Certification form by July 1, 2019.**

AnnualReliabilityCertificationReportRequest.pdf

**Other Upload**

MonthlyCallVolume\_GilaCoSO.pdf

**Other Upload**

MonthlyCallVolume\_PaysonPD.pdf

**Other Upload**

TrafficStudies.pdf

April 26, 2019

Arizona 9-1-1 Community,

ADOA-GFR is happy to announce the FY2020 Arizona 9-1-1 Program awards to 9-1-1 systems in the state. The awards totaling \$18,440,834 are for the performance period of July 1, 2019 to June 30, 2020. The ADOA-GFR staff has taken the past few months to review and analyze the costs to operate 9-1-1 systems across Arizona as submitted in the systems' budget proposals. The program allocation detailed below ensures a fair funding methodology in distributing funds and covers the current 9-1-1 services in Arizona.

*FY2020 Arizona 9-1-1 Program budget highlights:*

- *\$18.5 million in funding to Arizona 9-1-1 systems, representing an increase in the program size by nearly \$2 million over FY19*
- *Maintained funding for current managed services and legacy PSAPs*
- *Prioritized operational costs for 9-1-1 core services (wireline, wireless, NG9-1-1 costs). This includes all PSAPs that are currently on managed services platform*
- *Separated DPS from 3 existing systems into one separate statewide system*
- *Added new funding for two previously unfunded PSAPs*
- *Funding for GIS projects and additional PSAP requests to move to a managed services platform were not included in the FY2020 awards but will be addressed with the Federal NG 9-1-1 Grant.*

System Administrators will be receiving grant agreement packets and additional next steps will be sent out next week.

In addition, GFR staff will host a meeting to provide additional updates and training for the upcoming FY2020 grant period. An agenda will be provided in the upcoming weeks.

The meeting information is below:

**Date:** June 13, 2019

**Location:**

ADOA

100 North 15th Avenue

Conference Room 300

**Time:** TBD

*WebEx will be available*

The GFR staff is, and always has been, committed to 9-1-1 and the professionals that support this important program. Our commitment to you and the progress that has been made to date remains and will continue as we move even closer to statewide Next Generation 9-1-1 capabilities and services.

## Arizona State 9-1-1 Program

	FY20 Total Request	FY2020 Funding Allocation			FY19 Approved
		Operations Costs	1.67% Admin	FY20 Total Award	
<b>911 Systems</b>					
Cochise	\$ 478,526.00	428,931	5,386	434,317	\$ 676,030.00
Coconino	\$ 1,184,487.86	714,720	5,896	720,616	\$ 728,838.00
Colorado City	\$ 235,712.00	74,500	203	74,703	\$ 76,336.00
Gila County	\$ 224,984.00	188,100	2,271	190,371	\$ 196,790.00
Gila River	\$ 196,320.00	142,920	484	143,404	\$ 143,020.00
Graham County	\$ 195,652.86	105,840	1,576	107,416	\$ 111,920.00
Greenlee County	\$ 106,860.00	106,860	434	107,294	\$ 107,210.00
La Paz County	\$ 159,645.15	70,390	905	71,295	\$ 130,890.00
Maricopa Region	\$ 10,384,442.00	9,603,402	178,682	9,782,084	\$ 9,011,811.00
Mohave County	\$ 1,454,198.00	381,835	8,598	390,433	\$ 379,601.00
NAUA	\$ 924,819.37	232,621	7,294	239,915	\$ 340,660.00
Pima County	\$ 5,171,190.78	2,726,492	42,741	2,769,233	\$ 2,986,696.00
Pinal County	\$ 570,077.02	560,713	16,543	577,256	\$ 515,480.00
Santa Cruz County	\$ 260,355.85	198,927	2,165	201,092	\$ 175,130.00
Winslow	\$ 98,365.05	86,369	396	86,765	\$ 99,288.00
Yavapai County	\$ 908,786.76	908,787	9,560	918,346	\$ 570,168.00
Yuma County	\$ 985,603.62	687,220	9,307	696,527	\$ 593,080.00
AZDPS		919,916	9,852	929,767	
<b>TOTAL</b>	<b>\$ 23,540,026.32</b>	<b>\$ 18,138,543</b>	<b>\$ 302,291</b>	<b>\$ 18,440,834</b>	<b>\$ 16,842,948.00</b>

### **Grant Agreement Instructions:**

1. Process the grant agreement utilizing your agency's internal policies and procedures
2. Do not add name of authorized signatures on page 7 of grant agreement. There are two lines on page 7, one requests you to **print** the appropriate individual's name and title. The second line requests the appropriate individual to **sign** the agreement
3. If your legal council has questions or would like to amend provisions of the agreement, please contact a staff member of GFR **before** altering the agreement
4. ADOA is the final signature. A copy will be sent back to you for your records
5. Email signed grant agreement to: [az911@gmail.com](mailto:az911@gmail.com)

ARIZONA DEPARTMENT OF ADMINISTRATION  
OFFICE OF GRANTS AND FEDERAL RESOURCES  
9-1-1 PROGRAM  
GRANT AGREEMENT

GFR Grant Number: GFR-AZ911-20-004

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This Grant Agreement (“**Agreement**”) is between Gila County, acting as System Administrator, (“**Grantee**”), participating and the State of Arizona, acting through the Arizona Department of Administration (“**ADOA**”), Office of Grants and Federal Resources (“**GFR**”) (sometimes, individually, a “**Party**,” or collectively, “**Parties**”).

**AUTHORIZATION**

1. Executive Order 2013-09 authorizes the Office of Grants and Federal Resources to establish partnerships and working relationships with private and local government entities to enhance Arizona’s ability to procure and manage grants.

**BACKGROUND**

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

**PURPOSE OF THE AGREEMENT**

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

**TERM, EFFECTIVE DATE, AND Termination**

4. Term and Effective Date: This Agreement will commence on July 1, 2019 and terminate on June 30, 2020. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by GFR. A request for an extension must be received by GFR, sixty (60) days prior to the end of the award period. GFR in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.
5. Termination:
  - 5.1. In the event of a material breach of any provision of this Agreement, the non-breaching Party shall give written notice to the breaching Party specifically setting forth the nature of the breach. Upon being served with such notice, the breaching Party shall have ten (10) days in which to cure said breach. If said breach has not been cured within the ten (10) days, then the non-breaching Party may terminate this Agreement.
  - 5.2. In accordance with A.R.S. § 38-511, State, it’s political subdivisions or any department or agency of either may, within three years after execution cancel the Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State, at any time while the Agreement is in effect, becomes an employee or agent or any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

**OBLIGATIONS OF THE PARTIES**

6. Responsibilities of the Grantee:
  - 6.1. Grantee agrees that grant funds will be used in accordance with applicable statutes, program rules, guidelines and special conditions.
  - 6.2. GRANTEE agrees that it will submit financial and activity reports to GFR in a format provided by GFR, documenting the activities supported by these grant funds and providing an assessment of the impact of these

activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

- 6.3. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or GFR-approved payments. Reports are due pursuant to the schedule listed in this agreement.
- 6.4. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by GFR.
- 6.5. The final request for reimbursement of grant funds must be received by GFR no later than sixty (60) days after the last day of the award period.
- 6.6. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.
- 6.7. Grantee agrees to remit all unexpended grant funds to GFR within thirty (30) days of written request received from GFR.
- 6.8. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.
- 6.9. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.
- 6.10. Grantee agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.
- 6.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.
- 6.12. Required activity and financial reports are submitted according to the following schedule(s):

ACTIVITY REPORTS			
Report Due:		Due Date:	
MIS Report for CY 2019		January 25, 2020	
Level of Service (Traffic Busy Study Report)		April 25, 2020	
GIS Accuracy Report		June 25, 2020	

FINANCIAL REPORTS			
Report Period:	Due Date:	Report Period:	Due Date:
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

\*More frequent reports may be required for GRANTEES who are considered high risk.

## 7. Responsibilities of the State:

- 7.1. It is agreed and understood that the total to be paid by GFR under this Agreement shall not exceed \$190,371 in state funds.
- 7.2. Once the financial reimbursement request is approved by GFR, payment to Grantee will be completed within 5 business days.
- 7.3.

<b>APPROVED LINE ITEM PROGRAM BUDGET</b>	
Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual/Outside Services	\$188,100
Construction	\$0.00
Other Costs	\$2,271
<b>Total</b>	<b>\$190,371</b>

#### **MISCELLANEOUS TERMS**

8. In accordance with ARS § 35-154, every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
9. In accordance with A.R.S. § 35-214, the GRANTEE shall retain all data, books, and other records (“records”) relating to this Agreement for a period of five years from the last financial report submitted to GFR. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. Upon request, the Grantee shall produce the original of any or all such records to the offices of the Arizona Department of Administration
10. The Parties warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that:
- 10.1. Any contractor or subcontractor who is contracted by a party to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A);
- 10.2. That any breach of the warranty in paragraph 10.1 shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement;
- 10.3. The Parties retain the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in paragraph 10.1 and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection; and
- 10.4. Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

11. The Parties shall comply with the provisions of State Executive Order 2009-9, Title VI of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.
12. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.
13. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.
14. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.
15. Any change, modification, or extension of this Agreement must be submitted through GFR's online grant management system, eCivis, and approved by GFR.
16. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.
17. The Parties agree that all the conditions set forth herein are material to this Agreement and a breach of any condition is a breach of this Agreement.
18. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.
19. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
20. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.
21. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.
22. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
23. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.
24. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
25. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

26. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for GFR to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

27. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Office of Grants and Federal Resources:

Arizona Department of Administration  
Office of Grants and Federal Resources- State 9-1-1 Program  
100 North 15<sup>th</sup> Avenue, Suite 305  
Phoenix, AZ 85007  
Attention: Matthew Hanson

B. If to the GRANTEE:

Gila County- Gila County Sheriff's Office  
1342 E. Monroe Street  
PO Box 311  
Globe, AZ 85502  
Attention: 9-1-1 Coordinator

Arizona Department of Administration  
Office of Grants and Federal Resources  
**9-1-1 Program**

**GRANT AGREEMENT CONTINUATION SHEET  
SPECIAL CONDITION(S)**

1. GRANTEE must submit a current service plan to GFR. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.
2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.
3. GRANTEE must notify GFR within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if GFR assumes responsibility of the duties under this agreement.
4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: <https://gao.az.gov>
5. GRANTEE must share GIS data, at minimum, two (2) times per fiscal year upon request from GFR, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.  
**FOR GRANTEE:**

---

Authorized Signatory

Date

---

Printed Name and Title

---

Additional signature(s) if required by political subdivision

Date

---

Printed Name and Title

Date

Attest:

---

Clerk

Date

**Note:** If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to GFR with the signed Agreement.

**Approved as to form and authority to enter into Agreement (Excluding non-profits):**

---

Legal counsel for GRANTEE

Date

---

Printed Name and Title

**Statutory or other legal authority to enter into Agreement (Excluding non-profits):**

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Appropriate A.R.S., ordinance, or charter reference

**FOR OFFICE OF GRANTS AND FEDERAL RESOURCES:**

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Matthew Hanson, Assistant Director  
Arizona Department of Administration  
Office of Grants and Federal Resources

Date

## State of Arizona Substitute W-9: Request for Taxpayer Identification Number and Certification

**Submit completed form to the State of Arizona Agency with whom you are doing business with for review and authorization.**

1	<b>Type of Request (Must select at least ONE)</b> <input type="radio"/> New Request <input type="radio"/> New Location (Additional Address ID) <input type="radio"/> Change - Select the type(s) of change from the following: <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <input type="checkbox"/> Tax ID    <input type="checkbox"/> Legal Name    <input type="checkbox"/> Entity Type    <input type="checkbox"/> Minority Business Indicator  <input type="checkbox"/> Main Address    <input type="checkbox"/> Remittance Address    <input type="checkbox"/> Contact Information         </div> </div>								
2	<b>Taxpayer Identification Number (TIN) (Provide ONE Only)</b> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 5px;"> <div>TIN       -       -       -       -</div> <div style="color: red; font-weight: bold;">OR</div> <div>SSN       -       -       -</div> </div>								
3	<b>Entity Name</b> (As it appears on IRS EIN records, IRS Letter CP575, IRS Letter 147C or Social Security Administration Records, Social Security Card. If Individual, Sole Proprietor, Single Member LLC, enter First, Middle, Last Name.) <div style="margin-top: 5px;"> <input style="width: 100%;" type="text"/> Legal Name  <input style="width: 100%;" type="text"/> DBA Name         </div>								
4	<b>Entity Type</b> (Must select ONE of the following) <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="radio"/> Individual/Sole Proprietor or Single-Member LLC  <input type="radio"/> Corporation  <input type="radio"/> Partnership  <input type="radio"/> Limited Liability Company (LLC) including Corporations &amp; Partnerships         </td> <td style="width: 50%; vertical-align: top;"> <input type="radio"/> The US or any of its political subdivisions or instrumentalities  <input type="radio"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities  <input type="radio"/> Other: Tax Reportable Entity  <input type="radio"/> Other: Tax Exempt Entity         </td> </tr> <tr> <td colspan="2" style="text-align: right; padding-right: 10px;"><b>Description</b></td> </tr> </table>			<input type="radio"/> Individual/Sole Proprietor or Single-Member LLC <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Limited Liability Company (LLC) including Corporations & Partnerships	<input type="radio"/> The US or any of its political subdivisions or instrumentalities <input type="radio"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities <input type="radio"/> Other: Tax Reportable Entity <input type="radio"/> Other: Tax Exempt Entity	<b>Description</b>			
<input type="radio"/> Individual/Sole Proprietor or Single-Member LLC <input type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Limited Liability Company (LLC) including Corporations & Partnerships	<input type="radio"/> The US or any of its political subdivisions or instrumentalities <input type="radio"/> A state, a possession of the US, or any of their political subdivisions or instrumentalities <input type="radio"/> Other: Tax Reportable Entity <input type="radio"/> Other: Tax Exempt Entity								
<b>Description</b>									
5	<b>Minority Business Indicator</b> (Must select ONE of the following) <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 33%; vertical-align: top;"> <input type="radio"/> Small Business  <input type="radio"/> Small Business- African American  <input type="radio"/> Small Business- Asian  <input type="radio"/> Small Business - Hispanic  <input type="radio"/> Small Business- Native American  <input type="radio"/> Small Business- Other Minority  <input type="radio"/> Small, Woman Owned Business  <input type="radio"/> Small, Woman Owned Business- African American  <input type="radio"/> Small, Woman Owned Business- Asian         </td> <td style="width: 33%; vertical-align: top;"> <input type="radio"/> Small, Woman Owned Business- Hispanic  <input type="radio"/> Small, Woman Owned Business- Native American  <input type="radio"/> Small, Woman Owned Business- Other Minority  <input type="radio"/> Woman Owned Business  <input type="radio"/> Woman Owned Business- African American  <input type="radio"/> Woman Owned Business- Asian  <input type="radio"/> Woman Owned Business- Hispanic  <input type="radio"/> Woman Owned Business- Native American  <input type="radio"/> Woman Owned Business- Other Minority         </td> <td style="width: 33%; vertical-align: top;"> <input type="radio"/> Minority Owned Business- African American  <input type="radio"/> Minority Owned Business- Asian  <input type="radio"/> Minority Owned Business- Hispanic  <input type="radio"/> Minority Owned Business- Native American  <input type="radio"/> Minority Owned Business- Other Minority  <input type="radio"/> Non-Profit, IRC §501(c)  <input type="radio"/> Non-Small, Non-Minority or Non-Woman Owned Business  <input type="radio"/> Individual, Non-Business         </td> </tr> </table>			<input type="radio"/> Small Business <input type="radio"/> Small Business- African American <input type="radio"/> Small Business- Asian <input type="radio"/> Small Business - Hispanic <input type="radio"/> Small Business- Native American <input type="radio"/> Small Business- Other Minority <input type="radio"/> Small, Woman Owned Business <input type="radio"/> Small, Woman Owned Business- African American <input type="radio"/> Small, Woman Owned Business- Asian	<input type="radio"/> Small, Woman Owned Business- Hispanic <input type="radio"/> Small, Woman Owned Business- Native American <input type="radio"/> Small, Woman Owned Business- Other Minority <input type="radio"/> Woman Owned Business <input type="radio"/> Woman Owned Business- African American <input type="radio"/> Woman Owned Business- Asian <input type="radio"/> Woman Owned Business- Hispanic <input type="radio"/> Woman Owned Business- Native American <input type="radio"/> Woman Owned Business- Other Minority	<input type="radio"/> Minority Owned Business- African American <input type="radio"/> Minority Owned Business- Asian <input type="radio"/> Minority Owned Business- Hispanic <input type="radio"/> Minority Owned Business- Native American <input type="radio"/> Minority Owned Business- Other Minority <input type="radio"/> Non-Profit, IRC §501(c) <input type="radio"/> Non-Small, Non-Minority or Non-Woman Owned Business <input type="radio"/> Individual, Non-Business			
<input type="radio"/> Small Business <input type="radio"/> Small Business- African American <input type="radio"/> Small Business- Asian <input type="radio"/> Small Business - Hispanic <input type="radio"/> Small Business- Native American <input type="radio"/> Small Business- Other Minority <input type="radio"/> Small, Woman Owned Business <input type="radio"/> Small, Woman Owned Business- African American <input type="radio"/> Small, Woman Owned Business- Asian	<input type="radio"/> Small, Woman Owned Business- Hispanic <input type="radio"/> Small, Woman Owned Business- Native American <input type="radio"/> Small, Woman Owned Business- Other Minority <input type="radio"/> Woman Owned Business <input type="radio"/> Woman Owned Business- African American <input type="radio"/> Woman Owned Business- Asian <input type="radio"/> Woman Owned Business- Hispanic <input type="radio"/> Woman Owned Business- Native American <input type="radio"/> Woman Owned Business- Other Minority	<input type="radio"/> Minority Owned Business- African American <input type="radio"/> Minority Owned Business- Asian <input type="radio"/> Minority Owned Business- Hispanic <input type="radio"/> Minority Owned Business- Native American <input type="radio"/> Minority Owned Business- Other Minority <input type="radio"/> Non-Profit, IRC §501(c) <input type="radio"/> Non-Small, Non-Minority or Non-Woman Owned Business <input type="radio"/> Individual, Non-Business							
6	<b>Veteran Owned Business</b> <input type="checkbox"/> YES <input type="checkbox"/> NO								
7	<b>Entity Address</b> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div> <b>Main Address</b> (Where tax information and general correspondence is to be mailed)  <div style="margin-top: 5px;"> <input style="width: 100%;" type="text"/> Address Line 1  <input style="width: 100%;" type="text"/> Address Line 2  <div style="display: flex; justify-content: space-between;"> <input style="width: 30%;" type="text"/> City                  <input style="width: 20%;" type="text"/> State                  <input style="width: 30%;" type="text"/> Zip code             </div> </div> </div> <div> <b>Remittance Address</b> (Where payment is to be mailed)    <input type="checkbox"/> Same as Main  <div style="margin-top: 5px;"> <input style="width: 100%;" type="text"/> Address Line 1  <input style="width: 100%;" type="text"/> Address Line 2  <div style="display: flex; justify-content: space-between;"> <input style="width: 30%;" type="text"/> City                  <input style="width: 20%;" type="text"/> State                  <input style="width: 30%;" type="text"/> Zip code             </div> </div> </div> </div>								
8	<b>Vendor Contact Information</b> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 50%;">Name</td> <td style="width: 50%;">Title</td> </tr> <tr> <td>Phone</td> <td>Email</td> </tr> <tr> <td>Ext.</td> <td>Fax</td> </tr> </table>			Name	Title	Phone	Email	Ext.	Fax
Name	Title								
Phone	Email								
Ext.	Fax								
9	<b>Exemption from Backup Withholding and FATCA Reporting:</b> Complete this section if it is applicable to you. See instructions for more details <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <input style="width: 45%;" type="text"/> Exemption Code for Backup Withholding            <input style="width: 45%;" type="text"/> Exemption Code for FATCA Reporting       </div>								
10	<b>Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct Taxpayer Identification Number, and 2. I am not subject to Backup Withholding because: (a) I am exempt from Backup Withholding, or (b) I have not been notified by the IRS that I am subject to Backup Withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to Backup Withholding, and 3. I am a US citizen or other US person, and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. <b>Certification instructions:</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.								
	<b>Signature</b>	<b>Print Name</b>	<b>Date</b>						

# The State of Arizona Substitute W-9 Form Instructions

The State of Arizona (State), like all organizations that file an information return with the IRS, must obtain your correct Taxpayer Identification Number (TIN) to report income paid to you or your organization. The State uses the Substitute W-9 Form to obtain certification of your TIN in order to ensure accuracy of information contained in its payee/vendor system and to avoid Backup Withholding as mandated by the IRS. According to IRS regulations, the State must withhold 28% of all payments if a vendor/payee fails to provide the State its certified TIN. The Substitute Form W-9 certifies a vendor/payee's TIN. Any vendor/payee who wishes to do business with the State must complete the Substitute W-9 Form.

**Part 1 - Type of Request:** Select only one.

**Part 2 - Taxpayer Identification Number (TIN):** Enter your nine-digit TIN. The TIN is either your nine-digit Social Security Number (SSN) assigned by the Social Security Administration (SSA) or Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS).

**Part 3 - Entity Name:** Enter the legal name as it appears on IRS EIN records, IRS Letter CP575, IRS Letter 147C or Social Security Administration Records, Social Security Card. If Individual, Sole Proprietor, Single Member LLC, enter First, Middle, Last Name. Enter your DBA in the designated line if applicable.

**Part 4 - Entity Type:** Select only one for TIN given.

**Part 5 - Minority Business Indicator:** Select only one for TIN given.

**Part 6 - Veteran Owned Business:** Select only one for TIN given.

**Part 7 - Entity Address:** List the locations for tax reporting purposes and where payments should be mailed.

**Part 8 - Entity Contact Information:** List the contact information.

**Part 9 - Backup Withholding and FATCA Exemptions:** If you are exempt from Backup Withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you.

**Backup Withholding Exemption Codes:** Generally, Individuals (including Sole Proprietors) are not exempt from Backup Withholding. Additionally, Corporations are not exempt from Backup Withholding when supplying legal or medical services. If you do not fall under the categories below, leave this field blank. The following codes identify payees that are exempt from Backup Withholding:

Code 1: An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b) (7) if the account satisfies the requirements of section 401(f) (2)

Code 2: The United States or any of its agencies or instrumentalities

Code 3: A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or Instrumentalities

Code 4: A foreign government or any of its political subdivisions, agencies, or instrumentalities

Code 5: A corporation

Code 6: A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States Code 7: A futures commission merchant registered with the Commodity Futures Trading Commission

Code 8: A real estate investment trust

Code 9: An entity registered at all times during the tax year under the Investment Company Act of 1940

Code 10: A common trust fund operated by a bank under section 584(a)

Code 11: A financial institution

Code 12: A middleman known in the investment community as a nominee or custodian

Code 13: A trust exempt from tax under section 664 or described in section 4947

**FATCA Exemption Codes:** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. If you are only submitting this form for an account you hold in the United States, leave this field blank. The following codes identify payees that are exempt from FATCA Reporting:

Code A: An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a) (37)

Code B: The United States or any of its agencies or instrumentalities

Code C: A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

Code D: A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

Code E: A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c) (1) (i)

Code F: A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

Code G: A real estate investment trust

Code H: A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

Code I: A common trust fund as defined in section 584(a)

Code J: A bank as defined in section 581 Code K: A broker

Code L: A trust exempt from tax under section 664 or described in section 4947(a) (1)

Code M: A tax-exempt trust under a section 403(b) plan or section 457(g) plan

**Part 10 - Certification:** Please sign, date and provide preparer's name in appropriate space.

# ARIZONA

DEPARTMENT OF ADMINISTRATION  
GENERAL ACCOUNTING

## STATE OF ARIZONA ACH AUTHORIZATION FORM

Original form is preferred. Please contact Vendor.PayAutomation@azdoa.gov if you have questions about the form or setup process.

**DO NOT SUBMIT COMPLETED FORM TO STATE OF ARIZONA AGENCIES. SUBMIT COMPLETED FORM TO:**  
**DEPARTMENT OF ADMINISTRATION/GENERAL ACCOUNTING OFFICE**

**ATTN: VENDOR SETUP**  
**100 N 15TH AVE, STE 302**  
**PHOENIX, AZ 85007**

### Request Type (Select only ONE)

☐ New ☐ Change ☐ Cancellation, Cancellation Reason:

### Taxpayer Identification Number (TIN)

EIN

-

OR

SSN

-

-

### Legal Name, Address and Contact Information

Name		Phone		Ext
Address		City	State	Zip Code

### Change Information - FOR CHANGE REQUEST ONLY

Changing: ☐ Financial Institution ☐ Account Type ☐ Account Number ☐ Authorized Signers

Previous Financial Institution:

Previous Account Type:

☐ Checking ☐ Savings

Previous Account Number:

### AUTHORIZATION FOR NEW SETUP, CHANGE(S) OR CANCELLATION

Pursuit to A.R.S. Sec. 35-185, I authorize the Arizona Department of Administration (ADOA), General Accounting Office (GAO) to process payments owed to me by the State of Arizona (State) via Automated Clearing House (ACH) deposits. The State shall deposit the ACH payments in the financial institution and account designated below. **I recognize that if I fail to provide complete and accurate information** on this authorization form, the processing of the form may be delayed or made impossible, and my electronic payments may be posted to the wrong account.

**I authorize the State to withdraw from the designated account all amounts deposited electronically in error in accordance with NACHA rules and timelines.**

If the designated account is closed or has an insufficient balance to allow withdrawal, then I authorize the State to withhold any payment owed to me by the State until the erroneously deposited amounts are repaid. If I decide to change or revoke this authorization, I recognize that I must forward such notice to the ADOA-GAO. The change or revocation is effective on the day the ADOA-GAO processes the request.

I certify that I have read and agree to comply with the State's rules governing payments and electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended, or repealed. I consent to, and agree to, comply with these rules even if they conflict with this authorization form.

I authorize the State to stop making electronic transfers to my account without advance notice.

I certify that I am authorized to contract for the entity receiving deposits pursuant to this agreement and that all information provided is accurate.

Name	Authorized Signature (Required)	Title	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### Additional Authorized Signers

Name	Authorized Signature	Title	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name	Authorized Signature	Title	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Addendum record format ☐ CTX ☐ CCD+ **Detailed ACH payment can also be viewed online at <http://venpay.gao.azdoa.gov>.**

### Financial Institution

Financial Institution Name		Phone		Ext
Address (Optional)		City	State	Zip Code
Routing Number	Account Number		Account Type	<input type="radio"/> Checking <input type="radio"/> Savings

### GAO USE ONLY

Verified by and date	Entered by and date	Vendor #	Address ID
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Entity Contact Verified by		Input verified & approved by	Doc Number Entered
<input type="text"/>		<input type="text"/>	<input type="text"/>

# STATE OF ARIZONA ACH AUTHORIZATION FORM INSTRUCTIONS

ORIGINAL FORM IS PREFERRED. ANY REQUEST FOR ACH PAYMENTS INTO MULTIPLE ACH ACCOUNTS WILL BE REVIEWED AND APPROVED ON A CASE-BY-CASE BASIS.

**DO NOT SUBMIT COMPLETED FORM TO STATE OF ARIZONA AGENCIES.  
SUBMIT COMPLETED FORM TO THE GENERAL ACCOUNTING OFFICE FOR REVIEW AND SETUP.**

**SUBMIT COMPLETED FORM TO:**

DEPARTMENT OF ADMINISTRATION/GENERAL ACCOUNTING OFFICE  
ATTN: VENDOR SETUP  
100 N 15<sup>TH</sup> AVE, STE 302 PHOENIX, AZ 85007

<b>Part 1 - Request Type:</b> Select one.
<b>Part 2 - Taxpayer Identification Number (TIN):</b> Enter your nine-digit TIN. The TIN is either your nine-digit Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS) or Social Security Number (SSN) assigned by the Social Security Administration (SSA), whichever one is associated with the Legal Name in Part 3.
<b>Part 3 - Legal Name, Address, and Contact Information:</b> Complete all information.
<b>Part 4 - Change Information (Change Request Only):</b> Check all boxes that correspond to the account information being changed.
<b>Part 5 - Authorization:</b> List at least one authorized signer and up to two additional authorized signers. Only an authorized signer is able to authorize new setup and changes.
<b>Part 6 - Financial Information:</b> Complete all information. Address is optional.
<b>Part 7 - General Accounting Office Use Only:</b> Do not complete.

**ARF-5477**

**Regular Agenda Item 3. E.**

**Regular BOS Meeting**

Meeting Date: 06/18/2019

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works Division: Recycling & Landfill Management

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Information

Request/Subject

Intergovernmental Agreement (IGA) to join the Southeastern Arizona Waste Tire Program Consortium

Background Information

Disposal of waste tires into landfills is prohibited by Arizona Revised Statutes Section 44-1304. All counties are required to establish a program for the disposal of waste tires. In 2009, Gila County, along with Graham, Greenlee, Cochise, and Santa Cruz Counties created the Southeastern Arizona Waste Tire Program Consortium and established a waste tire disposal program. The IGA expires at the end of this fiscal year (June 30, 2019).

Evaluation

The participating counties wish to continue the Southeastern Arizona Waste Tire Program Consortium. To continue, a new IGA needs to be in place by July 1, 2019. The Consortium has been a benefit to the participating counties and needs to be renewed.

Conclusion

It is in the best interest of Gila County to continue to participate in the Southeastern Arizona Waste Tire Program Consortium.

Recommendation

It is the recommendation of the Public Works Director to enter into the IGA to continue the Southeastern Arizona Waste Tire Program Consortium with the participating counties.

Suggested Motion

Information/Discussion/Action to approve an Intergovernmental Agreement between Cochise, Gila, Graham, Greenlee and Santa Cruz Counties (Consortium) to continue being a part of the Southeastern Arizona Waste Tire Program Consortium beginning July 1, 2019, for a period of 60 months with an automatic renewal of 60 months. **(Steve Sanders)**

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Attachments

2019 IGA & Contract

2009 IGA & Contract

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# **INTERGOVERNMENTAL AGREEMENT**

## **SOUTHEASTERN ARIZONA WASTE TIRE PROGRAM CONSORTIUM**

**WHEREAS**, the disposal of waste tires in landfills is prohibited by Arizona Revised Statutes Section 44-1304, and all Arizona Counties are required to establish a program for waste tire disposal, and

**WHEREAS**, ALL ARIZONA COUNTIES have established waste tire collection site(s) and said site(s) are regulated by the Arizona Department of Environmental Quality (ADEQ), and

**WHEREAS**, in accordance with ARS Section 44-1305, Counties may join with other Counties to establish a waste tire disposal program, and

**WHEREAS**, ARIZONA COUNTIES are authorized pursuant to ARS Section 11-952, to enter into Intergovernmental Agreements.

**NOW THEREFORE BE IT RESOLVED**, that the Counties of Cochise , Gila, Graham, Greenlee, and Santa Cruz have determined that a Consortium approach to the waste tire disposal program provides the most cost effective means in meeting disposal requirements contained within ARS 44-1304 and agreed that Santa Cruz County act as the lead County in securing appropriate service provider(s).

**BE IT FURTHER RESOLVED**, that the parties agree as follows:

1. Santa Cruz County, on behalf of the Consortium, shall secure provider(s) as necessary for the loading, transporting, and disposal services for waste tires and shall prepare agreement(s) with the Contractor(s) receiving the award. The Agreement(s) shall include Technical Specifications as identified in Exhibit A, which is attached hereto and by this reference made a part hereof. Santa Cruz County shall be responsible for Consortium obligations as outlined in the Agreement(s) and shall not be authorized to modify the terms of the Agreement(s) without the written consent of participating COUNTIES.
2. Each Member COUNTY agrees to comply with all terms and conditions of the Agreement(s) with the identified Contractor(s), including compensation for services provided. In the event that the Contractor fails to comply with the terms of the respective Agreement(s), each individual participating COUNTY shall be authorized to pursue its own claims for relief, as may be appropriate.
3. Each Member COUNTY shall be responsible for submitting a waste tire management plan to ADEQ as required. Said submittal may indicate their participation in the Southeastern Arizona Waste Tire Disposal Consortium.
4. Each Member COUNTY pursuant to A.R.S. § 11-952(B)(3), shall be responsible for the establishment and maintenance of a budget for this Agreement and the financing thereof which shall be approved annually by the Members through their respective governing bodies. Financing may include commitment of general funds, grant funds, or other available financing.

5. Pursuant to A.R.S. § 11-952(B) (4), upon complete termination of this Agreement, each Member shall retain its respective property and property belonging to one which was furnished to the other shall be returned to the furnishing Member; upon partial termination of this Agreement, property no longer required for the execution of the Agreement shall be subject to the same return requirement.
6. It is agreed that each waste tire collection site(s) maintained by Consortium members is under the exclusive control and management of said member County, Santa Cruz County assume no responsibility, either expressed or implied, for the design, construction, maintenance, control, or any other activity associated with the operation of the collection site(s) except those site(s) located in Santa Cruz County.
7. Each Member COUNTY agrees to hold harmless and indemnify each of the other Consortium member Counties, their officers, employees, and agents individually and collectively from all fines, suits, claims, demands, actions, or liability of any kind, including attorney's fees arising in any manner out of the ownership, operation, or maintenance of collection site(s) of that County, or the activities of the Consortium.
8. Each Member COUNTY shall be responsible for submitting its own reports to Arizona Department of Environmental Quality as required by ARS §44-1306 and other applicable rules and regulations.
9. As required by A.R.S. § 41-4401, each Member hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each Member further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either Member 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 Member retains the legal right to inspect the papers of the other Members and its subcontractors engaged in performance of this Agreement to ensure that the other Member 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 Members may modify this paragraph consistent with state law.
10. 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.
11. All notices regarding CONSORTIUM Business shall be sent the attention of the individuals identified below at the addresses indicated:

MEMBER COUNTIES:

<b>COCHISE</b>	Martin D Haverty Director of Solid Waste 2595 Sagebrush Huachuca City, AZ 85635 Ph. 520-803-3798 Email: <a href="mailto:mhaverty@cochise.az.gov">mhaverty@cochise.az.gov</a>
<b>GILA</b>	Kenny Keith Landfill Manager 1400 E. Ash St Globe, AZ 85501 PH 928-402-8531 Cell 928-200-0028 Email: <a href="mailto:kkeith@co.gila.az.us">kkeith@co.gila.az.us</a>
<b>GRAHAM</b>	Chad Hogle Landfill Supervisor P.O. Box 272 Safford, AZ 85548 Ph. 928-432-4286
<b>GREENLEE</b>	David Manuz Public Works Manager P.O. Box 908 Clifton, AZ 85533 Ph. 928-687-2001 Email: <a href="mailto:dmanuz@co.greenlee.az.us">dmanuz@co.greenlee.az.us</a>
<b>SANTA CRUZ</b>	John Hays Solid Waste Manager 275 Rio Rico Drive Rio Rico, AZ 85648 Ph 520-375-7903 Email: <a href="mailto:jhays@santacruzcountyaz.gov">jhays@santacruzcountyaz.gov</a>

12. This agreement shall be effective on the 1<sup>st</sup> day of July, 2019 and shall remain in effect for a period of sixty (60) months. It shall automatically be renewed for one (1) additional sixty (60) month period, unless terminated earlier as herein provided. This agreement shall also be filed with the Secretary of State.
13. Any Member shall have the right to terminate this Agreement at any time upon giving the other members not less than 90-days prior written notice. Such notice shall designate a termination date.

COCHISE COUNTY

Attest:

\_\_\_\_\_  
Typed Name  
Chairman, Board of Supervisors

\_\_\_\_\_  
Typed Name  
Clerk of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Cochise County.

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

GILA COUNTY

Attest:

\_\_\_\_\_  
Tim R. Humphrey  
Chairman, Board of Supervisors

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Gila County.

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

\_\_\_\_\_  
Date

GRAHAM COUNTY

Attest:

\_\_\_\_\_  
Typed Name  
Chairman, Board of Supervisors

\_\_\_\_\_  
Typed Name  
Clerk of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Graham County.

\_\_\_\_\_  
Typed Name  
County Attorney

\_\_\_\_\_  
Date

GREENLEE COUNTY

Attest:

\_\_\_\_\_  
Typed Name  
Chairman, Board of Supervisors

\_\_\_\_\_  
Typed Name  
Clerk of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

This agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Greenlee County.

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date

EXHIBIT A  
CONTRACT

## **CONTRACT FOR SERVICES PURSUANT TO RFP #B-02-19-CO02 WASTE TIRE RECYCLING, REMOVAL AND FINAL DISPOSAL**

This contract is entered into by and between Santa Cruz County, a political subdivision of the State of Arizona, on behalf of the Southeastern Arizona Waste Tire Consortium (Consortium) and CRM of America, LLC, a California Corporation, (Contractor) for the purchase of WASTE TIRE RECYCLING, REMOVAL AND FINAL DISPOSAL services.

**WHEREAS**, the disposal of waste tires in landfills is prohibited by Arizona Revised Statutes Section 44-1304, and all Arizona Counties are required to establish a program for waste tire disposal, and

**WHEREAS**, ALL ARIZONA COUNTIES have established waste tire collection site(s) and said site(s) are regulated by the Arizona Department of Environmental Quality (ADEQ), and

**WHEREAS**, CONTRACTOR is qualified and willing to provide such services; and

**WHEREAS**, CONTRACTOR submitted the low responsive, responsible bid in response to RFP#B-02-19-CO02 for the said work, is qualified and willing to provide such services; and

**NOW, THEREFORE**, in consideration of the foregoing recitals and other valuable and good consideration the Parties hereto agree as follows:

### **A. TERM:**

1. This contract is for a term of sixty (60) months, beginning on the 1<sup>st</sup> day of July, 2019 and ending the 30<sup>th</sup> day of June 2024.
2. The Consortium, may at it's discretion and with the agreement of Contractor extend this contract for one (1) additional sixty (60) month term. The Consortium shall notify Contractor in writing of it's intent to extend the contract period at least thirty (30) calendar days prior to expiration of the original contract period.

### **B. SCOPE OF SERVICES:**

1. **PURPOSE:** The Southeastern Arizona Waste Tire Program intends to provide all residents, within the Consortium, an environmentally acceptable means to dispose of waste tires, in compliance with A.R.S §§44-1301-1307 and all applicable rules, regulations and guidelines.
2. **CONTRACTED SERVICES:** Contractor shall load, haul and deliver waste tires collected by the County at its Waste Tire Collection Site(s). Contractor may, at his sole discretion and cost, process waste tires prior to loading. Contractor shall deliver all waste tires under this agreement to a recycling plant that has all proper environmental approvals or permits.
3. **USE OF TERMS:** When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular.

4. NON-WAIVER: The failure of any party to this agreement, to insist in one or more instances upon the full and complete performance of any of the terms and provisions of this contract, to be performed on the part of the other or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future.

5. DEFINITIONS:

- a. "Consortium" means member Counties including Cochise, Gila, Graham, Greenlee, and Santa Cruz.
- b. "County" means individual member counties through their Waste Tire Program Coordinator (WTPC).
- c. "Standard tire" means a waste tire that can be processed without shearing, debanding or splitting. This definition shall include but not be limited to tires from automobiles, motorcycles, light trucks, truck tractor and semi-trailer combinations, golf carts, ATV'S, light industrial equipment, light aircraft and trailers.
- d. "Non-standard tire" means a waste tire which has a condition that would make it unsuitable for the routinely practiced methods of recycling. Tires that fit in this category shall be designated by mutual agreement of the Consortium and Contractor. Contractor may monofill properly processed non-standard tires in accordance with State regulations only upon specific written approval of the Consortium.
- e. "Oversized tire" means a waste tire that is over 4 feet in diameter.
- f. "Processing" means shredding, grinding, splitting, debanding, shearing or otherwise altering waste tires to a form suitable for recycling or transport.
- g. "Recycling" means the beneficial end-use of the waste tires once removed from the site and includes, but is not limited to, reuse, recapping, energy recovery or processing for material recover.
- h. "Site" means individual member County Waste Tire Collection Site (WTCS) as established under the State waste tire program.
- i. "Facility" means the individual collection site/s as identified in Paragraph B, its property boundaries and all activities conducted therein.
- j. "Plant" means any recycling facility which meets statutory and applicable rules, regulations and guidelines.
- k. "Waste tire" means a tire that is no longer suitable for its original intended purpose because of wear, damage or defect. "Tire" has the same definition as a "waste tire" in these specifications.
- l. "Reusable tire" means a tire casing that is designated to be retreadable, repairable or otherwise reused, for its originally intended purpose.

## C. WASTE TIRE COLLECTION SITES:

### 1. LOCATIONS:

COUNTY	LOCATION
<b>Cochise</b>	Western Regional Landfill Facility located two (2) miles north of Elfrida, Arizona, off of Highway 191, ¼ miles east on Thompson Road
<b>Gila</b>	Buckhead Mesa Landfill, North on Highway 87, across highway from Natural Bridge, one mile east to site Russell Gulch Landfill between Globe and Miami, close to Little Acres, west on US 60 on Russell Road 1.6 miles to entrance.
<b>Graham</b>	Regional Landfill Road Approximately three (3) miles North of the intersection of State Route 70 and 7th Avenue, Safford, Arizona.
<b>Greenlee</b>	Two miles east on Skyline View Road off Highway 191, mile post 157
<b>Santa Cruz</b>	West Frontage Road one mile north of the Peck Canyon Road Interchange on Interstate 19

### 2. CONTACT PERSONNEL AND HOURS OF PUBLIC ACCESS TO COLLECTION SITES:

#### COCHISE

Martin D Haverty  
Director of Solid Waste  
2595 Sagebrush  
Huachuca City, AZ 85635  
Ph. 520-803-3798  
Email: [mhaverty@cochise.az.gov](mailto:mhaverty@cochise.az.gov)

Monday - Saturday  
8:00 am to 4:00 pm

#### GILA

Kenny Keith  
Landfill Manager  
1400 E. Ash St  
Globe, AZ 85501  
PH 928-402-8531  
Cell 928-200-0028  
Email: [kkeith@co.gila.az.us](mailto:kkeith@co.gila.az.us)

Monday - Saturday  
8:00 am to 4:00 pm

#### GRAHAM

Chad Hogle  
Landfill Supervisor  
P.O. Box 272  
Safford, AZ 85548  
Ph. 928-432-4286

Monday - Friday: 7:30am -4:00pm  
Saturday 8:30 am to 2:30 pm

<b>GREENLEE</b>	David Manuz Public Works Manager P.O. Box 908 Clifton, AZ 85533 Ph. 928-687-2001 Email: <a href="mailto:dmanuz@co.greenlee.az.us">dmanuz@co.greenlee.az.us</a>	Tuesday - Saturday 7:00 am to 5:00 pm
<b>SANTA CRUZ</b>	John Hays Solid Waste Manager 275 Rio Rico Drive Rio Rico, AZ 85648 Ph 520-375-7903 Email: <a href="mailto:jhays@santacruzcountyaz.gov">jhays@santacruzcountyaz.gov</a>	Monday- Friday 8:00 am to 4:00 pm

3. **CONTRACTOR ACCESS:** Contractor shall have access for its purposes, as defined in the above hours for each County. Additional days and hours of access and operation may be negotiated with the approval of the County. If Contractor does not intend to operate continuously, it shall give the County a schedule of its intended operations or, in lieu thereof, forty-eight (48) hours advance notice of its operations at the Site.
4. **COUNTY WASTE TIRE PROGRAM COORDINATOR:** The County Coordinator shall be Contractor's primary point of contact on all operational matters related to this Contract.

#### **D. OBLIGATIONS OF CONTRACTOR**

1. **OPERATIONS AT TIRE COLLECTION SITE:** Contractor shall remove waste tires from the site in accordance with the following provisions:
  - a. **PERFORMANCE CRITERIA:** Within 45 days after the Notice of Proceed is issued, Contractor shall remove from the site all waste tires stored there, on the date of arrival of Contractor. Contractor shall maintain a schedule of removing tires from all waste tire sites that will prevent over 5,000 tires from accumulating at any one waste tire site location.
  - b. **PROCESSING METHODS:** Contractor may process tires at the site only upon written approval of the County. Contractor shall remove all whole or processed tires from the facility within 48 hours of removal from their storage position by Contractor.
  - c. **RECYCLING METHODS:** Contractor shall transport processed or whole tires only to recycling plants with proper environmental approvals or permits. Contractor shall include in the proposal the name, address, telephone number and contact person for each recycling plant to be utilized for recycling of waste tires handled under this Contract. If an alternate approved recycling method is used, Contractor shall submit to the Consortium the same information for each plant to which tires are to be transported and a description of the processes used at each plant.

- d. **TEMPORARY STOCKPILING:** Contractor may create as needed, temporary stockpiles as approved by the County. Contractor shall cooperate with County in keeping the site neat and orderly at all times, and in compliance with all local and State fire regulations related to tire storage. However, temporary stockpiling shall not preclude the requirement to remove all waste tires within 48 hours of removal from their storage position.
  - e. **SORTING OF TIRES:** Contractor shall be responsible for sorting tires as needed for Contractor's operations if incidental mixing of types occurs in piles of received tires. Contractor may institute a system to prescreen for reusable tires prior to processing or removal.
  - f. **RIM AND TUBE REMOVAL:** The Contractor shall be responsible for removal of waste tires with rims, tubes, tire shreds or related items.
2. **ON-SITE PROCESSING OPERATIONS:** Contractor shall not commence any on-site processing operation until it receives prior written approval from the County for such operations. County will permit on-site processing operations at the facility, provided the operations do not present an unreasonable disturbance to neighbors in the vicinity of the site or interfere with other activities at the facility. Contractor shall be responsible for the following:
- a. The safe operation of all tire processing equipment it moves onto and within the facility.
  - b. Proper training of its employees in the operation of such equipment as it might use.
  - c. Full enforcement of all applicable safety rules and regulations.
  - d. Supplying all power or fuel, operators, parts and maintenance of such equipment.
  - e. Clean-up of all debris, waste or residue resulting from the processing operations that may be deposited on the soil of the site or surrounding area.

Prior to installing processing operations at the facility, Contractor shall:

- f. Provide the Consortium and each member County with supplemental certificates of liability insurance covering all aspects of the processing or pre-processing operations which includes the Consortium and each member County as a named co-insured if such operations are not covered by the insurance certificates required in Paragraph C.3.
- g. Be responsible for obtaining any and all licenses and permits necessary to legally perform under this Contract.
- h. Receive written approval of County, through approval of Contractor's Operations and Disposal Plan (refer to Paragraph C.3.), or by separate written approval.

3. OPERATIONS AND DISPOSAL PLAN: Contractor shall present within fourteen (14) calendar days after notification of award of this contract a formal written Operations and Disposal Plan ("Plan") to the Consortium and member County's for approval. The Plan shall provide pertinent information about all of Contractor's intended operations. Contractor shall maintain the Plan up-to-date for the complete terms of this Contract. The Consortium may request additional information to substantiate details presented in the Plan. The Consortium reserves the right to call or visit the plants proposed by Contractor, for tire processing or recycling as listed in the Plan. The Consortium must approve the plan in writing prior to Contractor beginning operations. The plan shall contain, at a minimum, the following information:
- a. Name, address and telephone number (including a 24 hour emergency telephone number) of Contractor's manager responsible for its operations.
  - b. The intended days and hours of Contractor's operations at the site.
  - c. A listing of all hauling equipment Contractor may use in its transport operations. The listing shall identify each unit by make, model, year of manufacture and vehicle registration information (State of registration and tag number). Contractor may add to or delete from this listing with approval of the Consortium. County will tare weigh all transport equipment with its scale at the facility or,
  - d. Information on on-site tire processing and handling equipment to be used at the site, including make, model, year of manufacture, capacity, whether powered by gasoline or diesel fuel or electric motor, and days of operation.
  - e. Information on the proposed method reuse and or recycling of whole tires or processed tires as appropriate. Such information shall include the firm or plant name, address, and telephone number and the name of a responsible contact at the plant receiving whole tires or processed tires, the haul route to the receiving plant from the site, and the specific means by which the receiving facility uses or recycles the whole or processed tires.
  - f. Description of the methods used and locations of temporary stockpiles which may be created as part of Contractor's processing or removal operation.
  - g. Contractor shall take all necessary operational and safety precautions during the performance of services to prevent accidents from occurring. Contractor shall ensure all of its employees are properly licensed to operate. Contractor's equipment and are properly trained in its use. Contractor shall ensure that all vehicles and equipment used to perform services under this Contract are properly maintained and in good and safe working order.
  - h. Should an accident occur during the performance of duties under this Contract, Contractor shall immediately notify the proper authorities of the accident and shall proceed to assist those authorities in the investigation of the accident. Should an accident occur which results in injuries to people, contractor shall immediately act to obtain proper and appropriate medical aid for those individuals involved. As soon as possible, Contractor shall notify the Consortium and affected County of the time and location of the accident, the names of all persons involved, the nature and extent of injuries to any person, and all other particulars about the accident, including the names of the investigating authorities, if known.

4. **WEIGHING OF TRUCK:** Contractor shall weigh its transport equipment at the County's facility or, if no County scale exists, Contractor shall tare at the nearest State approved and certified scale along the transport route to determine loaded weight and tare weight. Tare weight and loaded weight of each transport unit shall be used to determine the weight of tires removed from the site and the payment for services to Contractor. The driver shall be in the truck's cab and the truck's fuel tanks shall be at least one-half full when the tare weight of each truck is determined.
5. **CONDITIONS TO OPERATE:** Contractor shall develop and perform its operations so as to have the least adverse impact on the operations of the site and facility.
  - a. Contractor shall avoid the creation of any nuisance or unreasonable disturbance, including dust, noise, odor and littering.
  - b. Contractor shall conduct its operation only during daylight hours. The engine exhausts of all equipment used by contractor shall be muffled. All engine exhaust mufflers shall be in good repair and shall not be bypassed.
6. **UNACCEPTABLE AND QUESTIONABLE MATERIALS:** Should any unacceptable or questionable material be discovered within the tire stockpiles, Contractor shall immediately notify the County.
7. **UNLAWFUL ACTIVITIES:** Contractor shall not store or discharge any contaminant, controlled substance, volatile, flammable or hazardous material or liquid at the site without approval from the County. Contractor shall not knowingly permit any activities by its employees to occur on the site which are unlawful or which could discharge or deposit unsuitable or unsafe materials on or contaminate the soil or air at the facility.
8. **INCLEMENT WEATHER:** Contractor understands that all-weather access to the site may not be available and, as such, the lack of all-weather access may restrict or temporarily prevent Contractor's tire processing, loading or removal operations.
9. **SUBCONTRACTORS:** Contractor shall provide a copy of all agreements Contractor has made with other parties in order to perform under this Contract. This shall include the name, phone number, and contact person for each party, the purpose of each agreement, and the effect on this Contract should Contractor's agreement with the other party be terminated.
10. **UTILITIES:** Utilities are not available for use by Contractor at the site. Any utilities required by Contractor or Contractor's employees, shall be the responsibility of Contractor. Contractor shall obtain prior written approval from County for utilities installation.
11. **PERSONAL PROPERTY OF CONTRACTOR:** Contractor may move personal property onto the site provided that such personal property is used by Contractor in its tire processing, loading or removal operations. Each item of Contractor's personal property moved on site, which has a value greater than \$50.00, shall be listed on an inventory delivered to and approved in writing by the County. Contractor shall add to or delete from this inventory as necessary to keep it current and inform County of the changes. Vehicles of Contractor engaged in tire removal operations and private vehicles of Contractor's employees parked on the facility during Contractor's operations are exempt from this

requirement. Contractor shall be responsible for requiring all of its equipment and vehicles and all private vehicles of Contractor's employees to be parked in a neat and orderly manner and in a location designated by the County when parked on County property.

12. **DAMAGE TO COUNTY PROPERTY:** Contractor is responsible for all repairs to or replacement of County property which may be damaged by its employees or agents. Contractor must report to County immediately if an incident occurs. County can withhold payment to compensate for damage done by Contractor.
13. **APPEARANCE AND DEMEANOR OF EMPLOYEES:** All employees of Contractor shall be appropriately dressed for the work being performed and shall conduct themselves, at all times, in a prudent and professional manner.
14. **OWNERSHIP OF TIRES:** Contractor assumes complete and sole ownership of all waste tires and waste tire materials at the time Contractor, first removes them from their storage position at the site.

#### **E. OBLIGATIONS OF COUNTY**

1. **USE OF SITE BY CONTRACTOR:** County will permit Contractor access to the site during the terms of this Contract as provided in Paragraph B. Use of the site by Contractor pursuant to this Contract shall be limited to those activities described herein.
2. **SECURITY MEASURES:** County will take reasonable precautions with regard to site security, including maintaining the perimeter fence and gates locked when the facility is unattended. The County shall keep Contractor informed of any new security measures, if such are installed at the facility.
3. **POSITIONING OF STOCKPILES:** County staff on duty at the facility will direct tire haulers to deliver standard, non-standard and oversized tires to separate stockpile locations as necessary. The stockpile location may be changed periodically to limit the fire risk at any one stockpile. County provides no guarantee regarding a minimum or maximum number of tires to be placed in any stockpile. Not all member counties separate tires by type when stockpiling.
4. **ACCESS TO STOCKPILES:** County will be responsible for providing access to each stockpile location, however Contractor understands that this may not be all-weather access.
5. **CONDITION OF STOCKPILED TIRES:** County will take reasonable measures to prevent excessive levels of dirt and other materials from getting on tires after they are delivered to the site.
6. **FIRE SUPPRESSION:** County, in conjunction with emergency response units, will be responsible for extinguishing tire fires at the facility. Contractor shall have no claim against the Consortium or County for lost revenue due to loss of tires to fire. Contractor shall be responsible for protecting itself from the effect of tire fires on its equipment or the cost of suppressing tire fires caused by its operations.
7. **INERT MATERIAL AND DEBRIS:** County will dispose of all inert material or debris (earth, rocks or concrete rubble) found within the tire stockpiles after Contractor has completed his tire removal operation.

## **F. COMPENSATION:**

1. **COMPENSATION BY THE CONSORTIUM:** The Consortium makes no guarantee regarding the minimum or maximum quantities of tires that are to be received at the site.
2. **WEIGHT AS BASIS FOR PAYMENT:** Contractor will be paid based on the weight of each type of tires removed from site, as determined by the County's scale at the facility or, if no County scale exists, Contractor shall tare weigh at the nearest State approved and certified scale along the transport route. The weight of tires removed shall be the difference between the loaded weight and the tare weight of the transport unit used by Contractor to fulfill the requirements of this Contract.
3. **APPROVAL OF INVOICE FORM:** Prior to presenting its first invoice, Contractor shall provide Contractor's proposed invoice format and supporting lists to each County Partner to for approval and to determine their conformance with the requirements of this Contract.
4. **INVOICE SUBMITTAL; INVOICE REJECTION:** Contractor's invoice shall include all information necessary to support the invoiced amount. County Partner reserves the right to reject and return to Contractor invoices with insufficient supporting documentation or to withhold payment of such invoices until sufficient supporting documentation is provided by Contractor.
5. **PAYMENT OF INVOICES:** Within twenty (20) days of Contractor completing the initial and each subsequent service, Contractor shall submit a typewritten or computer-generated invoice to County for payment for those tires which were transported from its site. Such invoices shall be sent to the attention of the County representative identified in Paragraph C. The beginning and ending dates of the invoice period shall be stated on the invoice. The invoice shall be supported by a summarized list of the truckloads and weight of tires by type. This list shall identify each load of tires by date, truck registration number, truck tare weight, truck loaded weight, net weight, destination and the compensation to be paid for the load of tires based on the established rates. This summarized list shall be further supported by photocopies of the receipt from the recycling plant for each load hauled. Payment terms shall be net 45 days from receipt date of fully completed invoice.
6. **ACCESS TO CONTRACTOR'S RECORDS:** Consortium reserves the right to audit Contractor's records pertaining to this Contract and any Subcontracts which affect this Contract. Contractor shall retain its records pertaining to this Contract for three years. Should the Consortium decide to exercise its right to audit Contractor's records, Consortium shall provide Contractor at least ten (10) days written notice. At Consortium's request, Contractor shall provide County audit staff an office and desk space to conduct its records review without distraction or interruption.
7. **PRICING:**

Passenger & Light Truck	\$76.05 per ton
Truck	\$93.93 per ton
Off-Road	\$140.96 per ton
Off-Road (Rimmed)	\$140.96 per ton

Transportation charges are waived for the Southeastern Arizona Waste Tire Consortium and all member County's.

## **G. TERMS AND CONDITIONS**

1. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the Consortium, individual County members, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs relating to this contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The scope of this indemnification does not extend to the negligence of the County.

2. **INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, 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 Consortium 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.

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

- a. **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

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

- b. **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)

\$1,000,000The policy shall be endorsed to include the following additional insured language: "The Member County's shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

c. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the Member County's.

4. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
  - a. On insurance policies where the Member County's are named as an additional insured, the Member County 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.
  - b. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
  - c. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
5. **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 (John Hays, 275 Rio Rico Drive, Rio Rico, AZ 85648) and shall be sent by certified mail, return receipt requested.
6. **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 Consortium in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
7. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Consortium with certificates of insurance (ACORD form or equivalent approved by the Consortium) 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 (John Hays, 275 Rio Rico Drive, Rio Rico, AZ 85648). The Consortium project/contract number and project description shall be noted on the certificate of insurance. The Consortium reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

#### **H. PENALTIES DUE TO NON PERFORMANCE:**

The Contractor shall meet or exceed the performance schedule for removal and recycling of waste tires as detailed in this contract. Failure to meet or exceed said schedule at any time may be considered a breach of contract. The Member County may notify Contractor that Contractor is behind schedule and that the Member County will levy liquidated damages unless within 30 days of notice the Contractor has brought its performance current with the requirements of the contract. Liquidated damages shall be levied for each day commencing on the 31<sup>st</sup> day after notice is mailed by the Member County. The parties agree that it would be difficult and impractical to ascertain the damage the Member County would incur in the event the Contractor fails to adhere to the performance schedule. Accordingly, the parties agree that liquidated damages of \$500.00 per calendar day will be levied until the Contractor is in conformance with the original schedule or until the contract is terminated by the Member County. The Member County shall have the right to retain any liquidated damages from payment that may be due to Contractor for every calendar day past thirty (30).

#### **I. NOTICES:**

All notices given pursuant to the terms of this Contract shall be in writing addressed to:

##### **For Consortium:**

John Hays  
275 Rio Rico Drive  
Rio Rico, AZ 85648

##### **Cochise County:**

Martin Haverty  
Director of Solid Waste  
2595 Sagebrush  
Huachuca City, AZ 85635

##### **Gila County:**

Kenny Keith  
Landfill Manager  
1400 E. Ash St.  
Globe, AZ 85501

**Graham County:**

Chad Hogle  
Landfill Supervisor  
City of Safford (Gila Resources)  
P.O. Box 272  
Safford, AZ 85548

**Greenlee County:**

David Manuz  
Public Works Director/Engineer  
P.O. Box 908  
Clifton, AZ 85533

**Santa Cruz County:**

John Hays  
275 Rio Rico Drive  
Rio Rico, AZ 85648

**J. REQUIREMENTS CONTRACT:**

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made and that performance is dependent upon need.

**K. TERMINATION:**

Santa Cruz County as representative of the Consortium may unconditionally terminate this Contract for convenience by providing one hundred eighty (180) calendar days notice to the Contractor.

Santa Cruz County as representative of the Consortium may terminate this contract if Contractor fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than twenty (20) calendar days after Consortium has notified Contractor of its intention to declare default.

**L. STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the Consortium may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Consortium is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. §38-511 the Consortium may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Consortium from any other party to the contract arising as the result of the Contract.

**M. OFFSET FOR DAMAGES:**

In addition to all other remedies at law or equity, the Consortium and Member County's may offset from any money due to the Contractor any amounts Contractor owes to the Consortium or individual Member County's for damages resulting from breach or deficiencies in performance under this Contract.

**N. SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of Santa Cruz County on behalf of the Consortium, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the RFP Number and identify the project.

**O. AMENDMENTS:**

All amendments to this Contract must be in writing and signed by both parties.

**P. AUDIT DISALLOWANCES:**

If at any time Consortium or Member County's determines that a cost for which overpayment has been made is a disallowed cost, such as an overpayment, Consortium or Member County shall notify the Contractor in writing of the disallowance. Consortium or Member County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

**Q. VALIDITY:**

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

**R. INTEGRATION:**

This contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

**S. COMPLIANCE WITH LAWS:**

Contractor will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Contract. The laws and regulations of the State of Arizona govern the rights of the Parties, the performance of this Contract, and any disputes hereunder. Any action relating to this Contract will be brought and maintained in Superior Court in Santa Cruz County. Any changes in the governing laws, rules, and regulations during the term of this Contract apply, but do not require an amendment.

**T. NON-DISCRIMINATION:**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this Contract as if set forth in full herein. During the performance of this Contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**U. NON-WAIVER:**

The failure of Consortium or County Members to insist in any one or more instances upon full and complete compliance with any of the terms and provisions of this Contract or to take any action permitted as a result thereof is not a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**V. NON-APPROPRIATION OF FUNDS:**

Notwithstanding any other provision in this Contract, Consortium or Member County's may terminate this Contract if for any reason the Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Contract. In the event of such termination, Consortium or Member County has no further obligation to CONTRACTOR, other than payment for services rendered prior to termination.

**W. CONTRACT DOCUMENTS:**

1. INCORPORATION OF DOCUMENTS: Contractor and Consortium in entering into this Contract have relied upon information provided in RFP#B-02-19-CO02, Waste Tire Recycling, Removal and Final Disposal and on information provided in the Contractor's response to this Solicitation. These documents are hereby incorporated into and made a part of this Contract by reference as if set forth in full herein.

2. ORDER OF PRECEDENCE: In the event of a conflict or inconsistency between or among the Documents incorporated into this Contract, the Contract Documents shall take precedence in the following order:

- a) This Contract
- b) Contractor Response to the Solicitation
- c) Instructions to Bidders
- d) Invitation to Bid

The parties may, by written mutual agreement, deviate from this order of precedence in resolving inconsistencies between or among Contract Documents. Any such Agreement interpreting the Contract shall be incorporated into the Contract by Amendment.

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 Contract may be modified, amended, altered or extended only by a written Amendment signed by the Parties.

**IN WITNESS WHEREOF**, the Parties have affixed their signatures to this Contract on the dates written below.

FOR Southeastern Arizona Waste Tire Consortium

Signature: \_\_\_\_\_

**Rudy Molera**

Chairman, Board of Supervisors

Date: May 22, 2019

This agreement has been reviewed pursuant to ARS 11-952, by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Santa Cruz County:

\_\_\_\_\_  
**Charlene Laplante**

Chief Deputy County Attorney

Date: May 22, 2019

FOR CRM of America, LLC:

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**EXHIBIT B**

**CRM of AMERICA BID DOCUMENTS**



**GRAHAM COUNTY**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

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Health (928) 428-1962

826 West Main Street, Safford, Arizona 85546

WIA (928) 428-7386

**DATE: FEBRUARY 10, 2009**

**TO: VALRIE BEJARANO, GILA COUNTY PUBLIC WORKS**

**FROM: NEIL KARNES, HEALTH DIRECTOR**

A handwritten signature in dark ink, appearing to read "Neil Karnes", is written over the "FROM" line.

**SUBJECT: EXECUTED AGREEMENTS**

**Enclosed are two executed copies of the Southeastern Arizona Waste Tire Consortium Agreement and one copy of the vendor agreement with CRM.**

**Thank you for your cooperation in this process.**

GILA

**Bejarano, Valrie**

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**From:** Bejarano, Valrie  
**Sent:** Wednesday, January 14, 2009 3:38 PM  
**To:** 'Nkarnes@graham.az.gov'  
**Cc:** Winters, Sharon  
**Subject:** IGA for SE Az Waste Tire Program Consortium  
**Importance:** High

Neil,

The Southeastern Arizona Waste Tire Program Consortium IGA has been approved by the Gila County Board of Supervisors and three (3) originals have been sent to your attention. Please return two (2) fully executed IGA's back to me when complete.

If you have any questions please don't hesitate to call or email.

Thank You Very Much,



Valrie Bejarano

Gila County Public Works  
1400 E. Ash St., Globe, AZ 85501  
928-402-8612 / 928-425-8104 fx

1/14/2009

**INTERGOVERNMENTAL AGREEMENT**  
**SOUTHEASTERN ARIZONA WASTE TIRE PROGRAM CONSORTIUM**

**WHEREAS, the disposal of waste tires in landfills is prohibited by Arizona Revised Statutes Section 44-1304, and all Arizona Counties are required to establish a program for waste tire disposal, and**

**WHEREAS, ALL ARIZONA COUNTIES have established waste tire collection site(s) and said site(s) are regulated by the Arizona Department of Environmental Quality (ADEQ), and**

**WHEREAS, in accordance with ARS Section 44-1305, Counties may join with other Counties to establish a waste tire disposal program, and**

**WHEREAS, ARIZONA COUNTIES are authorized pursuant to ARS Section 11-952, to enter into Intergovernmental Agreements.**

**NOW THEREFORE BE IT RESOLVED, that the Counties of Graham, Gila, Greenlee, Cochise, and Santa Cruz have determined that a Consortium approach to the waste tire disposal program provides the most cost effective means in meeting disposal requirements contained within ARS 44-1304 and agreed that Graham County act as the lead County in securing appropriate service provider(s).**

**BE IT FURTHER RESOLVED, that the parties agree as follows:**

- 1. Graham County, on behalf of the Consortium, shall secure provider(s) as necessary for the loading, transporting, and disposal services for waste tires and shall prepare agreement(s) with the Contractor(s) receiving the award. The Agreement(s) shall include Technical Specifications as identified in Exhibit A, which is attached hereto and by this reference made a part hereof. Graham County shall be responsible for Consortium obligations as outlined in the Agreement(s) and shall not be authorized to modify the terms of the Agreement(s) without the written consent of participating COUNTIES.**
- 2. Each Member COUNTY agrees to comply with all terms and conditions of the Agreement(s) with the identified Contractor(s), including compensation for services provided. In the event that a Contractor fails to comply with the terms of the respective Agreement(s), each individual participating COUNTY shall be authorized to pursue its own claims for relief, as may be appropriate.**
- 3. Each Member COUNTY shall be responsible for submitting a waste tire management plan to ADEQ as required. Said submittal may indicate their participation in the Southeastern Arizona Waste Tire Disposal Consortium.**
- 4. It is agreed that each waste tire collection site(s) maintained by Consortium members is under the exclusive control and management of said member County. Graham County assumes no responsibility, either expressed or implied, for the design, construction, maintenance, control, or any other activity associated with the operation of the collection site(s) except those site(s) located in GRAHAM COUNTY.**

5. Each Member COUNTY agrees to hold harmless and indemnify each of the other Consortium member Counties, their officers, employees, and agents individually and collectively from all fines, suits, claims, demands, actions, or liability of any kind, including attorney's fees arising in any manner out of the ownership, operation, or maintenance of collection site(s) of that County, or the activities of the Consortium.
6. Each Member COUNTY shall be responsible for submitting its own reports to Arizona Department of Environmental Quality as required by ARS 44-1306 and other applicable rules and regulations.
7. All notices regarding CONSORTIUM Business shall be sent the attention of the individuals identified below at the addresses indicated:

**MEMBER COUNTIES:**


**GRAHAM COUNTY**  
Terry Cooper, County Manager  
921 Thatcher Blvd.  
Safford, AZ 85546

**GILA COUNTY**  
Steve Besich, County Manager  
1400 East Ash Street  
Globe, AZ 85501

**COCHISE COUNTY**  
Michael Ortega, County Manager  
1415 W. Melody Lane, Bldg G  
Bisbee, AZ 85603

**SANTA CRUZ COUNTY**  
Gregory Lucero, County Manager  
2150 N. Congress Dr.  
Nogales, AZ 85621

**GREENLEE COUNTY**  
Deborah K. Gale, County Manager  
P.O. Box 908  
Clifton, AZ 85533

- 
8. This agreement shall be renewed and effective on the date that it is signed by all parties and shall remain in effect for a period of sixty (60) months. It shall automatically be renewed for one (1) additional sixty (60) month period, unless terminated earlier as herein provided. This agreement shall also be filed with the Secretary of State.
  9. Any party shall have the right to terminate this Agreement at any time upon giving the other parties not less than 90-days prior written notice. Such notice shall designate a termination date.

**CONSENT**

**GRAHAM COUNTY**

**Attest:**

  
James A. Palmer  
Chairman of the Board

  
Terry Cooper  
Clerk of the Board

12/1/08  
Date

12-1-08  
Date

This agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S § 11-952 by the undersigned County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Graham County.

  
Kenneth Angle  
County Attorney

12/23/08  
Date

**GILA COUNTY**

**Attest:**

Shirley L. Dawson, Chairman

**Typed Name**

**Chairman, Board of Supervisors**

Shirley L. Dawson  
**Signature**

**Chairman, Board of Supervisors**

1/13/09

**Date**

Steven L. Besich

**Signature Steven L. Besich**  
**Clerk of the Board**

1/13/09

**Date**


**This agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S § 11-952 by the undersigned County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Graham County.**

[Signature]  
**County Attorney**

*for  
Daisy Flores*  
1 5 9  
**Date**

**GREENLEE COUNTY**

**Attest:**

  
**Hector Ruedas**  
**Chairman, Board of Supervisors**

  
**Deborah K. Gale**  
**Clerk of the Board**

2/3/09  
**Date**

2/3/09  
**Date**

This agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S § 11-952 by the undersigned County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Graham County.

  
**Derek Rapier**  
**County Attorney**

1/2/09  
**Date**

COCHISE COUNTY

Attest:

RICHARD SEARLE

Typed Name  
Chairman, Board of Supervisors

Richard Searle

Signature  
Chairman, Board of Supervisors

1-13-2009

Date

Kelli L. Howard

Signature  
Clerk of the Board

1/13/09

Date

This agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S § 11-952 by the undersigned County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Graham County.

Britt Hansen


County Attorney

1/15/09

Date

**SANTA CRUZ COUNTY**

**Attest:**

  
\_\_\_\_\_  
**John C. Maynard**  
**Chairman, Board of Supervisors**

  
\_\_\_\_\_  
**Melinda Meek, Clerk of the Board**

1/13/09  
\_\_\_\_\_  
**Date**

1/13/09  
\_\_\_\_\_  
**Date**

**This agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S § 11-952 by the undersigned County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Santa Cruz County.**

  
\_\_\_\_\_  
**Leslie G. Spira, Deputy County Attorney**

January 13, 2009  
\_\_\_\_\_  
**Date**

**SOUTHEASTERN ARIZONA WASTE TIRE CONSORTIUM**  
**EXHIBIT A - TECHNICAL SPECIFICATIONS**

**A. SCOPE OF SERVICES**

1. **PURPOSE.** The Southeastern Arizona Waste Tire Program intends to provide all residents, within the Consortium, an environmentally acceptable means to dispose of waste tires, in compliance with ARS 44-1301-1307 and all applicable rules, regulations and guidelines.
2. **CONTRACTED SERVICES.** Contractor shall load, haul and deliver waste tires collected by the County at its Waste Tire Collection Site(s). Contractor may, at his sole discretion and cost, process waste tires prior to loading. Contractor shall deliver all waste tires under this agreement to a recycling plant that has all proper environmental approvals or permits.
3. **USE OF TERMS.** When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular.
4. **NON-WAIVER:** The failure of any party to this agreement, to insist in one or more instances upon the full and complete performance of any of the terms and provisions of this contract, to be performed on the part of the other or to take any action permitted as a result thereof, shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future.
5. **DEFINITIONS:**
  - a. "Consortium" means member Counties including Graham, Greenlee, Santa Cruz, Cochise and Gila.
  - b. "County" means individual member counties through their Waste Tire Program Coordinator (WTPC).
  - c. "Standard tire" means a waste tire that can be processed without shearing, debanding or splitting. This definition shall include but not be limited to tires from automobiles, motorcycles, light trucks, truck tractor and semi-trailer combinations, golf carts, ATV'S, light industrial equipment, light aircraft and trailers.
  - d. "Non-standard tire" means a waste tire which has a condition that would make it unsuitable for the routinely practiced methods of recycling. Tires that fit in this category shall be designated by mutual agreement of the Consortium and Contractor. Contractor may monofill properly processed non-standard tires in accordance with State regulations only upon specific written approval of the Consortium.
  - e. "Oversized tire" means a waste tire that is over 4 feet in diameter.

- f. "Processing" means shredding, grinding, splitting, debearing, shearing or otherwise altering waste tires to a form suitable for recycling or transport.

"Recycling means the beneficial end-use of the waste tires once removed from the site and includes, but is not limited to, reuse, recapping, energy recovery or processing for material recovery.

- h. "Site" means individual member County Waste Tire Collection Site (WTCS) as established under the State waste tire program.
- i. "Facility" means the individual collection site/s as identified in Paragraph B, its property boundaries and all activities conducted therein.
- j. "Plant" means any recycling facility which meets statutory and applicable rules, regulations and guidelines.
- k. "Waste tire" means a tire that is no longer suitable for its original intended purpose because of wear, damage or defect. "Tire" has the same definition as "waste tire" in these specifications.
- l. "Reusable tire" means a tire casing that is designated to be retreadable, repairable or otherwise reused, for its originally intended purpose.

## B. WASTE TIRE COLLECTION SITES:

### 1. LOCATIONS:

COUNTY	LOCATION
GRAHAM	Regional Landfill Road approximately three (3) miles North of the intersection of St Rt 70/8th Ave, Safford, Arizona
GREENLEE	Two miles east on Skyline View Rd off Hwy 191 mile post 157
SANTA CRUZ	West Frontage Rd 1 mile N of the Peck Canyon Rd Interchange on Interstate Hwy 19
COCHISE	Western Regional Landfill Facility located two (2) miles north of Elfrida, Arizona off of Hwy 191, 1/4 miles east on Thompson Road
GILA	Buckhead Mesa Landfill N on Hwy 87 across hwy from Natural Bridge 1 mile east to site  Russell Gulch Landfill between Globe & Miami close to Little Acres w on US 60 on Russell Rd 1.6 miles to entrance

## 2. CONTACT PERSONNEL AND HOURS OF PUBLIC ACCESS TO COLLECTION SITES:

GRAHAM	Jay Howe City of Safford (Gila Resources) P.O. Box 272 Safford, AZ 85548 Ph 928-348-3143	1st and 3rd Fridays each month 8:30 am to 3:00 pm
GREENLEE	Phil Ronnerud Public Works Director/Engineer PO Box 908 Clifton, AZ 85533 Ph 928-865-4762 Email: <a href="mailto:pronnerud@co.greenlee.az.us">pronnerud@co.greenlee.az.us</a>	Tuesday - Saturday 7:00 am to 5:00 pm
SANTA CRUZ	Karl Moyers Solid Waste Manager 2150 N. Congress Nogales, AZ 85621 Ph 520-375-7830 Cell 520-604-7007 Email: <a href="mailto:kmoyers@co.santa-cruz.az.us">kmoyers@co.santa-cruz.az.us</a>	Sunday - Saturday 8:00 am to 4:00 pm
COCHISE	Marty Haverty Director of Solid Waste 2595 Sagebrush Huachuca City, AZ 85635 Ph 520-803-3770 Email: <a href="mailto:mhaverty@cochise.az.gov">mhaverty@cochise.az.gov</a>	Monday - Saturday 8:00 am to 4:00 pm
GILA	Sharon Winters Landfill Manager 1400 E Ash St Globe, AZ 85501 Ph 928-402-8531 Cell 928-200-0028 Email: <a href="mailto:swinters@co.gila.az.us">swinters@co.gila.az.us</a>	Monday - Saturday 8:00 am to 4:00 pm

3. **CONTRACTOR ACCESS:** Contractor shall have access for its purposes, as defined in the above hours for each County. Additional days and hours of access and operation may be negotiated with approval of the County. If Contractor does not intend to operate continuously, it shall give the County a schedule of its intended operations or, in lieu thereof, forty eight (48) hours advance notice of its operations at the Site.
4. **COUNTY WASTE TIRE PROGRAM COORDINATOR:** The County Coordinator shall be Contractor's primary point of contact on all operational matters related to this Contract.

#### C. OBLIGATIONS OF CONTRACTOR

1. **OPERATIONS AT TIRE COLLECTION SITE.** Contractor shall remove waste tires from the site in accordance with the following provisions:
  - a. **PERFORMANCE CRITERIA.** Within 45 days after the Notice to Proceed is issued, Contractor shall remove from the site all waste tires stored there, on the date of arrival of Contractor. Contractor shall maintain a schedule of removing tires from all waste tire sites that will prevent over 5,000 tires from accumulating at any one waste tire site location.
  - b. **PROCESSING METHODS.** Contractor may process tires at the site only upon written approval of the County. Contractor shall remove all whole or processed tires from the facility within 48 hours of removal from their storage position by Contractor. Contractor shall include in the proposal the proposed method/s of processing to be performed at the site.
  - c. **RECYCLING METHODS.** Contractor shall transport processed or whole tires only to recycling plants with proper environmental approvals or permits. Contractor shall include in the proposal the name, address, telephone number and contact person for each recycling plant to be utilized for recycling of waste tires handled under this Contract. If an alternate approved recycling method is used, Contractor shall submit to the Consortium the same information for each plant to which tires are to be transported and a description of the processes used at each plant.
  - d. **TEMPORARY STOCKPILING.** Contractor may create as needed, temporary stockpiles as approved by the County. Contractor shall cooperate with County in keeping the site neat and orderly at all times, and in compliance with all local and State fire regulations related to tire storage. However, temporary stockpiling shall not preclude the requirement to remove all waste tires within 48 hours of removal from their storage position.
  - e. **SORTING OF TIRES.** Contractor shall be responsible for sorting tires as needed for Contractor's operations if incidental mixing of types occurs in piles of received tires. Contractor may institute a system to prescreen for reusable tires prior to processing or removal.
  - f. **RIM AND TUBE REMOVAL.** The Contractor shall be responsible for removal of waste tires with rims, tubes, tire shreds or related items.

2. ON-SITE PROCESSING OPERATIONS. Contractor shall not commence any on-site processing operation until it receives prior written approval from the County for such operations. County will permit on-site processing operations at the facility, provided the operations do not present an unreasonable disturbance to neighbors in the vicinity of the site or interfere with other activities at the facility. Contractor shall be responsible for the following:
- a. The safe operation of all tire processing equipment it moves onto and within the facility.
  - b. Proper training of its employees in the operation of such equipment as it might use.
  - c. Full enforcement of all applicable safety rules and regulations.
  - d. Supplying all power or fuel, operators, parts and maintenance for such equipment.
  - e. Clean-up of all debris, waste or residue resulting from the processing operations that may be deposited on the soil of the site or surrounding area.

Prior to installing processing operations at the facility, Contractor shall:

- f. Provide the Consortium and each member County with supplemental certificates of liability insurance covering all aspects of the processing or pre-processing operations which includes the Consortium and each member County as a named co-insured if such operations are not covered by the insurance certificates required in Paragraph C.3.
- g. Be responsible for obtaining any and all licenses and permits necessary to legally perform under this Contract.
- h. Receive written approval of County, through approval of Contractor's Operations and Disposal Plan (refer to Paragraph C.3), or by separate written approval.

3. OPERATIONS AND DISPOSAL PLAN. Contractor shall present within fourteen (14) calendar days after notification of award of this contract a formal written Operations and Disposal Plan ("Plan") to the Consortium and member Counties for approval. The Plan shall provide pertinent information about all of Contractor's intended operations. Contractor shall maintain the Plan up-to-date for the complete terms of this Contract. The Consortium may request additional information to substantiate details presented in the Plan. The Consortium reserves the right to call or visit the plants proposed by Contractor, for tire processing or recycling as listed in the Plan. The Consortium must approve the plan in writing prior to Contractor beginning operations. The plan shall contain, at a minimum, the following information:

- a. Name, address and telephone number (including a 24 hour emergency telephone number) of Contractor's manager responsible for its operations.
- b. The intended days and hours of Contractor's operations at the site.

- c. A listing of all hauling equipment Contractor may use in its transport operations. The listing shall identify each unit by make, model, year of manufacture and vehicle registration information (State of registration and tag number). Contractor may add to or delete from this listing with approval of the Consortium. County will tare weigh all transport equipment with its scale at the facility or,
  - d. Information on on-site tire processing and handling equipment to be used at the site, including make, model, year of manufacture, capacity, whether powered by gasoline or diesel fuel or electric motor, and days of operation.
  - e. Information on the proposed method of reuse and or recycling of whole tires or processed tires as appropriate. Such information shall include the firm or plant name, address, and telephone number and the name of a responsible contact at the plant receiving whole tires or processed tires, the haul route to the receiving plant from the site, and the specific means by which the receiving facility uses or recycles the whole or processed tires.
  - f. Description of the methods used and locations of temporary stockpiles which may be created as part of Contractor's processing or removal operations.
  - g. Contractor shall take all necessary operational and safety precautions during the performance of services to prevent accidents from occurring. Contractor shall ensure all of its employees are properly licensed to operate Contractor's equipment and are properly trained in its use. Contractor shall ensure that all vehicles and equipment used to perform services under this Contract are properly maintained and in good and safe working order.
  - h. Should an accident occur during the performance of duties under this Contract, Contractor shall immediately notify the proper authorities of the accident and shall proceed to assist those authorities in the investigation of the accident. Should an accident occur which results in injuries to people, contractor shall immediately act to obtain proper and appropriate medical aid for those individuals involved. As soon as possible, Contractor shall notify the Consortium and affected County of the time and location of the accident, the names of all persons involved, the nature and extend of injuries to any person, and all other particulars about the accident, including the names of the investigating authorities, if known.
4. **WEIGHING OF TRUCKS.** Contractor shall weigh its transport equipment at the County's facility or, if no County scale exists, Contractor shall tare at the nearest State approved and certified scale along the transport route to determine loaded weight and tare weight. Tare weight and loaded weight of each transport unit shall be used to determine the weight of tires removed from the site and the payment for services to Contractor. The driver shall be in the truck's cab and the truck's fuel tanks shall be at least one-half full when the tare weight of each truck is determined.
5. **CONDITIONS TO OPERATE.** Contractor shall develop and perform its operations so as to have the least adverse impact on the operations of the site and facility:

- a. Contractor shall avoid the creation of any nuisance or unreasonable disturbance, including dust, noise, odor and littering.
  - b. Contractor shall conduct its operation only during daylight hours. The engine exhausts of all equipment used by contractor shall be muffled. All engine exhaust mufflers shall be in good repair and shall not be bypassed.
6. UNACCEPTABLE AND QUESTIONABLE MATERIALS. Should any unacceptable or questionable material be discovered within the tire stockpiles, Contractor shall immediately notify the County.
7. UNLAWFUL ACTIVITIES. Contractor shall not store or discharge any contaminant, controlled substance, volatile, flammable or hazardous material or liquid at the site without approval from the County. Contractor shall not knowingly permit any activities by its employees to occur on the site which are unlawful or which could discharge or deposit unsuitable or unsafe materials on or contaminate the soil or air at the facility.
8. INCLEMENT WEATHER. Contractor understands that all-weather access to the site may not be available and, as such, the lack of all-weather access may restrict or temporarily prevent Contractor's tire processing, loading or removal operations.
9. SUBCONTRACTS. Contractor shall provide a copy of all agreements Contractor has made with other parties in order to perform under this Contract. This shall include the name, phone number, and contact person for each party, the purpose of each agreement, and the effect on this Contract should Contractor's agreement with the other party be terminated.
10. UTILITIES. Utilities are not available for use by Contractor at the site. Any utilities required by Contractor or Contractor's employees, shall be the responsibility of Contractor. Contractor shall obtain prior written approval from County for utilities installation.
11. PERSONAL PROPERTY OF CONTRACTOR. Contractor may move personal property onto the site provided that such personal property is used by Contractor in its tire processing, loading or removal operations. Each item of Contractor's personal property moved on site, which has a value greater than \$50.00, shall be listed on an inventory delivered to and approved in writing by the County. Contractor shall add to or delete from this inventory as necessary to keep it current and inform County of the changes. Vehicles of Contractor engaged in tire removal operations and private vehicles of Contractor's employees parked on the facility during Contractor's operations are exempt from this requirement. Contractor shall be responsible for requiring all of its equipment and vehicles and all private vehicles of Contractor's employees to be parked in a neat and orderly manner and in a location designated by the County when parked on County property.
12. DAMAGE TO COUNTY PROPERTY. Contractor is responsible for all repairs to or replacement of County property which may be damaged by its employees or agents. Contractor must report to County immediately if an incident occurs. County can withhold payment to compensate for damage done by Contractor.

13. APPEARANCE AND DEMEANOR OF EMPLOYEES. All employees of Contractor shall be appropriately dressed for the work being performed and shall conduct themselves, at all times, in a prudent and professional manner.
14. OWNERSHIP OF TIRES. Contractor assumes complete and sole ownership of all waste tires and waste tire materials at the time Contractor, first removes them from their storage position at the site.

#### D. OBLIGATIONS OF COUNTY

1. USE OF SITE BY CONTRACTOR. County will permit Contractor access to the site during the terms of this Contract as provided in Paragraph B. Use of the site by Contractor pursuant to this Contract shall be limited to those activities described herein.
2. SECURITY MEASURES. County will take reasonable precautions with regard to site security, including maintaining the perimeter fence and keeping gates locked when the facility is unattended. The County shall keep Contractor informed of any new security measures, if such are installed at the facility.
3. POSITIONING OF STOCKPILES. County staff on duty at the facility will direct tire haulers to deliver standard, non-standard and oversized tires to separate stockpile locations as necessary. The stockpile location may be changed periodically to limit the fire risk at any one stockpile. County provides no guarantee regarding a minimum or a maximum number of tires to be placed in any stockpile. Not all member counties separate tires by type when stockpiling.
4. ACCESS TO STOCKPILES. County will be responsible for providing access to each stockpile location, however Contractor understands that this may not be all-weather access.
5. CONDITION OF STOCKPILED TIRES. County will take reasonable measures to prevent excessive levels of dirt and other materials from getting on tires after they are delivered to the site.
6. FIRE SUPPRESSION. County, in conjunction with emergency response units, will be responsible for extinguishing tire fires at the facility. Contractor shall have no claim against the Consortium or County for lost revenue due to loss of tires to fire. Contractor shall be responsible for protecting itself from the effect of tire fires on its equipment or the cost of suppressing tire fires caused by its operations.
7. INERT MATERIAL AND DEBRIS. County will dispose of all inert material or debris (earth, rocks or concrete rubble) found within the tire stockpiles after Contractor has completed his tire removal operation.

#### E. COMPENSATION

1. COMPENSATION BY THE CONSORTIUM. The Consortium makes no guarantee regarding the minimum or maximum quantities of tires that are to be received at the site.

2. **WEIGHT AS BASIS FOR PAYMENT.** Contractor will be paid based on the weight of each type of tires removed from the site, as determined by the County's scale at the facility or, if no County scale exists, Contractor shall tare weigh at the nearest State approved and certified scale along the transport route. The weight of tires removed shall be the difference between the loaded weight and the tare weight of the transport unit used by Contractor to fulfill the requirements of this Contract.
3. **PAYMENT OF INVOICES.** Within ten (10) days of Contractor completing the initial and each service, Contractor shall submit a typewritten or computer-generated invoice to County for payment for those tires which were transported from its site. Such invoices shall be sent to the attention of the County representative identified in Paragraph B. The beginning and ending dates of the invoice period shall be stated on the invoice. The invoice shall be supported by a summarized list of the truckloads and weight of tires by type. This list shall identify each load of tires by date, truck registration number, truck tare weight, truck loaded weight, net weight, destination and the compensation to be paid for the load of tires based on the established rates. This summarized list shall be further supported by photocopies of the receipt from the recycling plant for each load hauled. Payment terms shall be net 30 days from receipt date of fully completed invoice.
4. **APPROVAL OF INVOICE FORM.** Prior to presenting its first invoice, Contractor, Consortium and County shall review Contractor's proposed invoice format and supporting lists to determine their intended purpose and conformance with the requirements of this Contract.
5. **INVOICE SUBMITTAL; INVOICE REJECTION.** Contractor's invoice shall include all information necessary to support the invoiced amount. County reserves the right to reject and return to Contractor invoices with insufficient supporting documentation or to withhold payment of such invoices until sufficient supporting documentation is provided by Contractor. Contractor's invoices and supporting documentation shall be sent to individual county addresses identified in Paragraph B.
6. **ACCESS TO CONTRACTOR'S RECORDS.** County reserves the right to audit Contractor's records pertaining to this Contract and any Subcontracts which affect this Contract. Contractor shall retain its records pertaining to this Contract for three years. Should the County decide to exercise its right to audit Contractor's records, County shall provide Contractor at least ten (10) days written notice. At County's request, Contractor shall provide County audit staff an office and desk space to conduct its records review without distraction or interruption.

Re: Waste Tires Exhibit A (Revised 11/08)

## CONTRACT AMENDMENT

As allowed by law, GRAHAM COUNTY, as the lead County and representative for the Southeastern Arizona Waste Tire Consortium, hereinafter referred to as "SEAWT Consortium", enters into a cooperative procurement agreement with CRM of America, LLC (Contractor) that enables the Consortium to utilize procurement agreements previously developed and implemented by Maricopa County.

The SEAWT Consortium hereby solicits the undersigned to provide services and products pursuant to the pricing terms and conditions defined by Maricopa County Contract Serial 02081 RFP Waste Tire Recycling Removal and Final Disposal, and the additional terms and conditions typically included in Consortium Procurement solicitations as defined in the attached Exhibits.

The undersigned Contractor hereby offers to furnish the service in compliance with all terms, conditions, specifications and amendments defined or referenced by Maricopa County Contract Serial 02081 RFP, Waste Tire Recycling Removal and Final Disposition, including the additional terms and conditions provided by the Consortium contained in the attached Exhibit A: SEAWT Consortium Technical Specifications and Exhibit B: CRM Letter Dated 10-27-08. In the event of conflict, SEAWT Consortium Terms and Conditions will be considered superior to Maricopa Consortium.


### CONTACT INFORMATION:

Contractor Name:	CRM of America, LLC
Mailing Address:	11400 E. Pecos Road
Street Address:	11400 E. Pecos Road
City, State and Zip:	Mesa, Arizona 85212
Plant Manager:	Dawn Helms
Phone:	480-987-3006
Cell Phone:	480-204-1561
Email:	<a href="mailto:dhelms@crmrubber.com">dhelms@crmrubber.com</a>

Consortium Name:	Southeastern Arizona Waste Tire
Lead Agency:	Graham County
Mailing Address:	921 Thatcher Blvd.
City, State and Zip:	Safford, AZ 85546
County Manager:	Terry Cooper
Phone:	928-428-3250
Email:	<a href="mailto:tcooper@graham.az.gov">tcooper@graham.az.gov</a>

CONSENT

FOR CRM of America, LLC:

Signature: 

Typed Name: DAWN HELMS

Title: PLANT MANAGER

Date: 1/26/09

FOR Southeastern Arizona Waste Tire Consortium:

Signature: 

Typed Name: James A. Palmer

Title: Chairman, Graham County Board of Supervisors

Date: 12/1/08

This agreement has been reviewed pursuant to ARS 11-952, by the undersigned County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to Graham County:

 for  
Kenneth Angle, Graham County Attorney

Date: 12/23/08

Re: Waste Tire Contract Amendment

**SOUTHEASTERN ARIZONA WASTE TIRE CONSORTIUM**  
**EXHIBIT A - TECHNICAL SPECIFICATIONS**

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- l. "Reusable tire" means a tire casing that is designated to be retreadable, repairable or otherwise reused, for its originally intended purpose.

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## 2. CONTACT PERSONNEL AND HOURS OF PUBLIC ACCESS TO COLLECTION SITES:

GRAHAM	Jay Howe City of Safford (Gila Resources) P.O. Box 272 Safford, AZ 85548 Ph 928-348-3143	1st and 3rd Fridays each month 8:30 am to 3:00 pm
GREENLEE	Phil Ronnerud Public Works Director/Engineer PO Box 908 Clifton, AZ 85533 Ph 928-865-4762 Email: <a href="mailto:pronnerud@co.greenlee.az.us">pronnerud@co.greenlee.az.us</a>	Tuesday - Saturday 7:00 am to 5:00 pm
SANTA CRUZ	Karl Moyers Solid Waste Manager 2150 N. Congress Nogales, AZ 85621 Ph 520-375-7830 Cell 520-604-7007 Email: <a href="mailto:kmoyers@co.santa-cruz.az.us">kmoyers@co.santa-cruz.az.us</a>	Sunday - Saturday 8:00 am to 4:00 pm
COCHISE	Marty Haverty Director of Solid Waste 2595 Sagebrush Huachuca City, AZ 85635 Ph 520-803-3770 Email: <a href="mailto:mhaverty@cochise.az.gov">mhaverty@cochise.az.gov</a>	Monday - Saturday 8:00 am to 4:00 pm
GILA	Sharon Winters Landfill Manager 1400 E Ash St Globe, AZ 85501 Ph 928-402-8531 Cell 928-200-0028 Email: <a href="mailto:swinters@co.gila.az.us">swinters@co.gila.az.us</a>	Monday - Saturday 8:00 am to 4:00 pm

3. **CONTRACTOR ACCESS:** Contractor shall have access for its purposes, as defined in the above hours for each County. Additional days and hours of access and operation may be negotiated with approval of the County. If Contractor does not intend to operate continuously, it shall give the County a schedule of its intended operations or, in lieu thereof, forty eight (48) hours advance notice of its operations at the Site.
4. **COUNTY WASTE TIRE PROGRAM COORDINATOR:** The County Coordinator shall be Contractor's primary point of contact on all operational matters related to this Contract.

#### C. OBLIGATIONS OF CONTRACTOR

1. **OPERATIONS AT TIRE COLLECTION SITE.** Contractor shall remove waste tires from the site in accordance with the following provisions:
  - a. **PERFORMANCE CRITERIA.** Within 45 days after the Notice to Proceed is issued, Contractor shall remove from the site all waste tires stored there, on the date of arrival of Contractor. Contractor shall maintain a schedule of removing tires from all waste tire sites that will prevent over 5,000 tires from accumulating at any one waste tire site location.
  - b. **PROCESSING METHODS.** Contractor may process tires at the site only upon written approval of the County. Contractor shall remove all whole or processed tires from the facility within 48 hours of removal from their storage position by Contractor. Contractor shall include in the proposal the proposed method/s of processing to be performed at the site.
  - c. **RECYCLING METHODS.** Contractor shall transport processed or whole tires only to recycling plants with proper environmental approvals or permits. Contractor shall include in the proposal the name, address, telephone number and contact person for each recycling plant to be utilized for recycling of waste tires handled under this Contract. If an alternate approved recycling method is used, Contractor shall submit to the Consortium the same information for each plant to which tires are to be transported and a description of the processes used at each plant.
  - d. **TEMPORARY STOCKPILING.** Contractor may create as needed, temporary stockpiles as approved by the County. Contractor shall cooperate with County in keeping the site neat and orderly at all times, and in compliance with all local and State fire regulations related to tire storage. However, temporary stockpiling shall not preclude the requirement to remove all waste tires within 48 hours of removal from their storage position.
  - e. **SORTING OF TIRES.** Contractor shall be responsible for sorting tires as needed for Contractor's operations if incidental mixing of types occurs in piles of received tires. Contractor may institute a system to prescreen for reusable tires prior to processing or removal.
  - f. **RIM AND TUBE REMOVAL.** The Contractor shall be responsible for removal of waste tires with rims, tubes, tire shreds or related items.

2. ON-SITE PROCESSING OPERATIONS. Contractor shall not commence any on-site processing operation until it receives prior written approval from the County for such operations. County will permit on-site processing operations at the facility, provided the operations do not present an unreasonable disturbance to neighbors in the vicinity of the site or interfere with other activities at the facility. Contractor shall be responsible for the following:
- a. The safe operation of all tire processing equipment it moves onto and within the facility.
  - b. Proper training of its employees in the operation of such equipment as it might use.
  - c. Full enforcement of all applicable safety rules and regulations.
  - d. Supplying all power or fuel, operators, parts and maintenance for such equipment.
  - e. Clean-up of all debris, waste or residue resulting from the processing operations that may be deposited on the soil of the site or surrounding area.

Prior to installing processing operations at the facility, Contractor shall:

- f. Provide the Consortium and each member County with supplemental certificates of liability insurance covering all aspects of the processing or pre-processing operations which includes the Consortium and each member County as a named co-insured if such operations are not covered by the insurance certificates required in Paragraph C.3.
- g. Be responsible for obtaining any and all licenses and permits necessary to legally perform under this Contract.
- h. Receive written approval of County, through approval of Contractor's Operations and Disposal Plan (refer to Paragraph C.3), or by separate written approval.

3. OPERATIONS AND DISPOSAL PLAN. Contractor shall present within fourteen (14) calendar days after notification of award of this contract a formal written Operations and Disposal Plan ("Plan") to the Consortium and member Counties for approval. The Plan shall provide pertinent information about all of Contractor's intended operations. Contractor shall maintain the Plan up-to-date for the complete terms of this Contract. The Consortium may request additional information to substantiate details presented in the Plan. The Consortium reserves the right to call or visit the plants proposed by Contractor, for tire processing or recycling as listed in the Plan. The Consortium must approve the plan in writing prior to Contractor beginning operations. The plan shall contain, at a minimum, the following information:

- a. Name, address and telephone number (including a 24 hour emergency telephone number) of Contractor's manager responsible for its operations.
- b. The intended days and hours of Contractor's operations at the site.

- c. A listing of all hauling equipment Contractor may use in its transport operations. The listing shall identify each unit by make, model, year of manufacture and vehicle registration information (State of registration and tag number). Contractor may add to or delete from this listing with approval of the Consortium. County will tare weigh all transport equipment with its scale at the facility or,
  - d. Information on on-site tire processing and handling equipment to be used at the site, including make, model, year of manufacture, capacity, whether powered by gasoline or diesel fuel or electric motor, and days of operation.
  - e. Information on the proposed method of reuse and or recycling of whole tires or processed tires as appropriate. Such information shall include the firm or plant name, address, and telephone number and the name of a responsible contact at the plant receiving whole tires or processed tires, the haul route to the receiving plant from the site, and the specific means by which the receiving facility uses or recycles the whole or processed tires.
  - f. Description of the methods used and locations of temporary stockpiles which may be created as part of Contractor's processing or removal operations.
  - g. Contractor shall take all necessary operational and safety precautions during the performance of services to prevent accidents from occurring. Contractor shall ensure all of its employees are properly licensed to operate Contractor's equipment and are properly trained in its use. Contractor shall ensure that all vehicles and equipment used to perform services under this Contract are properly maintained and in good and safe working order.
  - h. Should an accident occur during the performance of duties under this Contract, Contractor shall immediately notify the proper authorities of the accident and shall proceed to assist those authorities in the investigation of the accident. Should an accident occur which results in injuries to people, contractor shall immediately act to obtain proper and appropriate medical aid for those individuals involved. As soon as possible, Contractor shall notify the Consortium and affected County of the time and location of the accident, the names of all persons involved, the nature and extend of injuries to any person, and all other particulars about the accident, including the names of the investigating authorities, if known.
4. **WEIGHING OF TRUCKS.** Contractor shall weigh its transport equipment at the County's facility or, if no County scale exists, Contractor shall tare at the nearest State approved and certified scale along the transport route to determine loaded weight and tare weight. Tare weight and loaded weight of each transport unit shall be used to determine the weight of tires removed from the site and the payment for services to Contractor. The driver shall be in the truck's cab and the truck's fuel tanks shall be at least one-half full when the tare weight of each truck is determined.
5. **CONDITIONS TO OPERATE.** Contractor shall develop and perform its operations so as to have the least adverse impact on the operations of the site and facility:

- a. Contractor shall avoid the creation of any nuisance or unreasonable disturbance, including dust, noise, odor and littering.
  - b. Contractor shall conduct its operation only during daylight hours. The engine exhausts of all equipment used by contractor shall be muffled. All engine exhaust mufflers shall be in good repair and shall not be bypassed.
6. UNACCEPTABLE AND QUESTIONABLE MATERIALS. Should any unacceptable or questionable material be discovered within the tire stockpiles, Contractor shall immediately notify the County.
7. UNLAWFUL ACTIVITIES. Contractor shall not store or discharge any contaminant, controlled substance, volatile, flammable or hazardous material or liquid at the site without approval from the County. Contractor shall not knowingly permit any activities by its employees to occur on the site which are unlawful or which could discharge or deposit unsuitable or unsafe materials on or contaminate the soil or air at the facility.
8. INCLEMENT WEATHER. Contractor understands that all-weather access to the site may not be available and, as such, the lack of all-weather access may restrict or temporarily prevent Contractor's tire processing, loading or removal operations.
9. SUBCONTRACTS. Contractor shall provide a copy of all agreements Contractor has made with other parties in order to perform under this Contract. This shall include the name, phone number, and contact person for each party, the purpose of each agreement, and the effect on this Contract should Contractor's agreement with the other party be terminated.
10. UTILITIES. Utilities are not available for use by Contractor at the site. Any utilities required by Contractor or Contractor's employees, shall be the responsibility of Contractor. Contractor shall obtain prior written approval from County for utilities installation.
11. PERSONAL PROPERTY OF CONTRACTOR. Contractor may move personal property onto the site provided that such personal property is used by Contractor in its tire processing, loading or removal operations. Each item of Contractor's personal property moved on site, which has a value greater than \$50.00, shall be listed on an inventory delivered to and approved in writing by the County. Contractor shall add to or delete from this inventory as necessary to keep it current and inform County of the changes. Vehicles of Contractor engaged in tire removal operations and private vehicles of Contractor's employees parked on the facility during Contractor's operations are exempt from this requirement. Contractor shall be responsible for requiring all of its equipment and vehicles and all private vehicles of Contractor's employees to be parked in a neat and orderly manner and in a location designated by the County when parked on County property.
12. DAMAGE TO COUNTY PROPERTY. Contractor is responsible for all repairs to or replacement of County property which may be damaged by its employees or agents. Contractor must report to County immediately if an incident occurs. County can withhold payment to compensate for damage done by Contractor.

13. APPEARANCE AND DEMEANOR OF EMPLOYEES. All employees of Contractor shall be appropriately dressed for the work being performed and shall conduct themselves, at all times, in a prudent and professional manner.
14. OWNERSHIP OF TIRES. Contractor assumes complete and sole ownership of all waste tires and waste tire materials at the time Contractor, first removes them from their storage position at the site.

#### D. OBLIGATIONS OF COUNTY

1. USE OF SITE BY CONTRACTOR. County will permit Contractor access to the site during the terms of this Contract as provided in Paragraph B. Use of the site by Contractor pursuant to this Contract shall be limited to those activities described herein.
2. SECURITY MEASURES. County will take reasonable precautions with regard to site security, including maintaining the perimeter fence and keeping gates locked when the facility is unattended. The County shall keep Contractor informed of any new security measures, if such are installed at the facility.
3. POSITIONING OF STOCKPILES. County staff on duty at the facility will direct tire haulers to deliver standard, non-standard and oversized tires to separate stockpile locations as necessary. The stockpile location may be changed periodically to limit the fire risk at any one stockpile. County provides no guarantee regarding a minimum or a maximum number of tires to be placed in any stockpile. Not all member counties separate tires by type when stockpiling.
4. ACCESS TO STOCKPILES. County will be responsible for providing access to each stockpile location, however Contractor understands that this may not be all-weather access.
5. CONDITION OF STOCKPILED TIRES. County will take reasonable measures to prevent excessive levels of dirt and other materials from getting on tires after they are delivered to the site.
6. FIRE SUPPRESSION. County, in conjunction with emergency response units, will be responsible for extinguishing tire fires at the facility. Contractor shall have no claim against the Consortium or County for lost revenue due to loss of tires to fire. Contractor shall be responsible for protecting itself from the effect of tire fires on its equipment or the cost of suppressing tire fires caused by its operations.
7. INERT MATERIAL AND DEBRIS. County will dispose of all inert material or debris (earth, rocks or concrete rubble) found within the tire stockpiles after Contractor has completed his tire removal operation.

#### E. COMPENSATION

1. COMPENSATION BY THE CONSORTIUM. The Consortium makes no guarantee regarding the minimum or maximum quantities of tires that are to be received at the site.

2. **WEIGHT AS BASIS FOR PAYMENT.** Contractor will be paid based on the weight of each type of tires removed from the site, as determined by the County's scale at the facility or, if no County scale exists, Contractor shall tare weigh at the nearest State approved and certified scale along the transport route. The weight of tires removed shall be the difference between the loaded weight and the tare weight of the transport unit used by Contractor to fulfill the requirements of this Contract.
3. **PAYMENT OF INVOICES.** Within ten (10) days of Contractor completing the initial and each service, Contractor shall submit a typewritten or computer-generated invoice to County for payment for those tires which were transported from its site. Such invoices shall be sent to the attention of the County representative identified in Paragraph B. The beginning and ending dates of the invoice period shall be stated on the invoice. The invoice shall be supported by a summarized list of the truckloads and weight of tires by type. This list shall identify each load of tires by date, truck registration number, truck tare weight, truck loaded weight, net weight, destination and the compensation to be paid for the load of tires based on the established rates. This summarized list shall be further supported by photocopies of the receipt from the recycling plant for each load hauled. Payment terms shall be net 30 days from receipt date of fully completed invoice.
4. **APPROVAL OF INVOICE FORM.** Prior to presenting its first invoice, Contractor, Consortium and County shall review Contractor's proposed invoice format and supporting lists to determine their intended purpose and conformance with the requirements of this Contract.
5. **INVOICE SUBMITTAL; INVOICE REJECTION.** Contractor's invoice shall include all information necessary to support the invoiced amount. County reserves the right to reject and return to Contractor invoices with insufficient supporting documentation or to withhold payment of such invoices until sufficient supporting documentation is provided by Contractor. Contractor's invoices and supporting documentation shall be sent to individual county addresses identified in Paragraph B.
6. **ACCESS TO CONTRACTOR'S RECORDS.** County reserves the right to audit Contractor's records pertaining to this Contract and any Subcontracts which affect this Contract. Contractor shall retain its records pertaining to this Contract for three years. Should the County decide to exercise its right to audit Contractor's records, County shall provide Contractor at least ten (10) days written notice. At County's request, Contractor shall provide County audit staff an office and desk space to conduct its records review without distraction or interruption.

Re: Waste Tires Exhibit A (Revised 11/08)



EXHIBIT B

Monday, October 27, 2008

Mr. Neil Karnes, Health Director  
Graham County  
826 West Main Street  
Safford, Arizona 85546

Dear Mr. Karnes:

This is to acknowledge receipt of your letter of October 9 in regard to the Southeastern Waste Tire Program Consortium. We are pleased with the interest in entering into the Maricopa County Contract and with this letter will discuss the five issues you addressed.

- The current contract prices of \$83.36 per ton of passenger/light truck tires and \$102.58 for semi-truck tires will include transportation costs. The Maricopa contract allows us to negotiate transportation costs with other counties and we have opted not to add any addition charges for picking up tires for the consortium.
- There is a provision for an increase every July 1 based on the amount of any increase in the amount of money your county receives from the State. If your counties do not receive an increase, the contract prices remain the same.
- In regard to maintaining a schedule to keep the consortium at the 5,000 tires per WTCS, we utilize tire haulers who have been very efficient in keeping other counties at the level they have imposed contractually. Since we are a customer service oriented company we will make every effort to respond to special needs requests such as county cleanups.
- We currently contract with some of the mining companies and do accept Off Road Tires at \$153.95 per ton.
- We have no problem in working with the consortium in any agreements, such as waiving additional transportation cost and complying with reasonable pick up and transport schedules. In the attached sample agreement, each county may memorialize our agreement to waive transportation costs and language requiring CRM to keep the counties in compliance with the new 5,000 tires per site requirements.

Please feel free to call me in regard to the sample agreement Donna Carlson has prepared and accept my personal invitation to visit our facility at any time.

Sincerely,



Dawn Helms  
Plant Manager

**EXHIBIT A****02081-RFP-WASTE TIRE RECYCLING REMOVAL AND FINAL DISPOSAL****PRICING****SERIAL 02081-RFP****PRICING SHEET S050909/B0606340**

BIDDER NAME: CRM OF AMERICA CO., LLC

F.I.D./VENDOR #: W000004062 X

BIDDER ADDRESS: 11400 E Pecos Road, Queen Creek, AZ 85242  
~~15800 South Avalon Boulevard~~

P.O. ADDRESS: ~~Rancho Dominguez, California 90220~~

BIDDER PHONE #: 310/538-2222 480/987-3006

BIDDER FAX #: 310/538-2227 480/987-0965

COMPANY WEB SITE: N/A

COMPANY CONTACT (REP): Dawn Helms

E-MAIL ADDRESS (REP): dhelms@crmrubber.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: XX YES \_\_\_\_ NOACCEPT PROCUREMENT CARD: \_\_\_\_ YES XX NOREBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: \_\_\_\_ YES XX NO \_\_\_\_ %  
REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOVT. AGENCIES MAY USE THIS CONTRACT: XX YES \_\_\_\_ NO

PAYMENT TERMS: NET 30 \_\_\_\_\_

INDICATE PERCENTAGE OF M/WME PARTICIPATION IF ANY HERE N/A**1.0 PRICING:**

<u>TIRE TYPE</u>	<u>LOCATION</u>	<u>RATE PER TON</u>
1.1 Passenger & Light Truck	Queen Creek	\$83.06 78.88 Effective 7/01/07 08 <del>\$ 74.06 71.90 65.65 Effective 1/1/07 1/06/06</del> <del>\$ 48.50 50.93 62.64 effective 01/21/2005</del>
<del>1.2 Passenger &amp; Light Truck</del>	<del>NW Regional</del>	<del>\$ 48.50 50.93 62.64 effective 01/21/2005</del>
1.3 Truck	Queen Creek	\$102.58 97.42 Effective 7/01/07 08 <del>\$ 91.47 88.81 81.08 Effective 1/1/07 1/06/06</del> <del>\$ 59.90 62.90 77.37 effective 01/21/2005</del>
<del>1.4 Truck</del>	<del>NW Regional</del>	<del>\$ 59.90 62.90 77.37 effective 01/21/2005</del>

**EXHIBIT A**

<u>TIRE TYPE</u>	<u>LOCATION</u>	<u>RATE PER TON</u>
1.5 Off-Road	Queen Creek	<del>\$153.95</del> <del>146.20</del> <del>Effective 7/01/07 08</del> <del>\$ 137.28</del> <del>133.28</del> <del>121.68</del> <del>Effective 1/1/07 1/06/06</del> <del>\$ 89.90</del> <del>94.40</del> <del>116.11</del> <del>effective 01/21/2005</del>
<del>1.6 Off Road</del>	<del>NW Regional</del>	<del>\$ 89.90 94.40 116.11 effective 01/21/2005</del>
1.7 Off Road (Rimmed)	Queen Creek	<del>\$153.95</del> <del>146.20</del> <del>Effective 7/01/07 08</del> <del>\$ 137.28</del> <del>133.28</del> <del>121.68</del> <del>Effective 1/1/07 1/06/06</del>

**MILEAGE:**

~~Transportation charges applicable to the tire types above: \$ 0.24 per loaded ton mile or~~  
~~\$ 290.00 minimum load~~

Transportation charges for counties using this contract shall be negotiated separately with the Contractor.

Transportation charges shall not apply within Maricopa County.

**OTHER SERVICES:**

Recycle/Disposal of existing Maricopa County ("Legacy") tires      \$584,750.00

EXHIBIT A

CONTRACT 02081-RFP AMENDMENT-ADDITIONAL SERVICES

Contract 02081-RFP is amended as follows: all provisions of the original agreement that are not specifically amended remain in full force and effect.

Phase V-Additional Services

CASE OF EMERGENCY (04/17/08)

- Within 90 days of the Board approval of this contract amendment CRM will commence shredding Maricopa County waste tires in the western portion of the County (hereinafter called "Western Shredding Location"). CRM shall process all shredded tires utilizing one of the methods permitted in the contract.
- Within 15 months of the Board approval of this contract amendment CRM shall have sufficient capacity at a new facility (hereinafter called the "Western Tire Recycling Facility") located in the western portion of the County to process the continual influx of Maricopa County waste tires at that facility utilizing one of the methods permitted in the contract. This capacity shall be sufficient to assure that any unprocessed backlog never exceeds the limits outlined in Section 4.3.2 of the contract.

Phase V-Additional Services Pricing

1. To cover the cost of additional operating expenses for shredding tires received from generators located in Maricopa County, upon commencement of shredding operations at the Western Shredding Location:
  - A surcharge of \$10.00/tire will be added to all tires processed by CRM for a period not to exceed 15 months from the commencement of shredding at the Western Shredding Location until CRM commences processing tires in Western Tire Recycling Facility. In the event that CRM is unable to process tires in the Western Tire Recycling Facility within 15 months, it shall continue to provide shredding and disposal services at no cost until tire processing services are provided by the Western Tire Recycling Facility.
2. To cover the cost of additional operating expenses for processing tires received from generators located in Maricopa County, upon commencement of operation of the Western Tire Recycling Facility:
  - A surcharge of \$20.00/tire will be added to all tires processed by CRM. This surcharge shall terminate upon receiving and processing a total of 50,000 tons of Maricopa County waste tires in any one year or January 1, 2018, whichever occurs first.

Failure to meet these performance criteria will be considered breach of contract and contractor will be subject to penalties in accordance with contract Section 4.3 PENALTIES DUE TO NON-PERFORMANCE.

CONTRACTOR

H. B. Takallou  
H. Bury Takallou, President, CRM

3-26-2008  
Date

MARICOPA COUNTY

Andrew Kunasek  
Andrew Kunasek, Chairman, Board of Supervisors

Sean McCarroll  
Acting  
Sean McCarroll, Clerk of the Board

MAR 26 2008  
Date

Approved as to Form:

Deputy County Auditor  
Deputy County Auditor

## EXHIBIT B

### 02081-RFP-WASTE TIRE RECYCLING REMOVAL AND FINAL DISPOSAL

#### SCOPE OF WORK

This contract encompasses removal and final disposal of waste tires currently stockpiled, and continually deposited, at Maricopa County's two waste tire collection sites located at Queen Creek Landfill, 26402 South Hawes Road, Queen Creek, Arizona 85242; and Northwest Regional Landfill located at 195<sup>th</sup> Ave & Deer Valley Road. The types of tires at each site are:

- All Passenger tires-Queen Creek and Northwest Regional
- All Semi-truck tires-Queen Creek and Northwest Regional
- All Off road tires-Queen Creek and Northwest Regional

**This Scope of Work is further expanded to include waste tires received from Governmental Agencies outside Maricopa County. Agencies shall be responsible for the transportation of waste tires to the Contractor. The Contractor's transportation charges are reflected under EXHIBIT A.**

This scope of work includes tires received after and before awarding of the contract including but not limited to the backlog existing at both collection sites. The Contractor further agrees that Maricopa County reserves the right to change the location of these sites during the course of the contract, if needed.

The estimated stockpiles at each location as of this date are included as ATTACHMENT 1 to this SCOPE OF WORK. The stockpile of passenger tires at the Northwest Regional Landfill is of grave concern to Maricopa County. It is therefore imperative that the Contractor concentrate on removal and processing of these tires on a priority basis. To ensure reduction of this stockpile in a timely fashion, all truck and OTR tires will be processed under current Maricopa County contracts through June 30, 2003. It is the sole responsibility of the Contractor to make arrangements with the owner of Northwest Regional Landfill to remove tires during non-operating hours. Contractor shall maintain tire removal areas with appropriate dust control and cell configuration to fully comply with all Federal, State and Local laws and regulations.

Ownership of any waste tires removed from County collection sites by or on behalf of Contractor shall vest in Contractor at the time the tires leave the Maricopa County collection sites. Thereafter, Contractor shall bear full responsibility for recycling and/or disposal of said tires in accordance with all applicable law. Contractor, in addition to all other obligations under this contract, shall pay any civil penalties imposed upon the County pursuant to Arizona Revised Statutes section 44-1307 for waste tires, the ownership of which has vested in the Contractor. Contractor further agrees to pay or to reimburse the County for any costs and expenses of any nature, including reasonable attorney's fees, which the County may incur for the proper recycling and disposal of waste tires the ownership of which has vested in the Contractor, and of which the Contractor failed to recycle. The Performance Bond posted by the Contractor shall extend to ensure the performance of these obligations.

The Contractor shall supply all resources and equipment to load, unload, process and recycle tires to its final disposition by one of the methods as listed below. The mutually agreed acceptable methods of recycling are as follows:

1. Grinding for use in asphalt and as a raw material for other products.
2. Constructing collision barriers.
3. Controlling soil erosion or for flood, control only if used in accordance with approved engineering practices.
4. Retreading or recapping.
5. Use as playground equipment or playground cover.
6. Use as a building material for building construction in accordance with applicable city, town, and county building codes.

Other methods of recycling may be proposed by the Contractor as additional advancements in Civil Engineering and Technology are developed. However, the Contractor shall note that all method(s) of

recycling or final disposal of waste tires must be acceptable under the statutes, rules and regulations of the State of Arizona and the Arizona Department of Environmental Quality (ADEQ) throughout the term of this contract.

Failure to obtain necessary approvals and permits causing delay in processing of waste tires will not be considered as a legitimate excuse for delay in processing. Maricopa County is not responsible for obtaining any approvals or permits, as it is the sole responsibility of the contractor.

The Contractor agrees to the following detailed elements of work unless modified by mutual agreement and approved in writing by the Solid Waste Management Department (SWMD) of Maricopa County.

#### **PHASE I**

- All waste tires including current inventory and continuous influx will be loaded into trailers and transported to Crumb Rubber Manufacturers (CRM) processing facility in Los Angeles, California by registered waste tire haulers.
- All equipment for loading waste tires will be owned and operated by CRM or its subcontractor(s).
- CRM will mobilize and begin removing the waste tires within one-week after receipt of notice to proceed.
- The Shipment of whole tires will continue until the Contractor can arrange with the owner of Northwest Regional Landfill to shred tires at the landfill. It is the sole responsibility of the contractor to acquire permissions and approvals from private and public entities to process tires.

#### **PHASE II**

- Subject to the approval of the Lessor of the Northwest Regional landfill, the Contractor will install at the Northwest Regional Landfill a shredder to shred waste tires into 6" primary shreds. This work shall be completed in nine weeks after receipt of notice to proceed. Shreds will then be loaded into trailers and transported to CRM processing facility in Los Angeles, California by registered haulers to produce crumb rubber. If the Contractor is unable to accomplish the shredding of the volume required by this Contract at the Northwest Regional landfill site, then whole tires in an amount necessary to meet the contract volume requirements will be loaded and shipped to its facility in Los Angeles.

#### **PHASE III**

- Sixteen weeks after receipt of Notice to Proceed a new shredder will be installed. This shredder will process primary shred (from Phase II) into minus ¾" granules. Contractor has an option to install the shredding equipment at the location of its choice to accomplish shredding.
- The ¾" granules will then be loaded into trailers and transported to CRM processing facility in Los Angeles, California by registered hauler. Contractor shall obtain all necessary approvals prior to export.

#### **PHASE IV**

- On or before August 1, 2003, the Contractor will discontinue shipments of Maricopa County waste tires out of Maricopa County and will start processing all Maricopa County waste tires in Maricopa County. No time extension will be allowed. Any delay in operations of this facility will constitute a default of the contract.
- On August 1, 2003 sufficient processing capacity shall exist in Maricopa County to process all tires such that the backlog never exceeds the limits outlined in Section 4.3.2 of the contract.
- On or before October 1, 2003, the current inventory of waste tires (29,700 tons) at both the NW Landfill and Queen Creek Landfill shall be completely recycled.

**PROGRESS REPORTS**

- Current progress reports shall be submitted with each invoice to the Director, Solid Waste Management, or its designated representative. The progress reports shall include:
  1. Total quantity (tons) of tires removed from both Maricopa County Waste Tire Collection Sites separated by site and type of tire, i.e., passenger, semi-truck or off-road.
  2. Total quantity (tons) of tires transported to each recycling or final disposal site.
  3. Total quantity (tons) of tires recycled/disposed of at each disposal site.
  4. Verifiable documentation of recycling/disposal quantities i.e. production reports, certified affidavit, etc. from each disposal site.
  5. Progress bar charts showing contractual project timelines versus actual.
  6. Unforeseen and/or expected problems' causing delays in construction/production activities and planned corrective action including timeline for completion.

**ATTACHMENT 1**

**ESTIMATED TIRE STORAGE AS OF NOVEMBER 15, 2002**

Waste Tire Collection Site	Number of Tons		
	Passenger & Light Truck	Semi-Truck	Off-Road
Queen Creek	300	50	0
Northwest	26,000	2,000	20

Waste Tire Collection Site	Number of Tons		
	Passenger & Light Truck	Semi-Truck	Off-Road
CRM Facility	20,000	0	10,000

**ESTIMATED VOLUME OF INCOMING TIRES**

Waste Tire Collection Site	Number of Tons per Month		
	Passenger & Light Truck	Semi-Truck	Off-Road
Queen Creek	100	20	3
Northwest	1,475	630	35

**These listed quantities in this Exhibit are estimates only and do not constitute guaranteed tonnages.**

**EXHIBIT C**

**SAMPLE INVOICE FORM**

Company Name:

Address:

Invoice No. \_\_\_\_\_

Purchase Order No. \_\_\_\_\_

Contract No. \_\_\_\_\_

NAME OF SITE: \_\_\_\_\_

Manifest #	Weight Ticket #	Pickup Date	Recycling Date	Type of Tire	Quantity	Price/ Ton	Total Price

See Attachment Page 2

ATTACHMENT TO INVOICE.

Invoice No. \_\_\_\_\_

NAME OF SITE: \_\_\_\_\_

**PASSENGER TIRES**

Billing Period		Total Tires Received	Total Tires Recycled
From	To		
1/00/2000	1/18/2000		
1/19/2000	1/31/2000		
2/1/2000	2/16/200		

**SEMI-TRUCK TIRES**

Billing Period		Total Tires Received	Total Tires Recycled
From	To		
1/00/2000	1/18/2000		
1/19/2000	1/31/2000		
2/1/2000	2/16/200		

**OFF-ROAD TIRES**

Billing Period		Total Tires Received	Total Tires Recycled
From	To		
1/00/2000	1/18/2000		
1/19/2000	1/31/2000		
2/1/2000	2/16/200		

**EXHIBIT D  
SAMPLE AFFIDAVIT FORM**

**AFFIDAVIT**

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

I \_\_\_\_\_, being of sound mind, age of majority and being duly cautioned and sworn in accordance with law, make the following statements based upon personal knowledge that they are true and correct.

I am employed by \_\_\_\_\_ located at \_\_\_\_\_ in the capacity of \_\_\_\_\_.

The following amount of waste tires have been transported, recycled and/or disposed of in accordance with A.R.S. § 44-1304 (D), methods listed in **SERIAL 02081-RFP, Exhibit B**, during the period from \_\_\_\_\_ to \_\_\_\_\_ and ending \_\_\_\_\_.

**NORTHWEST REGIONAL SITE**

- a. \_\_\_\_\_ tons of passenger tires were recycled by \_\_\_\_\_ method, which is in accordance with A.R.S. § 44-1304 (D) and Maricopa County Contract No **SERIAL 02081-RFP**  
by \_\_\_\_\_, at their plant located at \_\_\_\_\_.
- b. \_\_\_\_\_ tons of semi-truck tires were recycled by \_\_\_\_\_ method, which is in accordance with A.R.S. § 44-1304 (D) and Maricopa County Contract No **SERIAL 02081-RFP**  
by \_\_\_\_\_, at their plant located at \_\_\_\_\_.
- c. \_\_\_\_\_ tons of off-road tires were recycled by \_\_\_\_\_ method, which is in accordance with A.R.S. § 44-1304 (D) and Maricopa County Contract No **SERIAL 02081-RFP**  
by \_\_\_\_\_, at their plant located at \_\_\_\_\_.

**QUEEN CREEK SITE**

- a. \_\_\_\_\_ tons of passenger tires were recycled by \_\_\_\_\_ method, which is in accordance with A.R.S. § 44-1304 (D) and Maricopa County Contract No **SERIAL 02081-RFP**  
by \_\_\_\_\_, at their plant located at \_\_\_\_\_.
- b. \_\_\_\_\_ tons of semi-truck tires were recycled by \_\_\_\_\_ method, which is in accordance with A.R.S. § 44-1304 (D) and Maricopa County Contract No **SERIAL 02081-RFP**  
by \_\_\_\_\_, at their plant located at \_\_\_\_\_.
- c. \_\_\_\_\_ tons of off-road tires were recycled by \_\_\_\_\_ method, which is in accordance with A.R.S. § 44-1304 (D) and Maricopa County Contract No **SERIAL 02081-RFP**  
by \_\_\_\_\_, at their plant located at \_\_\_\_\_.

\_\_\_\_\_  
Signature Date \_\_\_\_\_

\_\_\_\_\_  
Title (CEO/President)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200

Notary Public

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Signature Date \_\_\_\_\_

\_\_\_\_\_  
Title (Plant/Production Manager)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 200

Notary Public

My commission expires \_\_\_\_\_

EXHIBIT E

SAMPLE LIEN WAIVER FORM

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT  
(Pursuant to A.R.S. 33-1008)

PROJECT: ~~WASTE TIRE RECYCLING, REMOVAL AND FINAL DISPOSAL~~

1. ~~Northwest Regional Landfill, 19041 W. Deer Valley Rd., Wittman, AZ 85361~~
2. ~~Queen Creek Landfill, 26402 S. Hawes Rd., Queen Creek, AZ 85242~~

CONTRACT NUMBER: ~~02081-S~~

JOB NUMBER: \_\_\_\_\_

The undersigned has been paid and received a progress payment in the sum of \$ \_\_\_\_\_ for all labor, services, equipment or materials furnished to the jobsite or to CRM on the job of ~~WASTE TIRE RECYCLING, REMOVAL AND FINAL DISPOSAL~~ located at the \_\_\_\_\_ Maricopa Landfill Site and does hereby release any mechanics lien, any state or federal statutory bond right, any private bond right, any claim or payment rights for persons in the undersigned's position that the undersigned has on the above referenced project to the following extent. This release covers a progress payment for all labor, services, equipment or materials furnished to the jobsite or to CRM through \_\_\_\_\_ only and does not cover any pending retention, modifications and changes or items furnished after that date.

The undersigned warrants that it either has already or will use the monies it receives from this progress payment to promptly pay in full its laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of the waiver.

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

\_\_\_\_\_  
Signature: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_

EXHIBIT F

TIRE REMOVAL AND RECYCLING SCHEDULE

NORTHWEST REGIONAL SITE							
DATE	Estimated Tons	Incoming			Accum Gain	Minimum Removal	Remaining Balance
		Pass	Semi	OTR			
01/31/2003	29,700	1,475			31,175	2560	28,615
02/28/2003		1,475			30,090	3460	26,630
03/31/2003		1,475			28,105	3460	24,645
04/30/2003		1,475			26,120	4360	21,760
05/31/2003		1,475			23,235	3460	19,775
06/30/2003		1,475			21,250	3460	17,790
07/31/2003		1,475	630	35	19,930	3460	16,470
08/31/2003		1,475	630	35	18,610	4360	14,250
09/30/2003		1,475	630	35	16,390	3460	12,930
10/31/2003		1,475	630	35	15,070	3460	11,610
11/30/2003		1,475	630	35	13,750	3460	10,290
12/31/2003		1,475	630	35	12,430	4360	8,070
01/31/2004		1,475	630	35	10,210	3460	6,750
02/29/2004		1,475	630	35	8,890	3460	5,430
03/31/2004		1,475	630	35	7,570	4360	3,210
04/30/2004		1,475	630	35	5,350	3470	1,880

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QUEEN CREEK SITE							
DATE	Estimated Total Tons	Incoming			Accum Gain	Minimum Removal	Remaining Balance
		Pass	Semi	OTR			
01/31/2003	400	100	20	3	500	140	360
02/28/2003		100	20	3	460	140	320
03/31/2003		100	20	3	420	140	280
04/30/2003		100	20	3	380	140	240
05/31/2003		100	20	3	340	140	200
06/30/2003		100	20	3	300	140	160
07/31/2003		100	20	3	283	140	143
08/31/2003		100	20	3	266	140	126
09/30/2003		100	20	3	249	140	109
10/31/2003		100	20	3	232	140	92
11/30/2003		100	20	3	215	140	75
12/31/2003		100	20	3	198	140	58
01/29/2004		100	20	3	181	140	41
02/29/2004		100	20	3	164	140	24
03/31/2004		100	20	3	147	140	7
04/30/2004		100	20	3	130	130	0

0

CRM OF AMERICA CO LLC, 11400 E. PECOS ROAD, QUEEN CREEK, AZ 85242  
~~15800 SOUTH AVALON BOULEVARD, RANCHO DOMINGUEZ, CA 90220~~

**PRICING SHEET-NIGP CODE 4506401**

Terms:	NET 30
Vendor Number:	<b>W000004062 X</b>
Telephone Number:	<b>480/987-3006</b>
Fax Number:	<b>480/987-0965</b>
Contact Person:	<b>Dawn Helms</b>
E-mail Address:	<u><a href="mailto:dhelms@crmrubber.com">dhelms@crmrubber.com</a></u>
Certificates of Insurance	Required
Performance Bond Required	\$500,000.00
Contract Period:	To cover the period ending <b>January 01, 2013 2018.</b>

TOTAL BOTH SITES							
DATE	Estimated Tons	Incoming			Accum Gain	Minimum Removal	Remaining Balance
		Pass	Semi	OTR			
01/31/2003	30,100	1,575	20	3	31,675	2,700	28,975
02/28/2003	0	1,575	20	3	30,550	3,600	26,950
03/31/2003	0	1,575	20	3	28,525	3,600	24,925
04/30/2003	0	1,575	20	3	26,500	4,500	22,000
05/31/2003	0	1,575	20	3	23,575	3,600	19,975
06/30/2003	0	1,575	20	3	21,550	3,600	17,950
07/31/2003	0	1,575	650	38	20,213	3,600	16,613
08/31/2003	0	1,575	650	38	18,876	4,500	14,376
09/30/2003	0	1,575	650	38	16,639	3,600	13,039
10/31/2003	0	1,575	650	38	15,302	3,600	11,702
11/30/2003	0	1,575	650	38	13,965	3,600	10,365
12/31/2003	0	1,575	650	38	12,628	4,500	8,128
01/31/2004	0	1,575	650	38	10,391	3,600	6,791
02/29/2004	0	1,575	650	38	9,054	3,600	5,454
03/31/2004	0	1,575	650	38	7,717	4,500	3,217
04/30/2004	0	1,575	650	38	5,480	3,600	1,880

The estimates is based upon using  
 165 tons passenger, 264 tons per semi-truck and 360 tons for OTR per cell.

**SERIAL 02081 RFP WASTE TIRE RECYCLING REMOVAL AND FINAL DISPOSAL**

**DATE OF LAST REVISION: June 30, 2008**

**CONTRACT END DATE: January 01, 2018**

**CONTRACT PERIOD THROUGH JANUARY 01, 2013 2018**

**TO:** All Departments  
**FROM:** Department of Materials Management  
**SUBJECT:** Contract for **WASTE TIRE RECYCLING REMOVAL AND FINAL DISPOSAL**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on November 20, 2002 (Eff. 01/02/03).

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

**CH/mm**  
Attach

**Copy to:** Materials Management  
**Bill Thornton**, Solid Waste Management

(Please remove Serial 99238-RFP from your contract notebooks)



# **CONTRACT FOR SERVICES PURSUANT TO RFP WASTE TIRE RECYCLING, REMOVAL AND FINAL DISPOSAL**

SERIAL 02081-RFP

This Contract is entered into this 2nd day of January, 2003 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and CRM CO. LLC (CRM) a California corporation ("Contractor") for the purchase of WASTE TIRE RECYCLING, REMOVAL AND FINAL DISPOSAL services.

## **1.0 TERM**

- 1.1 This Contract is for a term of ~~Fifteen (15) TEN (10)~~ years, beginning on the 2<sup>nd</sup> day of January 2003 and ending the 1<sup>st</sup> day of January, ~~2013~~ 2018.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional five (5) year terms up to a maximum of two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

## **2.0 PAYMENT**

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as EXHIBIT A.
- 2.2 Payment shall be made after the tires are processed and upon receipt of the affidavits and payment documents listed below and as revised by the County from time to time. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. The format for invoices shall be in the form attached as EXHIBIT C. All invoices, shall be accompanied by the following documents:
  - 2.2.1 An affidavit signed by the plant manager and certified by the CEO, CFO and/or President of the company to the fact that the recycling volumes listed in the affidavit are correct. All signatures will be duly notarized as to their authenticity. A sample format is attached as EXHIBIT D. The form of the affidavit is subject to revision as needed by the Solid Waste Management Department (SWMD) of Maricopa County.
  - 2.2.2 A second copy of the waste tire removal manifests signed by the SWMD cashier/attendant. No substitution will be acceptable.
  - ~~2.2.3 Originals of unconditional lien waivers duly signed by the subcontractors. A sample format is attached as EXHIBIT E. The form of the lien waiver is subject to revision, if needed.~~
  - 2.2.4 A current progress report in the form specified in EXHIBIT B.
- 2.3 No payment will be made to the contractor unless the documents specified in Section 2.2 are complete.

3.0 DUTIES

- 3.1 The Contractor shall timely perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as EXHIBIT B.
- 3.2 Contractor agrees to perform services at the location(s) and time(s) stated in EXHIBIT B.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

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

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retention's by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insured.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

- 4.1.2.1 *Commercial General Liability.* Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 4.1.2.2 *Automobile Liability.* Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 4.1.2.3 *Workers' Compensation.* The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

#### 4.1.3 Certificates of Insurance.

- 4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and

effect. Such certificates shall identify this contract number and title. If a policy expires during the life of this Contract, a renewal certificate must be sent to the County fifteen(15) days prior to the expiration date.

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

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-(30) day's prior written notice to the County.

4.2 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor shall furnish to the Maricopa County Materials Management Department the following bonds, which shall become binding upon the award of the contract to the Contractor. The bonds must be in a form and the terms thereof must be acceptable to Maricopa County. The contract award is subject to cancellation in the event that the Contractor does not provide Performance and Payment bonds acceptable to Maricopa County.

4.2.1 A Performance Bond in the amount of **\$500,000.00** conditional upon the faithful performance of the contract in accordance with the specification, terms and conditions. Date of US postmark will be accepted as date of delivery of performance bond. Contractor is required to tender this bond on a document approved by the Arizona Department of Insurance. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance bonds are to be identified with bid serial number, title and return address.

4.2.2 A Payment Bond in the amount of **\$250,000.00** shall be required. The county shall have the right to request verification from any subcontractor as to the monthly amount incurred by the contractor. Contractor is required to tender this bond on a document approved by the Arizona Department of Insurance. A cashier's check, certified commercial check, irrevocable letter of credit or certificate of deposit, will be accepted in lieu of a bond. Payment bonds are to be identified with bid serial number, title and return address.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A++" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

4.3 PENALTIES DUE TO NON-PERFORMANCE

4.3.1 Backlog Inventories of Waste Tires

Contractor shall meet or exceed the performance schedule for removal and recycling of waste tires as detailed in EXHIBIT F. Failure to meet or exceed said schedule at any

time may be considered a breach of contract. Alternatively, the County may notify Contractor that Contractor is behind schedule and that the County will levy liquidated damages unless within 30 days the Contractor has brought its performance current with the requirements of EXHIBIT F. Liquidated damages shall be levied for each day commencing on the 31<sup>st</sup> day after notice is mailed by the County. The parties agree that it would be difficult and impractical to ascertain the damages the County would incur in the event the Contractor fails to adhere to the performance schedule. Accordingly the parties agree that liquidated damages of \$500.00 per calendar day will be levied until the Contractor is in conformance with the original schedule or until the contract is terminated by the County. The County shall have the right to retain any liquidated damages from payment that may be due to Contractor for every calendar day past thirty (30).

#### 4.3.2 New Influx of Waste Tires

Liquidated damages of \$500.00 per calendar day will also be levied against the Contractor, if maximum storage after May 1, 2004 exceeds 2,000 tons of incoming Maricopa County whole waste tires at the Northwest Regional storage site Contractor's recycling facility located at Queen Creek or any future substituted location in Maricopa County. The \$500.00 per day will also be applied to the Queen Creek storage site if maximum storage after October 1, 2003 exceeds 130 tons. These liquidated damages will be subtracted from the Contractor's monthly payment.

#### ~~4.3.3 Default~~

~~If maximum storage after May 1, 2004 exceeds 6,000 tons at the Northwest Regional storage site and/or 390 tons at the Queen Creek storage site, Contractor will be considered in default.~~

#### 4.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be in writing addressed to:

For County:

Maricopa County  
Department of Materials Management  
Attn: Director of Purchasing  
320 West Lincoln Street  
Phoenix, Arizona 85003

For Contractor:

CRM CO. LLC  
Attn: H. Barry Takallou, President  
15800 S. Avalon Blvd.  
Rancho Dominguez, CA 90220

#### 4.5 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and

documented costs incurred by the Contractor pursuant to the purchase order prior to cancellation. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.6 ESCALATION:

~~Annual requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. Adjustments to price are effective only upon written notice to Contractor. The applicable Producer Price Index (PPI) shall be Series ID PCU421930421930C PCU4299304299304. Price adjustments shall be determined using the previous twelve (12) months posting of non-preliminary data.~~

**Annually, Maricopa County receives a distribution from the State of Arizona's Waste Tire Fund (A.R.S 44-1305) strictly for use in the Count's Waste Tire Program. Waste Tire Fee Distributions are published in the Arizona Department of Revenue's FY Annual Report.**

**Effective July 1, 2007, and each July 1<sup>st</sup> thereafter, an annual price adjustment equal to the percent of change over the previous year's distribution will be applied to the contractual Rate per Ton for all pricing categories.**

4.7 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing one hundred eighty (180) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than twenty (20) days after County has notified Contractor and its Surety of its intention to declare default, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.9 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.14 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.15 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.16 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.17 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.18 PROMPT PAYMENT DISCOUNT

Maricopa County, through its "Continuous Improvement Initiatives" has identified Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area, which are intended to both improve and expedite this process. In light of these efforts, SWMD encourages contractor to offer discounts for payment made within 10 days of the submittal. If contractor wishes to avail this option, the invoice must indicate so. Failure to indicate a term will result in the County applying Net 30 days as Contractor's terms.



**GRAHAM COUNTY**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

---

Health (928) 428-1962

826 West Main Street, Safford, Arizona 85546

WIA (928) 428-7386

**DATE: FEBRUARY 10, 2009**

**TO: VALRIE BEJARANO, GILA COUNTY PUBLIC WORKS**

**FROM: NEIL KARNES, HEALTH DIRECTOR**

A handwritten signature in black ink, appearing to read "Neil Karnes", written over the "FROM" line.

**SUBJECT: EXECUTED AGREEMENTS**

**Enclosed are two executed copies of the Southeastern Arizona Waste Tire Consortium Agreement and one copy of the vendor agreement with CRM.**

**Thank you for your cooperation in this process.**

**Winters, Sharon**

**From:** Donna Carlson [donnac@crmrubber.com]  
**Sent:** Wednesday, July 08, 2009 3:53 PM  
**To:** Neil Karnes; Marty Haverty; 'Karl Moyers'; Winters, Sharon; 'Phil Ronnerud'  
**Subject:** You'll love this e-mail!!  
**Importance:** High

Dear SEAWTC Counties:

Under the price adjustment language of the Maricopa County Waste Tire Contract you will see from the attached documents that you will be billed the following:

Passenger Tires	\$80.05 per ton
Semi/truck	\$98.87 per ton
OTR	\$148.38 per ton

These prices are effective July 1, 2009.

I am assuming you are all in agreement with the new structure.

Donna J. Carlson  
Director of Communications  
CRM of America, LLC  
donnac@crmrubber.com  
(480) 987-3006

WA8  
83.06  
102.58  
OTR 153.95

7/9/2009



**11400 E. PECOS ROAD  
MESA, ARIZONA 85212  
(480) 987-3006**

# **OPERATIONAL PLAN**

**FOR THE**

**SOUTH EASTERN ARIZONA WASTE TIRE CONSORTIUM**

**FOR THE**

**REMOVAL, HAULING AND RECYCLING**

**OF THE**

**MEMBER COUNTY'S WASTE TIRES**

**2009/2018**

## **CRM OPERATIONAL Plan FOR NAVAJO COUNTY**

### **SUMMARY**

CRM is a licensed waste tire facility located in eastern Maricopa County and is the nation's largest producer of crumb rubber. CRM purchased the "Queen Creek" plant in 2002 and entered into a contract with Maricopa County to remove 3.5 million tires "stored" at Waste Tire Collection Sites (WTCS) throughout the county and deal with a continual daily influx of 16,000 tires. The initial requirement of Maricopa County contract to deal with the "stored" tires was met within a five month period. The CRM/Maricopa County contract runs until 2018 with renewal options. The length of the contract is indicative of the solid reputation CRM holds within the tire processing industry and provides stability in the Arizona Waste Tire Program. CRM is capable of processing well over 5 million tires into crumb rubber annually for use in roadways and products. CRM also contracts with the counties of Coconino, Mohave, Pima, Pinal, and Yavapai. and is currently planning a second plant in western Maricopa County.

### **CRM PRIMARY CONTACT INFORMATION.**

Dawn Helms, Director of Operations/Plant Manager  
11400 E. Pecos Road  
Queen Creek, AZ 85242  
Office Phone: (480) 987-3006  
Emergency 24/7 Mobile phone (480) 204-1561

Other contacts:

Michael D. Harrington, Sales Manager  
(480) 987-3006  
Mobile Phone: (480) 818-2680

## **CRM TRANSPORT SCHEDULE AND HOURS**

CRM is available to the South Eastern Arizona Waste Tire Consortium counties when there are sufficient tires in the any of the WTCS's to make a minimum of one full load (approx. 1,500) passenger tires. Mixed loads will vary but the absence of scales on site; make it more desirable to have the loads separated into the three classifications. CRM transport is available for operational hours of the various county WTCSs. Our experience with the other counties serviced by our company show that our crews and trucks are generally out of the WTCS by 2:30 PM. All scheduling of pick-ups should be made with Dawn Helms, the plant manager.

## **TRANSPORT COMPANIES AND EQUIPMENT.**

Because CRM ships millions of pounds of crumb rubber throughout Arizona and to other states, the company has relationships with many reputable, dependable trucking concerns. In addition to the primary subcontractor listed below, CRM utilizes Knight Transportation, L & N Logistics and Kempton.

### **C & M Tire Handlers**

**316 E. Scott**

**Gilbert, AZ 86234**

**Phone: 602-499-8305**

**Owner: Mark Johnson**

Mark Johnson is an experienced tire loader and hauler and has serviced Navajo and other counties in the past. He is conscientious about his performance, the needs of the County and has been a reliable partner to CRM.

The C & M Equipment consists of a 1975 Peterbilt, Model 377 truck, GVW 80,000 lbs, VIN # IXPCDB9X0SD373482 and a 1998 Case Loader, Model 1845 with 2000 hrs service. The truck and trailer license numbers are CB710072 AZ (truck) and J48213 (trailer). An updated equipment list is attached.

Page three

**Knight Transportation** is a national firm that was established in Plain City, Utah. It is headquartered in Phoenix, Arizona with operations throughout the United States. The Truckload Carrier Services division which CRM deals with, has a fleet consists of 3,000 modern tractors, 7,800 well maintained trailers and trained, experienced drivers. Since their fleet is so large it would be difficult to identify the specific equipment that may be used by CRM to transport the waste tires for the Southeastern Arizona Waste Tire Consortium.

**Knight Corporate Headquarters**  
5601 W. Buckeye Road  
Phoenix, Arizona 85043  
Phone: (602) 269-2000  
Fax: (602) 269-8409

**L & N Logistics, Inc.**  
1830 S. 27<sup>th</sup> Avenue  
Phoenix, AZ 85009  
Phone: (602) 484-0563

The L & N equipment includes a 1992 Freightliner, Model Cab Over, ID #1FUPAPYB4P516329, Arizona License AA09043 and a 1992 Strick 53ft Van Trailer, #1212E953XNE343629, Arizona License L97327.

Any additional equipment for tire hauling and/or handling that may be used on the county sites is listed on the Equipment Listing.

**Proposed Method of Disposal:**

All tires removed from the five counties of the South Eastern Waste Tire Consortium will be hauled directly to the CRM Queen Creek facility for recycling. The primary haul routes will be based on the shortest routes between the county and our location at 11400 E. Pecos Rd. in Mesa, Arizona

Once the tires arrive at the plant, they will be sent through the scales adjacent to the CRM plant which is a designated Maricopa WTCS, if they have not been weighed at another location. The tires will be offloaded behind the plant in a staging area for the initial processing. (Any temporary storage of tires is done in cells in accordance with state law and existing rules and regulations) During this initial phase, the tire is conveyed to a primary shredder where initial size reduction is performed. The tire shred produced, roughly 6" x 12" proceeds to a secondary shredder where it is reduced to a 6" x 6" (nominal) shred. These shreds are then placed into a hopper and fed into the next stage of size reduction, or a rasper. The rasper reduced the tire chips to a 2" x 2" chip and the start of contaminate removal begins with magnets removing liberated steel.

Page four

The 2 inch nominal chip will proceed to one of two separate recycling methods. Both entail further size reduction, however, one is at ambient air temperature and the other is a cryogenic process. In the ambient system, the tire chip is fed to a crackermill where opposing drums rip the chips into smaller particles. Liberated steel is removed by magnets and free fabric is removed via a vacuum system. The reduced tire piece proceeds to the next of three additional crackermills, each reducing the particle size and removing steel and fabric contaminants. Once the rubber particle passes the final crackermill, it has been reduced to the size of coffee grounds and all steel and fabric have been removed. It is then screened to size and bagged for shipment to our customers.

The 2 inch nominal chip could also be reduced to crumb rubber via a cryogenic processing system. Here, the 2" nominal tire chip is conveyed to a 50 foot long rotating tunnel. The chip is deposited at ambient air temperature at the beginning of the tunnel and bathed in liquid nitrogen during its journey down the tunnel. It exits the tunnel at the glass transition temperature for rubber, roughly minus 150C. As the frozen tire piece exits the tunnel it is dropped into a hammermill where the hammers shatter the chips into crumb rubber, liberating the steel and fabric at the same time. The steel and fabric are removed by magnets and air separation equipment and the crumb rubber proceeds to a dryer where moisture is eliminated. The crumb rubber is then screened to size and packaged for shipment to our customers. Approximately 70% of the crumb rubber produced and shipped is sold to paving contractors and 30% to artificial turf installers.

The contact for the CRM plant supervisors: **(602) 723-7492**

**ARF-5500**

**Regular Agenda Item 3. F.**

**Regular BOS Meeting**

Meeting Date: 06/18/2019

Submitted For: Scott Buzan, Community Development Director

Submitted By: Scott Buzan, Community Development Director

Department: Community Development Division: Planning and Zoning

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Information

Request/Subject

Request that the Board of Supervisors accept the surrender of Conditional Use Permit No. 14-02 by Ray Stephens on May 2, 2019.

Background Information

On May 6, 2014, the Board of Supervisors approved Conditional Use Permit No. 14-02 to operate a wine-making business - Trident Winery (production) in the basement of Mr. Stephens's residence located at 3465 Harps Way in Pine AZ. In July 2017, Mr. Stephens began offering wine tours with onsite wine consumption and retail wine sales at the Harps Way property. On July 28, 2017, Gila County Code Enforcement opened a complaint for the zoning violation of offering wine consumption and sales in a R1 zoned district without an approved Conditional Use Permit. This complaint progressed through the complaint procedure process including a hearing in front of the Hearing Officer, an appellate review before the Board of Supervisors and, lastly, in front of Judge Gary Scales in Superior Court. The County and Mr. Stephens with the encouragement of Judge Scales entered into a mutual release and settlement agreement on May 2, 2019, rather than continue to incur the time, expense, and uncertainty of further litigation.

Evaluation

The County's zoning complaint asserted that the offering of wine tours with onsite wine consumption and the retail sale of wine on the Harps Way property was a violation of Conditional Use Permit No. 14-02 and Gila County Zoning Ordinance No. 2014-04. Mr. Stephens agreed to termination of the winery operations or any liquor-related business on the Harps Way property including wine production as a condition of the settlement agreement.

Conclusion

With the termination of winery operations at the Harps Way property, the County achieved its objective to have onsite wine consumption and retail wine sales discontinued on the residentially zoned property. Although not requested by the County, Mr. Stephens surrendering his Conditional Use Permit for production was gladly accepted.

### Recommendation

It is recommended that the Board of Supervisors accept the surrender of Conditional Use Permit No. 14-02.

### Suggested Motion

Information/Discussion/Action to accept the surrender of Conditional Use Permit No. 14-02 by Ray Stephens on May 2, 2019. **(Scott Buzan)**

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### Attachments

CUP-14-02

Settlement Agreement

Order to Approve

---

745 N Rose Mofford Way  
(Mail to: 1400 E Ash St)  
Globe Arizona 85501  
(928)425-3231 Ext. 8514  
FAX (928)425-0829



608 E. Hwy 260  
Payson, Arizona 85541  
(928)474-9276  
FAX (928)474-0802

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## GILA COUNTY COMMUNITY DEVELOPMENT

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Robert Gould, Director

May 6, 2014

Ray Stephens  
P O Box 1461  
Pine, AZ 85544

RE: Parcel # 301-19-007R, 3465 Harps Way, Pine, Arizona

Dear Mr. Stephens,

The Board of Supervisors held a hearing on May 6, 2014 in which the Board concurs with the Planning and Zoning Commission's recommendation of approval of this Conditional Use Permit application (CUP-14-02), to operate a wine making business in the basement of his home, with the following conditions 1 through 6, plus 1 added condition referenced in number in 7:

1. That no more than three (3) employees that are nonresidents may be employed at any given time.
2. That the current floor area being used in the business, in the basement of the home is acceptable with no expansions into other areas of the home.
3. That prior to initiating the winery business the applicant shall submit approval to operate from the Gila County Health Department.
4. No business activities or advertising shall be visible from the roadway or adjacent properties.
5. That the use does not cause any sustained or unpleasant or unusual noises or vibrations or noxious fumes or odors, or cause any parking or traffic congestion in the immediate neighborhood.
6. No on-street parking.
7. Prior to opening a winery business, the applicant shall submit a copy of a Series 13 Domestic Farm Winery License issued by the Arizona Department of Liquor Licenses and Control.

Please be sure to get all other applicable approvals and permits for this project. If you have any questions, please feel free to contact Bob Gould @ 928-402-8514, [rgould@co.gila.az.us](mailto:rgould@co.gila.az.us) or Patsy Clayton @ 928-402-8513, [pclayton@co.gila.az.us](mailto:pclayton@co.gila.az.us).

Sincerely,

Robert A. Gould, Director  
Gila County Community Development Division

CC: Margie Chapman

PLANNING & ZONING • BUILDING SAFETY • FLOODPLAIN • WASTEWATER • CODE ENFORCEMENT

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (the "Agreement") is made as of this 1<sup>st</sup> day of May, 2019, by and between RAY STEPHENS, an unmarried man ("Stephens"), JULIE LA MAGNA, an unmarried woman ("La Magna") and GILA COUNTY, a body politic ("Gila County"). Stephens, La Magna and Gila County are collectively referred to herein as the "Parties".

### RECITALS

A. On approximately May 6, 2014, Gila County issued Conditional Use Permit No. CUP-14-02 to Stephens relating to the operation of the Trident Winery at the property located at 3465 N. Harp's Way in Pine, Arizona (the "Conditional Use Permit");

B. The scope and terms of the Conditional Use Permit are disputed by the Parties;

C. Gila County asserted claims against Stephens and La Magna relating to the Conditional Use Permit and other issues in the Gila County Superior Court case captioned *Gila County v. Stephens*, No. S0400CV2018-00037 (the "Stephens/La Magna Litigation");

D. The Stephens/La Magna Litigation led to the entry of a Default Judgment against La Magna on approximately May 25, 2018 (the "Default Judgment");

E. The Default Judgment has been recorded in the Office of the Gila County Recorder and Gila County currently asserts that it represents a valid lien against the property currently owned by Stephens located at 3465 N. Harps Way in Pine, Arizona (the "Stephens Property");

F. The remaining claims in the Stephens/La Magna Litigation are currently pending before the Gila County Superior Court;

G. Stephens filed an appeal from an underlying administrative decision in the Gila County Superior Court, captioned *Stephens v. Gila County*, POCV2018-00010 (the "Appeal");

H. The Gila County Superior Court has not yet issued a ruling in connection with the Appeal;

I. Stephens and La Magna may relocate the Trident Winery to a new location outside of Gila County, and will no longer be operating the Winery at the Stephens Property;

J. Rather than continue to incur the time, expense, aggravation, and uncertainty of further litigation, the Parties desire to resolve their disputes on the terms and conditions set forth herein.

## AGREEMENTS

Based on the foregoing Recitals, the accuracy of which is hereby confirmed, and in consideration of the covenants and representations set forth in the Agreement and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Termination of Winery Operations at the Stephens Property.** Any and all operations of the Trident Winery or any liquor-related business, including but not limited to production, shall be terminated at the Stephens property as of the date of the execution of this Agreement.
2. **Prohibition Upon Advertising.** Stephens shall not advertise that there is any continuing wine-related business upon the Property, including but not limited to sales, tastings or tours. Any references to such business contained on websites under Stephens or La Magna's control shall immediately be removed.
3. **Return of Conditional Use Permit.** On the date of the execution of this agreement, Stephens shall surrender the Conditional Use Permit and all rights associated therewith to Gila County.
4. **Default Judgment.** Within twenty-four hours of the execution of this Agreement, the Parties shall file a stipulation to vacate the Default Judgment. The Order granting the same shall be recorded with the Gila County Recorder.
5. **Dismissal of Litigation.** Within twenty-four hours of the execution of this Agreement, the Stephens/La Magna Litigation and the Stephens Appeal shall be dismissed with prejudice. Simultaneously, Gila County shall waive all outstanding fines against Stephens and/or La Magna, and dismiss all enforcement actions.
6. **Building Issues.** The following shall occur with respect to the present allegations of code non-compliance upon the Property:
  - a. *Inspection.* An inspection of the Property shall be conducted by Randy Pluimer within seven days of the date of this Agreement and limited to (i) the condition of the Yurt platform and whether the structure is exempt from a building permit requirement; (ii) the area in the garage where a window was previously installed but removed; and (iii) the out-building formerly used to store the Yurt. Said inspection shall not include other areas of the Property, and Gila County shall not be provided access to the residence located thereon. In the event a structure is determined not to require a permit as an exempt structure, a site plan shall be provided for review per Gila County requirements.
  - b. *Window, Outbuilding and Yurt Platform.* Stephens shall obtain building permits, to the extent required, for the items referenced in the

preceding subparagraph within forty-five days of the date of the inspection. Gila County will provide the legal basis in the applicable Code which supports any such requirement. Any required construction and a request for a final inspection shall be completed within three months after the issuance of any such permits.

- c. *Tree Platform.* Stephens shall take all steps required to secure a permit for the tree platform within six months from the date of this Agreement. Should such a permit be issued, construction of any required modifications and a request for a final inspection shall be completed within six months of the issuance of the permit. In the event of a failure to meet the deadline(s) set forth in the preceding two sentences, Stephens shall disassemble and remove the tree platform within thirty days.
- d. *Disclosure to Buyer.* In the event Stephens enters into an agreement to sell the Subject Property, a copy of this Agreement shall be provided to the buyer prior to closing.
- e. *Inspections Relating to Permitted Work.* Any inspections normally required in connection with any construction authorized by any permit issued shall be allowed.

7. **Releases.**

- a. Gila County hereby releases and discharges Stephens and La Magna, and their agents, heirs, successors and assigns, from any and all actually known claims, actions, causes of action in law or in equity, debts, demands, damages, defaults, defenses, costs, suits, contracts, covenants, agreements, controversies, breaches, promises, representations, omissions, liabilities, torts, losses, attorneys' fees and expenses, including but not limited to those relating to the claims and defenses asserted in the Stephens/La Magna Litigation and the Stephens Appeal or arising out of the facts giving rise to the Stephens/La Magna Litigation and the Stephens Appeal.
- b. Stephens and La Magna hereby release and discharge Gila County, and its agents, heirs, successors, officers, supervisors, managers, and assigns, from any and all actually known claims, actions, causes of action in law or in equity, debts, demands, damages, defaults, defenses, costs, suits, contracts, covenants, agreements, controversies, breaches, promises, representations, omissions, liabilities, torts, losses, attorneys' fees and expenses, including but not limited to those relating to the claims and defenses asserted in the Stephens/La Magna Litigation and the Stephens Appeal or arising out of the facts giving rise to the Stephens/La Magna Litigation and the Stephens Appeal.

8. **No Third Party Benefit.** Neither the Agreement nor any performance hereunder shall create any rights on behalf of any person not a party hereto, unless the intention to benefit such person is expressly set forth herein.
9. **Representation and Warranty of Capacity to Execute Agreement.** The Parties represent and warrant to each other that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action which they are releasing by this Agreement; that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of their respective claims, demands, or causes of action which they are releasing by this Agreement; and that they have the sole right and exclusive authority to execute this Agreement on their own respective behalves.
10. **Representation of Comprehension of Document.** In entering into the Agreement, each party represents that it is represented by the attorneys of its choice, that it has fully read and understands this agreement and voluntarily accepts the terms of this Agreement.
11. **Attorneys' Fees.** Each party shall bear its own attorneys' fees and costs related to the settled claims and the preparation and review of this Agreement. In the event of litigation involving this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, costs and expenses.
12. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona. The language of the Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties.
13. **Entire Agreement and Successors-in-Interest.** This Agreement constitutes the complete understanding between the Parties and supersedes any and all prior agreements, promises, representations, or inducement, no matter its or their form, concerning the settlement of the Parties' claims in the Litigation. No promises or agreements made subsequent to the execution of the Agreement between the Parties shall be binding unless reduced to writing and signed by authorized representatives of these Parties. The Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties.
14. **Headings.** The headings throughout the Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the Agreement.
15. **Severability.** If any provision of this Agreement, is deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way and shall be enforced to the greatest extent permitted by law.

16. **Counterparts.** The Parties agree that this Agreement may be executed in counterparts, and by the different parties hereto on separate counterparts, each of which, when so executed, shall constitute but one and the same document. A copy of this executed Agreement delivered electronically shall be deemed an original for execution purposes.

17. **Court Approval/Retained Jurisdiction.** The Parties shall request that the Court enter its approval of this Agreement by formal written order. The Court shall retain jurisdiction over the enforcement of this Agreement and shall have the authority to issue orders and sanctions in the event of non-compliance by either Party.

\_\_\_\_\_  
Ray Stephens

\_\_\_\_\_  
Julie La Magna

GILA COUNTY, a body politic

Homero Vela May 2, 2019  
By Homero Vela  
Its Assistant County Manager

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (the "Agreement") is made as of this 1<sup>st</sup> day of May, 2019, by and between RAY STEPHENS, an unmarried man ("Stephens"), JULIE LA MAGNA, an unmarried woman ("La Magna") and GILA COUNTY, a body politic ("Gila County"). Stephens, La Magna and Gila County are collectively referred to herein as the "Parties".

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D. The Stephens/La Magna Litigation led to the entry of a Default Judgment against La Magna on approximately May 25, 2018 (the "Default Judgment");

E. The Default Judgment has been recorded in the Office of the Gila County Recorder and Gila County currently asserts that it represents a valid lien against the property currently owned by Stephens located at 3465 N. Harps Way in Pine, Arizona (the "Stephens Property");

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G. Stephens filed an appeal from an underlying administrative decision in the Gila County Superior Court, captioned *Stephens v. Gila County*, POCV2018-00010 (the "Appeal");

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J. Rather than continue to incur the time, expense, aggravation, and uncertainty of further litigation, the Parties desire to resolve their disputes on the terms and conditions set forth herein.

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a. *Inspection.* An inspection of the Property shall be conducted by Randy Pluimer within seven days of the date of this Agreement and limited to (i) the condition of the Yurt platform and whether the structure is exempt from a building permit requirement; (ii) the area in the garage where a window was previously installed but removed; and (iii) the out-building formerly used to store the Yurt. Said inspection shall not include other areas of the Property, and Gila County shall not be provided access to the residence located thereon. In the event a structure is determined not to require a permit as an exempt structure, a site plan shall be provided for review per Gila County requirements.

b. *Window, Outbuilding and Yurt Platform.* Stephens shall obtain building permits, to the extent required, for the items referenced in the

preceding subparagraph within forty-five days of the date of the inspection. Gila County will provide the legal basis in the applicable Code which supports any such requirement. Any required construction and a request for a final inspection shall be completed within three months after the issuance of any such permits.

- c. *Tree Platform.* Stephens shall take all steps required to secure a permit for the tree platform within six months from the date of this Agreement. Should such a permit be issued, construction of any required modifications and a request for a final inspection shall be completed within six months of the issuance of the permit. In the event of a failure to meet the deadline(s) set forth in the preceding two sentences, Stephens shall disassemble and remove the tree platform within thirty days.
- d. *Disclosure to Buyer.* In the event Stephens enters into an agreement to sell the Subject Property, a copy of this Agreement shall be provided to the buyer prior to closing.
- e. *Inspections Relating to Permitted Work.* Any inspections normally required in connection with any construction authorized by any permit issued shall be allowed.

7. **Releases.**

- a. Gila County hereby releases and discharges Stephens and La Magna, and their agents, heirs, successors and assigns, from any and all actually known claims, actions, causes of action in law or in equity, debts, demands, damages, defaults, defenses, costs, suits, contracts, covenants, agreements, controversies, breaches, promises, representations, omissions, liabilities, torts, losses, attorneys' fees and expenses, including but not limited to those relating to the claims and defenses asserted in the Stephens/La Magna Litigation and the Stephens Appeal or arising out of the facts giving rise to the Stephens/La Magna Litigation and the Stephens Appeal.
- b. Stephens and La Magna hereby release and discharge Gila County, and its agents, heirs, successors, officers, supervisors, managers, and assigns, from any and all actually known claims, actions, causes of action in law or in equity, debts, demands, damages, defaults, defenses, costs, suits, contracts, covenants, agreements, controversies, breaches, promises, representations, omissions, liabilities, torts, losses, attorneys' fees and expenses, including but not limited to those relating to the claims and defenses asserted in the Stephens/La Magna Litigation and the Stephens Appeal or arising out of the facts giving rise to the Stephens/La Magna Litigation and the Stephens Appeal.

8. **No Third Party Benefit.** Neither the Agreement nor any performance hereunder shall create any rights on behalf of any person not a party hereto, unless the intention to benefit such person is expressly set forth herein.

9. **Representation and Warranty of Capacity to Execute Agreement.** The Parties represent and warrant to each other that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action which they are releasing by this Agreement; that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of their respective claims, demands, or causes of action which they are releasing by this Agreement; and that they have the sole right and exclusive authority to execute this Agreement on their own respective behalves.

10. **Representation of Comprehension of Document.** In entering into the Agreement, each party represents that it is represented by the attorneys of its choice, that it has fully read and understands this agreement and voluntarily accepts the terms of this Agreement.

11. **Attorneys' Fees.** Each party shall bear its own attorneys' fees and costs related to the settled claims and the preparation and review of this Agreement. In the event of litigation involving this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, costs and expenses.

12. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona. The language of the Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties.

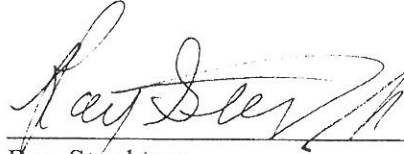
13. **Entire Agreement and Successors-in-Interest.** This Agreement constitutes the complete understanding between the Parties and supersedes any and all prior agreements, promises, representations, or inducement, no matter its or their form, concerning the settlement of the Parties' claims in the Litigation. No promises or agreements made subsequent to the execution of the Agreement between the Parties shall be binding unless reduced to writing and signed by authorized representatives of these Parties. The Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties.

14. **Headings.** The headings throughout the Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the Agreement.

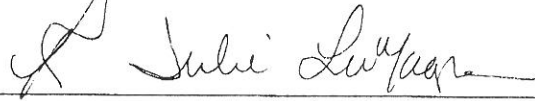
15. **Severability.** If any provision of this Agreement, is deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way and shall be enforced to the greatest extent permitted by law.

16. **Counterparts.** The Parties agree that this Agreement may be executed in counterparts, and by the different parties hereto on separate counterparts, each of which, when so executed, shall constitute but one and the same document. A copy of this executed Agreement delivered electronically shall be deemed an original for execution purposes.

17. **Court Approval/Retained Jurisdiction.** The Parties shall request that the Court enter its approval of this Agreement by formal written order. The Court shall retain jurisdiction over the enforcement of this Agreement and shall have the authority to issue orders and sanctions in the event of non-compliance by either Party.



Ray Stephens



Julie La Magna

GILA COUNTY, a body politic

\_\_\_\_\_  
By Homero Vela  
Its Assistant County Manager

Michael J. Harper, Bar #18386  
HARPER LAW OFFICES, P.C.  
111 W. Cedar Lane, Suite C  
Payson, Arizona 85541  
Telephone: (928) 474-9230  
Fax: (928) 492-1888  
mjh@harperazlaw.com

Attorneys for Ray Stephens

**IN THE ARIZONA SUPERIOR COURT**

**IN AND FOR GILA COUNTY**

GILA COUNTY,

Plaintiff,

v.

RAY STEPHENS et al.,

Defendants.

No. S0400CV2018-00037

**ORDER APPROVING  
SETTLEMENT AGREEMENT**

(Assigned to the Honorable  
Gary V. Scales)

Upon stipulation by the parties, and good cause appearing, it is hereby ordered approving the Mutual Release and Settlement Agreement attached as Exhibit 1 to their Stipulated Request for Approval of Settlement Agreement. the Court shall retain jurisdiction over this matter for purposes of the enforcement of the Agreement.



eSigned by Scales, Gary V 05/07/2019 08:03:20 JmYcCui3

**ARF-5506**

**Regular Agenda Item 3. G.**

**Regular BOS Meeting**

Meeting Date: 06/18/2019

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY2020

Budgeted?: Yes

Contract Dates 7/1/2016

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Request Board adopt new Policy No. BOS-FIN-116 - *Public Safety Personnel Retirement System Funding.*

Background Information

The State of Arizona House of Representatives at the Fifty-third Legislature second regular session in 2018 passed House Bill 2097 which amended Title 38, Chapter 5, Article 4, Arizona Revised Statutes, by adding section 38-863.01 - Pension funding policies; employers, which relates to the Public Safety Personnel Retirement System (PSPRS). A.R.S. §38-863.01 requires the Board of Supervisors to adopt and post a pension funding policy annually beginning on or before July 1, 2019. Beginning on or before July 1, 2019, each governing body of an employer shall annually: Adopt a pension funding policy for the system for employees who were hired before July 1, 2017. The pension funding policy shall include funding objectives that address at least the following: How to maintain stability of the governing body's contributions to the system. How and when the governing body's funding requirements of the system will be met. Defining the governing body's funded ratio target under the system and the timeline for reaching the targeted funded ratio. Formally accept the employer's share of the assets and liabilities under the system based on the system's actuarial valuation report. The governing body shall post the pension funding policy on the governing body's website.

The policy was presented to the Board as a work session item on June 4, 2018, for the Board's review.

### Evaluation

A.R.S. §38-863.01 requires the Board of Supervisors to adopt and post a pension funding policy annually beginning on or before July 1, 2019.

### Conclusion

A.R.S. §38-863.01 requires the Board of Supervisors to adopt and post a pension funding policy annually beginning on or before July 1, 2019.

### Recommendation

Staff recommends adoption of new Policy No. BOS-FIN-116 - *Public Safety Personnel Retirement System Funding* to satisfy the requirement of A.R.S. §38-863.01.

### Suggested Motion

Information/Discussion/Action to adopt new Policy No. BOS-FIN-116 - *Public Safety Personnel Retirement System Funding*. **(Mary Springer)**

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### Attachments

ARS 38-863.01

BOS-FIN-116

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State of Arizona  
House of Representatives  
Fifty-third Legislature  
Second Regular Session  
2018

**CHAPTER 112**  
**HOUSE BILL 2097**

AN ACT

AMENDING TITLE 38, CHAPTER 5, ARTICLE 4, ARIZONA REVISED STATUTES, BY  
ADDING SECTION 38-863.01; RELATING TO THE PUBLIC SAFETY PERSONNEL  
RETIREMENT SYSTEM.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:  
2 Section 1. Title 38, chapter 5, article 4, Arizona Revised  
3 Statutes, is amended by adding section 38-863.01, to read:  
4 38-863.01. Pension funding policies; employers  
5 A. BEGINNING ON OR BEFORE JULY 1, 2019, EACH GOVERNING BODY OF AN  
6 EMPLOYER SHALL ANNUALLY:  
7 1. ADOPT A PENSION FUNDING POLICY FOR THE SYSTEM FOR EMPLOYEES WHO  
8 WERE HIRED BEFORE JULY 1, 2017. THE PENSION FUNDING POLICY SHALL INCLUDE  
9 FUNDING OBJECTIVES THAT ADDRESS AT LEAST THE FOLLOWING:  
10 (a) HOW TO MAINTAIN STABILITY OF THE GOVERNING BODY'S CONTRIBUTIONS  
11 TO THE SYSTEM.  
12 (b) HOW AND WHEN THE GOVERNING BODY'S FUNDING REQUIREMENTS OF THE  
13 SYSTEM WILL BE MET.  
14 (c) DEFINING THE GOVERNING BODY'S FUNDED RATIO TARGET UNDER THE  
15 SYSTEM AND THE TIMELINE FOR REACHING THE TARGETED FUNDED RATIO.  
16 2. FORMALLY ACCEPT THE EMPLOYER'S SHARE OF THE ASSETS AND  
17 LIABILITIES UNDER THE SYSTEM BASED ON THE SYSTEM'S ACTUARIAL VALUATION  
18 REPORT.  
19 B. THE GOVERNING BODY SHALL POST THE PENSION FUNDING POLICY ON THE  
20 GOVERNING BODY'S PUBLIC WEBSITE.

APPROVED BY THE GOVERNOR APRIL 3, 2018.

FILED IN THE OFFICE OF THE SECRETARY OF STATE APRIL 3, 2018.

<b>Gila County Policy - Finance</b>  <b>Public Safety Personnel Retirement System Funding</b>	<b>Policy Number: BOS-FIN-116</b>	<b>Page</b>  <b>1 of 2</b>
	<b>Replaces:</b>  <b>Adopted: 06-04-2019</b> <b>Revised:</b>	

## 1. PURPOSE

To establish a pension funding policy, in accordance with A.R.S. §§38-863.01, that identifies the Board of Supervisors' funding objectives and strategies for maintaining stability of the County's Annual Required Contribution (ARC) and addressing the County's Unfunded Actuarial Accrued Liability (UAAL).

## 2. DEFINITIONS

- A. Unfunded Actuarial Accrued Liability (UAAL) - Is the difference between trust assets and the estimated future cost of pensions earned by employees.
- B. Annual Required Contribution (ARC) - Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost - which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL - which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.
- C. Funded Ratio - Is a ratio of fund assets to actuarial accrued liability.

## 3. COUNTY SHARE OF ASSETS AND LIABILITIES

The Board formally accepts the assets, liabilities, and current funding ratio of the County's Public Safety Personnel Retirement System (PSPRS) trust funds as reported by PSPRS, the plan administrator from their June 30, 2017 actuarial valuation, which are detailed below.

<b>Trust Fund</b>	<b>Assets</b>	<b>Accrued Liability</b>	<b>Unfunded Actuarial Accrued Liability</b>	<b>Funded Ratio</b>
Sheriff's Office	\$7,183,052	\$19,707,313	\$12,524,261	36.4%
Adult Detention	\$5,117,096	\$6,771,272	\$1,654,176	75.6%
Dispatchers	\$1,407,642	\$2,128,888	\$ 721,246	66.1%
Totals	\$13,707,790	\$28,607,473	\$14,899,683	N/A

<b>Gila County Policy - Finance</b>  <b>Public Safety Personnel Retirement System Funding</b>	<b>Policy Number: BOS-FIN-116</b>	<b>Page</b>  <b>2 of 2</b>
	<b>Replaces:</b>  <b>Adopted: 06-04-2019</b> <b>Revised:</b>	

Consistent with the PSPRS Actuarial Funding Policy, the Board's PSPRS funding ratio goal is 100% (fully funded) over a period of 20 years.\*

The plan to achieve this goal requires full ARC payments (normal cost and UAAL amortization) from operating funds over the entire amortization period of 20 years.\* The estimated ARC for FY19 is \$1,632,113.

*\*Note: The plan to amortize the UAAL over an extended period of time is conditional on the accuracy of the actuarial assumptions. These assumptions are updated on an annual basis and the ARC as well as the amortization period may be adjusted.*

**SIGNATURE:**

\_\_\_\_\_  
**CHAIRMAN, BOARD OF SUPERVISORS**

\_\_\_\_\_  
**DATE**

**ARF-5516**

**Regular Agenda Item 3. H.**

**Regular BOS Meeting**

Meeting Date: 06/18/2019

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY2019

Budgeted?: Yes

Contract Dates 063019

Grant?: Yes

Begin & End:

Matching No

Fund?: New

Requirement?:

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Information

Request/Subject

Contract Cancellation in Response to Invitation for Bids (IFB) No. 111518-2 Purchase of One F150 Crew Cab 4x4 Sheriff's Office Task Force Vehicle.

Background Information

On February 19, 2019, the Board of Supervisors awarded Contract No. 111518-2 to Tate's Auto Center-Holbrook. On March 28, 2019, Tate's Auto Center-Holbrook informed Fleet Management that they had filed Chapter 11 (bankruptcy), and because of this they would not be able to honor the terms of IFB No. 111518-2. On April 2, 2019, the Board of Supervisors unanimously voted to disapprove Amendment 1 to Contract No. 111518-2 with Tate's Auto Center-Holbrook due to their filing of Chapter 11. McSpadden Ford was the second lowest bidder and at the April 16, 2019 Board meeting McSpadden was awarded the contract. During the course of the procurement, Lisa Wielenga from McSpadden Ford informed the County that the vehicle could not be available by the end of the fiscal year which was a requirement of the special revenue funds that are being used to purchase the vehicle. McSpadden Ford searched for a vehicle that was already in inventory and worked with the upfitter supplier to see if the vehicle could be upfitted with the law enforcement package. Unfortunately this was not the case so this request asks to cancel the contract with McSpadden Ford and approve the purchase of the vehicle off of the State contract with San Tan Ford in the amount of \$55,367.12. San Tan Ford is able to deliver the vehicle before fiscal year end complete with the upfitting as required. The special

revenue funding is the program income from the RICO fund and must be spent prior to fiscal year end. The fund is able to able to absorb the price increase.

### Evaluation

Fleet Management requests that the Board of Supervisors cancel the existing contract with McSpadden Ford and approve the purchase off of the State contract with San Tan Ford. The vehicle will be needed in the fleet in the coming year for the Sheriff's Office Task Force use. This vehicle would replace unit B-170, a 2008 Chevrolet Tahoe 4x4 with more than 150,000 miles and a bad transmission that is costing a lot of money in repairs and fuel. Vehicle B-170 will be used as a "trade in" to prevent increasing the size of the fleet and will be disposed of at auction.

### Conclusion

The vehicle that will be purchased from State contract vendor San Tan Ford and will be assigned to the Sheriff's Office Task Force. The increase in price is due to this vehicle already existing on the lot and was available to be upfitted and delivered before the end of the fiscal year when the funding is available. There is capacity in the funding source to accept the increase in cost.

### Recommendation

The Public Works Department Director recommends that the Board of Supervisors cancel Contract No. 111518-2 with McSpadden Ford; and approve the purchase of one new Ford F150 full size, 1/2 ton, 4x4, crew cab pickup with installed insert and security equipment from State contract supplier San Tan Ford.

### Suggested Motion

Information/Discussion/Action to cancel Contract No. 111518-2 with McSpadden Ford in the amount of \$49,767.30; and approve the purchase of one new Ford F150 full size, 1/2 ton, 4x4, crew cab pickup with installed insert and security equipment from State contract supplier San Tan Ford in the amount of \$55,367.12. **(Mary Springer)**

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### Attachments

McSpadden 111518-2 Contract

San Tan Ford State Contract Quote

State Contract ADSP017-166124

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**GILA COUNTY**

**REVISED 04-16-19**

**BID NO. 111518-2**

**Purchase of One (1) New Ford F150 Crew Cab 4X4**



**\*BOARD OF SUPERVISORS\***

**Tim R. Humphrey, Chairman**

**Woody Cline, Vice Chairman**

**Woody Cline, Member**

**\*COUNTY MANAGER\***

**James Menlove**



**GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF INVITATION FOR BID**

1400 E. Ash Street  
Globe, Arizona  
85501

**SOLICITATION NUMBER  
111518-2**

**BID DUE DATE:** Tuesday January 15, 2019

**TIME:** 4:00 PM

**DESCRIPTION:** Purchase of One (1) New Ford F150 Crew Cab 4X4

**Bid Opening Location:** GILA COUNTY FINANCE DEPARTMENT  
ATTN: BETTY HURST  
COPPER BUILDING  
1350 EAST MONROE GLOBE, ARIZONA 85501

**Bid Submittal Location:** GILA COUNTY FINANCE DEPARTMENT, 1400 E. Ash St., Globe, AZ 85501

Invitation for Bid for the materials and services specified will be received by the Gila County Procurement Group at the above specified location until the time and date cited.

Request for submittals after the specified date and time to the Procurement Group shall not be considered. To receive bid documents, contact the Procurement Group at (928) 402-4355 or click on the following link to the County website. [http://www.gilacountyaz.gov/government/finance/procurement/current\\_bids.php](http://www.gilacountyaz.gov/government/finance/procurement/current_bids.php)

Additional instructions for preparing a bid are provided on pages 4-6 of the bid documents to Offerors as contained within the solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Group Statement of Procedures. A copy of the Gila County Procurement Group Statement of Procedures is available for review in the Deputy Clerk of the Board's office, Globe, AZ.

Payson Roundup advertisement dates: December 11, 2018 and December 25, 2018

**BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Designated Department: Gila County Fleet Management  
Type of contract: Term  
Term of Contract: Twelve Months  
Phone Number: (928) 951-3705

Signed: \_\_\_\_\_  
Tim R. Humphrey, Chairman, Board of Supervisors

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

Signed: \_\_\_\_\_  
Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

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

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**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

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**GENERAL SCOPE**

It is the intent of this solicitation to award a contract for the Purchase of One (1) New Ford F150 Crew Cab 4X4 for the Sheriff's Office under Fleet Management in Gila County. Vehicles will be fully upfitted with security equipment.

The County may choose to award this contract as a whole, or make multiple awards, depending on what is deemed to be in the County's best interest considering price, specifications, and delivery date. The request for price of an item does not guarantee a purchase but merely provides the County with the option if the need arises.

See attached: **Exhibit "C" Pages 12-13, and Page 15-17 as specified on Price Sheet for total price being proposed.**

Vendors who agree to provide the Minimum Bid Specifications for this Invitation for Bid shall be considered for award.

**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

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**INSTRUCTIONS TO VENDORS**

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

**EXHIBIT "A" INSTRUCTIONS TO VENDORS**

**Preparation of Sealed Bid**

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

**Amendments**

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

**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

---

Instructions to Vendors continued...

1. Completion of the Bidder Checklist & Addenda Acknowledgment form, page 19.

Failure to indicate receipt of addenda in the above manner may result in a bid being rejected as non-responsive. If no addenda have been issued, please indicate so by writing "Not Applicable" in the space provided under #1. The Vendor Checklist & Addenda Acknowledgment form must be signed and dated.

**Inquiries**

Any questions related to this IFB must be directed to those whose names appear on the Notice. Questions should be submitted in writing when time permits. The Gila County Supervisors, at their sole discretion, may require all questions be submitted in writing. Any correspondence related to an Invitation for Bids should refer to the appropriate Invitation for Bids number, page, and paragraph number. However, the Vendor(s) must not place the IFB number on the outside of an envelope containing questions since such an envelope may be identified as a sealed Bid and may not be opened until after the official IFB due date and time. Questions received less than five (5) working days prior to the date for opening Bids will be answered only if time permits. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**Late Bids**

Any bid received later than the date and time specified on Notice for Sealed Bids shall not be considered.

***Submittal Bid Format:***

**It is requested that One (1) Original and One (1) copy (2 TOTAL) with original signatures on both sets of the Qualification and Certification Form, Price Sheets, No Collusion Form, Certification Regarding Debarment, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page shall be submitted on the forms and in the format specified in the Invitation for Bid.** The County will not be liable for any cost incident to the preparation of Bid, materials, reproductions, presentations, copy-right infringements, etc. It is permissible to copy these forms if required. Facsimiles or mailgrams shall not be considered.

1. By signature in the offer section of the Offer and Acceptance page, Vendor certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Vendor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - C. In order to conserve resources, reduce procurement costs, improve timely acquisition and cost of supplies and to improve efficiency and economy of procurement, any political subdivision, State, County, City, Town, etc., of the State of Arizona, will be allowed by the Vendor(s) awarded the contract to provide the same services, at the same prices stated in the bid. Delivery charges may differentiate depending on geographical location.

**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

---

*Instructions to Vendors continued...*

2. Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipts of Bids.
3. The County is not responsible for any Vendor's errors or omissions. Negligence in preparing an offer confers no right to the Vendor unless the Vendor discovers and corrects such errors prior to the Bid deadline.

**All bids shall be submitted in a sealed envelope:**

- **Minimum of Two (2) copies with original signatures shall be provided by the Vendor;**
- **The words "Invitation for Bid" with Title "Purchase of One (1) New Ford F150 Crew Cab 4X4", "Bid No. 111518-2", "January 15, 2019" and "4:00 PM" shall be written on the face of the envelope;**
- **The Vendor shall assume full responsibility for timely delivery at the location designated in the Notice.**
- **No bids will be accepted after 4:00 P.M. AZ Time, Tuesday, January 15, 2019. Bids will be opened at 4:00 P.M., Tuesday January 15, 2019.**

**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

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**GENERAL TERMS AND CONDITIONS**

**Award of Contract**

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

**Protests**

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

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

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

**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

---

General Terms & Conditions continued...

**Laws and Ordinances**

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

**EXHIBIT "B" CONTRACT AWARD AGREEMENT**

This exhibit shall serve as the contract agreement to any Vendor, their agents, subcontractors or representatives, awarded this or any portion of this contract by the County, by submitting Bids to this or any other solicitation requiring sealed bids, does hereby agree to the following provisions. Proof of acceptance of these provisions will be the Vendor's signature(s) appearing on page 20, Vendors Offer Page, and Exhibit "D" Vendors Qualification and Certification form page 14. This Contract shall include the Invitation for Bids No. 111518-2 and all exhibits attached to it, including but not limited to the Qualification and Certification Form, Price Sheets, No Collusion Affidavit, Legal AZ Workers Act Compliance Form, Bidders Checklist and Addenda Acknowledgment Form, and Offer Page which are all incorporated into this agreement by this reference.

**Overcharges by Antitrust Violations**

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

**Authority to Contract**

This contract shall be based upon the Invitation for Bids No. 111518-2, issued by the County, and the offer submitted by the Vendor in response to the IFB. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the IFB which is incorporated by this reference into this agreement. The county reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County Attorney, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Gila County and the Vendor relating to these requirements. The Contract shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreement in any form. The contract activity is issued under the authority of the Gila County Manager, after the Gila County Board of Supervisors approves the award. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Gila County Board of Supervisors in the form of an official contract amendment. Any attempt to alter any documents on the part of the Vendor or any agency is a violation of the Gila County Procurement Group Statement of Procedures. Any such action is subject to the legal and contractual remedies available to the County inclusive, but not limited to, contract cancellation, suspension or debarment of the Vendor.

**Contract Amendments**

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

**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

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Exhibit "B" Contract Award Agreement continued...

**Contract Default**

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

**Right to Assurance**

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

**Costs and Payments**

Payments shall comply with the requirements of A.R.S. Title 35 and 41, Net 30 days. Upon receipt and acceptance of goods and services, the Vendor shall submit a complete and accurate invoice for payment.

IRS W9 Form: In order to receive payment, the Vendor shall have a current IRS W9 Form on file with the County unless not required by law.

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

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

**Cancellation of County Contracts**

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

**Termination of Contract**

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

**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

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Exhibit "B" Contract Award Agreement continued...

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

1. In the opinion of the County, the Vendor fails to perform adequately the stipulations, conditions or services and specifications required in the contract.
2. In the opinion of the County, the Vendor attempts to impose on the County material products, or workmanship, which is of unacceptable quality.
3. Vendor fails to furnish the required service or product within the time stipulated in the contract.
4. In the opinion of the County, the Vendor fails to make progress in the performance of the requirements of the contract or give the County a positive indication that Vendor will not, or cannot, perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds, which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify the Vendor at the earliest possible time which service may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**General**

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

**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

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Exhibit "B" Contract Award Agreement continued...

**Indemnification Clause**

Vendor 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 Vendor 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 Vendor 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 Vendor from and against any and all claims. It is agreed that the Vendor will be responsible for primary loss investigation, defense and judgment costs.

**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

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**MINIMUM SPECIFICATIONS**

**EXHIBIT "C" MINIMUM SPECIFICATIONS FOR: 111518-2**

**Purpose:** It is the intent of Gila County to establish, by this Invitation for Bids, a contract to Purchase of One (1) New Ford F150 Crew Cab 4X4. This Invitation for Bid No. 111518-2 including the Qualification and Certification Form, Price Sheets, No Collusion Form, Legal AZ Workers Act Compliance Form, Certification Regarding Debarment, Checklist and Addenda Acknowledgment Form, and Offer Page constitutes the entire Bid package and by this reference is hereby incorporated into this agreement.

**SECTION 1.0**

**General:**

- 1.1 All product specifications are **minimum**. Vendor must provide product specification sheet.
- 1.2 Vendor should have adequate manufacturing / stock facilities to serve the needs of Gila County.
- 1.3 All proposals must represent the entire package.
- 1.4 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of County needs and in no event shall the County be obligated to purchase the exact quantities of any item set forth in the proposal. The County does not guarantee any maximum or minimum amounts of purchase.

**SECTION 2.0**

**Bid Pricing:**

- 2.1 The Vendor shall submit the bid in the form of a firm unit price for the contract period. Initial contract period is through April 1, 2019. Vendor shall incorporate all freight, profit, and discount into their price.
- 2.2 **The term of the contract shall commence upon award and shall remain in effect through April 1, 2019, unless terminated, cancelled or extended as otherwise provided herein.**

**SECTION 3.0**

**Ordering and Delivery:**

- 3.1 **ORDERING:** Gila County does not warrant the order quantity of any item prior to actual need. Gila County may re-order item as it becomes necessary or based on the required needs within the County during the term of this contract.
- 3.2 **PRODUCT DELIVERY** Location: Gila County Shop, 1001 W. Besich Blvd, Globe, AZ. The Board of Supervisors may designate other or alternate delivery sites at any time during the term of the contract. These needs may be based on, but not limited to, seasonal, emergency, historical usage data.

**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

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*Exhibit "C" Minimum Specifications continued...*

- 3.3 DELIVERY TIME: Vehicles must be delivered no later than April 1, 2019. Failure to provide delivery within this time period may result in termination of this contract and award to the next lowest, responsible bidder.
  
- 3.4 Vendor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risks of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The County will assist the Vendor in arranging for inspection.

**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

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**QUALIFICATION AND CERTIFICATION FORM**

**EXHIBIT "D" VENDORS QUALIFICATION AND REFERENCE LIST**

**PURPOSE**

This exhibit shall serve as a requirement to enable the evaluation team to assess the qualifications of Vendors under consideration for final award. The information may or may not be a determining factor in award.

**CONTACT NUMBER 111518-2 Purchase of One (1) New Ford F150 Crew Cab 4X4**

The applicant submitting this Bid warrants the following:

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

Mc Spadden Ford Inc  
1601 W Broad Globe AZ 85501  
(928) 425-4491

2. Has Vendor (under its present or any previous name) ever failed to complete a contract?  
\_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reason Vendor failed to perform in the narrative part of this Contract.
3. Has Vendor (under its present or any previous name) ever been disbarred or prohibited from competing for a contract? \_\_\_\_\_ Yes X No. If "Yes", give details, including the date, the contracting agency, the reasons for the Vendors disqualifications, and whether this disqualification remains in effect in the narrative part of this Contract.
4. Has a contracting agency ever terminated a contract with the Vendor (under your firm's present or any previous name) prior to end of contract period? \_\_\_\_\_ Yes X No. If "Yes", give details including the date, the contracting agency, and the reasons offer was terminated in the narrative part of this Contract.
5. Vendor must also provide at least the following information:
- a. A Cost Bid shall be submitted on the Price Sheet, attached hereon and made a full part of this contract by this reference.
  - b. Gila County reserves the right to request additional information.

  
Signature of Authorized Person to Sign

Lisa Wiebigs  
Printed Name

General Manager  
Title

**PRICE SHEET SHERIFF'S OFFICE TASK FORCE****DESCRIPTION: ONE (1) New Ford F150 Crew Cab****Vehicle Year, Make, & Model: 2019 Ford F150 Crew Cab 4x4**

MINIMUM SPECIFICATIONS One (1) New Ford F150 Crew cab 4x4	MEETS MINIMUM SPECIFICATIONS	
	NO	YES
Exterior: ANY COLOR OTHER THAN WHITE, Red or Blue (Gray)		X
Front Tow Hooks		X
Interior: Charcoal or Light Color		X
Cloth Seats		X
Power Features: Driver Seat;		X
Power steering; Door Locks; Windows; Mirrors.		X
Trailer Towing Package with Receiver Hitch, to include Engine and Transmission Oil Coolers, Brake Controller, etc., 7000 GVWR or similar.		X
Power Steering and Tilt Steering Wheel		X
A/C & Heat		X
Factory Solar Tinted Windows		X
Remote Keyless Entry PLUS 5 ENTRY AND IGNITION KEYS/FOBS AS REQUIRED FOR ENTRY AND OPERATION		X
Cruise Control		X
AM / FM CD Radio W/Hands Free Bluetooth Cell Phone Capability		X
Gas Engine: V-6 Turbo Charged or V-8 Equivalent		X
Automatic Transmission		X
5 Full Size LT (10 Ply) All Season On/Off Roads Tires		X
3:73 Gear Ratio with Locking Differential	X	
Skid Plate Package		X
130 Amp Alternator		X
4 Wheel Drive		X
Black Tube Style Step Bars on Driver Side and Passenger Side		X
Backup Camera System		X
Collision Avoidance System		X
Lane Departure System	X	
Tire Jack and Tire Changing Tools.		X
Full Sized Spare Tire.		X
SUB – TOTAL AMOUNT	\$	35380.00
OTHER COSTS	\$	-0-
SALES TAX	\$	3148.82
TOTAL AMOUNT OF DELIVERED VEHICLE	\$	38528.82

**Delivery Location:** Gila County Fleet Management, 1001 W. Besich Blvd., Globe, AZ 85501**Estimated Date of Delivery:** April 1, 2019**Vendor Name:** McSpadden Ford Inc **Contact Number:** \_\_\_\_\_

CNGP530

VEHICLE ORDER CONFIRMATION

01/09/19 16:34:44

==>

Dealer: F56481

2019 F-150

Page: 1 of 1

Order No: 1111 Priority: C1 Ord FIN: QA521 Order Type: 5B Price Level: 950

Ord Code: 150A Cust/Flt Name: GILA COUNTY

PO Number:

RETAIL

RETAIL

W1P	F150 POL RESP	\$42955	.PRO TRAILER AST	
	145" WHEELBASE		60P PRE-COLLISION	145
UX	INGOT SILVER		67T TRL BRAKE CONTR	275
P	POLICE SEAT		SP DLR ACCT ADJ	
G	MED EARTH GRAY		SP FLT ACCT CR	
150A	EQUIP GRP		FUEL CHARGE	
	.XL SERIES		B4A NET INV FLT OPT	NC
	.18" MACH WHEEL		PRICED DORA	NC
994	3.5L V6 GTDI		DEST AND DELIV	1595
44G	ELEC 10-SPDAUTO		TOTAL BASE AND OPTIONS	45965
	.LT275/65R18C		TOTAL	45965
	.3.55 ELEC LOCK		*THIS IS NOT AN INVOICE*	
	LT CAPABILITY			
	7000# GVWR			

53A TRAILER TOW PKG 995

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC059731

## PRICE SHEET

**DESCRIPTION: Aftermarket Upfitting of One (1) New Ford F150 Full Size Crew Cab for Law Enforcement Use**

*(Build Sheet Must Accompany Proposal)*

<b>MINIMUM SPECIFICATIONS</b> <b>Aftermarket Upfitting of One (1) New Ford F150 Full Size Crew Cab for Law Enforcement Use</b>	<b>QUANTITY</b>	<b>MEETS MINIMUM SPECIFICATIONS</b> <div style="display: flex; justify-content: space-around;"> <span><b>YES</b></span> <span><b>NO</b></span> </div>
MISC – Whelen INNEREDGE FST WC TRAY 10 LAMP W/FLASHING TD's 2017+ F150 – F350	1	X
Add DUO Series for FST/RST, 1 Red/White	4	X
Add DUO Series for FST/RST, 1 Blue/White	4	X
Whelen WeCan Hand Held Siren	1	X
Whelen 100 Watt Speaker	1	X
Whelen Universal Swivel Bracket Whelen Bracket – sak - model: Universal/Swivel	1	X
Federal Signal Tail Light Flasher	1	X
Federal Signal FHL-HL Universal Head Light Flasher	1	X
Sho-Me 30" LED Strip RB Grill*	1	X
Sho-ME LED Flasher, Terminal	1	X
Federal Signal MicroPulse Ultra 6 Blue/Blue Behind Grille* Federal Signal MicroPulse Ultra 6-FedSig Blue/Blue	1	X
Federal Signal MicroPulse Ultra 6 Red/Red Behind Grille *	1	X
Federal Signal MicroPulse Ultra 6-FedSig Red/Red	2	X
Federal Signal Mounting Bracket Behind Grille*	1	X
Firewire Safety Wire LED 49 Inch Red/Blue Under Tailgate*	1	X
Sound Off All LED Dome Light, Red/White	1	X
Whelen Duo Linear Ion R/B Front of Rear Door Panels*	2	X
Whelen 8 Head Dominator Plus Red/Blue Inside Rear Window at Top*	1	X

Whelen Mount L Bracket	1	X
Streamlight Stinger DS LED HL, Dual Switch Piggyback Model	1	X
MISC – B&B 225-2339 – 44 FT Single Drawer Box 44" W x 29 D x 15 Tall. Ford f150 2015+	1	X
MISC – Diamondback SE Bed Cover, Black 2018 F150 5.7' Bed	1	X
Special Order Item – Not Returnable	1	X
Brookings Power Distribution Panel w/Timers	1	X
MISC – 150 Amp Circuit Breaker	1	X
Wire, Loom & Hardware for Installation	1	X
LABOR FOR INSTALLATION of Listed Equipment	28	X
Windows Tint – 20% Windshield Visor Strip	1	X
SHIPPING/HANDLING	1	X
*Run Power and Ground for 2 Radios to Center of Dash, Coiled On Passenger Floorboard		
<b>SUB – TOTAL AMOUNT</b>	\$ 10,320	
<b>OTHER COSTS</b>	\$ -0-	
<b>SALES TAX</b>	\$ 918.48	
<b>TOTAL AMOUNT OF DELIVERED VEHICLE</b>	\$ 11,238.48	

**Delivery Location:** Gila County Fleet Management, 1001 Besich Blvd., Globe, AZ.

**Date of Delivery:** No later than April 1, 2019

**Vendor Name:** McSpadden Ford Inc **Vendor Phone Number:** 928) 425-4491



## Gila County Sheriff 2019 F150 Under Cover Build



Patrol Power Mini Universal Power  
Distribution Center

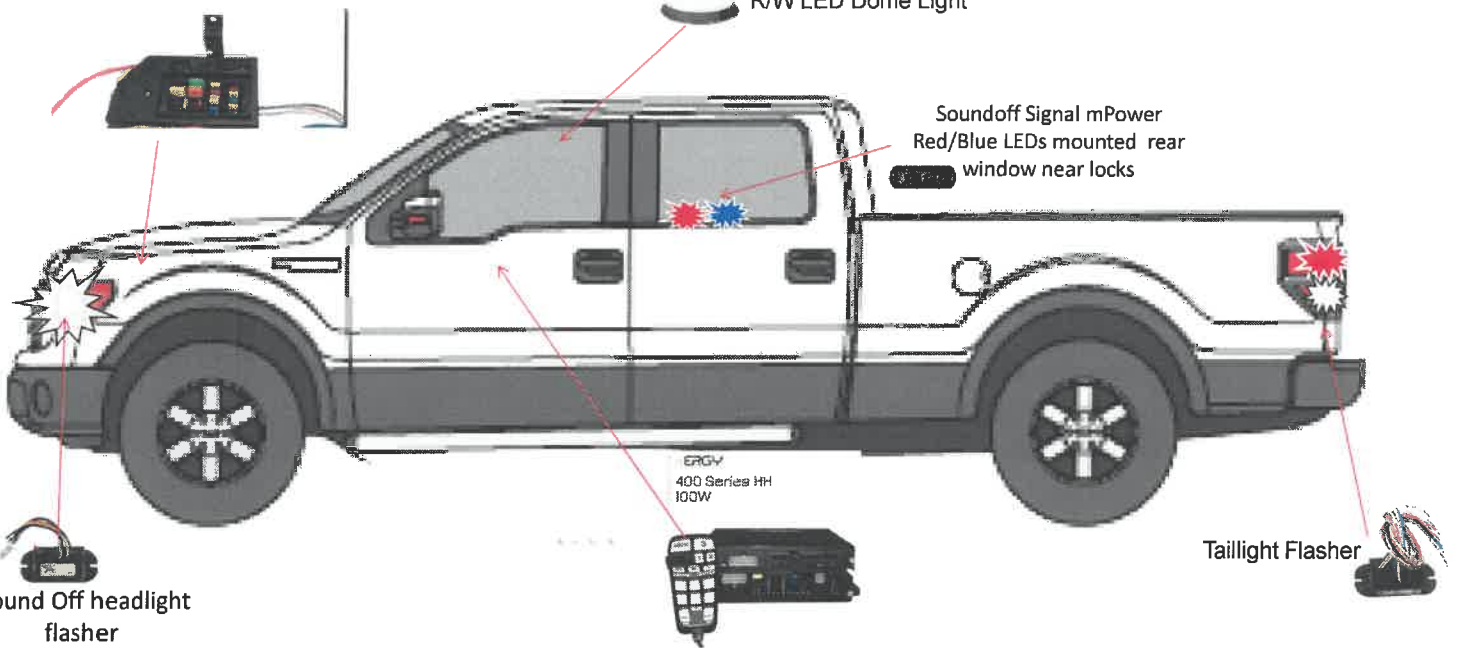
R/W LED Dome Light

Soundoff Signal mPower  
Red/Blue LEDs mounted rear  
window near locks

Sound Off headlight  
flasher

ERGW  
400 Series HH  
100W

Taillight Flasher





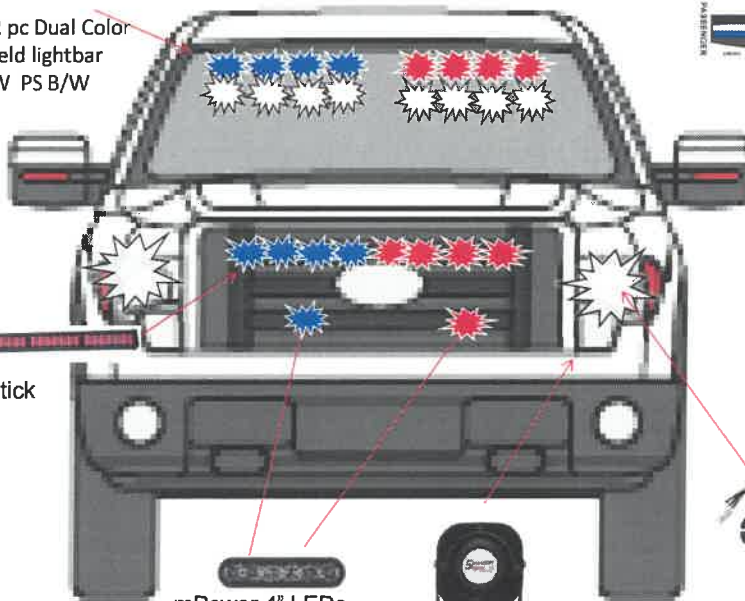
## Gila County Sheriff 2019 F150 Under Cover Build



SoundOff 2 pc Dual Color  
windshield lightbar  
DS R/W PS B/W



Able2 30" LED stick  
Red/Blue



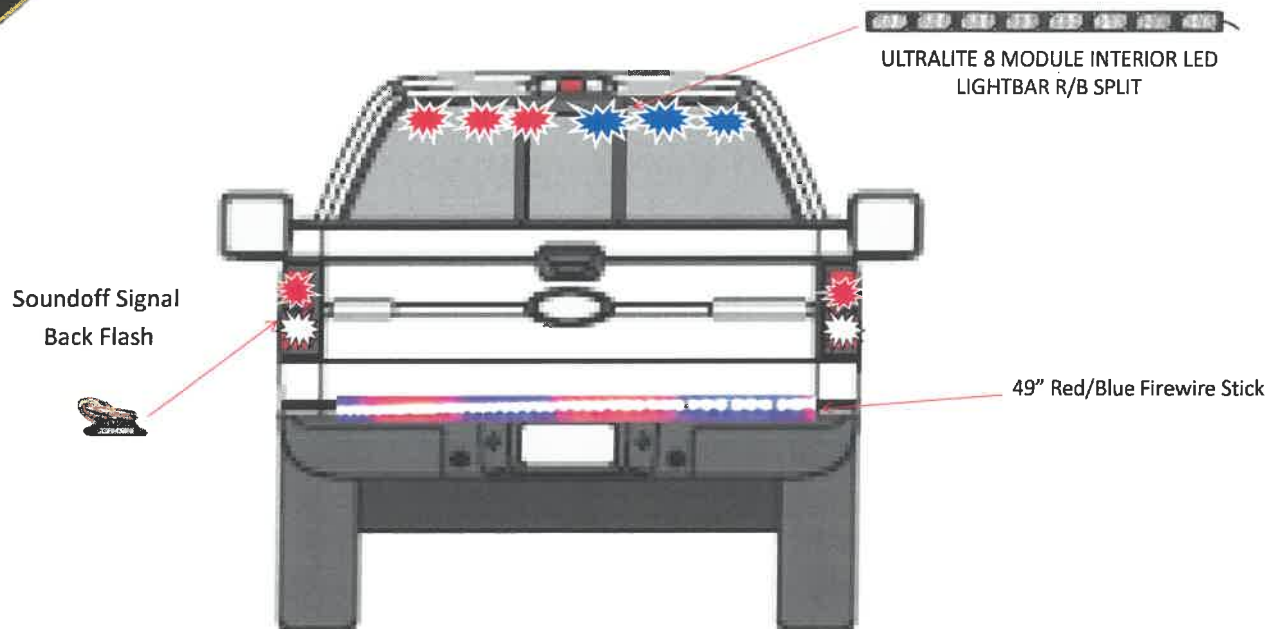
mPower 4" LEDs  
Red or Blue

Soundoff Signal 100 Watt  
High frequency speaker

Sound Off headlight  
flasher



## Gila County Sheriff 2019 F150 Under Cover Build





## Gila County Sheriff 2019 F150 Under Cover Build



Diamondback SE Bed  
Cover Black for F150 5.7"  
Bed

BID NO. 111518-2  
Purchase of One (1) New Ford F150 Crew Cab 4X4

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

STATE OF ARIZONA )  
 )ss  
COUNTY OF: )

Lisa Wieliger  
(Name of Individual) being first duly sworn, deposes and says:

That he is General Manager  
(Title)  
of McSpadden Ford Inc. and  
(Name of Business)

That he is bidding on Gila County Bid No. 111518-2 - Purchase of One (1) New Ford F150 Crew Cab 4X4 and,

That neither he nor anyone associated with the said McSpadden Ford Inc  
(Name of Business)

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

McSpadden Ford Inc  
Name of Business

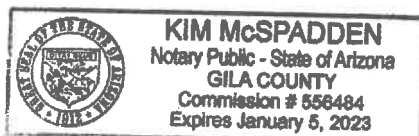
By Lisa Wieliger  
General Manager  
Title

Subscribed and sworn to before me this 11 day of January, 2019.

Kim McSpadden  
Notary Public

My Commission expires: 7

Jan 5, 2023



**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

---

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

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

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

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

Lisa Wielenga General Manager  
Typed Name and Title of Authorized Representative

  
Signature of Authorized Representative

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

**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

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**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

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


County shall have the right at any time to inspect the books and records of Vendor and any Subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Vendor's or any Subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Vendor to penalties up to and including suspension or termination of this Contract. If the breach is by a Subcontractor, and the subcontract is suspended or terminated as a result, and Gila County elects to continue the contract with the Vendor, Vendor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement Subcontractor, as soon as possible so as not to delay project completion.

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

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Vendor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Vendor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Vendor shall be entitled to an extension of time, but not costs.

  
\_\_\_\_\_  
Signature of Authorized Representative  
  
Lisa Wieling  
\_\_\_\_\_  
Printed Name  
  
General Manager  
\_\_\_\_\_  
Title

**BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT**

**NOTICE IS HEREBY GIVEN** that all Bid Documents shall be completed, executed, and submitted with this IFB. If bidder fails to complete or execute any portion of the Bid Documents, this IFB will be determined to be "non-responsive" and rejected.

**CHECKLIST:**

**REQUIRED DOCUMENT**

**COMPLETED AND EXECUTED**

QUALIFICATION & CERTIFICATION FORM

✓

CERTIFICATION REGARDING DEBARMENT

✓

PRICE SHEETS

✓

NO COLLUSION AFFADAVIT

✓

LEGAL ARIZONA WORKS ACT COMPLIANCE

✓

BIDDERS CHECKLIST & ADDENDA ACKNOWLEDGEMENT

✓

OFFER PAGE

✓

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:**

Initials	<u>#1</u> <u>JW</u>	<u>#2</u> <u>JW</u>	<u>#3</u> <u>JW</u>	<u>#4</u> <u>JW</u>	<u>#5</u> <u>JW</u>
Date	<u>1-11-19</u>	<u>1-11-19</u>	<u>1-11-19</u>	<u>1-11-19</u>	<u>1-11-19</u>

Signed and dated this 11th day of Jan, 2019

McSpadden Ford Inc

VENDOR:

[Signature]

BY: (Signature)

Each bid shall be sealed in an envelope addressed to the Gila County Procurement Group and bearing the following statement on the outside of the envelope: **Invitation for Bids: Bid No. 111518-2 Purchase of One (1) New Ford F150 Crew Cab 4X4.** All bids shall be filed with the Gila County Finance Department at the Copper Building, 1400 E. Ash St., Globe, AZ on or before January 15, 2019, 4:00 PM.

**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

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**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 111518-2 Purchase of One (1) New Ford F150 Crew Cab 4X4**

**Firm Submitting Bid:**

McSpadden Ford  
Company Name  
601 N Broad  
Address  
Globe AZ 85501  
City State Zip

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

Name: Lisa Wieleng  
Phone No.: (928) 425-4491  
Fax: (928) 425-9390  
Email: mcspaddensales@cableone.net

  
Signature of Authorized Person to Sign

Lisa Wieleng  
Printed Name

General Manager  
Title

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

**BID NO. 111518-2**  
**Purchase of One (1) New Ford F150 Crew Cab 4X4**

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

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

The Vendor McSpadden Ford is now bound to provide the materials or services listed in Invitation for Bid No.: 111518-2 including all terms and conditions, specifications, amendments, etc. and the Vendor's Offer as accepted by County entity.

The contract shall henceforth be referenced to as Contract No. 111518-2. The Vendor has been cautioned not to commence any billable work or to provide any material or service under this Contract until Vendor receives written notice to proceed from Gila County.

Awarded this 16<sup>th</sup> day of April, 2019

**GILA COUNTY BOARD OF SUPERVISORS:**

  
\_\_\_\_\_  
Tim R. Humphrey, Chairman, Board of Supervisors

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



PO Box 11100 Chandler AZ 85248 480.663.3911

Safeguarding  
Our  
Heroes™

# Proposal OP-4184

Project:

5\_2019\_Gila\_County\_Ford\_F150\_Police

5/22/2019

Preferred Client:

**San Tan Auto Partners, LLC**  
**1429 E Motorplex Loop**  
**Gilbert AZ 85297**

480-621-3741 karlajinenez@santanford.com

Revision

1.0

P.O. No.

Terms

Net 30

FOB

Tempe, AZ

Pride Group Rep.

Jason

Description	Qty	Unit Price	Total
Vin####			
Ford F150, 2015-18, F250-350 2017-18, Eight Lamp, Fst Wecan, Upper Front Two Piece Unit, Individual Driver and Passenger Red/White-Blue/White W TD	1	948.00	948.00T
Red/White Dual Color Module For Inner Edge.	4	41.14	164.56T
Blue/White Dual Color Module For Inner Edge.	4	41.14	164.56T
Whelen 200 watt handheld siren	1	448.97	448.97T
SA315P Speaker, Black Plastic	1	197.48	197.48T
SA315 Siren Speaker Mount KIT Universal Swivel	1	0.00	0.00T
Flasher, Taillight, universal applications, 18" wire leads1	1	47.14	47.14T
Flasher, Headlight, positive-side switched systems, 18" wire leads, (2) 10 amp outputs, multiple flash patterns	1	53.00	53.00T
30" Lightstick, 15" Red, 15" Blue split with custom stud mount	1	280.77	280.77T
Able 2 LED Flasher w/ programmable flash patterns	1	29.52	29.52T
Micropulse Ultra 600, Blue	1	78.57	78.57T
Micropulse Ultra 600, Red	1	78.57	78.57T
Generic L-Bracket for (2) MPS600 lights side-by-side or (2) MPS600U lights side-by-side	2	14.39	28.78T
Firewire Safety Wire 49" Red/Blue	1	156.00	156.00T
White / Red Dome Light, ALL LED Universal	1	57.86	57.86T
ION DUO T Series Surface Mount RED/BLUE Lighthouse	2	134.57	269.14T
Eight Duo color linear Super-LED traffic advisor, Drivers side Red/Amber, Passenger side Blue/Amber	1	1,535.14	1,535.14T
Stinger DS LED HL w/120V AC/12V DC - 2 holders (NiMH)	1	152.38	152.38T
Single Drawer Storage Box for the rear of a SUV's and trucks, Overall dimensions - 44" wide x 29" deep and 15" tall Includes Simplex locks, flat top, Fully Powdercoated all metal construction, Support Rails for install also included. USMS Specs. - VEHICLE: F150	1	1,421.43	1,421.43T

Sales Tax (7.8%)

**Total**

Thank you for the opportunity.



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# Proposal OP-4184

Project:

5\_2019\_Gila\_County\_Ford\_F150\_Police

5/22/2019

Preferred Client:

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Jason

Description	Qty	Unit Price	Total
Power Distribution Panel w/Timers •Compact, user friendly design •5 battery circuits •5 ignition switched circuits •3 timed circuits (each independent from the others) •4 time settings (30 min., 1 hour, 2 hours & 4 hours) •Each timer has its own LED indicator that flashes as countdown begins •LED indicators per fuse monitor circuit status and flash when circuit fails •Panel rated at 100 Amps overall ? 30 Amps per circuit	1	141.14	141.14T
150A manual reset circuit breaker PCR	1	22.15	22.15T
Window Tint 20%	1	200.00	200.00
DIA-F15-SECX DiamondBack SE Tonneau Cover	1	1,705.00	1,705.00T
Shipping & Handling	1.5	125.00	187.50
Consumables	1	125.00	125.00
Professional Installation Services	18	80.00	1,440.00
Special Discount -		-313.76	-313.76

WE ACCEPT VISA, MASTERCARD and AMEX - PLEASE SIGN AND EMAIL BACK TO CONFIRM YOUR ORDER -  
I, (we) agree to the terms, conditions & rates, and agree to pay Pride Outfitting in full for the services listed.

Sales Tax (7.8%)

\$622.45

**Total**

**\$10,241.35**

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

Thank you for the opportunity.

ALL RATES NOTED HEREIN ARE ONLY VALID FOR 30 DAYS. Please make checks payable to "Pride Outfitting" and note invoice/proposal number.

PAYMENT POLICY: Pride Outfitting requires 50% deposits on all accounts. The balance is due prior to or at delivery of equipment of service unless otherwise stated. All late payments will be subject to an 18% APR late fee. The policies, rates and conditions are considered approved and in effect upon receipt of any payment, service or equipment. A restocking fee will be applied to equipment cancelled following approval at 100%. 75% if less than 14 days & 50% if less than 21 days.

**San Tan Ford**

1429 East Motorplex Loop, Gilbert, Arizona, 852970410  
Office: 480-821-3200  
Fax: 480-988-1691

## Customer Proposal

---

**Prepared for:**

Donna Demers  
Purchasing Agent, Gila County  
1400 E Ash St  
Globe, AZ 85501  
Office: 928-402-4219  
Email: ddemers@gilacountyaz.gov  
End User FIN Code: QA521

**Prepared by:**

Joe Sanchez  
Office: 480-621-3741  
Email: joesanchez@santanford.com

**Ship to:**

Donna Demers  
Gila County  
1400 E Ash St,  
Globe, AZ, 85501

**Date:** 05/21/2019**Vehicle:** 2019 F-150 XLT

4x4 SuperCrew Cab Styleside 5.5' box 145"  
WB

**Quote ID:** 52119-1**VIN #:** 1FTEW1E50KKD4683**STOCK #:** DEALER TRADE

**Government Fleet Account Manager**

Joe Sanchez (480) 621-3741

[joesanchez@santanford.com](mailto:joesanchez@santanford.com)

Department Fax (480) 621-3796

Date: May 21, 2019Customer: Gila CountyLine Item/State Contract #: W1E / ADSP017-166124 Phase 2Vehicle Description: 2019 F150 Super Crew 4X4 XLT Short Bedwith 5.0L FFV V8 Engine**Base Bid Price** **\$41,356.00**Upgrade Options

1	Aftermarket Running Boards	500.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
		<u>\$500.00</u>

**Bid Price (with options)** **\$41,856.00**

Tire Tax	5.00
Sales Tax (7.80%)	3,264.77

**Ford Extended Service Plan**Transportation Fee                     **Total Delivered Price** **\$45,125.77**

Notes:

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Thank You,  
Joe



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**2019 F-150, SuperCrew Cab Styleside**  
 4x4 SuperCrew Cab Styleside 5.5' box 145" WB  
 XLT(W1E)  
 Price Level: 950 Quote ID: 52119-1  
 VIN: 1FTEW1E50KKD4683 STOCK: DEALER  
 TRADE

## Selected Options

Code	Description	MSRP
Base Vehicle		
W1E	Base Vehicle Price (W1E)	\$42,915.00
Packages		
301A	Equipment Group 301A Mid	\$2,150.00
	- Option Discount	-\$1,000.00
	<i>Includes:</i> - Wheels: 17" Silver Painted Aluminum - Radio: AM/FM Stereo w/6 Speakers - SYNC 3 Includes enhanced voice recognition communications and entertainment system, 8" LCD capacitive touchscreen in center stack with swipe capability, pinch-to-zoom capability included when equipped with available voice-activated touchscreen navigation system, AppLink, 911 Assist, Apple CarPlay and Android Auto and 2 smart charging USB ports. Note: SYNC AppLink lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink software. - 8-Way Power Driver Seat - 4.2" Productivity Screen in Instrument Cluster - Fixed Backlight w/Privacy Glass - Rear Window Defroster - Power Glass Heated Sideview Mirrors Includes manual folding, turn signal and black skull caps. - Auto-Dimming Rearview Mirror - Leather-Wrapped Steering Wheel - Power-Adjustable Pedals - Rear Under-Seat Storage - SiriusXM Radio Includes 7 speakers and 6-month prepaid subscription. Service is not available in Alaska and Hawaii. Subscriptions to all SiriusXM services are sold by SiriusXM after trial period. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at <a href="http://www.siriusxm.com">www.siriusxm.com</a> . All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.	
Powertrain		
995	Engine: 5.0L V8	\$1,995.00
	<i>Includes auto start-stop technology and flex-fuel capability.</i> <i>Includes:</i> - GVWR: 7,000 lbs Payload Package	
44G	Transmission: Electronic 10-Speed Automatic	N/C
	<i>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport.</i>	
XL6	Electronic Locking w/3.73 Axle Ratio	\$570.00
NONGV6	GVWR: 7,000 lbs Payload Package	Included
Wheels & Tires		
T7C	Tires: LT245/70R17E BSW A/T	\$295.00
64F	Wheels: 17" Silver Painted Aluminum	Included

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**2019 F-150, SuperCrew Cab Styleside**  
 4x4 SuperCrew Cab Styleside 5.5' box 145" WB  
 XLT(W1E)  
 Price Level: 950 Quote ID: 52119-1  
 VIN: 1FTEW1E50KKD4683 STOCK: DEALER  
 TRADE

## Selected Options (cont'd)

Code	Description	MSRP
<b>Seats &amp; Seat Trim</b>		
U	Cloth 40/Console/40 Front Seats  <i>Includes 4-way adjustable driver/passenger headrests, power driver/manual passenger lumbar, flow-through console with column shift and 2nd outlet in console when ordered with 110V/400W outlet (91V).</i>	\$295.00
<b>Other Options</b>		
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/6 Speakers  <i>Includes:</i> - SYNC 3 <i>Includes enhanced voice recognition communications and entertainment system, 8" LCD capacitive touchscreen in center stack with swipe capability, pinch-to-zoom capability included when equipped with available voice-activated touchscreen navigation system, AppLink, 911 Assist, Apple CarPlay and Android Auto and 2 smart charging USB ports. Note: SYNC AppLink lets you control some of your favorite compatible mobile apps with your voice. It is compatible with select smartphone platforms. Commands may vary by phone and AppLink software.</i>	Included
55A_	FX4 Off-Road Package  <i>Includes:</i> - 4x4 FX4 Off-Road Bodyside Decal - Tray Style Floor Liner - Hill Descent Control - Off-Road Tuned Front Shock Absorbers - Skid Plates <i>Includes fuel tank, transfer case and front differential.</i>	\$905.00
53B	Class IV Trailer Hitch Receiver  Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately.  <i>Includes towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness.</i>	Included
53A	Trailer Tow Package  Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54Y/59S). Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately.  <i>Towing capability up to TBD. Includes tailgate LED.</i> <i>Includes:</i> - Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD on 3.5L EcoBoost engine (994), 3.5L EcoBoost High Output engine (99G) and 5.0L V8 engine (995), smart trailer tow connector and 4-pin/7-pin wiring harness.</i> - Auxiliary Transmission Oil Cooler - Pro Trailer Backup Assist - Upgraded Front Stabilizer Bar	\$995.00
413	Skid Plates  <i>Includes fuel tank, transfer case and front differential.</i>	Included
63T_	Tailgate Step w/Tailgate Lift Assist	\$375.00

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**2019 F-150, SuperCrew Cab Styleside**  
 4x4 SuperCrew Cab Styleside 5.5' box 145" WB  
 XLT(W1E)  
 Price Level: 950 Quote ID: 52119-1  
 VIN: 1FTEW1E50KKD4683 STOCK: DEALER  
 TRADE

## Selected Options (cont'd)

Code	Description	MSRP
655_	Extended Range 36 Gallon Fuel Tank	\$445.00
85P	LED Box Lighting	\$125.00
67T	Integrated Trailer Brake Controller	\$275.00
54R	Power Glass Heated Sideview Mirrors	Included
	<i>Includes manual folding, turn signal and black skull caps.</i>	
	<i>Includes:</i>	
	- Auto-Dimming Rearview Mirror	
PAINT	Monotone Paint Application	STD
91V	110V/400W Outlet	\$250.00
	<i>Includes 2nd outlet in the console.</i>	
57Q	Rear Window Defroster	Included
76R	Reverse Sensing System	\$275.00
47R	Tray Style Floor Liner	Included
55B	BoxLink	\$80.00
	<i>Includes 4 premium locking cleats.</i>	
<b>Interior Colors</b>		
UG_01	Medium Earth Gray	N/C
<b>Primary Colors</b>		
UX_01	Ingot Silver Metallic	N/C
SUBTOTAL		\$50,945.00
Destination Charge		\$1,595.00
TOTAL		\$52,540.00

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Prepared for: Donna Demers, Purchasing Agent, Gila County  
 By: Joe Sanchez Date: 05/21/2019



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## Pricing - Single Vehicle

			MSRP
<i>Vehicle Pricing</i>			
Base Vehicle Price			\$42,915.00
Options & Colors			\$8,030.00
Upfitting			\$0.00
Destination Charge			\$1,595.00
<b>Subtotal</b>			<b>\$52,540.00</b>
<i>Pre-Tax Adjustments</i>			
<b>Code</b>	<b>Description</b>		
Upfitting	Aftermarket Running Boards		\$500.00
Discount	San Tan Ford Vehicle Discount		-\$11,184.00
<b>Subtotal</b>			<b>\$41,856.00</b>
<i>Sales Taxes</i>			
<b>Code</b>	<b>Description</b>		
City Sales Tax	Gilbert Sales Tax		\$627.84
State Tax	Arizona State Sales Tax		\$2,636.93
<b>Subtotal</b>			<b>\$45,120.77</b>
<i>Post-Tax Adjustments</i>			
<b>Code</b>	<b>Description</b>		
Tire Tax	Tire Tax		\$5.00
<b>Total</b>			<b>\$45,125.77</b>

Customer Signature

Acceptance Date

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XLT(W1E)  
Price Level: 950 Quote ID: 52119-1  
VIN: 1FTEW1E50KKD4683 STOCK: DEALER  
TRADE

## Selected Equipment & Specs

### Dimensions

- \* Exterior length: 231.9"
- \* Exterior height: 77.2"
- \* Turning radius: 23.9'
- \* Max ground clearance: 10.2"
- \* Rear legroom: 43.6"
- \* Rear headroom: 40.4"
- \* Rear hiproom: 64.7"
- \* Rear shoulder room: 65.9"
- \* Approach angle: 25.5 deg
- \* Maximum cargo volume: 51.9cu.ft.
- \* Exterior width: 79.9"
- \* Wheelbase: 145.0"
- \* Min ground clearance: 9.3"
- \* Front legroom: 43.9"
- \* Front headroom: 40.8"
- \* Front hiproom: 62.5"
- \* Front shoulder room: 66.7"
- \* Passenger volume: 131.8cu.ft.
- \* Departure angle: 26 deg
- \* Box length: 66.0"

### Powertrain

- \* 395hp 5.0L DOHC 32 valve V-8 engine with Ti-VCT variable valve control, variable intake length, port/direct injection
- \* Recommended fuel : regular unleaded
- \* 10 speed automatic transmission with overdrive
- \* Fuel Economy City: 16 mpg
- \* Capless fuel filler
- \* Auto stop-start feature
- \* LEV3-ULEV125
- \* Part-time
- \* Fuel Economy Highway: 22 mpg

### Suspension/Handling

- \* Front independent double wishbone suspension with HD anti-roll bar, HD shocks
- \* Off-road ride Suspension
- \* Front and rear 17 x 7.5 silver aluminum wheels
- \* Rear rigid axle leaf spring suspension with HD shocks
- \* Speed-sensing electric power-assist rack-pinion Steering
- \* LT245/70SR17 EBSW AT front and rear tires

### Body Exterior

- \* 4 doors
- \* Conventional right rear passenger
- \* Turn signal indicator in mirrors
- \* Chrome bumpers
- \* Retractable rear step
- \* Easy lift tailgate
- \* Trailer harness
- \* Clearcoat paint
- \* Front and rear 17 x 7.5 wheels
- \* Conventional left rear passenger
- \* Driver auto dimming power remote heated, manual folding door mirror with turn signal indicator, passenger power remote heated folding door mirror with turn signal indicator
- \* Black door mirrors
- \* Class IV trailer hitch with with brake controller and trailer sway control
- \* Bed-rail protectors
- \* Easy lower tailgate
- \* Box style: regular
- \* Badging
- \* 2 front tow hook(s)

### Convenience

- \* Manual air conditioning
- \* Power windows
- \* Driver and passenger 1-touch down
- \* Manual tilt steering wheel
- \* Day-night rearview mirror with auto-dimming
- \* FordPass Connect 4G Wi-Fi Modem internet access
- \* Cruise control with steering wheel controls
- \* Driver and passenger 1-touch up
- \* Remote power door locks with 2 stage unlock and illuminated entry
- \* Manual telescopic steering wheel
- \* Power adjustable pedals
- \* Emergency SOS

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By: Joe Sanchez Date: 05/21/2019



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 4x4 SuperCrew Cab Styleside 5.5' box 145" WB  
 XLT(W1E)  
 Price Level: 950 Quote ID: 52119-1  
 VIN: 1FTEW1E50KKD4683 STOCK: DEALER  
 TRADE

## Selected Equipment & Specs (cont'd)

- \* Wireless phone connectivity
- \* Front and rear cupholders
- \* Full floor console
- \* Rear door bins

- \* 2 1st row LCD monitors
- \* Dual visor mirrors
- \* Driver and passenger door bins

### Seats and Trim

- \* Seating capacity of 5
- \* 8-way power driver seat adjustment
- \* Power height adjustable driver seat
- \* Manual passenger lumbar support
- \* 60-40 folding rear split-bench seat
- \* Metal-look instrument panel insert

- \* Front bucket seats
- \* Power 2-way driver lumbar support
- \* 4-way passenger seat adjustment
- \* Centre front armrest
- \* Cloth seat upholstery
- \* Leather/metal-look steering wheel

### Entertainment Features

- \* SiriusXM AM/FM/Satellite radio with radio data system
- \* Steering wheel mounted radio controls
- \* Streaming audio

- \* External memory control
- \* 7 speakers
- \* Fixed antenna

### Lighting, Visibility and Instrumentation

- \* Halogen aero-composite headlights
- \* Fully automatic headlights
- \* Variable intermittent front windshield wipers
- \* Deep tinted windows
- \* Voltmeter
- \* Compass
- \* Camera(s) - rear
- \* Trip computer
- \* Trip odometer

- \* Delay-off headlights
- \* Front fog lights
- \* Rear window defroster
- \* Tachometer
- \* Oil pressure gauge
- \* Outside temperature display
- \* Low tire pressure warning
- \* Parking sensors

### Safety and Security

- \* 4-wheel ABS brakes
- \* Electric parking brake
- \* Electronic stability control
- \* Dual front impact airbag supplemental restraint system
- \* Safety Canopy System curtain 1st and 2nd row overhead airbag supplemental restraint system
- \* Remote activated perimeter/approach lighting
- \* Security system with SecuriLock immobilizer
- \* Manually adjustable front head restraints with tilt
- \* Automatic Emergency Braking Feature

- \* Brake assist with hill descent control with hill hold control
- \* 4-wheel disc brakes
- \* ABS and driveline traction control
- \* Dual seat mounted side impact airbag supplemental restraint system
- \* Airbag supplemental restraint system occupancy sensor
- \* Power remote door locks with 2 stage unlock and panic alarm
- \* MyKey restricted driving mode
- \* 3 manually adjustable rear head restraints

### Dimensions

#### General Weights

Curb .....	4,868 lbs.	GVWR	7,000 lbs.
Payload .....	2,080 lbs.		

#### Front Weights

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 By: Joe Sanchez Date: 05/21/2019



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 TRADE

## Selected Equipment & Specs (cont'd)

Front GAWR	3,600 lbs.	Front curb weight	2,918 lbs.
Front axle capacity	3,750 lbs.	Front spring rating	3,600 lbs.
Front tire/wheel capacity	3,650 lbs.		
<b>Rear Weights</b>			
Rear GAWR	3,800 lbs.	Rear curb weight	1,950 lbs.
Rear axle capacity	4,800 lbs.	Rear spring rating	3,800 lbs.
Rear tire/wheel capacity	4,056 lbs.		
<b>Trailer Type</b>			
Type	Regular	Harness	Yes
Class	IV	Hitch	Yes
Brake controller	Yes	Trailer sway control	Yes
<b>General Trailering</b>			
5th-wheel towing capacity	10500 lbs.	Gooseneck towing capacity	10500 lbs.
Towing capacity	10900 lbs.	GCWR	16300 lbs.
<b>Fuel Tank type</b>			
Capacity	36.01 gal.	Capless fuel filler	Yes
<b>Off Road</b>			
Approach angle	26 deg	Departure angle	26 deg
Ramp breakover angle	21 deg	Min ground clearance	9"
Max ground clearance	10"	Load floor height	35"
<b>Exterior cargo</b>			
Length	66.0"	Minimum width	50.6"
Volume	52.8 cu.ft.	Pickup box depth	21.4"
Maximum width	65.2"	Tailgate width	60.3"
<b>Interior cargo</b>			
Maximum cargo volume	51.9 cu.ft.		
<b>Powertrain</b>			
<b>Engine Type</b>			
Block material	Aluminum	Cylinders	V-8
Head material	Aluminum	Ignition	Spark
Injection	Port/direct injection	Liters	5.0L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	4	Valvetrain	DOHC
Variable valve control	Ti-VCT		
<b>Engine Spec</b>			
Bore	3.63"	Compression ratio	12.0:1
Displacement	302 cu.in.	Stroke	3.65"
<b>Engine Power</b>			
SAEJ1349 AUG2004 compliant	Yes	Output	395 HP @ 5,750 RPM
Torque	400 ft.-lb @ 4,500 RPM		
<b>Alternator</b>			
Amps	200		

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Prepared for: Donna Demers, Purchasing Agent, Gila County  
 By: Joe Sanchez Date: 05/21/2019



**San Tan Ford**  
 1429 East Motorplex Loop, Gilbert, Arizona,  
 852970410  
 Office: 480-821-3200  
 Fax: 480-988-1691

**2019 F-150, SuperCrew Cab Styleside**  
 4x4 SuperCrew Cab Styleside 5.5' box 145" WB  
 XLT(W1E)  
 Price Level: 950 Quote ID: 52119-1  
 VIN: 1FTEW1E50KKD4683 STOCK: DEALER  
 TRADE

## Selected Equipment & Specs (cont'd)

### Battery

Amp hours	70	Cold cranking amps	610
Run down protection	Yes		

### Engine Extras

Auto stop-start feature	Yes
-------------------------	-----

### Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

### Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.616
Reverse Gear ratios	4.866		

### Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
Oil cooler	Regular duty		

### Drive Type

4wd type	Part-time	Type	Four-wheel
----------	-----------	------	------------

### Drive Feature

Traction control	ABS and driveline	Locking hub control	Auto
Transfer case shift	Electronic	Rear locking differential	Driver selectable

### Drive Axle

Ratio	3.73
-------	------

### Exhaust

Material	Stainless steel	System type	Single
----------	-----------------	-------------	--------

### Emissions

CARB	LEV3-ULEV125	EPA	Tier 2 Bin 4
------	--------------	-----	--------------

### Fuel Economy

City	16 mpg	Highway	22 mpg
Fuel type	Gasoline	Combined	18 mpg

### Fuel Economy (Alternate 1)

City	13 mpg	Highway	17 mpg
Fuel type	E85	Combined	15 mpg

### Green Values

Energy Impact Score (Barrels per year)	18.3	Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year)	9.8
Energy Impact Score (Barrels per year)	5.0		

## Driveability

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## Selected Equipment & Specs (cont'd)

<b>Brakes</b>			
ABS	4-wheel	ABS channels	4
Type	4-wheel disc	Vented discs	Front and rear
Electric parking brake	Yes		
<b>Brake Assistance</b>			
Brake assist	Yes	Hill descent control	Yes
Hill hold control	Yes		
<b>Suspension Control</b>			
Ride	Off-road	Electronic stability control anti-roll	Stability control with anti-roll
<b>Front Suspension</b>			
Independence	Independent	Type	Double wishbone
Anti-roll bar	HD		
<b>Front Spring</b>			
Type	Coil	Grade	Regular
<b>Front Shocks</b>			
Type	HD		
<b>Rear Suspension</b>			
Independence	Rigid axle	Type	Leaf
<b>Rear Spring</b>			
Type	Leaf	Grade	Regular
<b>Rear Shocks</b>			
Type	Gas-pressurized		
<b>Steering</b>			
Speed-sensing	Yes	Activation	Electric power-assist
Type	Rack-pinion		
<b>Steering Specs</b>			
# of wheels	2		
<b>Exterior</b>			
<b>Front Wheels</b>			
Diameter	17"	Width	7.50"
<b>Rear Wheels</b>			
Diameter	17"	Width	7.50"
<b>Spare Wheels</b>			
Wheel material	Steel		
<b>Front and Rear Wheels</b>			
Appearance	Silver	Material	Aluminum
<b>Front Tires</b>			
Aspect	70	Diameter	17"

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**2019 F-150, SuperCrew Cab Styleside**  
 4x4 SuperCrew Cab Styleside 5.5' box 145" WB  
 XLT(W1E)  
 Price Level: 950 Quote ID: 52119-1  
 VIN: 1FTEW1E50KKD4683 STOCK: DEALER  
 TRADE

## Selected Equipment & Specs (cont'd)

Sidewalls	BSW	Speed	S
Tread	AT	Type	LT
Width	245mm	LT load rating	E
<b>Rear Tires</b>			
Aspect	70	Diameter	17"
Sidewalls	BSW	Speed	S
Tread	AT	Type	LT
Width	245mm	LT load rating	E
<b>Spare Tire</b>			
Mount	Underbody w/crankdown	Type	Full-size
<b>Wheels</b>			
Turning radius	23.9'	Wheelbase	145.0"
<b>Body Features</b>			
Skid plate(s)	3	Body material	Aluminum
Side impact beams	Yes	Active grille shutters	Yes
Front tow hook(s)	2		
<b>Body Doors</b>			
Door count	4	Left rear passenger	Conventional
Right rear passenger	Conventional	Rear cargo	Tailgate
<b>Pickup</b>			
Box style	Regular	Retractable rear step	Yes
Bed-rail protectors	Yes	Easy lift tailgate	Yes
Easy lower tailgate	Yes		
<b>Exterior Dimensions</b>			
Length	231.9"	Body width	79.9"
Body height	77.2"	Frame section modulus	5.0cu.in.
Frame yield strength (psi)	49300.0	Front bumper to Front axle	37.8"
<b>Safety</b>			
<b>Airbags</b>			
Driver front-impact	Yes	Driver side-impact	Seat mounted
Occupancy sensor	Yes	Overhead Safety Canopy System curtain 1st and 2nd row	
Passenger front-impact	Yes	Passenger side-impact	Seat mounted
<b>Seatbelt</b>			
Rear centre 3 point	Yes	Height adjustable	Front
Pre-tensioners	Front	Pre-tensioners (#)	2
<b>Security</b>			
Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		
<b>Seating</b>			
<b>Passenger Capacity</b>			
Capacity	5		

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## Selected Equipment & Specs (cont'd)

<i>Front Seats</i>			
Split	Buckets	Type	Bucket
<i>Driver Seat</i>			
Fore/aft	Power	Height adjustable	Power
Reclining	Power	Way direction control	8
Lumbar support	Power 2-way	Cushion tilt	Power
<i>Passenger seat</i>			
Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual
<i>Front Head Restraint</i>			
Control	Manual	Type	W/tilt
<i>Front Armrest</i>			
Centre	Yes		
<i>Rear Seats</i>			
Descriptor	Split-bench	Facing	Front
Folding	60-40	Folding position	Fold-up cushion
Type	Fixed		
<i>Rear Head Restraints</i>			
Control	Manual	Type	Adjustable
Number	3		
<i>Front Seat Trim</i>			
Material	Cloth	Back material	Cloth
<i>Rear Seat Trim Group</i>			
Material	Cloth	Back material	Carpet
<b>Convenience</b>			
<i>AC And Heat Type</i>			
Air conditioning	Manual	Underseat ducts	Yes
Console ducts	Yes		
<i>Audio System</i>			
Radio	SiriusXM AM/FM/Satellite	Radio data system	Yes
Radio grade	Regular	Seek-scan	Yes
External memory control	External memory		
<i>Audio Speakers</i>			
Speaker type	Regular	Speakers	7
<i>Audio Controls</i>			
Speed sensitive volume	Yes	Steering wheel controls	Yes
Voice activation	Yes	Streaming audio	Bluetooth yes
<i>Audio Antenna</i>			
Type	Fixed		

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## Selected Equipment & Specs (cont'd)

### LCD Monitors

1st row	2	Primary monitor size (inches)	8
---------	---	-------------------------------	---

### Cruise Control

Cruise control	With steering wheel controls
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### Convenience Features

Retained accessory power	Yes	12V DC power outlet	3
Emergency SOS	Mobile device	Adjustable pedals	Power
Wireless phone connectivity	Bluetooth	AC power outlet	2
Smart device integration	Mirroring		

### Door Lock Activation

Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Keypad	Yes	Integrated key/remote	Yes
Auto locking	Yes		

### Door Lock Type

Rear child safety	Manual	Tailgate/rear door lock	Included with power door locks
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### Door Locks Extra FOB Controls

Remote engine start	Smart device
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### Instrumentation Type

Display	Analog
---------	--------

### Instrumentation Gauges

Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	Voltmeter	Yes
Inclinometer	Yes	Transmission fluid temp	Yes

### Instrumentation Warnings

Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Low washer fluid	Yes	Lighting malfunction	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes	Low tire pressure	Tire specific

### Instrumentation Displays

Clock	In-radio display	Compass	Yes
Exterior temp	Yes	Systems monitor	Yes
Redundant digital speedometer	Yes	Camera(s) - rear	Yes

### Instrumentation Feature

Trip computer	Yes	Trip odometer	Yes
Parking sensors	Rear	Forward collision	Mitigation

### Steering Wheel Type

Material	Leather/metal-look	Tilting	Manual
Telescoping	Manual		

### Front Side Windows

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## Selected Equipment & Specs (cont'd)

Window 1st row activation	Power		
<i>Windows Rear Side</i>			
2nd row activation	Power		
<i>Window Features</i>			
1-touch down	Driver and passenger	1-touch up	Driver and passenger
Tinted	Deep		
<i>Front Windshield</i>			
Wiper	Variable intermittent		
<i>Rear Windshield</i>			
Defroster	Yes	Window	Fixed
<b>Interior</b>			
<i>Driver Visor</i>			
Mirror	Yes		
<i>Passenger Visor</i>			
Mirror	Yes		
<i>Rear View Mirror</i>			
Day-night	Yes	Auto-dimming	Yes
<i>Headliner</i>			
Coverage	Full	Material	Cloth
<i>Floor Trim</i>			
Coverage	Full	Covering	Carpet
Mats	Vinyl/rubber front and rear		
<i>Trim Feature</i>			
Instrument panel insert	Metal-look	Gear shift knob	Urethane
Cabback insulator	Yes	Interior accents	Chrome
<i>Lighting</i>			
Dome light type	Fade	Illuminated entry	Yes
Variable IP lighting	Yes		
<i>Floor Console Storage</i>			
Storage	Locking	Type	Full
<i>Storage</i>			
Driver door bin	Yes	Front Beverage holder(s)	Yes
Glove box	Yes	Passenger door bin	Yes
Seatback storage pockets	2	Rear yes	Yes
Instrument panel	Bin	Dashboard	Yes
Rear door bins	Yes	2nd row underseat	Yes
Audio media storage	Yes		
<i>Legroom</i>			
Front	43.9"	Rear	43.6"
<i>Headroom</i>			

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TRADE

## Selected Equipment & Specs (cont'd)

Front	40.8"	Rear	40.4"
<i>Hip Room</i>			
Front	62.5"	Rear	64.7"
<i>Shoulder Room</i>			
Front	66.7"	Rear	65.9"
<i>Interior Volume</i>			
Passenger volume	131.8 cu.ft.		

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TRADE

## Warranty - Selected Equipment & Specs

### Warranty

#### *Basic*

Distance	36,000 miles	Months	36 months
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#### *Powertrain*

Distance	60,000 miles	Months	60 months
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#### *Corrosion Perforation*

Distance	Unlimited miles	Months	60 months
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#### *Roadside Assistance*

Distance	60,000 miles	Months	60 months
----------	--------------	--------	-----------

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By: Joe Sanchez Date: 05/21/2019

Douglas A. Ducey  
Governor



Craig C. Brown  
Director

**ARIZONA DEPARTMENT OF ADMINISTRATION**

**STATE PROCUREMENT OFFICE**

100 NORTH FIFTEENTH AVENUE • SUITE 201  
PHOENIX, ARIZONA 85007

(602) 542-5511

Sent via e-mail to: [joesanchez@santanford.com](mailto:joesanchez@santanford.com)

March 31, 2017

Joe Sanchez, Government Fleet Sales Manager  
San Tan Auto Partners, LLC DBA San Tan Ford  
1429 E Motorplex Loop  
Gilbert, AZ 85297

Subject: RFP ADSP017-00006397, Vehicles, New Purchases  
Notice of Solicitation Results (Quote #000043911)

Dear Offeror:

Thank you for submitting a response to Request for Proposal Solicitation No ADSP017-00006397, Vehicles, New Purchases. I am pleased to inform you that your company's offer has been selected for award. The initial contract term shall begin on **04/01/2017** and terminate on **03/31/2018**.

The procurement file for this solicitation, including evaluation documents and resultant contracts, are now available for public viewing via the State's e-Procurement system, ProcureAZ. Your contract number is ADSP017-166124. Please reference this number on all quotes given under this contract. Attached you will find the updated Offer and Acceptance with your contract number noted, please sign and return this form to me along with a completed pricing excel document for all 2017 vehicles available for purchase under this contract. We will set up an award meeting to go through the terms of your contract at a later date.

In accordance with Special Term and Conditions of the contract and prior to beginning work under the contract, your company is required to submit a Certificate of Insurance to the State Procurement Office. The certificate of insurance shall indicate that your company is in compliance with insurance requirements contained in the contract. If you have not already submitted your insurance documents, please submit your certificate of insurance to me no later than **04/07/2017**.

You are cautioned not to begin any work under the contract until the Procurement Officer assigned to your contract has issued a written notice to proceed.

If you have any questions regarding your company's contract, please feel free to contact me at [Lori.Noyes@azdoa.gov](mailto:Lori.Noyes@azdoa.gov) or 602-542-7144. Thank you for your response and for your continued interest in doing business with the State of Arizona.

Sincerely,

A handwritten signature in blue ink that reads "L. Noyes".

Lori Noyes  
Statewide Procurement Manager

TO  
DATE  
Page 2 of 22

cc:

Procurement

File



## Request for Proposal

Solicitation No.  
ADSP017-00006397

Description:  
Vehicles, New Purchases

Arizona Department of Administration  
State Procurement Office  
100 N 15th Ave., Suite 201  
Phoenix, AZ 85007

### Attachment 1 Offer and Acceptance Form

**SUBMISSION OF OFFER:** Undersigned hereby offers and agrees to provide Vehicles, New Purchases to the State of Arizona in compliance with the Solicitation indicated above and our Offer indicated by the latest dated version below:

x San Tan Auto Partners, LLC DBA San Tan Ford

Offeror company name

Signature of person authorized to sign Offer

Initials

x 1429 E Motorplex Loop

Address

x Joe Sanchez

Printed name and title

x Gilbert, AZ 85297

City | State | ZIP

x Government Fleet Sales Manager

Contact name and title

x 20-3289308

Federal tax identifier (EIN or SSN)

x joesanchez@sanlanford.com 480-621-3741

Email Address

Phone Number

**CERTIFICATION:** By signature in the above, Offeror certifies that it:

1. will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465;
2. has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
3. complies with A.R.S. § 41-3532 when offering electronics or information technology products, services, or maintenance; and
4. is not debarred from, or otherwise prohibited from participating in any contract awarded by federal, state, or local government.

**ACCEPTANCE OF OFFER:** State hereby accepts the initial Offer, Revised Offer, or Best and Final Offer, and which was dated below. Offeror is now bound (as Contractor) to carry out the Work under the attached Contract, of which the Accepted Offer forms a part. Contractor is cautioned not to commence any billable work or to provide any material or perform any service under the Contract until Contractor receives the applicable Order or written notice to proceed from Procurement Officer.

State's Contract No. is: ADSP017-166124

Lori Noyes, Procurement Officer

The effective date of the Contract is:

Contract awarded date



## Master Blanket Purchase Order ADSP017-166124

### Header Information

<b>Purchase Order Number:</b>	ADSP017-166124	<b>Release Number:</b>	0	<b>Short Description:</b>	Vehicles, New Purchases
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Nick Perrera	<b>Receipt Method:</b>	Dollars
<b>Fiscal Year:</b>	2017	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona				
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Location:</b>	SPO - State Procurement Office	<b>Type Code:</b>	Statewide
<b>Alternate ID:</b>		<b>Entered Date:</b>	04/04/2017 01:02:19 PM	<b>Control Code:</b>	
<b>Days ARO:</b>	90	<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Print Dest Detail:</b>	If Different				
<b>Catalog ID:</b>		<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Contact Instructions:</b>	Nick Perrera at Nick.Perrera@azdoa.gov, 602-542-9128	<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Master Blanket/Contract End Date (Maximum):</b>	03/31/2022 11:59:59 PM				
<b>Project No.:</b>	Solicitation ADSP017-00006397				
<b>Building Code:</b>					
<b>Cost Code:</b>					
<b>Special Purchase Types:</b>					
<b>PIJ NUMBER:</b>					
<b>Coop Spend To Date:</b>					
<b>Commodity Reference Id:</b>					
<b>PO External Doc Type:</b>	None				
<b>Agency Attachments:</b>	<a href="#">PO Terms &amp; Conditions ADSP017-00006397 Solicitation File.zip</a> <a href="#">Summary of All Awarded Vehicle Contracts-4.pdf</a> <a href="#">Award Letter and Signed Offer and Acceptance</a> <a href="#">Current Certificate of Insurance 17-166124 Pricing for 2018</a> <a href="#">Change Order to renew to 2019</a> <a href="#">17-166124 Current Pricing with 2019 Pricing.xlsx</a> <a href="#">17-166124 Current Pricing with 2019 Pricing.pdf</a> <a href="#">San Tan Ford 2019 Pricing.pdf</a> <a href="#">Renewal through 03.31.20.pdf</a>				
<b>Vendor Attachments:</b>					
<b>Agency Attachment</b>					

**Forms:****Vendor Attachment****Forms:****Primary Vendor Information & PO Terms****Vendor:****9000021737 - SAN TAN AUTO PARTNERS LLC**

Joe Sanchez  
 1429 E Motor Plex Loop  
 Gilbert, AZ 85297  
 US  
 Email: joesanchez@santanford.com  
 Phone: (480)621-3741  
 FAX: (480)621-3796  
 Alt. Reference: Z0001

**Payment Terms:**

Net 30

**Shipping Method:**

Best Way

**Shipping Terms:**

F.O.B., Destination

**Freight Terms:**

Freight Allowed

**PO****Acknowledgements:**

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to joesanchez@santanford.com at 04/06/2017 07:36:12 PM	04/06/2017 07:37:34 PM
Change Order 1	Emailed to joesanchez@santanford.com at 07/12/2017 12:33:51 PM	07/18/2017 08:38:31 AM
Change Order 2	Emailed to joesanchez@santanford.com at 08/28/2017 01:09:04 PM	08/29/2017 08:30:11 AM
Change Order 3	Emailed to joesanchez@santanford.com at 03/16/2018 08:06:24 AM	03/16/2018 08:06:37 AM
Change Order 4	Emailed to joesanchez@santanford.com at 04/05/2018 10:49:22 AM	04/05/2018 04:02:12 PM
Change Order 5	Emailed to joesanchez@santanford.com at 05/09/2018 10:39:59 AM	05/09/2018 11:10:43 AM
Change Order 6	Emailed to joesanchez@santanford.com at 07/12/2018 01:06:23 PM	07/12/2018 01:07:25 PM
Change Order 7	Emailed to joesanchez@santanford.com at 07/24/2018 01:22:19 PM	07/24/2018 01:26:42 PM
Change Order 8	Emailed to joesanchez@santanford.com at 08/15/2018 09:36:44 AM	08/15/2018 09:44:32 AM
Change Order 9	Emailed to joesanchez@santanford.com at 09/25/2018 03:42:48 PM	09/25/2018 03:43:34 PM

**Master Blanket/Contract Vendor Distributor List**

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<b>9000021737</b>	PZ9000021737	SAN TAN AUTO PARTNERS LLC	Email	Active

**Master Blanket/Contract Controls****Master Blanket/Contract Begin Date:**

04/01/2017

**Master Blanket/Contract End Date:**

03/31/2020

**Cooperative Purchasing Allowed:**

Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$5,230,627.02	\$0.00

**Item Information**

1-5 of 16

1 2 3 4

**Print Sequence # 1.0, Item # 1:**

Freight, per contract vendor charges the following for transportation and delivery: 3PS  
 Apache \$400, Cochise \$300, Coconino \$275, Gila \$200, Graham \$350, Greenlee -  
 \$350, LaPaz \$350, Maricopa \$0, Mohave \$350, Navajo \$450, Pima \$250, Pinal \$200, Santa Cruz \$300, Yavapai \$225, Yuma \$300 Sent

NIGP Code: 962-86

## Transportation of Goods and Other Freight Services

Bid # / Bid Item #: **ADSP017-00006937** / 1 Quote # / Quote Item #: **000043911** / 1

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: \_\_\_\_\_ Brand: \_\_\_\_\_ Model: \_\_\_\_\_  
 Make: \_\_\_\_\_ Packaging: \_\_\_\_\_  
 Project No.: \_\_\_\_\_  
 Building Code: \_\_\_\_\_  
 Cost Code: \_\_\_\_\_  
 Property Number: \_\_\_\_\_

**Print Sequence # 2.0, Item # 2:** Sedans 3PS - SentNIGP Code: 071-04

Automobiles and Station Wagons

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: \_\_\_\_\_ Brand: \_\_\_\_\_ Model: \_\_\_\_\_  
 Make: \_\_\_\_\_ Packaging: \_\_\_\_\_  
 Project No.: \_\_\_\_\_  
 Building Code: \_\_\_\_\_  
 Cost Code: \_\_\_\_\_  
 Property Number: \_\_\_\_\_

**Print Sequence # 3.0, Item # 3:** SUV's 3PS - SentNIGP Code: 071-80

SUV Type Vehicles (Incl. Carryalls)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: \_\_\_\_\_ Brand: \_\_\_\_\_ Model: \_\_\_\_\_  
 Make: \_\_\_\_\_ Packaging: \_\_\_\_\_  
 Project No.: \_\_\_\_\_  
 Building Code: \_\_\_\_\_  
 Cost Code: \_\_\_\_\_  
 Property Number: \_\_\_\_\_

**Print Sequence # 4.0, Item # 4:** Passenger Vans 3PS - SentNIGP Code: 071-92

Vans, Passenger (Regular and Handicapped Equipped)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost

Dollars	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00
Manufacturer: Brand: Model:								
Make: Packaging:								
Project No.:								
Building Code:								
Cost Code:								
Property Number:								

**Print Sequence # 5.0, Item # 5:** Cargo Vans 3PS - SentNIGP Code: 071-90  
Vans, Cargo

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Dollars	1.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:			Brand:			Model:		
Make:			Packaging:					
Project No.:								
Building Code:								
Cost Code:								
Property Number:								

1-5 of 16

1 **2** 3 4

	<b>Contract Change Order Summary</b>		Arizona Department of Administration  State Procurement Office  100 N. 15 <sup>th</sup> Avenue, Suite 201  Phoenix, AZ 85007
	Contract No.: ADSP017-166124		
	Change Order No.: 9	Date: September 25, 2018	

### **Vehicles, New Purchases**

#### **SAN TAN AUTO PARTNERS LLC**

1. The above mentioned contract is hereby amended as follows:
  - a. In accordance with Special Terms and Conditions paragraph 2.6, Contract Extension, the term of the contract shall be extended an additional twelve (12) months through 03/31/20.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

#### **ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.

**ARF-5512**

**Regular Agenda Item 3. I.**

**Regular BOS Meeting**

Meeting Date: 06/18/2019

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

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Information

Request/Subject

Adoption of Countywide goals for the Gila County Five-Year Strategic Plan; and presentation of the Draft Gila County Five-Year Strategic Plan booklet.

Background Information

The Board of Supervisors adopted a Strategic Plan on April 27, 2010, which included a mission statement, value statements and goals. In March 2011, the leadership team, comprised of County management, department directors and elected officials, underwent another strategic planning process. The output of this effort was the development of a Gila County Five-Year Strategic Plan and the creation of a new mission statement and value statements. Since the creation of this Strategic Plan, many of the items identified through this planning effort have been accomplished.

The new strategic planning team consists of employees from all levels of the County. The team was commissioned with the opportunity to develop County values, vision, mission, and countywide goals through this collaborative process.

On March 19, 2019, the strategic planning team presented the Board of Supervisors with draft values, and a vision statement and mission statement for its consideration as part of the strategic planning process. They were adopted by the Board on April 2, 2019.

On May 21, 2019, the strategic planning team presented the Board of Supervisors with Countywide goals as part of the strategic planning process.

Since that date, the team has also consolidated the information from the strategic planning process into a booklet that once reviewed and approved

by the Board, it will be distributed to all County employees and will be available to the public.

### Evaluation

Draft Countywide goals have been prepared by the strategic planning team for the Board's review and adoption. The draft Gila County Five-Year Strategic Plan booklet is being introduced for the Board's review and will be brought back for approval at a future Board meeting.

### Conclusion

Draft Countywide goals as prepared by the strategic planning team are being presented to the Board for adoption. The strategic planning team also requests that the Board review and provide feedback on the strategic plan booklet and the team will come back at a future Board meeting for approval.

### Recommendation

It is recommended that the Board receive an update on the recent activities of the strategic planning team and consider adopting new Countywide goals as prepared by the strategic planning team. The team would also like to receive input from the Board on the draft Gila County Five-Year Strategic Plan booklet.

### Suggested Motion

Information/Discussion/Action to adopt Countywide goals for the Gila County Five-Year Strategic Plan, and review the draft Gila County Five-Year Strategic Plan booklet. **(Mary Springer)**

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### Attachments

Strategic Plan Countywide Goals

Draft Gila County Five-Year Strategic Plan

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# GILA COUNTY'S STRATEGIC PLAN



*Moving Forward, A Roadmap for Future Success*



# VALUES, VISION AND MISSION

## VALUES

- Accountable
- Integrity
- Innovation
- Respectful
- Safety
- Teamwork

## VISION

Gila County, the heart of Arizona: preserving our past and enriching our communities for future generations

## MISSION

Gila County provides responsible resource management to positively impact recreation, safety, education and economic growth. As a team we are dedicated to serving the public with integrity, respect and accountability



## ***OUR FOCUS AREAS ENCOMPASS INTERNAL AND EXTERNAL INITIATIVES TO SUPPORT GILA COUNTY'S VISION AND MISSION***

### **Responsible Resource Management**

Effectively managing resources including workforce, property, equipment, and funds determined to be in the best interest of the communities we serve.

### **Robust Communication**

Use the most appropriate method to deliver effective communication.

### **Workforce Development**

Encourage continued opportunities for education, training and experience to retain and attract quality employees.

### **Safety**

Promote safety in our workplaces, recreation areas, and communities through awareness, education and enforcement.

### **Economic Development**

Create a thriving environment where people want to live, work and play.

# COUNTYWIDE GOALS

## VISION

## MISSION

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### Responsible Resource Management

Integrate cost improvement measures through short and long-term financial planning to maximize appropriate use of funds.

Improve, upgrade, and maintain facilities, network/technology, infrastructure and natural resources to ensure employee/public safety, continuity in business operations, and enjoyment of life.

### Robust Communication

Share accurate, consistent, and timely information that promotes meaningful communication

Maximize personal, social, print, and broadcast media to successfully and accurately inform, educate and unify Gila County

### Workforce Development

Gila County will recruit and retain quality employees by offering a professional, diverse and desirable work environment

Build a qualified workforces through education, training and collaborative partnerships that support current and future business needs

### Safety

Provide a safe environment for residents and employees through training and education

Develop plans that support County operations and residents during an event or emergency

### Economic Development

Develop and strengthen government and community partnerships to support existing and new business development and community well-being.

Promote interdepartmental collaboration for efficiencies that improve business processes.

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Performance Measures

#### Department Goals

Dept. Goal #1

Dept. Goal #2

#### Department Goals

Dept. Goal #1

Dept. Goal #2

#### Department Goals

Dept. Goal #1

Dept. Goal #2

#### Department Goals

Dept. Goal #1

Dept. Goal #2

#### Department Goals

Dept. Goal #1

Dept. Goal #2

Performance Measures

Performance Management

Employee Goals

Performance Management



# LEADERSHIP SUPPORT

- County Survey
  - <https://www.surveymonkey.com/r/2NHTJC2>
- On-going face-to-face meetings with each Office and Department
- Marketing plan for continued communication and feedback
- Incorporate Countywide goals into Elected Offices and Departmental goals

## Acknowledgements



**Strategic Plan Team Leaders (Department):** Paula Horn (Health), Mary Springer (Finance) **Not Pictured (Department):** Sherry Grice (Board of Supervisors)

**Strategic Plan Team (Department):** Elsa Bobier (Community Services), Juley Bocardo-Homan (Human Resources), Martha Gonzales (Treasurer's Office), Andrea Hamm (Payson Justice Court), Amy Loyd (Assessor's Office), Cassie Ornelas (Superior Court), Misty Price (County Attorney's Office), Cheryl Sluyter (BOS District 1), Aimee Staten (Finance), Scott Warren (Public Works Survey), **Not Pictured (Department):** Sadie Bingham (County Recorder), Matt Binney (Sheriff's Office), Paul Wolterbeek (Administration), Cris Welch (Facilitator – Mile High Strategic Partners)

Special thanks to Stacey Espinoza (Finance/Administration), and to the staff at the Roosevelt Lake Visitors Center

## Contact Us

For questions/comments, please contact Mary Springer, Finance Director. Email: [mspringer@gilacountyaz.gov](mailto:mspringer@gilacountyaz.gov)  
Phone: 928-402-8516



## Gila County

Five-Year Strategic Plan

DRAFT

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# Acknowledgements

A special Thank You to the Gila County Board of Supervisors, Elected Officials, and County Manager for their vision and heart for service.



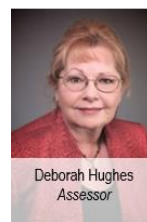
Tommie Martin  
District 1



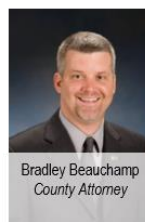
Tim Humphrey  
Chairman - District 2



Woody Cline  
District 3



Deborah Hughes  
Assessor



Bradley Beauchamp  
County Attorney



Sadie Jo Bingham  
Recorder



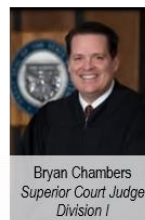
Roy Sandoval  
County School  
Superintendent



Adam Shepherd  
Sheriff



Debora Savage  
Treasurer



Bryan Chambers  
Superior Court Judge  
Division I



Tim Wright  
Superior Court Judge  
Division II



Anita Escobedo  
Clerk of the  
Superior Court



Jordan Reardon  
Justice of the Peace  
Globe



Dorothy Little  
Justice of the Peace  
Payson



Ruben Mancha  
Constable - Globe



Tony McDaniel  
Constable - Payson



James Menlove, CPM  
County Manager

---

### *My Goals*

Individual goals should be written once the department goals have been established. Each individual should review the department goals and determine areas where they may make meaningful contributions. Please note, if the department has three goals, the individual may not have a goal for each.

Here is an example of an individual goal that ties directly to the department goal example:

***I can improve invoice processing times through better utilization of system functions. This will require me to learn about new system features. I will complete the four-hour training required within 30 days.***

In the space below begin to draft your goals:

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“THIS PLAN IS NOT ONLY COMPREHENSIVE, IT IS INCLUSIVE. I FULLY SUPPORT THE PLAN, AS IT PROVIDES A WAY FOR EACH AND EVERY ONE OF US TO CONTRIBUTE TO GILA COUNTY'S SUCCESS.”

**James Menlove  
County Manager**

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### *Why Strategic Planning?*

Gila County is an extraordinary place to live, work, and play. This did not happen by accident. Making Gila County extraordinary takes planning. Our previous Strategic Plan served us since 2010, but as the environment in which we operate continues to change, so must we.

Gila County recognizes the value in providing the organization the tools necessary to develop long-range plans, goals and measurements that will lead to success. These plans will provide a foundation for budget development and drive us to continue to improve our services and processes, in a fiscally responsible and transparent way.

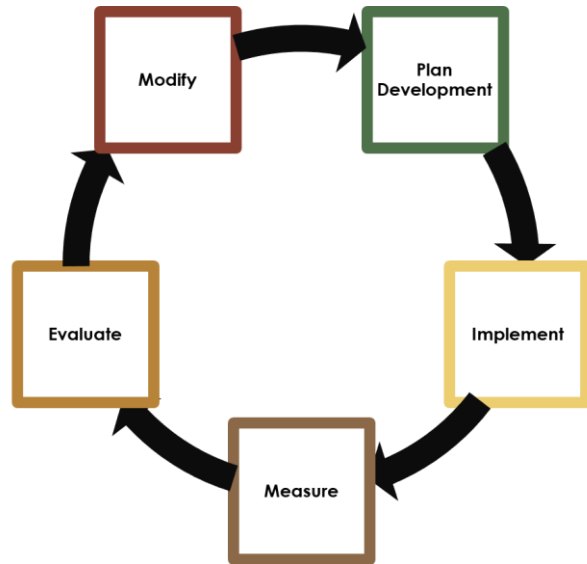
“I HOPE THIS PLAN IS CONTAGIOUS AND SPREADS THROUGHOUT OUR COUNTY.”

**~Chairman Tim Humphrey, District 2**

### *Strategic Planning Cycle*

Effective strategic planning and implementation is a continuous process that involves several steps and requires that everyone be engaged during each phase; residents, elected officials, stakeholders and staff.

**Plan development** is the first step. The planning period for a strategic plan typically spans five years. This phase develops the plan to unite the organization under the vision and mission statements and provides shared goals.



During the **implementation** phase the organization's goals drive the departmental and staff goal development processes. The departmental goal development process should align to the annual budget cycle.

Along with goal development, departments will develop **performance measures** to track progress towards these goals. Employee progress is tracked through performance management.

Annual **evaluation** of goals and performance measures is necessary to determine if current efforts will achieve department and organizational goals or if goals/performance measures need to be **modified**.

## Overview

### *Living Document*

The strategic plan cycle provides the organization the ability to make course changes or corrections when necessary. Thus making the organization responsive to changing internal and external factors.

### *My Department Goals*

In reviewing the example goal from the prior pages, here is a template and space to begin developing your department goals and measurements.

#### Template

Our department goal contributes to the County Focus Area or Goal of \_\_\_\_\_. The \_\_\_\_\_ Office/Department will \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ by \_\_\_\_\_.

Goal:

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Performance Measure:

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# Goal Development Workbook

## What Makes a Good Goal?

Here are a few things to keep in mind when developing S.M.A.R.T goals:

### **S** Specific

What needs to be accomplished? Why is this important? Who will be involved?

### **M** Measurable

How will you measure progress towards goal achievement? Do you have systems/ methods of tracking in place for beginning measurements?

### **A** Achievable

Do you have the resources and skills necessary to achieve the goal? If not, can they be obtained?

### **R** Relevant

Does this goal align to the Organization Goals and Focus Areas?

### **T** Time Bound

What is the deadline? Is this deadline reasonable?

Here is an example department goal:

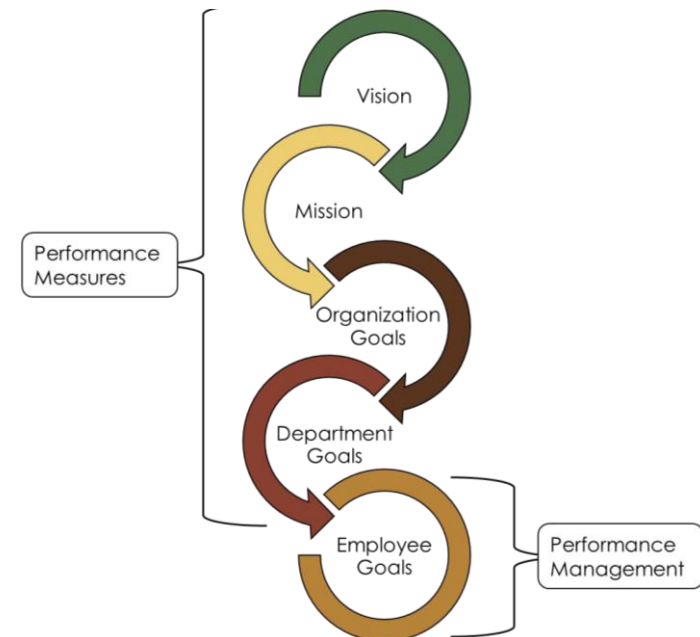
***Our department goal contributes to the County Focus Area of Responsible Resource Management, Goal #1. The Finance Department will improve processing time on Accounts Payable invoices from 48 hours to 24 hours from the date of receipt by June 30, 2020.***

In this example, the Finance Department can utilize information from the Financial Management System to monitor processing times.

## Plan Development

Beginning in January 2019, a 16 person team began meeting to develop the Gila County Five-Year Strategic Plan. The team was comprised of staff from 14 different departments and represented both the Globe and Payson areas of the County. The team created new values, vision and mission statements and completed a SWOT analysis. The SWOT analysis assessed strengths, weaknesses, opportunities and threats, and provided an understanding of the environment – internal and external – in which the county operates. From this, the strategic plan was developed.

The strategic plan is driven by the Vision and Mission Statements, with cascading goals and corresponding measurements throughout the levels of the organization.



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## Five-Year Strategic Plan

### Values

The Gila County Values guide our actions both internally and externally. If you are a resident or a visitor you will find that Gila County embodies:



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## Implementing the Plan

### Department and Employee Goals

In the implementation phase, departments create annual goals that directly align with the Organization Goals. Goals must be measurable and achievable. This process should also align with the annual budget cycle.

Employee goals should be developed in coordination and direct support of the department and organization goals. This allows each and every staff member to be engaged and contributing to the success of the organization!

"IT IS VERY IMPORTANT THAT WE  
INCORPORATE OUR STRATEGIC PLAN IN  
EVERYTHING WE DO INCLUDING OUR  
FUTURE PROJECTS."

~Supervisor Woody Cline, District 3

## Measure, Evaluate, Modify

### Baseline Survey and Performance Measures

In April/May 2019, Gila County offered a survey to residents and staff to assess the overall familiarity and satisfaction with County services. This survey is considered the baseline for future measurements.

Department goals have corresponding performance measures associated with them. The performance measures are tracked internally, and some are reported in the annual budget document, allowing for progress to be tracked year over year. Modifications to goals and performance measures are done annually as part of the annual budget cycle.

## Organization Goals

### Workforce Development

#### Goal #1

Gila County will recruit and retain quality employees by offering a professional, diverse, and desirable work environment.



#### Goal #2

Build a qualified workforce through education, training and collaborative partnerships, that support current and future business needs.

### Safety

#### Goal #1

Provide a safe environment for residents and employees through training and education.



#### Goal #2

Develop plans that support County operations and residents during an event or emergency.

### Economic Development

#### Goal #1

Develop and strengthen government and community partnerships to support existing and new business development and community well-being.

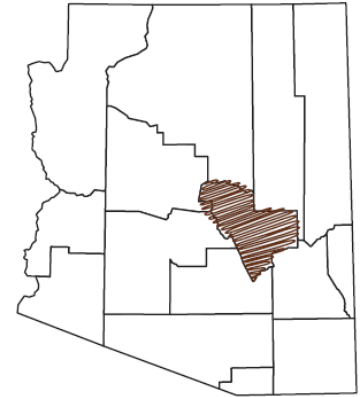


#### Goal #2

Promote interdepartmental collaboration for efficiencies that improve business processes.

## Vision

Gila County, *the heart of Arizona*: preserving our past and enriching our communities for future generations



## Mission

Gila County provides responsible resource management to positively impact recreation, safety, education and economic growth. As a team we are dedicated to serving the public with integrity, respect and accountability.

"I LIKE THAT THE STRATEGIC PLAN'S VISION AND MISSION IS CLEAR AND SUCCINCT AND THE PLAN IS A LIVING DOCUMENT THAT IS ABLE TO CHANGE OVER TIME."

*~Supervisor Tommie Martin, District 1*

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## *Focus Areas*

Our Focus Areas encompass internal and external initiatives to support Gila County's Vision and Mission.



### **Responsible Resource Management**

Effectively managing resources including workforce, property, equipment, and funds determined to be in the best interest of the communities we serve.



### **Robust Communication**

Use the most appropriate method to deliver effective communication.



### **Workforce Development**

Encourage continued opportunities for education, training and experience to retain and attract quality employees.



### **Safety**

Promote safety in our workplaces, recreation areas, and communities through awareness, education and enforcement.



### **Economic Development**

Create a thriving environment where people want to live, work and play.

## *Organization Goals*

Gila County anticipates that in order to accomplish these goals, it will require diligence in their stewardship of assets, innovation in service delivery and collaboration with

partners and stakeholders. Partners and stakeholders such as the Industrial Development Authority, regional tribal nations, school districts, and community/non-profit organizations are critical to our success. The following goals are tied directly to the Focus Areas they support (as identified by the icon shown).

### **Responsible Resource Management**

#### **Goal #1**

Integrate cost improvement measures through short and long-term financial planning to maximize appropriate use of funds.

#### **Goal #2**

Improve and maintain facilities, network/technology, infrastructure, and natural resources to ensure employee/public safety, continuity in business operations, and enjoyment of life.

### **Robust Communication**

#### **Goal #1**

Share accurate, consistent, and timely information that promotes meaningful communication.

#### **Goal #2**

Maximize personal, social, print, and broadcast media to successfully and accurately inform, educate, and unify Gila County.



**ARF-5525**

**Consent Agenda Item 4. A.**

**Regular BOS Meeting**

Meeting Date: 06/18/2019

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Bandits Restaurant & The Dirty Cowboy Saloon'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.

Katie Lynn Parks of Bandits Restaurant & The Dirty Cowboy Saloon submitted an application to temporarily extend the premises where liquor is permitted to be sold during weekend of June 29, 2019, through June 30, 2019.

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 parking lot and the staff of Bandits Restaurant & The Dirty Cowboy Saloon 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 an Application for Extension of Premises/Patio Permit submitted by Katie Lynn Parks to temporarily extend the premises where liquor is permitted to be served on June 29-30, 2019, at Bandits Restaurant & The Dirty Cowboy Saloon located in Strawberry.

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### Attachments

Bandits - Application

Bandits - CD Response

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

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: 6/29/19 through 6/30/19 list specific purpose for change:

1. Licensee's Name: Parks Katie Lynn License#: \_\_\_\_\_  
Last First Middle
2. Mailing address: 5079 N. Hwy 87 Strawberry Az. 85544  
Street City State Zip Code
3. Business Name: Bandits Restaurant & The Dirty Cowboy Saloon
4. Business Address: 5079 N. Hwy 87 Strawberry Az. 85544  
Street City State Zip Code
5. Email Address: banditsrestaurantllc@gmail.com
6. Business Phone Number: 9283634079 Contact Phone Number: [REDACTED]
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? Security at the entrance.

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) Katie Lynn Parks 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.

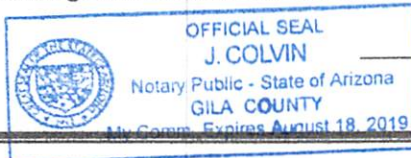
State of Arizona )

County of Gila )

On this 24 Day of May, 20 19 before me personally appeared Katie Lynn Parks  
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)



[Signature]  
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: \_\_\_\_/\_\_\_\_/\_\_\_\_

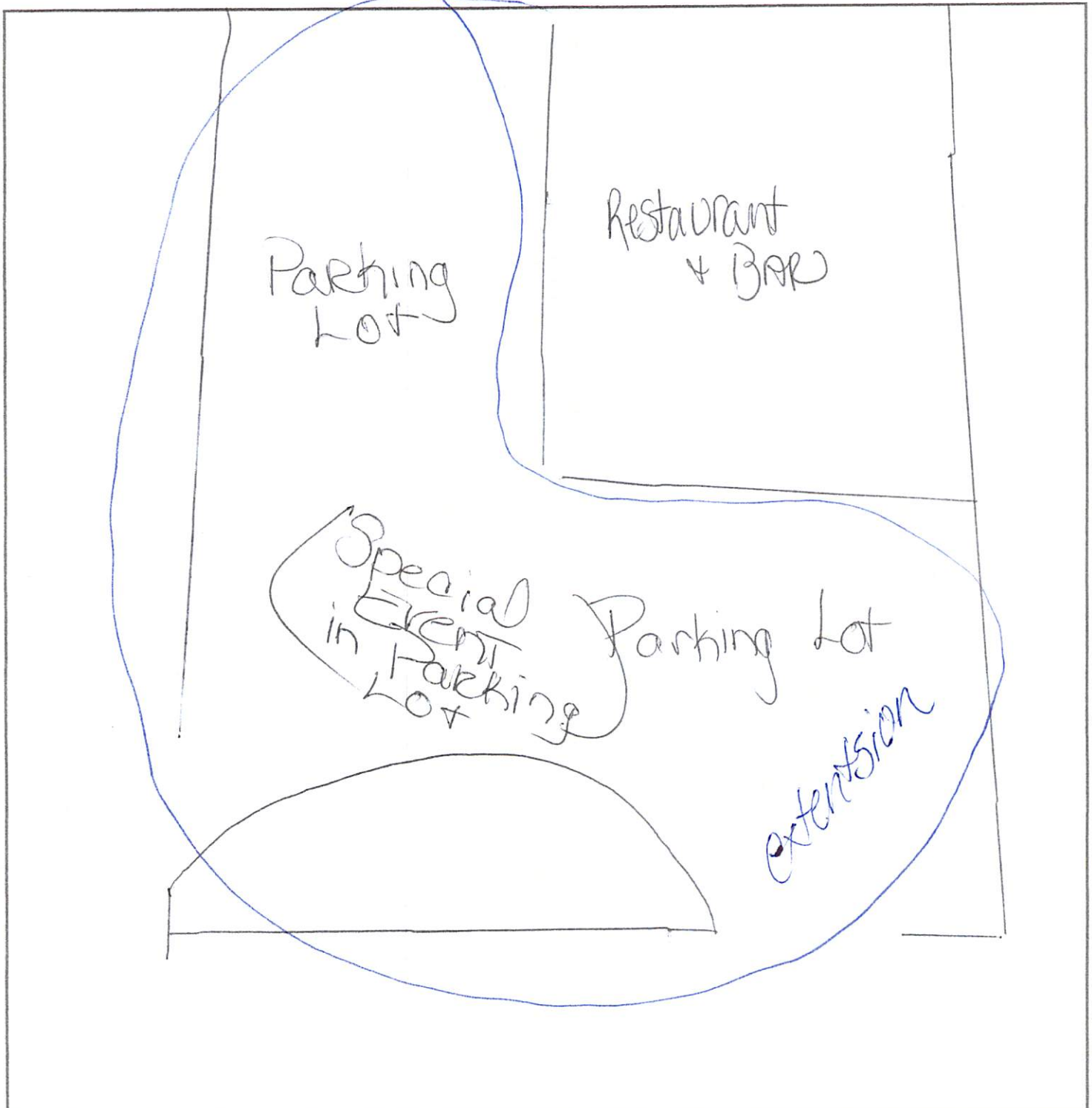
Director Signature required for Disapprovals: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**SECTION 16** Diagram of Premises – continued

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

**DIAGRAM OF PREMISES**





## INTEROFFICE MEMORANDUM

**DATE:** June 4, 2019  
**TO:** Scott Buzan, 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 Katie Lynn Parks to temporarily extend the liquor license service area for June 29-30, 2019 at the Bandits Restaurant 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:

Date:

  
Scott Buzan, Chief Building Official

6/5/19

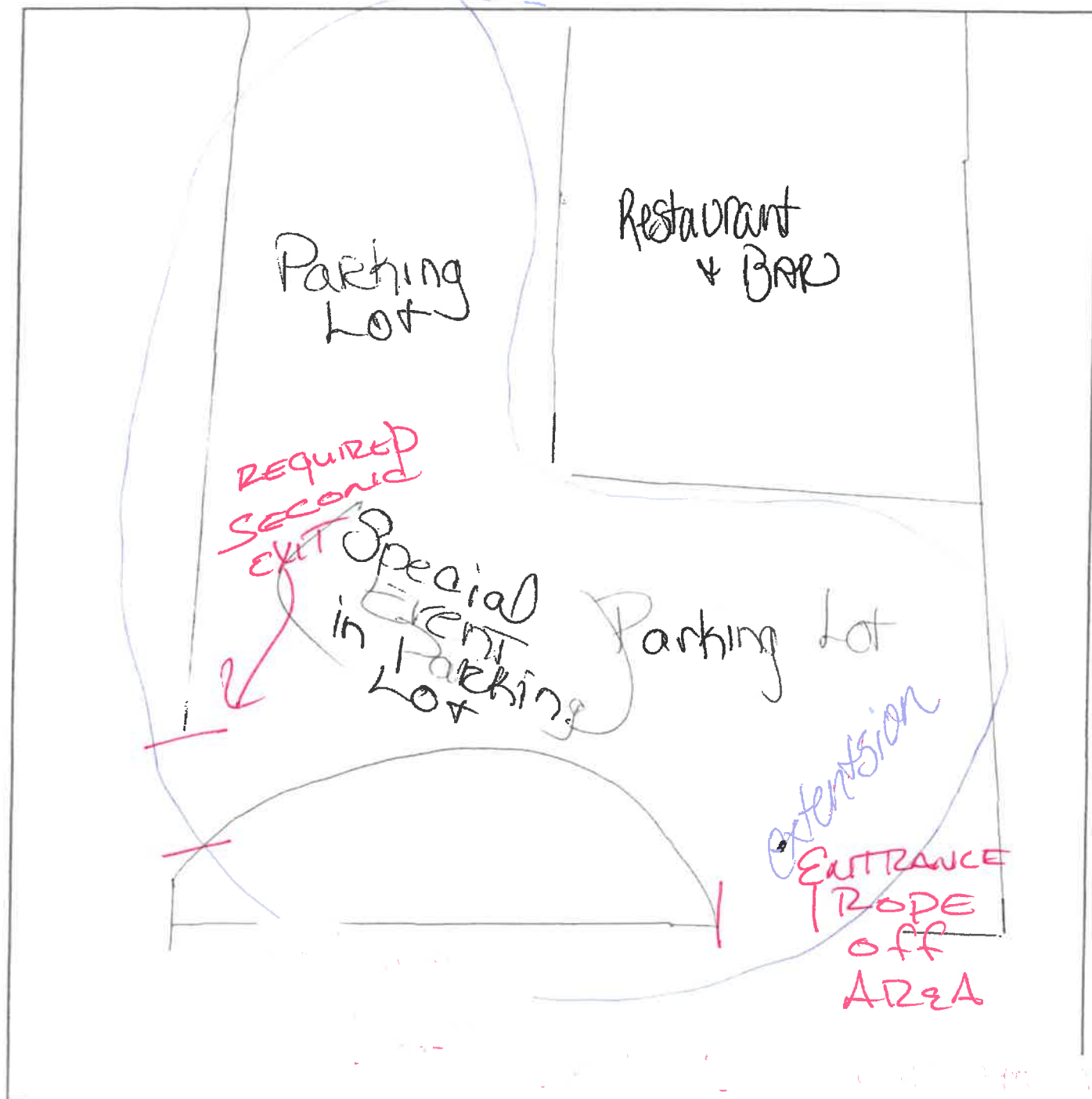
RANDALL PLUMER

**SECTION 16 Diagram of Premises – continued**

6. On the diagram please show only the areas where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, hi-top tables, dining tables, dining chairs, dance floor, stage, game room, and the kitchen. DO NOT include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of the premises is attached to this application, please write the words "DIAGRAM ATTACHED" in the box provided for the diagram on the application.

**DIAGRAM OF PREMISES**



**ARF-5534**

**Consent Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 06/18/2019

Submitted By: Melissa Henderson, Deputy Clerk

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Pleasant Valley Community Council, Inc. - Special Event Liquor License Application for July 19, 2019, July 20, 2019 and July 21, 2019.

Background Information

A qualified organization may submit an application to serve liquor at a special event for up to 10 days per year. The Arizona Department of Liquor Licenses and Control (DLLC) approves all liquor-related applications; however, part of the DLLC's process requires that the local governing body review the application and submit a recommendation for approval or disapproval to the DLLC for any establishment located within the jurisdiction of that local governing body.

Evaluation

The Clerk of the Board of Supervisors has reviewed the application and has determined that it has been filled out correctly.

Conclusion

This non-profit organization has properly completed the application and if the Board of Supervisors approves the application, the Pleasant Valley Community Council, Inc. will have used 3 days of the allowable 10 days to serve liquor at a special event in 2019.

Recommendation

The Clerk recommends that the Board of Supervisors approve this application. Upon approval, the applicant has the responsibility to submit the application to the DLLC for its final approval.

Suggested Motion

Approval of a Special Event Liquor License Application submitted by the Pleasant Valley Community Council, Inc. for an event to be held on July 19, 2019, July 20, 2019, and July 21, 2019, at the Pleasant Valley Community Center located in Young.

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Attachments

Pleasant Valley Community Council - Application

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19 MAY 1 04:11 PM 347

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

FOR DLLC USE ONLY

Received Date:

Job #:

CSR:

License #:

### APPLICATION FOR SPECIAL EVENT LICENSE

Fees: \$25.00 per day for 1-10 days (consecutive) Cash Checks or Money Orders Only  
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

**IMPORTANT INFORMATION:** This document must be fully completed or it will be returned.  
The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event.

**SECTION 1** Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Grimm Irene L 3/10/104  
Last First Middle Date of Birth  
2. Applicant's mailing address: [REDACTED]  
Street City State Zip  
3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (480) 261-1653  
4. Applicant's email address: pvec.team19@gmail.com

**SECTION 2** Name of Organization, Candidate or Political Party/Gov.: Pleasant Valley Community Council, Inc.

Name of Licensed Contractor (if any): \_\_\_\_\_

**SECTION 3** Non-Profit/IRS Tax Exempt Number: [REDACTED]

**SECTION 4** Event Location: Pleasant Valley Community Center

Event Address: 47533 Hwy 288, Young Bay 85554

**SECTION 5** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
See A.R.S. § 4-244(15) and (17) for legal hours of service.

**PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY**

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>July 19, 2019</u>	<u>Friday</u>	<u>12 noon</u>	<u>8:00 pm</u>
DAY 2:	<u>July 20, 2019</u>	<u>Saturday</u>	<u>12 noon</u>	<u>8:00 pm</u>
DAY 3:	<u>July 21, 2019</u>	<u>Sunday</u>	<u>12 noon</u>	<u>4:00 pm</u>
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SECTION 6** What type of security and control measures will you take to prevent violations of liquor laws at this event?  
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 2 Number of Security Personnel ☒ Fencing ☒ Barriers

Explanation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 7** Will this event be held on a currently licensed premise and within the already approved premises? ☐ Yes ☒ No  
(If yes, Local Governing Body Signature not required)

\_\_\_\_\_  
Name of Business License Number Phone (Include Area Code)

**SECTION 8** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- ☐ Place license in non-use  
☐ Dispense and serve all spirituous liquors under retailer's license  
☒ Dispense and serve all spirituous liquors under special event  
☐ Split premise between special event and retail location

(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)

**SECTION 9** What is the purpose of this event?

☒ On-site consumption ☐ Off-site (auction/wine/distilled spirits pull) ☐ Both

**SECTION 10**

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event days have been issued to this organization during the calendar year? NONE  
(The number cannot exceed 10 days per year.)

3. Is the organization using the services of a licensed contractor or other person to manage the sale or service of alcohol?

☐ Yes ☒ No (If yes, must be a licensed contractor or licensee of series 6, 7, 11, or 12)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Pleasant Valley Community Council, Inc. Percentage: 100%

Address 47533 Hwy 288, Young, AZ 85554

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

Address \_\_\_\_\_  
Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

**SECTION 11** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

# ATTACH DIAGRAM

If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

I, (Print Full Name) Irene L. Grimm, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: Irene L. Grimm

## LOCAL GOVERNING BOARD

Date Received: \_\_\_\_\_

I, \_\_\_\_\_ recommend ☐ APPROVAL ☐ DISAPPROVAL  
(Government Official) (Title)

On behalf of \_\_\_\_\_  
(City, Town, County, State) Signature Date Phone

## DLLC USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

### A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

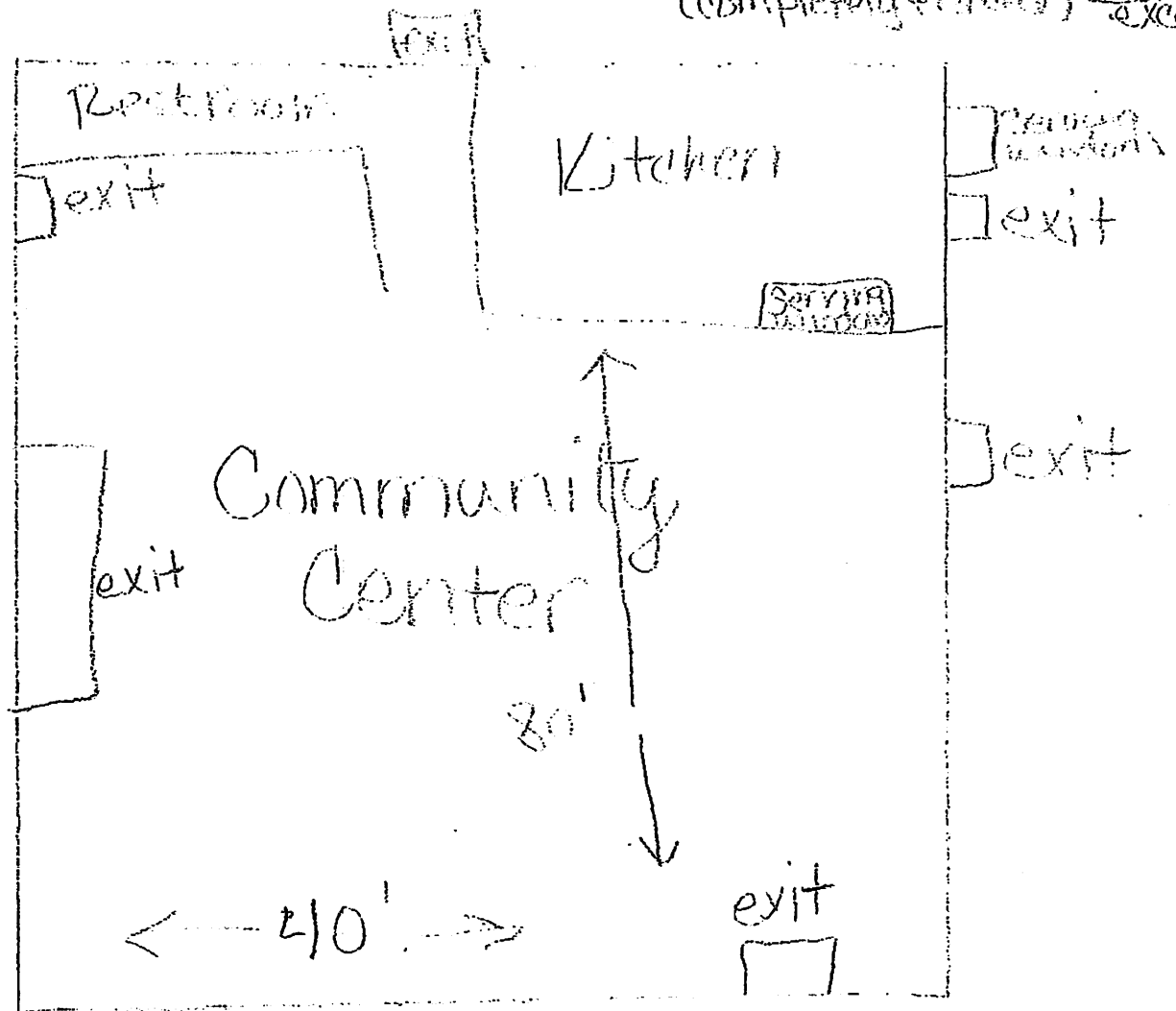
E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.

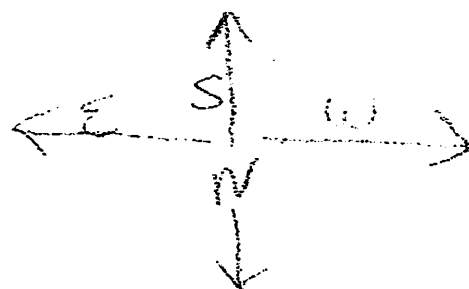
# Rapung Arena

(Fenced)

(Akon) Serving Area &  
Beer Garden Pavilion  
(completely fenced) except



Reasons Valley Community Center



How 202

**ARF-5539**

**Consent Agenda Item 4. C.**

**Regular BOS Meeting**

Meeting Date: 06/18/2019

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

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Information

Request/Subject

Fireworks Productions of Arizona's Fireworks Display Application

Background Information

For many years a local copper mining company, presently known as Freeport-McMoRan, Inc. (FMI), Miami Operations, has provided the local community with a 4th of July fireworks display at the location of the mine. FMI has contracted with Fireworks Productions of Arizona for many years to put on the fireworks display at FMI's mine property in Miami, AZ.

Evaluation

All applications are submitted to the Clerk of the Board of Supervisors, which are ultimately presented to the Board of Supervisors for approval. Fireworks Productions of Arizona has submitted an application on behalf of FMI for its Thursday, July 4, 2019, fireworks display.

Conclusion

The required certificate of liability insurance is attached to the application; Sheriff J. Adam Shepherd has signed the application; and AJ Howell, Tri-City Fire District Battalion Chief, has submitted a letter approving of this fireworks display; therefore, all of the required information is attached for the Board of Supervisors' review/decision.

Recommendation

The Board of Supervisors' approval of this application is recommended by the Clerk of the Board.

Suggested Motion

Approval of an Application for Fireworks Display submitted by Fireworks Productions of Arizona and sponsored by Freeport-McMoRan, Inc. to provide a fireworks display on Thursday, July 4, 2019, at the Miami Operations mine site of Freeport-McMoRan, Inc.

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Attachments

Fireworks Display Application

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# Fireworks Productions of Arizona

May 30, 2019

Gila County Sheriff's Office  
Attn: Sheriff Adam Shepherd  
PO Box 311  
Globe, AZ 85502

Sherif Shepherd;

Enclosed is the permit request for a fireworks display located at the #1 tailings of Freeport McMoran Copper & Gold Miami scheduled for July 4, 2019. Could you please sign off on the permit and then forward copies over to the Gila County Clerk of the Board.

If you have any questions regarding the show or need any additional information please do not hesitate to contact me at the number listed below or via email ([sarah@fireworksaz.com](mailto:sarah@fireworksaz.com)). Thank you.

Pyrotechnically Yours,



Sarah Harris  
Pyro Office Manager  
Pyrotechnician

Encl: Permit Request

## APPLICATION FOR FIREWORKS DISPLAY

To: **Gila County Board of Supervisors**

Application is hereby made for the granting of a permit to conduct a supervised fireworks display on (Date) 07/04/19 at (Address) #1 Tailings, to be sponsored by (Name of Organization) Freeport McMoran.

Applicant states that Ernie Baca will be in charge of this display and responsible for the acts performed thereby; and person to direct this display in such a manner that it will not be hazardous to property or endanger any person.

Sarah Harris Ernie Baca w/ Fireworks Productions of Arizona  
Director of Display Person in charge of premises where display is located.

Attached hereto is a surety bond or certificate of liability insurance in a principal amount of \$ 10,000,000.00, but not less than \$1,000,000, conditioned upon payment of all damages which may be caused to persons or property by reason of the display, as provided by law.

\*\*\*\*\*

### APPROVAL OF FIREWORKS DISPLAY BY FIRE DISTRICT

LETTER OF APPROVAL FROM LOCAL FIRE DISTRICT ENCLOSED ☒

\*\*\*\*\*

### APPROVAL OF FIREWORKS DISPLAY BY SHERIFF

I have investigated the premises described by the applicant and found them to be satisfactory and found him to be a competent operator.

  
Sheriff

\*\*\*\*\*

### PERMIT FOR FIREWORKS DISPLAY

The application of the \_\_\_\_\_, having been filed with the undersigned Board of Supervisors, pursuant to A.R.S. §36-1603, together with proper bond as provided by law and same having been approved by the Sheriff.

Permission is heretofore and hereby granted to \_\_\_\_\_ to conduct a fireworks display at (Address) \_\_\_\_\_, AND IN THE EVENT OF POSTPONEMENT OF SAID SHOW, said display be given not later than one week from date specified above. The permit granted hereunder shall not be assignable.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

GILA COUNTY BOARD OF SUPERVISORS

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



## Tri-City Fire District

Nick Renon, Fire Chief  
P.O. Box 83 Claypool, AZ 85532

Phone: (928) 425-0815 Fax: (928) 425-5392

May 23, 2019

Gila County Board of Supervisors  
1400 E. Ash St  
Globe, AZ 85501

Chairperson of the Board,

The time once again approaches for our community 4<sup>th</sup> of July event presented by Freeport-McMoRan-Miami. Tri-City Fire District has remained contracted to the mine since the early 90's. As in previous years, we are working with FMI-Miami and Fireworks Productions of Arizona to provide the safest show possible for our community.

We will continue to provide crews onsite and within the community to assist mine personnel and pyrotechnician's with the coverage they have become accustomed to, with the assistances of our community partners.

Crews will be involved with this show, from the planning stages to the grand finale.

I thank you in advance for any support given to this community project and if there is any additional information that I can provide, then please feel free to contact me at [chf13@hotmail.com](mailto:chf13@hotmail.com) (email) or 928-812-2991 (cell phone).

Sincerely,

AJ Howell, Battalion Chief  
Tri-City Fire District

## Exhibit A



# FREEPORT – MCMORAN Copper & Gold MIAMI



**Thursday, July 4, 2019**

**Total Aerial Effects 3,597**

**Total Shells 1,097 Total Basins 2,500**

### **30 - MINUTE DISPLAY**

**Opening:** 25 – 3" Titanium Salutes

32 – 4" Red, Silver & Blue Coconut Shells

### **Aerial Display:**

*A large assortment of brilliantly-colored shells, including Chrysanthemums, Rings, Various Shapes, Waves, Crowns, Peonies, Strobes, Double Rings, Brocade Crowns, Diadems, and Crossettes in gorgeous Reds, Yellows, Blues, Greens, Silvers, and Golds.*

Your Aerial Display will contain a total of **924** Aerial Shells and **2500** in Aerial Basins.

- 1½" - 20 FPA Premier Specialty **Large** Basins (80 – 200 Shots per Basin)
- 2.5" - 4 36 Shot Color or Titanium Salute Shell Box
- 2.5" - 2 25 Shot Dragon Egg Shell Box
- 2.5" - 2 25 Shot Mammoth Peony Shell Box
- 2.5" - 2 24 Shot Fanned Shape Ring Shell Box
- 3" - 2 16 Shot Fanned Assorted Color Shell Box
- 3" - 108 Chinese Fancy's & Specials
- 4" - 180 Chinese Fancy's & Specials
- 72 Designer Specials
- 5" - 72 Chinese Fancy's & Specials
- 18 Designer Pattern Specials
- 6" - 45 Chinese Fancy's & Specials
- 18 Designer Pattern Specials (1-6" Smiley)
- 8" - 15 Chinese Fancy's & Specials

**CONTINUED ON NEXT PAGE:**

*Designed by: Fireworks Productions of Arizona*

## **GRANDE FINALE:**

*Your celebration will close in spectacular excitement with multiple styles of brilliantly-colored shells.*

Your Grande Finale consists of **112** aerial shells:

Your Grande Finale: **70** - 3" shells, **32** – 4" shells, **6** - 6" shells and **4** – 8" shells.

\*Note: All FPA Head Pyros are trained by FPA licensed staff through FPA Shooter School and on-site live-fire displays. All crew are trained at on-site live-fire displays.

Head Pyro Ernie Baca has over 12 years experience as a Pyrotechnician and 6 years as the Head Pyro for the Freeport-McMoran Miami display.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Partners Group Ltd 11225 SE 6th St., Suite 110 Bellevue WA 98004	<b>CONTACT NAME:</b> Cheril Cruden <b>PHONE (A/C No. Ext):</b> 425-455-5640 <b>E-MAIL ADDRESS:</b> ccruden@tpgrp.com <b>FAX (A/C No):</b> 425-455-6727
<b>INSURED</b> FPA, LTD Fireworks Productions of Arizona 17034 S. 54th Street Chandler AZ 85226	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> T.H.E. Insurance Company <b>INSURER B:</b> Travelers Property & Casualty Co of America <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
16021	<b>NAIC #</b> 12866

**COVERAGES****CERTIFICATE NUMBER:** 684375676**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	CPP010586202	10/9/2018	10/9/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ /A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CPP010586202	10/9/2018	10/9/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ELP001232902	10/9/2018	10/9/2019	EACH OCCURRENCE \$ 900,000 GL Only AGGREGATE \$ 900,000 GL Only \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A	1K643590UB ~ Arizona	10/9/2018	10/9/2019	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Excess Liability - Occurrence		ELP001291100	10/9/2018	10/9/2019	Each Occ/Agg. 4,000,000
A	Auto Excess Liability - Occurrence		ELP001291200	10/9/2018	10/9/2019	Each Occ/Agg. 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract.  
Date of Display: July 4, 2019  
Location of Display: Miami Arizona  
Additional Insured(s): Freeport McMoran Copper & Gold Inc. and Phelps Dodge Operation and their subsidiaries, as their interests may appear are named as additional insured. Waiver of subrogation in favor of Freeport McMoran Copper and Gold Inc. and Phelps Dodge Corporation and their subsidiaries. Contractual liability coverage applies.

**CERTIFICATE HOLDER**

Freeport McMoran Copper & Gold Inc.  
Freeport-McMoran Miami Inc District 707  
PO Box 4444  
Claypool AZ 85532

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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Shooting Site

Spectators

Spectators

Freeport McMoran

© 2009 Tele Atlas  
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Streaming 100%

100°50'16.75" W elev 3417 ft

33°24'52.70" N

Jointer

**ARF-5524**

**Consent Agenda Item 4. D.**

**Regular BOS Meeting**

**Meeting Date:** 06/18/2019

**Reporting** May 28, 2019 Meeting Notes

**Period:**

**Submitted By:** Melissa Henderson, Deputy Clerk

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**Information**

**Subject**

May 28, 2019, Board of Supervisors' Meeting Minutes

**Suggested Motion**

Approval of the May 28, 2019, Board of Supervisors' meeting minutes.

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**Attachments**

05-28-19 Meeting Notes

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

Date: May 28, 2019

**TOMMIE C. MARTIN**

Member

**MARIAN E. SHEPPARD**

Clerk of the Board

**TIM R. HUMPHREY**

Chairman

By: Marian Sheppard  
Clerk of the Board

**WOODY CLINE**

Vice-Chairman

Gila County Courthouse  
Globe, Arizona

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PRESENT: Tim R. Humphrey, Chairman; Woody Cline, Vice-Chairman; Tommie C. Martin, Member (via ITV); W. James Menlove, County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Charles Shire, Deputy County Attorney Senior-Civil (via ITV); Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk.

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

Chairman Humphrey called the work session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room and he asked Steve Sanders to lead the Pledge of Allegiance.

Before the Chairman addressed the regular agenda items, he informed those present that James Menlove, County Manager, requested to present his summary of current events as stated in item number 4 (below) at this time. Mr. Menlove advised that each year Freeport-McMoRan Copper & Gold, Inc. (FMI) through its Freeport-McMoRan Foundation, sets aside funding based on the company's yearly income that is awarded to the local community for programs and projects that encourage a strong focus on local capacity-building, community development and sustainability. He was pleased to announce that Gila County was chosen this year to receive grants funds for an investment in economic development, which is the County-owned Michaelson building in Globe. Mr. Menlove asked Robin Bradford if she would like to comment. Ms. Bradford advised that she handles community development and social responsibility for FMI. She stated that FMI received 9 grant applications this year. The FMI Community Investment Committee (Committee) chose 5 different local organizations that are being awarded a total of \$300K-\$400K. Christa DalMolin-East, a Committee member, was pleased to announce that Gila County will receive \$150,000 of grant funding for the Michaelson building. She talked about the proposed use of the building which she stated, "It will be an innovative way to bring in new business...We are convinced this will bring

positive change to the community.” Lynda Oddonetto, Economic Development Director for the City of Globe, thanked FMI and the Committee. Each Supervisor also thanked FMI and the Committee for the grant award.

## **Item 2 – REGULAR AGENDA ITEMS:**

### **A. Information/Discussion about the Better Utilizing Investments to Leverage Development or BUILD Transportation Discretionary Grant program.**

Steve Sanders, Public Works Department Director, advised that the Better Utilizing Investments to Leverage Development or BUILD Transportation Discretionary Grant Program was previously known as the Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grant Program. Since 2009, the Program has provided a combined \$7.1 billion to 554 projects. In past years, the County has submitted applications to obtain TIGER and BUILD grant funding. During the TIGER time frame the County submitted constructing Tonto Bridge as a project. Last year during the BUILD Grant cycle the County submitted constructing the Tonto Bridge and paving the Young Road North (512 Road) as projects. In the past, the Tonto Bridge project has made it into the top 100 of project submittals; however, not enough funding has been available to fund all projects in the top 100.

Nine-hundred million dollars (\$900,000,000) is available for obligation in this round of funding with fifty percent available to rural projects. Rural projects do not require a local match. In the past, the County has offered approximately ten percent of each project as a match. The estimated cost of the Tonto Bridge is approximately \$17,000,000. The estimated cost to pave the Young Road is approximately \$14,000,000.

Mr. Sanders stated that grant applications are currently being accepted until July 15, 2019, at 8:00 PM EDT. He commented that David Leistiko, P.E. with Kimley-Horn and Associates of Phoenix, Arizona, was present to answer questions. Kimley-Horn has contracted with the County for years to assist with the design and construction of the proposed Tonto Bridge project and other projects. Patty Power of Bose Public Affairs Group also participated in the discussion by phone. Ms. Power is contracted with Gila County as a lobbyist in Washington, D.C.

The purpose of the work session was to discuss and explore ideas to ensure that the information contained in this year’s BUILD grant application(s) will hopefully result in the County being awarded a grant for the Tonto Creek Bridge project and or the Young Road project. In summary, the following suggestions were made: Obtain additional data that will be included in the grant application for the Tonto Bridge project, i.e., number of days the creek was closed in the past year; number of individuals impacted when Tonto Creek

floods; include how they were impacted such as the number of miles a person must drive daily when the creek cannot be crossed, number of school or work days missed, and other effects; include the “human element in telling our story” which could be done by interviewing people affected by the flooding – a video tape or written interviews could be submitted with the application; obtain letters of support from the private industry; coordinate with Ms. Power on the best time to meet individually with Arizona legislators in Washington, D.C.; or send letters to the Arizona legislators in Washington, D.C. requesting their support of these projects.

Additional highlights of the discussion are as follows: Supervisor Martin suggested “taking another hard look at innovative or new directions that are being taken, at least in the Department of the Interior.” Vice-Chairman Cline is convinced that building a bridge across Tonto Creek is the best option; however, he also suggested exploring the idea of improving A-Cross road as “there have been discussions of building that side of the lake (Roosevelt Lake).” Mr. Sanders advised that the County has had discussions with the United States Forest Service (USFS) on improving the A-Cross road. He added that there was significantly more media coverage of the flooding this year. Mr. Leistiko commented that Kimley-Horn has a website and that type of media coverage and other news stories are loaded onto it, and the Department of Transportation obtains that information from their website. It was suggested that 2-3 questions should be asked of those being interviewed and Mr. Sanders offered to provide those questions. Mr. Leistiko emphasized the importance of also doing videos of the interviews. He added that periodically 2-3 realtors have contacted him about developing land in the Tonto Creek area; however, that is not a consideration without the bridge being built. Mr. Leistiko stated that for years the USFS has submitted letters of support for the Tonto Creek bridge. The Supervisors questioned whether the County could possibly be better positioned to receive a grant award if only one of the projects was submitted for consideration. Ms. Power replied that the BUILD grant program does not require prioritizing projects. She added that if the County submitted both projects, it would be competing against itself; however, the impact of doing that is not significant. She recommended submitting for both projects. Regarding the Young Road project, Ms. Power suggested including a summary of the plans for the County to own the USFS administrative site in Pleasant Valley, Arizona, for veterans and their families.

At the end of the discussion, Chairman Humphrey advised that he was recessing the meeting at 11:06 a.m. for a short break. He reconvened the meeting at 11:17 a.m. and announced that agenda item number 2B would be addressed.

**B. Information/Discussion regarding potential capital funding options and funding process information for Gila County's FY 2019-20 capital investment projects.**

Mary Springer, Finance Director, stated that in April the County Manager met with the Board to discuss capital projects. Based on the outcome of that discussion, County management contacted Mark Reader, Managing Director of Stifel, Nicolaus & Company, to identify potential funding sources to allow the County's capital plan to proceed. Ms. Springer introduced Mr. Reader.

Mr. Reader expressed his appreciation to be retained by the County. He has been working with Mr. Menlove and Ms. Springer during the last 6 weeks. He stated that approximately 9 months ago, he initially met with Mr. Menlove and Ms. Springer to discuss potential County capital improvement projects and was advised at that time to be patient as the projects had to be presented to the Board and receive its approval to move forward. Mr. Reader stated that his company has put together "a well thought out analysis" and he proceeded to provide PowerPoint presentation. Highlights of the presentation are as follows: Public Policy Objectives: Deposit \$9.8 million into the County's construction/acquisition fund; refund 2009 bonds at significant savings to the County with the same amortization; secure strong credit rating for the County and consider "AA" rated bond insurance; structure debt service such that total aggregate debt service is approximately \$1.1 million, included the 2015 transaction; and new money component amortization not to exceed 20 years. It is anticipated that it will take approximately 90 days to secure \$10 million of funding for the County's capital improvement projects. Mr. Reader briefly reviewed the projects planned for northern Gila County in the amount of \$5.2 million and \$4.6 million for southern Gila County. He was pleased to announce that interest rates have significantly dropped and reached their lowest point in 2 years. Mr. Reader stated, "You probably couldn't have timed this any better." He stated that all debt will not exceed \$1.1 million as it relates to the new money piece structure, so it doesn't exceed the 20-year amortization. Mr. Reader reviewed the County's outstanding debt of \$6.8 million which is down to \$4.4 million and in approximately 60 days it will be approximately \$4.1 million. The initial debt for the Copper Administration building was \$2 million and it is down to \$1.5 million; however, after the next payment is made it will be about \$1.2 million. He advised that debt will remain as structured because the interest rates are low. Mr. Reader reviewed the estimated savings on the bonds that are being refunded which equates to a net PV (Present Value) savings of \$641,193 or 13.32%. The net pledged County General Excise Tax revenues and state shared revenues total \$5,417,206 for fiscal year 2018-19. Mr. Reader stated that is the amount investors get as a security on the bonds. He proceeded to review the timeline for the issuance of the bonds. The next step is for the Board of Supervisors to conduct a public hearing per Arizona Revised Statute §11-391, which is tentatively scheduled to take place on July 9<sup>th</sup>. The Board thanked Mr. Reader for the presentation.

Mr. Menlove added that the County's annual debt service is approximately \$700,000 to pay on the loans and with this financing, it will increase to about \$1.1 million. He stated that he and Ms. Springer are comfortable in including this amount into the County's annual budget. Instead of paying off the debt in 10 years, it is anticipated to be paid off in 20 years. Vice-Chairman Cline stated that he continues to be adamant that the debt not exceed a total of \$10 million which includes any fees. He also commented that the County owns land in Payson that could be sold. He stated, "If we end up selling land in Payson, that will help us pay this debt, correct?" Mr. Menlove replied that decision would be made by the Board.

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

Chairman Humphrey advised that Elvin Fant and Charles Vargas requested to address the Board. Mr. Fant and Mr. Vargas briefly talked about their association with the Cobre Valley Indoor Farms. Mr. Fant is the President of Cobre Valley Indoor Farms and Mr. Vargas is the Director of the Chamber of commerce for the Apache Nation. In summary, Mr. Fant and Mr. Vargas would like to partner with the County and others with regard to economic development. They requested to provide a presentation to the Board at a later date. Chairman Humphrey advised Mr. Fant and Mr. Vargas to get in touch with Mr. Menlove and Marian Sheppard, Clerk of the Board, after the meeting to arrange a date to present to the Board.

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

Supervisor Martin and Chairman Humphrey did not have any current events to report. Vice-Chairman Cline and Mr. Menlove presented a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Humphrey adjourned the meeting at 12:04 p.m.

APPROVED:

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Tim R. Humphrey, Chairman

ATTEST:

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Marian Sheppard, Clerk of the Board

**ARF-5520**

**Consent Agenda Item 4. E.**

**Regular BOS Meeting**

**Meeting Date:** 06/18/2019

**Reporting Period:** May 1, 2019 - May 31, 2019

**Submitted For:** Amber Warden, Accounting Manager

**Submitted By:** Amber Warden, Accounting Manager

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**Information**

**Subject**

Finance reports/demands/transfers for the reporting month of May 2019,

**Suggested Motion**

Approval of finance reports/demands/transfers for the reporting month of May 2019.

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**Attachments**

FR-05-01-19 to 05-31-19

FR-05-01-19 to 05-31-19 Voids

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# Payment Register

From Payment Date: 5/1/2019 - To Payment Date: 5/31/2019

Number	Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable				
<u>Check</u>				
296560	05/03/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$5,042.61
296561	05/03/2019	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	\$348.86
296562	05/03/2019	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST PRE TAX	\$221,329.56
296563	05/03/2019	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$162,155.66
296564	05/03/2019	Accounts Payable	AZCOPS	\$13.50
296565	05/03/2019	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$6,090.61
296566	05/03/2019	Accounts Payable	CORP - AOC	\$17,876.86
296567	05/03/2019	Accounts Payable	CORP - DISPATCHER	\$2,501.91
296568	05/03/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN	\$17,166.95
296569	05/03/2019	Accounts Payable	DEBT MANAGEMENT SERVICES	\$103.26
296570	05/03/2019	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT	\$18.72
296571	05/03/2019	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	\$18,282.79
296572	05/03/2019	Accounts Payable	EORP LEGACY	\$7,950.26
296573	05/03/2019	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
296574	05/03/2019	Accounts Payable	GILSBAR FSA	\$746.43
296575	05/03/2019	Accounts Payable	GILSBAR HSA	\$2,079.49
296576	05/03/2019	Accounts Payable	HAMMERMAN & HULTGREN P.C.	\$171.38
296577	05/03/2019	Accounts Payable	JP MORGAN CHASE DOR	\$26,772.75
296578	05/03/2019	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$68,593.78
296579	05/03/2019	Accounts Payable	JP MORGAN CHASE FICA EE	\$57,645.94
296580	05/03/2019	Accounts Payable	JP MORGAN CHASE FICA ER	\$57,645.94
296581	05/03/2019	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$13,557.87
296582	05/03/2019	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$13,557.87
296583	05/03/2019	Accounts Payable	METLIFE	\$340.00
296584	05/03/2019	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
296585	05/03/2019	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$4,509.50
296586	05/03/2019	Accounts Payable	NATIONWIDE RETIREMENT SOLUTIONS	\$1,600.00
296587	05/03/2019	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$2,533.22
296588	05/03/2019	Accounts Payable	NORTHERN ARIZONA LAW ENFORCEMENT ASSOC	\$420.00
296589	05/03/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$60,919.63

# Payment Register

From Payment Date: 5/1/2019 - To Payment Date: 5/31/2019

296590	05/03/2019	Accounts Payable	SECURITY BENEFIT GROUP	\$1,180.00
296591	05/03/2019	Accounts Payable	SUPPORT PAYMENT	\$2,251.22
296592	05/03/2019	Accounts Payable	CLEARINGHOUSE	
296592	05/03/2019	Accounts Payable	THUNDERBIRD COLLECTION SPEC	\$143.12
296593	05/03/2019	Accounts Payable	UNITED STATES TREASURY	\$50.00
296594	05/03/2019	Accounts Payable	WADDELL & REED	\$789.50
296595	05/02/2019	Accounts Payable	Arizona Department of Revenue	\$353.28
296596	05/02/2019	Accounts Payable	Bose Public Affairs Group	\$12,588.77
296597	05/02/2019	Accounts Payable	Byrum, Susan, K	\$425.00
296598	05/02/2019	Accounts Payable	CenturyLink	\$1,332.68
296599	05/02/2019	Accounts Payable	Cobre Valley Regional Medical Center	\$1,206.45
296600	05/02/2019	Accounts Payable	COUNTY OF CHAVES	\$2,160.00
296601	05/02/2019	Accounts Payable	Credit Card Revolving Fund	\$12,563.78
296602	05/02/2019	Accounts Payable	DOWLER, DUANE	\$100.00
296603	05/02/2019	Accounts Payable	Fischione, Mark, A	\$30,575.00
296604	05/02/2019	Accounts Payable	FRANQUERO, DAVID, A	\$74.76
296605	05/02/2019	Accounts Payable	Freightliner of Arizona, LLC	\$45.20
296606	05/02/2019	Accounts Payable	Garrett, Jake	\$79.66
296607	05/02/2019	Accounts Payable	GRIFFIN, BROOKE	\$200.00
296608	05/02/2019	Accounts Payable	Guild Health Consulting LLC	\$21,500.00
296609	05/02/2019	Accounts Payable	Leverance, Emily	\$153.08
296610	05/02/2019	Accounts Payable	Lovin, Hortencia	\$254.56
296611	05/02/2019	Accounts Payable	MARSCHIK, VON	\$96.55
296612	05/02/2019	Accounts Payable	MOUL, JESSICA	\$68.44
296613	05/02/2019	Accounts Payable	ARIZONA LOCAL GOVERNMENT	\$458,741.98
296614	05/02/2019	Accounts Payable	EMPLOYEE BENEFIT TRUST	
296614	05/02/2019	Accounts Payable	MILLER III, PALMER, ROLLIN	\$2,167.00
296615	05/06/2019	Accounts Payable	A2 Beeline Auto Glass	\$1,871.28
296616	05/06/2019	Accounts Payable	Action Automotive & Towing LLC	\$526.00
296617	05/06/2019	Accounts Payable	Affilion of Cobre Valley PLLC	\$390.05
296618	05/06/2019	Accounts Payable	Arizona Department of Public Safety	\$67.00
296619	05/06/2019	Accounts Payable	Arizona Department of Public Safety	\$67.00
296620	05/06/2019	Accounts Payable	Arizona Department of Public Safety	\$67.00
296621	05/06/2019	Accounts Payable	Arizona Department of Public Safety	\$67.00
296622	05/06/2019	Accounts Payable	ARIZONA PLANNING AND	\$3,000.00
			RADICAL SOLUTIONS	

# Payment Register

From Payment Date: 5/1/2019 - To Payment Date: 5/31/2019

296623	05/06/2019	Accounts Payable	ARIZONA PUBLIC SERVICE	\$31,973.50
296624	05/06/2019	Accounts Payable	ARIZONA STATE PRISON GLOBE	\$701.00
296625	05/06/2019	Accounts Payable	ARIZONA WATER COMPANY	\$1,623.84
296626	05/06/2019	Accounts Payable	AT&T	\$48.31
296627	05/06/2019	Accounts Payable	ATWELL LLC	\$4,470.12
296628	05/06/2019	Accounts Payable	AXIS FORENSIC TOXICOLOGY INC	\$1,178.00
296629	05/06/2019	Accounts Payable	BARAJAS, MARION	\$100.00
296630	05/06/2019	Accounts Payable	BEARUP, JONATHAN, SCOTT	\$2,295.00
296631	05/06/2019	Accounts Payable	CenturyLink	\$293.25
296632	05/06/2019	Accounts Payable	Cobre Valley Publishing	\$457.80
296633	05/06/2019	Accounts Payable	Community Bridges, Inc.	\$2,700.00
296634	05/06/2019	Accounts Payable	Credit Card Revolving Fund	\$411.33
296635	05/06/2019	Accounts Payable	DalMolin Chiropractic Care	\$85.00
296636	05/06/2019	Accounts Payable	DIESEL DIRECT WEST INC	\$8,538.60
296637	05/06/2019	Accounts Payable	DIESEL DIRECT WEST INC	\$8,295.05
296638	05/06/2019	Accounts Payable	DJ's Companies, Inc.	\$213.20
296639	05/06/2019	Accounts Payable	Earth Mover Tire Sales, Inc.	\$729.77
296640	05/06/2019	Accounts Payable	Fiesta Business Products	\$144.64
296641	05/06/2019	Accounts Payable	Freeman, Michael, L.	\$6,454.00
296642	05/06/2019	Accounts Payable	Gale	\$229.46
296643	05/06/2019	Accounts Payable	Geiser, Raymond	\$14,905.77
296644	05/06/2019	Accounts Payable	Gisela Valley Community Center	\$25.00
296645	05/06/2019	Accounts Payable	Globalstar USA LLC	\$342.34
296646	05/06/2019	Accounts Payable	GreatAmerica Leasing Corporation	\$263.19
296647	05/06/2019	Accounts Payable	Greenlight Traffic Engineering, LLC	\$6,100.00
296648	05/06/2019	Accounts Payable	HonorHealth	\$760.00
296649	05/06/2019	Accounts Payable	Integrity Attorney Services, Inc.	\$134.09
296650	05/06/2019	Accounts Payable	JR HOLMES BACKFLOW PREVENTION	\$150.00
296651	05/06/2019	Accounts Payable	KS StateBank	\$171.79
296652	05/06/2019	Accounts Payable	Law Office of Jonathan L. Warshaw P.C.	\$6,979.75
296653	05/06/2019	Accounts Payable	Law Offices of Daniel Thulin, LLC	\$4,000.00
296654	05/06/2019	Accounts Payable	Law Offices of David W. Bell	\$3,122.00
296655	05/06/2019	Accounts Payable	LEXINGTON ENTERPRISES	\$200.00

# Payment Register

From Payment Date: 5/1/2019 - To Payment Date: 5/31/2019

296656	05/06/2019	Accounts Payable	Maxim Staffing Solutions	\$7,645.42
296657	05/06/2019	Accounts Payable	MTE Communications	\$305.78
296658	05/06/2019	Accounts Payable	Multitech	\$45.00
296659	05/06/2019	Accounts Payable	Old Main Storage	\$413.13
296660	05/06/2019	Accounts Payable	PALO VERDE BEHAVIORIAL HEALTH	\$7,000.00
296661	05/06/2019	Accounts Payable	PAYSON PUBLIC LIBRARY	\$115,200.00
296662	05/06/2019	Accounts Payable	Payson Rodeo Committee, Inc.	\$1,550.00
296663	05/06/2019	Accounts Payable	Payson Rodeo Committee, Inc.	\$2,150.00
296664	05/06/2019	Accounts Payable	PEARSON, BUFFIE	\$1,031.59
296665	05/06/2019	Accounts Payable	PHOENIX INTERNET & WYDEBEAM	\$49.99
296666	05/06/2019	Accounts Payable	PINNACLE PREVENTION	\$15,000.00
296667	05/06/2019	Accounts Payable	Pitney Bowes Purchase Power	\$551.76
296668	05/06/2019	Accounts Payable	Pleasant Valley Community Medical Center	\$150.00
296669	05/06/2019	Accounts Payable	PLUIMER, RANDALL	\$326.64
296671	05/06/2019	Accounts Payable	Redburn Tire Company	\$2,271.00
296672	05/06/2019	Accounts Payable	RICOH USA INC	\$62.71
296673	05/06/2019	Accounts Payable	RIPPLE, DENICE	\$3,234.20
296674	05/06/2019	Accounts Payable	RIVES, LARRY, LEROY	\$1,089.13
296675	05/06/2019	Accounts Payable	San Carlos Library	\$16,800.00
296676	05/06/2019	Accounts Payable	SCALES, GARY, V	\$360.45
296677	05/06/2019	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	\$357.60
296678	05/06/2019	Accounts Payable	SOUTHWEST GAS	\$1,873.80
296679	05/06/2019	Accounts Payable	SOUTHWEST PRODUCTS CORPORATION	\$318.77
296680	05/06/2019	Accounts Payable	STANDIFIRD, BARRY	\$9,582.05
296681	05/06/2019	Accounts Payable	State of Arizona	\$3,705.00
296682	05/06/2019	Accounts Payable	SUDDENLINK	\$92.45
296683	05/06/2019	Accounts Payable	The Product Center	\$499.28
296684	05/06/2019	Accounts Payable	THERMO FLUIDS INC	\$139.96
296685	05/06/2019	Accounts Payable	THOMASON, CODY	\$255.03
296686	05/06/2019	Accounts Payable	Tim's Tire , LLC	\$75.00
296687	05/06/2019	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00
296688	05/06/2019	Accounts Payable	Tonto Basin Public Library	\$35,750.00
296689	05/06/2019	Accounts Payable	TOUGH RUGGED LAPTOPS	\$2,985.40

# Payment Register

From Payment Date: 5/1/2019 - To Payment Date: 5/31/2019

296690	05/06/2019	Accounts Payable	TOWN OF PAYSON	\$250.00
296691	05/06/2019	Accounts Payable	Tri-City Fire District	\$3,950.37
296692	05/06/2019	Accounts Payable	Tyler Technologies, Inc.	\$610.00
296693	05/06/2019	Accounts Payable	UNIFIRST CORPORATION	\$387.64
296694	05/06/2019	Accounts Payable	US CORRECTIONS LLC	\$3,496.85
296695	05/06/2019	Accounts Payable	US Imaging Inc.	\$199.52
296696	05/06/2019	Accounts Payable	VOAKES, DONALD, R	\$291.67
296697	05/06/2019	Accounts Payable	WARDEN, MARK, A	\$91.99
296698	05/06/2019	Accounts Payable	WASTE MANAGEMENT OF ARIZONA	\$260.70
296699	05/06/2019	Accounts Payable	Waugh PSY.D PLLC , Gregory	\$2,415.00
296700	05/06/2019	Accounts Payable	WEST PAYMENT CENTER	\$349.11
296701	05/06/2019	Accounts Payable	Yavapai County Government	\$23,250.00
296702	05/06/2019	Accounts Payable	Young Public Library	\$28,800.00
296703	05/06/2019	Accounts Payable	SAIZ, STEVE	\$55.00
296704	05/08/2019	Accounts Payable	CenturyLink	\$679.77
296705	05/08/2019	Accounts Payable	Cline , Woody	\$97.95
296706	05/08/2019	Accounts Payable	COMMERCIAL CARD SOLUTIONS	\$195,704.62
296707	05/08/2019	Accounts Payable	County Managers Association of Arizona	\$150.00
296708	05/08/2019	Accounts Payable	Credit Card Revolving Fund	\$6,161.21
296709	05/08/2019	Accounts Payable	Crooked Sky Works	\$240.00
296710	05/08/2019	Accounts Payable	Dremler, Patti	\$276.91
296711	05/08/2019	Accounts Payable	Griffin's Propane	\$1,469.07
296712	05/08/2019	Accounts Payable	HENAGER LAW FIRM PLLC	\$7,494.20
296713	05/08/2019	Accounts Payable	HICKLIN, JENNIFER	\$112.59
296714	05/08/2019	Accounts Payable	Humphrey , Tim	\$235.62
296715	05/08/2019	Accounts Payable	Johnson Appraisal Group, PPLC	\$526.96
296716	05/08/2019	Accounts Payable	Kline, Alan	\$72.09
296717	05/08/2019	Accounts Payable	LexisNexis Risk Solutions	\$54.45
296718	05/09/2019	Accounts Payable	MCDANIEL, JOEL, A	\$99.99
296719	05/10/2019	Accounts Payable	Byrum, Susan, K	\$1,054.30
296720	05/10/2019	Accounts Payable	Campagna, Mariah	\$35.60
296721	05/10/2019	Accounts Payable	CenturyLink	\$876.24
296722	05/10/2019	Accounts Payable	City of Globe	\$8,886.65

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296723	05/10/2019	Accounts Payable	City of Globe	\$56,800.00
296724	05/10/2019	Accounts Payable	Credit Card Revolving Fund	\$34,252.33
296725	05/10/2019	Accounts Payable	GRIFFIN, BROOKE	\$200.00
296726	05/10/2019	Accounts Payable	GUARDIAN RFID	\$11,131.24
296727	05/10/2019	Accounts Payable	HAMM, ANDREA, M	\$50.08
296728	05/10/2019	Accounts Payable	HILL, JULIE, M	\$29.31
296729	05/10/2019	Accounts Payable	J&S Towing & Associates, LLC	\$204.00
296730	05/10/2019	Accounts Payable	LexisNexis Risk Solutions	\$54.45
296731	05/10/2019	Accounts Payable	MARSCHIK, VON	\$64.97
296732	05/10/2019	Accounts Payable	O'Driscoll, Michael, J	\$405.40
296733	05/13/2019	Accounts Payable	A2 Beeline Auto Glass	\$25.00
296734	05/13/2019	Accounts Payable	Affilion of Cobre Valley PLLC	\$271.23
296735	05/13/2019	Accounts Payable	AHCCCS	\$956.05
296736	05/13/2019	Accounts Payable	AMERICANA POLYGRAPH AND P I	\$150.00
296737	05/13/2019	Accounts Payable	ARCHAEOLOGICAL CONSULTING	\$399.27
296738	05/13/2019	Accounts Payable	Arizona Department of Administration	\$1,133.61
296739	05/13/2019	Accounts Payable	ARIZONA LOCAL GOVERNMENT	\$12,192.05
296740	05/13/2019	Accounts Payable	ARIZONA PUBLIC SERVICE	\$775.72
296741	05/13/2019	Accounts Payable	AXIS FORENSIC TOXICOLOGY INC	\$440.00
296742	05/13/2019	Accounts Payable	Blueline Services LLC	\$156.00
296743	05/13/2019	Accounts Payable	Cable One	\$468.44
296744	05/13/2019	Accounts Payable	CDW Government	\$9,341.19
296745	05/13/2019	Accounts Payable	CenturyLink	\$137.68
296746	05/13/2019	Accounts Payable	Cobre Valley Regional Medical Center	\$3,020.14
296747	05/13/2019	Accounts Payable	Corona Signs LLC	\$314.67
296748	05/13/2019	Accounts Payable	Credit Card Revolving Fund	\$5,436.11
296749	05/13/2019	Accounts Payable	Crown Castle USA, Inc.	\$513.10
296750	05/13/2019	Accounts Payable	Dease, Iona	\$1,170.00
296751	05/13/2019	Accounts Payable	Digital Imaging Systems, LLC	\$94.29
296752	05/13/2019	Accounts Payable	Dollywood Foundation	\$3,901.40
296753	05/13/2019	Accounts Payable	Earth Mover Tire Sales, Inc.	\$2,266.92
296754	05/13/2019	Accounts Payable	Empire Machinery	\$30,450.26
296755	05/13/2019	Accounts Payable	Experian	\$32.22

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296756	05/13/2019	Accounts Payable	Fabok, Glinda, S	\$694.40
296757	05/13/2019	Accounts Payable	FedEx	\$132.99
296758	05/13/2019	Accounts Payable	France , John, R	\$520.00
296759	05/13/2019	Accounts Payable	Freelance Litigation Solutions	\$2,645.30
296760	05/13/2019	Accounts Payable	Gila House Inc	\$315.00
296761	05/13/2019	Accounts Payable	Globe-Miami Regional Chamber of Commerce	\$10,000.00
296762	05/13/2019	Accounts Payable	GreatAmerica Leasing Corporation	\$517.11
296763	05/13/2019	Accounts Payable	Healthcare Medical Waste Services	\$158.63
296764	05/13/2019	Accounts Payable	Hillyard INC	\$2,384.45
296765	05/13/2019	Accounts Payable	Hope Family Care Center LLC	\$135.00
296766	05/13/2019	Accounts Payable	Integrity Attorney Services, Inc.	\$764.59
296767	05/13/2019	Accounts Payable	Interstate Copy Shop	\$87.61
296768	05/13/2019	Accounts Payable	J&S Towing & Associates, LLC	\$195.00
296769	05/13/2019	Accounts Payable	JaLin Enterprises Inc.	\$1,386.40
296770	05/13/2019	Accounts Payable	Kenz & Leslie of Arizona, Inc.	\$76.16
296771	05/13/2019	Accounts Payable	Konica Minolta Business Solutions	\$93.43
296772	05/13/2019	Accounts Payable	KS StateBank	\$93.26
296773	05/13/2019	Accounts Payable	Laboratory Corporation of America	\$94.50
296774	05/13/2019	Accounts Payable	Maxim Staffing Solutions	\$6,160.75
296775	05/13/2019	Accounts Payable	McKesson Medical Surgical	\$1,480.21
296776	05/13/2019	Accounts Payable	McSpadden Ford Inc.	\$27,750.68
296777	05/13/2019	Accounts Payable	Melford, Bianca, P	\$97.01
296778	05/13/2019	Accounts Payable	Multitech	\$45.00
296779	05/13/2019	Accounts Payable	PAYSON WATER DEPT	\$2,495.46
296780	05/13/2019	Accounts Payable	Pinal County	\$16,275.00
296781	05/13/2019	Accounts Payable	Postnet	\$16.44
296782	05/13/2019	Accounts Payable	PSOMAS	\$118.20
296783	05/13/2019	Accounts Payable	R&M Repeater	\$1,248.22
296784	05/13/2019	Accounts Payable	RAZOR THIN MEDIA LLC	\$11,018.88
296785	05/13/2019	Accounts Payable	RIM COMMUNICATIONS	\$1,283.00
296786	05/13/2019	Accounts Payable	Rim Country Regional Chamber of Commerce	\$10,000.00
296787	05/13/2019	Accounts Payable	RIPPLE, DENICE	\$600.70
296788	05/13/2019	Accounts Payable	RIVES, LARRY, LEROY	\$1,161.30

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296789	05/13/2019	Accounts Payable	SALT RIVER PROJECT	\$344.07
296790	05/13/2019	Accounts Payable	San Carlos Apache Tribe	\$482.65
296792	05/13/2019	Accounts Payable	SIRLIN, GINGER	\$1,994.52
296793	05/13/2019	Accounts Payable	SPOK INC	\$198.80
296794	05/13/2019	Accounts Payable	State of Arizona	\$368.14
296795	05/13/2019	Accounts Payable	State of Arizona	\$387.30
296796	05/13/2019	Accounts Payable	Suddenlink	\$4,404.83
296797	05/13/2019	Accounts Payable	THERMO FLUIDS INC	\$80.00
296798	05/13/2019	Accounts Payable	THOMASON, CODY	\$230.00
296799	05/13/2019	Accounts Payable	Tim's Tire , LLC	\$345.00
296800	05/13/2019	Accounts Payable	TIOGA ENERGY, INC	\$5,007.78
296801	05/13/2019	Accounts Payable	TOBIN, JACQUELINE	\$80.00
296802	05/13/2019	Accounts Payable	Tonto Basin Chamber of Commerce	\$5,000.00
296803	05/13/2019	Accounts Payable	TONTO BASIN SANITATION WASTE	\$110.00
296804	05/13/2019	Accounts Payable	TOWELL, LYDIA	\$33.56
296805	05/13/2019	Accounts Payable	Town of Hayden	\$23,300.00
296806	05/13/2019	Accounts Payable	Town of Miami	\$27,200.00
296807	05/13/2019	Accounts Payable	Triplet Mountain Communications, Inc.	\$8,410.53
296808	05/13/2019	Accounts Payable	Tyler Technologies, Inc.	\$46,833.45
296809	05/13/2019	Accounts Payable	US POSTAL SERVICE POSTAGE BY	\$5,000.00
296810	05/13/2019	Accounts Payable	WARREN, SCOTT	\$82.06
296811	05/13/2019	Accounts Payable	WEST DIRECT OIL LLC	\$4,817.70
296812	05/13/2019	Accounts Payable	WRIGHT, TIMOTHY	\$648.81
296813	05/13/2019	Accounts Payable	Law Office of Jennings, Haug,	\$119.00
296814	05/13/2019	Accounts Payable	Martinez, Patro	\$8.00
296816	05/17/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$5,075.48
296817	05/17/2019	Accounts Payable	ARIZONA DEPARTMENT OF	\$230.52
296818	05/17/2019	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE	\$221,424.77
296819	05/17/2019	Accounts Payable	ARIZONA STATE RETIREMENT	\$162,500.85
296820	05/17/2019	Accounts Payable	AZCOPS	\$13.50
296821	05/17/2019	Accounts Payable	COLONIAL SUPPLEMENTAL	\$6,090.61
296822	05/17/2019	Accounts Payable	CORP - AOC	\$17,804.00
296823	05/17/2019	Accounts Payable	CORP - DISPATCHER	\$2,501.93

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296824	05/17/2019	Accounts Payable	CORRECTIONS OFFICER	\$16,880.83
296825	05/17/2019	Accounts Payable	DEBT MANAGEMENT SERVICES	\$103.26
296826	05/17/2019	Accounts Payable	ELECTED OFFICIALS DEFINED	\$18.72
296827	05/17/2019	Accounts Payable	ELECTED OFFICIALS RETIREMENT	\$18,282.79
296828	05/17/2019	Accounts Payable	EORP LEGACY	\$7,916.35
296829	05/17/2019	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
296830	05/17/2019	Accounts Payable	GILSBAR FSA	\$746.43
296831	05/17/2019	Accounts Payable	GILSBAR HSA	\$2,079.49
296832	05/17/2019	Accounts Payable	HAMMERMAN & HULTGREN P.C.	\$171.38
296833	05/17/2019	Accounts Payable	JP MORGAN CHASE DOR	\$27,301.84
296834	05/17/2019	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$70,455.37
296835	05/17/2019	Accounts Payable	JP MORGAN CHASE FICA EE	\$58,480.59
296836	05/17/2019	Accounts Payable	JP MORGAN CHASE FICA ER	\$58,480.59
296837	05/17/2019	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$13,753.23
296838	05/17/2019	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$13,753.23
296839	05/17/2019	Accounts Payable	METLIFE	\$340.00
296840	05/17/2019	Accounts Payable	MODERN WOODMEN OF AMERICA	\$7.17
296841	05/17/2019	Accounts Payable	NATIONWIDE RETIREMENT	\$4,509.50
296842	05/17/2019	Accounts Payable	NATIONWIDE RETIREMENT	\$1,600.00
296843	05/17/2019	Accounts Payable	NATIONWIDE TRUST Co FBO NRS	\$2,581.92
296844	05/17/2019	Accounts Payable	NORTHERN ARIZONA LAW	\$472.50
296845	05/17/2019	Accounts Payable	PUBLIC SAFETY PERSONNEL	\$62,773.26
296846	05/17/2019	Accounts Payable	SECURITY BENEFIT GROUP	\$1,180.00
296847	05/17/2019	Accounts Payable	SUPPORT PAYMENT	\$2,251.22
296848	05/17/2019	Accounts Payable	THUNDERBIRD COLLECTION SPEC	\$143.12
296849	05/17/2019	Accounts Payable	UNITED STATES TREASURY	\$50.00
296850	05/17/2019	Accounts Payable	WADDELL & REED	\$789.50
296851	05/16/2019	Accounts Payable	ARIZONA PLANNING AND	\$1,500.00
296852	05/16/2019	Accounts Payable	Beck, Joshua	\$367.57
296853	05/16/2019	Accounts Payable	CenturyLink	\$819.43
296854	05/16/2019	Accounts Payable	Credit Card Revolving Fund	\$54,989.49
296855	05/16/2019	Accounts Payable	Grice, Sherry, L	\$28.93
296856	05/16/2019	Accounts Payable	Heinfeld, Meech & Co., P.C.	\$160.00

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296857	05/16/2019	Accounts Payable	McKesson Medical Surgical	\$298.58
296858	05/16/2019	Accounts Payable	MHQ of Arizona	\$10,554.81
296859	05/16/2019	Accounts Payable	Mountain Retreat Builders, LLC	\$30,000.00
296860	05/16/2019	Accounts Payable	Northern Gila County Sanitary District	\$66.98
296861	05/17/2019	Accounts Payable	Cable One	\$121.91
296862	05/17/2019	Accounts Payable	CBI Security Service	\$16,095.20
296863	05/17/2019	Accounts Payable	Credit Card Revolving Fund	\$6,120.80
296864	05/17/2019	Accounts Payable	DIESEL DIRECT WEST INC	\$28,791.58
296865	05/17/2019	Accounts Payable	Empire Machinery	\$1,442.20
296866	05/17/2019	Accounts Payable	Gila County Government	\$300.88
296867	05/17/2019	Accounts Payable	Gila Sweeping LLC	\$325.00
296868	05/17/2019	Accounts Payable	Grossman & Grossman, Ltd.	\$880.00
296869	05/17/2019	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$854.76
296870	05/20/2019	Accounts Payable	ACCESS A/C AND HEATING	\$1,665.00
296871	05/20/2019	Accounts Payable	ADVANCE FORENSIC ASSESSMENTS	\$2,550.00
296872	05/20/2019	Accounts Payable	ARIZONA PUBLIC SERVICE	\$3,614.88
296873	05/20/2019	Accounts Payable	ARIZONA STATE PRISON GLOBE	\$915.00
296874	05/20/2019	Accounts Payable	Arizona Supreme Court	\$2,160.00
296875	05/20/2019	Accounts Payable	ARIZONA WATER COMPANY	\$66.26
296876	05/20/2019	Accounts Payable	ARVAYO DIVERSIFIED SERVICES LLC	\$23.00
296877	05/20/2019	Accounts Payable	Atomic Pest Control LLC	\$80.50
296878	05/20/2019	Accounts Payable	AXIS FORENSIC TOXICOLOGY INC	\$220.00
296879	05/20/2019	Accounts Payable	Bryan, Michael	\$900.00
296880	05/20/2019	Accounts Payable	Burk, Steven, E	\$5,816.05
296881	05/20/2019	Accounts Payable	Cemex Construction Materials South,	\$2,316.39
296882	05/20/2019	Accounts Payable	CenturyLink	\$129.64
296883	05/20/2019	Accounts Payable	City of Globe	\$164.93
296884	05/20/2019	Accounts Payable	City of Globe	\$207.00
296885	05/20/2019	Accounts Payable	Cobre Valley Publishing	\$77.58
296886	05/20/2019	Accounts Payable	Cobre Village Apartments	\$442.00
296887	05/20/2019	Accounts Payable	Community Bridges, Inc.	\$1,573.83
296888	05/20/2019	Accounts Payable	CorEMR L.C.	\$250.00
296889	05/20/2019	Accounts Payable	Credit Card Revolving Fund	\$10,235.98

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296890	05/20/2019	Accounts Payable	CURIEL, ALBERTO	\$8.00
296891	05/20/2019	Accounts Payable	Data Storage Centers, Inc.	\$391.75
296892	05/20/2019	Accounts Payable	Fiesta Business Products	\$42.74
296893	05/20/2019	Accounts Payable	Gila County Government	\$3,775.58
296894	05/20/2019	Accounts Payable	Gila County Government	\$71,625.24
296895	05/20/2019	Accounts Payable	GlaxoSmithKline	\$6,926.49
296896	05/20/2019	Accounts Payable	Globe-Miami Regional Chamber of Commerce	\$225.00
296897	05/20/2019	Accounts Payable	Humphrey, Tim	\$134.64
296898	05/20/2019	Accounts Payable	IC Group	\$2,185.29
296899	05/20/2019	Accounts Payable	Iron Mountain	\$1,069.32
296900	05/20/2019	Accounts Payable	Isabelle Hunt Memorial Public Library	\$54,950.00
296901	05/20/2019	Accounts Payable	JaLin Enterprises Inc.	\$693.20
296902	05/20/2019	Accounts Payable	Jani-Serv, Inc	\$4,344.39
296903	05/20/2019	Accounts Payable	Jones Attorney at Law, PLLC, Stephen, P.	\$6,137.95
296904	05/20/2019	Accounts Payable	Kimley-Horn & Associates, Inc.	\$3,669.50
296905	05/20/2019	Accounts Payable	Konica Minolta Business Solutions U.S.A., Inc.	\$883.96
296906	05/20/2019	Accounts Payable	Laboratory Corporation of America	\$88.59
296907	05/20/2019	Accounts Payable	Lamont Mortuary of Globe	\$410.00
296908	05/20/2019	Accounts Payable	Language Line Services, Inc.	\$4.01
296909	05/20/2019	Accounts Payable	Law Office of John S. Perlman, LLC	\$977.50
296910	05/20/2019	Accounts Payable	LBISat LLC	\$144.00
296911	05/20/2019	Accounts Payable	Merck Sharp & Dohme Corp.	\$3,802.47
296912	05/20/2019	Accounts Payable	Messinger Payson Funeral Home, Inc.	\$9,720.00
296913	05/20/2019	Accounts Payable	Montgomery, Diana, G	\$6,000.00
296914	05/20/2019	Accounts Payable	Nelson, Timothy	\$6,979.00
296915	05/20/2019	Accounts Payable	Norchem Drug Testing	\$311.85
296916	05/20/2019	Accounts Payable	Norchem Drug Testing Laboratory & Consulting, Inc.	\$186.55
296917	05/20/2019	Accounts Payable	Payson Rodeo Committee, Inc.	\$500.00
296918	05/20/2019	Accounts Payable	Payson Rodeo Committee, Inc.	\$500.00
296919	05/20/2019	Accounts Payable	Payson Roundup	\$72.34
296920	05/20/2019	Accounts Payable	PITNEY BOWES INC	\$29.64
296921	05/20/2019	Accounts Payable	PLEASANT VALLEY COMMUNITY COUNCIL	\$1,500.00
296922	05/20/2019	Accounts Payable	Postnet	\$1,683.46

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296923	05/20/2019	Accounts Payable	Quality Pumping	\$180.61
296924	05/20/2019	Accounts Payable	Queen Creek Law Firm	\$2,154.00
296925	05/20/2019	Accounts Payable	R&M Repeater	\$673.32
296926	05/20/2019	Accounts Payable	Right Away Disposal	\$231.00
296927	05/20/2019	Accounts Payable	RODGERS, STEVEN	\$400.00
296928	05/20/2019	Accounts Payable	Samaritan Veterinary Center	\$1,510.00
296929	05/20/2019	Accounts Payable	SANOPI PASTEUR INC	\$3,010.00
296930	05/20/2019	Accounts Payable	SD Crane Builders Inc.	\$39,826.28
296931	05/20/2019	Accounts Payable	SHEPPARD, MARIAN, E	\$55.00
296932	05/20/2019	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS	\$900.00
296933	05/20/2019	Accounts Payable	SPARKLETT'S	\$1,027.25
296934	05/20/2019	Accounts Payable	State of Arizona	\$117,763.00
296935	05/20/2019	Accounts Payable	State of Arizona	\$1,675.00
296936	05/20/2019	Accounts Payable	State of Arizona	\$15,163.29
296937	05/20/2019	Accounts Payable	State of Arizona Justice of the Peace	\$600.00
296938	05/20/2019	Accounts Payable	STRAWBERRY PATCHERS	\$75.00
296939	05/20/2019	Accounts Payable	TASC INC	\$1,450.00
296940	05/20/2019	Accounts Payable	TDS Telecom Service Corporation	\$346.20
296941	05/20/2019	Accounts Payable	TELECHECK INTERNATIONAL, INC	\$90.00
296942	05/20/2019	Accounts Payable	THE LAW OFFICES OF MICHAEL	\$10,372.80
296943	05/20/2019	Accounts Payable	THYSENKRUPP ELEVATOR	\$714.05
296944	05/20/2019	Accounts Payable	TOWN OF PAYSON	\$14,864.96
296945	05/20/2019	Accounts Payable	Trinity Services Group, Inc.	\$29,406.23
296946	05/20/2019	Accounts Payable	UNIFIRST CORPORATION	\$195.14
296947	05/20/2019	Accounts Payable	Vela, Homero	\$688.40
296948	05/20/2019	Accounts Payable	Waters Sparkletts of Payson	\$210.00
296949	05/20/2019	Accounts Payable	WEST PAYMENT CENTER	\$2,603.09
296950	05/20/2019	Accounts Payable	Wilson Investigative Services	\$400.00
296951	05/20/2019	Accounts Payable	WOWZA LLC	\$5,666.67
296952	05/20/2019	Accounts Payable	ACADEMIC CHOIR APPAREL	\$245.00
296953	05/21/2019	Accounts Payable	Universal Police Supply Co.	\$268.13
296954	05/21/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	\$36.18
296955	05/21/2019	Accounts Payable	ARIZONA STATE RETIREMENT	\$31.16

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296956	05/21/2019	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$23.68
296957	05/21/2019	Accounts Payable	JP MORGAN CHASE DOR	\$78.21
296958	05/21/2019	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$260.94
296959	05/21/2019	Accounts Payable	JP MORGAN CHASE FICA EE	\$135.64
296960	05/21/2019	Accounts Payable	JP MORGAN CHASE FICA ER	\$135.64
296961	05/21/2019	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$31.71
296962	05/21/2019	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$31.71
296963	05/21/2019	Accounts Payable	ARIZONA PUBLIC SERVICE	\$640.00
296964	05/21/2019	Accounts Payable	ARIZONA PUBLIC SERVICE	\$179.63
296965	05/21/2019	Accounts Payable	Arizona Supreme Court	\$50.00
296966	05/22/2019	Accounts Payable	ROOT, LACEY	\$150.00
296967	05/22/2019	Accounts Payable	RUIZ, GRISELDA	\$150.00
296968	05/23/2019	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$18.16
296969	05/23/2019	Accounts Payable	JP MORGAN CHASE FICA EE	\$20.32
296970	05/23/2019	Accounts Payable	JP MORGAN CHASE FICA ER	\$20.32
296971	05/23/2019	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$4.75
296972	05/23/2019	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$4.75
296973	05/24/2019	Accounts Payable	Boyer, Carley	\$800.00
296974	05/24/2019	Accounts Payable	CenturyLink	\$1,214.91
296975	05/24/2019	Accounts Payable	Christina Apartments	\$389.00
296976	05/24/2019	Accounts Payable	Christina Apartments	\$297.00
296977	05/24/2019	Accounts Payable	Cobre Valley Regional Medical Center	\$13,950.22
296978	05/24/2019	Accounts Payable	Cobre Valley Regional Medical Center	\$715.56
296979	05/24/2019	Accounts Payable	Credit Card Revolving Fund	\$51,304.03
296980	05/24/2019	Accounts Payable	Dremier, Patti	\$210.57
296981	05/24/2019	Accounts Payable	Earth Mover Tire Sales, Inc.	\$4,637.02
296982	05/24/2019	Accounts Payable	Earthquest Plumbing, Inc.	\$518.20
296983	05/24/2019	Accounts Payable	ECKHARDT, MARY JO	\$650.00
296984	05/24/2019	Accounts Payable	ESCOCHEA, SAMUEL	\$72.98
296985	05/24/2019	Accounts Payable	FRANQUERO, DAVID, A	\$74.76
296986	05/24/2019	Accounts Payable	GRIFFIN, BROOKE	\$350.00
296987	05/24/2019	Accounts Payable	Hope Family Care Center LLC	\$250.01
296988	05/24/2019	Accounts Payable	JOHNSON, CLAYTON	\$54.79

# Payment Register

From Payment Date: 5/1/2019 - To Payment Date: 5/31/2019

296989	05/24/2019	Accounts Payable	Kanon, Diana, L	\$71.91
296990	05/24/2019	Accounts Payable	Kilbourne, Taylor	\$20.27
296991	05/24/2019	Accounts Payable	KING, JOANIE, S	\$140.18
296992	05/24/2019	Accounts Payable	Leverance, Emily	\$146.85
296993	05/24/2019	Accounts Payable	MATHESON TRI GAS INC	\$6,231.37
296994	05/24/2019	Accounts Payable	Maxim Staffing Solutions	\$21,152.26
296995	05/24/2019	Accounts Payable	MCI Communication Services, Inc.	\$34.10
296996	05/24/2019	Accounts Payable	MCLARTY, ROBERT	\$234.96
296997	05/24/2019	Accounts Payable	Melford, Carl	\$70.31
296998	05/24/2019	Accounts Payable	MILE HIGH STRATEGIC PARTNERS	\$1,375.00
296999	05/24/2019	Accounts Payable	MOUNCE, JORDON	\$150.00
297000	05/24/2019	Accounts Payable	O'BRIEN, DAVID	\$65.08
297001	05/24/2019	Accounts Payable	O'NEILL, GENE	\$110.00
297002	05/24/2019	Accounts Payable	Cothrun, Cindy	\$5.34
297003	05/28/2019	Accounts Payable	A2 Beeline Auto Glass	\$25.00
297004	05/28/2019	Accounts Payable	ALLIANT GAS LLC	\$719.11
297005	05/28/2019	Accounts Payable	APACHE MESSENGER	\$22.36
297006	05/28/2019	Accounts Payable	Aqua-Serv Engineers, Inc.	\$125.00
297007	05/28/2019	Accounts Payable	ARIZONA PLANNING AND PARALEGAL SOLUTIONS	\$1,500.00
297008	05/28/2019	Accounts Payable	ARIZONA PUBLIC SERVICE	\$34,676.63
297009	05/28/2019	Accounts Payable	Arizona Supreme Court	\$325.00
297010	05/28/2019	Accounts Payable	ARIZONA WATER COMPANY	\$1,083.81
297011	05/28/2019	Accounts Payable	Atomic Pest Control LLC	\$392.50
297012	05/28/2019	Accounts Payable	ATWELL LLC	\$1,250.48
297013	05/28/2019	Accounts Payable	AXIS FORENSIC TOXICOLOGY INC	\$298.00
297014	05/28/2019	Accounts Payable	BLEVINS, BRITTANY	\$175.00
297015	05/28/2019	Accounts Payable	Bulman Family Funeral Services	\$550.00
297016	05/28/2019	Accounts Payable	Cable One	\$522.59
297017	05/28/2019	Accounts Payable	Carolina Software Inc.	\$136.91
297018	05/28/2019	Accounts Payable	Cobre Valley Publishing	\$207.20
297019	05/28/2019	Accounts Payable	Cobre Valley Publishing	\$409.20
297020	05/28/2019	Accounts Payable	Cobre Valley Publishing	\$14.87
297021	05/28/2019	Accounts Payable	Crooked Sky Works	\$240.00

# Payment Register

From Payment Date: 5/1/2019 - To Payment Date: 5/31/2019

297022	05/28/2019	Accounts Payable	CROWN CASTLE	\$513.10
297023	05/28/2019	Accounts Payable	CULP, PEGGY, J	\$700.00
297024	05/28/2019	Accounts Payable	Dease, Iona	\$543.60
297025	05/28/2019	Accounts Payable	Dell Marketing LP	\$2,458.96
297026	05/28/2019	Accounts Payable	DIESEL DIRECT WEST INC	\$20,190.35
297027	05/28/2019	Accounts Payable	DJ's Companies, Inc.	\$298.48
297028	05/28/2019	Accounts Payable	Emily Danies Attorney at Law, LLC	\$6,576.41
297029	05/28/2019	Accounts Payable	Empire Southwest LLC	\$487.35
297030	05/28/2019	Accounts Payable	Gale	\$253.33
297031	05/28/2019	Accounts Payable	Gila County Government	\$4,355.76
297032	05/28/2019	Accounts Payable	Gila County Government	\$200.00
297033	05/28/2019	Accounts Payable	Hayden-Winkelman Unified School District #114	\$500.00
297034	05/28/2019	Accounts Payable	Hayes Enterprises	\$10,000.00
297035	05/28/2019	Accounts Payable	HemoCue America	\$212.86
297036	05/28/2019	Accounts Payable	Hog Creek Towing & Impound Yard, Inc	\$582.00
297037	05/28/2019	Accounts Payable	Horn, Paula, M	\$67.51
297038	05/28/2019	Accounts Payable	HOT TOPIC PRINTING LLC	\$1,238.05
297039	05/28/2019	Accounts Payable	JaLin Enterprises Inc.	\$693.20
297040	05/28/2019	Accounts Payable	Johnson Controls Security Solutions LLC	\$970.40
297041	05/28/2019	Accounts Payable	Lexis Nexis Matthew Bender	\$81.69
297042	05/28/2019	Accounts Payable	Office Depot	\$186.98
297043	05/28/2019	Accounts Payable	Ortiz, P.C., Anna , C.	\$8,375.00
297044	05/28/2019	Accounts Payable	PAYSON APARTMENTS	\$733.00
297045	05/28/2019	Accounts Payable	Payson Concrete & Materials, Inc.	\$1,445.41
297046	05/28/2019	Accounts Payable	PAYSON JUSTICE COURT	\$67.09
297047	05/28/2019	Accounts Payable	Payson Roundup	\$1,030.00
297048	05/28/2019	Accounts Payable	Pinal County	\$80.00
297049	05/28/2019	Accounts Payable	Pine-Strawberry Water Improvement District	\$99.73
297050	05/28/2019	Accounts Payable	Redburn Tire Company	\$6,157.62
297051	05/28/2019	Accounts Payable	Samaritan Veterinary Center	\$245.00
297052	05/28/2019	Accounts Payable	Sanders Custom Signs	\$500.00
297053	05/28/2019	Accounts Payable	Schell , Steven, W	\$258.24
297054	05/28/2019	Accounts Payable	Sneezy, Monika, N	\$143.29

# Payment Register

From Payment Date: 5/1/2019 - To Payment Date: 5/31/2019

297055	05/28/2019	Accounts Payable	SOOS, BRADLEY	\$49.96
297056	05/28/2019	Accounts Payable	SOUTHWEST GAS	\$584.62
297057	05/28/2019	Accounts Payable	SPOK INC	\$15.41
297058	05/28/2019	Accounts Payable	State of Arizona Justice of the Peace Association	\$200.00
297059	05/28/2019	Accounts Payable	STATEN, AIMEE	\$76.54
297060	05/28/2019	Accounts Payable	Swiss Village Self Storage	\$144.00
297061	05/28/2019	Accounts Payable	TASC INC	\$254.00
297062	05/28/2019	Accounts Payable	THOMASON, CODY	\$350.00
297063	05/28/2019	Accounts Payable	Tim's Tire , LLC	\$250.00
297064	05/28/2019	Accounts Payable	TOWN OF PAYSON	\$23,250.00
297065	05/28/2019	Accounts Payable	TransUnion Risk & Alternative Data	\$108.90
297066	05/28/2019	Accounts Payable	TURNER, CHARLES, R	\$238.14
297067	05/28/2019	Accounts Payable	Tyler Technologies, Inc.	\$18,875.00
297068	05/28/2019	Accounts Payable	UNIFIRST CORPORATION	\$126.09
297069	05/28/2019	Accounts Payable	Universal Police Supply Co.	\$1,020.56
297070	05/28/2019	Accounts Payable	US CORRECTIONS LLC	\$1,710.20
297071	05/28/2019	Accounts Payable	WASTE MANAGEMENT OF ARIZONA	\$57.75
297072	05/28/2019	Accounts Payable	Waters Sparkletts of Payson	\$250.90
297073	05/28/2019	Accounts Payable	WEST PAYMENT CENTER	\$2,695.80
297074	05/28/2019	Accounts Payable	Westwood Pharmacy	\$5,453.02
297075	05/28/2019	Accounts Payable	Yavapai County Government	\$17,500.00
297076	05/28/2019	Accounts Payable	Central Square Technologies , Superior, IL	\$320.00
297078	05/31/2019	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE COMPANY	\$5,039.30
297079	05/31/2019	Accounts Payable	ARIZONA DEPARTMENT OF REVENUE	\$230.52
297080	05/31/2019	Accounts Payable	ARIZONA LOCAL GOVT EMPLOYEE BENEFIT TRUST RET TAX SYSTEM	\$5,725.65
297081	05/31/2019	Accounts Payable	ARIZONA STATE RETIREMENT SYSTEM	\$161,710.20
297082	05/31/2019	Accounts Payable	COLONIAL SUPPLEMENTAL INSURANCE	\$6,002.36
297083	05/31/2019	Accounts Payable	CORP - AOC	\$17,827.29
297084	05/31/2019	Accounts Payable	CORP - DISPATCHER	\$2,501.92
297085	05/31/2019	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN	\$16,570.93
297086	05/31/2019	Accounts Payable	ELECTED OFFICIALS DEFINED CONTRIBUTION RETIREMENT PLAN	\$18.72
297087	05/31/2019	Accounts Payable	ELECTED OFFICIALS RETIREMENT PLAN	\$18,282.79
297088	05/31/2019	Accounts Payable	EORP LEGACY	\$7,897.18

# Payment Register

From Payment Date: 5/1/2019 - To Payment Date: 5/31/2019

297089	05/31/2019	Accounts Payable	FRATERNAL ORDER OF POLICE	\$118.08
297090	05/31/2019	Accounts Payable	GILSBAR FSA	\$110.42
297091	05/31/2019	Accounts Payable	HAMMERMAN & HULTGREN P.C.	\$171.38
297092	05/31/2019	Accounts Payable	JP MORGAN CHASE DOR	\$28,205.71
297093	05/31/2019	Accounts Payable	JP MORGAN CHASE FEDERAL TAX	\$73,854.67
297094	05/31/2019	Accounts Payable	JP MORGAN CHASE FICA EE	\$60,089.35
297095	05/31/2019	Accounts Payable	JP MORGAN CHASE FICA ER	\$60,089.35
297096	05/31/2019	Accounts Payable	JP MORGAN CHASE MEDICARE EE	\$14,136.38
297097	05/31/2019	Accounts Payable	JP MORGAN CHASE MEDICARE ER	\$14,136.38
297098	05/31/2019	Accounts Payable	METLIFE	\$340.00
297099	05/31/2019	Accounts Payable	NATIONWIDE RETIREMENT	\$4,434.50
297100	05/31/2019	Accounts Payable	SOLUTIONS NATIONWIDE RETIREMENT	\$2,256.63
297101	05/31/2019	Accounts Payable	SOLUTIONS NATIONWIDE TRUST Co FBO NRS	\$2,761.73
297102	05/31/2019	Accounts Payable	NORTHERN ARIZONA LAW	\$122.50
297103	05/31/2019	Accounts Payable	ENFORCEMENT ASSOC PUBLIC SAFETY PERSONNEL	\$63,286.93
297104	05/31/2019	Accounts Payable	SECURITY BENEFIT GROUP	\$1,180.00
297105	05/31/2019	Accounts Payable	THUNDERBIRD COLLECTION SPEC	\$143.12
297106	05/31/2019	Accounts Payable	WADDELL & REED	\$789.50
297107	05/30/2019	Accounts Payable	Arizona Department of Enviromental	\$1,200.00
297108	05/30/2019	Accounts Payable	SHRED IT USA INC	\$268.73
297109	05/30/2019	Accounts Payable	Tonto Basin Chamber of Commerce	\$25.00
297110	05/31/2019	Accounts Payable	CenturyLink	\$1,081.48
297111	05/31/2019	Accounts Payable	CenturyLink Business Services	\$2,408.98
297112	05/31/2019	Accounts Payable	COCONINO COUNTY	\$1,800.00
297113	05/31/2019	Accounts Payable	COMPREHENSIVE PSYCHIATRIC	\$7,750.00
297114	05/31/2019	Accounts Payable	SERVICES OF ATLANTA PC Credit Card Revolving Fund	\$41,716.81
297115	05/31/2019	Accounts Payable	Debrigida Law Offices PLLC	\$6,880.00
297116	05/31/2019	Accounts Payable	Desert Vista Neuropsycholical	\$330.00
297117	05/31/2019	Accounts Payable	Specialists DJ's Companies, Inc.	\$266.50
297118	05/31/2019	Accounts Payable	Fabok, Glinda, S	\$294.50
297119	05/31/2019	Accounts Payable	Flores & Clark, LLC	\$7,425.00
297120	05/31/2019	Accounts Payable	Greenlight Traffic Engineering, LLC	\$3,800.00
297121	05/31/2019	Accounts Payable	HENDERSON, MELISSA, F	\$180.20

# Payment Register

From Payment Date: 5/1/2019 - To Payment Date: 5/31/2019

297122	05/31/2019	Accounts Payable	HEWLETT, GAIL	\$175.00
297123	05/31/2019	Accounts Payable	Huddleston, James, E	\$140.00
297124	05/31/2019	Accounts Payable	Kimley-Horn & Associates, Inc.	\$8,637.06
297125	05/31/2019	Accounts Payable	Konica Minolta Business Solutions	\$5,130.26
297126	05/31/2019	Accounts Payable	KS StateBank	\$941.57
297127	05/31/2019	Accounts Payable	Matlock Gas & Equipment Company, Inc.	\$171.16

Type Check Totals:	564 Transactions			<u>\$4,728,401.23</u>
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JP Morgan AP - JP Morgan Accounts Payable Totals

# Payment Register

From Payment Date: 5/1/2019 - To Payment Date: 5/31/2019

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount
JP Morgan AP - JP Morgan Accounts Payable							
<u>Check</u>							
296559	05/02/2019	Voided	Ach Direct Deposit	05/02/2019	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$625,981.78
296670	05/06/2019	Voided	Wrong Amount	05/07/2019	Accounts Payable	PSOMAS	\$115.20
296791	05/13/2019	Voided	Other Void	05/30/2019	Accounts Payable	SCOTT, TIMOTHY, K	\$149.72
296815	05/16/2019	Voided	Ach Direct Deposit	05/16/2019	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$636,005.65
297077	05/30/2019	Voided	Ach Direct Deposit	05/30/2019	Accounts Payable	JP MORGAN CHASE ACH DEPOSIT	\$660,853.22
Type Check Totals:						5 Transactions	\$1,923,105.57
JP Morgan AP - JP Morgan Accounts Payable Totals							

**ARF-5519**

**Consent Agenda Item 4. F.**

**Regular BOS Meeting**

**Meeting Date:** 06/18/2019

**Reporting Period:** Report for County Manager Approved Contracts Under \$50,000 For Month Ending May

**Submitted For:** Mary Springer, Finance Director

**Submitted By:** Stacey Espinoza, Administrative Assistant

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**Information**

**Subject**

Report for County Manager Approved Contracts Under \$50,000 for Month Ending 05-31-19.

**Suggested Motion**

Acknowledgement of contracts under \$50,000 which have been approved by the County Manager beginning 05-01-19 through 05-31-19.

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**Attachments**

Under \$50K Report for May 2019

Amendment No. 1 to Service Agreement No. 042618-1 Earthquest Plumbing

HOV Services Recorder Contract

Contract Agreement with Interstate Mechanical Corp

Amendment No. 3 to Professional Service Contract Wilson Investigative Services

Service Agreement No. 051519 with Mountain Retreat Builders, LLC

Professional Services Contract No. 051719 with Suzanne Morse, MSN

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**COUNTY MANAGER APPROVED CONTRACTS UNDER \$50,000***May 01, 2019 to May 31, 2019*

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
2	Earthquest Plumbing	Amendment No.1 to Service Agreement No. 042618-1  Facilities Management	\$3,780.00	06-7-19 to 06-6-20	05-14-19	Option to Renew	Amendment No. 1 will serve to extend the contract from 06-17-19 to 06-06-20. Contractor will provide plumbing and septic service.
3	HOV Services	Support and Maintenance Agreement Contract No. 42464CONSVR  Recorders	\$1,095.00	06-29-19 to 06-28-20	05-14-19	Option to Renew	Support and Maintenance Agreement for Wicks & Wison USCAN with Roll Carrier.
4	Interstate Mechanical Corp	Contract Agreement No. ADSP017-174462-ez  Arizona State Purchasing Cooperative. Procurement Office Contract with International Mechanical Corporation	\$31,049.92	05-09-19 to 11-30-19	05-09-19	Option to Renew	Gila County wishes to utilize Interstate Mechanical Corporation for the investigation of upgrading the HVAC at the Globe Jail. All documents executive by the State of Arizona on Contract ADSP017-17442-ez, apply to this procurement between Gila County and Interstate Mechanical Corporation.
5	Wilson Investigative Services	Amendment No. 3 to Professional Service Agreement No. 091517	\$10,400.00	07-01-19 to 06-30-20	05-01-19	Option to Renew	Amendment No. 3 will serve it being necessary to the Administration of Justice that outside private investigator firms be hired to perform investigative services in Probate (Guardian/Conservatorship) cases, the Superior court would contract with Wilson Service to provide this service.

*May 01, 2019 to May 31, 2019*

	Vendor	Title	Amount	Term	Approved	Renewal Option	Summary
6	Mountain Retreat Builders	Service Agreement No. 051519 Home #4066  Community Services Housing	\$9,500.00	05-23-19 to 06-15-19	05-23-19	Expires	The purpose of this HOME project is, Health and safety but not limited, to Laminate floor install, install new refrigerator, stair case remodel, paint two bedrooms.
7	Suzanne Morse, MSN	Professional Service Agreement No. 051719  Health and Emergency Services	\$7,500.00	06-01-19 to 05-31-20	05-23-19	Option to Renew	Provide family planning services to eligible clients that meet criteria in the Payson area.



**AMENDMENT NO. 1 to SERVICE AGREEMENT NO. 042618-1**

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

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**ON CALL PLUMBING AND SEPTIC-SOUTHERN GILA COUNTY**

**FACILITIES MANAGEMENT**

**Effective** June 7, 2018, Gila County and Earthquest Plumbing, Inc. entered into a contract whereby Earthquest Plumbing, Inc. would provide On Call Plumbing and Septic-Southern Gila County.

**Service Agreement No. 042618-1** will expire on June 6, 2019. **Per Article 15-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 Service Agreement No. 042618-1**, will allow for Gila County to exercise the option to renew the term of the Agreement for a one-year period, from June 7, 2019 to June 6, 2020, for a contract amount not to exceed Three Thousand Seven Hundred Eighty dollars and 00/100's (\$3,780.00) without prior written approval from the County.

**Additionally, Amendment No. 1** will serve 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."

All other terms, conditions and provisions of the original Contract, shall remain the same and apply during the June 7, 2019 to June 6, 2020 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 14<sup>th</sup> day of May, 2019.

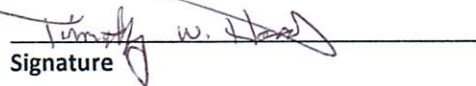
GILA COUNTY:

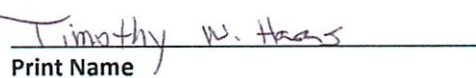
  
James Menlove, County Manager

Date:

5-14-19

EARTHQUEST PLUMBING, INC.

  
Signature

  
Print Name

*mf*

## EXECUTIVE SUMMARY FORM

Contract Name: Support and Maintenance Agreement

Contract No.: 42464CONSVR

Statement of Purpose and Need (3-5 Sentences) Support and Maintenance Agreement for Wicks & Wison  
USCAN with Roll Carrier.

Contract End Date: 06-29-19 to 06-28-20

Renewal Option: ☒ Yes  
☐ No

Maximum Dollar Limit: \$1,095.00

### Contract Information

Firm Name: HOV Services-Exela Technologies

Contact  
Person: Amy Raines

Address: 9659 N. Sam Houston Parkway East, Ste. 150  
Box #170

Phone No: 713-957-4858

City: Humble

State: TX

Fax: \_\_\_\_\_

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

General Fund/Recorder/Professional services  
Fund: Other

Fund Code: 1005.120.4210.99

Type of Funds: ☐ Restricted

☐ Grant

☒ General Fund

☐ Other

Date Sent for Legal Review: \_\_\_\_\_

Date Returned: \_\_\_\_\_

Special Notes:

## Support and Maintenance Agreement

4/22/2019

Page 1

**Customer:** Gila County Recorder

**Installation Location**

GILA COUNTY  
GILA COUNTY RECORDER  
1400 E. ASH STREET  
GLOBE, AZ 85501

**Description**

Agreement #: 42464CONSVR  
Type: Standard Hardware  
Amount: \$1,095.00  
Effective: 6/29/2019 through 6/27/2020  
Payment Terms: Annual

SADIE JO BINGHAM 928 402 8740

Amount shown does not include applicable taxes  
See attached Terms and Conditions on page 2

**Covered Components**

**Description**

**Tag #**

**Serial #**

WICKS & WISON USCAN PLUS SCANNER WITH ROLL CARRIER

37019-18040

0844084

**Covered Services**

On-Site Support/Labor  
Parts  
Phone Support

**Notes or Considerations**

Software updates not covered.

Unlimited Service Calls Allowed  
Includes 1 Scheduled Preventive Maintenance Call(s)

Service Location: 18040

Customer Code: CUS01168

Your Purchase Order Number:

P.O. Date: TBD

Signature: James Menlove

Date: 5.14.19

Printed Name: James Menlove

Title: County Manager

**Please sign, date and return a copy of this Support and Maintenance Agreement Renewal along with your Purchase Order to the address or fax number below. You will then be invoiced for the amount shown plus any applicable taxes.**

By signing this Support and Maintenance Agreement or use of the services described above Customer agrees to the Terms and Conditions listed on page 2 attached hereto.

**RETURN TO**

HOV Services - Service Administration  
9659 N. Sam Houston Parkway East, Suite 150, Box # 170  
Humble, TX 77396  
Fax: 713-957-4858

Signature

Authorized HOV Services Representative

Date

06/29/2019

4/22/2019

## Terms and Conditions

Page 2

1. HOV Services, Inc. will provide the customer ("Customer") listed on page one of this Support and Maintenance Agreement ("Agreement") technical support and maintenance services for the covered components (described on page one of this Agreement) subject to the terms and conditions described herein. This Agreement shall cover support and maintenance service calls requested by Customer except for those specified herein; all labor charges except for those specifically mentioned herein; and parts except for those specifically mentioned herein. HOV Services, Inc. will take prompt corrective action via one or more means specified on page one under covered services deemed necessary to make the covered components perform in accordance with published and documented specifications. Technical support and maintenance is provided during normal business hours Monday through Friday 8:00 AM through 5:00 PM with the exception of HOV Services, Inc. and Customer observed holidays, unless otherwise specified on page one under covered services.

2. HOV Services, Inc. shall diagnose and repair problems relative to the covered components. Customer shall promptly inform HOV Services, Inc. of any problems arising from the use of these components. The disposition of diagnosed and/or reported problems concerning their severity and scheduling for repair, shall be the decision of Customer and HOV Services, Inc.. HOV Services, Inc. shall perform routine preventative maintenance to the covered components on a periodic basis spaced equally throughout the term of this Agreement as identified in the covered services section on page one of this Agreement according to the manufacturer's specifications, and the Customer's usage requirements. This Agreement may also be limited to the number of on-site service calls performed during the term of the Agreement as specified in the covered services section on page one. HOV Services, Inc. shall provide support and maintenance to Customer on a timely basis and in a professional manner.

3. Special Conditions for Service Agreements Covering Equipment and Hardware

3.1 This Agreement does not cover any supply items such as: Starter Toner (developer), Toner, Glass Flats, Glass Cylinders, Paper, Fuser Oil, Bulbs, Ammonia, or any other supply item. HOV Services, Inc. will not be responsible for installing such items or damages incurred by not installing such items as required.

3.2 Standard Hardware Support and Maintenance Agreement. HOV Services, Inc. will provide maintenance according to these terms and conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Consumable items such as: PC Drums, Developer Units, Fuser Rollers, Fuser Units, Imaging Units, Separator pads, pick /feed rollers, or any other part identified by the manufacturer as consumable items shall be replaced by HOV Services, Inc. at the manufacturer's recommended intervals or as needed, and invoiced to Customer at current HOV Services, Inc. pricing.

Premium Hardware Support and Maintenance Agreement. HOV Services, Inc. will provide maintenance according to these terms and conditions providing all labor, parts, and consumable items.

4. Special Conditions Service Agreements Covering Computer Systems and Software

4.1 HOV Services, Inc. will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the covered components listed on page one. Customer is responsible to provide such means of remote connections to the system.

4.2 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and/or supported by HOV Services, Inc. software or data recovery necessitated due to Customer's failure to faithfully adhere to backup procedures, failure to maintain or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.

4.3 HOV Services, Inc. shall not be responsible for failure to provide maintenance service because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services, Inc. actions necessitated by and through the above will be undertaken by HOV Services, Inc. only on the Customer's approval of estimated additional charges and the Customer's agreement to pay the actual charges incurred.

4.4 Premium System Support and Maintenance Agreement. HOV Services, Inc. will make available to the Customer all application software revisions and associated documentation as they become available from the manufacturer, provided the Customer is using the most recent or current release of the software prior to the effective date of this Agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

5. Special Conditions for Service Agreements Covering Wicks and Wilson Scanners

5.1 HOV Services, Inc. will provide maintenance according to these terms and conditions providing all labor, parts, and non-consumable items necessary to repair the equipment. Parts identified by the manufacturer as consumable items shall be replaced by HOV Services, Inc. at the manufacturer's recommended intervals or as needed, and invoiced to Customer at current HOV Services, Inc. pricing. Supplies are not covered under this Agreement.

5.2 Unless otherwise noted in the "Notes or Considerations" section on the first page of this Agreement, HOV Services, Inc. will make available to Customer, all application software revisions and associated documentation as they become available from the manufacturer, provided Customer is using the most recent or current release of the software prior to the effective date of this Agreement, as well as, labor to install those updates or upgrades. This does not include updates or upgrades to the current operating system software.

5.3 HOV Services, Inc. will provide remote technical support via Customer provided means of remote connection whenever possible, for remote diagnosis and/or repair of the System. HOV Services, Inc. shall also provide telephone support on operational and procedural functions of the application software to Customer. Customer is responsible to provide such means of remote connections to the system.

5.4 This Agreement only covers travel expenses for Scheduled Preventive Maintenance visits. All travel expense for non-scheduled emergency services will be billed upon completion of repair.

5.5 This Agreement does not include: repair or replacement of failed or broken data storage media of any kind unless specifically listed as a covered component of the system, supply items such as paper, printer ribbons, toner, imaging cartridges, or lamps, software or data recovery necessitated by improper operation of system, unauthorized alterations of software, faults resulting from software or hardware not approved for use and/or supported by HOV Services, Inc. software or data recovery necessitated due to Customer's failure to adhere to backup procedures, failure to maintain and/or update anti-virus software, failure to protect or safeguard system components from computer viruses, hacking or other malicious security breaches, software or data recovery necessitated due to unstable electrical source, application development assistance or functional alterations to standard software programs except as provided herein, on-site support or training, except as provided herein.

5.6 HOV Services, Inc. shall not be responsible for failure to provide maintenance services because of upgrades, revisions or migrations of operating system software without prior notification and authorization. HOV Services, Inc. actions necessitated by and through the above will be undertaken by HOV Services, Inc. only on the Customer's approval of estimated additional charges and the Customer's agreement to pay the actual charges incurred.

6. This Agreement does not cover service, parts, components or repairs due to misuse, abuse, neglect, vandalism, mishandling, accident, fire, water, unstable electrical source or other casualty, repairs or service by non- HOV Services, Inc. personnel; parts, components or attachments not supplied by HOV Services, Inc.; or use of supplies, parts, or components not meeting HOV Services, Inc.'s and manufacturer's specifications.

7. This Agreement shall be in effect for the term listed next to "Effective" and "Expiration" dates on page one of this Agreement. Prior to, or upon expiration of this Agreement, Customer shall be notified of the expiration of this Agreement and offered a renewal agreement for a similar time period. Customer must respond to this renewal notice within 15 business days to prevent a lapse in maintenance coverage. HOV Services, Inc. may cancel this Agreement within 30 days of written notice for the following reasons: (1) if the equipment or covered components are moved from the location specified on page one; (2) if the equipment or covered components are sold, leased, or transferred to another party; (3) if the equipment or covered components are operated by any party not authorized by Customer; or (4) any misuse or excessive use of the covered components that is not recommended by HOV Services, Inc. or the manufacturer. This Agreement is based upon the equipment and covered components being operated as designed and for its intended purpose.

8. Payment for the services under this Agreement shall be made in accordance with the accompanying invoice. If payment is not made in accordance with the terms of the invoice, a finance charge equal to the maximum allowable rate by law shall be assessed. Customer shall be invoiced for and agree to pay HOV Services, Inc. any labor or other expenses required for diagnosis, repair, and/or assistance, which is not specified in the Agreement. Customer shall be invoiced for and agree to pay HOV Services, Inc. any additional amount for devices, upgrades, special programs, and services other than those provided to Customer by HOV Services, Inc. under this Agreement. The amount of the maintenance charges under this Agreement are subject to any applicable tax, or user fee assessed by any federal, state, or local authority. All prices and rates contained in this Agreement are subject to an annual cost of living adjustment beginning in the thirteenth (13th) month after the service commencement date. Thereafter, adjustments shall not occur more than once in a twelve (12)-month period. The amount of any such increase will not exceed the lower of (a) five percent (5%), or (b) the percentage increase in the ECI during the past twelve (12) months. "ECI" shall mean Table 5 of the Employment Cost Index for Total Compensation (not seasonally adjusted), Production, Excluding Incentive Paid Occupations, December 2005 = 100, as published by the U.S. Department of Labor, Bureau of Labor Statistics. No adjustment will be made to prices and rates in the event of a reduction in the ECI index. All price increases will become effective sixty (60) days after Company delivers written notice thereof to Client. At the end of the contract period, HOV Services, Inc. may change prices, terms and conditions for the new contract period due to unforeseen market changes, availability of parts, etc.. Customer shall receive a minimum of 30 days written notice for the renewal of this Agreement. Should any lapse of maintenance coverage occur, HOV Services, Inc. reserves the right to invoice Customer for any time the components were not covered under this Agreement.

9. Each party shall use at least the same standard of care in the protection of Confidential Information of the other party as it uses to protect its own confidential or proprietary information provided that such Confidential Information shall be protected in at least a reasonable manner. For purposes of this Agreement, "Confidential Information" means all confidential or proprietary information and documentation of either party, including the terms of this Agreement. Each party shall use the Confidential Information of the other party only in connection with the purposes of this Agreement, and shall not disclose such Confidential Information except to its employees, subcontractors, or agents who have a "need to know" with respect to such purpose. Each party shall advise its respective employees, subcontractors, or agents of such party's obligations under this Agreement. In the event of the expiration or termination of this Agreement all Confidential Information of a party disclosed to, and all copies thereof made by, the other party shall be returned to the disclosing party or, at the disclosing party's option, erased or destroyed. Confidential Information shall not include information that is: (i) developed by the other party independently as shown by its written business records regularly kept, (ii) rightfully obtained by the other party without restriction from a third party, (iii) publicly available other than through the fault or negligence of the other party, (iv) released by the disclosing party without restriction to anyone, or (v) required to be disclosed by applicable law, or by order or request of any court or government agency, provided that the receiving party, if lawfully permitted to do so, shall promptly give notice to the disclosing party; shall cooperate with the disclosing party in challenging the right to such access; and shall only provide such information as is required by law, such order or a final, non-appealable ruling of a court of proper jurisdiction.

10. EXCEPT AS PROVIDED HEREIN, IN NO EVENT WILL HOV SERVICES, INC.'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO, IN WHOLE OR IN PART, THIS AGREEMENT, OR ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT OR OTHERWISE, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EXCEED IN THE AGGREGATE THE AMOUNT PAID BY CUSTOMER TO HOV SERVICES, INC. UNDER THIS AGREEMENT FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT FOR WHICH DAMAGES ARE CLAIMED. UNDER NO CIRCUMSTANCES WHATSOEVER WILL HOV SERVICES, INC. BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOSSES RESULTING FROM BUSINESS INTERRUPTION OR LOSS OF DATA, EVEN IF HOV SERVICES, INC. HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. ANY CLAIMS RELATING TO THIS AGREEMENT SHALL BE BROUGHT WITHIN 1 YEAR AFTER THE PARTY ASSERTING THE CLAIM KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF THE CLAIM. This Agreement constitutes the entire agreement between HOV Services, Inc. and Customer. No amendment or waiver of the terms of this Agreement may be made except by a written agreement signed by both parties. The laws of the State of Texas will govern this Agreement.

## Support and Maintenance Agreement

April 22, 2019

GILA COUNTY  
1400 E. ASH STREET  
GLOBE, AZ 85501  
Attn: SADIE JO BINGHAM

**\*\* Notice of Renewal \*\***

Dear HOV Services Customer,

It is that time of year to remind you that the Support and Maintenance Agreement for your document imaging / management products is due to expire on **June 28, 2019**. In order for these products to sustain a high level of quality performance and utilization for your organization, we strongly recommend that you renew this agreement for an additional term to avoid a lapse in support coverage.

Please sign the enclosed agreement and provide your purchase order number and return to our Service Administration Department at the address below. Once we receive the signed agreement, you will be invoiced for the amount shown on the contract, plus any applicable tax.

We hope that the performance of these products and HOV Services's support has met your expectations, and as always, we appreciate your business.

If you have any questions or comments, feel free to call me Monday through Friday 9:00AM to 5:00PM.

Sincerely,

Charnita Pradia  
HOV Services, Inc. Service Administration  
9659 N. Sam Houston Parkway East, Suite 150, Box # 170  
Humble, TX 77396  
1-800-899-4863

## CONTRACT AGREEMENT

Contract Name: Globe Jail HVAC Engineering Contract No.: ADSP017-174462-ez

**Statement of Purpose and Need (3-5 Sentences)** Gila County wishes to utilize International Mechanical Corporation (IMCOR) for the Jail HVAC Engineering. All Documents executed by the State of Arizona on Contract No. ADSP017-174462-ez, apply to this procurement between Gila County and International Mechanical Corporation.

Contract End Date: 11-30-19

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$31,049.92

### Contract Information

Firm Name: IMCOR Contact Person: Brenda Cordova

Address: 1841 East Washington Street Phone No: 602-257-1319 ext. 2218

City: Mesa State: AZ Fax: \_\_\_\_\_ Email: Brenda.cordova@imcor-az.com

### Special Notes:

Gila County is part of the Arizona State Purchasing Cooperative, for Cooperative Purchasing. By using the State of Arizona, Procurement Office Contract with International Mechanical Corporation, it will save the county in both time and money for a rate that has already been established in the State of Arizona Procure bidding process.

Authorization to use a Cooperative Purchasing Agreement with the National Joint Powers Alliance Cooperative, Contract No. ADSP017-174462-ez, for Statewide General Contractor approved this 9th day of May, 2019.

GILA COUNTY MANAGER

  
James Menlove



## Statewide MEP JOC



[www.eziqc.com](http://www.eziqc.com)

### Summary Of Costs

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JOC Project Name: Gila County Jail HVAC Engineering

JOC Project Number: 19-GilaCounty-0001.00

Amount of Proposal: \$31,049.92

Purchase Order Amount to Contractor

Price Proposal  
created by Contractor: Interstate Mechanical Corporation

#### Send PO to Contractor:

Interstate Mechanical Corporation  
1841 E. Washington Street  
Phoenix, AZ 85034

602-257-1319



## Statewide JOC Contract



[www.eziqc.com](http://www.eziqc.com)

### Job Order Contract

#### Price Proposal Summary - CSI

**Date:** April 09, 2019  
**Contract Number:** ADSP017-174462-ez  
**Job Order Number:** 19-GilaCounty-0001.00  
**Job Order Title:** Gila County Jail HVAC Engineering  
**Proposal created by**  
**Contractor:** Interstate Mechanical Corporation  
**Proposal Value:** \$31,049.92  
**Proposal Name:** Gila County Jail HVAC Engineering  
**Detailed Scope:** We are pleased to offer our price to complete the following scope of work, for your review and consideration:

#### Scope of Work:

- Subcontract LSW Engineers INC to design and engineer the replacement of the four (4) existing evaporative cooler, supply fan, and relief fan assemblies, and gas fired boiler system serving the detention areas of the jail with four (4) new roof mounted gas-packs as recommended in LSW's report dated July 27, 2018.
- Subcontract Caruso Turley Scott Structural Engineers to provide structural engineering and drafting services as required for the above scope of work.
- The design duration to prepare 95% client review drawings is understood to be six (6) weeks.
- This proposal is for the design and engineering phase only. All construction is excluded.
- Applicable taxes are included.

#### EXCLUSIONS:

1. Material escalation.
2. Permits, bonds, and fees.
3. Unforeseen conditions.
4. Premium labor (Overtime, Nights and Weekends).
5. Pre-existing code violations.
6. Construction.

Please note that our price includes required applicable taxes.

<b>01 - General Requirements:</b>	<b>\$31,049.92</b>
<b>Proposal Total</b>	<b>\$31,049.92</b>

This proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.  
PO should be directly issued to the Contractor and not Gordian or The State of Arizona.

**The Percent of NPP on this Proposal:** 0.00%

**Job Order Contract****Price Proposal Detail - CSI**

**Date:** April 09, 2019  
**Contract Number:** ADSP017-174462-ez  
**Job Order Number:** 19-GilaCounty-0001.00  
**Job Order Title:** Gila County Jail HVAC Engineering  
**Proposal created by Contractor:** Interstate Mechanical Corporation  
**Proposal Value:** \$31,049.92  
**Proposal Name:** Gila County Jail HVAC Engineering  
**Adjustment Factor(s) Used:** 1.1214-Non-State - Owner Funded - Normal Working Hours, 1.1739-Non-State - Owner Funded - Other Than Normal Working Hours

Rec#	CSI Number	Mod.	UOM	Description	Line Total			
01 - General Requirements								
1	01 22 20 00 0061		HR	Principal Engineer	\$1,839.10			
				Quantity	Unit Price	Factor	Total	
			Installation	8.00 x	\$205.00 x	1.1214 =	\$1,839.10	
	User Note: MEP Engineer							
2	01 22 20 00 0062		HR	Senior Engineer	\$1,449.81			
				Quantity	Unit Price	Factor	Total	
			Installation	8.00 x	\$154.38 x	1.1739 =	\$1,449.81	
	User Note: MEP Engineer (site visit)							
3	01 22 20 00 0062		HR	Senior Engineer	\$6,924.87			
				Quantity	Unit Price	Factor	Total	
			Installation	40.00 x	\$154.38 x	1.1214 =	\$6,924.87	
	User Note: MEP Engineer							
4	01 22 20 00 0062		HR	Senior Engineer	\$1,211.85			
				Quantity	Unit Price	Factor	Total	
			Installation	7.00 x	\$154.38 x	1.1214 =	\$1,211.85	
	User Note: Structural Engineer							
5	01 22 20 00 0062		HR	Senior Engineer	\$11,599.16			
				Quantity	Unit Price	Factor	Total	
			Installation	67.00 x	\$154.38 x	1.1214 =	\$11,599.16	
	User Note: MEP Engineer							
6	01 22 20 00 0063		HR	Engineer	\$1,162.16			
				Quantity	Unit Price	Factor	Total	
			Installation	8.00 x	\$123.75 x	1.1739 =	\$1,162.16	
	User Note: Structural Engineer (site visit)							
7	01 22 20 00 0063		HR	Engineer	\$2,775.47			
				Quantity	Unit Price	Factor	Total	
			Installation	20.00 x	\$123.75 x	1.1214 =	\$2,775.47	
	User Note: MEP Engineer							
8	01 22 20 00 0063		HR	Engineer	\$2,914.24			
				Quantity	Unit Price	Factor	Total	
			Installation	21.00 x	\$123.75 x	1.1214 =	\$2,914.24	
	User Note: Structural Engineer							
9	01 22 20 00 0065		HR	Project Manager	\$651.81			
				Quantity	Unit Price	Factor	Total	
			Installation	5.00 x	\$116.25 x	1.1214 =	\$651.81	
	User Note: Structural Engineer							





### **AMENDMENT NO. 3**

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

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## **INVESTIGATIVE SERVICES**

### **GILA COUNTY SUPERIOR COURT**

**Effective** October 19, 2017, Gila County and Wilson Investigative Services entered into a contract whereby Wilson Investigative Services agreed to provide Investigative Services for the Gila County Superior Court.

**Amendment No. 1 to Professional Service Agreement No. 091517** was executed on December 13, 2017 to increase the contract amount by an amount of Five Thousand Six Hundred dollars and 00/100's (\$5,600.00).

**Amendment No. 2 to Service Agreement No. 091517**, was executed on June 13, 2018 to allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from July 1, 2018 to June 30, 2019, for a contract amount not to exceed Ten Thousand Four Hundred dollars and 00/100's (\$10,400.00) without prior written approval from the County.

**Professional Service Agreement No. 091517** will expire on June 30, 2019. **Per Article 11-Term**, Gila County shall have the right, at its sole option, to renew the contract for two (2) additional (1) year periods.


**Amendment No. 3 to Service Agreement No. 091517**, will allow for Gila County to exercise the option to renew the term of the Agreement for one (1) one (1) year term, from July 1, 2019 to June 30, 2020, for a contract amount not to exceed Ten Thousand Four Hundred dollars and 00/100's (\$10,400.00) without prior written approval from the County.

**Additionally, Amendment No. 3** will serve to decrease the dollar amount of the Amendment by Two Thousand Four Hundred dollars and 00/100's (\$2,400.00) for a contract amount not to exceed Eight Thousand dollars and 00/100's (\$8,000.00) 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 July 1, 2019 to June 30, 2020 period.

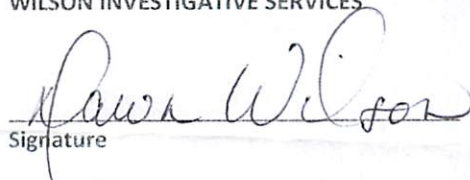
IN WITNESS WHEREOF, two (2) identical counterparts of this amendment, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this 15<sup>th</sup> day of May, 2019.

GILA COUNTY

  
James Menlove, County Manager

Date: 5.1.19

WILSON INVESTIGATIVE SERVICES

  
Signature

Dawn Wilson  
Print Name



## EXECUTIVE SUMMARY FORM

Contract Name: HOME #4066

Contract No.: 051519

**Statement of Purpose and Need (3-5 Sentences)** The purpose of this HOME project is, Health and safety but not limited, to Laminate floor install, install new refrigerator, stair case remodel, paint two bedrooms.

Contract End Date: 06-15-19

Renewal Option: ☐ Yes

☒ No

Maximum Dollar Limit: \$9,500.00

### Contract Information

Firm Name: Mountain Retreat Builders

Contact  
Person:

John Oddonetto

Address: 745 East Senita Drive

Phone No: 928-606-4674

City: Globe

State: AZ

Fax: \_\_\_\_\_

Email: Johnnyrayo58@gmail.com

Fund: Housing Rehabilitation/Community  
Services/ADOH 304-18 14.239/Home  
Federal/Support and care of persons Rehab grants  
expense

Type of Funds: ☐ Restricted

Fund Code: 2002.171.239.120.4320.72

☐ Grant

☐ General Fund

☐ Other

Special Notes:

**SERVICE AGREEMENT NO. 051519**

**HOME #4066**

**COMMUNITY SERVICES-HOUSING**

**THIS AGREEMENT**, made and entered into this 23<sup>rd</sup> day of may, 2019, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Mountain Retreat Builders, LLC, of the City of Globe, State of Arizona, hereinafter designated the Contractor.

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

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

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

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 051519** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 051519** 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. 051519**, 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 to the extent caused by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the

Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

**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](mailto: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 15, 2019.

**ARTICLE 15 - PAYMENT/BILLING:** Contractor shall be paid a flat fee of \$9,500.00 for completion of the projects as outlined in the Scope of Services.

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

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

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

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

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

**IN WITNESS WHEREOF,** Service Agreement No. 051519 has been duly executed by the parties hereinabove named, on the date and year first above written.

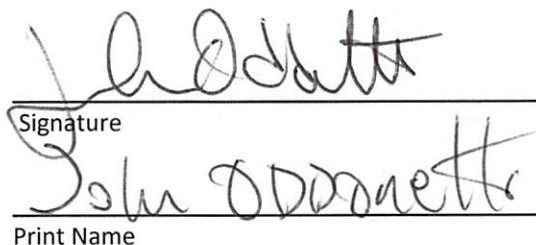
GILA COUNTY



James Menlove, County Manager

Date: 5.23.19

MOUNTAIN RETREAT BUILDERS, LLC



Signature  
John O'Donnell  
Print Name

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



HOME

## Scope of Work

(GCV)

### Client Information

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Project I.D. \_\_\_\_\_  
Household # 4066

### General Contractor Information

Company Name: M.R. Builders LLC  
Company License # B-170186  
Company Contact: John O'Donnet

There will be a group walkthrough conducted for this project at the time scheduled in the "Call to Bid" email for all interested companies. On the day of the walkthrough all interested companies will meet at the project location. All bid submissions are due five (5) business days after the call to bid e-mail is sent.

In addition to 'Total Project Cost', all quotes must have breakouts to include individual line item amounts and a Manual-J report for HVAC equipment modeled from the proposed Scope of Work and existing structure characteristics for this quote to be accepted as an official bid. Any submitted bid without line item amounts and/or a Manual-J for HVAC measures will be considered an invalid bid submission by Gila County Housing Services.

Project Total Bid: \$ 9,500<sup>00</sup>

Company Representative: \_\_\_\_\_

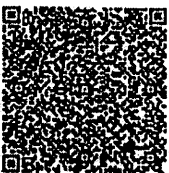
John O'Donnet  
(Signature)  
John O'Donnet  
(Clearly Print Name)

Title: \_\_\_\_\_

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

Owner

5-9<sup>th</sup>-2019



# Project Requirements

## Safe Work Practices

(SWS 2.0100.1, 2.0100.2)

All safe work practices must be followed always during the work process of the project. **All demolished materials and debris must be cleaned up and removed from around the property every work day.** All material and debris which is left on the property overnight on any workday may incur a financial penalty of \$100.00 charged to the awarded contractor. Any unpaid financial penalties at the end of the project may cause a delay in final payment until the payment is received.

## Performance

It is the awarded contractor's responsibility to strictly follow all local and federal codes which applies to each individual construction discipline found within the details of this Scope of Work. It is mandatory that the awarded contractor and each sub-contractor must follow all regulated building codes throughout the entire construction retro-fit process including but not limited to IBC, IMC, ASHRAE, IAPMO, NEC, NFPA 70, Manufacturer Instructions, and any other set of building regulations which may govern over the construction industry that applies to any specific line item found on this Scope of Work.

Each individual cost associated with every detailed line found on this Scope of Work must include all necessary parts, materials, fasteners, sealant, labor, freight, and taxes for a complete and functional system. Incidental items not mentioned, listed, or specifically called out for in the associated line details, for any measure of improvement within this contract, which can be reasonably and legitimately inferred to as belonging to the work described or to be necessary to meet any code or regulation, must be included in the cost to provide a complete working system or building assembly and must be furnished and properly installed as though it was specifically called out in every detail, in its entirety. It is the awarded contractor's responsibility and the responsibility of any sub-contractor which the awarded contractor chooses to employ, to possess the necessary knowledge and skills to perform their proclaimed construction discipline with a reasonable level of proficiency.

## Standard Work Specifications (sws)

All SWS guidelines are required to be followed always throughout the entire project. There is an online tool which can be found at <https://sws.nrel.gov> which is an interactive site that gives all definitions of work procedures as required by the Department of Energy. These specifications are required to be strictly observed for all WAP, CDBG, Gila County funded projects. Any measure of improvement detailed within this Scope of Work which is found to not follow the associated SWS will be considered an improper installation and the awarded contractor will be required to rework the measure at the contractor's expense in its entirety. If you have any questions or problems navigating this website, please contact the General Contractor for assistance.

## Critical Details

The "Home Performance Critical Details" are to be followed for all measures which it applies to. "Home Performance Critical Details" can be found at <https://swbhc.org>. This website has very important information about Weatherization's best practices and other extremely helpful information which is required to be followed to meet Gila County requirements. Please contact the General Contractor with any questions on this matter.

## Standards for Weatherization Materials

It is a requirement for the WAP and Department of Energy to only utilize the approved materials for all projects funded by the Department of Energy. The listing of the required materials can be found at <https://ecfr.gov>.

- Use the drop-down menu in the middle of the page and find 'Title 10 – Energy' then click 'GO'.
- At this point you must find 'Volume 3, Chapter II, 200-499' in the chart. Click on the blue link '200-499'.
- Scroll down until you find 'Part 440 – Weatherization Assistance for Low Income Persons'; click the blue link in the left column '440'. This is found in the 'Subchapter D – Energy Conservation' section of this directory.
- This will bring up the last directory where you will find the 'Appendix A to Part 440 – Standards for Weatherization Materials'. It is blue and found at the bottom of the listing. Click on this link.

This entire document defines the accepted materials which are required to be used on all WAP, CDBG, and Gila County funded projects. Please contact the General Contractor if you have any questions or problems navigating to this document.

## Permit & City Inspection

All Weatherization & Rehabilitation projects will have a permit pulled and will be inspected by the corresponding city or county building inspector prior to scheduling the final energy audit. Gila County will be purchasing the permit which will be waiting at the local permit office for the awarded contractor to sign and pick up prior to work starting. Any code violation found by the inspector at their final will need to be addressed by the awarded. Gila county will be responsible for purchasing the permit and the first inspection, any additional inspections (because of a code violation) will be at the awarded contractor's expense and responsibility to schedule. A copy of the permit must be posted on the inside of a window located at the front of the home. A passing final inspection report from the building inspector must be provided to the Housing Project Administrator to schedule for a final inspection and energy audit by the Housing Project Administrator.

### Install New Laminate Floor

Prepare surface properly and install new laminate floor in top floor of home and the bedrooms in the bottom part of the home. New laminate floor must include all fasteners, sealant, underlayment, baseboard trim, etc. as needed. There is a \$1.50 sq./ft. budget for the laminate material (this is not including underlayment, fasteners, sealant, etc.), all laminate flooring material will be on style throughout the home. Contractor is to work with homeowner to choose the style of laminate flooring to be installed.

Cost: 3,500<sup>00</sup>

### Install New Refrigerator

Install a new refrigerator and dispose of existing old refrigerator.

Cost: 1,500<sup>00</sup>

### Stair Case remodel

Re-do the landing at the top of the steps and the bottom of the steps the bottom step will be removed so that the clearance at the bottom of the steps has more clearance.

Cost: 4,000<sup>00</sup>

### Paint

Paint the 2-bedrooms downstairs with color of the home owner's choice.

Cost: 500<sup>00</sup>

Total 9,500<sup>00</sup>

**PROFESSIONAL SERVICE AGREEMENT NO. 051719**  
**HEALTH AND EMERGENCY SERVICES**  
**FAMILY PLANNING CONSULTING SERVICES**

**THIS AGREEMENT**, made and entered into this 23<sup>rd</sup> day of May, 2019, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **County**, and Suzanne Morse MSN, APRN-BC, CPE, RN-BC, of the City of Payson, County of Gila, State of Arizona, hereinafter designated the Subcontractor.

**WITNESSETH:** That the subcontractor, 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 agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I – SCOPE OF SERVICES:** The subcontractor shall assist in the fulfillment of the Counties contract with the Arizona Department of Health Services for Family Planning Services (ADHS), Contract No. HG86146.

The subcontractor agrees to obtain and keep current any and all State of Arizona licenses, certifications, and accreditations, and agrees that they possess experience as a Family Nurse Practitioner (FNP). If at any time during the term of the contract the subcontractor's licenses/certifications are revoked or rendered invalid, this agreement shall be terminated.

***Duties/Responsibilities***

The subcontractor shall provide reproductive health consulting and physical examination services and shall sign routine standing orders and review medical protocols related to family planning, all in accordance with the ADHS contract and under the general direction of the Health Director of the Office of Health. The subcontractor acknowledges receipt of a copy of the ADHS contract and understands and agrees that all services hereunder shall be provided in strict compliance with the ADHS contract. All services shall be provided in accordance with the professional and ethical standards applicable to Registered Nurses and Certified Family Nurse Practitioners.

The subcontractor shall:

1. Provide the County Division of Health and Community Services a copy of her current certifications and licensure requirements, current immunizations, current CPR card, and copies of all classes and certifications necessary to fulfill her responsibilities as the Nurse Practitioner.
2. Work collaboratively with a physician for consultation or referral on an as-need basis.
3. Sign an affidavit stating they have never been convicted of a felony or misdemeanor involving moral turpitude.
4. Attend the annual site visit by the state.
5. Follow all policies and procedures as defined by the Arizona Department of Health Services, Reproductive Health/Family Planning Program Policy and Procedure Manual.
6. Provide the County Division of Health and Community Services a list of clients and all data necessary for the quarterly quality assurance report monthly, along with an invoice for services provided that month by the 10<sup>th</sup> day of the following month.

### ***Reports and Records***

The record on a client at the time of physical examination and all other client records shall be retained in the County Office of Health.

The subcontractor is familiar with all record-retention and confidentiality requirements set forth in the ADHS contract and applicable federal and state laws and shall strictly comply with all such requirements in handling client records and information.

### ***Non-Assignment***

The subcontractor shall not assign any right or interest in this agreement without the Office of Health's prior written approval, nor shall the subcontractor delegate or subcontract any duty hereunder without the District's prior written approval. Any purported assignment, delegation or subcontract without the District's prior written approval shall be void.

### ***Independent Contractor***

In providing services hereunder, the subcontractor is an independent contractor and shall not be deemed an employee of the Office of Health and shall not be entitled to any benefits provided to the Office of Health employees. Taxes, Social Security and other amounts customarily withheld from the earnings of employees shall not be withheld from the compensation paid to the subcontractor.

**ARTICLE II – FEES:** As full and complete compensation for the services to be provided hereunder, the Office of Health shall pay to the subcontractor a monthly fee of:

- Initial and annual exams                      \$50.00 per visit
- Return/Follow-up visits                      \$25.00 per visit

At the end of the first month this agreement is in effect and at the end of each month thereafter, the subcontractor will submit to the County a demand in the amount of the monthly fee.

**ARTICLE III – TERMINATION:** Contract shall terminate thirty (30) days after written notice is received by either party to the other. Upon receipt of the notice, work in progress will be completed and any summaries and/or status reports shall be prepared and submitted, all within thirty (30) days. The County's financial obligation shall cover only the work performed up to the notice to terminate.

**ARTICLE IV - INDEMNIFICATION CLAUSE:** To the fullest extent allowed by the law, each party (as "Indemnitor") shall indemnify, defend and hold harmless the other party and its agents, representatives, officers, officials and employees (the "Indemnitees") from and against any and all claims, damages, losses and expenses (including but not limited to attorney fees, court costs of appellate proceedings) relating to, arising out of or resulting from the Indemnitor's negligent acts, errors, mistakes or omission in the performance of this agreement. The Indemnitor's duty to defend, hold harmless and indemnify the Indemnitee's shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to any person, or impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any negligent act, error, mistake or omission in the performance of this agreement (including those by any person whose negligent acts, errors, mistakes or omissions the Indemnitor may be liable).

**ARTICLE V – INSURANCE REQUIREMENTS:** The subcontractor shall maintain in force during the term of this agreement, at the subcontractor's expense, professional liability insurance, in the amount of no less than \$1,000,000.00 per occurrence and such other insurance as the County Risk Manager may reasonably require. The subcontractor shall provide the Office of Health with certificates of insurance evidencing all required policies and shall notify the Office of Health of any cancellation or decrease in the amount of coverage at least thirty (30) days before the effective date of such cancellation or decrease.

**ARTICLE VI – ASSIGNMENTS AND SUBCONTRACTS:** No rights or obligations of the Subcontractor under this agreement shall be assigned. No rights or obligations of the Contractor under this agreement shall be subcontracted by the Contractor without approval of the County. All subcontracts shall incorporate the laws, rules, and regulations governing this agreement. The approved subcontracts shall forward copies of such to the County Office of Health and shall retain originals on file.

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

**ARTICLE VIII – 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 IX – 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 by the County before the effective date of termination.

**ARTICLE X – TERM:** The term of the contract shall commence on June 1, 2019 and continue in full force and effect up through and including May 31, 2020, unless terminated, canceled or extended as otherwise provided herein. The subcontractor agrees that Gila County shall have the right, at its sole option, to renew the contract for three (3) additional one (1) year periods. In the event the County exercises such a right, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

**ARTICLE XI – PAYMENT:** Subcontractor shall be paid \$50.00 per initial visit and \$25.00 per return/follow-up visit as stated in Article II, but in no event shall payment exceed \$7,500.00 for the contract term without prior written approval from the County.

Gila County employs a "Net 15" payment term for professional services meaning the payment will be issued fifteen (15) days from the date the Accounts Payable Department receives the invoice from the Subcontractor. Purchase orders sent to the Subcontractor reflect these terms and conditions and they apply to all invoices received by the County.

The subcontractor 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 Subcontractor does not have a current W-9.

RECEIVED  
NOV 09 2019

All payment demands shall be submitted to Gila County Accounts Payable at 1400 E. Ash St., Globe, Arizona 85501, and contain the purchase order number, contract number, and description of services performed.

**IN WITNESS WHEREOF,** two (2) identical counterparts of this contract, each which shall include original signatures and for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

**GILA COUNTY MANAGER**

  
James Menlove

Date: 5.23.19

**SUBCONTRACTOR**

  
Suzanne Morse MSN, APRN-BC, CPE, RN-BC

Suzanne Morse APRN  
Print Name

**Regular BOS Meeting**

Meeting Date: 06/18/2019

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

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Information

Request/Subject

Revise Policy No. BOS-FIN-113-*Procurement* to reflect a change to Section 2(C)-*Formal Solicitation Bid Threshold* from \$50,000 to \$100,000.

Background Information

On November 20, 2018, the Board approved the new Procurement Policy (No. BOS-FIN-113). Section 2(C) Formal Solicitation Bid Threshold is currently set at \$50,000. The \$50,000 threshold limits the ability to solicit informal written quotes from small businesses and local suppliers. Staff proposes to increase the Informal Bid Threshold from \$50,000 to \$100,000 to streamline the ability to procure items with competitive three written quotes instead of a full formal bid process.

Chapter 23 of the Arizona Procurement Code, Part D., paragraph B states, *"Any procurement that does not exceed the aggregate dollar amount of less than one hundred thousand dollars shall be restricted, if practicable, to small businesses as defined in rules adopted by the director. The procurement officer shall rotate the small business solicited to compete for any procurement of less than one hundred thousand dollars. If it is impracticable to restrict a particular procurement to small businesses, the procurement officer shall make a determination setting forth the reasons and place it in the contract file."*

Evaluation

Increasing the Informal Solicitation bid threshold would allow Procurement the discretion to solicit three written quotes for items not to exceed \$100,000 when written quotes are a sensible alternative to the formal bid process. This change would expedite the purchasing process while maintaining the contract awards of \$50,000 or more at the Board of Supervisors discretion.

### Conclusion

Revise Policy No. BOS-FIN-113 - *Procurement* to reflect revision to Section 2(C) *Formal Solicitation Bid Threshold* from \$50,000 to \$100,000 to allow for a more streamlined procurement process.

### Recommendation

Staff recommends the revision made to Policy No. BOS-FIN-113-Procurement Section 2(C) to reflect the increase in the Informal Bid Threshold from \$50,000 to \$100,000.

This policy will be presented to the Board at a future Board of Supervisors' meeting for adoption once the Board has had time to review and ask questions of staff.

### Suggested Motion

Information/Discussion of a proposed revision to Policy No. BOS-FIN-113 - *Procurement* to reflect a change to Section 2 (C) which is an increase in the informal bid threshold from \$50,000 to \$100,000. **(Mary Springer)**

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### Attachments

Proposed Revised Policy No. BOS-FIN-113

Chapter 23-Arizona Procurement Code

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<b>Gila County Policy - Finance</b>  <b>Procurement</b>	<b>Policy Number: BOS-FIN-113</b>	<b>Page</b> <b>1 of 33</b>
	<b>Replaces:</b> <b>Adopted: 11-20-2018</b> <b>Revised: 06-25-2019</b>	

## 1. LEGAL AUTHORITY

The Gila County Board of Supervisors (the "Board") in accordance with A.R.S. § 254.01 C adopts this Procurement Policy (the "Procurement Policy") in compliance with the uniform accounting system prescribed by the auditor general under A.R.S § 41-1279.21.

## 2. PURPOSE

- A. This Procurement Policy provides for a uniform system of control to enhance accountability and transparency and increase public confidence in Gila County (the "County") procurement. The Procurement Policy identifies procedures for the acquisition of supplies and services, including construction, research and development, architect-engineer and commercial items. This Procurement Policy applies to expenditure of public funds irrespective of funding source, including state and federal assistance monies. The County shall comply with terms and conditions of any grant, gift, bequest, cooperative agreement, or federal or state guideline. In those cases where this Procurement Policy does not address a procurement situation, the Arizona State Procurement Code found in Title 41, Chapter 23 of the Arizona Revised Statutes will be followed.
- B. This is a general guide to the supplier selection techniques and level of competition required for procurement by the County in compliance with the Arizona Revised Statutes and are generally based upon the dollar value (threshold) of the estimated or projected dollar amount of the entire procurement.
- C.

Type	Dollar Amount	Supplier Selection Method
<b>Under Existing Vendor Contract</b>	Any Amount	No competition required. May request level of effort costs from several contracted vendors and accept the lowest estimate.
<b>Small Dollar Procurement</b>	\$0.01 to <\$5,000	Use adequate and reasonable competition. May use County credit card as payment method.
<b>Informal Solicitations</b>	\$5,000 to <\$100,000	A minimum of three documented written quotes required. May use County credit card as payment method.
<b>Formal Solicitations</b>	More than \$100,000	Formal Bid Process

<b>Gila County Policy - Finance</b>  <b>Procurement</b>	<b>Policy Number: BOS-FIN-113</b>	<b>Page</b> <b>2 of 33</b>
	<b>Replaces:</b> <b>Adopted: 11-20-2018</b> <b>Revised: 06-25-2019</b>	

### **3. SUPPLEMENTARY GENERAL PRINCIPLES OF LAW APPLICABLE**

- A. Unless expressly provided otherwise by a particular provision of this Procurement Policy, the principles of law and equity, including the Uniform Commercial Code as adopted by the State of Arizona, the common law of contracts as applied in the state of Arizona and law relative to agency, fraud, misrepresentation, duress, coercion and mistake or other applicable laws supplement the provisions of this Procurement Policy.

### **4. REQUIREMENT OF GOOD FAITH**

- A. This Procurement Policy and the Uniform Commercial Code adopted by the State of Arizona requires all parties involved in the negotiation, performance, or administration of County contracts to act with utmost good faith.

### **5. PROCUREMENT ETHICS**

- A. It is the policy of the County to promote the County's reputation for courtesy, fairness, impartiality, integrity, service economy, and government by law. The responsibility for implementing this Procurement Policy rests with each individual who participates in the procurement process, including the using department, suppliers, and procurement staff.

#### **1. Employee Ethics**

- a. No County employee, having official responsibility for a procurement transaction, shall represent the County in that transaction when the employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction.
- b. The employee, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee or partner, has a personal and substantial participation in the transaction, or owns or controls more than five (5%) of the firm.
- c. The employee, or any member of the employee's immediate family has a pecuniary interest arising from the transaction.
- d. The employee or any member of the employee's immediate family is negotiating, or has an arrangement concerning prospective employment with a bidder, offeror or contractor.
- e. No employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept any payment, loan,

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subscription, advance deposit of money, services, entertainment, gift or anything of more than a nominal value from any bidder, offeror, contractor or subcontractor.

## 2. Vendor Ethics

- a. No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance deposit of money, services or anything of more than nominal value, present or promised.
- b. No bidder, offeror, contractor or subcontractor shall give, demand or receive from any supplier, subcontractor, or competitor any bribe, kickback, or anything of value in return for participation in a procurement transaction or agreeing not to compete in a transaction.
- c. Reporting of Anticompetitive Practices. If for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the Procurement Officer and the County Attorney. This section does not require a law enforcement agency to investigate such practices to convey such notice to the Procurement Officer.

## 6. CONFIDENTIAL INFORMATION

### A. Confidential information shall be designated as follows:

1. If a person or legal entity (the "Disclosing Party") asserts that a bid, proposal, offer, specification, or protest contains trade secret or other proprietary information (the "Confidential Information") should be held in confidence by the County, the Disclosing Party shall include a statement with the submission supporting the assertion and advising the Procurement Officer or his/her designee of this fact. In addition, the Disclosing Party shall clearly mark any Confidential Information disclosed as "Confidential" wherever it appears. In no event shall contract terms and conditions, pricing, and information generally available to the public be considered Confidential Information.
2. The Confidential Information identified by the Disclosing Party as Confidential may not be disclosed until the Procurement Officer or designee makes a written determination.
3. The Procurement Officer or designee shall review the statement and the Confidential Information and determine in writing whether the Confidential

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Information shall be retained by the County and treated as Confidential Information or returned to the Disclosing Party. In making the determination, the Procurement Officer or designee may consult with the County Attorney. In either case, the Procurement Officer or designee shall inform the Disclosing Party in writing of such determination. Determinations are retained by the Procurement Group.

4. If the Confidential Information is retained by the County, the County shall use reasonable efforts to maintain the secrecy of the Confidential Information and disclose such Confidential Information only to County employees with a need to know for the purposes of evaluating the bid, proposal, offer, specification or protest of the Disclosing Party.
5. At the conclusion of the process (bid, protest or otherwise) for which the Confidential Information was disclosed the Confidential Information shall be returned to Disclosing Party or destroyed at the discretion of the Procurement Officer or designee.

## **7. AUTHORITY OF THE FINANCE DIRECTOR**

- A. The Finance Director shall serve as the Procurement Officer for the County and shall be responsible for the following:
  1. The purchase, renting, leasing or otherwise acquiring of all materials, services and construction, including all functions that pertain to the obtaining of any material, service or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
  2. Establishment of policies and procedures for the management of all inventories of materials.
  3. The sale, trade, or disposal of surplus materials belonging to the County in compliance with A.R.S. §11-251(9).
  4. Establish and maintain programs for the inspection, testing and acceptance of materials, services and construction.
  5. Supervise the County Procurement Group (the "Procurement Group") consisting of employees within the County that generally performs the following functions:

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- a. Research and request bid proposals and maintain vendor relationships to facilitate the preparation of all contractual agreements on behalf of the County;
  - b. Work with and supports all elected offices and departments within the County;
  - c. Operate as the point through which all County contracts will be processed to ensure proper administrative review prior to being submitted to the Procurement Officer, County Attorney's Office, County Manager or Board for approval.
  - d. Maintenance of a central file for all County contracts under an indexing system that will provide positive identification of all documents and facilitate document retrieval.
- 6. Delegate procurement authority to designees within the Procurement Group or other County governmental departments as may be required at the discretion of the Procurement Officer, provided that the delegation or any modification of authority shall be in writing and shall specify:
  - a. The scope and type of authority delegated or modified;
  - b. Any limits or restrictions on the exercise of the delegated authority; and
  - c. The duration of the delegation.

## **8. SOURCE SELECTION & CONTRACT FORMATION**

- A. In accordance with A.R.S. § 11-254.01 A, except as otherwise provided hereafter in paragraph C. (Sole Source Procurement); paragraph D. (Emergency Procurements); paragraph E. (Other Non-Procurement Contracts); and paragraph F. (Professional Services), all purchases of supplies, materials, equipment and contractual services, except professional services, made by the County having an estimated cost of more than One Hundred thousand (\$100,000) dollars per transaction shall be based on sealed, competitive bids.

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**B. Competitive Sealed Bidding or Competitive Sealed Proposals**

1. Invitation for Bids or Proposals. An Invitation for Bids shall be issued and shall include specifications, any applicable evaluation criteria, and all contractual terms and conditions specifically applicable to the procurement. Standard contractual terms and conditions may be included within the solicitation document or incorporated by reference.
2. Public Notice. Adequate public notice of the Invitation for Bids shall be given not less than twenty-one (21) days prior to the date set forth therein for the opening of bids. A shorter time may be deemed necessary for a procurement as determined in writing by the Procurement Group. The public notice shall state the place, date, and time of bid opening. Notice of the Invitation for Bids shall be posted on the County website, and a copy of the invitation for bids shall be available for public inspection.
3. Late Bids. A bid is late if it is received at the location designated in the Invitation for Bids after the time and date set for bid opening. The Procurement Group shall designate the governing clock. A late bid shall be rejected. A late bid shall not be opened except for, if necessary, identification purposes. Such bids shall be returned to the bidder. Bidders submitting bids that are rejected as late shall be so notified.
4. Bid Opening. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid and such other relevant information as the Procurement Officer deems appropriate, together with the name of each bidder, shall be recorded. In the event no attendees are present for bid opening, the sealed bids shall be opened by the Procurement Group and a "bid" or "no bid" may be recorded on the tabulation sheet. The bid may then be given to the appropriate person for recording. The attendance sheets shall indicate that there were no attendees present. Bids shall not be open for public inspection until after a contract is awarded. After contract award, the bids shall be available for public inspection, except to the extent that the withholding of information is permitted or required by law.
5. Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Procurement Policy. Bids shall be evaluated based on the requirements set forth in the Invitations for Bids, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. The Invitation for Bids shall set forth the evaluation

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criteria to be used. No criteria may be used in bid evaluation that is not set forth in the Invitation for Bids.

6. Discussion with Offerors. Discussions may be conducted with responsible offerors.
7. Negotiations with Responsible Offerors and Revisions to Proposals. Negotiations may be conducted with responsible offerors. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors.
  - a. Concurrent Negotiations. Negotiations may be conducted concurrently with responsible offerors for the purpose of determining source selection and/or contract award.
8. Exclusive Negotiations. Exclusive negotiations may be conducted with the responsible offeror whose proposal is determined in the selection process to be most advantageous to the County. Exclusive negotiations may be conducted subsequent to concurrent negotiations or may be conducted without requiring previous concurrent negotiations. Exclusive negotiations shall not constitute a contract award, nor shall it confer any property rights to the successful offeror. If exclusive negotiations are conducted and an agreement is not reached, the County may enter exclusive negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
9. Evaluation of Proposals
  - a. Selection Committee. The Procurement Officer or designee shall appoint a selection committee to evaluate the proposals and make a recommendation based on the criteria set forth in the request for proposals. No other factors or criteria may be used in the evaluation.
10. Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received in the Procurement Group prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended.

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After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interests of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

- a. The mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident; or
- b. The bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Procurement Officer.

#### 11. Contract Awards

- a. Contract awards shall be made by the County Manager or designee for those contracts under \$50,000.00, or if above \$50,000.00 by the Board, to the responsible offeror whose proposal is determined in writing to be the most advantageous to the County taking into consideration price and the other evaluation criteria set forth in the request for proposals.
- b. The contract file shall contain the basis on which the award is made.
- c. Contracts that are awarded with Federal grant funding shall require a search for debarment prior to contract award. The search shall be conducted on the System for Award Management, <https://sam.gov/portal/SAM/#1#1>.
- d. General. The contract shall be awarded by appropriate notice to the lowest responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids.
- e. Contract Award Based on Best Value. The contract may be awarded on best value analysis provided that the criteria for analysis were included in the Invitation for Bids. The contract shall be awarded by appropriate written notice to the response bidder determined to be the best value to the County and whose bid conforms in all material respects to requirements and criteria set forth in the Invitation for Bids.

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- f. Exceeding Available Funds. In the event the low responsive and responsible bid for a construction project exceeds available funds and such bid does not exceed such funds by more than five (5%) percent, the Procurement Officer or designee is authorized, when time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds.
  - g. Public Record. After the County approves a contract execution, the bids shall be available for public inspection.
  - h. Low Tie Bids. If there are two or more low responsive bids from responsible bidders that are identical in price and that meet all of the requirements and criteria set forth in the Invitation for Bids, award may be made by random selection in a manner prescribed by the Procurement Officer.
  - i. Each month a report will be compiled by the Finance Department for contracts signed by the County Manager under \$50,000.00 and presented to the Board on the consent agenda in the following month regularly scheduled Board meeting.
- C. Sole Source Procurement. A contract may be awarded without competition when the Procurement Officer determines in writing, after conducting a good faith review of available sources, that there is only one source for the required material, service or construction item. The requesting department shall provide written evidence to support a sole source determination. The Procurement Officer may require that negotiations are conducted as to price, delivery and terms. The Procurement Officer may require the submission of cost or pricing data in connection with an award under this section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist.
- D. Emergency Procurements. The Procurement Officer may make or authorize others to make emergency procurements of materials, services or construction items when there exists a threat to public health, welfare, property or safety or if a situation exists which makes compliance contrary to the public interest; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. An emergency procurement shall be limited to those materials, services or construction necessary to satisfy the emergency need. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

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- E. Other Non-Procurement Contracts. The County may enter into other types of contractual arrangements which do not involve the acquisition of materials, services, equipment or construction. The County Manager or designee may approve these contracts if they do not obligate the County for more than two (2) years or involve expenditures to the other party of more than \$50,000.00. Examples of contractual arrangements include but are not limited to:
1. Acquisition and leasing of interests in real property
  2. Subordination agreements
  3. Lien Releases
  4. Franchises
  5. Licenses
  6. Software license agreements
  7. Use permits
  8. Revenue agreements
  9. Excise tax certification
- F. Professional Services. Professional services are those services rendered by a person/firm engaging in a recognized discipline that necessarily requires advanced training and specialized knowledge to perform. Such services typically result from the predominant use in intellectual skills rather than physical skills. Professional services for the purposes of this Procurement Policy include but are not limited to:
1. Attorneys
  2. Contractual services used by counties when issuing bonds, including consultants, underwriters, and bond servicing companies
  3. Architects
  4. Court reporters
  5. Physicians, nurse practitioners, physical therapists
  6. Mental health therapists and psychiatrists
  7. Engineers
  8. Land surveyors
  9. Geologists
  10. Hydrologists
  11. Real estate appraisers

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12. Financial advising services
13. Auditors, except for the State Auditor General

As authorized by A.R.S. § 41-2581 and in accordance with A.R.S. § 11-254.01 D, the contract for professional services may be awarded without competitive bids pursuant to the following policies:

- a. The Procurement Officer shall encourage persons or firms engaged in the lawful practice of the professional services listed above desiring to provide the services to the County submit annually a statement of qualifications and experience on a prescribed form which shall include, but not be limited to the following information:
  - Technical education and training;
  - General or special experience, certifications, licenses, and memberships in professional associations, societies, or boards; and;
  - Any other relevant information requested by the purchasing agency.
- b. Persons or firms who have submitted statement of qualifications may submit additional information or change information that was previously submitted at any time.
- c. A County department requiring professional services will prepare a scope of work and purchase requisition and forward it to the Procurement Officer for processing. Based on the scope of work and the professional services required, the Procurement Officer shall provide a notice of the need for such professional services to persons or firms who have submitted statement of qualifications for those professional services. The Procurement Officer or designee of such officer may conduct discussions with any offerors who submit a proposal to provide the professional services to determine the offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.
- d. The contract award shall be made to the offeror determined in writing by the Procurement Officer to be best qualified based on the evaluation factors set forth in the request for qualifications and after

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a written determination that the compensation is fair and reasonable. Selection may be made pursuant to the provisions of this section without requiring pricing proposals, but if price is included in proposals submitted, no contract may be awarded solely on the basis of price.

#### **G. Cancellation of Solicitations**

1. Cancellation of Solicitation. An invitation for bids, a request for proposals, a request for qualifications or other solicitation may be cancelled, or any or all bids, proposals or statement of qualifications may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interests of the County. Each solicitation issued by the County shall state that the solicitation may be cancelled and that any bid, proposal or statement of qualification may be rejected in whole or in part when in the best interests of the County.
2. Prior to Opening
  - a. As used in this Section, "opening" means the date and time set for opening of bids, receipt of statements of qualifications or receipt of proposals in competitive sealed proposals.
  - b. Prior to opening, a solicitation may be cancelled in whole or in part when the Procurement Group determines in writing that such action is in the County's best interest for reasons including but not limited to:
    - 1) The County no longer requires the materials, services, or construction;
    - 2) The County no longer can reasonably expect to fund the procurement; or
    - 3) Proposed amendments to the solicitation would be of such magnitude that a new solicitation is desirable.
  - c. When a solicitation is cancelled prior to opening, notice of cancellation shall be sent to all persons solicited.
  - d. The notice of cancellation shall:
    - 1) Identify the solicitation;

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- 2) Briefly explain the reason for cancellation; and
  - 3) Where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurements of similar materials, services or construction.
3. After Opening
- a. After opening but prior to award, all bids, proposals or requests for qualifications may be rejected in whole or in part when the Procurement Officer or designee determines in writing that such action is in the County's best interest for reasons including but not limited to:
    - 1) The materials, services, or construction being procured are no longer required;
    - 2) Ambiguous or otherwise inadequate specifications or scopes of work were part of the solicitation;
    - 3) The solicitation did not provide for consideration of all factors of significance to the County;
    - 4) Prices exceed available funds and it would not be appropriate to adjust quantities to come within available funds;
    - 5) All otherwise acceptable bids, statements of qualifications or proposals received are at clearly unreasonable prices; or
      - i. There is reason to believe that the bids, statements of qualifications or proposals may not have been independently arrived at in open competition, may have been collusive, or may have been submitted in bad faith. A notice of rejection shall be sent to all persons that submitted bids, statements of qualifications or proposals.
      - ii. If all bids, proposals, or request for qualifications are rejected, all bids, proposals or statements received shall remain, to the extent possible, confidential.
4. Documentation. The reasons for cancellation or rejection shall be made a part of the procurement file and shall be available for public inspection.

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#### H. Rejection of Individual Bids, Proposals or Statements of Qualifications

1. A bid or proposal may be rejected if:
  - a. The bidder is determined to be non-responsive;
  - b. The bid is nonresponsive;
  - c. The proposed price, unless prohibited, is unreasonable; or
  - d. It is otherwise not advantageous to the County.
2. Reasons for rejection shall be provided to the unsuccessful bidders or offerors.

#### I. Responsibility of Bidders and Offerors

1. Factors to be considered in determining if a prospective bidder or offeror is responsible include:
  - a. The proposed bidder or offeror 's financial, physical, personnel or other resources, including subcontracts;
  - b. The proposed bidder or offeror's record of performance and integrity;
  - c. Whether the proposed bidder or offeror is qualified legally to contract with the County; and
  - d. Whether the proposed bidder or offeror supplied all necessary information concerning its responsibility;
  - e. Whether the proposed bidder or offeror is currently on a debarment list.
2. The Procurement Officer or designee may establish specific responsibility criteria for a particular procurement. Any specific responsibility criteria shall be set forth in the solicitation.
3. Determination of Non-responsibility. If a bidder or offeror who otherwise would have been awarded a contract is found non-responsive, a written finding of non-responsibility, setting forth the basis of the finding, shall be prepared by the Procurement Officer. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a finding of non-responsibility

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with respect to such bidder or offeror. The final determination shall be made part of the contract file and be made a public record.

**J. Bid and Contract Security, Material or Service Contracts**

1. The Procurement Officer or designee may require the submission of security to guarantee faithful bid and contract performance. In determining the amount and type of security required for each contract, the Procurement Officer or designee shall consider the nature of the performance and the need for future protection to the County. The requirement for security must be included in the invitation for bids or request for proposals. Failure to submit security in the amount and type of security required may result in the rejection of the bid, statement of qualifications or proposal.

**K. Contract Term**

1. Subject to the following guidelines, unless otherwise provided by law, a contract for materials or services may be entered into for any period of time deemed to be in the best interest of the County, if the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and monies are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.
  - a. Contracts for materials and services shall have a specific term (date of commencement and expiration date).
  - b. A contract that does not exceed one (1) year may be approved by the County Manager or designee, if it is also for a contract amount less than \$50,000.
  - c. A contract that exceeds one (1) year in duration shall be approved by the Board and should not obligate the County for more than four (4) years.
  - d. Contracts between the County and a state or federal agency using a contract form that was developed by that agency and that the agency uses in its ordinary course of business may be for longer than four (4) years and will not require separate Board approval.

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- e. With Board approval, other contracts may exceed four (4) years. Examples of such contracts include real-property lease agreements, rights-of-way agreements for utility companies, and contracts that allow the County to use limited financial resources in the most effective and efficient manner. Contracts may have a provision that allows for renewal if the County has the option not to renew.
  2. Prior to use of a multi-term contract, it shall be determined that:
    - a. Estimated requirements cover the period of the contract and are reasonably firm and continuing;
    - b. The contract will serve the best interests of the County by encouraging effective competition or otherwise promoting economies in County procurement.
  3. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract may be cancelled by the County and the contractor may be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
- L. Right to Inspect. The County may, at reasonable times, inspect the part of the plant or place of business of a contractor, consultant or any subcontractor or sub-consultant that is related to the performance of any contract awarded or to be awarded by the County.
- M. Right to Audit Records
  1. The County may, at reasonable times and places, audit the books and records of any person who submits cost or pricing data to the extent that the books and records relate to the awarded contract. Any person who receives a contract, change order or contract modification for which cost or pricing data is required shall maintain the books and records that relate to the cost or pricing data for three years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing by the Procurement Officer.
  2. The County is entitled to audit the books and records of a contractor, consultant or any subcontractor or sub-consultant under any contract or subcontract to the extent that the books and records relate to the performance of the contract or subcontract. The books and records shall be maintained by the contractor for a period of five (5) years from the date

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of final payment under the prime contractor or consultant, and by the subcontractor or sub-consultant for a period of five (5) years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Procurement Officer.

**N. Prospective Vendors Lists**

1. The Procurement Group shall maintain a prospective vendors list. Inclusion of the name of a person shall not indicate whether the person is responsible concerning a particular procurement or otherwise capable of successfully performing a County contract.
2. Persons desiring to be included on the prospective vendors list may notify the Procurement Group or may register with the Procurement Group in-person. The Procurement Group may remove a person from the prospective vendors list if it is determined that inclusion is not advantageous to the County.
3. It shall be the vendor's sole responsibility to ensure that vendor registration information is current and active.

**O. Contract Form and Execution.** All contracts and amendments, regardless of value shall be approved by the appropriate authority in the County prior to authorization to proceed. All contracts entered into under this Procurement Policy shall be executed in the name of the County by the County Manager or designee for contracts under \$50,000.00 or if above \$50,000.00 by the Board. The County Manager or designee may execute an amendment to any contract initially approved by the Board as long as the amendment does not alter the scope of the contract or the monetary commitment of the original Board award.

1. **Grant Contracts.** Grant Contracts due to the various complexities and time requirements, often necessitate immediate approval to take advantage of available funds. Based on the requirements/restrictions imposed by the grantor it may not always possible to follow the approved Procurement Policy. As such, grant contracts may be expedited by requesting that, with the approval of the Procurement Officer and County Manager, the Chairman of the Board of ~~Supervisors~~ execute the contract to be subsequently ratified by the Board, regardless of value. Grant applications submitted and approved by the County Manager which automatically become contracts must be submitted to the Board of ~~Supervisors~~ for ratification.

**P. Assignment of Rights and Duties -** The rights and duties of a County contract are not transferable or otherwise assignable without the written consent of the Procurement Officer.

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## **9. SPECIFICATIONS**

### **A. Maximum Practicable Competition**

1. All specifications shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the County's needs and shall not be unduly restrictive.
  - a. To the extent practicable and unless otherwise permitted by this Procurement Policy, all specifications shall describe the County's requirements in a manner that does not unnecessarily exclude a material, service or construction item.
  - b. Proprietary specifications shall not be used unless the Procurement Officer determines in writing that such specifications are required by demonstrable technological justification and that it is not practicable or advantageous to use a less restrictive specification. Past success in the material's performance, traditional purchasing practices or inconvenience of drawing specifications do not justify the use of proprietary specifications.
2. When practicable, the County shall use accepted commercial specifications and shall procure standard commercial materials.
3. Brand Name
  - a. A brand name or equal specification may be used when the Procurement staff determines that use of brand name or equal specifications is advantageous to the County.
  - b. A brand name specification may be prepared and utilized only if the Procurement staff makes a written determination that only the identified brand name item will satisfy the County's needs.

## **10. PROCUREMENT OF CONSTRUCTION**

- A. All contracts entered into under this section 13.10 shall be executed in the name of the County by the County Manager for contracts under \$50,000.00 or if above \$50,000.00 by the Board in accordance with the requirements of A.R.S. §Title 34 and this Procurement Policy.

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- B. Procurement of Construction. Contracts for construction shall be solicited through a competitive sealed bid process for the procurement of Construction Services, Small Purchases, Sole Source Procurement, Emergency Procurements and Special Procurements in accordance with the requirements of A.R.S. §Title 34 and this Procurement Policy.
- C. Procurement of Professional Design Services. Contracts for professional design services with an estimated contract amount not to exceed (\$250,000) shall be solicited through a request for qualifications Small Purchases, Sole Source Procurement, Emergency Procurements, Special Procurements, and Direct Selection of Pre-Qualified Technical Registrants
- D. Procurement of Construction Services. Contracts for construction services shall be solicited through a build, design- build, and construction-manager-at-risk or job-order-contracting selection process utilizing a request for qualifications Small Purchases, Sole Source Procurement, Emergency Procurement and Special Procurements process.
- E. Construction by County Employees. A building, structure, addition or alteration of a public facility may be constructed by the County internal labor force if the cost does not exceed the amount established and adjusted each year in accordance with A.R.S. §34-201.
- F. Direct Selection of Pre-Qualified Technical Registrants
  - 1. If the procurement is by direct selection, a written determination by the County Engineer citing the basis of award and for the selection of the particular technical registrant shall be included in the contract file. The best interests of the County shall be considered in each instance.
  - 2. The Procurement Group shall maintain a list of technical registrants who are properly licensed with the State of Arizona Board of Technical Registration, that have expressed an interest in performing work for the County and have provided evidence of their professional qualifications for such work. The list may be categorized to reflect the person or firm's primary field of expertise. Persons or firms desiring to be included on the pre-qualified list may notify the Procurement Group or may register with the Procurement Group in-person.
  - 3. The Procurement Officer will notify each person or firm listed on the register annually of their status. An invitation published in the local publication inviting the updating of their professional qualifications.

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4. Firms who have failed to provide satisfactory evidence of qualifications or have performed unsatisfactorily during the past twelve (12) months may be removed from the pre-qualified vendor list.
- F. Non-substantial Failure to Comply. The Procurement Officer may determine that noncompliance with any provision of this section is non-substantial and may allow for correction or may waive minor informalities or irregularities.

## **11. CONTRACT CLAUSES**

- A. Contract Clauses. All County contracts for supplies, services and construction shall include provisions necessary to define the responsibilities and rights of the parties to the contract. The Procurement Group, after consultation with the County Attorney, may issue clauses appropriate for material, service or construction contracts, addressing among others the following subjects:
1. The unilateral right of the County to order in-writing changes in the work within the scope of the contract;
  2. The unilateral right of the County to order in writing temporary stopping of the work or delaying performance that does not alter the scope of the contract;
  3. Variations occurring between estimated quantities of work in contract and actual quantities;
  4. Defective pricing;
  5. Liquidated damages;
  6. Specified excuses for delay or nonperformance;
  7. Termination of the contract for default;
  8. Termination of the contract in whole or in part for the convenience of the County;
  9. Suspension of work on a construction project ordered by the County;
  10. Site conditions differing from those indicated in the contract, or ordinarily encountered, except that a differing site conditions clause need not be included in a contract;

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11. When the contract is negotiated;
12. When the contractor provides the site or design; or
13. When the parties have otherwise agreed with respect to the risk of differing site conditions.

**B. Price Adjustments.**

Adjustments in price resulting from the use of contract clauses shall be computed in one or more of the following ways:

1. The agreement on a fixed price adjustment before commencement of the pertinent performance or as soon as practicable;
2. The modification to the unit prices specified in the contract;
3. The costs attributable to the events or situations under the clauses;
4. In other manner as the contracting parties may mutually agree;
5. In the absence of agreement by the parties, by a unilateral determination by the County of the costs attributable to the events or situations under such clauses with adjustment of profit or fee as computed by the County.

## **12. COST PRINCIPLES**

The Procurement Officer or designee may establish cost principles that will be used to determine the allowable incurred costs for the purpose of reimbursing costs pursuant to written contract provisions that provide for the reimbursement of costs.

**A. Price Adjusting**

1. A contractor may be required to submit cost or pricing data if any adjustment in contract price is requested to the provisions.
2. Written adjustment of pricing may contain any of the following:
  - a. The contract price is based on adequate price competition.
  - b. The contract price is based on established catalogue prices or market prices.

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- c. Contract prices are set by law or regulation.

### **13. LEGAL AND CONTRACTUAL REMEDIES**

- A. Right to Protest Solicitations and Contract Awards. Any actual or prospective bidder, respondent, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest with the Procurement Officer and appeal the protest decision of the Procurement Officer to the County Manager.
- B. Resolution of Protests. The Procurement Officer shall have authority to resolve protests.
- C. Appeals from the decisions of the Procurement Officer may be made to the County Manager.
- D. Filing of a Protest
1. Content of Protest: The protest shall be in writing and shall include the following information:
    - a. The name, address and telephone number of the protestant;
    - b. The signature of the protestant or its representative;
    - c. Identification of the solicitation or contract number;
    - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
    - e. The form of relief requested.
- E. Time for Filing Protests
1. Protests Concerning Improprieties in a Solicitation.
    - a. Protests based upon alleged improprieties in a solicitation that are apparent before the solicitation due date shall be filed not less than five (5) working days before the solicitation due date.
  2. Protests shall be filed within ten (10) days after issuance of notification of award or issuance of notice of intent to award.

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3. The Procurement Officer, without waiving the County's right to dismiss the protest for lack of timeliness, may consider any protest that is not filed timely.
4. The Procurement Officer shall give notice of the protest to the successful contractor if award has been made or, if no award has been made, to all interested parties. Interested parties have the right to intervene.
5. Stay of Procurements during the Protest. In the event of a timely protest, the County may proceed further with the solicitation or with the award of the contract unless the Procurement Officer makes a written determination that there is a reasonable probability that the protest will be sustained or that the stay of procurement is not contrary to the substantial interests of the County.
6. Confidential Information
  - a. Material submitted by a protestant shall not be withheld from any interested party except to the extent that the withholding of information is permitted or required by law.
  - b. If the protestant believes that the protest contains Confidential Information, the provisions of Section 3.6 shall apply.
7. Decision by the Procurement Officer
  - a. The Procurement Officer shall issue a written decision within fourteen (14) days after a protest has been filed. The decision shall contain an explanation of the basis of the decision. The time for the Procurement Officer's response may be extended for good cause up to thirty (30) calendar days. The Procurement Officer shall notify the protestant in writing that the time for the issuance of a decision has been extended, and the date by which a decision will be issued.
  - b. The Procurement Officer shall furnish a copy of the decision to the protestant, by certified mail, return receipt requested, or by any other method including facsimile or electronically, that provides evidence of receipt.
  - c. If the Procurement Officer fails to issue a decision within the time limits, the protestant may proceed as if the Procurement Officer had issued an adverse decision.

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## 8. Protest Remedies

- a. If the Procurement Officer sustains the protest in whole or part and determines that a solicitation, evaluation process, proposed contract award or contract award does not comply with this Procurement Policy, the Procurement Officer shall implement an appropriate remedy.
- b. In determining an appropriate remedy, the Procurement Officer shall consider all the circumstances surrounding the procurement or proposed procurement including, but not limited to, the seriousness of the procurement deficiency, the degree of prejudice to other interested parties or to the integrity of the procurement system, the good faith of the parties, the extent of performance, costs to the County, the urgency of the procurement and the impact of the relief on the using agency's mission.
- c. An appropriate remedy may include one or more of the following:
  - 1) Decline to exercise an option to renew under the contract;
  - 2) Reject all bids, responses or proposals;
  - 3) Terminate the contract;
  - 4) Reissue the solicitation;
  - 5) Issue a new solicitation;
  - 6) Award a contract consistent with the procurement code; or
  - 7) Such other relief as is determined necessary to ensure compliance with this Procurement Policy.

## 9. Appeals to the County Manager

- a. An appeal from a decision entered or deemed to be entered by the Procurement Officer shall be filed with the County Manager within seven (7) days from the date the decision is issued. The appellant shall also file a copy of the appeal with the Procurement Officer.
- b. Content of Appeal. The appeal shall contain:

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- 1) Content of the protest;
- 2) A copy of the decision of the Procurement Officer; and
- 3) The precise factual or legal error in the decision of the Procurement Officer from which an appeal is taken.

10. Notice of Appeal

- a. The Procurement Director shall give notice of the appeal to the successful contractor if award has been made or, if no award has been made, to interested parties. Such interested parties shall have the right to request copies of the appeal and to intervene in the proceedings.
- b. The Procurement Officer shall, upon request, furnish copies of the appeal to those interested parties.

11. Stay of Procurement during Appeal. If an appeal is filed during the procurement and before an award of a contract and the procurement or award of the contract was stayed by the Procurement Officer, the filing of an appeal shall automatically continue the stay unless the Procurement Officer makes a written determination that the procurement or award of the contract without delay is necessary to protect substantial interests of the County.

12. Procurement Officer Report. The Procurement Officer shall file a report on the appeal with the County Manager within seven (7) days from the date the appeal is filed. At the same time, the Procurement Officer shall furnish a copy of the report to the appellant by certified mail, return receipt requested, and to any interested parties. The report shall contain copies of:

- a. The appeal;
- b. Any other documents that are relevant to the protest; and
- c. A statement by the Procurement Officer setting forth findings, actions, recommendations and any additional evidence or information necessary to determine the validity of the appeal.

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13. Comments on Report

- a. The appellant shall file comments on the Procurement Officer's report with the County Manager within seven (7) days after receipt of the report. Copies of the comments shall be provided by the appellant to the Procurement Director and all other interested parties. The comments must contain a statement or confirmation as to the appellant's requested form of relief.

14. County Manager's Decision on Appeal

- a. After review of the Procurement Officer's report and the appellant's comments, the County Manager shall make a decision on the appeal and notify the appellant in writing of such decision within seven (7) days after the decision. The decision of the County Manager shall provide an explanation of the decision and a response to appellant's requested form of relief. The decision of the County Manager shall be final.

15. Filing of Contract Claims and Controversies

- a. Content of Claim: The claim shall be in writing and shall include the following information:
  - 1) The name, address and telephone number of the claimant;
  - 2) The signature of the claimant or its representative;
  - 3) Identification of the solicitation or contract number;
  - 4) A detailed statement of the legal and factual grounds of the claim including copies of relevant documents; and
  - 5) The form of relief requested.

16. Resolution of Contract Claims and Controversies. The Procurement Officer or designee administering a contract in consultation with the County Manager and County Attorney shall have the authority to settle and resolve any contract claims and controversies. If a contract claim or controversy cannot be resolved by mutual agreement of the parties, the County or the contractor may pursue any legal remedy set forth in the contract or authorized by law.

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#### **14. DEBARMENT**

- A. Authority to Debar or Suspend. The Procurement Officer in consultation with the County Manager and County Attorney shall have the authority to debar or suspend a person from participating in County procurements.
- B. Initiation of Debarment. Upon receipt of information concerning a possible cause for debarment the Procurement Officer may investigate the possible cause and make a determination. If after investigation, the Procurement Officer has a reasonable basis to believe that a cause for debarment exists, the Procurement Officer may debar a person in accordance with this Procurement Policy.
- C. Debarment or suspension causes shall be limited to:
  - 1. Conviction of any person or any affiliate of any person for commission of a criminal offense arising out of obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
  - 2. Conviction of any person or any affiliate of any person under any statute of the federal government, this state or any other state for embezzlement, theft, fraudulent schemes and artifices, fraudulent schemes and practices, bid rigging, perjury, forgery, bribery, falsification or destruction of records, or receiving stolen property; or any other offense indicating a lack of business integrity or business honesty that currently seriously and directly affects responsibility as a County contractor and which conviction arises out of or obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
  - 3. Conviction or civil judgment finding a violation by any person or affiliate of any person under state or federal antitrust statutes arising out of the response to a solicitation.
  - 4. Violations of contract provisions within three (3) years of current debarment action, as set forth below, of a character that is reasonably deemed to be so serious as to justify debarment action:
    - a. Abandonment of a contract without good cause;
    - b. Knowingly fails without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - c. Failure to perform or unsatisfactory performance in accordance with the terms of one or more contracts, except that failure to perform or

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unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.

- d. Additionally, any other cause that the Procurement Officer reasonably determines to be so serious and compelling as to affect responsibility as a County contractor, including suspension or debarment of such person or any affiliate of such person by another governmental entity for any cause listed in this section.
- D. Matters Not Proper for Debarment or Suspension - any conviction or judgment dated more than three (3) years prior to the notice of suspension or notice of debarment shall not be a basis for any debarment or suspension of a person or an affiliate of a person.
- E. Period of Debarment
1. The period of time for a debarment shall not exceed three (3) years from the date of the debarment determination.
  2. If debarment is based solely upon debarment by another governmental agency, the period of debarment may run concurrently with the period established by that other debarring agency.
- F. Notice. The Procurement Officer shall notify the person in writing within seven (7) days by certified mail, return receipt requested, of the debarment action. The person may submit a request in writing to the Procurement Officer for reconsideration of the debarment action ~~hearing~~ within fourteen (14) days of issuance of the debarment action.
- G. Notice to Affiliates
1. If the Procurement Officer proposes to debar an affiliate, the affiliate shall have a right to provide the Procurement Officer with mitigating circumstances.
  2. The affiliate shall advise the Procurement Officer in writing within thirty (30) days of receipt of the notice of a hearing of its intention to appear. Failure to provide written notice of appearance within the thirty (30) day period shall be a waiver of the right to appear in the hearing.

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H. Imputed Knowledge

1. Improper conduct by a person may be imputed to an affiliate for purposes of debarment where the impropriety occurred in connection with the affiliate's duties for or on behalf of, or with the knowledge or approval of, the contractor.
2. The improper conduct of a person or its affiliate having a contract with a contractor may be imputed to the contractor for purposes of debarment where the impropriety occurred in connection with the person's duties for or on behalf of, or with the knowledge, or approval of the contractor.

I. Reinstatement

1. The Procurement Officer may at any time after a final decision on debarment reinstate a debarred person or rescind the debarment upon a determination that the cause upon which the debarment is based no longer exists.
2. Any debarred person may request reinstatement by submitting a petition to the County Manager supported by documentary evidence showing that the cause for debarment no longer exists or has been substantially mitigated.
3. The decision on reinstatement shall be in writing and specify the factors on which it is based.

J. Limited Participation. The Procurement Officer may allow a debarred person to participate in County contracts on a limited basis during the debarment period upon a written determination that participation is advantageous to the County. The determination shall specify the factors on which it is based and define the extent of the limits imposed.

K. Suspension. The Procurement Officer may suspend a person from receiving any award in order to protect the County's interests.

L. Period and Scope of Suspension. The period of suspension shall not be more than sixty (60) days unless the Procurement Officer is informed of compelling reasons to extend the period of suspension.

M. Suspension Notice

1. The Procurement Officer shall notify the person suspended by certified mail, return receipt requested.

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2. The notice of suspension shall state:
  - a. The basis for suspension;
  - b. The period, including dates, of the suspension; and
  - c. That bids or proposals shall not be solicited or accepted from the person and, if received, will not be considered.

**N. Master List for Suspension and Debarment.**

1. The Procurement Officer or designee shall maintain a Master List of debarments and suspensions.
2. The Master List shall show at a minimum the following information:
  - a. The names and vendor number of those persons whom the County has debarred or suspended.
  - b. The basis of authority for the action.
  - c. The period of debarment or suspension, including the expiration date.
  - d. The name of the debarring or suspending agency, if the County's debarment or suspension is based on debarment or suspension by another governmental agency.
3. The Master List shall include a separate section listing persons voluntarily excluded from participation in County contracts.

**O. Judicial Review of Protests, Claims or Controversies, Debarments or Suspensions.** Any final decision of the Procurement Officer of a protest, claim or controversy, debarment or suspension under this Procurement Policy is subject to judicial review by any party to the proceeding. Exhaustion of the procedures set forth in this Procurement Policy shall be a condition precedent to seeking judicial review and the complaint seeking review shall be filed within thirty (30) days of the final decision. by the Board

**P. Exclusive Remedy.** With exception to a law to the contrary, this Procurement Policy shall provide the exclusive procedure for asserting a claim or cause of action against the County arising in relation to any procurement conducted under this Procurement Policy.

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## **15. COOPERATIVE PROCUREMENT**

- A. The Procurement Officer shall have the authority to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more eligible procurement units in accordance with an agreement entered into between the participants when it is in the best interest of the County.
- B. Cooperative Procurement Agreements Required.
  1. The County is not authorized to participate in cooperative purchasing unless, prior to the solicitation, an Intergovernmental Procurement agreement is executed between the parties. All agreements entered into shall be signed and approved by the Board.
  2. Cooperative Purchasing Authorized.
    - a. The County may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more eligible procurement units in accordance with an agreement entered into between the participants. Parties under a cooperative purchasing agreement may:
      1. Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services, or construction.
      2. Cooperatively use materials or services.
      3. Commonly use or share warehousing facilities, capital equipment and other facilities.
      4. Provide personnel, except that the requesting eligible procurement unit may pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.
      5. Upon request, make available to other public procurement units informational, technical or other services that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational or technical services has the right to request

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reimbursement for the reasonable and necessary costs of providing such services.

3. General Services Administration (GSA) Purchasing Authorized.
  - a. The Procurement Officer may authorize purchases under the GSA contracts which specifically allow cooperative purchases by other governmental agencies if it is in the County's best interest to do so.

## **16. PROCUREMENT OF CAPITAL ASSETS**

- A. The Counties may record capital assets on the capital assets list as items are received or at fiscal year-end. A separate acquisitions list should be maintained during the year to help support the reconciliation of the previous year's capital assets list to the current year's capital assets list and the reconciliation of capital assets acquisitions to total capital expenditures. Counties may receive federal, state or local grants, contracts or other programs to acquire capital assets. Title to such assets may transfer to the county under the terms of the program agreement. The assets should be capitalized and reported in the county's financial statements until the agreement requires their return. Counties should dispose of assets under such programs in accordance with program requirements.
- B. Disposal of capital assets requires the using department to complete a County Property Disposition Request Form, so the asset can be removed from the capital asset list and properly accounted for in the County's financial statements. The Finance Department will determine the appropriate disposal method and any monetary value received from the disposal of capital assets will be returned to the appropriate fund.

## **17. DISPOSAL OF CAPITAL ASSETS.**

Counties may record capital assets on the capital assets list as items are received or at fiscal year-end. A separate acquisitions list should be maintained during the year to help support the reconciliation of the previous year's capital assets list to the current year's capital assets list and the reconciliation of capital assets acquisitions to total capital expenditures. Counties may receive federal, state or local grants, contracts or other programs to acquire capital assets. Title to such assets may transfer to the county under the terms of the program agreement. The assets should be capitalized and reported in the county's financial statements until the agreement requires their return. Counties should dispose of assets under such programs in accordance with program requirements.

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**SIGNATURE:**

\_\_\_\_\_  
**CHAIRMAN, BOARD OF SUPERVISORS**

\_\_\_\_\_  
**DATE**

**Chapter 23**  
**Arizona Procurement Code**

**Part D. Procurements Not Exceeding the Amount Prescribed in A.R.S. §41-2535**

**§ 41-2535. Procurements not exceeding a prescribed amount; small businesses; simplified construction procurement program**

- A. Any procurement that does not exceed the aggregate dollar amount of one hundred thousand dollars may be made in accordance with rules adopted by the director, except that the procurements shall be made with such competition as is practicable under the circumstances.
- B. Any procurement that does not exceed the aggregate dollar amount of less than one hundred thousand dollars shall be restricted, if practicable, to small businesses as defined in rules adopted by the director. The procurement officer shall rotate the small business solicited to compete for any procurement of less than one hundred thousand dollars. If it is impracticable to restrict a particular procurement to small businesses, the procurement officer shall make a determination setting forth the reasons and place it in the contract file.
- C. Procurement requirements shall not be artificially divided or fragmented so as to constitute a purchase under this section and to circumvent the source selection procedures required by section 41-2533 or 41-2534 or be artificially combined to circumvent this section.
- D. A procurement involving construction not exceeding one hundred thousand dollars may be made pursuant to rules adopted by the director in accordance with this section that shall be known as the simplified construction procurement program. At a minimum the rules shall require that:
  - 1. A list be maintained of persons who desire to receive solicitations to bid on construction projects to which additions shall be permitted throughout the year.
  - 2. The list of persons be available for public inspection.
  - 3. Agreements for construction be on forms approved by the director.
  - 4. All information submitted by bidders pursuant to this section be confidential according to section 41-2533, subsection D.
  - 5. All bids for construction be opened at a public opening.
  - 6. All persons desiring to submit bids be treated equitably and the information related to each project be available to all eligible persons.
  - 7. Competition for construction projects under the simplified construction procurement program be encouraged to the maximum extent possible.

**R2-7-D301. Applicability**

For purchases not exceeding the amount prescribed in A.R.S. § 41-2535, including construction, the agency chief procurement officer shall issue a request for quotation under R2-7-D302 unless any of the following apply:

- 1. The purchase can be made from a state or agency contract;
- 2. The purchase can be made from a set-aside organization as established in Article 10;

**ARF-5518**

**Work Session Item 7. B.**

**Regular BOS Meeting**

Meeting Date: 06/18/2019

Submitted By: Kelly Riggs, Information Technology Director

Department: Deputy County Mgr/Library District

Division: Information Technology

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Information

Request/Subject

Proposed new Gila County Information Technology policies.

Background Information

The Information Technology Department has many processes in place to manage and maintain Gila County information systems, but does not have any written policies to guide the effective management of these systems. The development of new information technology policies support the ongoing corrective action plans detailed in the County's response to security audit findings. The policies were reviewed and revised as necessary by the County Attorney's Civil Division. The policy committee also reviewed the proposed policies and provided further revisions in May 2019.

Evaluation

The recent financial security audits identified a lack of policies and deficiencies in the existing Gila County's information technology policies. The corrective action plan detailed to the Auditor General identified creating security policies to provide effective control measures over the County's information technology processes.

Conclusion

The following new policies need to be adopted by the Board of Supervisors: Policy No. BOS-IT-002-*Information Security Access Control*; Policy No. BOS-IT-003-*Information Security Risk Assessment*; and Policy No. BOS-IT-004-*Contingency Plan for County Information Systems*.

Recommendation

Administration recommends the Board of Supervisors' consideration to adopt new proposed information technology policies (as listed above) at a future Board meeting.

Suggested Motion

Information/Discussion regarding the following proposed new Information Technology policies: Policy No. BOS-IT-002 - *Information Security Access Controls*; Policy No. BOS-IT-003 - *Information Security Risk Assessment*; and Policy No. BOS-IT-004 - *Contingency Plan for County Information Systems*. **(Kelly Riggs)**

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Attachments

BOS-IT-002 Information Security Access Control

BOS-IT-003 Information Security Risk Assessment

BOS-IT-004 Contingency Plan for County Information Systems

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<b>Gila County Policy – I.T.</b>	<b>Policy Number: BOS-IT-002</b>	<b>Page</b>
<b>Information Security Access Control</b>	<b>Replaces:</b>	<b>1 of 3</b>
	<b>Adopted:</b>	
	<b>Revised:</b>	

## 1. Purpose

The Information Security Access Control Policy (Access Control Policy) establishes procedural guidelines for the effective implementation of selected security access controls and enhancements. The Access Control Policy and its associated procedures are designed to assist Gila County (the “County”) to implement information security best practices with regard to logical security, account management, and remote access.

## 2. Policy

The County has chosen to adopt the Access Control principles established in National Institute of Standards and Technology (NIST) SP 800-53 Rev. 4 “Access Control,” Control Family guidelines, as its official policy. The following subsections outline the Information Security Access Control standards that constitute the Access Control Policy. The Gila County Information Technology (GCIT) department shall adhere to this policy and demonstrate compliance with the policy in relation to the standards documented.

### A. Access Control Policy Updates

GCIT will review the Access Control Policy annually and make changes as needed.

### B. GCIT Account Management Functions

- Identify and select types of accounts, groups and role memberships as required to support organizational missions/business functions, and when applicable, approve account managers for specific information system accounts;
- specify authorized users of the information system, group and role membership, and access authorizations and other attributes (as required) for each account;
- authorize access to systems upon notification from County department heads/elected officials or system account managers with approval to create, change or delete information system accounts;
- terminate access to systems upon notification from County department heads/elected officials, system account managers or Human Resources staff when users are terminated or transferred, accounts are no longer required, and if individual information system usage or need-to-know changes;
- monitor the use of information system accounts, and review accounts for compliance with account management requirements;
- provide group/shared account credentials to a designated group account coordinator.

### C. Access Enforcement

GCIT uses automated systems to approve authorizations for logical access to information and system resources.

### D. Information Flow Enforcement

The information system enforces approved authorizations for controlling the flow of information within the system and between interconnected systems.

<b>Gila County Policy – I.T.</b>  <b>Information Security Access Control</b>	<b>Policy Number: BOS-IT-002</b>	<b>Page</b>
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#### **E. Separation of Duties**

GCIT separates user accounts based on duties and defines information system access authorizations to support separation of duties.

#### **F. Least Privilege**

Gila County employs the principle of least privilege, allowing only authorized accesses for users (or processes acting on behalf of users) that are necessary to accomplish assigned tasks in accordance with organizational missions and business functions.

#### **G. Unsuccessful Logon Attempts**

Automated systems limit the number of consecutive invalid logon attempts by a user to 3; and automatically lock the account/node until released by an administrator or after a 30-minute period of time has elapsed.

#### **H. System Use Notifications**

Information systems display a message to users before granting access that provides privacy and security notices consistent with applicable federal laws, executive orders, directives, policies, regulations, standards, and guidance. The notice will state:

Users are accessing the Gila County information system. Information system usage may be monitored, recorded and subject to audit. Unauthorized use of the information system is prohibited and subject to criminal and civil penalties. Use of the information system indicates consent to monitoring and recording.

The notification message or banner will be retained on the screen until users acknowledge the usage conditions and take explicit actions to log on or further access the information system

#### **I. Previous Logon Notification**

Where applicable, information systems notify the user, upon successful logon (access) to the system, of the date and time of the last logon (access).

#### **J. Session Lock and Termination**

The information system prevents further access to the system by initiating a session lock after a period of inactivity or upon receiving a request from a user, and retains the session lock until the user reestablishes access using established identification and authentication procedures.

#### **K. Permitted Actions Without Identification or Authorization**

The County identifies actions that can be performed on the information system without identification or authentication consistent with organizational missions/business functions, and documents and provides supporting rationale in the security plan of the information system for any such actions.

<b>Gila County Policy – I.T.</b>  <b>Information Security Access Control</b>	<b>Policy Number: BOS-IT-002</b>	<b>Page</b>
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#### **L. Remote Access**

The County establishes and documents usage restrictions, configuration/connection requirements, and implementation guidance for each type of remote access allowed and authorizes remote access to the information system prior to allowing such connections.

#### **M. Wireless Access and Mobile Device Access**

The County restricts access to the operational wireless connection via encrypted password and permits open access to the guest wireless network.

#### **N. Use of External Information Systems**

The County establishes terms and conditions, consistent with any trust relationships established with other organizations owning, operating, and/or maintaining external information systems, allowing authorized individuals to access the information system from external information systems and process, store, or transmit organization-controlled information using external information systems.

#### **O. Information Sharing**

The County facilitates information sharing by enabling authorized users to determine whether access authorizations assigned to the sharing partner match the access restrictions on the information.

#### **P. Publicly Accessible Content**

The County designates individuals authorized to post information onto a publicly accessible information system and trains authorized individuals to ensure that publicly accessible information does not contain nonpublic information. The County reviews the proposed content of information prior to posting onto the publicly accessible information system to ensure that nonpublic information is not included and removes such information.

**SIGNATURE:**

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**CHAIRMAN, BOARD OF SUPERVISORS**

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**DATE**

<b>Gila County Policy – I.T.</b>  <b>Information Security Risk Assessment</b>	<b>Policy Number: BOS-IT-003</b>	<b>Page</b>
	<b>Replaces:</b>	
	<b>Adopted:</b> <b>Revised:</b>	<b>1 of 2</b>

## **1. Purpose**

This Information Security Risk Assessment Policy (Risk Assessment Policy) establishes a risk assessment program including the categorization and assessment of risk associated with Gila County (the “County”) information assets, information leakage, and network vulnerabilities. The Risk Assessment Policy and associated plans augment the County’s mission by proactively identifying and rating threats and vulnerabilities, which can result in consequences (impact). The categorization/rating of risk requires the County to rank risk as it relates to the County exposure to liabilities associated with compliance and information security threats which may exist.

## **2. Policy**

The County has chosen to adopt the Risk Assessment principles established in National Institute of Standards and Technology (NIST) SP 800-53 Rev 4 “Guide for Conducting Risk Assessments”. The following subsections outline the Risk Assessment standards that constitute the County policy. The Gila County Information Technology (GCIT) department shall adhere to this policy and demonstrate compliance with the policy in relation to the standards documented.

### **A. Risk Assessment Policy Updates**

GCIT will review the Risk Assessment Policy annually and make changes as needed.

### **B. Security Categorization**

GCIT will categorize information and the information systems in accordance with applicable federal laws, executive orders, directives, policies, regulations, standards, and guidance.

GCIT will document the security categorization results (including supporting rationale) in the security plan for the information systems and ensure that the authorizing official or authorizing official designated representative reviews and approves the security categorization decision.

### **C. Risk Assessment**

GCIT will conduct an assessment of risk on a biannual basis. This assessment will include the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of the information system and the information it processes, stores, or transmits.

GCIT will document, review and disseminate the risk assessment results in a risk assessment report.

GCIT will immediately trigger a risk assessment whenever there are significant changes to the information system or environment of operation (including the identification of new threats and vulnerabilities), or other conditions that may impact the security state of the system.

<b>Gila County Policy – I.T.</b>  <b>Information Security Risk Assessment</b>	<b>Policy Number: BOS-IT-003</b>	<b>Page</b>
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#### **D. Vulnerability Scanning**

GCIT will scan for vulnerabilities in the information system and hosted applications biannually and when new vulnerabilities potentially affecting the system/applications are identified and reported.

GCIT will employ a software-based vulnerability scanning tool to automate parts of the vulnerability management process by using standards for:

- enumerating platforms, software flaws, and improper configurations;
- formatting checklists and test procedures; and
- measuring vulnerability impact.

GCIT will analyze vulnerability scan reports and results from security control assessments and remediate legitimate vulnerabilities in accordance with an organizational assessment of risk.

**SIGNATURE:**

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**CHAIRMAN, BOARD OF SUPERVISORS**

\_\_\_\_\_  
**DATE**

<b>Gila County Policy – I.T.</b>	<b>Policy Number: BOS-IT-004</b>	<b>Page</b>
<b>Contingency Plan for County Information Systems</b>	<b>Replaces:</b> <b>Adopted:</b> <b>Revised:</b>	<b>1 of 3</b>

## 1. Purpose

The Contingency Planning Policy for County Information Systems (Contingency Planning Policy) establishes procedural guidelines to manage information security risks resulting from information asset disruptions, failures, and disasters. This Contingency Planning Policy and its associated procedures are designed to assist Gila County (the “County”) to implement security best practices with regard to County business continuity and disaster recovery.

## 2. Policy

The County has chosen to adopt the contingency planning principles established in National Institute of Standards and Technology (NIST) SP 800-34 “Contingency Planning Guide for Federal Information Systems” and NIST SP 800-53 Rev. 4 “Contingency Planning”, Control Family guidelines, as its official policy. The following subsections outline the Information Security Contingency Planning standards that constitute the Contingency Planning Policy. The Gila County Information Technology (GCIT) department shall adhere to this policy and demonstrate compliance with the policy in relation to the standards documented.

### A. Contingency Planning Policy Updates

GCIT will review the Contingency Planning Policy annually and make changes as needed.

### B. Contingency Plan

The contingency plan for the County information systems:

- identifies essential missions and business functions and associated contingency requirements;
- provides recovery objectives, restoration priorities, and metrics;
- addresses contingency roles, responsibilities, assigned individuals with contact information;
- addresses maintaining essential missions and business functions despite an information asset disruption, compromise, or failure;
- addresses eventual, full information asset restoration without deterioration of the security measures originally planned and implemented; and
- is reviewed and approved periodically by designated officials within the County.

GCIT:

- distributes copies of the contingency plan to relevant system owners and stakeholders;
- coordinates contingency planning activities with incident handling activities;
- reviews the contingency plan for the information asset;
- updates the contingency plan to address changes to the organization, information asset, or environment of operation and problems encountered during contingency plan implementation, execution, or testing;
- communicates contingency plan changes to relevant system owners and stakeholders; and
- protects the contingency plan from unauthorized disclosure and modification.

<b>Gila County Policy – I.T.</b>	<b>Policy Number: BOS-IT-004</b>	<b>Page</b>
<b>Contingency Plan for County Information Systems</b>	<b>Replaces:</b>	
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### **C. Contingency Training**

GCIT provides contingency training to information system users consistent with assigned roles and responsibilities within the County.

### **D. Contingency Plan Testing**

GCIT tests the contingency plan for the information systems annually to determine the effectiveness of the plan and the organizational readiness to execute the plan and will also review the contingency plan test results to initiate corrective actions, if needed.

### **E. Alternate Storage Site**

GCIT establishes an alternate storage site including necessary agreements to permit the storage and retrieval of information system backup information. GCIT will ensure that the alternate storage site provides information security safeguards equivalent to that of the primary site.

### **F. Alternate Processing Site**

GCIT establishes an alternate data processing site including necessary agreements to permit the transfer and resumption of essential missions/business functions when the primary processing capabilities are unavailable. GCIT will ensure equipment and supplies required to transfer and resume operations are available at the alternate processing site or contracts are in place to support delivery to the site within the organization-defined time period for transfer/resumption. GCIT will ensure that the alternate processing site provides information security safeguards equivalent to those of the primary site.

### **G. Telecommunications Services**

GCIT establishes alternative telecommunications services including necessary agreements to permit the resumption of essential missions and business functions when the primary telecommunications capabilities are unavailable at either the primary or alternate processing or storage sites.

### **H. Information System Backup**

GCIT conducts backups of user-level and system-level information contained in the information system. GCIT also conducts backups of information system documentation including security-related documentation, and protects the confidentiality, integrity, and availability of backup information at storage locations.

### **I. Information System Recovery and Reconstitution**

GCIT provides for the recovery and reconstitution of the information system to a known state after a disruption, compromise, or failure.

### **J. Alternate Communication Protocols**

The information system provides the capability to employ alternative communications protocols in support of maintaining continuity of operations.

<b>Gila County Policy – I.T.</b>	<b>Policy Number: BOS-IT-004</b>	<b>Page</b>
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#### **K. Alternative Security Mechanisms**

Where possible, the County employs defined alternative or supplemental security mechanisms for satisfying organization-defined security functions when the primary means of implementing the security function is unavailable or compromised.

**SIGNATURE:**

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**CHAIRMAN, BOARD OF SUPERVISORS**

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**DATE**