

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT THE GILA COUNTY COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 610 E. HIGHWAY 260, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

---

## **REGULAR MEETING - TUESDAY, FEBRUARY 4, 2020 - 10:00 A.M.**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **PRESENTATIONS:**
  - A. Recognition of Gila County employees who have been employed for 5, 10, 15, 20, 25 and 30 years as of 2019. **(Erica Raymond)**
  - B. Information/Discussion regarding the Community Development Department's Building Safety and Planning & Zoning Divisions. **(Scott Buzan)**
3. **REGULAR AGENDA ITEMS:**
  - A. Information/Discussion/Action to authorize the Sheriff's Office electronic submission of the annual Arizona 9-1-1 Grant Program Application to the Arizona Department of Administration, Office of Grants and Federal Resources in the amount of \$325,418 to support FY2021 Gila 9-1-1 Network Operations. **(Debra Williams)**
  - B. Information/Discussion/Action to accept or reject a Citizens' Petition to begin the process to establish E. Granny Jones Lane from SR 288 to the north boundary of parcel 305-26-007H, also shown as Parcel 3A on Record of Survey 4053, Gila County Records, as a primitive road. **(Steve Sanders)**

- C. Information/Discussion/Action to review the bid submitted for Request for Proposals No. 102119-*Consultation Services: Health Prevention and Surveillance Services*; award to Guild Health Consulting in the amount of \$100,000; and authorize the Chairman's signature on the award contract. **(Michael O'Driscoll)**
- D. Information/Discussion/Action to authorize the advertisement of Request for Qualifications No. 010220-*Indigent Defense Attorney Services* as outlined in the solicitation. **(Jonathan Bearup)**
- E. Information/Discussion/Action to adopt revised Policy BOS-HRS-625-*Personnel Commission* changing the election of the Chairperson from an annual basis to a four-year term. **(Shelley McPherson)**
- F. Information/Discussion/Action to approve the Gila County Attorney's application to use monies from the Gila County Anti-Racketeering Fund pursuant to A.R.S. § 13-2314.03 to pay the outstanding tax lien against Gila County parcel number 305-40-031 to prevent foreclosure of the property and then to reimburse the fund for the tax lien payment from the proceeds of the sale of the property. **(Jeff Dalton)**
- G. Information/Discussion/Action to determine the County's position on the issue regarding the Forest Service 203 Road. **(Woody Cline)**
- H. Information/Discussion/Action to appoint Mr. Bill Marshall to the Board of Directors of The Industrial Development Authority of the County of Gila, Arizona (IDA) for a term of office that will expire on December 31, 2025. **(Woody Cline)**

- I. Information/Discussion/Action to approve Professional Services Contract No. 020120 with Bose Public Affairs Group, which will terminate Contract No. 071014-2 to continue providing lobbying and consulting services at the federal government level to Gila County in the amount of \$84,000 per year (at a rate of \$7,000 per month) plus up to \$4,000 in travel related expenses, effective February 1, 2020, through June 30, 2021. **(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. Adoption of an Order designating polling places and the appointment of poll workers and election board workers for the purpose of conducting the March 17, 2020 Presidential Preference Election.
- B. Acknowledgment of the election of Janice Chesser and the reappointment of Linda Oddonetto to the Community Action Program Advisory Board for the term beginning January 1, 2020, through December 31, 2023.
- C. Approval of the January 21, 2020 and January 28, 2020, Board of Supervisors' meeting minutes.
- D. Acknowledgement of the December 2019 monthly activity report submitted by the Clerk of the Superior Court's Office.
- E. Acknowledgment of the December 2019 monthly activity report submitted by the Recorder's Office.
- F. Acknowledgment of the December 2019 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

- G. Acknowledgment of the December 2019 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.
  - H. Acknowledgment of the December 2019 monthly activity report submitted by the Globe Regional Constable's Office.
  - I. Acknowledgement of the December 2019 monthly activity report submitted by the Payson Regional Constable's Office.
5. **CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.
6. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

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

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

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



**ARF-5843**

**Presentation 2. A.**

**Regular BOS Meeting**

Meeting Date: 02/04/2020

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Department: Human Resources

---

Information

Request/Subject

2019 Gila County Employee Service Awards Presentation.

Background Information

n/a

Evaluation

n/a

Conclusion

n/a

Recommendation

n/a

Suggested Motion

Recognition of Gila County employees who have been employed for 5, 10, 15, 20, 25 and 30 years as of 2019. **(Erica Raymond)**

---

Attachments

2019 Gila County Service Awards

---

# 2019 Gila County Service Awards

| 5 years             |                         | 10 years              |                         | 20 Years            |                     |
|---------------------|-------------------------|-----------------------|-------------------------|---------------------|---------------------|
| Barajas, Marion R   | Facilities & Land Mgmnt | Berumen, Teri K       | Assessor                | deRoulhac, Darde G  | Public Works        |
| Baty, Todd          | County Attorney         | Campos, Antonella     | Public Fiduciary        | Homan, Thomas H     | Public Works        |
| Blevins, Debra D    | Emergency Services      | Chagolla, Robert      | Sheriff                 | Salas, Michele L    | Child Support       |
| Brown, Lowell J     | Sheriff                 | Cunningham, Alex      | Facilities & Land Mgmnt | Worthey, Violeta A  | Sheriff             |
| Cross, James D      | Sheriff                 | Etter, Patrice        | Clerk of Superior Court | Zaragoza, Anita L   | Probation           |
| DeSpain, Julianne R | Probation               | Gann, Mark S          | Public Works            |                     |                     |
| Dirks, Brian C      | Sheriff                 | Garcia, Victoria L    | Sheriff                 | 25 Years            |                     |
| Gonzales, Mathew    | Probation               | Gildersleeve, Debra L | Probation               | Alvino, Pamela M    | Treasurer           |
| Guadiana, Veronica  | Superior Court Div 2    | Haynie, Wade K        | Sheriff                 | Bowman, Leona       | Community Services  |
| Johnson, Robert J   | Public Works            | Hensley, Thoreina     | Sheriff                 | Griego, Teresa M    | Superior Court      |
| LaBonte, Cole R     | Sheriff                 | Laforge, Earl D       | Public Works            | Kenyon, Celia L     | Superior Court      |
| Loya, Shealene      | Community Development   | Miller, Megan A       | Clerk of Superior Court | Pennell, Yodona M   | Library Districts   |
| Lutye, Heather      | County Attorney         | Overholt, Debra L     | County Attorney         |                     |                     |
| McPherson, Shelley  | Human Resources         | Pratt, Kari E         | Child Support           | 30 Years            |                     |
| Moore, Diana L      | Assessor                | Scales, Ramona V      | Health                  | Navarro, Mary Y     | Globe Justice Court |
| Moore, Jerry M      | Facilities & Land Mgmnt | Teague, Marcus J JR   | Sheriff                 | Olivarez, Gilbert T | Sheriff             |
| Nader, Emily        | Superior Court          |                       |                         | Savage, Daniel C    | Public Works        |
| Padgett, Penni L    | Sheriff                 | 15 years              |                         |                     |                     |
| Palmer, Jessica L   | Health                  | Aliprandini, Susan M  | School Superintendent   |                     |                     |
| Payne, Dwight J     | Sheriff                 | Bingham, Sadie J      | Recorder                |                     |                     |
| Richardson, Jessica | County Attorney         | Casillas, Stephanie M | Sheriff                 |                     |                     |
| Romero, Barbara A   | Probation               | Fane, Joann S         | Sheriff                 |                     |                     |
| Scott, Kyle C       | Public Works            | Feezor, Kristine L    | Sheriff                 |                     |                     |
| Simpson, Justin     | Public Works            | Harmon, Nichole M     | County Attorney         |                     |                     |
| Smith, Cassidy R    | Sheriff                 | Hornung, David        | Sheriff                 |                     |                     |
| Smith, Kimberly K   | Probation               | Kenney, Erich J       | Sheriff                 |                     |                     |
| Todd, Travis W      | Sheriff                 | Osborn, Jared C       | Sheriff                 |                     |                     |
|                     |                         | Pontel, Larry B       | Probation               |                     |                     |
|                     |                         | Soden, Jeremy         | Probation               |                     |                     |
|                     |                         | Solberg, Justin M     | Sheriff                 |                     |                     |
|                     |                         | Vuksanovich, Michele  | Public Works            |                     |                     |



**ARF-5874**

**Presentation 2. B.**

**Regular BOS Meeting**

Meeting Date: 02/04/2020

Submitted For: Scott Buzan, Community Development Director

Submitted By: Scott Buzan, Community Development Director

Department: Community Development

---

Information

Request/Subject

Community Development Department Presentation for Building Safety and Planning & Zoning Divisions - 2019 Highlights and 2020 Goals.

Background Information

N/A

Evaluation

N/A

Conclusion

N/A

Recommendation

N/A

Suggested Motion

Information/Discussion regarding the Community Development Department's Building Safety and Planning & Zoning Divisions. **(Scott Buzan)**

---

Attachments

Com Dev Presentation

---

# GILA COUNTY COMMUNITY DEVELOPMENT

*STRIVING TO PROVIDE THE HIGHEST MEASURE OF CUSTOMER SERVICE*

February 4, 2020 Board of Supervisors Meeting





Globe Office



Payson Office

TEAM COM DEV

# COMMUNITY DEVELOPMENT DEPARTMENT - WHO WE ARE AND WHAT WE DO

BUILDING SAFETY - PLANNING & ZONING - CODE ENFORCEMENT - WASTEWATER

Operating under the “One Stop Shop” concept

## BUILDING SAFETY DIVISION

Regulates the construction, demolition and occupancy of all buildings within the unincorporated areas of Gila County.

Our primary mission is to insure safety while providing a better quality of life for the residents of Gila County.

- Building Code Enforcement
- Building Code Education
- Building Permits
- Building Plan Review
- Building Inspections
- Site Plan Reviews
- Problem Solving

Work closely with Planning & Zoning, Code Enforcement, Wastewater, Floodplain, Grading and Drainage

## PLANNING & ZONING DIVISION

To conserve and promote the public health, safety and general welfare by guiding and accomplishing a coordinated, adjusted and harmonious County development and future growth.

- Comprehensive Master Plan
- Planning
- Enforcement, interpretation and revising of the Zoning Ordinance
- Educating the public about County zoning regulations
- Pre-application meetings
- Rezoning of land
- Variances
- Administrative Variances
- Use Permits
- Conditional Use Permits
- Temporary Use Permits
- Development Plans
- Preliminary and Final Subdivision Plats
- Subdivision Ordinance
- Minor Land Divisions
- Lot Line Adjustments
- Record of Surveys

Work with, submit applications and make recommendations to the Board of Adjustment and Planning & Zoning Commission.

Work closely with Building Safety, Code Enforcement, and Wastewater.



# 2019 HIGHLIGHTS & ACHIEVEMENTS

## BUILDING SAFETY

- Processed 454 PDIs
- 1282 Building permits
- 98 SFR building permits
- 56 Commercial permits
- \$19.6 million in new construction valuation
- 649 Plan reviews
- 6,882 Inspections
- 46,156 Inspector miles driven
- Next day inspections
- Quarterly contractor & owner builder meetings
- Began use of Skype for certain types of inspections
- Building Inspector on KMOG radio show

## PLANNING & ZONING

- 18 Pre-application meetings (introduced in April)
- 10 Variances
- 50 Administrative Variances
- 5 Rezoning
- 11 Use Permits
- 1 Conditional Use Permits
- 4 Temporary Use Permits
- 9 Development Plans
- 1 Comprehensive Plan Amendment
- 16 applications heard by the Board of Adjustment and 10 by Planning & Zoning Commission
- Revised all zoning applications, instruction sheets, and checklists - Uploaded to County website
- Planner began a complete rewrite of the Zoning Ordinance
- Working with a developer on a 10 lot subdivision - East of Globe
- 2 New RV parks - Tonto Basin
- 2 Wedding venues - Pine & Strawberry
- Bakery - Strawberry
- 8-10 room lodge - Pine
- Development of 16 single family residences - Pine



# LOOKING AHEAD IN 2020

- Installation of an information monitor - Payson
- Safer and more secure lobby - Payson
- Approval of the rewritten Zoning Ordinance
- 2 Permit Techs to obtain ICC Permit Tech certification
- Plan Reviewer to obtain ICC ADA certification
- Building Inspector to obtain ICC Building Inspector certification
- Permit software (Trakit) training - Health and Public Works Department staff participating
- Research the feasibility and cost to convert to a web-based version of the Trakit software and obtaining additional Trakit modules in order provide improved services to our customers such as self-scheduling of inspections, check online the status on plans in review, and emailing inspection results while still on the job site.
- Adoption of the 2018 International Building Codes and Building Code Ordinance
- Building Official to meet with realtors in Globe and Payson
- Continue to offer our services to the Towns of Hayden and Winkelman through an IGA
- IGAs in place with both the Town of Payson and City of Globe to allow us to permit and inspect County buildings in their jurisdictions
- Ready and able to permit, plan review, and inspect all new and remodeled County buildings

# QUESTIONS?

“A customer is the most important visitor on our premises, he is not dependent on us. We are dependent on him. He is not an interruption in our work. He is the purpose of it. He is not an outsider in our business. He is part of it. We are not doing him a favor by serving him. He is doing us a favor by giving us an opportunity to do so.”

Mahatma Gandhi

**ARF-5819**

**Regular Agenda Item 3. A.**

**Regular BOS Meeting**

Meeting Date: 02/04/2020

Submitted For: Adam Shepherd, Sheriff

Submitted By: Debra Williams, 911 Coordinator

Department: Sheriff's Office

Fiscal Year: FY2021

Budgeted?: Yes

Contract Dates 07/01/2020 through

Grant?: Yes

Begin & End: 06/30/2021

Matching No

Fund?: Renewal

Requirement?:

---

Information

Request/Subject

Annual Arizona 9-1-1 Program Grant Application to Support FY2021 Gila 9-1-1 Network Operations

Background Information

Per the attached Arizona Department of Administration (ADOA), Office of Grants and Federal Resources, Notice of Funding Availability (NOFA) for fiscal year 2021, the System Administrator is responsible to apply for funding on behalf of all Public Safety Answering Points (PSAPs) within the 9-1-1 System. The Gila 9-1-1 Systems consists of the Gila County Sheriff's Office PSAP and the Payson Police Department PSAP. A Memorandum of Understanding or Intergovernmental Agreement (IGA) for funding management is required between the administering agency and all PSAPs. The IGA between Gila County and the Town of Payson is undergoing minor revisions. Once completed, it will be presented to the Gila County Board of Supervisors and the Payson Town Council prior to June 30, 2020, as required by the NOFA.

In a change from past years, in addition to requesting funding for the 9-1-1 ESInet infrastructure, the State 9-1-1 program office is taking into consideration requests for qualified expenses that support other PSAP operations. These expenses are listed on the attached BOSDraftBudget.pdf spreadsheet as NEW.

Evaluation

The baseline operational request totals \$202,001; new qualified expenses total \$123,417. Total grant application amount is \$325,418. Funding for PSAP personnel is not provided by this grant.

The application requires the following information for each PSAP:

- Scope of Work: Specific Project Request(s).
- Collaborative Elements and Partners: Sustainability Plan; Evaluation Plan.
- Budget Module and Narrative.

The electronic grant application is in progress but is not completed as of this date. Submission date is no later than February 14, 2020. Should this request be approved, a copy of the final application will be submitted to the Clerk of the Board of Supervisors by that date.

### Conclusion

Without these grant funds, the Gila County Sheriff's Office and the Payson Police Department PSAPs would need to request annual budget funding to support the 9-1-1 ESInet and other public safety communication services from alternate sources.

### Recommendation

Gila County Sheriff J. Adam Shepherd recommends that the Board of Supervisors authorize the electronic submission of a grant application in the amount of \$325,418 for the Annual Arizona 9-1-1 Program Grant Application to support FY2021 Gila 9-1-1 Network Operations to meet the grant application deadline of February 14, 2020.

### Suggested Motion

Information/Discussion/Action to authorize the Sheriff's Office electronic submission of the annual Arizona 9-1-1 Grant Program Application to the Arizona Department of Administration, Office of Grants and Federal Resources in the amount of \$325,418 to support FY2021 Gila 9-1-1 Network Operations. **(Debra Williams)**

---

### Attachments

ADOA-NOFA

FY2021 Budget Draft

---

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

**Arizona 9-1-1 Grant Program-FY2021  
Notice of Funding Availability**

*Updated 12/18/2019*

**Eligibility**

Arizona 9-1-1 System Administrators on behalf of  
Arizona 9-1-1 Public Safety Answering Points (PSAPs) in their system  
Eligible PSAPs not currently funded will be considered once criteria is met and  
submitted to the Arizona 9-1-1 Program

**Open Date:**

Applications may be started in eCivis on January 2<sup>nd</sup>, 2020

**Deadline:**

All applications are due by 3:00 p.m. on Friday February 14<sup>th</sup>, 2020

**For Assistance:**

If you have questions about this grant solicitation or are having difficulties with eCivis,  
please contact:

Anna Haney, Senior Program Manager  
602-542-7015  
[anna.haney@azdoa.gov](mailto:anna.haney@azdoa.gov)

Katje Benoit, Program Manager  
602-542-3635  
[katje.benoit@azdoa.gov](mailto:katje.benoit@azdoa.gov)

## Introduction

The Office of Grants and Federal Resources, Arizona 9-1-1 Program, is publishing this notice to announce the availability of funds for the Arizona 9-1-1 Program to be distributed during FY 2021. 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.

Arizona supports the use of these funds for:

- Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support
- Facilitate the migration of the State's PSAPs to the next generation of 9-1-1 capability
- Migration to an Emergency Services IP-enabled network
- Establishment of IP-backbone networks, connectivity, and application layer software infrastructure needed to interconnect the multitude of emergency response organizations statewide
- Solutions that meet or exceed the National Emergency Number Association (NENA), Federal Communications Commission (FCC), international, and industry standards or requirements.

The National Emergency Number Association (NENA) defines NG9-1-1 as:

*“An Internet Protocol (IP) based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency services organizations.”*

## Eligibility

Eligible applicants are Arizona 9-1-1 System Administrators, as identified in their approved Arizona 9-1-1 service plan. System Administrators must apply for funds on behalf of all PSAPs within their 9-1-1 System.

- For a PSAP to be eligible for funding through the System Administrator, it must meet the following criteria:
  1. Monitor the 9-1-1 service system level of service to ensure that the standards in R2-1-407 are met. Once each fiscal year the PSAP manager shall obtain a report regarding the 9-1-1 level of service from the telephone company

servicing the telephone exchange area. If the report provided by the telephone company indicates that the required service level is not being met, the PSAP manager shall:

- a. Request the telephone company to prepare plans, specifications, and cost estimates to raise the level of service to that required in R2-1-407.
  - b. Notify the Assistant Director under R2-1-406 if, based on information provided by the telephone company, modifications to the system are necessary.
2. Provide service to all callers within its service area 24 hours each day, 7 days a week. To qualify as a primary or secondary PSAP, the PSAP must receive a minimum of three hundred (300) 9-1-1 emergency calls per month.
    - i. If a PSAP does not receive a minimum of three hundred (300) 9-1-1 emergency calls per month, the System Administrator must submit a letter of justification explaining why the PSAP should qualify for funding.
  3. Refer all calls entering the 9-1-1 service system that do not require a public or private safety response unit be dispatched to a non-9-1-1 telephone number.
  4. Designate a telephone number other than 9-1-1 as a backup number in case the 9-1-1 service system fails. The designated alternate telephone number shall be published in the public telephone directory by the local public safety agency.
  5. Develop and maintain a system for recording 9-1-1 calls received by the PSAP. The records shall be retained for at least 31 days from the date of the call and shall include the following information:
    - a. Date and time the call is received.
    - b. Nature of the problem, and
    - c. Action taken by the dispatcher

PSAPs that have not previously received funding under the Arizona 9-1-1 Program are encouraged to apply to this grant opportunity through their 9-1-1 System Administrator (System Administrator). As part of the application process, System Administrators must upload their current or updated approved service plan per Arizona 9-1-1 Program rules.

If an unfunded PSAP would like to receive funding they must either:

- Work with the System Administrator for inclusion in the existing system's service plan
- OR

- Become a designated 9-1-1 System by sending a service plan for approval to the Arizona 9-1-1 Program at: [az911@azdoa.gov](mailto:az911@azdoa.gov)

Service plan requirements for new and existing PSAPs can be found at:  
<https://grants.az.gov/sites/default/files/media/911AdminRules.pdf>.

### **Funding Available**

Funding will be available for multiple grants and allocated to each System Administrator Agency to pay, on behalf of the PSAPs, 9-1-1 system costs and approved projects that support the goals of the Arizona 9-1-1 Program.

*The estimated amount of grant funds available for the FY2021 year is \$19,411,000.*

All projects funded under this program will be for twelve (12) consecutive months starting July 1, 2020 and ending June 30, 2021. Funds unexpended by the end of the contract period without an approved written extension must be returned to the State 9-1-1 Program.

### **Funding Priorities and Allowable Costs**

In accordance with the [ARS § 41-704](#):

- Necessary or appropriate equipment or service for implementing and operating emergency telecommunication services through political subdivisions of this state. Priority shall be given to establishing emergency telecommunication services in those areas of the state that are without emergency telecommunication services.
- Monthly recurring costs of emergency telecommunication services, including expenditures for capital, maintenance and operation purposes.
- A wireless carrier's costs associated with the provision, development, design, construction and maintenance of the wireless emergency telecommunication services in an amount that the wireless carrier has not recovered through the deduction mechanism specified in federal law.

#### **Administrative Cost:**

- Per [ARS § 41-704](#), section B, subsection 2, allows five percent of the annual revenue in the fund to be used for necessary or appropriate costs or consultant fees.
  - Arizona 9-1-1 Program will utilize two-thirds of the five percent (3.33%)
  - System administrators may use up to one-third of the remaining five percent (1.67%) for local network management of contracts with public safety answering points for emergency telecommunication services.



System Administrators may choose to utilize up to 1.67% of their overall award for administrative cost; however, this is not required and may be used for PSAP or System programmatic cost.

- Eligible costs may include necessary costs associated with System Administrator function.

#### MSAG updates/GIS projects

- The databases within the NG9-1-1 environment are primarily GIS databases that provide critical functionality including call routing, location validation and, as it does today, 9-1-1 call mapping. In NG9-1-1, GIS data takes the lead role in emergency call handling, beginning with the routing of calls to the appropriate 9-1-1 PSAPs. PSAPs must be able to operate seamlessly across authority and even state and national boundaries. This NG capability requires additional and standardized data sets. MSAG updates and GIS projects that work toward NG9-1-1 requirements are eligible for funding.

#### **Restrictions on Use of Funds**

Grant funds may not be used for the following activities:

1. Costs associated with PSAP relocation, move, or remodel
2. Back-up sites
3. Termination charges as a result of closure or consolidation of a PSAP
4. Late payment fees
5. Equipment replacement due to force majeure or negligence on the behalf of the PSAP

## **Application and Submission Information** (what an application should include)

### **1. Scope of Work:**

The scope of work must respond to the solicitation. The following sections should be included as part of the scope of work:

- How PSAPs in a 9-1-1 System are currently operating, as well as any plans to enhance services, including migrations to a NG9-1-1 network.
- For each individual PSAP:
  - Number of 9-1-1 emergency calls monthly
    - Utilize statistics produced from the 9-1-1 equipment MIS program
  - Number of administrative calls supported by PSAP personnel for each PSAP
    - Utilize statistics produced from the 9-1-1 equipment MIS program
  - PSAP authorized staffing level to include positions staffed and vacant at the time of application
- Specific projects PSAPs or 9-1-1 Systems would like to implement

### **2. Project Timeline:**

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

- Specify for each project in the application request

### **3. Collaborative Elements and Partners:**

Applicants should 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.

### **4. Sustainability Plan:**

Applicants should identify future potential funding sources to ensure the projects and programs will be sustainable and ongoing beyond the funding availability. If an applicant is requesting funding for new projects, they must identify how the project will be sustained.

### **5. Evaluation Plan:**

Applicant must identify how the program will be evaluated to determine if the program is meeting its stated goals.

### **6. Project Goals and Objectives:**

Applicants must detail the goals of utilizing 9-1-1 Program funds to carry out specific projects detailed in their grant application.

## **7. Budget Module and Narrative:**

The budget module should include all PSAP requests within the 9-1-1 System. The budget module should provide the detailed computation for each budget line item, listing the total cost of each, and show how it was calculated. The budget must list itemized cost by category. Refer to the eCivis Application Help Guide to complete the budget request in the application.

The following categories are eligible for funding:

- a) Wireline
- b) Wireless
- c) NG9-1-1 expenses
- d) 1.67% of the overall award may be utilized by the System Administrators for local 9-1-1 network management costs.

Below are examples of where 9-1-1 budget requests would fit in the standard budget categories that are in the eCivis application.

### **1. Personnel:**

- Costs associated with administrative oversight of managing local contracts (1.67%)
- Costs associated with MSAG/GIS coordinator, if it is an employee of the System Administrator's agency

### **2. Fringe Benefits:**

- Employee related expenses associated with administrative oversight of managing local contracts and/or MSAG/GIS coordinator (1.67%)

### **3. Travel:**

- Travel requests for training, conferences, etc. related to System Administrator and/or MSAG/GIS coordinator functions

### **4. Equipment:**

- Logging recorders
- Software and/or hardware support
- Servers
- PSAP Positions
- 9-1-1 customer premise equipment- upgrades and replacement

### **5. Supplies:**

- Costs associated with supplies related to System Administrator functions

**6. Contractual:** Any vendor contracts the PSAP or System Administrator needs to provide 9-1-1 service, including necessary and appropriate consulting services or reoccurring monthly bills

- Wireline
  - Network
    - EM Trunks
    - Long distance
    - EM/ES Trunks
    - CPE Maintenance
- Wireless
  - Wireless Cost Recovery
  - ALI Data Extract
- NG911
  - Managed Services
  - Expenses related to the procurement of ESInet or NG9-1-1 core services
- GIS
  - GIS Project - hiring of GIS company to complete a GIS project for PSAP or System
  - Costs associated with MSAG/GIS coordinator, if it is an outside vendor

**7. Construction: not allowable**

**8. Other Costs:**

- Training or education assistance related to System Administrator and/or MSAG/GIS coordinator functions.

### **Budget Narrative:**

The budget narrative should thoroughly and clearly describe every category of expense listed in the budget request. The narrative must provide sufficient explanation of each budget category requested in order to establish the need for the funds in each category and the basis for the figures. Provide appropriate documentation, including quotes from service provider or contractor, where applicable. This may be done on a separate document and uploaded with the application or utilize the budget justification text box.

### **Special Requirements**

There are three program specific criteria in the application. Applicants should upload the corresponding required documents:

1. Program Specific Criteria #1: New or updated Service Plan
  - a. If updates are needed, please submit as appropriate. If updates are currently in process, a letter by the System Administrator may be submitted stating that updates are in process and a tentative date of when the updates will be complete.

- i. New service plan templates and checklist can be found at:  
<https://az911.gov/9-1-1-system-administrators/service-plan>
  - b. If no changes are necessary, a letter stating such must be provided.
2. Program Specific Criteria #2: If current MOUs need to be renewed for FY21, submission of the renewed MOUs will be required prior to July 1, 2020 or before funding can be released. Otherwise, a letter certifying that MOUs are current will need to be submitted.

### How to Submit Applications

All applications must be submitted through eCivis. Paper applications will not be accepted. User guides may be accessed at the link below:

<https://az911.gov/funding/9-1-1-grant-program/arizona-9-1-1-fy2021>

System Administrators must submit the application on behalf of PSAPs within their 9-1-1 System as identified by the service plan. Individual PSAP applications will not be accepted.

Applications must be submitted by **February 14, 2020 at 3:00 p.m.** Late application submissions will not be considered for funding.

### Reporting Requirements

| Report Type                       | Due Date                        |
|-----------------------------------|---------------------------------|
| <b>Programmatic Reports</b>       |                                 |
| Annual 9-1-1 Call Statistics      | March 15 <sup>th</sup>          |
| GIS Accuracy Report               | June 15 <sup>th</sup>           |
| GIS Data                          | Twice a year upon request       |
| Traffic Busy Study Report         | April 25 <sup>th</sup>          |
| Annual Narrative                  | August 28 <sup>th</sup>         |
| <b>Financial Reports</b>          |                                 |
| Monthly request for reimbursement | Monthly on the 25 <sup>th</sup> |

### Financial Reports:

The 9-1-1 System Administrator will submit all invoices and requests for reimbursement for PSAPs within their system to the 9-1-1 Program, through a monthly finance report in eCivis. Invoices must be from approved categories only and show date of service, expenses incurred, and line item detail.

Finance reports will be due on the 25<sup>th</sup> of every month. The 9-1-1 Program will review, approve, and process reimbursements/payments to the System Administrator within 10 days.

### **Programmatic Reports as part of Grant Award:**

1. Annual 9-1-1 Call Statistics:

The Annual 9-1-1 Call Statistic report is needed for each PSAP and should contain the following parameters:

- Report is based on the previous calendar year (i.e. January 1, 2019 – December 31, 2019)
- Report contains only incoming 9-1-1 calls. Do not include transfers
- Report includes wireline and wireless statistics reported separately for each month and cumulative for the calendar year
- The report must originate from the 9-1-1 Management Information System (MIS). CAD reports and independent calculations cannot be accepted

2. GIS Accuracy Report:

Information on the GIS Accuracy Report and the reporting guidelines can be found within Chapter 2 and Chapter 4 of the [Arizona NG9-1-1 GIS Guidelines and Best Practices](#) document. A reporting template is available upon request.

3. GIS Data:

9-1-1 System must share GIS data, at minimum, two (2) times per fiscal year, with the 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](#).

- The following data layers will be shared although additional data layers may be requested dependent on the statewide initiative.
  - Road Network
  - Address Points
  - Emergency Service Zone and/or Emergency Service Boundaries to include PSAP, Law, Fire, and EMS
  - Community Boundary

4. Traffic Busy Study Report:

Arizona Administrative Code [R2-1-407](#) requires that a 9-1-1 service system “be designed and operated to provide service that enables no more than 1 call out of 100 incoming calls to receive a busy signal on the first dialing attempt during the busy hour of an average week during the busy month.” A Traffic Busy Study is provided by the Arizona 9-1-1 System Service Provider for each PSAP.

5. Annual Narrative:

An annual narrative template will be provided to System Administrators to report on activity and accomplishments throughout the fiscal year.

**Award Process:**

The GFR staff will prepare 9-1-1 System awards which will be announced April 3, 2020. Funds will be disbursed to Systems after an approved financial reimbursement request and in accordance with the final approved award for the grant period of July 1, 2020 through June 30, 2021.

## ADOA 9-1-1 Program Office - FY2020 Budget Draft

**Passthrough Agency:** Arizona Sub Recipient Portal  
**Program:** Arizona 9-1-1 Grant Program-FY2021  
**Stage:** Pre-Award

**Report Date:** \$ 43,847  
**Requested By:** Debra Williams  
[dwilliams@gilacountyaz.gov](mailto:dwilliams@gilacountyaz.gov)

### Budget Items - BASELINE

| Category                              | GL Account     | Title                          | Units    | Unit Cost  | Extended Cost | Direct Cost       | Indirect Cost | Cost Share | Type        |
|---------------------------------------|----------------|--------------------------------|----------|------------|---------------|-------------------|---------------|------------|-------------|
| <b>Travel</b>                         |                |                                |          |            |               |                   |               |            |             |
| Lodging                               |                |                                |          |            |               |                   |               |            |             |
|                                       | Conference     | APCO/NENA                      | 1        | \$ 1,500   | \$ 1,500      | \$ 1,500          |               |            | Direct Cost |
| Transportation                        |                |                                |          |            |               |                   |               |            |             |
|                                       | Conference     | APCO/NENA                      | 1        | \$ 1,500   | \$ 1,500      | \$ 1,500          |               |            | Direct Cost |
| Per Diem                              |                |                                |          |            |               |                   |               |            |             |
|                                       | Conference     | APCO/NENA                      | 1        | \$ 500     | \$ 500        | \$ 500            |               |            | Direct Cost |
| <b>Travel Total</b>                   |                |                                |          |            |               | <b>\$ 3,500</b>   |               |            |             |
| <b>Equipment</b>                      |                |                                |          |            |               |                   |               |            |             |
| <b>Equipment Total</b>                |                |                                |          |            |               |                   |               |            |             |
| <b>Supplies</b>                       |                |                                |          |            |               |                   |               |            |             |
| Office Supplies                       |                |                                |          |            |               |                   |               |            |             |
|                                       | Administration | Office supplies                | 1        | \$ 500     | \$ 500        | \$ 500            |               |            | Direct Cost |
|                                       |                | Cell Phone                     | 1        | \$ 500     | \$ 500        | \$ 500            |               |            | Direct Cost |
| <b>Supplies Total</b>                 |                |                                | <b>1</b> |            |               | <b>\$ 1,000</b>   |               |            |             |
| <b>Contractual - Operating Budget</b> |                |                                |          |            |               |                   |               |            |             |
| Wireline                              |                |                                |          |            |               |                   |               |            |             |
|                                       | AzTelco-TDS    | Gila 911 Network - GCSO        | 1        | \$ 5,191   | \$ 5,191      | \$ 5,191          |               |            | Direct Cost |
|                                       | CenturyLink    | Gila 911 Network - GCSO        | 1        | \$ 422     | \$ 422        | \$ 422            |               |            | Direct Cost |
| NG911 Network ESInet Bundle           |                |                                |          |            |               |                   |               |            |             |
|                                       | CenturyLink    | PSAP - Payson PD               | 1        | \$ 105,292 | \$ 105,292    | \$ 105,292        |               |            | Direct Cost |
|                                       | CenturyLink    | PSAP - GilaCo Sheriff's Office | 1        | \$ 79,372  | \$ 79,372     | \$ 79,372         |               |            | Direct Cost |
| Text to 911                           |                |                                |          |            |               |                   |               |            |             |
|                                       | CenturyLink    | PSAP - Payson PD               | 1        | \$ 1,972   | \$ 1,972      | \$ 1,972          |               |            | Direct Cost |
|                                       | CenturyLink    | GilaCo Sheriff's Office        | 1        | \$ 1,960   | \$ 1,960      | \$ 1,960          |               |            | Direct Cost |
| <b>Contractual Total</b>              |                |                                |          |            |               | <b>\$ 194,209</b> |               |            |             |
| <b>Other - Administration 1.67%</b>   |                |                                |          |            |               |                   |               |            |             |
| 911 Administration                    |                |                                |          |            |               |                   |               |            |             |
|                                       | APCO           | Conference Registrations       | 1        | \$ 1,500   | \$ 1,500      | \$ 1,500          |               |            | Direct Cost |
|                                       | NENA           | Conference Registrations       | 1        | \$ 1,500   | \$ 1,500      | \$ 1,500          |               |            | Direct Cost |



|                             |      |                      |   |    |     |    |     |    |                |  |  |             |
|-----------------------------|------|----------------------|---|----|-----|----|-----|----|----------------|--|--|-------------|
|                             | NENA | Membership           | 1 | \$ | 150 | \$ | 150 | \$ | 150            |  |  | Direct Cost |
|                             | APCO | Membership           | 1 | \$ | 92  | \$ | 92  | \$ | 92             |  |  | Direct Cost |
|                             | APCO | RETAINS Subscription | 1 | \$ | 50  | \$ | 50  | \$ | 50             |  |  | Direct Cost |
| <b>Other Projects Total</b> |      |                      |   |    |     |    |     | \$ | <b>3,292</b>   |  |  |             |
| <b>Baseline Total</b>       |      |                      |   |    |     |    |     | \$ | <b>202,001</b> |  |  |             |

#### Budget Items - NEW

| Category  | GL Account        | Title                   | Units | Unit Cost | Extended Cost | Direct Cost | Indirect Cost | Cost Share | Type        |
|---|-------------------|-------------------------|-------|-----------|---------------|-------------|---------------|------------|-------------|
| Contractual - Operating Budget                          |                   |                         |       |           |               |             |               |            |             |
| NEW: Additional 911 Seat                                |                   |                         |       |           |               |             |               |            |             |
|   | CenturyLink MS    | GilaCo Sheriff's Office | 1     | \$ 26,457 | \$ 26,457     | \$ 26,457   |               |            | Direct Cost |
|   | CenturyLink TT911 | GilaCo Sheriff's Office | 1     | \$ 1,960  | \$ 1,960      | \$ 1,960    |               |            | Direct Cost |
| NEW: NG911 Data Validation, Maintenance and Improvement |                   |                         |       |           |               |             |               |            |             |
|   | Contractor        | GCSO                    | 1     | \$ 75,000 | \$ 75,000     | \$ 75,000   |               |            | Direct Cost |
| NEW: Quality Assurance Implementation                   |                   |                         |       |           |               |             |               |            |             |
|   | Contractor        | GCSO                    | 1     | \$ 10,000 | \$ 10,000     | \$ 10,000   |               |            | Direct Cost |
| Contractual Total                                       |                   |                         |       |           |               | \$ 113,417  |               |            |             |
| Other - Payson PD                                       |                   |                         |       |           |               |             |               |            |             |
| NEW: Training   |                   |                         |       |           |               |             |               |            |             |
|   | Dispatch          | APCO/NENA               | 1     | \$ 10,000 | \$ 10,000     | \$ 10,000   |               |            | Direct Cost |
| Other Projects Total                                    |                   |                         |       |           |               | \$ 10,000   |               |            |             |
| New Items Total   |                   |                         |       |           |               | \$ 123,417  |               |            |             |

|                             |  |  |  |  |  |  |  |    |                |  |  |  |
|-----------------------------|--|--|--|--|--|--|--|----|----------------|--|--|--|
| <b>Total Budget Request</b> |  |  |  |  |  |  |  | \$ | <b>325,418</b> |  |  |  |
|-----------------------------|--|--|--|--|--|--|--|----|----------------|--|--|--|

**ARF-5853**

**Regular Agenda Item 3. B.**

**Regular BOS Meeting**

Meeting Date: 02/04/2020

Submitted For: Steve Sanders, Director

Submitted By: Shannon Boyer, Executive Administrative Asst.

Department: Public Works

---

Information

Request/Subject

Accept or reject a Citizens' Petition to begin the process to designate E. Granny Jones Lane from SR 288 to the north boundary of parcel 305-26-007H also shown as Parcel 3A on Record of Survey 4053, Gila County Records as a primitive road.

Background Information

'On December 11, 2019, Gila County Public Works received a Citizens' Petition to establish E. Granny Jones Lane from SR 288 to the north boundary of parcel 305-26-007H, also shown as Parcel 3A on Record of Survey 4053, Gila County Records as a primitive road. The road is in the community of Young.

Evaluation

The petition and the roads meet the requirements of Public Works Policy No. PWS-001 - *Guidelines to Primitive Roads* which was approved by the Board of Supervisors on October 3, 2003, revised on December 1, 2004, and revised again on February 19, 2019.

Conclusion

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

Recommendation

The Public Works Department Director recommends that the Board accept the Citizens' Petition to begin the process to establish E. Granny Jones Lane from SR 288 to the north boundary parcel 305-26-007H, also shown as Parcel 3A on Record of Survey 4053, Gila County Records as a primitive road.

Suggested Motion

Information/Discussion/Action to accept or reject a Citizens' Petition to begin the process to establish E. Granny Jones Lane from SR 288 to the north boundary of parcel 305-26-007H, also shown as Parcel 3A on Record of Survey 4053, Gila County Records, as a primitive road. **(Steve Sanders)**

---

Attachments

Citizen's Petition

Map

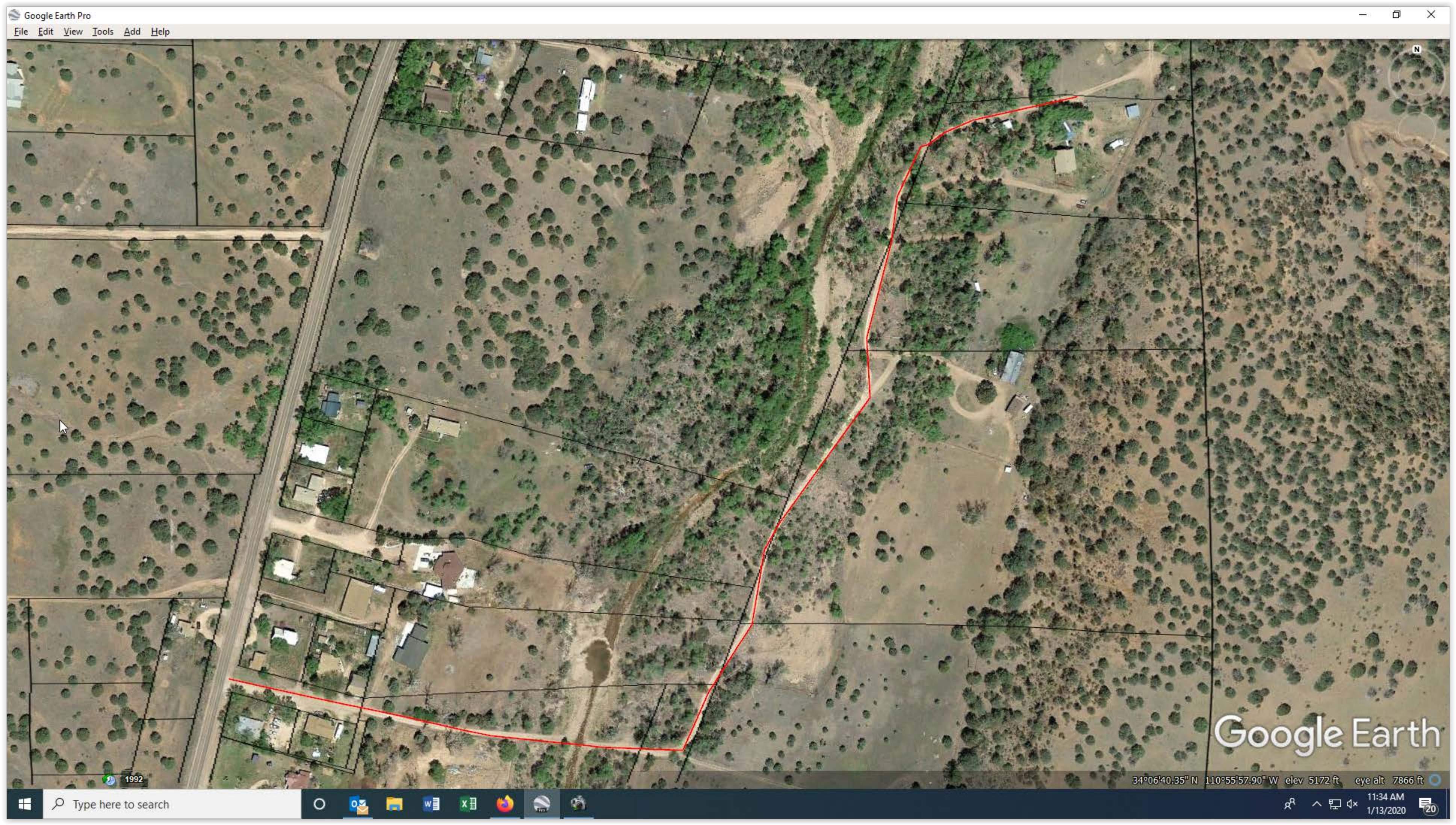
---

## PETITION TO ESTABLISH A PRIMITIVE ROAD

We the undersigned, respectfully petition the Gila County Board of Supervisors to establish a Primitive Road in the county. The beginning of the proposed road is SR 288 & Granny Jones Dr. The end of the proposed road is 449 E Granny Jones Dr. The general course and direction of the proposed road is East then North. The Undersigned respectfully request that the Gila County Board of Supervisors accept this petition and act thereon.

[illegible]





Google Earth

34°06'40.35" N 110°55'57.90" W elev 5172 ft eye alt 7866 ft



**ARF-5863**

**Regular Agenda Item 3. C.**

**Regular BOS Meeting**

Meeting Date: 02/04/2020

Submitted For: Michael O'Driscoll, Director

Submitted By: Betty Hurst, Contracts Administrator

Department: Finance

Fiscal Year: 2020-2021

Budgeted?: Yes

Contract Dates 02-04-20 to 04-03-21

Grant?: Yes

Begin & End:

Matching No

Fund?: New

Requirement?:

---

Information

Request/Subject

Request to award a contract in response to Request for Proposals No. 102119-*Consultation Services: Health Prevention and Surveillance Services*.

Background Information

The Gila County Public Health Department (GCPHD) seeks to improve: outcomes for residents affected by the current public health opioid epidemic, and increase program effectiveness and utilization of immunization programs for community members and vulnerable populations. The GCPHD is seeking consultation services from local Arizona, health-focused consultants in the areas of opioid prevention services, and immunization marketing and research programming for rural communities. The GCPHD has allocated \$60,000 for opioid prevention and \$40,000 for immunization marketing and research consultative services. We are requesting bids that comprehensively address prevention services in these areas.

The GCPHD will accept proposals from organizations with the following types and levels of experience as a public health consultant: 1) Individual or agency that employs a professional with a completed Master of Public Health from an accredited university; 2) a minimum of three (3) years of experience with public health marketing, experience acquired concurrently is considered acceptable; 3) must document all prior experience working with opioid prevention, immunization marketing, immunization surveillance and facilitating public health boards; and 4)

eExperience with local rural public health agencies using grant management principles is preferred.

The GCPHD currently has funding through the Arizona Department of Health Services (ADHS) to provide prescription drug overdose prevention strategies for Gila County residents. Recently GCPHD received funding to establish the Gila County Overdose Fatality Review Team to collect and review data on the causes of deaths and recommend a change in policies and programs that will decrease the number of Gila County overdose deaths. The GCPHD was the first health department in Arizona to implement a naloxone distribution center in Globe and Payson, Arizona. The GCPHD has established partnerships with the Copper Basin Coalition and Sonoran Prevention Works. These partnerships focus on educating the community on safe medication disposal, introduction of harm reduction philosophies, usage, the importance of naloxone, and referrals to treatment and services. Additionally, immunization coverage rates in Arizona continue to fall. The ability for parents to opt their child out of vaccination is simple and is being done more frequently throughout Arizona. This has resulted in families and communities being at increased risk for vaccine-preventable diseases. The ADHS has identified approaches that could aid in addressing this negative trend and increase vaccine coverage rates across all Arizona communities.

The overall goal of the consultation and marketing support is to apply comprehensive evidence-based strategies to improve health outcomes and well-being for Gila County residents.

### Evaluation

The purpose of this request is to implement collaborative and comprehensive public health approaches and public health marketing supporting public health opioid prevention and surveillance and for immunization/vaccination prevention, marketing, and surveillance. To comply with mandated grant guidelines, Gila County must consult with a certified health professional, who has an extensive background in public health research, meeting facilitation, and marketing of rural public health services. Without consulting these services Gila County would have to employ multiple part-time employees that have these skills and without a guarantee for long-term funding.

RFP No. 102119 was emailed to seven contractors; advertised in the Arizona Silver Belt newspaper and posted on the County website. Gila County received one bid from Guild Health Consulting. Evaluation of the proposal was conducted by the Director and Deputy Director of the Health & Emergency Management Department and was found to be in full

compliance with the bid guidelines.

Bid responses were opened in a public setting and evaluated in accordance with A.R.S. Section 41-2533, Competitive Sealed Bidding.

### Conclusion

To meet grant requirements that support our Community Health Assessment goals and objectives, the GCPHD seeks to improve: outcomes for residents affected by the current public health opioid epidemic; and increase program effectiveness and utilization of immunization programs for community members and vulnerable populations. GCPHD is seeking consultation services from local Arizona, health-focused consultants in the areas of opioid prevention services, and immunization marketing and research programming for rural communities. The GCPHD has allocated \$60,000 for opioid prevention and \$40,000 for immunization marketing and research consultative services. We are requesting bids that comprehensively address prevention services in these areas.

### Recommendation

It is the recommendation of the Finance Director and the Health & Emergency Management Department Director that the Board of Supervisors award a contract to Guild Health Consulting in the amount of \$100,000 in response to RFP No. 102119-Consultation Services: Health Prevention and Surveillance Services.

### Suggested Motion

Information/Discussion/Action to review the bid submitted for Request for Proposals No. 102119-*Consultation Services: Health Prevention and Surveillance Services*; award to Guild Health Consulting in the amount of \$100,000; and authorize the Chairman's signature on the award contract. **(Michael O'Driscoll)**

---

### Attachments

Contract No. 102119

As Read Bid Results

Quote Tabulation Form

Request for Proposal No. 102119

---



# IMPROVING IMMUNIZATION & PREVENTING OPIOID MORTALITY



RFP 102191

GUILD CONSULTING, LLC

1176 SOUTH OSBORN LANE, GILBERT, ARIZONA 85296

This page is left blank intentionally

## Opioid Prevention

In the Arizona Opioid Report published in 2016, revealed in that same year, "...790 Arizonans died from opioid overdoses – more than two people per day. Arizona has experienced an alarming increase in opioid deaths of 74 percent since 2012. In the past decade, 5,932 Arizonans died from opioid-induced causes with death rates starting to rise in the late teens and peaking at ages 45-54."

The challenges of addressing the opioid epidemic in Arizona have taxed our first responders, support agencies (e.g., clinicians, pharmacists, substance misuse counselors, and community organizations), as well as our public health efforts considerably over the past decade. With improvements being made daily, the response by the Arizona Department of Health Services (ADHS) has continued to support opioid epidemic efforts by providing resources, information and state-level strategy. ADHS's efforts have been critical in saving 25 lives from April 2018 to May 2018 alone<sup>1</sup>. More efforts are being made to further improve these statistics, despite shrinking resources, manpower, and community resilience.

**Arizona has experienced an alarming increase in opioid deaths of 74 percent since 2012**



Addressing opioid prevention will continue to require strong communication, coordination, and resource-leveraging to drive numbers down statewide. However, in our smaller, less-resourced communities in Arizona, the approach, look, and feel of the opioid epidemic appear different. Larger, more structural frameworks lay absent or dilapidated in areas in most need (See table 1.1). In our rural communities the opioid epidemic has seen mixed outcomes and limited success.

Opioid prevention in this rural community has two major components:

- Increasing distribution of Naloxone to afflicted members of the community, to those serving that community and to evaluate the efficacy of distribution.
- Informing programs and policymakers of opportunities to address opioid mortality through data analysis, research, and investigation.

These two approaches leverage current Gila County infrastructure and resources to create sustainable and integrated solutions. Gila County has a strong and comprehensive Fatality Review Board, which we designed to address the systemic needs of the county's opioid fatality concerns. Gila County has also

*Table 1.1 Gila County Social Determinants of Health Measures*

| Social Determinant of Health metric | Gila County | Error Margin | US Top Counties | Arizona | County Ranking |
|-------------------------------------|-------------|--------------|-----------------|---------|----------------|
| Life expectancy                     | 73.8        | 72.9-74.8    | 81              | 79.9    | 14th           |
| Adult smoking                       | 18%         | 18-19%       | 14%             | 15%     | 11th           |
| Excessive drinking                  | 15%         | 14-15%       | 13%             | 17%     | 11th           |
| Teen births                         | 55          | 50-59        | 14              | 30      | 11th           |
| Primary care physicians             | 2,330:1     |              | 1,050:1         | 1,540:1 | 12th           |
| Mental health providers             | 1,730:1     |              | 310:1           | 790:1   | 12th           |
| Unemployment                        | 6.10%       |              | 2.90%           | 4.90%   | 11th           |
| Children in poverty                 | 39%         | 32-46%       | 11%             | 21%     | 11th           |
| Violent crime                       | 574         |              | 63              | 435     | 11th           |

The factors mentioned in Table 1.1, are examples of the larger factors that perpetuate the challenges in Gila County. These indicators directly impact families, the community and the overall health and success of Gila County. Other factors that have been identified are:

- limited access to medical assisted treatment (MAT) programs locally
- better approaches in law enforcement coordination to refer to extended care team facilities (e.g. Community Bridges (CBI), Haven Healthcare, etc.). See Strategic Plan section

## Fatality Review Board

The state recommended Fatality Review Board (FRB) in Gila County has begun to investigate the larger systems and framework concerns surrounding opioid addiction deaths. By reviewing mortality data the board's purpose is to make recommendations to influence policy, programming, and/or quality improvement measures in Gila County.

The Board's Executive Committee reviews thousands of documents, files and medical data to create case files for the Board to review and provide critical insight and recommendations. The FRB's goals are to:

- Improve policy, at the county and organizational levels
- Identify gaps in services, treatment and/or process

ADHS's Immunization Program, to understand and align strategies, ensuring that our respective agencies are informed.

Efforts identified as opportunities:

- Surveying parents who oppose vaccinations
- Create informationals at schools for children to share information with their parents
- Keeping a repository of children within the district not immunized and creating a community cohort with those families to discuss strategies for improving immunization rates
- Partnering with ADHS and local foundations in Phoenix to host immunization drives; providing needed vaccines for communities with limited access.

GC believes the most effective strategies for scaling the immunization programs in Gila County look at expanding the ADHS Immunization Education Course for Personal Beliefs Exemptions to families who opt out of vaccinating their youth. This expansion strategy will allow families to make more informed decisions and create stronger herd immunity networks within Gila County, which in turn will protect the most vulnerable populations from disease. However, it is not without mentioning the challenge such exemptions pose on increased rates of unimmunized children, which increases the chance of outbreak.

Another strategy that will be implemented will be the Vaccines for Children (VFC) Program. The expansion of this program in Gila County will provide free vaccines for children where financial barriers exist. This approach will allow for families in need of vaccinations in Gila County to have access.

## Observations

GC has spent the past year in Gila County working with county staff, partners, and communities. In this time in Gila, we've made some key partnerships and relationships that have allowed us to really move the needle! We also had some valuable lessons learned that made our methodology effective after understanding the nuanced cultural and social dynamics of Gila County and its residents. We'd like to share some key observations that have made our time in Gila County so successful.

- **Rural, not ruined.** By working to understanding how unique and integrated this rural community is, GC has found new ways to find success in Gila County. Relationships are important, however more important than relationship's, are vested and genuine engagement. This community is rich with charm and connections and defined within its resiliency. Leveraging that integrated community effectively has yielded significant growth and revitalization of Gila County's Local Emergency Planning Committee (LEPC). Additionally, Gila County has gained a strong and engaged Fatality Review Board, that consists of first-responders, Attorney General's Office, Substance Misuse Specialists, Physicians, and representation from the Judicial Branch in Gila County. GC's approach to leveraging this community's strengths has quickly gained and sustained momentum.

Develop a memorandum of agreement with first responders and the Attorney General's Office to establish Opioid Court to look at improved rehabilitation services and to decrease the number of individuals not receiving proper care.

## Experience

### About Jason Gillette



Jason Gillette has worked in service to others his entire career. From serving his country in the United States Marines, to being a personal trainer, to holding leadership roles at both the State Education Department and State Health Department. Now, Jason is the Owner and Director of Guild Consulting, which focuses on public health and health disparities in Arizona. His passion for health and community has afforded him the opportunity to serve on several boards including, the Mayo Clinic Community Advisory Board, Arizona State Southwest Interdisciplinary Research Center Advisory Board, and the Arizona Public Health Association, Arizona Playworks. Jason has also served as the Housing and Urban Development (HUD) Grievance Officer in Phoenix.

Jason believes that health in its full scope allows for everyone to give their best to themselves, their families, and their communities.

## Related Projects

### Opioid Prevention

Opioid Prevention: Guild Consulting has been brought into design, coordinate, and facilitate Gila County's first Fatality Review Board (FRB), which targets opioid related deaths. Our work began in 2018, designing and conceptualizing the FRB's approach and branding. We also worked closely with Gila County to develop our metric of success and deliverables. The past year has been hugely successful, with continuing opportunities to expand and provide great insight into the epidemic in Gila County. Our Executive Committee - which consists of the Opioid Prevention Program Manager, and the Deputy Director of Gila County Department of Public Health - review the information and finalize the case files. Since the inception, our project has gained statewide attention. Guild Consulting has continued to innovate in our approach to reducing Arizona mortality rates through data driven decisions. GC is partnering with Sensagrate, a SmartCity and data analysis company. Our collaboration using public health methods and informatics to learn behaviors, patterns, and programmatic gaps that lead to

## References

1. Mountain Park Health Center – Essen Otu MPA, Senior Director of Diversity and Community Affairs (602) 323-3344 Extension 3285
2. Mayo Clinic – Dr. Kenneth Poole MD, MBA, Medical Director of Patient Experience (480) 301-8087
3. Blue Cross Blue Shield – Dr. Darren Wethers MD, CMO BlueAdvantage (314) 378-2525

perspective and comparative patterns to allow for each member to allow their professional perspective to ideate solutions.

- **Presentation:** The data is presented to the board quarterly to review each case file, provide insight into how these cases could've been prevented using policy, programming or improving current programming. This information is captured, compiled and analyzed to create the Gila County Fatality Review Board Commissioned Report, that will be shared with all public health, healthcare and community partners, and also presented to the Gila County Board of Supervisors, Arizona's Local Health Officers Association (ALHOA) and the Arizona Department of Health Services Opioid Program.

Goals(s) - What will happen

- Increase awareness of problems plaguing rural communities
- Reduce the mortality rate in Gila County
- Create comprehensive and informed Fatality Review Board
- Develop useful review information for the Fatality Review Board

Deliverables

- 10 Case files
- 1 Gila County Fatality Review Board Commissioned Report
- Monthly Reporting
- Meeting facilitation
- Fatality Review Board branding and templates
- Monthly Executive Committee meetings or calls
- 1 Fatality Review Board calendar
- Meeting notes (scribed)





Figure 3 SWOT Analysis - Naloxone Program

## Plan/Approach

Program Evaluation - Work with Gila County Opioid Prevention team to better understand the gaps and barriers to the current Naloxone program. Once the evaluation is completed, we will develop a gap assessment from where the program is, to where our outcomes are and strategize and create our action plan.

SWOT Analysis - Identify the accuracy of the SWOT analysis, update and leverage to define the strategy, timeline and deliverables.

## Goals(s) - What will happen

- Increased partnerships addressing Naloxone distribution
- Increased distribution to impacted population
- New methods for delivery and distribution
- Findings Report created by partners

## Deliverables

- 1 SWOT analysis
- 1 Strategic Action Plan
- Monthly tracking of Naloxone distribution and reporting
- Support as needed to Gila County Opioid Prevention staff

- By using Gila County's vaccination data, we'll be able to monitor our efforts and course correct as needed to meet our objective(s).

Goals(s) - What will happen

- Identify key barriers to lower vaccination rates
- Support vaccination efforts at the local and state level
- Increase access of vaccinations in Gila County

Deliverables

- **Monthly reporting**
- **1 Marketing strategy**
- **Social Media**
- **Print**
- **Radio**
  - **1 Community feedback report (population reached data)**

Approach #6 - Partner with the Department of Education to increase school vaccination rates and compliance

Gila Recommendations:

Coordinate with the Arizona Department of Education (ADE) staff to identify areas that would benefit from pro-vaccination communication

Objective (SMART)

- **By June 30, 2020 host pro-vaccination session at the Arizona Department of Education, School Nurses Conference in 2020 to share best practices and barriers in the field**
  - Metric of measure
    - **Session at 2020 School Nurse Conference**

Plan/Approach

Establish collaboration:

- By developing key partnerships within the Arizona Department of Education (ADE), we will coordinate and facilitate a session at the School Nurses Conference on Improving Immunization Informational (I3) to glean best practices and identify larger systemic barriers to increasing immunization rates in rural schools.

Goals(s) What will happen

- New state-level partnerships established
- Increase immunization rates
- Increased awareness regarding barriers

Deliverables

- **1 Findings report (Barriers)**
- **Monthly report**
- **Session evaluation forms**
- **Session report**

- 1 SWOT analysis
- 1 Strategic Action Plan
- Monthly tracking of Naloxone distribution and reporting
- Support as needed to Gila County Opioid Prevention staff

## Opioid Prevention

### Immunization Program

Goals(s) - What will happen

- Identify key barriers to lower vaccination rates
- Support vaccination efforts at the local and state level
- Increase access of vaccinations in Gila County

Deliverables

- Monthly reporting
- 1 Marketing strategy
- Social Media
- Print
- Radio
  - 1 Community feedback report (population reached data)

|                           |                     |
|---------------------------|---------------------|
| <b>Total Compensation</b> | <b>\$100,000.00</b> |
|---------------------------|---------------------|

## COMPENSATION AND PAYMENT SCHEDULE

Guild Health Consulting will invoice GCDHEM once to include the sum of the contract.

## WORK MADE FOR HIRE

Guild Health Consulting acknowledges and agrees that any work product created as part of the Scope of Work provided under this agreement shall be considered a work made for hire as defined by copyright laws of the United States, and therefore the copyright to such work product shall be owned exclusively by GCDHEM.

## TERMINATION

GCDHEM and Guild Health Consulting reserve the right to terminate the contract at any time, without penalty or recourse, by giving written notice at least fourteen (14) days prior to the effective date of such termination. Guild Health Consulting shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

## ACCEPTANCE OF TERMS AND CONDITIONS

Please indicate your acceptance of the proposed rate sheet by signing and returning the enclosed copy of this agreement.

# Budget

## Opioid and Immunization

2019-2020

Project Info

Budget Summary

Project Lead: Jason Gillette

Start Date: 1/1/2020

Budget

Actual

\$ 107,300

\$ 101,875

| Tasks                                       | Labor |         | Materials |         | Fixed Costs |        |          | Budget           | Actual           |
|---|-------|---------|-----------|---------|-------------|--------|----------|------------------|------------------|
|   | Hrs   | Rate    | Units     | \$/Unit | Material    | Travel | Other    |                  |                  |
| <b>Opioid Fatality Review Board Project</b> |       |         |           |         |             |        |          | <b>\$ 37,100</b> | <b>\$ 28,525</b> |
| Staff Time                                  | 195   | \$75.00 |           |         |             |        |          | 25,000.00        | 14,625.00        |
| Indirect 12%                                |       |         |           |         |             |        | 3,500.00 | 5,000.00         | 3,500.00         |
| Materials                                   |       |         |           |         | 4,200.00    |        |          |                  | 4,200.00         |
| Printing costs                              |       |         |           |         | 2,500.00    |        |          | 3,000.00         | 2,500.00         |
| Shipping                                    |       |         |           |         | 200.00      |        |          | 250.00           | 200.00           |
| Misc.                                       |       |         |           |         | 1,500.00    |        |          | 2,000.00         | 1,500.00         |
| Travel                                      | 50    | \$20.00 |           |         |             |        | 1,000.00 | 1,850.00         | 2,000.00         |
| <b>Naloxone Expansion Project</b>           |       |         |           |         |             |        |          | <b>\$ 34,750</b> | <b>\$ 35,475</b> |
| Staff Time                                  | 333   | \$75.00 |           |         |             |        |          | 25,000.00        | 24,975.00        |
| Indirect 12%                                |       |         |           |         |             |        | 3,500.00 | 5,000.00         | 3,500.00         |
| Materials                                   |       |         |           |         | 3,000.00    |        |          |                  | 3,000.00         |
| Printing costs                              |       |         |           |         | 1,000.00    |        |          | 1,500.00         | 1,000.00         |
| Shipping                                    |       |         |           |         | 200.00      |        |          | 150.00           | 200.00           |
| Misc.                                       |       |         |           |         | 1,800.00    |        |          | 2,000.00         | 1,800.00         |
| Travel                                      | 50    | \$20.00 |           |         |             |        |          | 1,100.00         | 1,000.00         |
| <b>Immunization Project</b>                 |       |         |           |         |             |        |          | <b>\$ 31,950</b> | <b>\$ 34,875</b> |
| Staff Time                                  | 333   | \$75.00 |           |         |             |        |          | 25,000.00        | 24,975.00        |
| Indirect 12%                                |       |         |           |         |             |        | 3,500.00 | 5,000.00         | 3,500.00         |
| Materials                                   |       |         |           |         | 4,200.00    |        |          |                  | 4,200.00         |
| Printing costs                              |       |         |           |         | 2,000.00    |        |          | 1,800.00         | 2,000.00         |
| Shipping                                    |       |         |           |         | 200.00      |        |          | 150.00           | 200.00           |
| Misc.                                       |       |         |           |         | 2000        |        |          | 2500             | 2,000.00         |
| Travel                                      | 50    | 20      |           |         |             |        |          | 1000             | 1,000.00         |

15 counties throughout the state to implement tobacco prevention programming ▪ Improved outcome evaluation for youth programs from 3.65 to 4.30 overall ▪ Developed evaluation processes for \$2.1M program resulting in more efficient spending and increased performance ▪ Increased number of policies implemented year over year by 15% through youth advocates

Director of School Health 08/2013 – 07/2016 Arizona Department of Education, Phoenix, AZ  
▪ Chaired the Health and Nutrition Equity Education Council resulting in increased family and community involvement in K-12 education ▪ Leveraged federal and foundation grants to spearhead Physical Education pilot project focused on increasing capacity of current physical education educators and expanding PE programs to all schools in Arizona implementing pilots in over 300 Arizona schools  
▪ Created AZ Health Leadership Team; used ESSA framework to leverage core competencies to legitimize health education and increase buy-in from school leadership/policymakers ▪ Integrated regulatory requirements set forth by the Department of Education into over 40 state, local and community partners to improve school programs

Project Manager 08/2012 – 08/2013 Arizona Living Well Institute/Vitalyst Health Foundation, Phoenix AZ  
▪ Selected to manage \$850k AmeriCorps grant targeting community leader model on health disparities; oversaw development and implementation of AmeriCorps program for joint grant recipients  
▪ Responsible for delivering program outcomes including overseeing twenty AmeriCorps members throughout metropolitan Phoenix ▪ Structured quality improvement measures that resulted in over \$13,000 in savings ▪ Responsible for training AmeriCorps members on health education utilizing the Community Health Workers (CHW) model

Well-Being Educator 01/2012 – 03/2013 Cigna/Kronos On-Site, Phoenix, AZ ▪ Identified over 100 chronically ill Cigna members through biometric evaluations and triaged members to appropriate care programs ▪ Trained seven health educators and participated in over 30 health screening workshops ▪ Evaluated more than 2,000 Cigna members over the course of one year and facilitated over 300 referrals to healthcare providers

Sargent of Marines 10/1999 – 10/2003 United States Marine Corps, San Diego, CA ▪ High honors in leadership academy (90th percentile) ▪ Served in (2001) & (2003) military campaigns respectively ▪ Maintain 1st Class Fitness performer all four years (Average score 285/300)

## EDUCATION

Bachelor of Applied Science in Global Health Arizona State University (02/2011)  
Public Health Leadership Fellow (2016-2017) Vitalyst Health Foundation, Phoenix, AZ  
Intern Diversity Leadership Alliance, Phoenix, AZ  
Study Abroad Research Program - Ethno-hydrology University of Central London (06/2010 – 08/2010)

## BOARDS/AFFILIATIONS

## Anne Watters Art Teacher & Mass Media Consultant

Professional Summary Arts educator skilled in fostering a lifelong passion for learning through the arts and driven to develop meaningful opportunities for student engagement and motivation. Mass media specialist driven to create meaningful visual representations and experiences to promote positive outcomes.

Experience Executive Director 2016-present Crossover Innovations • Consultant to improve health outcomes through mass media productions. • Developed and created research-based productions to improve health outcomes throughout Arizona. • Managed creative development and executed marketing strategies through social media outlets. • Co-developed and launched readygila.com that yielded highly improved site trafficking and engaging content and intuitive website analytics.

Art Teacher 2015-2016 Legacy Traditional Schools, Chandler AZ • Art Teacher for elementary and junior high students. • Developed lesson plans that coincided with the Legacy Traditional school philosophy of accelerated learning. • Organized and planned activities for the annual Music and Art festival.

Art Teacher 2012-2014 Imagine Prep Jr. Sr. High School, Coolidge AZ • Art Teacher for junior high and high school students. • Developed the art club as an after-school enrichment opportunity for students interested in art beyond the classroom. • Fostered an appreciation for art beyond the classroom setting through student field trips. • Fostered meaningful relationships with students by incorporating student's interests into projects.

Visual Communications Specialist 2009-2012 SLW Architects and Builders, Zionsville, IN • Improved customer experience through the re-design of the company website. • Developed organization strategies in order to create a collective of all company projects. • Improved company photography through photography restoration techniques in order to create marketing projects for publication. Assistant Teacher 2008-2009 Independence Academy of Indiana, Indianapolis, IN • Assistant teacher, at a school for high functioning autistic students. • Provided key support for teachers, while working independently with students who exhibited extreme behavior alterations. • Worked collaboratively with teachers to guide social skills and life skills enrichment classes.

## Education

Bachelor of Arts, Art Education (K-12) 2008 Herron School of Art and Design | Indiana University Purdue University- Indianapolis, IN

Master of Arts, Mass Media and Communications 2015 University of Florida

Educates stakeholders on proper use of ergonomic equipment, personal protective equipment. Manages sharps safety plan including education on prevention of sharps injuries, safety mechanisms and treatment and reporting of sharps injuries. • Serve as a liaison between the facility, injured worker, the healthcare providers, the workers compensation carrier and pertinent administrative staff, relative to their functions. Performs additional tasks relative to the job functions and/or as instructed by supervisory, regulatory or administrative personnel as necessary. • Provide education for the facility on health and wellness, injury prevention and safety in the workplace.

Director of School Health and Safety Arizona Department of Education, Phoenix, Arizona  
7/2017- 05/2019

- Direct program staff in providing health education, professional development and technical assistance to schools on school health and safety programs.
- Develop and direct behavioral health program through SAMHSA grant for youth mental health services and provide health education, professional development and training for school staff.
- Review, analyze and interpret state and federal regulations related to school health and safety guidelines.
- Interface with state and federal bodies to ensure proper interpretation of state and federal guidelines.
- Manage and facilitate the development of procedures for the implementation of state and local school health and safety initiatives.
- Develop curriculum, oversee, and provide workshop, health education and trainings related to school health and safety.
- Develop and manage program evaluation tools.
- Develop and foster internal and external stakeholder relationships to ensure effective collaborative efforts.
- Oversee program operations for school health and safety programs.
- Manage and provide leadership to School Health and Safety Program Staff.
- Obtained key partnerships and grant funding which resulted in approximately 10 million dollars in revenue. growth.

Deputy Associate Superintendent Arizona Department of Education, Phoenix, Arizona  
12/2016-7/2017

- Support and facilitate the vision and mission of the agency and Associate Superintendent
- Oversee the management of the financial and operational activities of Health and Nutrition
- Oversee Federal Financial reporting for Health and Nutrition Services
- Assist with division wide technology infrastructure
- Serve as a liaison between technology team and program areas
- Work with staff to update program web sites
- Approve program expenditures and ensure procurement requirements are met
- Coordinate strategies with state and community partners
- Work with legislative liaisons
- Develop operational policies and procedures
- Interpret and enforce federal and state regulations
- Review grant submissions and ensure proper reporting occurs on all awards
- Oversee, direct, and support division directors.
- Oversee division in the absence of the Associate Superintendent

Clinical School Health Director Arizona Department of Education, Phoenix, Arizona  
11/2015-12/ 2016

- Facilitate the development and maintenance of evidence based guidelines and resources for school health providers to ensure safe practice in school health services
- Supervise the development and oversee hands on workshops for school health staff to ensure competency of skills, and evidence based case management practices.
- Function as preceptor for post-secondary nursing students, through clinical internship programs providing education on school nursing standards of practice.
- Work with

with nurse educators and administrators to develop and evaluate school programs including, sharing student success data and insights. • Function as preceptor for post-secondary nursing students, through clinical internship programs providing education on school nursing standards of practice.

School Nurse Avondale School District, Avondale, Arizona 07/2008-01/2009

- Provide acute pediatric nursing care for public school servicing 1000+ students, grades K-8.
- Develop plans for student care based on assessment, interventions and identification of outcomes and evaluation of care.
- Monitoring of immunizations, managing communicable diseases, assessing the school environment for safety to prevent injury, and spearheading infection control measures.
- Development of pediatric health care plans and emergency care plans, administration of medication and health care procedures.
- Supervision and training of licensed and unlicensed personnel in the provision of health services.
- Health Care consultant for school education teams such as committee on Special Education, Emergency Preparedness Team, Individualized Educational Plan team and the Section 504 team.
- Provide staff health services, training related to risk management/emergency preparedness operations and all health-related topics.
- Liaison for school, family and community, providing health fairs, screenings, and health resources and trainings for families and the community.
- Provide acute pediatric nursing care for public school servicing 1000+ students, grades K-8.
- Develop plans for student care based on assessment, interventions and identification of outcomes and evaluation of care.
- Monitoring of immunizations, managing communicable diseases, assessing the school environment for safety to prevent injury, and spearheading infection control measures.
- Development of pediatric health care plans and emergency care plans, administration of medication and health care procedures.
- Supervision and training of licensed and unlicensed personnel in the provision of health services.
- Health Care consultant for school education teams such as committee on Special Education, Emergency Preparedness Team, Individualized Educational Plan team and the Section 504 team.
- Provide staff health services, training related to risk management/emergency preparedness operations and all health-related topics.
- Liaison for school, family and community, providing health fairs, screenings, and health resources and trainings for families and the community.

Senior Administrative School Nurse Pineland Learning Center, Vineland, New Jersey. 09/2001-06/2008

- Management, recruitment, hiring and training of school health staff.
- Provide employee health services, including immunization monitoring, training on OSHA requirements, workplace safety rules and regulations, the organization and instruction of staff in- services.
- Member of the risk management team and administrative council which duties included the assistance in the development of school policies and procedures, health care consultant for IEP team and team lead for emergency preparedness operations.
- Case management for students in an alternative learning environment, due to behavioral health issues, and a variety of special needs. Work closely with behavioral health specialists to ensure mental health services for students.
- A liaison between families, community services, and public health agencies, development and oversight of health fairs, and employee wellness programs.
- Health teacher for K-12 student population, providing curriculum development and lesson plans.
- Provide acute nursing care for students, grades K-12.
- Develop plans for student care based on assessment, interventions and identification of outcomes and evaluation of care.
- Monitoring of immunizations, managing communicable diseases, assessing the school environment for safety to



## **CURRICULUM VITAE**

**LAUREN SAVAGLIO, EdD, MS, BS, EMT**

### **Contact Information**

College of Health Solutions

Arizona State University

Health South 484, 500 N. 3<sup>rd</sup> St., Phoenix, AZ 85004-0698, Mail Code 3020

Phone: (480) 277-2535

Email: Lauren.Savaglio@asu.edu

CV Revised September 2019

### **Academic Training**

- Arizona State University, Glendale, AZ, EdD in Leadership and Innovation, 2019
  - Dissertation: The Impact of Faculty Mentoring on Self-Efficacy and College-Completion Perceptions.
  - Advisor: Dr. Molly Ott
- George Mason University, Fairfax, VA, MS in Global Health, 2009
  - Internship at Women's Interagency HIV Study, Washington, DC
  - Member of Phi Beta Delta, International Education Honor Society
- Mesa Community College, Mesa, AZ, 2007, Emergency Medical Technician Certification, National Registry no. E3047960, Arizona State Registry no. 78323
- Arizona State University, Tempe, AZ, 2004, BS in Political Science, International Relations Certificate

### **Professional Employment Record**

- International Public Health Degree Coordinator, College of Health Solutions, Arizona State University, 2019-Present
- Public Health Degree Coordinator, College of Health Solutions, Arizona State University, 2017-2019
- Lecturer, Public Health, Health Education and Health Promotion, and Health Sciences Programs, Arizona State University, 2015-present
- Environmental Health Manager, Gila County Division of Health and Emergency Services, 2013-2014
- Health Programs Manager, Gila County Division of Health and Emergency Services, 2012-2013
- Faculty Associate, Health Sciences Program, Arizona State University, 2012-2014
- Adjunct Professor, George Mason University, Department of Global and Community Health, Department of Nutrition, 2010-2014
- Research Associate, National Academy of Sciences, Institute of Medicine, Environmental Health and Bioethics Research Associate, 2010-2012
- Qualitative Data Analyst, Johns Hopkins University, School of Public Health, HIV Research Assistant, 2010-2011

- Emotional Intelligence, January 2016
- Evidence Based Teaching in Higher Ed, December 2015
- 2015 Arizona Health Equity Conference – Building Bridges: Connecting Communities in Research, Practice, and Policy (CEU 8 hours), October 2015
- Annual Evaluation Training, August 2015
- ASU Online Faculty Expectations – Best Practices for Teaching Online, February 2015
- Formative Assessments, March 2015
- Merit Evaluation Workshop, January 2015

### **Clinical Medical Trainings**

- CEU (3 hours) Emergency Grand Rounds Skills Lab, April 2019
- CEU (2.5 hours) – CPR and First Aid, March 2019
- CEU (2.5 hours) – Head Traumas, February 2019
- CEU (2.5 hours) – Trauma Assessment, January 2019
- CEU (2.5 hours) – IV Recertification, November 2018
- CEU (2.5 hours) – Allergic Reactions, October 2018
- CEU (2.5 hours) – Childhood Emergencies, September 2018
- CEU (2.5 hours) – Geriatrics, August 2018
- CEU (2.5 hours) – Head Trauma, July 2018
- CEU (2.5 hours) – Heat Injuries, June 2018
- CEU (2.5 hours) – Airway Management, May 2018
- CEU (2.5 hours) – Diabetic Emergencies, April 2018
- CEU (2.5 hours) – Spinal motion restriction, February 2018
- CEU (2.5 hours) – Trauma assessment with limited medical tools, January 2018
- CEU (2.5 hours) – IV Recertification, November 2017
- CEU (2.5 hours) – Complicating Medical Conditions in the Wilderness, October 2017
- CEU (2.5 hours) – Medical Documentation, September 2017
- CEU (2.5 hours) – Advanced Cardiac Treatments, August 2017
- CEU (2.5 hours) – Splitting and Immobilization, July 2017
- CEU (2.5 hours) – Environmental injuries and exposures, June 2017
- CEU (2.5 hours) – Heat injuries, May 2017
- CEU (2.5 hours) – Airway, April 2017
- CEU (2.5 hours) – CPR and first aid, March 2017
- CEU (2.5 hours) – Head Traumas, February 2017
- CEU (2.5 hours) – Trauma Assessment, January 2017
- CEU (2.5 hours) – IV Recertification, November 2016
- CEU (2.5 hours) – Allergic Reactions, October 2016
- CEU (2.5 hours) – Childhood Emergencies, September 2016

- Full Immersion Class
- CHS 493 Honors Thesis
  - Semesters taught: Fall 2019, Spring 2019
  - Full Immersion Class
- CHS 499 Individualized Instruction
  - Semesters taught: Spring 2019, Spring 2018
  - Full Immersion Class
- EXW 450 Social Determinants of Health & Behavior
  - Semesters taught: Fall 2018
  - Online Course
- EXW 598 Special Topics: Aging and Lifestyle Behaviors
  - Semester taught: Fall 2016
  - Full Immersion Class
  - Re-designed course
- HCD 400 Interpreting Scientific Literature
  - Formally HSC 420
  - Semesters taught: Summer 2019, Summer 2018, Fall 2017, Summer 2017, Fall 2016, Summer 2016, Fall 2015, Spring 2015
  - Full Immersion and Online Class
- HSC 210 Cultural Aspects of Health
  - Semesters taught: Spring 2016, Spring 2015, Fall 2014, Spring 2014, Spring 2013
  - Online Class
- HSC 300 Complementary and Alternative Healthcare
  - Semesters taught: Summer 2015, Spring 2015, Fall 2013, Fall 2012
  - Full Immersion Class and Online Class
- HSC 320 Applied Medical and Healthcare Ethics
  - Semesters taught: Fall 2019, Summer 2015, Spring 2015
  - Online Class
  - Course Lead
- HCD 332 Health Care Legislation
  - Formally HSC 332 Health Care Legislation
  - Semesters taught: Fall 2019, Spring 2016
  - Online Class
- HSC 340 Changing Health Behaviors
  - Semesters taught: Summer 2016
  - Online Class
- HSC 400 Practicum in Health Sciences
  - Semesters taught: Fall 2015
  - Full Immersion Class
  - Re-designed course
  - Course Lead
- HSC 484 Internship
  - Semesters taught: Fall 2015, Summer 2015

- Donielle Dominguez, Second Reader, Applied Project, Increasing perception of hydration among health care professionals in long term care facilities, completed summer 2017
- Ryan Cengel, Second Reader, Applied Project, Does offering breakfast in the classroom instead of in the school cafeteria increase participation rates of breakfast, whole grains and milk among high school students in Title I schools, completed, summer 2017
- Christina Shaw, Second Reader, Applied Project, Impact of a whole food plant-based jumpstart program on males and females led by a clinical dietitian on health outcomes, completed, spring 2017

### Honors Thesis Committee Memberships

- Zoe Braunstein, Director, Honors College Thesis, Title TBD, topic on health outcomes in incarcerated women, in progress, 2019
- Judie Omais, Director, Honors College Thesis, Title TBD, topic on vaccine perceptions amongst college aged students at Arizona State University, in progress, 2019
- Anna Swette, Director, Honors College Thesis, Rabid Animals Prevention Program in Gila County, completed, spring 2019
- Brandon Diaz, Director, Honors College Thesis, If former combatant veterans who have lost limbs where to receive advanced prosthesis enhancements, would it help to alleviate physical and mental pain associated with their phantom pain of their lost limb(s) compared to having no enhancements at all or being alternatively provided with some physiotherapy associated with phantom pain syndrome? completed, spring 2016
- Rachael Tomlinson, Second Reader, Honors College Thesis, SES and chronic disease in medically underserved areas/populations designed by HRSA in Arizona, completed spring 2016
- Lindsey Summers, Second Reader, Honors College Creative Project, How a Mediterranean style diet can be effective at reducing the symptoms of Alzheimer's disease at an assisted facility setting, completed, spring 2016

### Independent Studies

- Rachel Tomlinson, POSTS Scholars program mentor. Poster project to be presented in Washington, D.C. (June 2016) at a networking event. SES and chronic disease in Medically Underserved Areas/Populations designed by HRSA in Arizona, completed, spring 2016
- Lindsey Summers, Honors project, Will behavioral therapy be more effective in helping deaf children ages 5-13? completed, fall 2015
- Misty Preston, Director, Successful population health research programs at undergraduate institutions, completed, fall 2015
- Devin Nez, Director, Literature review: Native American adolescents and depression, completed, fall 2015
- Jeanne-Marie May, Director, Development of an HPAC course for second year students in CHS, completed, fall 2015
- Brandon Diaz, Honors project, Literature review: A brief analysis of Phantom Pain Syndrome and effectiveness of differing treatments, completed fall 2015

### **College Services**

- Grand Challenges Committee, Member, 2019
- PLuS Alliance Working Group, Member, 2018-present
- Affinity Network Committee, Member, 2018-2019
- Student Engagement and Retention Mentoring Program, 2017
- Student Engagement and Retention Committee, Member, 2016-2017

### **University Services**

- Faculty Women's Association, Member, 2016-present

### **Professional Services**

- Maricopa County Child Fatality Review Board – Homicide, Member, 2018-2019
- Arizona Public Health Association, 2015-present
  - AZPHA Board Member, Director of Professional Development & Academic Relations, 2015-present
  - Chair of the AZPHA Mentoring Program, 2015-present
  - AZPHA Membership Committee Member, 2015-present
  - AZPHA Spring Conference Planning Committee, 2015-2016
  - AZPHA Student Subcommittee Chair, 2015-2016
  - AZPHA Newsletter Editor, 2015-2017
  - AZPHA Social Media Committee Member, 2015-2017

### **Professional Community Services**

- Volunteer for Greater Valley Area Health Education Center. Awarded Volunteer of the Year, 2017. January 2017 – 2019
- Director of Professional Development and Academic Relations and Director of the Mentoring Program for Arizona Public Health Association. August 2015 – Present
- Member of the Pinal County Search and Rescue Posse within the Pinal County Sheriff's Office, medical team, ground response team, and 4x4 team. April 2014 – Present

### **Administrative Duties: Degree Coordinator**

- Coordinate the program between Arizona State University and University of North South Wales
- Prepare annual program related reports
  - Academic Program Review: Primary responsibility for data analysis, writing and revising final Academic Program Review section for the BS degree program
  - Annual Assessment Plans: Responsible for coordination, data collection and analysis, and writing and revising of final Annual Assessment Plan reports
  - Perform benchmarks and review content of our curriculum and compared to other institutions of higher learning
- Coordinate ongoing curriculum (major map) and new course development and revision (course content, congruence, progression, and prerequisites) and write/submit appropriate changes for approval to the Curriculum Committee

- Identify, develop and monitor current internship sites
- Provide leadership and direction in the areas of individual assessment, educational choices, career-planning and development and employment strategies for students
- Assess the effectiveness of internship programs
- Teach POP 444 Population Health Field Experience course

August 2016 - December 2016

Lab Instructor's Assistant for Anatomy and Physiology • Independently supervised open lab hours for anatomy students • Prepared students for upcoming anatomy practical exams by answering questions, utilizing anatomy models, and verbally testing student knowledge • Explained and taught concepts of anatomy and physiology to students • Reduced Anatomy and Physiology Instructor's workload by graded student homework and quizzes

January 2017 - May 2017 Phlebotomy Program Completion at AMTI and Sonora Quest Externship

- Acquired proper skills to perform safe phlebotomy procedures including drawing blood with butterfly needles and straight needles • Maintained a safe environment by consistently communicating with patients and staff • Processed blood and urine specimens to prepare these items for lab testing
- Learned effective procedures to quickly, safely respond to patients losing consciousness or becoming nauseous during blood draw

- Meeting/small group facilitation
- Skills

#### Level of expertise

- Parent Educator: June 2016 to February 2017 Easter seals Blake Foundation, Casa Grande Arizona
- Utilized knowledge of evidence-based programs to inform parents and assist in goal-setting
- Conducted home visits to assess family environment and provide resources to combat behavioral or environmental setbacks
- Developed rapport to create safe and trusting environment for care
- Collaborated with community program leaders and advocates to make resources accessible to those in need
- Public Health Emergency Preparedness Coordinator: June 2014 to May 2016
- Gila County Health and Emergency Management, Globe Arizona
- Led a small public health team in delivery of a Health Impact Assessment (HIA) project requiring close cooperation among members to share information and develop solutions to
- meet broad array of grant deliverables
- Conducted training to improve baseline knowledge of all staff
- Identified and resolved process issues to encourage smoother procedures, more efficient workflow and overall improvement
- Conducted field visits and met with members of the community to raise awareness around various health topics
- Pharmacy Technician: December 2006 to December 2014
- Walmart Pharmacy, Casa Grande Arizona
- Coordinated verification and filling of more than 900 daily prescriptions in high-volume retail pharmacy environment
- Solved customer problems in-person or over telephone by providing assistance with placing orders, navigating systems and locating items
- Resolved non-routine issues like third-party billing, computer system and customer service issues
- Completed paperwork, entering prescription and insurance or billing information into patient profiles

#### Certifications

- Certified Pharmacy Technician 2006 to present
- PTCB, Arizona State Board of Pharmacy
- CPR, First Aid, AED
- Expires September 2021



## Required Documents

### **Subcontractor Listing**

Anne Watters – Social Media/Marketing, Crossover Innovations

[admin@crossoverinnovations.org](mailto:admin@crossoverinnovations.org)

**GILA COUNTY**

**REQUEST FOR PROPOSALS (RFP) NO. 102119**

**CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE**

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



**\*BOARD OF SUPERVISORS\***

**Tim R. Humphrey, Chairman**

**Woody Cline, Vice Chairman**

**Tommie C. Martin, Member**

**\*COUNTY MANAGER\***

**James Menlove**



**GILA COUNTY  
NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 102119  
CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE**

---

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to develop a program for Consultation Services: Health Prevention and Surveillance.

**SUBMITTAL DUE DATE:** 3:00 PM, MST, December 18, 2019

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

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

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

All proposals shall be made on the request for sealed proposals forms included in this RFP No. 102119 package and shall include all applicable taxes.

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

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

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

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

Dates advertised in the Arizona Silver Belt: **November 27, 2019 and, December 04, 2019**

Signed: \_\_\_\_\_

Woody Cline, Chairman of the Board

Date: 11/19/19

Signed: \_\_\_\_\_

The Gila County Attorney's Office

Date: 11/19/19

## TABLE OF CONTENTS

| CONTENT   | PAGE  |
|---|-------|
| Notice of Solicitation.....                               | 1     |
| Table of Contents.....                                    | 2     |
| Intent.....   | 3     |
| Scope of Work .....                                       | 4-5   |
| Exhibit "A"; Instructions to Bidders.....                 | 6-8   |
| Preparation of Sealed Bid .....                           | 6     |
| Amendments .....  | 7     |
| Inquiries.....  | 7     |
| Late Proposals .....                                      | 7     |
| Submittal Bid Format .....                                | 7-8   |
| General Terms and Conditions .....                        | 9-10  |
| Award of Contract .....                                   | 9     |
| Protests .....  | 9     |
| Laws & Ordinances.....                                    | 10    |
| Exhibit "B"; Contract Award Agreement .....               | 11-15 |
| Overcharges by Antitrust Violations.....                  | 11    |
| Authority to Contract .....                               | 11    |
| Contract Amendments .....                                 | 11    |
| Contract Default .....                                    | 11    |
| Right to Assurance.....                                   | 12    |
| Co-op Intergovernmental Purchasing Agreement .....        | 12    |
| Cancellation of County Contracts.....                     | 12    |
| Termination of Contract.....                              | 12    |
| Indemnification Clause.....                               | 13    |
| Insurance Requirements .....                              | 13-15 |
| Exhibit "C"; Minimum Specifications and Information ..... | 16-17 |
| Section 1.0; General Purpose .....                        | 16    |
| Section 2.0; Bid Pricing & Term .....                     | 16    |
| Section 3.0; Negotiations .....                           | 16    |
| Qualification and Certification Forms.....                | 18-19 |
| Price Sheet.....  | 20    |
| Reference List .....                                      | 21    |
| No Collusion Form.....                                    | 22    |
| Certification Regarding Debarment.....                    | 23    |
| Intentions Concerning Subcontracting .....                | 24    |
| Legal Arizona Workers Act Compliance .....                | 25    |
| Checklist & Addenda Acknowledgment .....                  | 26    |
| Offer Page.....   | 27    |
| Acceptance of Offer Page.....                             | 28    |

---

## **INTENT**

### **REQUEST FOR PROPOSAL FOR: Consultation Services: Health Prevention and Surveillance**

#### **INTENT:**

Gila County Public Health Department (GCPHD) seeks to improve: outcomes for residents effected by the current public health opioid epidemic; and increase program effectiveness and utilization of immunization programs for community members and vulnerable populations. GCPHD is seeking consultation services from local Arizona, health focused, consultants in the areas of opioid prevention services, and immunization marketing and research programming, for rural communities. GCPHD has allocated \$60,000 for opioid prevention, and \$40,000 for immunization marketing and research consultative services. We are requesting bids that comprehensively address prevention services in these areas.

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

## **SCOPE OF WORK:**

### **Consultation Services: Health Prevention and Surveillance**

#### **Opioids Prevention**

GCPHD currently has funding through the Arizona Department of Health Services to provide prescription drug overdose prevention strategies for Gila County residents. Recently GCPHD received funding to establish the Gila County Overdose Fatality Review Team to collect and review data on the causes of deaths and recommend change in policies and programs that will decrease the number of Gila County overdose deaths. GCPHD was the first health department in Arizona to implement a naloxone distribution center in Globe and Payson Arizona. GCPHD has established partnerships with Copper Basin Coalition and Sonoran Prevention Works. These partnerships focus on educating the community on safe medication disposal, introduction of harm reduction philosophies, usage and importance of naloxone and referrals to treatment and services.

#### **Goals:**

1. Facilitate Fatality Review Team to address opioid mortality rates in Gila County
2. Expand community naloxone program in Gila County

#### **Immunization**

Immunization coverage rates in Arizona continue to fall. The ability for parents to opt their child out of vaccination is simple and is being done more frequently throughout Arizona. This has resulted in families and communities being at increased risk for vaccine preventable diseases. Arizona Department of Health Services (ADHS) has identified the following approaches that could aid in addressing this negative trend and increase vaccine coverage rates across all Arizona communities:

1. Improve vaccine education to professionals who will interact with parents
2. Implement public information campaigns to promote vaccination
3. Evaluate the effectiveness of current vaccine education pilot in reducing exemptions
4. Ensure private providers continue to provide childhood vaccination services
5. Determine best practices for improving vaccination coverage
6. Partner with the Department of Education to increase school vaccination rates and compliance

#### **RECOMMENDATIONS TO ADDRESS GOAL 1:**

1. Provide vaccination education materials for traditional VFC vaccination providers.
2. Provide vaccination education materials for non-traditional vaccination providers and health educators

#### **RECOMMENDATIONS TO ADDRESS GOAL 2:**

1. Develop plans for regular pro-vaccination campaign messaging.
2. Develop pro-vaccination social media messaging.

#### **RECOMMENDATION TO ADDRESS GOAL 3:**

1. Utilize 2019/2020 Immunization Data Report data to assess education course effectiveness in reducing the use of personal beliefs exemptions.

#### **RECOMMENDATIONS TO ADDRESS GOAL 4:**

2. Work with vaccination billers and vaccination payers to identify barriers to reimbursement for vaccine counseling.
3. Provide materials that clearly define the benefits of VFC program participation and how to enroll.
4. Review the recommendations from the Vaccine Financing and Availability Advisory Committee.

#### **RECOMMENDATION TO ADDRESS GOAL 5:**

1. Conduct a comprehensive literature review of the 50 states to identify strategies implemented in other states that have proven to be effective at improving vaccination coverage.

#### **RECOMMENDATIONS TO ADDRESS GOAL 6:**

1. Coordinate with Arizona Department of Education (ADE) staff to identify areas that would benefit from pro-vaccination communication.

## **MINIMUM QUALIFICATIONS:**

GCDPH will accept proposals from organizations with the following types and levels of experience as a public health consultant

- Individual or agency that employs a professional with a completed Master of Public Health from an accredited university.
- A minimum of three (3) years of experience with public health marketing, experience acquired concurrently is considered acceptable.
- Must document all prior experience working with opioid prevention, immunization marketing, immunization surveillance, and facilitating public health boards.
- Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.
- Experience with local rural public health agencies using grant management principles is preferred.

Qualifying experience includes:

## **EXAMINATION INFORMATION:**

This examination utilizes an evaluation of Education and Experience (E&E) weighted 100% and is based solely upon information provided within the application. Information provided with the application will be assessed in relation to the elements of the scope of work and linked to the knowledge, skills, and abilities required for the work.

Special care should be taken to submitting a complete description of educational qualifications and experience relevant to the typical tasks, scope, and minimum qualifications stated on this announcement. Supplemental information will be accepted but competitors should read the announcement carefully to determine what kind of information will be useful to those individuals completing the evaluation.

The County reserves the right to revise the examination plan to better meet the needs of the service if the circumstances under which this examination was planned change. Competitors shall be notified of such revisions.

**SCOPE:** Rankings will be determined based on the depth and breadth of professional education and experience beyond what is minimally required.

It is the intent of Gila County to award a contract to a qualified Contractor for the Consultation Services: Health Prevention and Surveillance.

See page 20 of Bid Packet for Price Proposal.

## **INFORMATION REQUESTS**

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



## INSTRUCTIONS TO BIDDERS

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

### EXHIBIT "A" INSTRUCTIONS TO BIDDERS

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

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

### **Addendum**

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

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

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

### **Inquiries**

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a request for proposals should refer to the appropriate request for proposals number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. **Questions received after 3:00 P.M., Thursday, December 12, 2019 will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **Late Proposals**

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

### **Submittal Proposal Format:**

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

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

**The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies with original signatures shall be provided by the Bidder. The words "SEALED PROPOSAL" with Proposal Title "CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE", Proposal No., "102119", Date "December 18, 2019", and time "3:00 PM" of proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.**

---

## **GENERAL TERMS AND CONDITIONS**

### **Award of Contract**

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

### **Protests**

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

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

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

#### **Laws and Ordinances**

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

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

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

### **Overcharges by Antitrust Violations**

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

### **Authority to Contract**

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

### **Contract Amendments**

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

### **Contract Default**

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

### **Right to Assurance**

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

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

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

### **Cancellation of County Contracts**

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

### **Termination of Contract**

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

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

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

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

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

#### **Indemnification Clause**

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

#### **General**

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

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

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

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



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

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

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

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

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

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

|                       |           |
|-----------------------|-----------|
| Workers' Compensation | Statutory |
| Employers' Liability  |           |

|                         |           |
|-------------------------|-----------|
| Each Accident           | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit  | \$500,000 |

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

3. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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

---

## **MINIMUM SPECIFICATIONS**

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

#### **Purpose**

It is the intent of this invitation for proposals to enter into a contract with a qualified Contractor to provide CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE for Gila County.

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

### **SECTION 1.0**

#### **General Purpose**

- 1.1 All proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the proposal specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of county needs and in no event shall the county be obligated to purchase the exact quantities of any item set forth in the proposal. The county does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its proposal submission to assure the following requirements are met.
  - 1.3.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
  - 1.3.2 Qualification and Certification Form (page 19-20)
  - 1.3.3 Price Sheet (page 21)
  - 1.3.4 References List (page 22)
  - 1.3.5 No Collusion Certification (page 23)
  - 1.3.6 Certification of Debarment (page 24)
  - 1.3.7 Intentions Concerning Subcontracting (page 25)
  - 1.3.8 Legal Arizona Workers Act Compliance (page 26)
  - 1.3.9 Israel Boycott Certification (page 27)
  - 1.3.10 Checklist & Addenda Acknowledgment (page 28)
  - 1.3.11 Offer Page (page 29)
  - 1.3.12 Acceptance of Offer (page 30)

### **SECTION 2.0**

#### **Proposal Pricing & Term**

- 2.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.

- 2.2 The term of the contract shall commence upon award and shall remain in effect for one year from the date of award. The county shall have the option to renew the contract for three (3) additional one (1) year periods upon agreement of both parties.

### **SECTION 3.0**

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

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

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

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

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

## QUALIFICATION AND CERTIFICATION FORM

### EXHIBIT "D" Bidder Qualifications and Certification

#### **Purpose**

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

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

#### **Contract Number 102119 CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE**

The applicant submitting this proposal warrants the following:

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



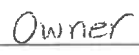
Jason Gillette  
1176 S Osborn Lane, Gilbert, AZ 85296  
(480) 721-3855

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

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

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

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

  
\_\_\_\_\_  
**Signature of Authorized Representative**  
  
\_\_\_\_\_  
**Printed Name**  
  
\_\_\_\_\_  
**Title**

**PRICE SHEET**

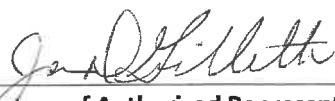
Please complete price sheet in its entirety for the services provided in RFP 102119 CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE.

Contractor Name: Guild Consulting, LLC.

Phone No.: 480 721 3855

| COSTS  |                      |
|--|----------------------|
| <b>Annual Rate</b><br><br><i>(Contractor shall be paid per monthly expenditure report. Monthly expenditure report shall be submitted to Gila County by the 15<sup>th</sup> of the following month)</i> | \$ <u>100,000.00</u> |
| <b>TOTAL COST</b>  | \$ <u>100,000.00</u> |

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

  
\_\_\_\_\_  
**Signature of Authorized Representative**  
Jason Gillette  
\_\_\_\_\_  
**Printed Name**  
Owner  
\_\_\_\_\_  
**Title**

### REFERENCE LIST

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

#### References

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

1. **Company:** See Reference page  
**Contact:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Job Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. **Company:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Job Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. **Company:** \_\_\_\_\_  
**Contact:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Job Description:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Build Consulting  
**Name of Business**  
  
**Signature of Authorized Representative**  
Owner  
**Title**



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

STATE OF ARIZONA )

)ss

COUNTY OF GILA )

Jason Gillette

(Name of Individual)

being first duly sworn, deposes and says:

That he or she is Owner

(Title)

Of Guild Consulting, LLC. and  
(Name of Business)

That he or she is submitting a proposal on **CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE, RFP NO. 102119** and,

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

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

Guild Consulting, LLC.  
(Name of Business)

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

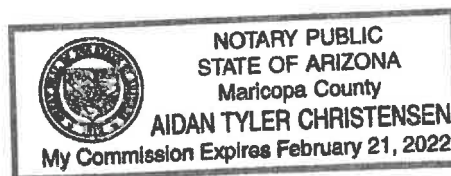
Guild Consulting, LLC.  
Name of Business

Jason Gillette  
By

Owner  
Title

Subscribed and sworn to before me this 18<sup>th</sup> day of December, 2019.

[Signature] My Commission expires: 02/21/2022  
Notary Public



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

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

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

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

J a s o n   G i l l e t t e  
Typed Name and Title of Authorized Representative

  
Signature of Authorized Representative

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

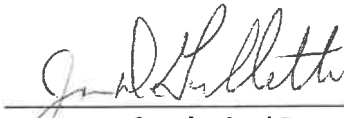

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on **Bid No. 102119 CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE**, my intention concerning subcontracting a portion of the work is as indicated below.

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

☒ **YES**, it is my intention to subcontract a portion of the work.

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

  
\_\_\_\_\_  
**Signature of Authorized Representative**  
  
\_\_\_\_\_  
**Printed Name**  
  
\_\_\_\_\_  
**Title**

**LEGAL ARIZONA WORKERS ACT COMPLIANCE**

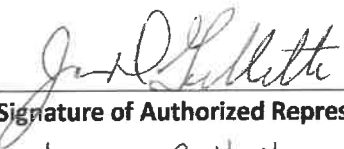
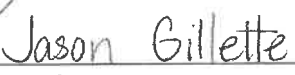
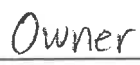
Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall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

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

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

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

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

  
\_\_\_\_\_  
**Signature of Authorized Representative**  
  
\_\_\_\_\_  
**Printed Name**  
  
\_\_\_\_\_  
**Title**

### ISRAEL BOYCOTT CERTIFICATION

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

Date: 12/18/19

  
Signature of Authorized Representative

Jason Gillette  
Printed Name

Owner  
Title

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

### BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT

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

#### CHECKLIST:

##### REQUIRED DOCUMENT

##### COMPLETED AND EXECUTED

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

✓  
✓  
✓  
✓  
✓  
✓  
✓  
✓  
✓

#### ACKNOWLEDGMENT OF RECEIPT OF ADDENDA:

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

Signed and dated this 18 day of December, 2019

Guild Consulting  
Contractor:

Jason Gillette  
By:

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 102119 CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, December 18, 2019, by 3:00 PM.

**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 102119 CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE**

**Contractor Submitting Proposal:**

Guild Consulting, LLC.  
Company Name

1176 S. Osborn Lane  
Address

Gilbert      Az      85296  
City                      State                      Zip

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

Name: Jason Gillette

Phone No.: (480) 721 3855

Fax \_\_\_\_\_

Email: jason.gillette@guildhealthconsulting.com

  
Signature of Authorized Person to Sign

Jason Gillette  
Printed Name

Owner  
Title

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

**ACCEPTANCE OF OFFER**

(For Gila County use only)

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

The Contractor \_\_\_\_\_ is now bound to provide the materials or services listed in RFP No.: 102119, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as **Contract No. 102119**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

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

**GILA COUNTY BOARD OF SUPERVISORS:**

**CONTRACTOR:**

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

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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




 3 Ravinia Drive  
 Atlanta GA 30346-2117

## DECLARATIONS

Policy Number 93-C1-K005-8

| Policy Period | Effective Date | Expiration Date |
|---------------|----------------|-----------------|
| 12 Months     | MAR 4 2019     | MAR 4 2020      |

The policy period begins and ends at 12:01 am standard time at the premises location.

M-24-2129-FAB8 F N

002593 3123

## Named Insured

 GUILD CONSULTING LLC  
 1176 S OSBORN LN  
 GILBERT AZ 85296-1465

 Agent and Mailing Address  
 CHUCK KELLY INS AGENCY INC  
 314 E THOMAS RD  
 PHOENIX AZ 85012-3202

PHONE: (602) 277-5776

## Office Policy

**Automatic Renewal** - If the **policy period** is shown as **12 months**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Limited Liability Company

 POLICY PREMIUM  
 Minimum Premium

\$ 325.00

 Countersigned  
 BY

Agent

 Prepared  
 MAR 15 2019  
 CMP-4000

 © Copyright, State Farm Mutual Automobile Insurance Company, 2008  
 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Continued on Reverse Side of Page

Page 1 of 6

 024685 290 I  
 N 1R

FORM 600 4-7-08 01 0011 (1-179911-1)



## DECLARATIONS (CONTINUED)

Office Policy for GUILD CONSULTING LLC  
Policy Number 93-C1-K005-8

**SECTION II - LIABILITY**

| <b>COVERAGE</b>                                | <b>LIMIT OF INSURANCE</b> |
|--|---------------------------|
| Coverage L - Business Liability                | \$1,000,000               |
| Coverage M - Medical Expenses (Any One Person) | \$5,000                   |
| Damage To Premises Rented To You               | \$300,000                 |
| <b>AGGREGATE LIMITS</b>                        | <b>LIMIT OF INSURANCE</b> |
| Products/Completed Operations Aggregate        | \$2,000,000               |
| General Aggregate                              | \$2,000,000               |

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**FORMS AND ENDORSEMENTS**

|            |                                |
|------------|--------------------------------|
| CMP-4100   | Businessowners Coverage Form   |
| CMP-4573   | Policy Endorsement             |
| CMP-4203.2 | Amendatory Endorsement         |
| CMP-4819.1 | Unauthorized Business Card Use |
| CMP-4705.2 | Loss of Income & Extra Expense |
| CMP-4710   | Employee Dishonesty            |
| CMP-4709   | Money and Securities           |
| CMP-4706   | Back-Up of Sewer or Drain      |
| CMP-4704.1 | Dependent Prop Loss of Income  |
| CMP-4703.1 | Utility Interruption Loss Incm |
| FE-6999.2  | Terrorism Insurance Cov Notice |
| FE-3650    | Actual Cash Value Endorsement  |
| CMP-4713.1 | Excl Testing Consulting E&O    |

Prepared  
MAR 15 2019  
CMP-4000

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Continued on Reverse Side of Page

Page 5 of 6



STATE FARM FIRE AND CASUALTY COMPANY  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

3 Ravinia Drive  
Atlanta GA 30346-2117

## DECLARATIONS

Policy Number 93-C1-K005-8

| Policy Period   | Effective Date | Expiration Date |
|---|----------------|-----------------|
| 12 Months   | MAR 4 2019     | MAR 4 2020      |
| The policy period begins and ends at 12:01 am standard time at the premises location. |                |                 |

M-24-2129-FAB8 F N

002593 3123

### Named Insured

GUILD CONSULTING LLC  
1176 S OSBORN LN  
GILBERT AZ 85296-1465

Agent and Mailing Address  
CHUCK KELLY INS AGENCY INC  
314 E THOMAS RD  
PHOENIX AZ 85012-3202

PHONE: (602) 277-5776

## Office Policy

**Automatic Renewal** - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Entity: Limited Liability Company

POLICY PREMIUM \$ 325.00  
Minimum Premium

Countersigned  
BY

Agent

Prepared  
MAR 15 2019  
CMP-4000

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Continued on Reverse Side of Page

Page 1 of 6

024685 290 I  
N 1R

528 505 4 3 05 31 0811 (415991-1)

**DECLARATIONS (CONTINUED)**

Office Policy for GUILD CONSULTING LLC  
Policy Number 93-C1-K005-8

**SECTION II - LIABILITY**

| <b>COVERAGE</b>                                | <b>LIMIT OF INSURANCE</b> |
|--|---------------------------|
| Coverage L - Business Liability                | \$1,000,000               |
| Coverage M - Medical Expenses (Any One Person) | \$5,000                   |
| Damage To Premises Rented To You               | \$300,000                 |
| <b>AGGREGATE LIMITS</b>                        | <b>LIMIT OF INSURANCE</b> |
| Products/Completed Operations Aggregate        | \$2,000,000               |
| General Aggregate                              | \$2,000,000               |

Each paid claim for Liability Coverage reduces the amount of insurance we provide during the applicable annual period. Please refer to Section II - Liability in the Coverage Form and any attached endorsements.

Your policy consists of these Declarations, the BUSINESSOWNERS COVERAGE FORM shown below, and any other forms and endorsements that apply, including those shown below as well as those issued subsequent to the issuance of this policy.

**FORMS AND ENDORSEMENTS**

|            |                                |
|------------|--------------------------------|
| CMP-4100   | Businessowners Coverage Form   |
| CMP-4573   | Policy Endorsement             |
| CMP-4203.2 | Amendatory Endorsement         |
| CMP-4819.1 | Unauthorized Business Card Use |
| CMP-4705.2 | Loss of Income & Extra Expense |
| CMP-4710   | Employee Dishonesty            |
| CMP-4709   | Money and Securities           |
| CMP-4706   | Back-Up of Sewer or Drain      |
| CMP-4704.1 | Dependent Prop Loss of Income  |
| CMP-4703.1 | Utility Interruption Loss Incm |
| FE-6999.2  | Terrorism Insurance Cov Notice |
| FE-3650    | Actual Cash Value Endorsement  |
| CMP-4713.1 | Excl Testing Consulting E&O    |

Prepared  
MAR 15 2019  
CMP-4000

© Copyright, State Farm Mutual Automobile Insurance Company, 2008  
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Continued on Reverse Side of Page

Page 5 of 6

## EXHIBIT "K"

## BID RESULTS



GILA COUNTY

BID

TITLE: Consultation Services: Health Prevention and Surveillance

BID

DUE

NO.:

102119

DATE:

12/18/2019 3:00PMR  
A  
N  
K  
I  
N  
G

|    | BIDDER FIRM NAME     | BID AMOUNT | COMMENTS |
|----|----------------------|------------|----------|
| 1  | Guild Consulting LLC | \$100,000  |          |
| 2  |                      |            |          |
| 3  |                      |            |          |
| 4  |                      |            |          |
| 5  |                      |            |          |
| 6  |                      |            |          |
| 7  |                      |            |          |
| 8  |                      |            |          |
| 9  |                      |            |          |
| 10 |                      |            |          |

R  
A  
N  
K  
I  
N  
G

# QUOTE TABULATION FORM



GILA COUNTY

BID

TITLE: Consultation Services-Health Prevention and Surveillance Services

BID

DUE

NO.: 102119

DATE: December 18, 2019

|  | BIDDER FIRM NAME        | BID AMOUNT | COMMENTS |
|--|-------------------------|------------|----------|
|  | WOSZA LLC               |            |          |
|  | CROSSOVER INNOVATIONS   |            |          |
|  | GUILD HEALTH CONSULTING |            |          |
|  | FLEX BILT               |            |          |
|  | COLL CUNSLTING          |            |          |
|  |                         |            |          |
|  |                         |            |          |
|  |                         |            |          |
|  |                         |            |          |

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |





**GILA COUNTY**

**REQUEST FOR PROPOSALS (RFP) NO. 102119**

**CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE**

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



**\*BOARD OF SUPERVISORS\***

**Tim R. Humphrey, Chairman**

**Woody Cline, Vice Chairman**

**Tommie C. Martin, Member**

**\*COUNTY MANAGER\***

**James Menlove**



**GILA COUNTY**  
**NOTICE OF REQUEST FOR SEALED PROPOSALS NO. 102119**  
**CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE**

---

Notice is hereby given that Gila County is requesting proposals from qualified Contractors to develop a program for Consultation Services: Health Prevention and Surveillance.

**SUBMITTAL DUE DATE:** 3:00 PM, MST, December 18, 2019

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

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

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

All proposals shall be made on the request for sealed proposals forms included in this RFP No. 102119 package and shall include all applicable taxes.

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

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

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

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

Dates advertised in the Arizona Silver Belt: **November 27, 2019 and, December 04, 2019**

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

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

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

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

## TABLE OF CONTENTS

| CONTENT   | PAGE  |
|---|-------|
| Notice of Solicitation.....                               | 1     |
| Table of Contents.....                                    | 2     |
| Intent.....   | 3     |
| Scope of Work .....                                       | 4-5   |
| Exhibit “A”; Instructions to Bidders.....                 | 6-8   |
| Preparation of Sealed Bid .....                           | 6     |
| Amendments .....  | 7     |
| Inquiries.....  | 7     |
| Late Proposals .....                                      | 7     |
| Submittal Bid Format .....                                | 7-8   |
| General Terms and Conditions .....                        | 9-10  |
| Award of Contract .....                                   | 9     |
| Protests .....  | 9     |
| Laws & Ordinances.....                                    | 10    |
| Exhibit “B”; Contract Award Agreement .....               | 11-15 |
| Overcharges by Antitrust Violations.....                  | 11    |
| Authority to Contract .....                               | 11    |
| Contract Amendments .....                                 | 11    |
| Contract Default .....                                    | 11    |
| Right to Assurance.....                                   | 12    |
| Co-op Intergovernmental Purchasing Agreement .....        | 12    |
| Cancellation of County Contracts.....                     | 12    |
| Termination of Contract.....                              | 12    |
| Indemnification Clause.....                               | 13    |
| Insurance Requirements .....                              | 13-15 |
| Exhibit “C”; Minimum Specifications and Information ..... | 16-17 |
| Section 1.0; General Purpose .....                        | 16    |
| Section 2.0; Bid Pricing & Term .....                     | 16    |
| Section 3.0; Negotiations .....                           | 16    |
| Qualification and Certification Forms.....                | 18-19 |
| Price Sheet.....  | 20    |
| Reference List .....                                      | 21    |
| No Collusion Form.....                                    | 22    |
| Certification Regarding Debarment.....                    | 23    |
| Intentions Concerning Subcontracting .....                | 24    |
| Legal Arizona Workers Act Compliance .....                | 25    |
| Checklist & Addenda Acknowledgment .....                  | 26    |
| Offer Page.....   | 27    |
| Acceptance of Offer Page.....                             | 28    |

---

## **INTENT**

### **REQUEST FOR PROPOSAL FOR: Consultation Services: Health Prevention and Surveillance**

#### **INTENT:**

Gila County Public Health Department (GCPHD) seeks to improve: outcomes for residents effected by the current public health opioid epidemic; and increase program effectiveness and utilization of immunization programs for community members and vulnerable populations. GCPHD is seeking consultation services from local Arizona, health focused, consultants in the areas of opioid prevention services, and immunization marketing and research programming, for rural communities. GCPHD has allocated \$60,000 for opioid prevention, and \$40,000 for immunization marketing and research consultative services. We are requesting bids that comprehensively address prevention services in these areas.

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

## **SCOPE OF WORK:**

Consultation Services: Health Prevention and Surveillance

### **Opioids Prevention**

GCPHD currently has funding through the Arizona Department of Health Services to provide prescription drug overdose prevention strategies for Gila County residents. Recently GCPHD received funding to establish the Gila County Overdose Fatality Review Team to collect and review data on the causes of deaths and recommend change in policies and programs that will decrease the number of Gila County overdose deaths. GCPHD was the first health department in Arizona to implement a naloxone distribution center in Globe and Payson Arizona. GCPHD has established partnerships with Copper Basin Coalition and Sonoran Prevention Works. These partnerships focus on educating the community on safe medication disposal, introduction of harm reduction philosophies, usage and importance of naloxone and referrals to treatment and services.

### **Goals:**

1. Facilitate Fatality Review Team to address opioid mortality rates in Gila County
2. Expand community naloxone program in Gila County

### **Immunization**

Immunization coverage rates in Arizona continue to fall. The ability for parents to opt their child out of vaccination is simple and is being done more frequently throughout Arizona. This has resulted in families and communities being at increased risk for vaccine preventable diseases. Arizona Department of Health Services (ADHS) has identified the following approaches that could aid in addressing this negative trend and increase vaccine coverage rates across all Arizona communities:

1. Improve vaccine education to professionals who will interact with parents
2. Implement public information campaigns to promote vaccination
3. Evaluate the effectiveness of current vaccine education pilot in reducing exemptions
4. Ensure private providers continue to provide childhood vaccination services
5. Determine best practices for improving vaccination coverage
6. Partner with the Department of Education to increase school vaccination rates and compliance

### **RECOMMENDATIONS TO ADDRESS GOAL 1:**

1. Provide vaccination education materials for traditional VFC vaccination providers.
2. Provide vaccination education materials for non-traditional vaccination providers and health educators

### **RECOMMENDATIONS TO ADDRESS GOAL 2:**

1. Develop plans for regular pro-vaccination campaign messaging.
2. Develop pro-vaccination social media messaging.

### **RECOMMENDATION TO ADDRESS GOAL 3:**

1. Utilize 2019/2020 Immunization Data Report data to assess education course effectiveness in reducing the use of personal beliefs exemptions.

### **RECOMMENDATIONS TO ADDRESS GOAL 4:**

2. Work with vaccination billers and vaccination payers to identify barriers to reimbursement for vaccine counseling.
3. Provide materials that clearly define the benefits of VFC program participation and how to enroll.
4. Review the recommendations from the Vaccine Financing and Availability Advisory Committee.

### **RECOMMENDATION TO ADDRESS GOAL 5:**

1. Conduct a comprehensive literature review of the 50 states to identify strategies implemented in other states that have proven to be effective at improving vaccination coverage.

### **RECOMMENDATIONS TO ADDRESS GOAL 6:**

1. Coordinate with Arizona Department of Education (ADE) staff to identify areas that would benefit from pro-vaccination communication.

## **MINIMUM QUALIFICATIONS:**

GCDPH will accept proposals from organizations with the following types and levels of experience as a public health consultant

- Individual or agency that employs a professional with a completed Master of Public Health from an accredited university.
- A minimum of three (3) years of experience with public health marketing, experience acquired concurrently is considered acceptable.
- Must document all prior experience working with opioid prevention, immunization marketing, immunization surveillance, and facilitating public health boards.
- Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.
- Experience with local rural public health agencies using grant management principles is preferred.

Qualifying experience includes:

## **EXAMINATION INFORMATION:**

This examination utilizes an evaluation of Education and Experience (E&E) weighted 100% and is based solely upon information provided within the application. Information provided with the application will be assessed in relation to the elements of the scope of work and linked to the knowledge, skills, and abilities required for the work.

Special care should be taken to submitting a complete description of educational qualifications and experience relevant to the typical tasks, scope, and minimum qualifications stated on this announcement. Supplemental information will be accepted but competitors should read the announcement carefully to determine what kind of information will be useful to those individuals completing the evaluation.

The County reserves the right to revise the examination plan to better meet the needs of the service if the circumstances under which this examination was planned change. Competitors shall be notified of such revisions.

**SCOPE:** Rankings will be determined based on the depth and breadth of professional education and experience beyond what is minimally required.

It is the intent of Gila County to award a contract to a qualified Contractor for the Consultation Services: Health Prevention and Surveillance.

See page 20 of Bid Packet for Price Proposal.

## **INFORMATION REQUESTS**

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

## INSTRUCTIONS TO BIDDERS

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

### EXHIBIT "A" INSTRUCTIONS TO BIDDERS

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

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

### **Addendum**

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

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

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

### **Inquiries**

Any questions related to this request for proposal must be directed to those whose names appear on the notice. The Gila County Supervisors may require all questions be submitted in writing. Any correspondence related to a request for proposals should refer to the appropriate request for proposals number, page, and paragraph number. However, the Contractor(s) must not place the request for proposal number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official request for proposal due date and time. **Questions received after 3:00 P.M., Thursday, December 12, 2019 will not be answered.** Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### **Late Proposals**

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

### **Submittal Proposal Format:**

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



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

|  |
|--|
| <p><b>The Proposal shall be submitted in a sealed envelope, a minimum of Three (3) copies <u>with original signatures</u> shall be provided by the Bidder. <u>The words "SEALED PROPOSAL" with Proposal Title "CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE", Proposal No., "102119", Date "December 18, 2019", and time "3:00 PM" of proposal opening shall be written on the envelope. The Bidder(s) shall assume full responsibility for timely delivery at the location designated in the notice. Spiral bound proposals are not permitted.</u></b></p> |
|--|

---

## **GENERAL TERMS AND CONDITIONS**

### **Award of Contract**

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

### **Protests**

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

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

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

### **Laws and Ordinances**

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

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

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

### **Overcharges by Antitrust Violations**

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

### **Authority to Contract**

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

### **Contract Amendments**

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

### **Contract Default**

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

## **Right to Assurance**

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

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

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

## **Cancellation of County Contracts**

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

## **Termination of Contract**

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

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

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

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

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

### **Indemnification Clause**

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

### **General**

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

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

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

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

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

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

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

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

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

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

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

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

3. **Automobile Liability**

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

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

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

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

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

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

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

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

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

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

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



---

## MINIMUM SPECIFICATIONS

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

#### **Purpose**

It is the intent of this invitation for proposals to enter into a contract with a qualified Contractor to provide CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE for Gila County.

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

#### SECTION 1.0

##### **General Purpose**

- 1.1 All proposals must represent the entire package. Partial awards will not be made unless otherwise stated in the proposal specifications.
- 1.2 The parties specifically understand and agree that the quantities used for bidding purposes are estimates of county needs and in no event shall the county be obligated to purchase the exact quantities of any item set forth in the proposal. The county does not guarantee any maximum or minimum amounts of purchase.
- 1.3 Contractor shall review its proposal submission to assure the following requirements are met.
  - 1.3.1 **One (1) original and two (2) copies, total of three (3), all with original signatures,** shall be submitted at time of bid opening.
  - 1.3.2 Qualification and Certification Form (page 19-20)
  - 1.3.3 Price Sheet (page 21)
  - 1.3.4 References List (page 22)
  - 1.3.5 No Collusion Certification (page 23)
  - 1.3.6 Certification of Debarment (page 24)
  - 1.3.7 Intentions Concerning Subcontracting (page 25)
  - 1.3.8 Legal Arizona Workers Act Compliance (page 26)
  - 1.3.9 Israel Boycott Certification (page 27)
  - 1.3.10 Checklist & Addenda Acknowledgment (page 28)
  - 1.3.11 Offer Page (page 29)
  - 1.3.12 Acceptance of Offer (page 30)

#### SECTION 2.0

##### **Proposal Pricing & Term**

- 2.1 Prices shall be in effect for the duration of the contract period. Contractor shall incorporate all profit and discount into their price. The exception will be any price reduction, which will be applied to the contract immediately upon the Contractor's or Gila County's discovery of any such price reduction.

- 2.2 The term of the contract shall commence upon award and shall remain in effect for one year from the date of award. The county shall have the option to renew the contract for three (3) additional one (1) year periods upon agreement of both parties.

### **SECTION 3.0**

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

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

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

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

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

## QUALIFICATION AND CERTIFICATION FORM

### EXHIBIT "D" Bidder Qualifications and Certification

#### **Purpose**

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

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

#### **Contract Number 102119 CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE**

The applicant submitting this proposal warrants the following:

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

---

---

---

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

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

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

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

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

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

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

**PRICE SHEET**

Please complete price sheet in its entirety for the services provided in RFP 102119 CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE.

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

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

| <b>COSTS</b>   |          |
|--|----------|
| <b>Annual Rate</b><br><br><i>(Contractor shall be paid per monthly expenditure report. Monthly expenditure report shall be submitted to Gila County by the 15<sup>th</sup> of the following month)</i> | \$ _____ |
|  |          |
| <b>TOTAL COST</b>  | \$ _____ |

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

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

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

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

## REFERENCE LIST

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

### References

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

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

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

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

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

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

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

[illegible]

Page 22

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

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

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

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

---

Typed Name and Title of Authorized Representative

---

Signature of Authorized Representative

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



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

At the time of the submission of bids on **Bid No. 102119 CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE**, my intention concerning subcontracting a portion of the work is as indicated below.

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

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

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

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

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

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

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

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

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

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

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

---

**Signature of Authorized Representative**

---

**Printed Name**

---

**Title**

### **ISRAEL BOYCOTT CERTIFICATION**

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

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

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

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

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

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

### **BIDDER CHECKLIST & ADDENDA ACKNOWLEDGMENT**

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

#### **CHECKLIST:**

##### **REQUIRED DOCUMENT**

##### **COMPLETED AND EXECUTED**

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

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

---

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

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

Signed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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

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

Each proposal shall be sealed in an envelope addressed to the Finance Department, Gila County and bearing the following statement on the outside of the envelope: Request for Sealed Proposals: Bid No. 102119 CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE. All proposals shall be filed with the Gila County Finance Department Division in the Copper Building at 1400 E. Ash St., Globe, AZ on or before, December 18, 2019, by 3:00 PM.

**OFFER PAGE**

**TO GILA COUNTY:**

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

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

**CONTRACT NUMBER: 102119 CONSULTATION SERVICES: HEALTH PREVENTION AND SURVEILLANCE**

**Contractor Submitting Proposal:**

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

\_\_\_\_\_  
Address

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

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

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

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

Fax \_\_\_\_\_

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

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

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

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

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

**ACCEPTANCE OF OFFER**

(For Gila County use only)

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

The Contractor \_\_\_\_\_ is now bound to provide the materials or services listed in RFP No.: 102119, including all terms and conditions, specifications, and amendments, and the contractor's offer as accepted by Gila County.

The contract shall henceforth be referenced to as **Contract No. 102119**. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives written notice to proceed from Gila County.

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

**GILA COUNTY BOARD OF SUPERVISORS:**

**CONTRACTOR:**

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

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

**ATTEST:**

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

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

**APPROVED AS TO FORM:**

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

**ARF-5857**

**Regular Agenda Item 3. D.**

**Regular BOS Meeting**

Meeting Date: 02/04/2020

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY20-21

Budgeted?: Yes

Contract Dates 070120 - 063021

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

---

Information

Request/Subject

Approve advertisement of Request for Qualifications for attorneys for indigent legal representation.

Background Information

Each year the Superior Court in Gila County retains various attorneys to provide professional legal services, such as representation for indigent citizens in the categories of felony and misdemeanor criminal actions, delinquency, dependency, and mental health cases, as well as mediation services. This year Superior Court plans to issue a limited number of contracts for attorneys based on a request for the qualifications selection process. The intent is to retain qualified contract attorneys and limit the number of contracts issued.

Evaluation

Superior Court Administration has reviewed the prior practice of issuing professional service contracts for attorneys and has identified a robust selection process to select contract attorneys based on a scoring matrix and issue a limited number of contracts for indigent defense attorneys.

Conclusion

It is the intent of this Request for Qualifications solicitation to retain qualified contract attorneys for indigent defense.

Recommendation

Staff recommends proceeding with advertising public solicitation for Request for Qualifications for indigent defense attorneys.

Suggested Motion

Information/Discussion/Action to authorize the advertisement of Request for Qualifications No. 010220-*Indigent Defense Attorney Services* as outlined in the solicitation. **(Jonathan Bearup)**

---

Attachments

Request to Advertise

RFQ No. 010220-Indigent Defense Attorney Services

---



## EXHIBIT "H"

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

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

|  |  |
|--|--|
| <p style="text-align: center;"><b>IS THIS A REQUEST FOR</b> <span style="float: right;"><i>Check one</i></span></p> <p>Bids _____ Proposals _____</p> <p style="text-align: center;">Qualifications <u>  X  </u></p> | <p style="text-align: center;"><b>REQUEST NUMBER</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;"><i>(For Procurement Use Only)</i></p> |
|--|--|

**I. DESCRIPTION:** *List item(s) to be purchased, purpose, specific summary, estimated cost and funding source.*

**FUNDING** **PROJECTS:** Indigent Defense Services

Fund 1005 Dept No. 345 Program \_\_\_\_\_ Location \_\_\_\_\_ Account 4210.18

**INTENT**

It is the intent of this solicitation to establish contracts with attorneys to provide indigent defense services for felony cases; misdemeanor defense, juvenile delinquency and incorrigibility; and appellate / post-conviction in Gila County.

Signed: \_\_\_\_\_ Date 1/21/2020

*Elected Official or Department Head*

**II. DEPARTMENTAL INFORMATION ONLY:** *Action Dates*

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

**III. OTHER APPROVAL:** *Only as necessary*

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

Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Department Head Signature \_\_\_\_\_ Date \_\_\_\_\_

**IV. APPROVED**

Finance Director Signature \_\_\_\_\_ Date \_\_\_\_\_

**REQUEST FOR QUALIFICATIONS NO. 010220**

**INDIGENT DEFENSE ATTORNEY SERVICES**

**GILA COUNTY**



**\*BOARD OF SUPERVISORS\***

**Woody Cline, Chairman**  
**Tommie C. Martin, Vice Chairman**  
**Tim Humphrey, Member**

**\*County Manager\***

**James Menlove**



**GILA COUNTY  
PROCUREMENT GROUP  
NOTICE OF REQUEST FOR  
QUALIFICATIONS  
SOLICITATION NUMBER  
010220**

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

**BID DUE DATE:** March 12, 2020

**TIME:** 3:00 PM

**DESCRIPTION:** Indigent Defense Attorney Services

**PRE-BID CONFERENCE:** Not Applicable

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

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

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

Interested bidders may obtain a copy of this solicitation by calling Gila County Procurement at 928-402-4355, Bidders are strongly encouraged to carefully read the entire Request for Qualifications.

Proposals received by the correct time and date will be publicly opened and recorded thereafter in the Copper Building Conference Room, 1350 E. Monroe St., Globe, AZ, or another site, which may be designated. Any proposals received later than the date and time specified above will not be considered.

The County takes no responsibility for informing recipients of changes to the original solicitation document. It is the bidders responsibility to obtain a copy of any amendment relevant to this solicitation.

The Board of Supervisors reserves the right to reject any or all proposals, or to accept any proposal, or to waive any informality in any proposal, or to withhold the award if deemed in the best interest of Gila County.

All procurement activities conducted by Gila County are in conformance with the rules and regulations of the Gila County Procurement Code. A copy of the Code is available for review in the Clerk of the Board's Department, 1400 E. Ash Street, Globe, AZ.

Arizona Silver Belt advertisement dates: February 12, 2020 and February 19, 2020

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

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

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

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

## REQUEST FOR QUALIFICATIONS

### INDEX

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

#### Gila County General Provisions

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

Section A.      **REQUEST FOR QUALIFICATIONS**

**RFQ NO. 010220**

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

**Indigent Defense Attorney Services**

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

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

Until: 3:00 p.m. on March 12, 2020, at which time a representative of the Purchasing Services Department shall announce publicly the names of those firms submitting responses. No other public disclosure shall be made until after award of the contract.

All inquiries regarding this request shall be directed to:

|          |  |
|----------|--|
| Name:    | Betty Hurst, Gila County Contracts Administrator                     |
| Address: | 1400 E. Ash Street<br>Globe, AZ 85501                                |
| Phone:   | (928) 402-4355   |
| Email:   | <a href="mailto:bhurst@gilacountyaz.gov">bhurst@gilacountyaz.gov</a> |

Section B. **PURPOSE OF THE RFQ**

1. The intent of this RFQ is to establish a listing of qualified attorneys to provide legal representation to indigent defendants as assigned by the Superior Court or Court Administration. Attorneys interested in being selected for the proposed work shall submit their proposal to Betty Hurst – Gila County Contracts Administrator, by March 12, 2020 at 3:00 P.M.
2. Any questions regarding the proposed work must be submitted in writing no later than 3:00 P.M. on March 5, 2020. All questions will be answered in writing no later than March 10, 2020 at 3:00 P.M.
3. Proposals will be evaluated based on the minimum requirements and the evaluation criteria set forth in Section D.

Section C. **INSTRUCTIONS TO RESPONDENTS**

RFQ's shall be addressed and delivered to:

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

Responses shall be in a sealed envelope marked as follows:

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

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

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

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

#### Section D. **QUALIFICATIONS**

##### **Applicant Scoring**

**There is a maximum of one hundred (100) points available to all applicant attorneys based upon the criterion explained below.**

**“Member – American Bar Association (ABA)”:** In order for an applicant to be considered, they must be a member of the Arizona Bar Association. This is a prerequisite for the position and, as such, does not receive an individual numeric score.

**“Bar Discipline”:** Attorneys may receive discipline of varying scale and scope dependent upon the disposition of a Bar Complaint filed with the Arizona Bar Association. An applicant attorney with no discipline within the past ten years and no pending discipline would be entitled to ten (10) points. Scoring values may be reduced from the value of ten (10) depending upon; 1) the frequency of complaints; 2) the severity of the discipline imposed; and 3) the nature of the complaint (for example, ethics / moral turpitude complaints may result in a greater reduction in scoring than a technical or procedural violation.) Any unsubstantiated complaints will not be considered.

**“Years of Experience”:** “Years of Experience” means the total number of years that an applicant attorney has been practicing in any capacity. The following scale is applicable when rating “Years of Experience”:

0 – 10 Years: 1 point  
10+ Years: 2 points

**“Years of Experience in Specific Field Applied For”:** “Years of Experience in Specific Field Applied For” means the total number of years that an applicant attorney has been practicing in the specific field for which they have applied. An applicant attorney would receive a corresponding score, based upon the table below, for the number of years in that given area of representation.

0 – 2 Years: 2 points  
3 – 5 Years: 4 points  
6 – 10 Years: 6 points  
11 – 15 Years: 8 points  
15+ Years: 10 points

**“References / Recommendations”:** The applicant attorney would receive a score based upon the strength of the references and / or recommendations contained in their response / Letter of Interest / Statement of Qualifications. When contemplating the score, the scorer may be guided by considering the originating source of the reference / recommendation; the interpretation of the reference / recommendation as it relates to professional competencies; the length of the association between the attorney and the reference / recommendation; and any specific attributes highlighted by the reference / recommendation. A maximum score of twenty (20) points is

available in this area.

**“Criminal Specialist Certification”:** The applicant attorney may receive a score of three (3) points in this category if he / she possesses a “Criminal Specialist Certification.” Those that do not will receive zero (0) points.

**“Interview”:** For applicant attorneys receiving interviews, scoring will be based upon the interviewee’s demonstration of professional expertise; apparent ability to effectively advocate for indigent clients; courteous and professional demeanor; and an understanding of modern case processing. A maximum score of forty (40) points is available in this area.

**“Willingness to Travel to Payson and Globe”:** Scoring in this category will be based upon the applicant attorney’s willingness to accept case appointments in both Payson and Globe. If the applicant attorney agrees to accept appointments in Payson and / or Globe without reservation, they will receive ten (10) points. If they are willing to accept appointments in both locales but with restrictions, they can receive no higher score than seven (7) points and may be disqualified if their personal schedules conflict with the Court’s calendaring parameters. If they are only willing to accept appointments in one location, they may receive five (5) points unless, again, their schedule conflicts with that of the Court.

**“Willing to Accept Appointments in Various Case Types”:** The expectation is that an applicant attorney is willing to accept appointments in case types outside the primary scope of the contract. If the applicant attorney is willing to accept any case type without reservation, they will receive five (5) points. If they are willing to accept appointments of the primary case type, and conflict misdemeanor appointments, but no other case types, they may receive no score higher than three (3) points. If they are willing to accept appointments of the primary case type, conflict misdemeanors, and *some* other case type(s), they may receive a score of up to four (4) points.

#### Section E. **SCOPE OF SERVICES**

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

- Adult Felony
- Adult Misdemeanor
- Juvenile Delinquency / Incurrigibility
- Direct Appeal / Post-Conviction Relief

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

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



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

## **INDIGENT DEFENSE ATTORNEY SERVICES REQUIREMENTS**

### **I. CONTRACTOR'S RESPONSIBILITIES**

- A. **CASE ASSIGNMENT:** The Court, under the terms of this solicitation and at its sole discretion, shall assign cases.
- B. **NON-EXCLUSIVE STATUS:** The Court may contract for the same or similar professional services through persons other than Contractor. This provision applies to the Court only and does not confer upon any Contractor permission to substitute performance in any way without the express written consent of the Court.
- C. **EFFECTIVE REPRESENTATION:** Contractor shall comply with the Arizona Rules of Professional Conduct, State and Local Court Rules and the written administrative and procedural policies and procedures established by the Court(s). Contractor shall effectively represent the client including, but not limited to:
  - 1. Contacting and conferring with the client concerning the representation within a reasonable amount of time upon notice of assignment.
  - 2. Maintaining reasonable contact, including in-person consultations, and adequately communicating with the client until the representation is terminated.
  - 3. Promptly assembling the core defense team and continually monitoring the case for the need of additional expert, investigative, or other ancillary professional services.
  - 4. Continually monitoring the client's mental, physical and emotional condition for effects on Client's legal position.
  - 5. Using reasonable diligence in notifying the client of necessary court appearances, including any Court action that arises out of the client's non-appearance.
  - 6. Conducting all out-of-court preparation required for competent representation of the Client, including a prompt and thorough Client interview and such additional interviews and investigation as may be appropriate.
  - 7. Appearing in court on time and prepared for scheduled proceedings.
  - 8. Displaying appropriate respectful professional demeanor and conduct in all dealings with the Court, opposing counsel, victims, witnesses, and the client.
  - 9. Facilitating the work of successor counsel.
  - 10. Recognition of legal issues.
  - 11. Effective legal research and use of motions.

12. Effective case development including thorough interviews, appropriate use of investigators, and timely and comprehensive witness interviews.
13. Effectiveness in plea negotiations.
14. Thorough and effective trial preparation including anticipation of key legal issues, evaluations of admissibility of evidence, discussion of the Defendant's role including possible testimony, and preparation of witnesses including the Defendant if necessary.
15. Willingness to try cases.
16. Advocacy skills.
17. Effective sentencing preparation and proper billing preparation.
18. Preparation of monthly statistical reporting.

## **II. CASE ASSIGNMENT SPECIFICATIONS**

- A. **MINIMUM QUALIFICATIONS:** To qualify as a qualified Indigent Defense Attorney with Gila County, Attorney must *minimally* possess all of the listed qualifications specified to be qualified for assignments based on one or more of the three respective service areas specified herein.

### **1. EDUCATION AND LICENSURE**

- a. Applicant shall be a graduate of an ABA accredited law school; *and*
- b. Applicant shall be a member in good standing with the Arizona State Bar Association; *and*
- c. Applicant shall be licensed by the Arizona State Bar Association; *and*
- d. Applicant shall maintain their good standing within the Arizona State Bar Association as well as his/her licensure for the duration of contract award if accepted by Court Administration qualified Indigent Defense Attorney for placement on its roster of qualified attorneys.
- e. Applicant must include with his/her application packet the following documentation:
  - 1) A copy of his/her Arizona State Bar card.
  - 2) Any pertinent letters of recommendation or other such references.

- B. **CASE CATEGORIES AND EXPERIENCE REQUIREMENTS:** Following are the case assignments to be made directly from the Bench, as well as minimum standards for practical experience with each case category. Separate contracts will be offered for each of the numbered categories and attorneys may apply for multiple contracts. Assignments may be in Payson or Globe, but the Court will consider geographic preference and establish a degree of consistency with appointments in each locale.

1. **FELONIES:** Applicant shall have a minimum of one (1) demonstrable year case experience or practicum experience within this case category. Case assignments shall include: Class 1-6 Felony Offense(s) and Petitions to Revoke Probation.

**Number of contracts available:** Ten (10).

2. **MISDEMEANOR:** Applicant shall be able to represent indigent defendants, within the designated misdemeanor case categories cited herein in keeping with ABA and attorney

**licensure standards. Case assignments shall include:** DUI, Rule 6.1 appointments, and other applicable Misdemeanor Offenses.

**Number of contracts available:** Two (2).

3. **JUVENILE DELINQUENCY:** Applicant shall be able to represent indigent defendants, within these designated case categories cited herein in keeping with ABA and attorney licensure standards. Case assignments shall include: Delinquency, incorrigibility, and Petitions to Revoke Probation.

**Number of contracts available:** Three (3).

4. **APPELLATE / POST-CONVICTION RELIEF PETITIONS:** Applicant shall be able to represent indigent defendants, within these designated case categories cited herein in keeping with ABA and attorney licensure standards. Case assignments shall include: Direct appeals and Post-Conviction Relief cases.

**Number of contracts available:** One (1).

### **III. REPRESENTATION OF INDIGENT DEFENDANTS IN CAPITAL CASES:**

**Applicant(s) SHALL NOT be assigned any capital cases under this solicitation.** Capital case assignments are made separately.

- IV. **COMPENSATION:** In consideration for the professional services to be provided pursuant to the provisions of this solicitation, Gila County shall pay Attorney for work properly authorized under this solicitation as set forth herein for each case category specified herein.

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

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

#### **A. Attendant Case Costs:** Attorney **shall not bill for nor be compensated** for:

1. Travel time between Attorney's residence, office, or other base of operation and the Court or other work site in Gila County.
2. Internal administrative costs related to file preparation, billing, opening or closing files, copies, establishing billing files, administrative communications with the Court, or any other similar administrative procedures that do not involve legal skills.

#### **B. Flat Rate Amounts of Compensation:** For each applicable case assignment, Gila County shall pay Attorney the following flat monthly rate amounts per case category.

1. **FELONY CASE ASSIGNMENTS:** Six-thousand dollars (\$6000.00) per month.

**Additional Compensation for Other Cases.** Attorneys assigned to First or Second Degree Homicide Cases; Class Two or Three Felony Sexual Assault or Molestation Cases; or cases formally designated "Complex", may request additional compensation up to twelve hundred dollars (\$1200.00).

2. **JUVENILE DELINQUENCY / INCORRIGIBILITY CASE ASSIGNMENTS:** Three-thousand dollars (\$3000.00) per month.

3. **MISDEMEANOR CASE ASSIGNMENTS:** Two thousand, one hundred, and fifty-four dollars (\$2,154.00) per month.

4. **APPELLATE / POST-CONVICTION RELIEF ASSIGNMENTS:** Six-thousand dollars (\$6000.00) per month.

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

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

**Travel:** All travel for which reimbursement or compensation is provided under the terms of this solicitation for Attorney(s), witnesses, or experts must be pre-approved and scheduled through the Court. Attorney may not seek reimbursement for mileage or bill for travel time.

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

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

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

- a. If billed expenses exceed the Court Order approved amount for the expenditure, the County is not obligated to pay any such overage and the overage becomes the personal responsibility of the Contractor.
- b. At the sole discretion of the Court Administrator, any such cost exceeding authorization which is incurred, may be paid and deducted from amounts otherwise due and owing to the Contractor.

- c. When billing for reimbursement, receipts for all expenses must be attached along with any Order approving the expenditure. All expenses must be approved by the Contract Administrator prior to incurring the expense.

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

## RESPONSE CERTIFICATION

\_\_\_\_\_  
(DATE)

Purchasing Services Department

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

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

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

In compliance with Request for Qualifications No. 010220 Indigent Defense Attorney Services for Gila County, and after carefully reviewing all the terms and conditions imposed therein, the undersigned agrees to furnish such services in accordance with the specifications/scope of work according to the Proposal submitted or as mutually agreed upon by subsequent negotiation.

\_\_\_\_\_  
(signed)

\_\_\_\_\_  
(by)

\_\_\_\_\_  
(firm)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(phone number)

## **CONTRACT**

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

## **COST LIABILITY**

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

**(SAMPLE) PROFESSIONAL SERVICES CONTRACT NO.  
LEGAL SERVICES**

**THIS PROFESSIONAL SERVICES CONTRACT** (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2020** by and between Gila County, a political subdivision of the State of Arizona, hereinafter (the "County") on behalf of the Gila County Superior Court, hereinafter (the "Court") and \_\_\_\_\_, Attorney at Law, hereinafter (the "Attorney"). (The County, Court and Attorney shall be collectively referred to hereafter as "the Parties" and individually as a "Party").

**RECITALS**

**Whereas**, the Attorney is licensed to practice law in the State of Arizona; and

**Whereas**, the County and the Court desire to secure the professional services of the Attorney to provide indigent legal representation pursuant to the terms of this Agreement.

**Now, Therefore**, in consideration of the mutual promises contained in the Agreement and the mutual benefits to result therefrom, the Parties hereby agree as follows:

**AGREEMENTS**

**I. GENRAL OBLIGATIONS OF THE ATTORNEY**

In addition to the Specific Duties of the Attorney as set forth in Section V below, the Attorney agrees as follows:

**A**, The Attorney has a professional duty to the Court, to his/her clients, and to opposing counsel in providing legal services for persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County.

**B**. The Attorney shall maintain the credentials necessary to practice law in the courts of the State of Arizona and to do so in a competent, professional, ethical manner and as an officer of the Court at all times.

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

**D**. The Attorney shall keep his/her clients advised of the status of their cases, be available for consultation, and to diligently represent their interests.

**E**. The Attorney shall cooperate with opposing counsel in scheduling and prompt disposition of cases.

**II. TERM OF AGREEMENT**

**A. Period Covered**: The Attorney will accept appointments to represent persons found to be indigent or for whom the Court is required to provide legal counsel in Gila County, from **JULY 1, 2020 TO JUNE 30, 2021**.

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



**B. Termination:** Upon thirty (30) days written notice, either Party may terminate this Agreement without cause provided that the Attorney shall complete any assignments made prior to such termination.

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

### **III. COMPENSATION, COSTS, AND BILLING PROCEDURES**

- A. XXXXXXXX Case Representation: The Attorney agrees to provide legal services for the sum of XXXXXX dollars per month.

#### **B. Court Payment of Costs and Expenses:**

1) **Routine / Non-routine expenses:** Routine expenses such as photocopying, postage, travel and other operating expenses are not reimbursed by the Court and are a personal expense of the Attorney.

2) **Additional Compensation for Other Cases.** Attorneys assigned to First or Second Degree Homicide Cases; Class Two or Three Felony Sexual Assault or Molestation Cases; or cases formally designated "Complex", may request additional compensation up to twelve hundred dollars (\$1200.00).

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

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

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

#### **C. Billing Procedures for Legal Services Provided for Indigents:**

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

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

#### **IV. CONTRACT CATEGORY, CONFLICTS, REASSIGNMENT**

**A. Contract Category:** To the extent practicable, the Attorney will be primarily assigned **XXXXXXX cases**, and will be subject to appointments in other contract categories, including but not limited to Domestic Relations, Guardianship, Delinquency, and Mental Health cases, (due to problems such as conflicts or insufficient number of contract attorneys for that category or geographical area) which may be made from time to time. Some of the Post Conviction Relief issues and appeals may also be assigned to him/her rather than to the contract attorneys who are assigned appellate work.

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

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

#### **V. SPECIFIC DUTIES OF COUNSEL**

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

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

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

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

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

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

**D. Criminal Case Processing:** The Attorney acknowledges that the Arizona Supreme Court has adopted a goal of processing Ninety Percent (90%) of all criminal cases within one hundred (100) days. Gila County will be undergoing a criminal case re-engineering process with services of a consultant, and local criminal procedures may change as a result. The Attorney agrees to assist the Court in working on and obtaining those goals.

##### **E. Contact with and Representation of Client:**

1) **Office:** The Attorney agrees to maintain regular office hours and have a method

for clients to contact him/her in an emergency outside of regular hours.

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

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

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

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

## **VI. PLEADINGS AND CASE MANAGEMENT PROCEDURES**

### **A. Motions and Orders:**

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

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

3) **Oral Argument:** If oral argument is requested, a form of notice wherein the court administrator may insert the date and time for oral argument to be conducted should be submitted.

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

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

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

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

### **B. Facsimile:**

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

2) **Originals:** After faxing a document, the Attorney should submit an original document (without modification) within ten (10) days of transmission of the facsimile so that the

Clerk can substitute the original for the facsimile in the Court file.

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

**C. Pre-Trial Conference:**

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

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

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

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

**D. Special Management/Settlement Conferences:**

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

2) **Request:** Any Party may request a special management/settlement conference. Normally the conference will be held by a judge other than the assigned judge.

3) **Purpose:** The purpose is to help identify and resolve problems preventing the case from being completed, and may include discussion of possible plea agreements, diversion/deferral, ancillary motions such as discovery disputes and motions to continue.

4) **Assigned Judge:** Setting does not affect the assignment of trial judge, nor does it vacate any court dates set in the case. Substantive issues of law and case-dispositive hearings are to be decided by the assigned trial judge.

**E. Deadline Date for Plea Agreements:** Plea negotiations should be completed by the first pre-trial conference date. If the Court sets a plea negotiation deadline, counsel acknowledges that submission of plea agreements after that date may not be accepted by the Court.

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

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

**H. Motions to Continue:**

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

2) **Order:** If there will be no objection, the Attorney should also submit an Order Continuing for the Courts' signature. The Attorney should not assume a continuance will be granted

because there is no objection and is responsible for ensuring that a continuance was granted, and new dates have been assigned.

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

#### **I. Motions and Orders to Transport:**

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

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

3) **Video-Conferencing:** The Court may utilize video-conferencing for Court hearings. The Attorney is to become familiar with policies and procedures for video-conferencing when it is used.

#### **J. Rule 11 Evaluations:**

1) **Defendant's Attendance:** The Attorney should make sure the defendant is aware of and appears for scheduled Rule 11 appointments or prepare a Motion to Transport and Order and make arrangements with the Sheriff's Office in sufficient time for the Sheriff to transport the defendant to the appointment.

2) **Rescheduling:** If an appointment needs to be rescheduled, the Attorney should make such arrangements with the evaluator so as to avoid a billing for a "No Show".

3) **Expense:** If the Attorney has filed a motion in advance and obtained Court approval, the Rule 11 evaluation will be an expense to the Court for the amount approved. If the defendant fails to appear for an evaluation, and the expert bills for a "No Show", such cost may be assessed to the Attorney as a personal expense.

#### **K. Interpreters:**

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

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

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

### **VII. ADDITIONAL TERMS AND CONDITIONS**

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

B. **Arizona Legal Workers Act:** The Attorney hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to Attorney's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). The Attorney shall further ensure that each contractor who performs any work for the Attorney under this Agreement likewise warrants

complies with the State and Federal Immigration Laws. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. The County retains the legal right to inspect the employment record of Attorney or subcontractor who works on the Agreement to ensure compliance with the foregoing warranty.

**C. Compliance with Laws:** Attorney shall comply with all laws, including rules and regulations of all governmental accrediting and regulatory authorities, including the State of Arizona and the State Bar of Arizona, relating to the licensure and regulation of attorneys.

**D. Entire Agreement:** The Parties agree that this Agreement represents the complete and exclusive statement of agreement between the Parties and supersedes all proposals, oral or written, and all other communications relating to the subject matter of this Agreement.

**E. Waiver:** Failure or delay in enforcing any term, provision or condition of this Agreement by either Party will not operate as a waiver and no waiver of any term, provision or condition of this Agreement will be valid unless in writing and signed by the Party agreeing to such waiver. Any waiver by either Party of any condition, term or provision of this Agreement will not operate or be considered as a waiver of any other condition, term or provision of a waiver of any future event or circumstance.

**F. Modifications:** This Agreement may be modified or amended only by a written instrument duly signed by an authorized representative of the governing body of each Party.

**G. Severability:** If any provision of this Agreement is determined by an arbitration panel or court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed, and the remainder of this Agreement shall remain in full force and effect

**H. Governing Law and Jurisdiction:** The Parties agree that the Agreement shall be governed by the laws of the State of Arizona and the jurisdiction for any legal disputes arising out of this Agreement shall be the Superior Court of the State of Arizona. The Parties acknowledge and agree that even if this Agreement does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Agreement by this reference as though they were specifically listed herein.

**I. Insurance:** Prior to undertaking any work under this Agreement, the Attorney shall provide the County with proof of Lawyers Professional Liability Insurance with limits of \$250,000 per claim/ \$500,000 aggregate. Failure by Attorney to maintain such coverage shall be deemed a material default of the Agreement and may result in the termination of the Agreement.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this Agreement, 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 PROFESSIONAL SERVICES CONTRACT NO.**

APPROVED:

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

\_\_\_\_\_  
XXXXXX

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

**APPROVED AS TO FORM:**

---

The Gila County Attorney's Office

---

Timothy Wright, Presiding Judge

**ARF-5861**

**Regular Agenda Item 3. E.**

**Regular BOS Meeting**

Meeting Date: 02/04/2020

Submitted For: Shelley McPherson, HR and Risk Management Director

Submitted By: Erica Raymond, Human Resources Assistant Sr.

Department: Human Resources

---

Information

Request/Subject

Adoption of Revised Policy No. BOS-HRS-625 - *Personnel Commission*

Background Information

On January 5, 2016, the Board of Supervisors approved Policy No. BOS-HRS-626-*Personnel Commission* to change the former policy as Rule 3 under the Gila County Merit System Rules and Procedures to the form adopted for all Countywide Board-adopted policies and change the policy number.

On March 15, 2016, the Board of Supervisors approved another revision to this policy to remove the reference of Adult and Juvenile Probation Officers, and the Superior Court's Merit Rules and Policies as the Superior Court has its own set of policies.

Evaluation

A.R.S. Section 38-847 states that the Chairperson of the Personnel Commission must also serve as a member on the Public Safety Personnel Retirement System (PSPRS) Local Board, Correctional Officers Retirement Plan (CORP) Local Board for Detention Officers and Non-Uniformed Officers, and the CORP Local Board for Dispatchers. The terms of office for a member of the PSPRS Local Board and the two CORP Local Boards is four (4) years. It would be appropriate to revise Policy No. BOS-HRS-625-Personnel Commission to reflect a term of four (4) years for the Chairperson. This will allow the Chairperson to remain an active member of the PSPRS Local Board and two CORP Local Boards for the appropriate term length.

Conclusion

The only change to this Policy will be changing the election of the Chairperson from an annual basis to a term of four (4) years.



### Recommendation

It is recommended that the Board of Supervisors adopt revised Policy No. BOS-HRS-625.

### Suggested Motion

Information/Discussion/Action to adopt revised Policy  
BOS-HRS-625-*Personnel Commission* changing the election of the  
Chairperson from an annual basis to a four-year term. **(Shelley  
McPherson)**

---

### Attachments

BOS-HRS-625 Policy

Revised Personnel Commission Policy Redline

---

|                                    |  |               |
|------------------------------------|--|---------------|
| <b>Gila County Human Resources</b> | <b>Policy Number: BOS-HRS-625</b>                        | <b>Page</b>   |
|                                    | <b>Replaces: Rule # 3</b>                                |               |
|                                    | <b>Adopted: 01-05-2016</b><br><b>Revised: 02-04-2020</b> | <b>1 of 3</b> |

**PERSONNEL COMMISSION**

**I. PURPOSE:**

The purpose of this policy is to establish the Gila County Personnel Commission (Commission), identify the Commission's authority, and set forth the situations under which eligible employees may appeal employment actions the employee deems to be adverse.

**II. APPLICABILITY:**

This policy applies to all classified Gila County employees.

**III. POLICY:**

It is the policy of the Gila County Board of Supervisors to appoint a Personnel Commission, a five-member independent body of private citizens to provide an appeal process to County employees who believe they have been involved in an adverse employment action. The Commission is responsible for reviewing and understanding the precepts of Gila County employment, retention and promotion for all classified employees to ensure it meets the standards of the Gila County Merit System.

**SIGNATURE:**

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

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

|                                    |  |               |
|------------------------------------|--|---------------|
| <b>Gila County Human Resources</b> | <b>Policy Number: BOS-HRS-625</b>                        | <b>Page</b>   |
|                                    | <b>Replaces: Rule # 3</b>                                |               |
| <b>PERSONNEL COMMISSION</b>        | <b>Adopted: 01-05-2016</b><br><b>Revised: 02-04-2020</b> | <b>2 of 3</b> |

#### IV. **PROCEDURES:**

The Board of Supervisors (Board) shall appoint a Personnel Commission to assist in the County's personnel administration system.

The Commission shall consist of five members, each of whom shall hold office for a term of four years or until a successor is appointed and qualified. The Commission serves as an independent advisory board established to hear appeals from eligible employees about specific adverse employment actions.

Members of the Commission are selected from among the qualified electors of the County and shall be generally familiar with Human Resources policies and procedures. No more than three (3) of such members shall be from the same political party. At least one (1) member shall have prior work experience in the law enforcement or probation field.

Each member shall hold office for a term of four (4) years or until his successor is appointed and qualified. Of the members first appointed, two (2) shall serve for a two (2) year term, two (2) for a three (3) year term, and one shall serve a four (4) year term, and such members shall determine, by lot, the length of their terms. Appointment to fill a vacancy caused by other than expiration of term shall be for the unexpired portion of the term. A member of the Commission may be removed by the Board for cause. Any one of the following shall constitute the resignation of a Commissioner and authorize the Board to appoint a new member to fill the unexpired term so vacated:

- Absence from three (3) consecutive meetings;
- Becoming a candidate for any elected public office; or,
- Accepting any appointive office or employment in County service.

The Commission shall elect one (1) of its members as the Chairperson for a term of four (4) years. The Chairperson shall also be willing to serve on other local boards within the County that are required, by statute, to be represented by the "head of the merit system" and which are appointed by the Board of Supervisors. Three (3) members shall be present to constitute a quorum for the transaction of business. A majority of the commission membership shall constitute a majority vote.

The Commission shall become familiar with and perform duties as are necessary to carry out the provisions of the Gila County Merit Rules, Human Resources policies, the Arizona Revised Statute (A.R.S.) Title 38, et seq., for Public Safety Officers (A.R.S. 38-1101 through 38-1114), the Gila County Sheriff's Office Policy and Procedure Manual, and other adopted policies of the County. In addition, the Commission may assist the Board of Supervisors in the following areas:

|                                    |  |               |
|------------------------------------|--|---------------|
| <b>Gila County Human Resources</b> | <b>Policy Number: BOS-HRS-625</b>                        | <b>Page</b>   |
|                                    | <b>Replaces: Rule # 3</b>                                |               |
|                                    | <b>Adopted: 01-05-2016</b><br><b>Revised: 02-04-2020</b> | <b>3 of 3</b> |

**PERSONNEL COMMISSION**

A. Making recommendations on Human Resources policies with the goal of improving understanding, consistent application, and the efficient operation of County government;

B. Making recommendations to the Board and Human Resources Director (Director) of problems concerning personnel administration;

C. Making recommendations to assist in the fostering of interest in the best practices of institutions of learning and of civic, professional, and employee organizations in order to improve personnel standards in the County service; and,

D. Making annual reports, and such special reports as the Commission considers desirable to the Board regarding personnel administration in the County service and recommendations for improvements.

The Commission shall hold meetings in accordance with the Arizona Open Meeting laws A.R.S. §38-431, et seq. The Commission shall meet at such times and places as shall be specified by call of a majority of the Commission or by the Chairperson.

Further:

- All meetings shall be open to the public;
- At least five (5) days' written notice of each meeting shall be given by the Director to each member not joining in the call for a meeting; and,
- Three (3) members shall constitute a quorum for the transaction of business.

All matters to be presented for consideration by the Commission at a regular or special meeting shall be placed on the Commission's agenda without undue delay. The agenda shall be electronically mailed to each member of the Commission and shall be posted in accordance with A.R.S. §38-431.02, no less than twenty-four (24) hours prior to the meeting.

The Director shall provide for the recording of the official actions of the Commission in its minutes. The time and place of each meeting of the Commission, the commissioners present, all official acts of the Commission and, when requested, a commissioner's dissent and the reasons for the dissent shall be recorded in the minutes. The Director shall cause the minutes to be transcribed and presented for approval or amendment at the next meeting. The minutes, or a true copy thereof, shall be open to public inspection.

|                                    |  |               |
|------------------------------------|--|---------------|
| <b>Gila County Human Resources</b> | <b>Policy Number: BOS-HRS-625</b>                        | <b>Page</b>   |
|                                    | <b>Replaces: Rule # 3</b>                                |               |
|                                    | <b>Adopted: 01-05-2016</b><br><b>Revised: 02-04-2020</b> | <b>1 of 3</b> |
| <b>PERSONNEL COMMISSION</b>        |  |               |

**I. PURPOSE:**

The purpose of this policy is to establish the Gila County Personnel Commission (Commission), identify the Commission's authority, and set forth the situations under which eligible employees may appeal employment actions the employee deems to be adverse.

**II. APPLICABILITY:**

This policy applies to all classified Gila County employees.

**III. POLICY:**

It is the policy of the Gila County Board of Supervisors to appoint a Personnel Commission, a five-member independent body of private citizens to provide an appeal process to County employees who believe they have been involved in an adverse employment action. The Commission is responsible for reviewing and understanding the precepts of Gila County employment, retention and promotion for all classified employees to ensure it meets the standards of the Gila County Merit System.

**SIGNATURE:**

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

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

|                                    |  |               |
|------------------------------------|--|---------------|
| <b>Gila County Human Resources</b> | <b>Policy Number: BOS-HRS-625</b>                        | <b>Page</b>   |
|                                    | <b>Replaces: Rule # 3</b>                                |               |
| <b>PERSONNEL COMMISSION</b>        | <b>Adopted: 01-05-2016</b><br><b>Revised: 02-04-2020</b> | <b>2 of 3</b> |

#### IV. **PROCEDURES:**

The Board of Supervisors (Board) shall appoint a Personnel Commission to assist in the County's personnel administration system.

The Commission shall consist of five members, each of whom shall hold office for a term of four years or until a successor is appointed and qualified. The Commission serves as an independent advisory board established to hear appeals from eligible employees about specific adverse employment actions.

Members of the Commission are selected from among the qualified electors of the County and shall be generally familiar with Human Resources policies and procedures. No more than three (3) of such members shall be from the same political party. At least one (1) member shall have prior work experience in the law enforcement or probation field.

Each member shall hold office for a term of four (4) years or until his successor is appointed and qualified. Of the members first appointed, two (2) shall serve for a two (2) year term, two (2) for a three (3) year term, and one shall serve a four (4) year term, and such members shall determine, by lot, the length of their terms. Appointment to fill a vacancy caused by other than expiration of term shall be for the unexpired portion of the term. A member of the Commission may be removed by the Board for cause. Any one of the following shall constitute the resignation of a Commissioner and authorize the Board to appoint a new member to fill the unexpired term so vacated:

- Absence from three (3) consecutive meetings;
- Becoming a candidate for any elected public office; or,
- Accepting any appointive office or employment in County service.

The Commission shall elect one (1) of its members as the Chairperson for a term of four (4) years. The Chairperson shall also be willing to serve on other local boards within the County that are required, by statute, to be represented by the "head of the merit system" and which are appointed by the Board of Supervisors. Three (3) members shall be present to constitute a quorum for the transaction of business. A majority of the commission membership shall constitute a majority vote.

The Commission shall become familiar with and perform duties as are necessary to carry out the provisions of the Gila County Merit Rules, Human Resources policies, the Arizona Revised Statute (A.R.S.) Title 38, et seq., for Public Safety Officers (A.R.S. 38-1101 through 38-1114), the Gila County Sheriff's Office Policy and Procedure Manual, and other adopted policies of the County. In addition, the Commission may assist the Board of Supervisors in the following areas:

|                                    |  |               |
|------------------------------------|--|---------------|
| <b>Gila County Human Resources</b> | <b>Policy Number: BOS-HRS-625</b>                        | <b>Page</b>   |
|                                    | <b>Replaces: Rule # 3</b>                                |               |
|                                    | <b>Adopted: 01-05-2016</b><br><b>Revised: 02-04-2020</b> | <b>3 of 3</b> |

**PERSONNEL COMMISSION**

A. Making recommendations on Human Resources policies with the goal of improving understanding, consistent application, and the efficient operation of County government;

B. Making recommendations to the Board and Human Resources Director (Director) of problems concerning personnel administration;

C. Making recommendations to assist in the fostering of interest in the best practices of institutions of learning and of civic, professional, and employee organizations in order to improve personnel standards in the County service; and,

D. Making annual reports, and such special reports as the Commission considers desirable to the Board regarding personnel administration in the County service and recommendations for improvements.

The Commission shall hold meetings in accordance with the Arizona Open Meeting laws A.R.S. §38-431, et seq. The Commission shall meet at such times and places as shall be specified by call of a majority of the Commission or by the Chairperson.

Further:

- All meetings shall be open to the public;
- At least five (5) days' written notice of each meeting shall be given by the Director to each member not joining in the call for a meeting; and,
- Three (3) members shall constitute a quorum for the transaction of business.

All matters to be presented for consideration by the Commission at a regular or special meeting shall be placed on the Commission's agenda without undue delay. The agenda shall be electronically mailed to each member of the Commission and shall be posted in accordance with A.R.S. §38-431.02, no less than twenty-four (24) hours prior to the meeting.

The Director shall provide for the recording of the official actions of the Commission in its minutes. The time and place of each meeting of the Commission, the commissioners present, all official acts of the Commission and, when requested, a commissioner's dissent and the reasons for the dissent shall be recorded in the minutes. The Director shall cause the minutes to be transcribed and presented for approval or amendment at the next meeting. The minutes, or a true copy thereof, shall be open to public inspection.

**ARF-5854**

**Regular Agenda Item 3. F.**

**Regular BOS Meeting**

Meeting Date: 02/04/2020

Submitted For: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Submitted By: Jefferson Dalton, Deputy County Attorney, Civil Bureau Chief

Department: County Attorney

Fiscal Year: 2020-2021

Budgeted?: No

Contract Dates 2020

Grant?: No

Begin & End:

Matching No

Fund?: New

Requirement?:

---

Information

Request/Subject

Approve the County Attorney's application for the use of money from the County Anti-Racketeering Fund to pay a tax lien on real property subject to seizure for forfeiture in order to prevent foreclosure of the property and preserve the state's right to a percentage of the net proceeds of sale of the property.

Background Information

The Gila County Attorney filed a Notice of Seizure for Forfeiture and Notice of Pending Forfeiture Making Uncontested Forfeiture Available on Gila County Parcel No. 305-40-031. The County Attorney litigated the matter in the Arizona Superior Court, Gila County, Case No. SO400CV201600117. The Court entered the Stipulated Settlement Order on April 28, 2019. Under the Settlement Order, the property is to be sold and the net proceeds divided between the state (which will receive 65 percent of the net proceeds) and the owner of the property (who will receive 35% of the net proceeds). However, there is a tax lien against the property and the time is at hand when a foreclosure action could be filed. In order to protect the state's interest against possible foreclosure, it is necessary to advance the money to pay the tax lien from the County Anti-Racketeering Fund and then repay the fund from the proceeds of the sale. There should be sufficient funds from the proceeds of the sale to repay the fund because the property has been estimated to be worth at least \$70,000 and the tax lien is \$8,010.93.



### Evaluation

A.R.S. § 13-2314.03 provides that *"...before the county attorney's office may use any monies from the fund, the county attorney shall submit an application that includes a description of what the requested monies will be used for to the board of supervisors. The board of supervisors shall approve the county attorney's use of the monies if the purpose is authorized by this section, section 13-4315 or federal law."* Section 13-4315(C) authorizes: *"Monies in any anti-racketeering fund .... may be used ..... for .... payment of any expenses necessary to .... protect, maintain, [or] preserve the availability of ... property that is subject to forfeiture and that is seized ..... pursuant to this title .... "*

Payment of the tax lien against parcel number 305-40-031 would protect, maintain, and preserve the availability of the property for forfeiture proceedings; therefore, the use of the monies for this purpose is an authorized use.

### Conclusion

The payment of the tax lien against this parcel is necessary to prevent foreclosure of the property to preserve the state's right under the settlement agreement to receive 65 percent of the net proceeds of the sale of the parcel.

### Recommendation

The County Attorney recommends that the Board of Supervisors approve the County Attorney's application to use monies from the County Anti-Racketeering Fund to pay the tax lien against Gila County parcel number 305-40-031 to prevent foreclosure of the property and preserve the state's right to 65 percent of the net proceeds of sale as set forth in the settlement order.

### Suggested Motion

Information/Discussion/Action to approve the Gila County Attorney's application to use monies from the Gila County Anti-Racketeering Fund pursuant to A.R.S. § 13-2314.03 to pay the outstanding tax lien against Gila County parcel number 305-40-031 to prevent foreclosure of the property and then to reimburse the fund for the tax lien payment from the proceeds of the sale of the property. **(Jeff Dalton)**

## STIPULATED SETTLEMENT ORDER

---

**GILA COUNTY ATTORNEY'S OFFICE**

Bradley D. Beauchamp SBN 021668

Jefferson R. Dalton SBN 006283

1400 E. Ash Street

Globe, Arizona 85501

Phone: (928) 425-8630

Fax: (928) 425-3720

***Attorneys for the State***

**THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF GILA**

IN THE MATTER OF:

CASE NO: S0400CV201600117

**STIPULATED SETTLEMENT  
ORDER**

- 1) \$9424.98 US Currency
- 2) Residence and Property at 599 Graham Blvd  
Young, AZ, Gila County Parcel No. 305-40-031
- 3) Black and white semi auto 25 caliber  
handgun, serial no. 024581
- 4) Ruger .22 revolver, serial no. 50651
- 5) Ruger .22 revolver, serial no. 544992
- 6) Colt Peace Keeper revolver 44/40 caliber,  
serial no. 7524
- 7) Glock 29 10 mm semi automatic pistol,  
serial no. KCN447
- 8) IGI Kansas .357 Mag, revolver, serial no. 0165
- 9) Colt target .223 rifle, serial no. CMH001796
- 10) Ruger 44 mag rifle, serial no. 102-87064
- 11) Remington model 511, .22 caliber rifle,  
no number located
- 12) Mossberg 410 pump shotgun, serial no.  
27848B
- 13) Side-by-side 12 gauge Shotgun, serial  
no. 39822
- 14) Remington 870 Express shotgun, serial  
no. B293246M
- 15) Remington 522 rifle, 22 caliber, serial  
no. 3173271
- 16) Winchester model 37, .410 single shot  
shotgun no number located
- 17) Winchester 30-30 rifle, serial no. 2447423
- 18) Savage model 58, .16 gauge shotgun,  
no number located
- 19) Remington Woodsmaster 742 rifle, serial  
no. 7357420

- 20) Ruger model 96, .22 mag, serial no. 620-37901
- 21) Winchester 88, 308 caliber rifle, serial no. 138779A
- 22) Winchester 22-250 rifle, serial no. 84192
- 23) Browning 1895 model, 30-06 Rifle, serial no. 03234PW187
- 24) Thomason 54 caliber, Hawkins black powder rifle, serial no 453040
- 25) Winchester 4570 rifle, serial no. 00061MZ860
- 26) Winchester model 94-10, .410 gauge shotgun, serial no. SG07903
- 27) Remington Express 12 gauge shotgun, serial no. 0822197U
- 28) Remington 870 Wingmaster, 12 gauge shotgun, serial no. T671895V
- 29) Stoeger double barrel side by side shotgun, Serial no. 387498
- 30) Remington Wingmaster 16 gauge pump Shotgun, no number located
- 31) Winchester model 70, 338 win mag rifle, Serial no. G1878763
- 32) Winchester model 67, .22 caliber bolt action Rifle, no number located
- 33) Thompson 50 caliber rifle, serial no. 283903
- 34) Winchester model 1912, .16 gauge shotgun, Serial no. 99902
- 35) Ruger #1, 375 H&H mag rifle, serial no. 133-54279
- 36) Smith and Wesson model 17-4, .22 caliber Revolver, serial no. 95K1543
- 37) Sturm Ruger .22 mag win, mag revolver Serial no. 64-99416
- 38) Ruger Blackhawk, .41 mag, revolver, Serial no. 40-10902
- 39) Herters single action .22 revolver serial No. 92181
- 40) Smith and Wesson 41 mag revolver, serial No. N144255-57
- 41) Smith and Wesson .357 revolver serial No. 8K6690
- 42) Steyr M40 semi automatic, .40 caliber pistol Serial no. 013446

(Hon. Gary V. Scales)

This case was subject to a settlement conference on March 28, 2019. The parties were represented by counsel and have entered into a settlement stipulation. The Court finds good cause for the settlement stipulation and hereby orders as follows:

1       1. Real Property. The real property, described below, will be sold and the net proceeds  
2       will be divided between the parties with the Claimant receiving thirty-five percent of  
3       the net proceeds and the State receiving sixty-five percent of the net proceeds.

4           a. The real property at issue is the real property and residence located at 599 N.  
5           Graham Boulevard in Young Arizona, Gila County Tax Parcel Number 305-40-  
6           031.

7           b. Two Sellers. There will be three parties to the real estate listing contract:  
8           The real estate agent and two sellers: Claimant and the State. By agreement,  
9           Claimant and the State will select a single real estate agent who will represent  
10          the common interests of Claimant and the State and act on behalf of their  
11          common interests and instructions to cause the sale of the real property to  
12          the highest-bidding offeror. The two sellers must each agree to any offer of  
13          purchase before a contract for sale will be formed. Claimant and the State  
14          agree that the real property will be sold for the highest amount of money  
15          offered.

16          c. The division of proceeds will be the division of the net proceeds of any sale.  
17          This means that after the sales proceeds from the property are received into  
18          the escrow account, the real estate agent's commission, the tax lien, and  
19          other sales-related costs, which shall be agreed to by Claimant and the State,  
20          will be subtracted from the sales proceeds before the division of net proceeds  
21          between Claimant and the State.

22       2. As part of this case, the State seized for forfeiture 39 weapons in the Claimant's  
23       possession. This settlement agreement addresses those weapons.

24           a. Item 8 will be released to Ben Smith.  
25

1           b. Five weapons were previously forfeited by the Court in the criminal case, CR  
2           2016 120, as shown in Exhibit 1. These are Item 3, .25 automatic handgun;  
3           Item 4, Ruger 22 revolver; Item 5, Ruger 22 in leather holster; Item 6,  
4           Peacekeeper 44-40 revolver (Serial No. 7524); And Item 9, AR-15. These  
5           weapons will not be returned to Claimant and will remain permanently in the  
6           State's possession.

7           c. All remaining weapons listed in State's notice of seizure for forfeiture will be  
8           released to a non-prohibited possessor designated by Claimant.

9           3. The State seized for forfeiture \$9,424.98 in currency. This amount is composed of  
10          paper money, referred to as "currency", in the amount of \$8,921.00 and coins in the  
11          amount of \$529.93. The State will release to Claimant the coins and the State will  
12          retain the currency.

13          4. Completion of the settlement. On the completion of the sale of the property, receipt  
14          of the gross sales proceeds into the escrow account and the subtractions and division  
15          of the net proceeds as described above, checks will be issued by the escrow agent for  
16          sixty-five percent of the net proceeds to the State and thirty-five percent of the net  
17          proceeds to the Claimant. The Claimant and the State will each promptly deposit its  
18          respective check into its respective bank account. When each check has cleared the  
19          respective bank, the escrow agent shall so notify the Claimant and the State in  
20          writing. When that notice has been given, the case will be considered "settled."

21           a. Upon settlement, the State shall file a motion to dismiss this action with  
22           prejudice.

23           b. Upon settlement, the State will be barred from seeking costs or attorney's  
24           fees under A.R.S. Section 13-4314(F).

25           c. Upon settlement, the State will release the weapons as stated above.

1 d. Upon settlement, the State will release the coins as stated above and will  
2 retain the currency as stated above.  
3

4 

5 eSigned by Scales, Gary V 04/23/2019 08:21:10 eS.coQAI  
6

7  
8  
9  
10  
11 COPY of the foregoing was  
12 mailed this \_\_\_\_ day of  
13 April, 2019, to:

14 Jefferson R. Dalton  
15 Gila County Attorney's Office  
16 1400 E. Ash Street  
17 Globe, AZ 85501

18 Michael L. Freeman  
19 16427 North Scottsdale Avenue, Suite 300  
20 Scottsdale, Arizona 85254  
21 Attorney for Robert Jesse Dillman  
22  
23  
24  
25

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

**ARF-5856**

**Regular Agenda Item 3. G.**

**Regular BOS Meeting**

Meeting Date: 02/04/2020

Submitted For: Woody Cline, Member, Board of Supervisors

Submitted By: Cathy Melvin, Executive Assistant

Department: Board of Supervisors-District 3

---

Information

Request/Subject

Discussion regarding the Forest Service 203 Road located in the Sierra Ancha Wilderness. The road is scheduled to be closed pursuant to the Tonto National Forest Travel Management Plan. The reopening of this road may require Congressional Action.

Background Information

A Work Session was held on December 10, 2019 and a number of interested parties attended the Work Session to discuss the closure of 10.5 miles of the Forest Service 203 Road and possible alternatives and solutions for the reopening of the road. Following the Work Session, the County Manager's Office determined that a facilitated meeting would be beneficial in order to continue the discussion among the interested parties. Southwest Decision Resources has agreed to facilitate a meeting that will be held on February 19, 2020 in Globe. Prior to this meeting it would be beneficial for Gila County to define their position regarding the action that will be required to reopen the road.

Evaluation

It would be beneficial for the Board of Supervisors to discuss the County's position regarding the possible alternatives and solutions for the reopening of the 10.5 miles of Forest Road 203.

Conclusion

N/A

Recommendation

Staff recommends that the Board of Supervisors discuss the possible alternatives and solutions related to the reopening or possible permanent closure of the 10.5 miles of Forest Road 203.

Suggested Motion



Information/Discussion/Action to determine the County's position on the issue regarding the Forest Service 203 Road. **(Woody Cline)**

---

Attachments

*No file(s) attached.*

---

**ARF-5875**

**Regular Agenda Item 3. H.**

**Regular BOS Meeting**

Meeting Date: 02/04/2020

Submitted For: Woody Cline, Member, Board of Supervisors

Submitted By: Marian Sheppard, Clerk of the Board

Department: Board of Supervisors-District 3

---

Information

Request/Subject

Appointment to the Board of Directors of the Gila County Industrial Development Authority

Background Information

The Industrial Development Authority of the County of Gila, Arizona (IDA) is comprised of nine members. Each Supervisor recommends to the Board of Supervisors the names of three members who they would like to represent their specific Supervisorial District on the IDA Board, and the Board of Supervisors then votes on the appointment(s). The terms of office for IDA members is six years.

As of January 1, 2020, there is a vacancy for a member that represents Supervisorial District 3, which is Supervisor Woody Cline's district. The six-year term of office began on January 1, 2020 and will expire on December 31, 2025.

Evaluation

Supervisor Cline has asked Bill Marshall to serve on the IDA to which he has agreed.

Conclusion

Supervisor Cline recommends the appointment of Mr. Bill Marshall to the IDA Board of Directors for the term of office beginning on February 4, 2020, through through December 31, 2025.

Recommendation

It is recommended that the Board of Supervisors appoint Mr. Marshall to the IDA Board of Directors for a six-year term of office that will begin upon the day of appointment by the Board of Supervisors and end on December 31, 2025.

### Suggested Motion

Information/Discussion/Action to appoint Mr. Bill Marshall to the Board of Directors of The Industrial Development Authority of the County of Gila, Arizona (IDA) for a term of office that will expire on December 31, 2025. **(Woody Cline)**

---

### Attachments

### IDA Member List

---

GILA COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY  
(Proposed to the BOS on 2-4-20)

| Name of Member & Appointment Info. <sup>1</sup> | Appointment Designation <sup>2</sup> | Appointment Type <sup>3</sup> & BOS Approval Date | Time Served Prior to Current Appointment | Term of Incumbent (End date must match end date of Term of Office) | Term of Office (Only change when new term cycle begins) |
|---|--------------------------------------|---|--|--|---|
| Tim Grier                                       | D (Supv. Dist. 1 recommendation)     | C (09/17/19)                                      | 6 years                                  | 09/17/19-12/31/24  | 01/01/19-12/31/24                                       |
| Cliff Potts                                     | D (Supv. Dist. 1 recommendation)     | C (10/30/18)                                      | 6 years                                  | 06/07/17-12/31/22  | 06/07/17-12/31/22                                       |
| James Feezor                                    | D (Supv. Dist. 1 recommendation)     | C (10/30/18)                                      | 3 years, 11 months                       | 06/07/17-12/31/22  | 06/07/17-12/31/22                                       |
| Robert Pastor                                   | D (Supv. Dist. 2 recommendation)     | C (09/17/19)                                      | 6 years                                  | 09/17/19-12/31/24  | 09/17/19-12/31/24                                       |
| Stanley Gibson                                  | D (Supv. Dist. 2 recommendation)     | C (12/06/16)                                      | 2 years, 6 months                        | 01/20/16-12/31/21  | 01/20/16-12/31/21                                       |
| M. Lisa Brazil                                  | D (Supv. Dist. 2 recommendation)     | C (09/17/19)                                      | 3 years as of 12/31/19                   | 01/01/20-12/31/25  | 01/01/20-12/31/25                                       |
| Jill Wilson                                     | D (Supv. Dist. 3 recommendation)     | A (12/04/18)                                      | -  | 12/04/18-12/31/22  | 01/01/17-12/31/22                                       |
| William Marshall                                | D (Supv. Dist. 3 recommendation)     | A (02/04/20)                                      | -  | 02/04/20-12/31/25  | 01/01/20-12/31/25                                       |
| Udon McSpadden                                  | D (Supv. Dist. 3 recommendation)     | A (07/23/19)                                      | -  | 07/23/19-12/31/24  | 07/23/19-12/31/24                                       |

<sup>1</sup> Appointment Information:

- A. Date of creation: August 7, 1972
- B. Regulated by A.R.S. §35-701 through 35-761, and the IDA's Articles of Incorporation dated August 7, 1972.
- C. Governing Board members: A nine-member board which is appointed by the Board of Supervisors.
- D. Terms of Office: Members are appointed to six-year terms of office. The initial governing board was broken into 3 groups of 3 so that the terms of office would be two years apart for each group, per A.R.S. §35-705.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

**ARF-5878**

**Regular Agenda Item 3. I.**

**Regular BOS Meeting**

Meeting Date: 02/04/2020

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY20-21

Budgeted?: Yes

Contract Dates 02/04/2020 -

Grant?: No

Begin & End: 06/30/2021

Matching No

Fund?: New

Requirement?:

---

Information

Request/Subject

Professional Services Contract No. 020120-*Federal Relations Services* with Bose Public Affairs Group.

Background Information

On May 12, 2009, the Gila County Board of Supervisors approved Professional Services Contract No. 042109-PSC between Gila County and Bose Public Affairs Group (BPAG) to provide government relations services for the support of development and execution of county federal programs and projects in the monthly amount of \$6,500 and in effect until June 30, 2011. On June 7, 2011, the Gila County Board of Supervisors approved the First Amendment to Professional Services Contract No. 042109-PSC with BPAG, which extended the term of the contract from July 1, 2011, to June 30, 2013. Staff began working on amendments to the contract before its expiration. It has been determined that a new contract would be more appropriate because of the June 30, 2013, end date. On July 16, 2013, the Board approved Professional Services Contract No. 070113 with BPAG to continue providing lobbying and consulting services at the federal government level to Gila County at the rate of \$6,500 per month, effective July 16, 2013, through June 30, 2014. On November 18, 2014, the Board approved Professional Services Contract No. 103114 between Gila County and Bose Public Affairs Group (BPAG) to provide government relations services for the

support of development and execution of county federal programs and projects. The contract amount was issued as a not to exceed, without prior written approval from the County, amount of \$50,000, for a contract term of November 18, 2014 to November 17, 2015, with the option to renew for two additional one-year periods. On August 17, 2015, the Board authorized an increase of \$29,645 to the contract amount, which was the amount, excluding expenses, that BPAG had estimated their projected services would be through their contract end date of November 17, 2015. The increase made a new total contract amount of \$79,645 for the contract term of November 18, 2014 to November 17, 2015. On October 20, 2015, the Board approved Amendment No. 1 to Professional Services Contract No. 103114 to extend the term of the contract from November 18, 2015 to November 17, 2016; and to increase the contract amount from \$50,000 to \$75,000, to be expensed if needed and as requested. On December 6, 2016, the Board approved Professional Services Contract No. 071014-2 with BPAG to provide consulting and lobbying services for Gila County at the federal government level in a not to exceed amount of \$75,000 for the period November 17, 2016, to November 18, 2020. (Note: The contract was dated December 6, 2016, at which time the BOS Chairman and other County staff signed it, so it would be in effect until December 5, 2020.) On February 19, 2019, Professional Services Contract No. 013019 was presented to the Board for services provided by BPAG to be on a monthly retainer fee of \$7,000 instead of an hourly rate for a total of \$84,000 plus up to \$4,000 annually for approved expenses. After discussion, the Board tabled the agenda item and opted to continue operating with BPAG under the current Professional Services Contract No. 071014-2 which expires on November 18, 2020. It has been determined that a new contract would be more appropriate and payment for service should be on a monthly retainer fee of \$7,000 instead of an hourly rate. The requested contract amount is an annual retainer fee of \$84,000 with an additional \$4,000 travel allowance if travel is necessary and approved during the course of the contract.

### Evaluation

Contract No. 020120 is a new contract which supersedes Contract No. 071014-2. Services: The County hereby retains BPAG to perform certain services intended to strengthen Gila County's relationship with members of the U.S. House and Senate, and with various Federal Agencies including but not limited to: U.S. Forest Service, Environmental Protection Agency, U.S. Fish and Wildlife, Federal Emergency Management Agency, Department of Agriculture, and Bureau of Land Management. BPAG will work with the Board of Supervisors and staff to develop the County's Federal Relations Program to meet the needs of the citizens of the County.

### Conclusion

The new Professional Services Contract No. 020120 with Bose Public Affairs Group will terminate the existing contract 071014-2 and will provide a better value allowing unlimited access instead of an hourly fee for Gila County by paying a retainer fee of \$7,000 monthly (\$84,000 annually) plus travel not to exceed \$4,000, if required and approved and will continue to have a qualified partner representing Gila County's interests at the federal government level.

### Recommendation

Staff recommends that the Board of Supervisors approve Professional Services Contract No. 020120 with Bose Public Affairs Group in the amount of \$84,000 plus approved travel related expenses not to exceed \$4,000 to continue to provide lobbying and consulting services at the federal government level to Gila County, which cancels existing Contract No. 071014-2.

### Suggested Motion

Information/Discussion/Action to approve Professional Services Contract No. 020120 with Bose Public Affairs Group, which will terminate Contract No. 071014-2 to continue providing lobbying and consulting services at the federal government level to Gila County in the amount of \$84,000 per year (at a rate of \$7,000 per month) plus up to \$4,000 in travel related expenses, effective February 1, 2020, through June 30, 2021. **(Mary Springer)**

---

### Attachments

Professional Services Contract No. 020120-BPAG

Contract 071014-2

Amendment No. 1 to Contract No. 103114

Contract 103114-Bose

Contract 070113 BPAG

Amendment No. 1 to Contract No. 042109

Contract No. 042109

---



## **PROFESSIONAL SERVICES CONTRACT NO. 020120**

### **FEDERAL RELATIONS SERVICES**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Bose Public Affairs Group, a Limited Liability Corporation offering lobbying services, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG**.

**WHEREAS**, the **County** and **BPAG** have active contract No. 071014-2 covering lobbying services that expires on November 18, 2020 (the "Active Contract")

**WHEREAS**, the **County** and **BPAG** hereby agree that the Active Contract and any obligations associated therewith shall terminate on the effective date this Agreement.

**NOW, THEREFORE**, **BPAG**, for and in consideration of the sum to be paid by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for all, his heirs, administrators, successors, and assigns as follows:

### **AGREEMENTS**

#### **ARTICLE I - SCOPE OF SERVICES, REPORTING REQUIREMENTS, AND RELATIONSHIP OF THE PARTIES:**

##### **SERVICES:**

The County hereby retains BPAG to perform certain services intended to strengthen Gila County's relationship with members of the U.S. House and Senate, and with various Federal Agencies, including but not limited to: U.S. Forest Services, Environmental Protection Agency, U.S. Fish and Wildlife, Federal Emergency Management Agency, Department of Agriculture, and Bureau of Land Management.

BPAG will work with the Board of Supervisors, and staff, to develop the County's Federal Relations Program to meet the needs of the Citizens of the County.

##### **REPORTING REQUIREMENTS:**

BPAG shall communicate according to an agreed upon schedule with the County Manager and Supervisors regarding active projects and relevant legislative activity in Washington, D.C.

##### **RELATIONSHIP OF THE PARTIES:**

1. **INDEPENDENT CONTRACTOR:** BPAG shall, at all times, be an independent contractor under this Agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this Agreement and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County.

2. **NO LAWYER-CLIENT RELATIONSHIP; CONFIDENTIALITY; CONFLICT OF INTEREST:** The services to be provided under this Agreement are not legal services, but are law-

related services, as defined in *Rule 5.7 of the Indiana Rules of Professional Conduct*. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG agrees to the following in connection with the services to be provided under this Agreement:

- a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to the County. BPAG agrees that, except with the consent of the County or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of the County to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and
- b. Without the consent of the County, BPAG will not represent another client if the representation of that client would be directly averse to the County with respect to the services to be provided under this Agreement, or if BPAG's representation of the County would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

**ARTICLE II - TERM:** This Agreement shall be in effect the date it is signed and approved by the Gila County Board of Supervisors and shall remain in effect until June 30, 2021, unless terminated earlier as provide hereafter. This agreement may be renewed annually upon mutual agreement for three (3) additional one (1) year periods.

**ARTICLE III - EXPENSES:** BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of the County in the course of BPAG's representation of the County, such as, but not limited to, shipping charges, mileage charges, airline travel, and hotel expenses. Any expenditure beyond this description will only be incurred with prior written approval from the County.

**ARTICLE IV -ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and no other promises or representations have been made. Any modifications to this Agreement shall be made in writing.

**ARTICLE V - INDEMNIFICATION CLAUSE:** BPAG 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 BPAG 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 BPAG Group 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 BPAG from and against any and all claims. It is agreed that BPAG will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, BPAG agrees to

waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by BPAG for the County.

**ARTICLE VI – LAWS AND ORDINANCES:** This Agreement shall be enforced under the laws of the State of Arizona. Any action to enforce the provisions of this Agreement shall be brought in the Superior Court of the State of Arizona with venue in Gila County. BPAG shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the BPAG. BPAG 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 VII – IMMIGRATION LAW COMPLIANCE WARRANTY:** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

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

- a) Fails to perform the work under the Agreement in a reasonable and timely manner; or
- b) Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the Agreement; or
- c) Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d) Discontinues the prosecution of the work; or
- e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g) Makes assignment for the benefit of creditors.
- h) If it is found that gratuities were offered or given by BPAG or any agent or representative of BPAG, to any officer or employee of the County.

**ARTICLE IX – PAYMENT:** The Services and Reporting Requirement Services, as outlined in Article I of this Agreement, will be performed on an annual basis. The annual payment to BPAG

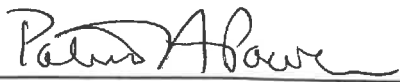
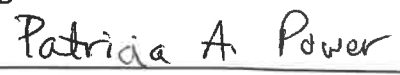
including all applicable taxes during the term of the Agreement for one year from the date of Board approval is \$84,000.00 payable \$7,000 per month, including all applicable taxes. In addition to the annual fee, travel related expenses may be reimbursed up to the amount of \$4,000.00 upon prior written approval of the County Manager or designee. Payment will be made within fifteen days (15) of receipt of the monthly invoice.

**IN WITNESS WHEREOF**, three (3) identical counterparts of this Agreement, 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:**  
**GILA COUNTY BOARD OF SUPERVISORS**

**BOSE PUBLIC AFFAIRS GROUP:**

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

  
\_\_\_\_\_  
**Signature**  
  
\_\_\_\_\_  
**Print Name**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



Tommie C. Martin, District I  
610 E. Highway 260 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John D. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8511



**GILA COUNTY**  
[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

James Menlove, Finance Director  
Phone (928) 425-3231 Ext. 8743

1400 E. Ash Street  
Globe, AZ 85501

## PROFESSIONAL SERVICES CONTRACT NO. 071014-2

### FEDERAL RELATIONS SERVICES

**THIS AGREEMENT**, made and entered into this 6<sup>th</sup> day of December, 2016, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Bose Public Affairs Group, a Limited Liability Corporation offering lobbying services, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG**.

**WITNESSETH:** That **BPAG**, for and in consideration of the sum to be paid by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for all, his heirs, administrators, successors, and assigns as follows:

#### ARTICLE I – SCOPE OF SERVICES AND REPORTING REQUIREMENTS:

##### SERVICES:

The County hereby retains BPAG to perform certain services intended to strengthen Gila County's relationship with members of the U.S. House and Senate, and with various Federal Agencies, including but not limited to: U.S. Forest Services, Environmental Protection Agency, U.S. Fish and Wildlife, Federal Emergency Management Agency, Department of Agriculture and Bureau of Land Management.

BPAG will work with the Board of Supervisors, and staff, to develop the County's Federal Relations Program to meet the needs of the Citizens of the County. As the County sees the need for consulting/lobbying services at the federal government level the County, through the County Manager, will contact BPAG by telephone or email to request an estimate of cost for specific consulting/lobbying services projects. If the County through the County Manager agrees with the BPAG cost estimate for services projects, the County Manager will provide written confirmation to proceed to BPAG that the County will retain BPAG to provide those specific services. BPAG will not exceed the estimated cost for any specific consulting/lobbying services project without first receiving written authorization from the County Manager.

## REPORTING REQUIREMENTS:

With each monthly invoice, BPAG shall prepare and submit to County, a written report of BPAG's activities on behalf of County for the performance of the specifically requested consulting/lobbying services projects.

1. **Independent Contractor:** BPAG shall, at all times, be an independent contractor under this agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County.
2. **No Lawyer-Client Relationship; Confidentiality; Conflict of Interest:** The services to be provided under this Agreement are not legal services, but are law-related services, as defined in *Rule 5.7 of the Indiana Rules of Professional Conduct*. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:
  - a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to the County. BPAG agrees that, except with the consent of the County or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of the County to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and
  - b. Without the consent of the County, BPAG will not represent another client if the representation of that client would be directly adverse to the County with respect to the services to be provided under this Agreement, or if BPAG's representation of the County would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

**ARTICLE II – TERM:** This Contract shall be in effect the date it is signed and approved by the Gila County Board of Supervisors and shall remain in effect for a period of four (4) years.

**ARTICLE III – EXPENSES:** BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of the County in the course of BPAG's representation of the County, such as, but not limited to, shipping charges, mileage charges, airline travel, and hotel expenses. Any expenditure beyond this description will only be incurred with prior written approval from the County.

This Contract constitutes the entire Contract between the parties and no other promises or representations have been made. Any modifications to this Contract shall be made in writing.

**ARTICLE IV – INDEMNIFICATION CLAUSE:** BPAG shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of BPAG 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 BPAG Group 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 BPAG from and against any and all claims. It is agreed that BPAG will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, BPAG agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by BPAG for the County.

**ARTICLE V – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Any action to enforce the provisions of this Agreement shall be brought in the Superior Court of the State of Arizona with venue in Gila County. BPAG shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the BPAG. BPAG 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 VI – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** BPAG hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to BPAG's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). BPAG shall further ensure that each subcontractor who performs any work for BPAG under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of BPAG'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 BPAG to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

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

Any breach of BPAG'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 BPAG to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

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

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

**ARTICLE VIII – 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. BPAG shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if BPAG:

- a) Fails to perform the work under the contract in a reasonable and timely manner; or
- b) Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c) Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d) Discontinues the prosecution of the work; or
- e) Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g) Makes assignment for the benefit of creditors.
- h) If it is found that gratuities were offered or given by BPAG or any agent or representative of BPAG, to any officer or employee of the County.

**ARTICLE IX – PAYMENT:** The Services and Reporting Requirement Services, as outlined in Article I of this agreement, will be performed on a project by project basis not to exceed, without prior written authorization, the amount specified in the cost estimate for each project. The total payment to BPAG including all applicable taxes during the term of the contract for one year from the date of Board approval will not exceed \$75,000.00 without the prior written approval of the County Board of Supervisors. Payment will be made within thirty days (30) of receipt of the monthly written report and invoice. Each invoice and accompanying written report must show a signature by the County representative, confirming services rendered and authorizing payment.

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

In return for the performance of the Contract by BPAG, the County agrees to pay the amount \$75,000.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.



PROFESSIONAL SERVICES CONTRACT NO. 071014-2

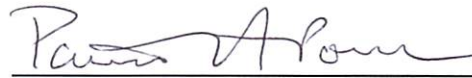
FEDERAL RELATION SERVICES

GILA COUNTY:  
GILA COUNTY BOARD OF SUPERVISORS



Michael A. Pastor, Chairman, Board of Supervisors

BOSE PUBLIC AFFAIRS GROUP:



Signature



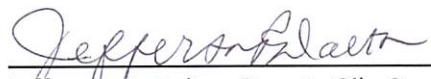
Print Name

ATTEST:



Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Jefferson R. Dalton Deputy Gila County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**Hurst, Betty**

---

**From:** Hurst, Betty  
**Sent:** Wednesday, December 07, 2016 2:23 PM  
**To:** 'Power, Patricia'  
**Subject:** Professional Services Contract No. 071014-2  
**Attachments:** Professional Services Contract No. 071014-2 with Bose Public Affairs Group.pdf

Good Afternoon Pat,

Attached to this email is your copy of the fully executed contract approved by the Board of Supervisors on December 6, 2016, whereby you agreed to provide consulting and lobbying services for Gila County. A Purchase Order will be issued that will need to be referenced on your invoices. Please let me know if you have any questions.

Thank you,

Betty Hurst  
Contracts Administrator  
928-402-4355  
Gila County Finance  
Copper Building  
1400 E. Ash Street  
Globe, AZ 85501



### **AMENDMENT NO. 1**

**The following amendments are hereby incorporated into the contract documents for the below stated project:**

---

**PROFESSIONAL SERVICES CONTRACT NO. 103114  
FEDERAL RELATIONS SERVICES  
BOSE PUBLIC AFFAIRS GROUP**

Effective November 18, 2014, Gila County and Bose Public Affairs Group (BPAG) entered into a contract whereby BPAG agreed to provide Federal Relations Services on behalf of Gila County.

The contract will expire on November 17, 2015. Per Article II-Term, Gila County has the option to renew for two one year extensions, if agreed by both parties. Gila County wishes to exercise the option to renew for one additional one year extension.

Additionally, Gila County wishes to increase the original contract amount from \$50,000 (Fifty Thousand and no/100's) as identified in Article VIII-Payment, to a not to exceed, without prior written approval from the County Board of Supervisors amount of \$75,000 (Seventy-Five Thousand and no/100's).

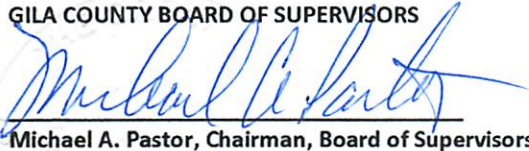
**Amendment No. 1 to Professional Services Contract No. 103114** will serve to extend the term of the contract from November 18, 2015 to November 17, 2016; and further, will increase the contract amount to \$75,000 for the contract term of November 18, 2015 to November 17, 2016.

All other terms, conditions and provisions of the original Agreement, including previously executed Amendments, if any, shall remain the same and apply during the November 18, 2015 to November 17, 2016 renewal period.

IN WITNESS WHEREOF, three (3) 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 20<sup>th</sup> day of October, 2015.

GILA COUNTY:

GILA COUNTY BOARD OF SUPERVISORS

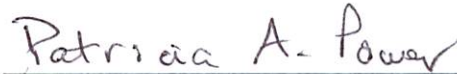


Michael A. Pastor, Chairman, Board of Supervisors

BOSE PUBLIC AFFAIRS GROUP



Authorized Signature



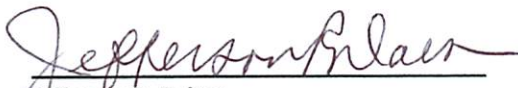
Print Name

ATTEST:



Marian Sheppard, Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Jefferson R. Dalton

Deputy Gila County Attorney, Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

Tommie C. Martin, District I  
610 E. Hwy. 260, Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

John A. Marcanti, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753



## GILA COUNTY

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Don E. McDaniel, Jr., County Manager  
Phone (928) 425-3231 Ext. 8761

Jeff Hessenius  
Finance Director  
Phone (928) 402-8743

FAX (928) 425-0319  
TTY: 7-1-1

### PROFESSIONAL SERVICES CONTRACT NO. 103114

#### RETAINER FOR FEDERAL RELATIONS SERVICES

**THIS AGREEMENT**, made and entered into this 18<sup>th</sup> day of November, 2014, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Bose Public Affairs Group, a Limited Liability Corporation offering lobbying services, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG**.

**WITNESSETH:** That **BPAG**, for and in consideration of the sum to be paid by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for all, his heirs, administrators, successors, and assigns as follows:

#### ARTICLE I – SCOPE OF SERVICES AND REPORTING REQUIREMENTS:

##### SERVICES:

The County hereby retains BPAG to perform certain services on an issue by issue basis intended to strengthen Gila County's relationship with members of the U.S. House and Senate, and with various Federal Agencies, including but not limited to: U.S. Forest Service, Environmental Protection Agency, U.S. Fish and Wildlife, Federal Emergency Management Agency, Department of Agriculture and Bureau of Land Management.

BPAG will work with the Board of Supervisors, and staff, to develop the County's Federal Relations Program to meet the needs of the Citizens of the County. As the County sees the need for consulting/lobbying services at the federal government level the County, through the County Manager, will contact BPAG by telephone or email to request an estimate of cost for specific consulting/lobbying services projects. If the County through the County Manager agrees with the BPAG cost estimate for services projects, the County Manager will provide written confirmation to proceed to BPAG that the County will retain BPAG to provide those specific services. BPAG will not exceed the estimated cost for any specific consulting/lobbying services project without first receiving written authorization from the County Manager.

#### **REPORTING REQUIREMENTS:**

With each monthly invoice, BPAG shall prepare and submit to the County, a written report of BPAG's activities on behalf of County for the performance of the specifically requested consulting/lobbying services projects.

1. **Independent Contractor:** BPAG shall, at all times, be an independent contractor under this agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County.
2. **No Lawyer-Client Relationship; Confidentiality; Conflict of Interest:** The services to be provided under this Agreement are not legal services, but are law-related services, as defined in *Rule 5.7 of the Indiana Rules of Professional Conduct*. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:
  - a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to the County. BPAG agrees that, except with the consent of the County or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of the County to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and
  - b. Without the consent of the County, BPAG will not represent another client if the representation of that client would be directly adverse to the County with respect to the services to be provided under this Agreement, or if BPAG's representation of the County would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

**ARTICLE II – TERM:** This Contract shall be effective the date it is signed and approved by the Gila County Board of Supervisors and shall continue in full force and effect for one year, with the option for two (2) one year extensions, if agreed by both parties.

**ARTICLE III – EXPENSES:** BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of the County in the course of BPAG's representation of the County, such as, but not limited to, shipping charges, mileage charges, airline travel, and hotel expenses. Any expenditure beyond this description will only be incurred with prior written approval from the County.

This Contract constitutes the entire Contract between the parties and no other promises or representations have been made. Any modifications to this Contract shall be made in writing.



**ARTICLE IV – INDEMNIFICATION CLAUSE:** BPAG 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 BPAG 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 BPA Group 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 BPAG from and against any and all claims. It is agreed that BPAG will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, BPAG agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by BPAG for the County.

**ARTICLE V – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Any action to enforce the provisions of this Agreement shall be brought in the Superior Court of the State of Arizona with venue in Gila County. BPAG shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the BPAG. BPAG 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 VI – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** BPAG hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to BPAG’s employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the “State and Federal Immigration Laws”). BPAG shall further ensure that each subcontractor who performs any work for BPAG under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party’s compliance with the State and Federal Immigration Laws.

Any breach of BPAG’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 BPAG to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

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

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

**ARTICLE VII – 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. BPAG shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if BPAG:

- a. Fails to perform the work under the contract in a reasonable and timely manner; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which as been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by any agent or representative of BPAG, to any officer or employee of the County.

**ARTICLE VIII – PAYMENT:** The Services and Reporting Requirement Services, as outlined in ARTICLE I of this agreement, will be performed on a project by project basis not to exceed, without prior written authorization, the amount specified in the cost estimate for each project. The total payment to BPAG including all applicable taxes during the term of the contract for one year from the date of Board approval will not exceed \$50,000.00 without the prior written approval of the County Board of Supervisors. Payment will be made within thirty days (30) of receipt of the written report and invoice. Each invoice and accompanying written report must show a signature by the County representative, confirming services rendered and authorizing payment.



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

In return for the performance of the Contract by **BPAG**, the **County** agrees to pay not more than **\$ 50,000.00** including all applicable taxes, during the term of the contract.

**PROFESSIONAL SERVICES CONTRACT NO. 103114**

**FEDERAL RELATION SERVICES**

**GILA COUNTY:**  
**GILA COUNTY BOARD OF SUPERVISORS**



Michael A. Pastor, Chairman, Board of Supervisors

**BOSE PUBLIC AFFAIRS GROUP:**



Signature



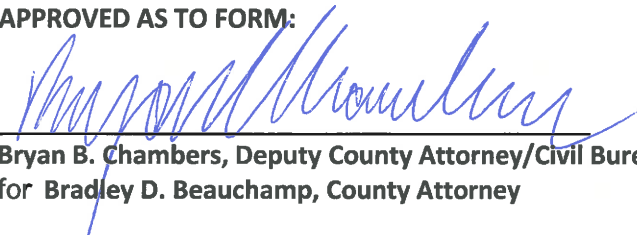
Print Name

**ATTEST:**



Marian Sheppard, Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**



Bryan B. Chambers, Deputy County Attorney/Civil Bureau Chief  
for Bradley D. Beauchamp, County Attorney

**Tommie C. Martin, District I**  
610 E. Hwy. 260, Payson, AZ. 85547  
(928) 474-2029

**Michael A. Pastor, District II**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

**John A. Marcanti, District III**  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753



## GILA COUNTY

[www.gilacountvaz.gov](http://www.gilacountvaz.gov)

**Don E. McDaniel, Jr., County Manager**  
Phone (928) 425-3231 Ext.8761

**Dana Hlavac**  
**Interim Finance Director**  
Phone (928) 402-8743

FAX (928) 425-0319  
TTY: 7-1-1

### PROFESSIONAL SERVICES CONTRACT NO. 070113 FEDERAL RELATIONS SERVICES

**THIS AGREEMENT**, made and entered into this 16<sup>th</sup> day of July, 2013, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Bose Public Affairs Group, a Limited Liability Corporation offering lobbying services, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG**.

**WITNESSETH:** That **BPAG**, for and in consideration of the sum to be paid by the **County**, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for all, his heirs, administrators, successors, and assigns as follows:

#### ARTICLE I – SCOPE OF SERVICES AND REPORTING REQUIREMENTS:

##### SERVICES:

The County hereby retains BPAG to perform certain services intended to strengthen Gila County's relationship with members of the U.S. House and Senate, and with various Federal Agencies, including but not limited to: U.S. Forest Services, Environmental Protection Agency, U.S. Fish and Wildlife, Federal Emergency Management Agency, Department of Agriculture and Bureau of Land Management.

BPAG will work with the Board of Supervisors, and staff, to develop the County's Federal Relations Program to meet the needs of the Citizens of the County.

**REPORTING REQUIREMENTS:**

BPAG shall prepare and submit to County, on the tenth (10<sup>th</sup>) of each month, a written report of BPAG's activities on behalf of County for the preceding month. The report will accompany the monthly invoices.

BPAG shall, on an annual basis, make one (1) on-site visit to Gila County, for the purpose of making a verbal, face to face, presentation to the Board of Supervisors, at one of their Regular or Work Session meetings. The presentation will be scheduled, in advance, with the Clerk of the Board of Supervisors.

1. **Independent Contractor:** BPAG shall, at all times, be an independent contractor under this agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County.
2. **No Lawyer-Client Relationship; Confidentiality; Conflict of Interest:** The services to be provided under this Agreement are not legal services, but are law-related services, as defined in *Rule 5.7 of the Indiana Rules of Professional Conduct*. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:
  - a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to the County. BPAG agrees that, except with the consent of the County or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of the County to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and
  - b. Without the consent of the County, BPAG will not represent another client if the representation of that client would be directly adverse to the County with respect to the services to be provided under this Agreement, or if BPAG's representation of the County would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

**ARTICLE II – TERM:** This Contract shall be effective the date it is signed and approved by the Gila County Board of Supervisors and shall continue in full force and effect until June 30, 2014.

**ARTICLE III – EXPENSES:** BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of the County in the course of BPAG's representation of the County, such as, but not limited to, shipping charges, mileage charges, airline travel, and hotel expenses. Any expenditure beyond this description will only be incurred with prior written approval from the County.

This Contract constitutes the entire Contract between the parties and no other promises or representations have been made. Any modifications to this Contract shall be made in writing.

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

**ARTICLE V – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Any action to enforce the provisions of this Agreement shall be brought in the Superior Court of the State of Arizona with venue in Gila County. BPAG shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the BPAG. BPAG 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 VI – LEGAL ARIZONA WORKERS ACT COMPLIANCE:** BPAG hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to BPAG's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). BPAG shall further ensure that each subcontractor who performs any work for BPAG under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of BPAG'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 BPAG to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

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

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

**ARTICLE VII – 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. BPAG shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if BPAG:

- a. Fails to perform the work under the contract within the time specified in the "Notice to Proceed"; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of BPAG, to any officer or employee of the County

**ARTICLE VIII – PAYMENT:** The Scope of Services and Reporting Requirement Services, as outlined in ARTICLE I of this agreement, will be performed on a not to exceed, without written authorization, amount of \$ 6,500.00 per month. Payment will be made within thirty days (30) of receipt of the monthly written report and invoice. Additional work, as authorized, will be performed on a Time and Materials basis, per a mutually agreed upon fee between the County and BPAG. Each invoice and accompanying written report, must show a signature by the County representative, confirming services rendered and authorizing payment.

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

In return for the performance of the Contract by BPAG, the County agrees to pay the amount of not more than the monthly amount of \$ 6,500.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**PROFESSIONAL SERVICES CONTRACT NO. 070113**

**FEDERAL RELATION SERVICES**

**GILA COUNTY:**

**GILA COUNTY BOARD OF SUPERVISORS**



Michael A. Pastor, Chairman, Board of Supervisors

**BOSE PUBLIC AFFAIRS GROUP:**



Signature



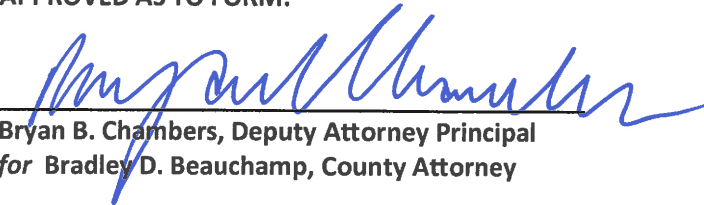
Print Name

**ATTEST:**



Marian Sheppard, Clerk of the Board of Supervisors

**APPROVED AS TO FORM:**



Bryan B. Chambers, Deputy Attorney Principal  
for Bradley D. Beauchamp, County Attorney

Tommie C. Martin, District I  
610 E. Hwy 260, Payson, 85547  
(928) 474-2029  
[tmartin@gilacountyaz.gov](mailto:tmartin@gilacountyaz.gov)

Michael A. Pastor, District II  
(928) 402-8753  
[mpastor@gilacountyaz.gov](mailto:mpastor@gilacountyaz.gov)

Shirley L. Dawson, District III  
(928) 402-8511  
[sdawson@gilacountyaz.gov](mailto:sdawson@gilacountyaz.gov)



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

*extra original*  
Don E. McDaniel, Jr.,  
County Manager  
(928) 402-4257  
[dmdaniel@gilacountyaz.gov](mailto:dmdaniel@gilacountyaz.gov)

John F. Nelson,  
Deputy County Manager/  
Clerk of the Board of Supervisors  
(928) 402-8754  
[jnelson@gilacountyaz.gov](mailto:jnelson@gilacountyaz.gov)

**FIRST AMENDMENT TO THE**  
**PROFESSIONAL SERVICES CONTRACT NO. 042109-PSC**  
**FEDERAL RELATIONS SERVICES**

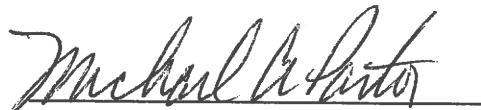
**THIS AMENDMENT**, made and entered into this 7<sup>th</sup> day of June, 2011, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Bose Public Affairs Group, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG**.

**THIS AMENDMENT**, shall apply to and supersede **ARTICLE II – TERM** as follows:  
**ARTICLE II – TERM:** This Contract shall be effective May 12, 2009 when it was signed and approved by the Gila County Board of Supervisors and shall continue in full force and effect until June 30, 2013.

**THIS AMENDMENT**, shall **NOT** apply to any other provision of this contract and all other provisions of this contract shall remain in full force and effect as originally approved.

**GILA COUNTY:**

Gila County Board of Supervisors

  
Chairman

**BOSE PUBLIC AFFAIRS GROUP:**

BOSE

  
BPAG Signature

**ATTEST:**

  
Chief Deputy Clerk

**APPROVED AS TO FORM:**

  
Chief Deputy County Attorney

Tommie C. Martin, District I  
P.O. Box 2297 Payson, AZ. 85547  
(928) 474-2029

Michael A. Pastor, District II  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753

Shirley L. Dawson, District III  
1400 E. Ash St. Globe, AZ. 85501  
(928) 425-3231 Ext. 8753



## GILA COUNTY

[www.gilacountyaz.gov](http://www.gilacountyaz.gov)

Steven L. Besich, County Manager  
Clerk of the Board  
Phone (928) 425-3231 Ext. 8761

Richard Gaona, Finance Director  
Phone (928) 425-3231 Ext. 8743

FAX (928) 425-0319  
TTY: 7-1-1

### PROFESSIONAL SERVICES CONTRACT NO. 042109-PSC FEDERAL RELATIONS SERVICES

**THIS AGREEMENT**, made and entered into this 12th day of May, 2009, by and between the Gila County Board of Supervisors, a political subdivision of the State of Arizona, hereinafter designated the **COUNTY**, and Bose Public Affairs Group, of the City of Indianapolis, State of Indiana, hereinafter designated **BPAG**.

**WITNESSETH:** That **BPAG**, 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 County wishes to retain BPAG to perform certain federal relations in order to support the County's programs and projects. BPAG will work with the County's elected officials and staff to develop and execute the County's federal program to meet the needs of the citizens of the County.



1. **Independent Contractor:** BPAG shall, at all times, be an independent contractor under this agreement. BPAG shall exercise independent judgment as to the services which are necessary in order to fulfill its obligations under this contract and shall exercise its independent judgment as to how said services should be performed in order to meet the objectives which are mutually agreed upon with the County.
2. **No Lawyer-Client Relationship; Confidentiality; Conflict of Interest:** The services to be provided under this Agreement are not legal services, but are law-related services, as defined in *Rule 5.7 of the Indiana Rules of Professional Conduct*. Thus, the protections of the lawyer-client relationship, including but not limited to the protection of client confidences, prohibitions against representation of persons with conflicting interests, and maintenance of professional independence, do not as such apply to such services. Notwithstanding the foregoing, BPAG contractually agrees to the following in connection with the services to be provided under this Agreement:
  - a. BPAG acknowledges that in the course of performing the services, duties, and obligations described in this Agreement, it may acquire confidential and proprietary information relating to the County. BPAG agrees that, except with the consent of the County or as incidental to the performance of services under this Agreement, it will not disclose any such confidential or proprietary information of the County to any person or entity except as required by law, or unless and until such confidential and proprietary information is publicly available; and
  - b. Without the consent of the County, BPAG will not represent another client if the representation of that client would be directly adverse to the County with respect to the services to be provided under this Agreement, or if BPAG's representation of the County would be materially limited by BPAG's responsibilities to such other client or to any other person or entity, or by BPAG's own interest.

**ARTICLE II – TERM:** This Contract shall be effective the date it is signed and approved by the Gila County Board of Supervisors and shall continue in full force and effect until June 30, 2011.

**ARTICLE III – EXPENSES:** BPAG shall be reimbursed for reasonable expenses that are incurred on behalf of the County in the course of BPAG's representation of the County, such as, but not limited to, shipping charges, mileage charges, airline travel, and hotel expenses. Any expenditure beyond this description will only be incurred with prior written approval from the County.

This Contract constitutes the entire Contract between the parties and no other promises or representations have been made. Any modifications to this Contract shall be made in writing.

**ARTICLE IV – INDEMNIFICATION CLAUSE:** BPAG 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 BPAG 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 BPA Group 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 BPAG from and against any and all claims. It is agreed that BPAG will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, BPAG agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by BPAG for the County.

**ARTICLE V – LAWS AND ORDINANCES:** This agreement shall be enforced under the laws of the State of Arizona. Any action to enforce the provisions of this Agreement shall be brought in the Superior Court of the State of Arizona with venue in Gila County. BPAG shall maintain in

current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the BPAG. BPAG 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 VI – A.R.S. §35-397:** Pursuant to A.R.S. §35-397 BPAG certifies that it does not have scrutinized business operations in Iran or Sudan.

**ARTICLE VII – 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. BPAG shall be considered in default of this contract and such default will be considered as cause to terminate the contract for any of the following reasons if BPAG:

- a. Fails to perform the work under the contract within the time specified in the “Notice to Proceed”; or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or data to assure completion of work in accordance with the terms of the contract; or
- c. Performs the work unsuitably or neglects or refuses to follow the Scope of Work; or
- d. Discontinues the prosecution of the work; or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so; or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency; or
- g. Makes assignment for the benefit of creditors.
- h. If it is found that gratuities were offered or given by the Engineer or any agent or representative of BPAG, to any officer or employee of the County

**ARTICLE VIII – PAYMENT:** The Scope of Services as outlined above will be performed on a not to exceed without written authorization amount of \$ 6,500.00 per month. Additional work,

as authorized, will be performed on a Time and Materials basis per a mutually agreed upon fee between the County and BPAG.

Compensation shall follow guidelines for A.R.S. §34-221. Each invoice must include itemized task and dollar figure for each task completed. Each invoice must show a signature by the county representative confirming services rendered and authorizing payment.

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

In return for the performance of the Contract by BPAG, the **County** agrees to pay the amount of not more than the monthly amount of \$ 6,500.00 including all applicable taxes through a payment schedule as described in the Contract documents and as may be modified and executed by change orders.

**PROFESSIONAL SERVICES CONTRACT NO. 042109-PSC**


**FEDERAL REALTION SERVICES**

**GILA COUNTY:**

**BOSE PUBLIC AFFAIRS GROUP:**

**GILA COUNTY BOARD OF SUPERVISORS**

  
Shirley L. Dawson, Chairman, Board of Supervisors


  
Signature of BPAG

  
Print Name

**ATTEST**

  
for Steven L. Besich, County Manager / Clerk

**APPROVED AS TO FORM:**

  
Bryan B. Chambers, Chief Deputy County Attorney  
for Daisy Flores, County Attorney

**ARF-5865**

**Consent Agenda Item 4. A.**

**Regular BOS Meeting**

Meeting Date: 02/04/2020

Submitted By: Erin Miller, Elections Assistant

Department: Elections

---

Information

Request/Subject

Adoption of an Order to Designate Polling Places and Appoint Poll Workers for the March 17, 2020 Presidential Preference Election.

Background Information

Arizona Revised Statute §16-411 provides that the Board of Supervisors shall designate polling places for each precinct.

Arizona Revised Statute §16-531 provides that the Board of Supervisors shall designate poll workers and election board workers.

Evaluation

Arizona Revised Statutes §16-411 and §16-531 require the adoption of this Order.

Conclusion

An Order must be adopted by the Board of Supervisors in order to designate polling places and appoint poll workers and the election board workers within Gila County.

Recommendation

The Elections Director recommends that the Board of Supervisors adopt this Order.

Suggested Motion

Adoption of an Order designating polling places and the appointment of poll workers and election board workers for the purpose of conducting the March 17, 2020 Presidential Preference Election.

---

Attachments

Order

ARS 16-411

ARS 16-531

---



## ORDER

### **AN ORDER OF THE GILA COUNTY BOARD OF SUPERVISORS DESIGNATING POLLING PLACES WITHIN EACH ELECTION PRECINCT AND APPOINTING POLL WORKERS AND ELECTION BOARD WORKERS FOR THE PRESIDENTIAL PREFERENCE ELECTION TO BE HELD ON MARCH 17, 2020.**

**WHEREAS**, A.R.S. §16-411(B) states, “Not less than twenty days before a general or primary election, and at least ten days before a special election, the board shall designate one polling place within each precinct where the election shall be held, except that:

- 1. On a specific finding of the board, included in the order or resolution designating polling places pursuant to this subsection, that no suitable polling place is available within a precinct, a polling place for that precinct may be designated within an adjacent precinct.*
- 2. Adjacent precincts may be combined if boundaries so established are included in election districts prescribed by law for state elected officials and political subdivisions including community college districts but not including elected officials prescribed by titles 30 and 48. The officer in charge of elections may also split a precinct for administrative purposes. The polling places shall be listed in separate sections of the order or resolution.*
- 3. On a specific finding of the board that the number of persons who are listed as permanent early voters pursuant to section 16-544 is likely to substantially reduce the number of voters appearing at one or more specific polling places at that election, adjacent precincts may be consolidated by combining polling places and precinct boards for that election. The board of supervisors shall ensure that a reasonable and adequate number of polling places will be designated for that election. Any consolidated polling places shall be listed in separate sections of the order or resolution of the board.”;*
- 4. On a specific resolution of the board, the board may authorize the use of voting centers in place of or in addition to specifically designated polling places. A voting center shall allow any voter in that county to receive the appropriate ballot for that voter on election day after presenting identification as prescribed in section 16-579 and to lawfully cast the ballot. Voting centers may be established in coordination and consultation with the county recorder, at other county offices or at other locations in the county deemed appropriate.*

**WHEREAS**, A.R.S. §16-531(A) states, “When an election is ordered, and not less than twenty days before a general or primary election, the board of supervisors shall appoint for each election precinct one inspector, one marshal, two judges and as many clerks of election as deemed necessary. The inspector, marshal, judges and clerks shall be qualified voters of the precinct for which appointed, unless there is not a sufficient number of persons available to provide the number of appointments required. The inspector, marshal and judges shall not have

*changed their political party affiliation or their no party preference affiliation since the last preceding general election, and if they are members of the two political parties that cast the highest number of votes in the state at the last preceding general election, they shall be divided equally between these two parties. There shall be an equal number of inspectors in the various precincts in the county who are members of the two largest political parties. In each precinct where the inspector is a member of one of the two largest political parties, the marshal in that precinct shall be a member of the other of the two largest political parties. Whenever possible, any person appointed as an inspector shall have had previous experience as an inspector, judge, marshal or clerk of elections. If there is no qualified person in a given precinct, the appointment of an inspector may be made from names provided by the county party chairman. If not less than ninety days before the election the chairman of the county committee of either of the parties designates qualified voters of the precinct, or of another precinct if there are not sufficient members of his party available in the precinct to provide the necessary representation on the election board as judge, such designated qualified voters shall be appointed. The judges, together with the inspector, shall constitute the board of elections. Any registered voter in the election precinct, or in another election precinct if there are not sufficient persons available in the election precinct for which the clerks are being appointed, may be appointed as clerk.”;*

**PASSED AND ADOPTED** this 4<sup>th</sup> day of February 2020, at Globe, Gila County, Arizona

Attest:

**GILA COUNTY BOARD OF SUPERVISORS**

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

\_\_\_\_\_  
Woody Cline, Chairman

Approved as to form:

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



## ORDER - ATTACHMENT A

### GILA COUNTY POLLING PLACES AND VOTE CENTER LOCATIONS

Pursuant to the provisions of A.R.S. §16-411(B), the following locations have been designated as polling places or vote centers for 2020 elections held in Gila County.

**Vote Center** – A polling location in which any voter may receive an appropriate ballot for that voter on Election Day and lawfully cast their ballot.

- Gila County has 6 vote centers. ANY registered voter may vote at any of the vote centers.
- Gila County has 11 precinct specific polling sites; voters must be registered in those precincts in order to cast a valid ballot.
- Polling place/vote centers are open from 6:00 a.m. to 7:00 p.m. on Election Day.
- Ballot Replacement Sites are open from 12:00 p.m. to 7:00 p.m. on Election Day.

| Polling Place or Vote Center                                  | Location of Election Precinct or Vote Center  |
|---|---|
| Globe Vote Center   | Pinal Mountain AZ #2809 Elks Lodge, 1919 E Maple Street, Globe                              |
| Miami Vote Center   | Miami High School, 4739 S Ragus Road, Miami   |
| Payson Vote Center #1   | Expedition Church, 302 S Ash Street, Payson   |
| Payson Vote Center #2   | Church of the Nazarene, 200 E Tyler Parkway, Payson   |
| Payson Vote Center #3   | Mt. Cross Lutheran Church, 601 E Hwy 260, Payson  |
| Star Valley Vote Center                                       | Rim View Community Church, 4180 E Hwy. 260, Star Valley                                     |
| Copper Basin  | Hayden-Winkelman School District Office, 824 Thorne Ave, Winkelman                          |
| Gisela  | Tonto Valley Bible Church, 526 S Valley View Rd, Gisela                                     |
| Pine-Strawberry East & Pine-Strawberry West                   | First Baptist Church of Pine, 4039 N hwy. 87, Pine  |
| Roosevelt & Sierra Ancha (All Mail – Ballot Replacement Site) | Roosevelt Baptist Church, 18659 Hwy. 188, Roosevelt   |
| Tonto Basin   | Tonto Basin Chamber of Commerce, 45675 Hwy. 188, Tonto Basin                                |
| Whispering Pines (All Mail – Ballot Replacement Site)         | East Verde Baptist Church, 11209 N Houston Mesa Road, Whispering Pines                      |
| Young   | Pleasant Valley Community Center, Hwy. 288, Young   |
| Zane Grey   | Christopher Creek Bible Fellowship Church, 1036 E Christopher Creek Loop, Christopher Creek |
| Canyon Day  | Canyon Day Jr. High School Library, 4621 S 9 <sup>th</sup> Street, Cedar Creek              |
| Carrizo   | Carrizo Assembly of God Church, V-10 Road, Carrizo  |
| San Carlos  | Rice Elementary School Gym, Mohave Avenue and Yavapai Street, San Carlos                    |

**ORDER - ATTACHMENT B**

**GILA COUNTY POLLING PLACES AND APPOINTED POLL WORKERS AND ELECTION BOARD WORKERS FOR THE PRESIDENTIAL PREFERENCE ELECTION TO BE HELD ON MARCH 17, 2020.**

| <b>Polling Place or Vote Center</b> | <b>Name of Poll Worker or Election Board Worker</b> | <b>Position of Poll Worker or Election Board Worker</b> |
|-------------------------------------|---|---|
| <b>Globe Vote Center</b>            | <b>Belarde, Estelle</b>                             | <b>Inspector</b>  |
| <b>Globe Vote Center</b>            | <b>Campos, Patricia</b>                             | <b>Co-Inspector</b>                                     |
| <b>Globe Vote Center</b>            | <b>Alexander, Dan</b>                               | <b>I.D. Clerk</b>                                       |
| <b>Globe Vote Center</b>            | <b>Campos, Antonella</b>                            | <b>I.D. Clerk</b>                                       |
| <b>Globe Vote Center</b>            | <b>Nancarrow, Pearl</b>                             | <b>Provisional Clerk</b>                                |
| <b>Globe Vote Center</b>            | <b>Rogers, Linda</b>                                | <b>Marshal</b>  |
| <b>Globe Vote Center</b>            | <b>Olson, Dylan</b>                                 | <b>Elections Day Technician</b>                         |
| <b>Globe Vote Center</b>            | <b>Beaver, Larry</b>                                | <b>Ballot Judge</b>                                     |
| <b>Miami Vote Center</b>            | <b>Sutherland, Stacy</b>                            | <b>Inspector</b>  |
| <b>Miami Vote Center</b>            | <b>Sutherland, Kelly</b>                            | <b>Ballot Judge</b>                                     |
| <b>Miami Vote Center</b>            | <b>Milliman, Nelson</b>                             | <b>Provisional Clerk</b>                                |
| <b>Miami Vote Center</b>            | <b>Rasmussen, James</b>                             | <b>Marshal</b>  |
| <b>Miami Vote Center</b>            |   | <b>I.D. Clerk</b>                                       |
| <b>Miami Vote Center</b>            | <b>Benedetto, Sam</b>                               | <b>Elections Day Technician</b>                         |
| <b>Tonto Basin</b>                  | <b>Jackson, Barbara</b>                             | <b>Inspector</b>  |
| <b>Tonto Basin</b>                  | <b>Hardy, Linda</b>                                 | <b>Ballot Judge</b>                                     |
| <b>Tonto Basin</b>                  |   | <b>I.D. Clerk</b>                                       |
| <b>Payson Vote Center #1</b>        | <b>Dalby, Bob</b>                                   | <b>Inspector</b>  |
| <b>Payson Vote Center #1</b>        | <b>Stroud, Barbara</b>                              | <b>I.D. Clerk</b>                                       |
| <b>Payson Vote Center #1</b>        | <b>Idemmili, Shelly</b>                             | <b>I.D. Clerk</b>                                       |
| <b>Payson Vote Center #1</b>        | <b>Dalby, Wilma</b>                                 | <b>Provisional Clerk</b>                                |
| <b>Payson Vote Center #1</b>        | <b>Silver, Mary Jane</b>                            | <b>Marshal</b>  |
| <b>Payson Vote Center #1</b>        | <b>Underwood, Barbara</b>                           | <b>I.D. Clerk</b>                                       |
| <b>Payson Vote Center #1</b>        | <b>Omoto, Carole</b>                                | <b>Provisional Clerk</b>                                |
| <b>Payson Vote Center #2</b>        | <b>Miller, Frances</b>                              | <b>Ballot Judge</b>                                     |
| <b>Payson Vote Center #2</b>        | <b>Schwenk, Lynda</b>                               | <b>I.D. Clerk</b>                                       |
| <b>Payson Vote Center #2</b>        | <b>McElfresh, Herman</b>                            | <b>Ballot Judge</b>                                     |
| <b>Payson Vote Center #2</b>        | <b>McElfresh, Marilee</b>                           | <b>I.D. Clerk</b>                                       |
| <b>Payson Vote Center #2</b>        | <b>Ardt, Doug</b>                                   | <b>Co-Inspector</b>                                     |
| <b>Payson Vote Center #2</b>        | <b>Shafferkoetter, Judy</b>                         | <b>Inspector</b>  |
| <b>Payson Vote Center #2</b>        | <b>Thompson, Cathrine</b>                           | <b>Provisional Clerk</b>                                |
| <b>Payson Vote Center #2</b>        | <b>Ryan, Pamela</b>                                 | <b>Marshal</b>  |
| <b>Payson Vote Center #3</b>        | <b>Rowe, Maryann</b>                                | <b>Inspector</b>  |

|                                |                              |                          |
|--------------------------------|------------------------------|--------------------------|
| <b>Payson Vote Center #3</b>   | <b>Yunker, Darlene</b>       | <b>Ballot Judge</b>      |
| <b>Payson Vote Center #3</b>   | <b>Lootans, Jean</b>         | <b>Provisional Clerk</b> |
| <b>Payson Vote Center #3</b>   | <b>Mills, Patrece</b>        | <b>I.D. Clerk</b>        |
| <b>Payson Vote Center #3</b>   | <b>Gean, Jon</b>             | <b>I.D. Clerk</b>        |
| <b>Payson Vote Center #3</b>   | <b>Moser, Linda</b>          | <b>I.D. Clerk</b>        |
| <b>Star Valley Vote Center</b> | <b>Holmgren, John</b>        | <b>Inspector</b>         |
| <b>Star Valley Vote Center</b> | <b>Hetrick, Marleen</b>      | <b>Marshal</b>           |
| <b>Star Valley Vote Center</b> |                              | <b>I.D. Clerk</b>        |
| <b>Star Valley Vote Center</b> |                              | <b>Ballot Judge</b>      |
| <b>Star Valley Vote Center</b> |                              | <b>Provisional Clerk</b> |
| <b>Pine-Strawberry</b>         | <b>Andersen, Rita</b>        | <b>I.D. Clerk</b>        |
| <b>Pine-Strawberry</b>         | <b>Dwyer, Herb</b>           | <b>Marshal</b>           |
| <b>Pine-Strawberry</b>         | <b>Underhill, Charlene</b>   | <b>I.D. Clerk</b>        |
| <b>Pine-Strawberry</b>         | <b>Owsley, Penny</b>         | <b>Provisional Clerk</b> |
| <b>Pine-Strawberry</b>         | <b>Owsley, Michael</b>       | <b>Ballot Judge</b>      |
| <b>Zane Grey</b>               | <b>Britian, Rodney</b>       | <b>Inspector</b>         |
| <b>Zane Grey</b>               | <b>Egler, Silvanus</b>       | <b>Ballot Judge</b>      |
| <b>Zane Grey</b>               | <b>Oliver, Jim</b>           | <b>I.D. Clerk</b>        |
| <b>Zane Grey</b>               | <b>Tolle, Judy</b>           | <b>Provisional Clerk</b> |
| <b>Young</b>                   | <b>McKinney, Mike</b>        | <b>Inspector</b>         |
| <b>Young</b>                   | <b>Cortez, Curtis</b>        | <b>Ballot Judge</b>      |
| <b>Young</b>                   | <b>Schiedewind, Kathrine</b> | <b>I.D. Clerk</b>        |
| <b>Young</b>                   |                              | <b>Provisional Clerk</b> |
| <b>Young</b>                   |                              | <b>Marshal</b>           |
| <b>Whispering Pines</b>        | <b>Jones, Lois</b>           | <b>Inspector</b>         |
| <b>Whispering Pines</b>        | <b>Jones, Bobby</b>          | <b>Ballot Judge</b>      |
| <b>Whispering Pines</b>        | <b>Bullock, Sheila</b>       | <b>I.D. Clerk</b>        |
| <b>Whispering Pines</b>        | <b>Bullock, Leonard</b>      | <b>Marshall</b>          |
| <b>Whispering Pines</b>        | <b>Dye, Shirley</b>          | <b>Provisional Clerk</b> |
| <b>Gisela</b>                  | <b>Kirch, Mark</b>           | <b>Inspector</b>         |
| <b>Gisela</b>                  | <b>Rodgers, Donna</b>        | <b>Ballot Judge</b>      |
| <b>Gisela</b>                  |                              | <b>Provisional Clerk</b> |
| <b>Gisela</b>                  | <b>Mathis, Kay</b>           | <b>I.D. Clerk</b>        |
| <b>Gisela</b>                  | <b>Orear, Fran</b>           | <b>Marshal</b>           |
| <b>Copper Basin</b>            | <b>Olmos, Judas</b>          | <b>Inspector</b>         |
| <b>Copper Basin</b>            | <b>Lovins, Maryann</b>       | <b>Ballot Judge</b>      |
| <b>Copper Basin</b>            | <b>Hinojos, Daniel</b>       | <b>Marshal</b>           |
| <b>Copper Basin</b>            | <b>Garcia, Jose Luis</b>     | <b>I.D. Clerk</b>        |
| <b>Copper Basin</b>            | <b>Hinojos, Annie</b>        | <b>Provisional Clerk</b> |
| <b>Copper Basin</b>            | <b>Acton, Manuela</b>        | <b>I.D. Clerk</b>        |
| <b>Canyon Day</b>              | <b>Burnette, Sr., Vino</b>   | <b>Inspector</b>         |
| <b>Canyon Day</b>              |                              | <b>Ballot Judge</b>      |
| <b>Canyon Day</b>              |                              | <b>I.D. Clerk</b>        |
| <b>Canyon Day</b>              | <b>Thompson, Lee</b>         | <b>Provisional Clerk</b> |
| <b>Canyon Day</b>              | <b>Thompson, Sr., Elton</b>  | <b>Marshal</b>           |

|                               |                           |                                   |
|-------------------------------|---------------------------|-----------------------------------|
| <b>Carrizo</b>                | <b>Gooday, Rosie-Anna</b> | <b>Inspector</b>                  |
| <b>Carrizo</b>                | <b>Truax, Larue</b>       | <b>Ballot Judge</b>               |
| <b>Carrizo</b>                | <b>Altaha, Clarinda</b>   | <b>I.D. Clerk/Signature Judge</b> |
| <b>Carrizo</b>                | <b>Foster, Rosie</b>      | <b>Poll List Clerk</b>            |
| <b>San Carlos</b>             | <b>Lupe, Pearly</b>       | <b>Inspector</b>                  |
| <b>San Carlos</b>             |                           | <b>Co-Inspector</b>               |
| <b>San Carlos</b>             | <b>Cosen, Susie</b>       | <b>Ballot Judge</b>               |
| <b>San Carlos</b>             |                           | <b>Signature Judge</b>            |
| <b>San Carlos</b>             | <b>Nosie, Marcella</b>    | <b>ID Clerk</b>                   |
| <b>San Carlos</b>             | <b>Lupe, Randy</b>        | <b>Marshal</b>                    |
| <b>San Carlos</b>             | <b>Pechuli, Joshua</b>    | <b>Provisional Clerk</b>          |
| <b>Roosevelt-Sierra Ancha</b> |                           | <b>Inspector</b>                  |
| <b>Roosevelt-Sierra Ancha</b> |                           | <b>I.D. Clerk/Signature Judge</b> |
| <b>Roosevelt-Sierra Ancha</b> |                           | <b>Ballot Judge</b>               |

**ORDER - ATTACHMENT C**

**ELECTION WORKERS**

| <b>Election Responsibility</b>      | <b>Name</b>                       |
|-------------------------------------|-----------------------------------|
| <b>Accuracy &amp; Certification</b> | <b>Alvarez, Alfonzo</b>           |
| <b>Accuracy &amp; Certification</b> | <b>Broeder, Carol</b>             |
| <b>Accuracy &amp; Certification</b> | <b>Mariscal, Eric</b>             |
| <b>Audit/Hand Count</b>             | <b>Alvarez, Alfonzo</b>           |
| <b>Audit/Hand Count</b>             | <b>Broeder, Carol</b>             |
| <b>Audit/Hand Count</b>             | <b>Mariscal, Eric</b>             |
| <b>Audit/Hand Count</b>             | <b>Miller, Erin</b>               |
| <b>Data Processing</b>              | <b>Alvarez, Alfonzo</b>           |
| <b>Data Processing</b>              | <b>Miller, Erin</b>               |
| <b>Data Processing</b>              | <b>Broeder, Carol</b>             |
| <b>Data Processing</b>              | <b>Mariscal, Eric</b>             |
| <b>Early Board</b>                  | <b>Barefoot, Janine</b>           |
| <b>Early Board</b>                  | <b>Broeder, Carol</b>             |
| <b>Early Board</b>                  | <b>Moorehead, Judy</b>            |
| <b>Early Board</b>                  | <b>Moorehead, Sam</b>             |
| <b>Early Board</b>                  | <b>Mundy, Dixie</b>               |
| <b>Early Board</b>                  | <b>Miller, Erin</b>               |
| <b>Early Board</b>                  | <b>Mariscal, Cheryle</b>          |
| <b>Early Board</b>                  | <b>Rogers, Tom</b>                |
| <b>Early Board</b>                  |                                   |
| <b>Interpreters</b>                 | <b>Amaya, Marcela</b>             |
| <b>Interpreters</b>                 | <b>Alvarez, Alfonzo</b>           |
| <b>Night Board</b>                  | <b>Sluyter, Cheryl</b>            |
| <b>Night Board</b>                  | <b>Floyd, Christine</b>           |
| <b>Night Board</b>                  | <b>Gregovich-Benton, Francine</b> |
| <b>Night Board</b>                  | <b>Mariscal, Cheryle</b>          |
| <b>Night Board</b>                  | <b>Guthrey, Debbie</b>            |
| <b>Night Board</b>                  | <b>Rogers, Olga</b>               |
| <b>Night Board</b>                  |                                   |
| <b>Night Board</b>                  |                                   |
| <b>Night Board</b>                  |                                   |
| <b>Pick-up Transportation</b>       | <b>Sheriffs Posse Personel</b>    |
| <b>Pick-up Transportation</b>       |                                   |
| <b>Pick-up Transportation</b>       |                                   |
| <b>Pick-up Transportation</b>       |                                   |
| <b>Pick-up Transportation</b>       |                                   |
| <b>Pick-up Transportation</b>       |                                   |
| <b>Pick-up Transportation</b>       |                                   |
| <b>Pick-up Transportation</b>       |                                   |

|                               |                         |
|-------------------------------|-------------------------|
| <b>Pick-up Transportation</b> |                         |
| <b>Pick-up Transportation</b> |                         |
| <b>Pick-up Transportation</b> |                         |
| <b>Pick-up Transportation</b> |                         |
| <b>Pick-up Transportation</b> |                         |
| <b>Pick-up Transportation</b> |                         |
| <b>Snag</b>                   | <b>Dalton, Jeff</b>     |
| <b>Snag</b>                   | <b>Mariscal, Eric</b>   |
| <b>Snag</b>                   | <b>Menlove, James</b>   |
| <b>Trouble Shooters</b>       | <b>Alvarez, Alfonso</b> |
| <b>Trouble Shooters</b>       | <b>Baer, Jeff</b>       |
| <b>Trouble Shooters</b>       | <b>Miller, Erin</b>     |
| <b>Trouble Shooters</b>       | <b>Modglin, Lisa</b>    |
| <b>Trouble Shooters</b>       | <b>Mariscal, Eric</b>   |

16-411. Designation of election precincts and polling places; voting centers; electioneering; wait times

A. The board of supervisors of each county, on or before October 1 of each year preceding the year of a general election, by an order, shall establish a convenient number of election precincts in the county and define the boundaries of the precincts. The election precinct boundaries shall be so established as included within election districts prescribed by law for elected officers of the state and its political subdivisions including community college district precincts, except those elected officers provided for in titles 30 and 48.

B. Not less than twenty days before a general or primary election, and at least ten days before a special election, the board shall designate one polling place within each precinct where the election shall be held, except that:

1. On a specific finding of the board, included in the order or resolution designating polling places pursuant to this subsection, that no suitable polling place is available within a precinct, a polling place for that precinct may be designated within an adjacent precinct.

2. Adjacent precincts may be combined if boundaries so established are included in election districts prescribed by law for state elected officials and political subdivisions including community college districts but not including elected officials prescribed by titles 30 and 48. The officer in charge of elections may also split a precinct for administrative purposes. The polling places shall be listed in separate sections of the order or resolution.

3. On a specific finding of the board that the number of persons who are listed as permanent early voters pursuant to section 16-544 is likely to substantially reduce the number of voters appearing at one or more specific polling places at that election, adjacent precincts may be consolidated by combining polling places and precinct boards for that election. The board of supervisors shall ensure that a reasonable and adequate number of polling places will be designated for that election. Any consolidated polling places shall be listed in separate sections of the order or resolution of the board.

4. On a specific resolution of the board, the board may authorize the use of voting centers in place of or in addition to specifically designated polling places. A voting center shall allow any voter in that county to receive the appropriate ballot for that voter on election day after presenting identification as prescribed in section 16-579 and to lawfully cast the ballot. Voting centers may be established in coordination and consultation with the county recorder, at other county offices or at other locations in the county deemed appropriate.

5. On a specific resolution of the board of supervisors that is limited to a specific election date and that is voted on by a recorded vote, the board may authorize the county recorder or other officer in charge of elections to use emergency voting centers as follows:

(a) The board shall specify in the resolution the location and the hours of operation of the emergency voting centers.

(b) A qualified elector voting at an emergency voting center shall provide identification as prescribed in section 16-579, except that notwithstanding section 16-579, subsection A, paragraph 2, for any voting at an emergency voting center, the county recorder or other officer in charge of elections may allow a qualified elector to update the elector's voter registration information as provided for in the secretary of state's instructions and procedures manual adopted pursuant to section 16-452.



(c) If an emergency voting center established pursuant to this section becomes unavailable and there is not sufficient time for the board of supervisors to convene to approve an alternate location for that emergency voting center, the county recorder or other officer in charge of elections may make changes to the approved emergency voting center location and shall notify the public and the board of supervisors regarding that change as soon as practicable. The alternate emergency voting center shall be as close in proximity to the approved emergency voting center location as possible.

C. If the board fails to designate the place for holding the election, or if it cannot be held at or about the place designated, the justice of the peace in the precinct, two days before the election, by an order, copies of which the justice of the peace shall immediately post in three public places in the precinct, shall designate the place within the precinct for holding the election. If there is no justice of the peace in the precinct, or if the justice of the peace fails to do so, the election board of the precinct shall designate and give notice of the place within the precinct of holding the election. For any election in which there are no candidates for elected office appearing on the ballot, the board may consolidate polling places and precinct boards and may consolidate the tabulation of results for that election if all of the following apply:

1. All affected voters are notified by mail of the change at least thirty-three days before the election.
2. Notice of the change in polling places includes notice of the new voting location, notice of the hours for voting on election day and notice of the telephone number to call for voter assistance.
3. All affected voters receive information on early voting that includes the application used to request an early voting ballot.

D. The board is not required to designate a polling place for special district mail ballot elections held pursuant to article 8.1 of this chapter, but the board may designate one or more sites for voters to deposit marked ballots until 7:00 p.m. on the day of the election.

E. Except as provided in subsection F of this section, a public school shall provide sufficient space for use as a polling place for any city, county or state election when requested by the officer in charge of elections.

F. The principal of the school may deny a request to provide space for use as a polling place for any city, county or state election if, within two weeks after a request has been made, the principal provides a written statement indicating a reason the election cannot be held in the school, including any of the following:

1. Space is not available at the school.
2. The safety or welfare of the children would be jeopardized.

G. The board shall make available to the public as a public record a list of the polling places for all precincts in which the election is to be held.

H. Except in the case of an emergency, any facility that is used as a polling place on election day or that is used as an early voting site during the period of early voting shall allow persons to electioneer and engage in other political activity outside of the seventy-five foot limit prescribed by section 16-515 in public areas and parking lots used by voters. This subsection shall not be construed to permit the temporary or permanent construction of structures in public areas and parking lots or the blocking or other impairment of access to parking spaces for voters. The county recorder or other officer in



charge of elections shall post on its website at least two weeks before election day a list of those polling places in which emergency conditions prevent electioneering and shall specify the reason the emergency designation was granted and the number of attempts that were made to find a polling place before granting an emergency designation. If the polling place is not on the website list of polling places with emergency designations, electioneering and other political activity shall be permitted outside of the seventy-five foot limit. If an emergency arises after the county recorder or other officer in charge of elections' initial website posting, the county recorder or other officer in charge of elections shall update the website as soon as is practicable to include any new polling places, shall highlight the polling place location on the website and shall specify the reason the emergency designation was granted and the number of attempts that were made to find a polling place before granting an emergency designation.

I. For the purposes of this section, a county recorder or other officer in charge of elections shall designate a polling place as an emergency polling place and thus prohibit persons from electioneering and engaging in other political activity outside of the seventy-five foot limit prescribed by section 16-515 but inside the property of the facility that is hosting the polling place if any of the following occurs:

1. An act of God renders a previously set polling place as unusable.
2. A county recorder or other officer in charge of elections has exhausted all options and there are no suitable facilities in a precinct that are willing to be a polling place unless a facility can be given an emergency designation.

J. The secretary of state shall provide through the instructions and procedures manual adopted pursuant to section 16-452 the maximum allowable wait time for any election that is subject to section 16-204 and provide for a method to reduce voter wait time at the polls in the primary and general elections. The method shall consider at least all of the following for primary and general elections in each precinct:

1. The number of ballots voted in the prior primary and general elections.
2. The number of registered voters who voted early in the prior primary and general elections.
3. The number of registered voters and the number of registered voters who cast an early ballot for the current primary or general election.
4. The number of election board members and clerks and the number of rosters that will reduce voter wait time at the polls.

16-531. Appointment of election boards; qualifications

A. When an election is ordered, and not less than twenty days before a general or primary election, the board of supervisors shall appoint for each election precinct one inspector, one marshal, two judges and as many clerks of election as deemed necessary. The inspector, marshal, judges and clerks shall be qualified voters of the precinct for which appointed, unless there is not a sufficient number of persons available to provide the number of appointments required. The inspector, marshal and judges shall not have changed their political party affiliation or their no party preference affiliation since the last preceding general election, and if they are members of the two political parties that cast the highest number of votes in the state at the last preceding general election, they shall be divided equally between these two parties. There shall be an equal number of inspectors in the various precincts in the county who are members of the two largest political parties. In each precinct where the inspector is a member of one of the two largest political parties, the marshal in that precinct shall be a member of the other of the two largest political parties. Whenever possible, any person appointed as an inspector shall have had previous experience as an inspector, judge, marshal or clerk of elections. If there is no qualified person in a given precinct, the appointment of an inspector may be made from names provided by the county party chairman. If not less than ninety days before the election the chairman of the county committee of either of the parties designates qualified voters of the precinct, or of another precinct if there are not sufficient members of his party available in the precinct to provide the necessary representation on the election board as judge, such designated qualified voters shall be appointed. The judges, together with the inspector, shall constitute the board of elections. Any registered voter in the election precinct, or in another election precinct if there are not sufficient persons available in the election precinct for which the clerks are being appointed, may be appointed as clerk.

B. If the election precinct consists of fewer than three hundred qualified electors, the board of supervisors may appoint not fewer than one inspector and two judges. The board of supervisors shall give notice of election precincts consisting of fewer than three hundred qualified electors to the county chairmen of the two largest political parties not later than thirty days before the election. The inspector and judges shall be appointed in the same manner by party as provided in subsection A of this section.

C. If a nonpartisan election is ordered, not less than twenty days before the election the governing board holding the election shall appoint, without consideration for political party, a minimum of three election workers for each polling place. The election workers shall consist of at least one inspector and two judges. Whenever possible, they shall be qualified electors of the precinct located within the district, without consideration for political party.

D. For election boards established pursuant to subsection B of this section, the inspector and two judges shall be appointed to provide as equal as practicable representation of members of the two largest political parties on the board in the same manner as provided for the election boards prescribed by subsection A of this section. Any registered voter in the election precinct, or in another election precinct if there are not sufficient persons available in the election precinct for which the clerks are being appointed, may be appointed as clerk. No United States, state, county or precinct officer, nor a candidate for office at the election, other than a precinct committeeman or a candidate for the office of precinct committeeman, is qualified to act as judge, inspector, marshal or clerk.



E. If an electronic voting system is in use the write-in ballots shall be tallied by a board of elections consisting of one inspector and two judges who are appointed in the same manner by party as provided in subsection A of this section.

F. Notwithstanding any other law, the board of supervisors may appoint to an election board to serve as a clerk of election a person who is not eligible to vote if all of the following conditions are met:

1. The person is a minor who will be at least sixteen years of age at the time of the election for which the person is named to the election board.
2. The person is a citizen of the United States at the time of the election for which the person is named to the election board.
3. The person is supervised by an adult who has been trained as an elections officer.
4. The person has received training provided by the officer in charge of elections.
5. The parent or guardian of the person has provided written permission for the person to serve.

G. A school district or charter school shall not be required to reduce its average daily membership, as defined in section 15-901, for any pupil who is absent from one or more instructional programs as a result of the pupil's service on an election board pursuant to subsection F of this section.

H. A school district or charter school shall not count any pupil's absence from one or more instructional programs as a result of the pupil's service on an election board pursuant to subsection F of this section against any mandatory attendance requirements for the pupil.

I. Nothing in this section shall prevent the board of supervisors or governing body from refusing for cause to reappoint, or from removing for cause, an election board member.

**ARF-5867**

**Consent Agenda Item 4. B.**

**Regular BOS Meeting**

Meeting Date: 02/04/2020

Submitted By: Marian Sheppard, Clerk of the Board

Department: Clerk of the Board of Supervisors

---

Information

Request/Subject

Gila County Community Action Program (CAP) Advisory Board  
Appointments

Background Information

The Gila County CAP Advisory Board consists of 9 members of which 3 members represent the public sector and are appointed by the Board of Supervisors (BOS); 3 members represent low-income citizens and they are elected by the citizens of a specific geographic low-income area, and acknowledged by the BOS; and 3 members represent the private sector and they are appointed by the CAP Advisory Board, and acknowledged by the BOS.

A term of office for a CAP Advisory Board member who represents the low-income sector was due to expire on December 31, 2019. In late 2019, an election was held to fill that slot. On December 4, 2019, the CAP Advisory Board declared the election results official whereby Janice Chesser was elected to represent the low-income sector on the CAP Advisory Board for the term beginning January 1, 2020, through December 31, 2023.

On July 17, 2019, Linda Oddonetto was appointed to the CAP Advisory Board as a private sector representative to fulfill Mr. Villegas's unexpired term of office through December 31, 2019.

On December 4, 2019, the CAP Advisory Board reappointed Ms. Oddonetto to serve another term of office to begin on January 1, 2020, through December 31, 2023.

Evaluation

The CAP Advisory Board is under the purview of the Board of Supervisors. To ensure that there is an accurate list of CAP Advisory Board members in the office of the Board of Supervisors, the Board needs to acknowledge the most recent membership changes for the election of Janice Chesser and reappointment of Linda Oddonetto.

### Conclusion

The names listed above are being presented to the Board of Supervisors for acknowledgement of their respective election and appointment to the CAP Advisory Board.

### Recommendation

It is recommended that the Board of Supervisors acknowledge the election of Janice Chesser and reappointment of Linda Oddonetto to the CAP Advisory Board.

### Suggested Motion

Acknowledgment of the election of Janice Chesser and the reappointment of Linda Oddonetto to the Community Action Program Advisory Board for the term beginning January 1, 2020, through December 31, 2023.

---

### Attachments

#### CAP Advisory Board Member List

---

GILA COUNTY COMMUNITY ACTION PROGRAM ADVISORY BOARD

(Proposed to the BOS on 2/4/20)

| Name of Member & Appointment Info. <sup>1</sup>                  | Appointment Designation <sup>2</sup> | Appointment Type <sup>3</sup> & BOS Approval Date                      | Time Served Prior to Current Appointment | Term of Incumbent (End date must match end date of Term of Office) | Term of Office (Only change when new term cycle begins) |
|--|--------------------------------------|--|--|--|---|
| Margret Celix (Appointed by BOS)                                 | B-Public Sector                      | C (09/20/16)   | 20 years                                 | 01/01/17-12/31/20  | 01/01/17-12/31/20                                       |
| Charles Proudfoot (Appointed by BOS)                             | B-Public Sector                      | C (09/17/19)   | 1 year, 4 months as of 12/31/19          | 01/01/20-12/31/23  | 01/01/20-12/31/23                                       |
| Audrey Opitz (Appointed by BOS)                                  | B-Public Sector                      | C (11/07/17)   | 7 years, 11 months                       | 01/01/18-12/31/21  | 01/01/18-12/31/21                                       |
| Janice Chesser (Elected by citizens of specific geographic area) | C-Low-Income                         | A (02/04/20) (12/4/19 election results declared official by CAP Board) | -  | 01/01/20-12/31/23  | 01/01/20-12/31/23                                       |
| Annie Hinojos (Elected by citizens of specific geographic area)  | C-Low-Income                         | C (08/20/18)   | 30 years                                 | 01/01/18-12/31/21  | 01/01/18-12/31/21                                       |
| Ralph Lopez (Elected by citizens of specific geographic area)    | C-Low-Income                         | B (09/17/19 acknowledged by BOS) Nolberto Waddell                      | -  | 07/17/19-12/31/21  | 01/01/18-12/31/21                                       |
| Vicky Quesada (Appointed by CAP Advisory Board)                  | C-Private Sector                     | C (08/20/18)   | 19 years                                 | 01/01/18-12/31/21  | 01/01/18-12/31/21                                       |
| Linda Oddonetto (Appointed by CAP Advisory Board)                | C-Private Sector                     | C (02/04/20) (12/4/19 Reappointed by CAP Board)                        | 5 months                                 | 01/01/20-12/31/23  | 01/01/20-12/31/23                                       |
| Michael Black (Appointed by CAP Advisory Board)                  | C-Private Sector                     | C (08/20/18)   | 10 months                                | 01/01/18-12/31/21  | 01/01/18-12/31/21                                       |

<sup>1</sup> Appointment Information:

- A. Date of creation: January 20, 1998
- B. Per Bylaws – The Board shall consist of a minimum of 9 members but shall not exceed 12 members.
- C. Board composition: 9 members

1/3 of the members – public sector representatives - **appointed by the Board of Supervisors**

At least 1/3 of the members – low-income representatives, who must reside in a low-income community – **elected by the citizens of a specific geographic low-income area** (candidates must represent low-income residents of a designated geographic area) **and acknowledged by the Board of Supervisors.**

1/3 of the members – private sector representatives consisting of private sector officials or members of business, industrial, labor, religious, welfare, education or other major groups and interests in the community – **appointed by the CAP Advisory Board and acknowledged by the Board of Supervisors.**

- D. Members are appointed for a term of 4 years.

<sup>2</sup> Appointment Designation:

- A. Statutory District Appointment: Member must reside within the supervisorial district boundary from which he/she is appointed.
- B. Supervisory Appointment: Member unrestricted by district.
- C. Joint Appointment: Membership is comprised of appointments from different jurisdictions. Appointments made by other entities are acknowledged by the Board of Supervisors.
- D. County at Large: Members are unrestricted by district and can be recommended by appointment by any supervisorial district or by the committee.
- E. Alternate Members: As defined by individual committee criteria.

<sup>3</sup> Appointment Type

- A. New Appointment
- B. Existing vacancy created by (provide name)
- C. Reappointment (include number of years/months served prior to most recent appointment in right-hand column)

**ARF-5868**

**Consent Agenda Item 4. C.**

**Regular BOS Meeting**

**Meeting Date:** 02/04/2020

**Reporting Period:** January 21, 2020 and January 28, 2020 Meeting Minutes

**Submitted For:** Marian Sheppard, Clerk of the Board

**Submitted By:** Melissa Henderson, Deputy Clerk

---

**Information**

**Subject**

January 21, 2020 and January 28, 2020, Board of Supervisors' Meeting Minutes

**Suggested Motion**

Approval of the January 21, 2020 and January 28, 2020, Board of Supervisors' meeting minutes.

---

**Attachments**

01-21-20 Meeting Minutes

01-28-20 Meeting Minutes

---



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

Date: January 21, 2020

**WOODY CLINE**

Chairman

**MARIAN SHEPPARD**

Clerk of the Board

**TOMMIE C. MARTIN**

Vice-Chairman

By: Marian Sheppard

**TIM R. HUMPHREY**

Member

Gila County Courthouse  
Globe, Arizona

---

PRESENT: Woody Cline, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); Tim R. Humphrey, Member; W. James Menlove, County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Marian Sheppard, Clerk of the Board, and Melissa Henderson, Deputy Clerk of the Board.

ABSENT: Charles Shire, Deputy County Attorney-Civil.

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

Chairman Cline called the Regular Meeting to order at 10:00 a.m. this date in the Board of Supervisors' hearing room. Malissa Buzan led the Pledge of Allegiance and Pastor Isaac Bradford of the Calvary Chapel in Payson delivered the invocation.

**Item 2 – PRESENTATIONS:**

**A. Information/Discussion regarding the Finance Department.**

Mary Springer, Finance Director, advised that the Finance Department is the first County department to provide a report to the Board of Supervisors about the functions of the department, accomplishments, and goals. She read aloud the names of employees in the Finance Department and their respective areas of responsibility. She reviewed departmental highlights for 2019, as follows: 536 purchase orders were placed at a value of \$12,396,680; 400 plus contracts/agreements and amendments processed; 14,461 payroll transactions; \$2.9M in additions to capital assets for FY 2019; 21 grant applications submitted with 5 grants being awarded for a total of \$597K and 9 grant applications still pending; 5 audits completed for FY 2016 and FY 2017; 9,699 accounts payable transactions were processed; an "AA" credit rating was secured which provided the ability to secure capital at a low-interest rate and

refunding savings in excess of \$700K; converted to a new credit card system with automated monthly posting and online records; conducted community outreach and met with various fire districts and other entities to develop collaborative grant applications; improved on internal customer support to include ongoing training for succession planning. Ms. Springer also reviewed the departmental goals for FY 2020-2021. Each Board member thanked Ms. Springer and her staff for the information. James Menlove, County Manager, complimented Ms. Springer's leadership as the Finance Director.

**B. Information/Discussion regarding Gila County financial data as of 11/30/2019 as it compares to the fiscal year 2020 Gila County Budget and fiscal year 2019 year-to-date performance.**

Maryn Belling, Finance Department Budget Manager, advised that throughout the year the Finance Department prepares reports to compare Gila County's income and expenses to the adopted budget. Starting with this meeting, this information will be provided to the Board of Supervisors on a monthly basis. The Finance Department analyzed the year-to-date performance of both revenues and expenditures as compared to the 2020 Fiscal Year Budget. Ms. Belling's presentation contained fiscal data as of November 30, 2019. Highlights of the presentation are as follows: General Fund revenues as of November 30, 2019, are at 47% of the budget and show an increase of \$1,000,000 over November 30, 2018. General Fund expenses as of November 30, 2019, are at 41% of the budget and show an increase of \$90,053.87 over November 30, 2018. General Fund revenues are ahead of General Fund expenses on November 30, 2019, by \$1.96M. This is attributable to the timing of property taxes that are received twice per year. Each Board member thanked Ms. Belling of the information.

**Item 3 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion/Action to authorize the advertisement of Request for Proposals No. 121619-Third Party Medical Claims Administrator as outlined in the solicitation.**

Ms. Springer advised that presently the Sheriff's Office (S.O.) staff reviews medical claims and determines eligibility for cost reduction. She met with Sheriff J. Adam Shepherd and Sarah White, S.O. Chief Administrator, and it was agreed that hiring a third-party medical claims administrator would be beneficial. Sheriff Shepherd commented that processing bills is very time-consuming and staff is not trained sufficiently to know all of the medical claims adjustments and exclusions for inmate claims that would apply to a governmental entity. Vice-Chairman Martin stated that she is always grateful to find better ways to conduct business at the County. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously authorized the advertisement of Request for Proposals No. 121619.

**B. Information/Discussion/Action to enter into a Cooperative Forest Road Agreement (FS Agreement No. 20-RO-11031200-003) between Gila County and the United States Department of Agriculture, Forest Service, Tonto National Forest and authorize the Chairman's signature on the agreement.**

Homero Vela, Assistant County Manager, advised that the existing Cooperative Forest Road Agreement expired on September 30, 2019. The Tonto National Forest (TNF) and the County have been working on a new agreement since last summer with the understanding that a new agreement wouldn't be in place by September 30, 2019. Adding roads to the agreement and possibly eliminating some roads were being discussed, along with the level of service on some roads. It was determined that changes shouldn't occur until the TNF Travel Management Plan was in place. The County and TNF agreed to continue maintenance under the expired agreement until a new agreement could be executed. Mr. Vela stated that the TNF recently informed the County that new changes have occurred with the Forest Service which has shortened acquisition deadlines and new agreements must be in place by January 31, 2020. Based on the new deadlines, the County and TNF recommended that the Board approve the new agreement with the understanding that the future modifications to the roads listed in Schedule A of the agreement may be modified to add and or remove roads at any time. Chairman Cline was in favor of entering into the proposed agreement; however, he asked Mr. Vela if the County would be restricted on any road maintenance performed by the County. Mr. Vela replied that the agreement has a minimum service level that will be provided by the County and he added that the number of miles outlined in the expired agreement is approximately the same number of miles in the new agreement. Mr. Vela expects the County to add some roads to this agreement within the next 45 days. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously authorized entering into the Cooperative Forest Road Agreement (FS Agreement No. 20-RO-11031200-003) between Gila County and the United States Department of Agriculture, Forest Service, Tonto National Forest, and authorized the Chairman's signature on the agreement.

**C. Information/Discussion/Action to approve Amendment No. 3 to an Independent Contractor Agreement (Contract No. 07012019-20) between the Arizona Community Action Association d/b/a Wildfire and the Gila County Community Services Department whereby the Arizona Public Service Crisis Bill Assistance Program (APS BA) funds will increase by \$42,370, the Direct Service amount will increase to \$63,943, and the Program Delivery amount will increase to \$12,789 for a total of \$76,732 to be used to provide utility bill assistance to eligible citizens residing in Gila County for the period of July 1, 2019, through June 30, 2020.**

Malissa Buzan, Community Services Department Director, advised that the Community Services Department requested additional funding for this year and it was received as outlined in this agenda item. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved Amendment No. 3 to the Independent Contractor Agreement (Contract No. 07012019-20).

**D. Information/Discussion/Action to approve Amendment No. 18 to an Agreement for Energy Wise Low-Income Weatherization Program Implementation between the Gila County Community Services Department and Arizona Public Service Company to allocate \$85,000 for calendar year 2020 and to make some other minor changes.**

Ms. Buzan advised that by the Board of Supervisors approving Amendment No. 18 to said Agreement, the Gila County Weatherization Program will provide weatherization services to eligible low-income citizens of Gila County through December 31, 2020. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Amendment No. 18 to Agreement for Energy Wise Low-Income Weatherization Program Implementation between the Gila County Community Services Department and Arizona Public Service Company to allocate \$85,000 for calendar year 2020 and to make some other minor changes.

**E. Information/Discussion/Action to approve Funding Agreement No. 204-20 between the Arizona Department of Housing and the Gila County Community Services Department, Housing Services, to provide Southwest Gas Corporation Weatherization Assistance Program funding in the amount of \$18,490 that will be used to provide weatherization services to eligible citizens residing in Gila County for the period of January 1, 2020, through December 31, 2020.**

Ms. Buzan advised that funds from Southwest Gas Corporation are received through the Arizona Department of Housing. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously approved Funding Agreement No. 204-20.

**F. Information/Discussion/Action to approve Amendment No. 4 to an Independent Contractor Agreement (Contract No. 07012019-20) between the Arizona Community Action Association d/b/a Wildfire and the Gila County Community Services Department, whereby the Utility Repair Replacement Deposit Direct Service funding amount will increase to \$78,600 and the Program Delivery amount will increase to \$7,860 for a total amount of \$86,460, to be used to provide utility bill assistance, and repair and replacement of gas appliances, for eligible citizens residing in Gila County for the period of July 1, 2019, through June 30, 2020.**

Ms. Buzan advised that the Community Services Department applied for and received additional Utility Repair Replacement Deposit Direct Service funding which will be used to assist eligible Gila County residents with repair and replacement of gas appliances and utility services. Supervisor Humphrey inquired if there is a process in place whereby applicants would know in advance if they qualified for these services. Ms. Buzan replied that eligibility for this funding is based on income. At present, there is a waiting list of applicants. She added that if there is a need for emergency repairs, they are usually completed within 48 hours to one week of the request. Ms. Buzan stated that the County's website contains a pre-application process whereby an applicant would be able to determine eligibility. Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Amendment No. 4 to the Independent Contractor Agreement (Contract No. 07012019-20)

**G. Information/Discussion/Action to consider a sealed bid for the purchase of Assessor's tax parcel number 206-22-023B and, if accepted, authorize the Chairman's signature on the Quit Claim Deed.**

Marian Sheppard, Clerk of the Board, advised that the subject property was deeded to the State of Arizona in care of the Board of Supervisors in 2019. It did not sell at the Board's annual auction; therefore, it was added to a list of properties that could be purchased year-round. She stated that this property is on Reppy Avenue in Miami and it contains an abandoned house. Ms. Sheppard further advised the Abelardo Gil owns the adjoining property and he has submitted a sealed bid for the Board's consideration. Chairman Cline asked Ms. Sheppard to open the sealed bid and read aloud the information. Ms. Sheppard stated that Abelardo Gil submitted a bid in the amount of \$1,000 and she added the lien amount on this property is \$3,929.66. Upon motion by Vice-Chairman Martin, seconded by Supervisor Humphrey, the Board unanimously sold Assessor's tax parcel number 206-22-023B to Abelardo Gil in the amount of \$1,000.

Before the Consent Agenda was addressed, Supervisor Humphrey commented that he was pleased to see this property and the various other State-owned properties contained in the Consent Agenda being sold so they are once again on the County's tax rolls. He thanked Ms. Sheppard for her part in promoting these properties for sale.

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

**A. Approval of revised Public Works Department Policy-Accident / Incident / Injury Reporting to make changes and additions to the**

**verbiage; change the format of the policy; and change the policy number from DPW 02-16 to PWS-008.**

**B. Approval to appoint Jaime Escobedo to the Public Safety Personnel Retirement System (PSPRS) Local Board of Directors for the term which ends on December 31, 2023; and acknowledgment of the election of Cole Labonte to said Local Board for the term beginning on January 1, 2020, through December 31, 2023.**

**C. Approval to appoint Jaime Escobedo to the Correctional Officers Retirement Plan (CORP) Local Board of Directors for Detention Officers and Non-Uniformed Officers, and the CORP Local Board of Directors for Dispatchers for a term of office ending on December 31, 2023.**

**D. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 206-06-177 to Nicholas Patrick Rae Edmonds.**

**E. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 206-06-178 to Nicholas Patrick Rae Edmonds.**

**F. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 206-06-185 to Nicholas Patrick Rae Edmonds.**

**G. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 208-07-031 to Blue Ocean Partners LLC.**

**H. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 101-07-106 to Jose Parra.**

**I. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 101-07-107 to Jose Parra.**

**J. Approval of the November 19, 2019, December 3, 2019, December 10, 2019, December 17, 2019, and January 7, 2020, Board of Supervisors' meeting minutes.**

**K. Approval of the Human Resources Department monthly activity reports for December 2019.**

## **DECEMBER 3, 2019**

### **DEPARTURES:**

1. Joe Simmons - Public Works - Temporary Worker - 11/25/19 - Public Works Fund - DOH 11/04/19
2. Jennifer Hicklin - Health and Emergency Services - Environmental Health Specialist - 11/29/19 - Health Service Fund - DOH 12/26/18

### **END PROBATIONARY PERIOD:**

3. Thor Nudson - Sheriff's Office - Deputy Sheriff Sgt. - 12/10/19 - General Fund

### **DEPARTMENTAL TRANSFERS:**

4. Shaunae Casillas - Health and Emergency Services - From Community Health Specialist - To PHEP Assistant - 12/16/19 - From Tobacco-Free Environment Fund - To PHEP Fund - Replacing Craig Humphrey

### **REQUEST TO POST:**

5. Health and Emergency Services - Environmental Health Specialist - Vacated by Jennifer Hicklin
6. Health and Emergency Services - Community Health Specialist - Vacated by Shaunae Casillas
7. Clerk of Superior Court - Courtroom Clerk Technician - Vacated by Victoria Waynick

## **DECEMBER 10, 2019**

### **DEPARTURES:**

1. Paul Maniaci - Public Works - Road Maintenance and Equipment Operator - 12/01/19 - Public Works Fund - DOH 04/23/18
2. Victoria Waynick - Clerk of Superior Court - Courtroom Clerk Technician - 12/06/19 - General Fund - DOH 01/11/16

### **NEW HIRES:**

3. Manuel Lopez - Superior Court - Calendar Administration - 12/16/19 - General Fund - Replacing Omar Gonzalez
4. David Levario - Sheriff's Office - Detention Officer - 12/23/19 - General Fund - Replacing Paul Calihan

### **TEMPORARY HIRES TO COUNTY SERVICES:**

5. Wesley Wilson - Public Works - Temporary Worker - 12/16/19 - Public Works Fund

### **END PROBATIONARY PERIOD:**

6. Eric Avalos - Sheriff's Office - Deputy Sheriff - 12/18/19 - General Fund

OTHER ACTIONS:

7. Colleen Lacy - Probation - From Deputy Probation Officer I - To Deputy Probation Officer II - 12/18/19 - Diversion Intake (.50)/Juvenile Intensive Probation Supervision (.50) Funds - Meets Deputy Probation Officer II requirements
8. Sabrina Falquez - Probation - From Deputy Probation Officer I - To Deputy Probation Officer II - 12/04/19 - Diversion Intake (.50)/Juvenile Intensive Probation Supervision (.50) Funds - Meets Deputy Probation Officer II requirements
9. Tucker Kilbourne - Sheriff's Office - Sheriff Deputy Detective - 11/04/19 - General Fund - Change in overtime fund
10. Gavin Erickson - Sheriff's Office - Deputy Sheriff - 10/28/19 - General Fund - Change in overtime fund

REQUEST TO POST:

11. Health and Emergency Services - Community Health Specialist - Vacated by Deeadra Ursin-Zachary
12. County Attorney's Office - Temporary Administrative Clerk - Vacated by Maria Cook

**DECEMBER 17, 2019**

DEPARTURES:

1. Jolene Myers - Clerk of Superior Court - Court Administrative Assistant - 12/20/19 - General Fund - DOH 04/07/08

NEW HIRES:

2. Terry Scott - Facilities and Land Management - From Temporary Custodian - To Custodian - 12/23/19 - Facilities Management Fund - Replacing Travis Johnson

TEMPORARY HIRES TO COUNTY SERVICES:

3. Charles Adornetto - Globe Justice Court - Judge Pro Tempore - 01/01/20 - General Fund
4. Sherwood Johnston - Globe Justice Court - Judge Pro Tempore - 01/01/20 - General Fund

DEPARTMENTAL TRANSFERS:

5. Felicia Ihrig - Health and Emergency Services - From Animal Care Worker - To Animal Control Officer - 12/23/19 - Rabies Control Fund - Replacing Gabriel Arrellin

OTHER ACTIONS:

6. Diane Buechner - Assessor's Office - From Administrative Assistant - To Office Coordinator - 07/08/19 - General Fund - Reclassification



7. Paul Larkin - Globe Justice Court - Judge Pro Tempore - 12/01/19 - General Fund - Salary change
8. Don Calender - Globe Justice Court - Judge Pro Tempore - 12/01/19 - General Fund - Salary change
9. Jerri Antunes - Globe Justice Court - Judge Pro Tempore - 12/01/19 - General Fund - Salary change

REQUEST TO POST:

10. Health and Emergency Services - Animal Care Worker - Vacated by Felicia Ihrig

**DECEMBER 24, 2019**

DEPARTURES:

1. Arthur Decker – Sheriff’s Office – Detention Officer - 02/02/2020 – General Fund - DOH 08/13/18

NEW HIRES:

2. Nicholas Franco - Sherriff’s Office - Detention Officer - 01/06/20 - General Fund - Replacing Justin Goad
3. Chelsea MaCauley - Sherriff’s Office - 911 Dispatcher - 01/06/20 - General Fund - Replacing Jessica Cruz

TEMPORARY HIRES TO COUNTY SERVICES:

4. Lauren Lopez - Health and Emergency Services - Temporary Administrative Clerk Sr. - 12/26/19 -Health Service Fund
5. Joan Price - Public Works - Temporary Worker - 12/22/19 - Public Works Fund

END PROBATIONARY PERIOD:

6. Christopher Sanks - Sheriff’s Office - Deputy Sheriff - 01/09/2019 - General Fund

OTHER ACTIONS:

7. Daniel Lowe – Probation – Deputy Probation Officer IV - Adult Manager – 12/23/19 – Various Funds – Change in fund code
8. Robert Keefe – Probation – Deputy Probation Officer IV- 12/23/19 – From JPSF Treatment Fund – To Various Funds – Change in fund code
9. Jay Boyer – Probation – Deputy Probation Officer IV– 12/23/19 – Various Funds – Change in fund code
10. Brad Hicks - Public Works - Recycling & Landfill Equipment Operator - 12/29/19 - Recycling & Landfill Management Fund – Extending probationary period an additional three months
11. Malissa Buzan - Community Services - Director of Community Services - 07/09/19- Various Funds- Change in fund code

REQUEST TO POST:

12. Clerk of Superior Court - Court Administrative Assistant - Vacated by Jolene Myers

**DECEMBER 31, 2019**

DEPARTURES:

1. Kayla Herbel - Sheriff's Office - Temporary Clerk - 12/12/19 - General Fund - DOH 09/03/19
2. Deborah Hughes - Assessor's Office - Assessor - 12/31/19 - General Fund - DOH 01/01/13
3. Manuel Lopez - Superior Court - Calendar Administrator - 12/16/19 - General Fund - DOH 12/16/19
4. Cheri Heppler - Payson Justice Court - Justice Court Clerk Lead - 02/28/20 - General Fund - DOH 09/25/00
5. Forrest Bennett - Computer Services - IT Systems Administrator - 12/13/19 - General Fund - DOH 09/23/02
6. Robert Chagolla - Sheriff's Office - Deputy Sheriff - 12/29/19 - General Fund - DOH 10/19/09
7. Gavin Erickson - Sheriff's Office - Deputy Sheriff - 01/02/20 - General Fund - DOH 03/26/18
8. Jerilee Antunes - Payson Justice Court - Judge Pro Tempore - 12/30/19 - General Fund - DOH 08/15/18

TEMPORARY HIRES TO COUNTY SERVICES:

9. Jolene Myers - Clerk of Superior Court - Temporary Court Clerk - 12/23/19 - Document Conversion Superior Court Fund - Replacing Rebecca Mathews

END PROBATIONARY PERIOD:

10. Bianca Melford - Health and Emergency Services - Medical Case Manager - 12/16/19 - HIV Consortium Fund
11. Kalen Trimble - Superior Court - Bailiff - 01/07/20 - Law Library Fund

OTHER ACTIONS:

12. Sharon Listiak - Health and Emergency Services - Worksite Wellness Coordinator - 01/06/20 - From Population Health Initiative (.70)/PHEP (.30) Funds - To Population Health Initiative Fund - Change in fund code
13. Amanda Frost - Public Works - Scalehouse Attendant - 01/01/20 - Recycling and Landfill Management Fund - Arizona minimum wage increase
14. Terry Scott - Facilities and Land Management - Custodian - 01/01/20 - Facilities Management Fund - Arizona minimum wage increase

REQUEST TO POST:

15. Payson Justice Court - Justice Court Clerk Lead - Vacated by Cheri Heppler
16. Computer Services - IT Systems Administrator - Vacated by Forrest Bennett

**L. Approval of finance reports/demands/transfers for the reporting period of December 1, 2019, through December 31, 2019.**

Approve demands and budget amendments for operating transfers. Warrant numbers 300232 through 300321, 300323 through 300370, 300372 through 300484, 300486 through 300630, and 300632 through 300707 totaling \$4,022,536.84 for the period 12-01-19 through 12-31-19.

Pursuant to A.R.S. §11-217(C), the published minutes shall include all demands and warrants approved by the Board in excess of one thousand dollars except that multiple demands and warrants from a single supplier or individual under one thousand dollars whose cumulative total exceeds one thousand dollars in a single reporting period shall also be published. **(A listing of issued warrants and voided warrants is permanently attached to these minutes.)**

**M. Acknowledgment of contracts under \$50,000 which have been approved by the County Manager for December 2019.**

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Martin, the Board unanimously approved Consent Agenda items 4A-4M.

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

Bob McQueen, a resident of Payson, addressed the proposed Tonto Creek Bridge. He stated, "I am for safety and the bridge." Mr. McQueen advised that people who live on the far side of the creek would benefit the most from the bridge being built; therefore, it is his belief that they should be required to contribute more in taxes than other Gila County taxpayers. He was not sure how that could be done, but feels it would be fair because if and when the bridge is built, the property values on the far side of the creek will certainly increase.

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

The County Manager and Supervisors Cline and Humphrey presented a summary of current events. Supervisor Martin advised that she didn't have anything to report.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 11:02 am.

APPROVED:

---

Woody Cline, Chairman

ATTEST:

---

Marian Sheppard, Clerk of the Board

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

Date: January 28, 2020

**WOODY CLINE**

Chairman

**MARIAN SHEPPARD**

Clerk of the Board

**TOMMIE C. MARTIN**

Vice-Chairman

By: Marian Sheppard

**TIM R. HUMPHREY**

Member

Gila County Courthouse  
Globe, Arizona

---

PRESENT: Woody Cline, Chairman; Tommie C. Martin, Vice-Chairman (via ITV); Tim R. Humphrey, Member; W. James Menlove, County Manager; Jefferson R. Dalton, Deputy Gila County Attorney, Civil Bureau Chief; Marian Sheppard, Clerk of the Board; and Melissa Henderson, Deputy Clerk of the Board.

ABSENT: Charles Shire, Deputy Gila County Attorney, Civil Bureau Chief

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

Chairman Cline called the Work Session to order at 10:00 a.m. this date in the Board of Supervisors' hearing room and Jacque Sanders led the Pledge of Allegiance.

**Item 2 – REGULAR AGENDA ITEMS:**

**A. Information/Discussion regarding an update on legislative activity in Washington, D.C. from Patricia Power of Bose Public Affairs Group and to discuss possible grant funding opportunities available to Gila County.**

Chairman Cline advised that there was a lengthy list of topics to discuss at this Work Session, so he asked James Menlove, County Manager, which item on the list he wanted to first address. Mr. Menlove clarified that it was not his intent for the Board to discuss all of the topics on the list; however, he did want to include all topics that have been mentioned as being important to the County so that the Board would hopefully prioritize those issues to work on in the near future. Vice-Chairman Martin provided some history of Ms. Power's association with Gila County and she highlighted some accomplishments that have been made at the federal level on behalf of the County due to Ms. Power's lobbying efforts. Mr. Menlove replied that since Ms. Power was present, he recommended addressing item A(h) on the list which was Bose Public Affairs

Group (BPAG) with the following subcategories: engagement, expectations, report and other. Ms. Power stated that she considers this work session to be a follow-up to the last time she met with the Board of Supervisors, which was in 2017. She stated, "I don't make decisions for the County. I am the eyes and ears on the ground in (Washington) D.C. spotting opportunities; potential threats going on federally that could hurt you or on the opportunity side, help you." She acknowledged a high priority issue for the Board and the County is to obtain enough money from the state and or federal government to build a bridge over Tonto Creek. Ms. Power said that it would be most helpful if a set process could be established between BPAG and the County so that she is able to contact whomever she needs to contact about issues. Chairman Cline replied that there is an established process for that communication which is outlined in the current contract with BPAG. Ms. Power is required to contact the County Manager whenever an issue arises at the federal level whereby Ms. Power believes that BPAG could offer assistance to the County. Chairman Cline commented that he would like that process to continue. Mr. Menlove commented that structure needs to remain; however, he asked for Jacque Sanders, Deputy County Manager and District Librarian, to be added as a contact person for those times he is unavailable. Vice-Chairman Martin conveyed that it is equally important for Ms. Power to be able to communicate with each Supervisor as needed.

Chairman Cline advised that all three Supervisors have agreed on issues that have been addressed at the federal level. He stated that when issues come up, the Supervisors should be apprised by notification in the monthly report that is provided by Ms. Power. Ms. Power replied that through the years she has had a contract with the County; however, the process has varied. At one time she provided the County with monthly reports; however, she believes they were not always passed along to the Supervisors, so she no longer produces the reports. Her preference would be to establish communication with the Supervisors on a weekly basis through phone calls. Regarding the contract, Ms. Power stated that the current contract is on a per hour basis with a capped yearly amount. At times, the contract was on a retainer basis with a set monthly amount to be paid to BPAG and capped with a yearly amount plus a certain amount for expenses. Vice-Chairman Martin commented that having the contract on a retainer basis would provide Ms. Power some flexibility to handle more issues. Mr. Menlove commented that he would talk with each Board member later in the afternoon about possibly making changes to the contract. Mr. Menlove stated that even though the contract does not expire until November of this year, if the Board so chooses, he would rather make changes to the contract "sooner than later." Ms. Power advised that the work over the course of the year tends to be front-end loaded, but with a contract on a retainer basis, it averages out. Her preference is to have the contract on a retainer basis.

The Board addressed item A(g) – Current Congressional Issues in Washington, D.C. Ms. Power stated, "If you haven't been invited, you're being served." She

explained the importance of having the County represented at hearings and meetings in Washington, D.C. As an example, Ms. Power stated that there wasn't anyone in the Congressional delegation representing Gila County when the latest transportation bill was addressed. She emphasized the importance of ensuring that the Congressional delegation is aware that Gila County is interested in certain issues when they are being addressed at the federal level. She briefly talked about the Water Resources Development Act and reauthorization of the Army Corps of Engineers' programs; Surface Transportation reauthorization bill; National Environmental Policy Act rulemaking changes; and Department of Interior and Bureau of Land Management rulemakings. She advised that the National Association of Counties is addressing some of these issues, so it may not be necessary for the County to spend time on them. Ms. Power added that if the Board wants a certain message relayed to the Congressional delegation on any topic, she only needs to be informed of its position and she will relay that message.

There was a brief discussion on item A(b) – Healthy Forest Restoration. Vice-Chairman Martin stated that United States Forest Service (USFS) involvement on forest land is becoming less which will result in more forest fires, less restoration, and fewer cattle and wildlife. The Supervisors agreed that the County needs to stay on top of issues regarding the USFS. Chairman Cline commented that in an earlier discussion with Ms. Power, she suggested meeting with Forest Service officials to show them what is causing the forest fires and to let them know how each fire has directly affected Gila County including costs that have been incurred.

The next item on the list that was addressed was A(c) – Infrastructure. Those in the discussion revisited the issue of the funding needed to build the bridge over Tonto Creek. Supervisor Humphrey advised that he recently testified at a Senate hearing regarding the proposed bridge and he gave an update on the status at the state level. Mr. Menlove commented that he has called Craig Sullivan, Executive Director of the Arizona County Supervisors Association, "to get a champion at the state level to keep us informed." He then suggested involving Ms. Power to help find the best way to get the approximately \$21 million dollars to build the bridge. Ms. Power stated that in order to be prepared for this meeting, she spoke with two of four members of the Congressional delegation. She said that the main problem on the federal side is that the U.S. Department of Transportation's BUILD Transportation Grant is the only clear option that is authorized. She suggested that if the BUILD Transportation Grant were to be modified to address an emergency, then possibly the County would qualify for the grant. She commented that a possible roadblock to receiving federal funds for the Tonto Creek bridge is that it is a very expensive project that most people think only benefits a small community. Ms. Power stated that many are aware of the recent tragedy at Tonto Creek resulting in the deaths of 3 children, but the word needs to get out that many people visit this area, so building the bridge would benefit a greater

number of people than those living in the local community. She asked the Board if they wanted her involvement on this project but there was no response from the Board. This category also listed USFS road maintenance and improvements with the following Forest Service (FS) Roads mentioned: FS #12-Young Road, FS #64-Fire Control Road, and FS #199-Houston Mesa Road. Mr. Menlove stated that the USFS Tonto National Forest Travel Management Plan needs to be addressed by the County. Ms. Power replied that the Plan gets approved locally. She said that it would be helpful to be informed on the status of the Plan and any direct issues affecting Gila County. She stated that if 4FRI (Four Forest Restoration Initiative) were working, there would be no role in Washington, D.C. She added that 4FRI has gotten national attention because it is so broken. Ms. Power advised that whenever there is a meeting regarding 4FRI, she attends and represents Gila County.

The following items on the list were lightly touched upon: A(c)iii – Broadband; A(c)iv – Tri-City Regional Sanitary District – USDA (United States Department of Agriculture) Funding; A(c)v. – Blight & Brownfields Sites; and, A(e) – Admin. Site, Young regarding the transfer of ownership of the USFS administrative site to Gila County so it can be used for veterans programs.

Regarding item A(d) – Wilderness Area Designations for FS Road #203-Cherry Creek Road, FS Road 487-Workman Creek Road to Aztec Peak, and FS Road (unknown number)-Powerline road, Southern Mazatzal Wilderness in Maricopa County, Vice-Chairman Martin mentioned that the County may need to involve Ms. Power with this issue.

Mr. Menlove mentioned that the list also contained section A(i) – Federal Grants in case the Board wanted to discuss them; however, they were not discussed.

Supervisor Humphrey expressed his appreciation for the discussion to identify issues so they can be addressed collectively by the Board and staff. Chairman Cline stated to Mr. Menlove, “Coordinate with Patty so we can channel everything through you.” Mr. Menlove commented that he will write up a plan of action based on this discussion which will outline how each issue will be addressed along with the name of the person that will address each issue.

**Item 3 – CALL TO THE PUBLIC: Call to the Public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a**



**matter be put on a future agenda for further discussion and decision at a future date.**

There were no comments from the public.

**Item 4 - At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.**

Supervisors Martin and Humphrey and the County Manager advised that they did not have any current events to report. Chairman Cline presented a summary of current events.

There being no further business to come before the Board of Supervisors, Chairman Cline adjourned the meeting at 11:57 a.m.

APPROVED:

---

Woody Cline, Chairman

ATTEST:

---

Marian Sheppard, Clerk of the Board

**ARF-5838**

**Consent Agenda Item 4. D.**

**Regular BOS Meeting**

**Meeting Date:** 02/04/2020

**Reporting Period:** December 2019

**Submitted For:** Anita Escobedo, Clerk of the Superior Court

**Submitted By:** Esther Canez, Chief Deputy Clerk of the Superior Court

---

**Information**

**Subject**

Clerk of Superior Court's Office Monthly Report for December 2019

**Suggested Motion**

Acknowledgement of the December 2019 monthly activity report submitted by the Clerk of the Superior Court's Office.

---

**Attachments**

Clerks Report for December 2019

---

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
**IN AND FOR THE COUNTY OF GILA**

**- - - - -**

**CLERK'S REPORT**  
**FOR**  
**DECEMBER 2019**

STATE OF ARIZONA     )  
                                      ) ss:  
County of Gila         )

ANITA ESCOBEDO, being first duly sworn according to law, deposes and says:

That she is the Clerk of the Superior Court of the State of Arizona, in and for the County of Gila, and that the annexed and foregoing report contains a true and correct statement of all fees collected by her in the office of said Clerk during the month of December 2019.



ANITA ESCOBEDO  
Clerk of the Superior Court  
of Gila County, Arizona

SUBSCRIBED AND SWORN to before me this 6th day of January 2020.



ESTHER CANEZ  
Chief Deputy

**TO THE HONORABLE BOARD OF SUPERVISORS:**

**I herewith present the annexed report as and for a true and correct account of all fees earned and collected by me as Clerk of the Superior Court.**

A handwritten signature in cursive script, appearing to read "Anita Escobedo", written over a horizontal line.

**ANITA ESCOBEDO**  
**Clerk of the Superior Court**  
**of Gila County, Arizona**

# Summary Allocation by Agency Report

GILA COUNTY SUPERIOR COURT

Report generated on : 1/3/2020 8:57:37 AM

Criteria : From Date : 12/2/2019 To Date :12/31/2019

| Agency Code   | Agency Name                    | GL Account Num | GL Account Name   | Receipt Amount    | Dishonored Amount | Adjusted Amount    | Bond Forfeiture Amount | Net Amount        | 5% Set Aside    |
|---|--------------------------------|----------------|---|-------------------|-------------------|--------------------|------------------------|-------------------|-----------------|
| <b>Agency Name :</b>                                |                                |                |   |                   |                   |                    |                        |                   |                 |
|   |                                | 5555           | HOLD ACCOUNT  | \$1117.50         |                   | (\$1001.00)        |                        | \$116.50          | \$0.00          |
|   |                                | ZOVER          | OVERPAYMENT FUND  | \$162.00          |                   |                    |                        | \$162.00          | \$0.00          |
|   |                                |                | <b>SubTotal:</b>  | <b>\$1279.50</b>  |                   | <b>(\$1001.00)</b> |                        | <b>\$278.50</b>   | <b>\$0.00</b>   |
| <b>Agency Name : BOND POSTED - THIS COURT</b>       |                                |                |   |                   |                   |                    |                        |                   |                 |
| ZBND  | BOND POSTED - THIS COURT       | ZBND           | BOND POSTED - THIS COURT                                    | \$18830.00        |                   |                    | (\$1000.00)            | \$17830.00        | \$0.00          |
|   |                                |                | <b>SubTotal:</b>  | <b>\$18830.00</b> |                   |                    | <b>(\$1000.00)</b>     | <b>\$17830.00</b> | <b>\$0.00</b>   |
| <b>Agency Name : ELECTED OFFICIALS RETIRE. FUND</b> |                                |                |   |                   |                   |                    |                        |                   |                 |
| ZEORF   | ELECTED OFFICIALS RETIRE. FUND | ZEORF          | ELECTED OFFICIALS RETIRE. FUND                              | \$2806.55         |                   | \$2.61             |                        | \$2809.16         | \$140.46        |
|   |                                | ZEORP          | ELECTED OFFICIALS RETIREMENT PLAN (EMPLOYERS CONTRIBUTIONS) | \$1189.86         |                   | \$1.11             |                        | \$1190.97         | \$59.55         |
|   |                                |                | <b>SubTotal:</b>  | <b>\$3996.41</b>  |                   | <b>\$3.72</b>      |                        | <b>\$4000.13</b>  | <b>\$200.01</b> |
| <b>Agency Name : GILA COUNTY TREASURER</b>          |                                |                |   |                   |                   |                    |                        |                   |                 |
| ZCNTY   | GILA COUNTY TREASURER          | ZOS2           | 2011 ADDTNL ASSMNT-CNTY TRSR                                | \$3.67            |                   |                    |                        | \$3.67            | \$0.18          |
|   |                                | ZOS1           | 2011 ADDTNL ASSMNT-STATE TRSR                               | \$29.40           |                   |                    |                        | \$29.40           | \$1.47          |
|   |                                | ZVAPB          | 30% INTERSTATE COMPACT                                      | \$22.50           |                   |                    |                        | \$22.50           | \$1.13          |
|   |                                | ZIAAF          | ADMINISTRATIVE INDIGENT ASSESSMENT                          | \$366.59          |                   | \$380.48           |                        | \$747.07          | \$0.00          |
|   |                                | ZADPS          | ADPS FORENSICS FUND (12-116.01K)                            | \$40.46           |                   |                    |                        | \$40.46           | \$2.02          |
|   |                                | ZADR           | ALTER. DISPUTE RESOLUTION FUND                              | \$65.32           |                   | \$0.06             |                        | \$65.38           | \$3.27          |

# Summary Allocation by Agency Report

## GILA COUNTY SUPERIOR COURT

| Agency Code | Agency Name           | GL Account Num | GL Account Name                | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|-------------|-----------------------|----------------|--------------------------------|----------------|-------------------|-----------------|------------------------|------------|--------------|
| ZCNTY       | GILA COUNTY TREASURER | ZATT           | ATTORNEY FEE REIMBURSEMENT     | \$555.00       |                   |                 |                        | \$555.00   | \$0.00       |
|             |                       | ZALTF          | AZ LENGTHY TRIAL FUND          | \$510.00       |                   |                 |                        | \$510.00   | \$25.50      |
|             |                       | ZFEE           | BASE FEES (GENERAL FUND)       | \$5887.86      |                   | \$5.47          |                        | \$5893.33  | \$294.67     |
|             |                       | ZFINE          | BASE FINES                     | \$1506.61      |                   |                 |                        | \$1506.61  | \$75.33      |
|             |                       | ZFORF          | BOND FORFEITURES               |                |                   |                 | \$1000.00              | \$1000.00  | \$50.00      |
|             |                       | ZCIEF          | CHILDREN ISSUES EDUC FUND      | \$100.00       |                   |                 |                        | \$100.00   | \$5.00       |
|             |                       | ZCEF           | CLEAN ELECTIONS FUND           | \$121.06       |                   |                 |                        | \$121.06   | \$0.00       |
|             |                       | ZCIF           | CONFIDENTIAL INTERMEDIARY FUND | \$47.64        |                   | \$0.04          |                        | \$47.68    | \$2.38       |
|             |                       | ZCLLF          | COUNTY LAW LIBRARY FUND        | \$2806.53      |                   | \$2.61          |                        | \$2809.14  | \$140.46     |
|             |                       | ZCJEF          | CRIMINAL JUSTICE ENHANCE FUND  | \$552.70       |                   |                 |                        | \$552.70   | \$27.64      |
|             |                       | ZDNAS          | DNA STATE SURCHARGE            | \$29.21        |                   |                 |                        | \$29.21    | \$1.46       |
|             |                       | ZDS            | DOCUMENT STOR. & RETRIEVAL FND | \$1275.47      |                   | \$0.00          |                        | \$1275.47  | \$63.77      |
|             |                       | ZDVCA          | DOM. VIOL.-CHLD ABUSE PREV FND | \$354.49       |                   | \$0.33          |                        | \$354.82   | \$17.74      |
|             |                       | ZDREF          | DOMESTIC RELATIONS EDUCATION   | \$123.15       |                   | \$15.00         |                        | \$138.15   | \$6.91       |
|             |                       | ZDVSF2         | DOMESTIC VIOLENCE SERVICE FUND | \$1628.54      |                   | \$1.51          |                        | \$1630.05  | \$81.50      |
|             |                       | ZDVSF          | DOMESTIC VIOLENCE SHELTER FUND | \$0.59         |                   |                 |                        | \$0.59     | \$0.03       |
|             |                       | ZDECJ          | DRUG & GANG ENFORCEMENT FINES  | \$59.72        |                   |                 |                        | \$59.72    | \$2.99       |
|             |                       | ZDGEF          | DRUG & GANG ENFORCEMENT FUND   | \$0.08         |                   |                 |                        | \$0.08     | \$0.00       |
|             |                       | ZDUIA          | DUI ABATEMENT FUND             | \$151.26       |                   |                 |                        | \$151.26   | \$7.56       |

# Summary Allocation by Agency Report

## GILA COUNTY SUPERIOR COURT

| Agency Code | Agency Name           | GL Account Num | GL Account Name                       | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|-------------|-----------------------|----------------|---------------------------------------|----------------|-------------------|-----------------|------------------------|------------|--------------|
| ZCNTY       | GILA COUNTY TREASURER | ZFAR4          | ENHANCED FARE DELINQUENCY             | \$78.00        |                   |                 |                        | \$78.00    | \$0.00       |
|             |                       | ZFAR3          | ENHANCED FARE SPECIAL COLLECTIONS     | \$3.26         |                   |                 |                        | \$3.26     | \$0.00       |
|             |                       | ZCSVF          | EXPEDITED CHILD SUPPORT AND           | \$455.66       |                   | \$55.50         |                        | \$511.16   | \$25.56      |
|             |                       | ZWITN          | EXPERT WITNESS FUND                   | \$780.00       |                   | \$60.00         |                        | \$840.00   | \$0.00       |
|             |                       | ZEXAP          | EXTRA ADULT PROBATION ASMNT           | \$0.29         |                   |                 |                        | \$0.29     | \$0.01       |
|             |                       | ZEXJU          | EXTRA JUV PROBATION ASMNT             | \$10.65        |                   |                 |                        | \$10.65    | \$0.53       |
|             |                       | ZFAR2          | FARE DELINQUENCY FEE                  | \$44.80        |                   |                 |                        | \$44.80    | \$0.00       |
|             |                       | ZFAR1          | FARE SPEC COLLECTIONS                 | \$191.12       |                   |                 |                        | \$191.12   | \$0.00       |
|             |                       | ZFTGS          | FILL-THE-GAP SURCHARGE (7%)           | \$83.24        |                   |                 |                        | \$83.24    | \$4.16       |
|             |                       | ZCC            | GEN JURIS CONCILIATION COURT          | \$2082.02      |                   | (\$65.00)       |                        | \$2017.02  | \$100.85     |
|             |                       | ZGCAT          | GILA COUNTY ATTORNEY - 60%            | \$4191.98      |                   | (\$275.09)      |                        | \$3916.89  | \$0.00       |
|             |                       | ZGCLK          | GILA COUNTY CLERK OF THE COURT - 10%  | \$698.63       |                   | (\$45.85)       |                        | \$652.78   | \$0.00       |
|             |                       | ZGCSC          | GILA COUNTY SUPERIOR COURT - 30%      | \$2096.06      |                   | (\$137.54)      |                        | \$1958.52  | \$0.00       |
|             |                       | ZJCLF          | JUDIC. COLLECT. ENHANCE. FUND - LOCAL | \$1378.48      |                   | \$1.28          |                        | \$1379.76  | \$68.99      |
|             |                       | ZJCSF          | JUDIC. COLLECT. ENHANCE. FUND - STATE | \$3509.72      |                   | \$3.26          |                        | \$3512.98  | \$175.65     |
|             |                       | ZJCL           | JUDICIAL COLLECT ENHANCE FUND - LOCAL | \$136.50       |                   | \$14.00         |                        | \$150.50   | \$0.00       |



# Summary Allocation by Agency Report

## GILA COUNTY SUPERIOR COURT

| Agency Code | Agency Name           | GL Account Num | GL Account Name                         | Receipt Amount | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount | 5% Set Aside |
|-------------|-----------------------|----------------|---|----------------|-------------------|-----------------|------------------------|------------|--------------|
| ZCNTY       | GILA COUNTY TREASURER | ZJCS           | JUDICIAL COLLECT ENHANCE FUND - STATE   | \$253.50       |                   | \$26.00         |                        | \$279.50   | \$0.00       |
|             |                       | ZJDU           | JUVENILE DIVERSN FUND UNDER \$40        | \$500.00       |                   | \$200.00        |                        | \$700.00   | \$35.00      |
|             |                       | ZJS            | JUVENILE PROBATION SERV FEES            | \$229.35       |                   | \$50.00         |                        | \$279.35   | \$13.97      |
|             |                       | ZMSEF          | MEDICAL SERVICES ENHANCE FUND           | \$161.52       |                   |                 |                        | \$161.52   | \$8.08       |
|             |                       | ZOS3           | OFFCR SAFETY EQUIP-CITY POLICE          | \$4.00         |                   |                 |                        | \$4.00     | \$0.20       |
|             |                       | ZOS4           | OFFCR SAFETY EQUIP-SHERIFF              | \$10.70        |                   |                 |                        | \$10.70    | \$0.54       |
|             |                       | ZPP            | PASSPORT APPLICATION FEES               | \$560.00       |                   |                 |                        | \$560.00   | \$28.00      |
|             |                       | ZPCOF          | PRISON CONSTRUCTION AND                 | \$145.00       |                   |                 |                        | \$145.00   | \$7.25       |
|             |                       | ZPCF           | PROBATE COURT FUND                      | \$60.00        |                   |                 |                        | \$60.00    | \$3.00       |
|             |                       | ZPBA           | PROBATION FEE ADULT                     | \$10162.67     |                   | \$585.00        |                        | \$10747.67 | \$537.38     |
|             |                       | ZRCF           | RESOURCE CENTER FUND                    | \$237.88       |                   | \$0.22          |                        | \$238.10   | \$11.91      |
|             |                       | ZSMEN          | SPOUSAL MAINTENANCE FUND                | \$150.16       |                   | (\$5.00)        |                        | \$145.16   | \$7.26       |
|             |                       | ZVCAF          | VICTIM COMPENSATION AND ASSISTANCE FUND | \$2.28         |                   |                 |                        | \$2.28     | \$0.11       |
|             |                       | ZVAF           | VICTIMS ASSISTANCE FUND                 | \$52.50        |                   |                 |                        | \$52.50    | \$2.63       |
|             |                       | ZVREA          | VICTIMS RIGHTS ENFORCEMENT FUND         | \$1.35         |                   |                 |                        | \$1.35     | \$0.07       |
|             |                       | ZVRF           | VICTIM'S RIGHTS FUND                    | \$3.79         |                   |                 |                        | \$3.79     | \$0.19       |
|             |                       | ZVRIF          | VICTIMS RIGHTS IMPLEMENTATION           | \$50.00        |                   | \$25.00         |                        | \$75.00    | \$3.75       |
|             |                       | ZGFDU          | XTRA DUI ASSMT                          | \$25.47        |                   |                 |                        | \$25.47    | \$1.27       |

# Summary Allocation by Agency Report

## GILA COUNTY SUPERIOR COURT

| Agency Code                      | Agency Name           | GL Account Num | GL Account Name     | Receipt Amount    | Dishonored Amount | Adjusted Amount | Bond Forfeiture Amount | Net Amount        | 5% Set Aside     |
|----------------------------------|-----------------------|----------------|---------------------|-------------------|-------------------|-----------------|------------------------|-------------------|------------------|
| ZCNTY                            | GILA COUNTY TREASURER | ZPRS9          | ZPRS9               | \$113.49          |                   |                 |                        | \$113.49          | \$5.67           |
|                                  |                       |                | <b>SubTotal:</b>    | <b>\$44701.92</b> |                   | <b>\$897.28</b> | <b>\$1000.00</b>       | <b>\$46599.20</b> | <b>\$1853.04</b> |
| <b>Agency Name : RESTITUTION</b> |                       |                |                     |                   |                   |                 |                        |                   |                  |
| ZREST                            | RESTITUTION           | ZREST          | RESTITUTION         | \$9259.86         |                   | \$100.00        |                        | \$9359.86         | \$0.00           |
|                                  |                       |                | <b>SubTotal:</b>    | <b>\$9259.86</b>  |                   | <b>\$100.00</b> |                        | <b>\$9359.86</b>  | <b>\$0.00</b>    |
|                                  |                       |                | <b>Grand Total:</b> | <b>\$78067.69</b> |                   | <b>\$0.00</b>   | <b>\$0.00</b>          | <b>\$78067.69</b> | <b>\$2053.05</b> |
| Less Shaded Areas:               |                       |                |                     |                   |                   |                 |                        |                   |                  |
| Bonds:                           |                       |                |                     |                   |                   |                 |                        | -\$17830.00       |                  |
| Restitution:                     |                       |                |                     |                   |                   |                 |                        | -\$ 9359.86       |                  |
| Overpayment Fund:                |                       |                |                     |                   |                   |                 |                        | -\$ 162.00        |                  |
|                                  |                       |                |                     |                   |                   |                 |                        | \$50715.83        |                  |
| Hold:                            |                       |                |                     |                   |                   |                 |                        | -\$ 116.50        |                  |
|                                  |                       |                |                     |                   |                   |                 |                        | \$50599.33        |                  |
| FARE:                            |                       |                |                     |                   |                   |                 |                        | -\$ 317.18        |                  |
|                                  |                       |                |                     |                   |                   |                 |                        | \$50282.15        |                  |

**ARF-5849**

**Consent Agenda Item 4. E.**

**Regular BOS Meeting**

**Meeting Date:** 02/04/2020

**Reporting Period:** Recorder's Office Monthly Report for December 2019

**Submitted For:** Sadie Bingham, Recorder

**Submitted By:** Charlotte Williams, Chief Deputy Recorder

---

**Information**

**Subject**

Recorder's Office Monthly Report for December 2019

**Suggested Motion**

Acknowledgment of the December 2019 monthly activity report submitted by the Recorder's Office.

---

**Attachments**

December 2019

---



---

# Gila County Recorder

REPORT FOR THE MONTH OF December 2019

I, SADIE JO BINGHAM, Recorder in and for the County of Gila, State of Arizona hereby state and certify that the fees earned for this month are as set forth in the attached report.

Sadie Jo Bingham, Gila County Recorder

# Bank Deposit

From 12/01/2019 To 12/31/2019

## Deposit Totals

| Payment Type        | Actual Total | Adjusted Total |
|---------------------|--------------|----------------|
| Cash                | \$2,935.00   |                |
| Check               | \$5,651.00   |                |
| Credit Card OTC     | \$0.00       |                |
| Electronic Transfer | \$23,400.00  |                |
| Bridgepay Web       | \$0.00       |                |
| Total Deposit       | \$31,986.00  |                |

## Included Tills

| Bank Deposit | Deposited    | Till                         | Expected   | Actual Adjusted | Bank Account |
|--------------|--------------|------------------------------|------------|-----------------|--------------|
| 6647         | Dec 2, 2019  | 11_Payson_Mon / 6442         | \$1,569.00 | \$1,569.00      | Bank Account |
| 6648         | Dec 2, 2019  | 1_ReceiptStation1_Mon / 6440 | \$986.00   | \$986.00        | Bank Account |
| 6649         | Dec 3, 2019  | 2_ReceiptStation1_Tue / 6445 | \$1,614.00 | \$1,614.00      | Bank Account |
| 6650         | Dec 3, 2019  | 12_Payson_Tue / 6444         | \$1,112.00 | \$1,112.00      | Bank Account |
| 6651         | Dec 4, 2019  | 3_ReceiptStation1_Wed / 6446 | \$1,083.00 | \$1,083.00      | Bank Account |
| 6652         | Dec 5, 2019  | 4_ReceiptStation1_Thu / 6448 | \$1,869.00 | \$1,869.00      | Bank Account |
| 6653         | Dec 5, 2019  | 14_Payson_Thu / 6447         | \$1,214.00 | \$1,214.00      | Bank Account |
| 6654         | Dec 6, 2019  | 5_ReceiptStation1_Fri / 6449 | \$1,321.00 | \$1,321.00      | Bank Account |
| 6655         | Dec 6, 2019  | 15_Payson_Fri / 6450         | \$1,593.00 | \$1,593.00      | Bank Account |
| 6656         | Dec 9, 2019  | 11_Payson_Mon / 6451         | \$978.00   | \$978.00        | Bank Account |
| 6657         | Dec 10, 2019 | 1_ReceiptStation1_Mon / 6452 | \$1,682.00 | \$1,682.00      | Bank Account |
| 6658         | Dec 10, 2019 | 2_ReceiptStation1_Tue / 6453 | \$1,763.00 | \$1,763.00      | Bank Account |
| 6659         | Dec 10, 2019 | 12_Payson_Tue / 6454         | \$811.00   | \$811.00        | Bank Account |
| 6661         | Dec 11, 2019 | 13_Payson_Wed / 6456         | \$1,388.00 | \$1,388.00      | Bank Account |
| 6662         | Dec 11, 2019 | 3_ReceiptStation1_Wed / 6455 | \$1,939.00 | \$1,939.00      | Bank Account |
| 6663         | Dec 12, 2019 | 14_Payson_Thu / 6458         | \$1,260.00 | \$1,260.00      | Bank Account |
| 6664         | Dec 12, 2019 | 4_ReceiptStation1_Thu / 6457 | \$1,637.00 | \$1,637.00      | Bank Account |
| 6665         | Dec 13, 2019 | 5_ReceiptStation1_Fri / 6459 | \$1,159.00 | \$1,159.00      | Bank Account |
| 6666         | Dec 13, 2019 | 15_Payson_Fri / 6460         | \$2,031.00 | \$2,031.00      | Bank Account |
| 6667         | Dec 16, 2019 | 11_Payson_Mon / 6462         | \$1,447.00 | \$1,447.00      | Bank Account |
| 6668         | Dec 16, 2019 | 1_ReceiptStation1_Mon / 6461 | \$2,849.00 | \$2,849.00      | Bank Account |
| 6669         | Dec 17, 2019 | 2_ReceiptStation1_Tue / 6463 | \$1,565.00 | \$1,565.00      | Bank Account |
| 6670         | Dec 17, 2019 | 12_Payson_Tue / 6464         | \$1,215.00 | \$1,215.00      | Bank Account |
| 6671         | Dec 18, 2019 | 13_Payson_Wed / 6466         | \$1,162.00 | \$1,162.00      | Bank Account |
| 6672         | Dec 18, 2019 | 3_ReceiptStation1_Wed / 6465 | \$1,096.00 | \$1,096.00      | Bank Account |
| 6674         | Dec 19, 2019 | 4_ReceiptStation1_Thu / 6467 | \$2,499.00 | \$2,499.00      | Bank Account |
| 6675         | Dec 20, 2019 | 5_ReceiptStation1_Fri / 6468 | \$1,470.00 | \$1,470.00      | Bank Account |
| 6676         | Dec 20, 2019 | 15_Payson_Fri / 6469         | \$1,545.00 | \$1,545.00      | Bank Account |
| 6678         | Dec 23, 2019 | 11_Payson_Mon / 6470         | \$817.00   | \$817.00        | Bank Account |
| 6679         | Dec 24, 2019 | 3_ReceiptStation1_Wed / 6472 | \$1,355.00 | \$1,355.00      | Bank Account |
| 6680         | Dec 24, 2019 | 12_Payson_Tue / 6473         | \$900.00   | \$900.00        | Bank Account |
| 6681         | Dec 26, 2019 | 4_ReceiptStation1_Thu / 6474 | \$1,229.00 | \$1,229.00      | Bank Account |
| 6682         | Dec 26, 2019 | 14_Payson_Thu / 6475         | \$1,020.00 | \$1,020.00      | Bank Account |
| 6683         | Dec 27, 2019 | 15_Payson_Fri / 6477         | \$931.00   | \$931.00        | Bank Account |
| 6684         | Dec 27, 2019 | 5_ReceiptStation1_Fri / 6476 | \$117.00   | \$117.00        | Bank Account |
| 6686         | Dec 30, 2019 | 11_Payson_Mon / 6479         | \$1,351.00 | \$1,351.00      | Bank Account |
| 6687         | Dec 31, 2019 | 12_Payson_Tue / 6481         | \$1,097.00 | \$1,097.00      | Bank Account |
| 6688         | Dec 31, 2019 | 2_ReceiptStation1_Tue / 6480 | \$1,842.00 | \$1,842.00      | Bank Account |
| 6689         | Dec 31, 2019 | previousday / 6482           | \$1,275.00 | \$1,275.00      | Bank Account |
| 6698         | Dec 30, 2019 | 1_ReceiptStation1_Mon / 6478 | \$2,263.00 | \$2,263.00      | Bank Account |
| 6699         | Dec 23, 2019 | 1_ReceiptStation1_Mon / 6471 | \$2,040.00 | \$2,040.00      | Bank Account |

# Bank Deposit

From 12/01/2019 To 12/31/2019

6700      Dec 4, 2019    previousday / 6493      \$15.00      \$15.00      Bank Account

|                       |                    |                    |
|-----------------------|--------------------|--------------------|
| Total                 | \$58,109.00        | \$58,109.00        |
| Non-Deposit Total     | (\$26,123.00)      | (\$26,123.00)      |
| <b>Deposit Total</b>  | <b>\$31,986.00</b> | <b>\$31,986.00</b> |
| Total Till Over/Short |                    | \$0.00             |

## Journal Activity

| Account                    |   | Debits             | Credits              | Net                  |
|----------------------------|---|--------------------|----------------------|----------------------|
| <b>Asset</b>               |   |                    |                      |                      |
| 1005SuspensePrePayAccounts | 1005 Suspense - Prepay                    | \$2,723.00         | (\$540.00)           | \$2,183.00           |
| Cash                       | Cash/Check                                | \$8,586.00         | \$0.00               | \$8,586.00           |
| D-1005-120-01-4612-023     | Recording Fee (deferred)                  | \$99.00            | (\$99.00)            | \$0.00               |
| D-7145-120-01-4775-004     | Recorder Storage and Retrieval (deferred) | \$36.00            | (\$36.00)            | \$0.00               |
| ETransfer                  | Electronic Transfers                      | \$23,400.00        | \$0.00               | \$23,400.00          |
|                            | <b>Total</b>                              | <b>\$34,844.00</b> | <b>(\$675.00)</b>    | <b>\$34,169.00</b>   |
| <b>Liability</b>           |   |                    |                      |                      |
| 1005SuspenseChargeAccounts | 1005 Suspense - Charge                    | \$135.00           | (\$135.00)           | \$0.00               |
|                            | <b>Total</b>                              | <b>\$135.00</b>    | <b>(\$135.00)</b>    | <b>\$0.00</b>        |
| <b>Expense</b>             |   |                    |                      |                      |
|                            | <b>Total</b>                              | <b>\$0.00</b>      | <b>\$0.00</b>        | <b>\$0.00</b>        |
| <b>Revenue</b>             |   |                    |                      |                      |
| 1005-120-01-4612-001       | Copies                                    | \$0.00             | (\$972.00)           | (\$972.00)           |
| 1005-120-01-4612-002       | Certified Seal                            | \$0.00             | (\$51.00)            | (\$51.00)            |
| 1005-120-01-4612-003       | Postage                                   | \$0.00             | (\$6.00)             | (\$6.00)             |
| 1005-120-01-4612-012       | Overpayment                               | \$0.00             | (\$5.00)             | (\$5.00)             |
| 1005-120-01-4612-018       | Misc Fees (Notification)                  | \$0.00             | (\$4.00)             | (\$4.00)             |
| 1005-120-01-4612-023       | Recording Fee                             | \$0.00             | (\$27,540.00)        | (\$27,540.00)        |
| 7145-120-01-4775-004       | Recorder Storage and Retrieval            | \$0.00             | (\$4,316.00)         | (\$4,316.00)         |
| 7146-120-01-4612           | Mining Fees                               | \$0.00             | (\$5.00)             | (\$5.00)             |
| 7146-120-01-4776-009       | State Mining Fees                         | \$0.00             | (\$20.00)            | (\$20.00)            |
| 7147-120-01-4774-031       | Miscellaneous                             | \$0.00             | (\$1,250.00)         | (\$1,250.00)         |
| eRecording                 | eRecording                                | \$23,265.00        | (\$23,265.00)        | \$0.00               |
|                            | <b>Total</b>                              | <b>\$23,265.00</b> | <b>(\$57,434.00)</b> | <b>(\$34,169.00)</b> |
|                            | <b>Total</b>                              | <b>\$58,244.00</b> | <b>(\$58,244.00)</b> | <b>\$0.00</b>        |

## Range Summary

| Range      | Account            | Debits            | Credits       | Net               |
|------------|--------------------|-------------------|---------------|-------------------|
| Cash/Check |                    |                   |               |                   |
|            | Cash Cash/Check    | \$8,586.00        | \$0.00        | \$8,586.00        |
|            | <b>Range Total</b> | <b>\$8,586.00</b> | <b>\$0.00</b> | <b>\$8,586.00</b> |

## House Account Summary

Gila County AZ Recorder

For the Period of 12/01/2019 - 12/31/2019

Immediate and Deferred Accounts

| House Account ID | House Account Name                    | Starting Balance | Charges   | Payments    | Ending Balance |
|------------------|---------------------------------------|------------------|-----------|-------------|----------------|
| ACCU             | ACCUSEARCH                            | (188.00)         | 0.00      | 0.00        | (188.00)       |
| ADOT             | AZ DEPT OF TRANS                      | (240.00)         | 0.00      | 0.00        | (240.00)       |
| APS              | APS/COPIES                            | (85.00)          | 0.00      | 0.00        | (85.00)        |
| APSR             | APS/RECORDINGS                        | (289.00)         | 0.00      | 0.00        | (289.00)       |
| ARARS            | AZ RESEARCH & RETRIEVAL SVCS          | (67.00)          | 22.00     | 0.00        | (45.00)        |
| AWC              | ARIZONA WATER COMPANY                 | (32.00)          | 0.00      | 0.00        | (32.00)        |
| AZDORI           | ADOR ACCOUNTS PAYABLE                 | (1,050.80)       | 0.00      | 0.00        | (1,050.80)     |
| AZDWR            | ARIZONA DEPARTMENT OF WATER RESOURCES | (100.00)         | 0.00      | 0.00        | (100.00)       |
| AZRE/RECORDING   | ARIZONA DEPT OF REALESTATE            | (2,042.00)       | 0.00      | 0.00        | (2,042.00)     |
| BK               | BILL KING                             | 0.00             | 514.00    | (540.00)    | (26.00)        |
| CRSI             | Colorado Records Sooner Inc           | (30.00)          | 0.00      | 0.00        | (30.00)        |
| CTS              | COMPLETE TITLE SOLUTIONS              | (51.00)          | 0.00      | 0.00        | (51.00)        |
| D2               | D2 SURVEYING LLC                      | (178.00)         | 36.00     | 0.00        | (142.00)       |
| D3               | D3 Title Agency                       | (100.00)         | 0.00      | 0.00        | (100.00)       |
| DS               | DATA SERVICES                         | (1,000.00)       | 10,050.00 | (10,050.00) | (1,000.00)     |
| EMP              | EMPIRE WEST TITLE AGENCY LLC          | (101.00)         | 0.00      | 0.00        | (101.00)       |
| EPN              | eRecording Partners Network           | (1,000.00)       | 1,005.00  | (1,005.00)  | (1,000.00)     |
| EQUIT            | EQUITY SERVICES                       | (50.00)          | 0.00      | 0.00        | (50.00)        |
| FARES            | CORELOGIC                             | (2,036.40)       | 285.00    | 0.00        | (1,751.40)     |
| FATM             | FIRST AMERICAN MICROFICHE             | (597.20)         | 315.00    | 0.00        | (282.20)       |
| FNDS             | BLACK KNIGHT FINANCIAL SERVICES       | (1,563.20)       | 285.00    | 0.00        | (1,278.20)     |
| GCCD             | GILA COUNTY COMMUNITY                 | 164.50           | 0.00      | 0.00        | 164.50         |

## House Account Summary

Gila County AZ Recorder  
For the Period of 12/01/2019 - 12/31/2019  
Immediate and Deferred Accounts

| House Account ID        | House Account Name                     | Starting Balance | Charges  | Payments   | Ending Balance |
|-------------------------|--|------------------|----------|------------|----------------|
|                         | DEVELOPMENT                            |                  |          |            |                |
| HANSEN-ENGINEERING      | HANSEN ENGINEERING & SURVEYING         | (56.00)          | 0.00     | 0.00       | (56.00)        |
| IMAPP                   | IMAPP , INC                            | (53.40)          | 0.00     | 0.00       | (53.40)        |
| INDECOMM                | INDECOMM                               | (1,000.00)       | 150.00   | (150.00)   | (1,000.00)     |
| Ingeo                   | Ingeo - eRecording                     | (1,127.00)       | 3,180.00 | (3,180.00) | (1,127.00)     |
| IRS                     | INTERNAL REVENUE SERVICE               | (82.00)          | 135.00   | (135.00)   | (82.00)        |
| LA001                   | First American Title Lenders Advantage | (428.50)         | 0.00     | 0.00       | (428.50)       |
| LTIC                    | Lawyers Title of Arizona inc           | (156.00)         | 0.00     | 0.00       | (156.00)       |
| MHK                     | MORRIS HALL KINGHORN                   | (266.00)         | 0.00     | 0.00       | (266.00)       |
| NDTS-TSG                | FIRST AMERICAN TITLE INSURANCE COMPANY | (855.00)         | 0.00     | 0.00       | (855.00)       |
| NewAcct1                | Applied Technology Resources Inc       | (193.00)         | 3.00     | 0.00       | (190.00)       |
| NTC                     | NATIONWIDE TITLE CLEARING              | (982.00)         | 0.00     | 0.00       | (982.00)       |
| PIONE                   | PIONEER TITLE AGENCY FICHE             | (696.00)         | 175.00   | 0.00       | (521.00)       |
| PTP2                    | PIONEER TITLE AGENCY RECORDINGS 2      | (3,380.00)       | 840.00   | 0.00       | (2,540.00)     |
| Public Works Floodplain | Gila County                            | (81.00)          | 0.00     | 0.00       | (81.00)        |
| RSSI                    | RECORD SEARCHING SERVICES INC          | (68.00)          | 32.00    | 0.00       | (36.00)        |
| RUI                     | RESEARCH UNLIMITED INC                 | (83.00)          | 0.00     | 0.00       | (83.00)        |
| simplifile              | Simplifile - eRecording                | (2,285.00)       | 8,880.00 | (8,880.00) | (2,285.00)     |
| SOUTHWES DIV            | FIRST AMERICAN TITLE                   | (996.20)         | 7.00     | 0.00       | (989.20)       |
| TD                      | Timely Documents                       | (98.00)          | 0.00     | 0.00       | (98.00)        |
| ZILL                    | ZILLOW                                 | (1,675.00)       | 190.00   | 0.00       | (1,485.00)     |



## House Account Summary

Gila County AZ Recorder

For the Period of 12/01/2019 - 12/31/2019

Immediate and Deferred Accounts

| House Account ID | House Account Name | Starting Balance | Charges   | Payments    | Ending Balance |
|------------------|--------------------|------------------|-----------|-------------|----------------|
| Totals           |                    | (25,197.20)      | 26,104.00 | (23,940.00) | (23,033.20)    |

| Account            | DS           | EPN         | Indecomm  | Ingeo       | IRS       | Simplifile  |
|--------------------|--------------|-------------|-----------|-------------|-----------|-------------|
| Amount applied     | \$ 9,120.00  | \$ 705.00   | \$ 150.00 | \$ 3,120.00 | \$ 135.00 | \$ 8,325.00 |
| To come in January | \$ 360.00    | \$ 300.00   |           | \$ 60.00    |           | \$ 555.00   |
|                    | \$570.00     |             |           |             |           |             |
|                    |              |             |           |             |           |             |
| Total              | \$ 10,050.00 | \$ 1,005.00 | \$ 150.00 | \$ 3,180.00 | \$ 135.00 | \$ 8,880.00 |





1 | 8 | 2020

GRANT # \_\_\_\_\_

REMITTING AGENCY KF/CHUR (120)

**BILLING PERIOD** DECEMBER 1-31, 2019

**signature:**

Approved Signature: William P. Chapman Title: Recorder

|          |                      |
|----------|----------------------|
| Currency |                      |
| Coins    |                      |
| Checks   | 341169 <sup>00</sup> |
| Total    | 341169 <sup>00</sup> |

ORIGINAL

145207

**ARF-5848**

**Consent Agenda Item 4. F.**

**Regular BOS Meeting**

**Meeting Date:** 02/04/2020

**Reporting Period:** Monthly Report for December 2019 from Globe Regional Justice Court

**Submitted For:** Mary Navarro, Justice Court Operations Mgr.

**Submitted By:** Mary Navarro, Justice Court Operations Mgr.

---

**Information**

**Subject**

Globe Regional Justice of the Peace's Office Monthly Report for December 2019

**Suggested Motion**

Acknowledgment of the December 2019 monthly activity report submitted by the Globe Regional Justice of the Peace's Office.

---

**Attachments**

Monthly Report for December 2019

---



| December, 2019                                      | AZTEC   | CURRENT ACCOUNT  | OLD ACCOUNT    | TOTAL        | 5% FILL THE   | ADJUSTED     |
|---|---------|------------------|----------------|--------------|---------------|--------------|
|   | CODE    | CODE             | CODE           | ALLOCATED    | GAP SET ASIDE | BALANCE      |
| Bulk Merchandise Civil Penalty                      | ZBULK   |                  | STATE          | \$ -         | \$ -          | \$ -         |
| Automobile Theft Authority Fund                     | ZATA    |                  | STATE          | \$ -         | \$ -          | \$ -         |
| Child Passenger Restraint                           | ZCPRF   |                  | STATE          | \$ 218.68    | \$ 10.93      | \$ 207.75    |
| Drug and Gang Enforcement Fines                     | ZDECJ   |                  | STATE          | \$ 170.71    | \$ 8.54       | \$ 162.17    |
| Dangerous Plants, Pests, & Diseases Trust Fund      | ZDPP    |                  | STATE          | \$ -         | \$ -          | \$ -         |
| Domestic Violence Shelter Fund                      | ZDVSF   |                  | STATE          | \$ 131.43    | \$ 6.57       | \$ 124.86    |
| FARE Special Collection Fee 19%                     | ZFAR1   |                  | STATE          | \$ 2,714.56  | \$ -          | \$ 2,714.56  |
| FARE Delinquency Fee \$35.00                        | ZFAR2   |                  | STATE          | \$ 1,538.28  | \$ -          | \$ 1,538.28  |
| FARE Enhanced Special Collections Fee               | ZFAR3   |                  | STATE          | \$ 523.26    | \$ -          | \$ 523.26    |
| FARE Enhancement Fee \$49.00                        | ZFAR4   |                  | STATE          | \$ 667.00    | \$ -          | \$ 667.00    |
| Game and Fish - Wildlife                            | ZGF     |                  | STATE          | \$ -         | \$ -          | \$ -         |
| Extra DUI Assessment \$500                          | ZGFDU   |                  | STATE          | \$ 431.32    | \$ 21.57      | \$ 409.75    |
| HURF 1 28-5438, 2533C                               | ZHRF1   |                  | STATE          | \$ -         | \$ -          | \$ -         |
| HURF 3 28-5433C, 4139                               | ZHRF3   |                  | STATE          | \$ -         | \$ -          | \$ -         |
| HURF - to DPS                                       | ZHRFD   |                  | STATE          | \$ -         | \$ -          | \$ -         |
| Registrar of Contractors                            | ZRCA    |                  | STATE          | \$ -         | \$ -          | \$ -         |
| Display Suspended Plates (DPS)                      | ZSLPD   |                  | STATE          | \$ -         | \$ -          | \$ -         |
| State Photo Enforcement Base Fine                   | ZSPBF   |                  | STATE          | \$ -         | \$ -          | \$ -         |
| State Photo Enforcement Clean Election Surcharge    | ZSPCE   |                  | STATE          | \$ -         | \$ -          | \$ -         |
| Public Safety Equipment Fund                        | ZPSEF   |                  | STATE          | \$ 2,852.49  | \$ 142.62     | \$ 2,709.87  |
| State Treasurer General Fund                        | ZSTAT   |                  | STATE          | \$ -         | \$ -          | \$ -         |
| AZ DPS Forensics Fund                               | ZADPS   | 0872-2061        |                | \$ 574.52    | \$ 28.73      | \$ 545.79    |
| Alternative Dispute Resolution                      | ZADR    | 848-2061         | T848-2061      | \$ 61.29     | \$ 3.07       | \$ 58.22     |
| Arson Detection Reward Fund 41-2167D                | ZADRF   | 901-2061         | T901-2061      | \$ -         | \$ -          | \$ -         |
| Confidential Address Assessment - State Treasurer   | ZCAA1   | 884-2061         |                | \$ 124.84    | \$ 6.25       | \$ 118.59    |
| Confidential Address Assessment - Local             | ZCAA2   | 1005-311-3800-30 |                | \$ 6.57      | \$ 0.33       | \$ 6.24      |
| \$5 Constable Training Fund                         | ZCECF   | 0915-2061        |                | \$ -         | \$ -          | \$ -         |
| Citizens Clean Elections                            | ZCEF    | 888-2061         | T888-2061      | \$ 1,425.17  | \$ -          | \$ 1,425.17  |
| Criminal Justice Enhancement 67%                    | ZCJEF   | 812-2061         | T812-2061      | \$ 6,345.06  | \$ 317.26     | \$ 6,027.80  |
| Defensive Driving Diversion Fee                     | ZDDS    | 1005.311-3510.10 | X105-4831      | \$ 2,656.12  | \$ 132.81     | \$ 2,523.31  |
| DNA State Surcharge 3% 12-116.01C                   | ZDNAS   | 872-2061         | T872-2061      | \$ 227.05    | \$ 11.36      | \$ 215.69    |
| DUI Abatement                                       | ZDUA    | 889-2061         | T889-2061      | \$ 377.35    | \$ 18.87      | \$ 358.48    |
| Elected Officials Retirement Fund 14.09%            | ZEORF   | 801-2061         | T801-2061      | \$ 457.24    | \$ 22.87      | \$ 434.37    |
| Elected Officials Retirement Plan 6.00%             | ZEORP   | 0874-2061        | T0874-2061     | \$ 194.59    | \$ 9.73       | \$ 184.86    |
| Extra Adult Probation Assessment                    | ZEXAP   | 4042.335-3405.30 | X25001335-4835 | \$ 123.74    | \$ 6.19       | \$ 117.55    |
| Base Fees (General Fund)                            | ZFEE    | 1005.311-3400.15 | X105-4615      | \$ 1,800.73  | \$ 90.04      | \$ 1,710.69  |
| Base Fines (General Fund)                           | ZFINE   | 1005.311-3510.10 | X105-4831      | \$ 12,824.70 | \$ 641.24     | \$ 12,183.46 |
| Fill the Gap Surcharge 7%                           | ZFTGS   |                  | T870-2061      | \$ 977.63    | \$ 48.89      | \$ 928.74    |
| Failure To Pay Warrant Surcharge 10%                | ZFTPS   | 1005.311.3400.17 | X10501311-4861 | \$ 2,063.96  | \$ 103.20     | \$ 1,960.76  |
| HURF - to Sheriff's Office 28-5533G                 | ZHRFS   | 1005.300-3400.15 | X1050234-4615  | \$ -         | \$ -          | \$ -         |
| Judicial Collection Enhancement \$7                 | ZJCL    | 4740.311-3400.15 | X357-4615      | \$ 705.09    | \$ -          | \$ 705.09    |
| Judicial Collection Enhancement Local %             | ZJCLF   | 1005.311-3400.15 | X105-4615      | \$ 203.63    | \$ -          | \$ 203.63    |
| Judicial Collection Enhancement \$13                | ZJCS    | 840-2061         | T840-2061      | \$ 1,309.41  | \$ -          | \$ 1,309.41  |
| Judicial Collection Enhancement %PC                 | ZJCSF   | 840-2061         | T840-2061      | \$ 526.52    | \$ 26.33      | \$ 500.19    |
| Jail (Incarceration) Fees                           | ZJF     | 1005.300-3405.40 | X10502442-4651 | \$ 1,231.01  | \$ -          | \$ 1,231.01  |
| Local Costs   | ZLCL1-5 | 1005.311-3400.10 | X105-4450      | \$ 212.54    | \$ 10.63      | \$ 201.91    |
| Cost of Prosecution Reimbursement 60%               | ZLCL6   | 3544.301-3400.11 | X182-4620      | \$ 1,160.16  | \$ -          | \$ 1,160.16  |
| Cost of Prosecution Reimbursement 40%               | ZLCL6   | 4574.333-3400.16 | X22601333-4864 | \$ 773.44    | \$ -          | \$ 773.44    |
| County Attorney Bad Check Program                   | ZLCL7   | 3545.301-3400.11 | X183-4620      | \$ 104.11    | \$ 5.21       | \$ 98.90     |
| Law Enforcement Boating Safety Fund                 | ZLEAB   | 958-2061         |                | \$ -         | \$ -          | \$ -         |
| Miscellaneous Fees - Local                          | ZMISC   | 1005.311-3400.15 | X105-4615      | \$ -         | \$ -          | \$ -         |
| Medical Services Enhancement 13%                    | ZMSEF   | 813-2061         | T813-2061      | \$ 1,856.86  | \$ 92.85      | \$ 1,764.01  |
| 2011 Additional Assessment - State Treasurer        | ZOS1    | 930-2061         | T930-2061      | \$ 1,208.75  | \$ 60.44      | \$ 1,148.31  |
| 2011 Additional Assessment - County Treasurer       | ZOS2    | 931-2061         | T931-2061      | \$ 151.13    | \$ 7.56       | \$ 143.57    |
| Officer Safety Equipment - City Police - Globe (CP) | ZOS3    | 932-2061         | T932-2061      | \$ 43.90     | \$ 2.20       | \$ 41.70     |
| Officer Safety Equipment - Sheriff (SHF)            | ZOS4    | 933-2061         | T933-2061      | \$ 115.94    | \$ 5.80       | \$ 110.14    |
| Officer Safety Equipment - DPS (DPS)                | ZOS5    | 934-2061         | T934-2061      | \$ 403.59    | \$ 20.18      | \$ 383.41    |
| Officer Safety Equipment - MVD/ADOT (MVD)           | ZOS6    | 935-2061         | T935-2061      | \$ -         | \$ -          | \$ -         |
| Officer Safety Equipment - Game and Fish (GF)       | ZOS7    | 936-2061         | T936-2061      | \$ 4.00      | \$ 0.20       | \$ 3.80      |
| Officer Safety - Registrar of Contractors (ROFC)    | ZOS8    | 937-2061         | T937-2061      | \$ -         | \$ -          | \$ -         |
| Officer Safety Equipment-Animal Control             | ZOS10   |                  | T942-2061      | \$ -         | \$ -          | \$ -         |
| Officer Safety Equipment - Globe Fire (FD)          | ZOS13   | 938-2061         | T938-2061      | \$ -         | \$ -          | \$ -         |
| Officer Safety Equipment - County Attorney          | ZOS14   | 953-2061         | T0953-2061     | \$ 8.48      | \$ 0.43       | \$ 8.05      |
| Arizona Department of Insurance (ADOI)              | ZOS15   | 939-2061         | T939-2061      | \$ -         | \$ -          | \$ -         |
| Officer Safety Equipment - Miami Police Dept. (MPD) | ZOS16   | 940-2061         | T940-2061      | \$ 8.59      | \$ 0.43       | \$ 8.16      |
| Health and Human Services (HHS)                     | ZOS17   | 941-2061         | T941-2061      | \$ -         | \$ -          | \$ -         |
| Gila County Animal Control (R)                      | ZOS18   | 942-2061         | T942-2061      | \$ -         | \$ -          | \$ -         |
| Officer Safety - San Carlos Tribal Police (SCPD)    | ZOS19   | 943-2061         | T943-2061      | \$ 17.32     | \$ 0.87       | \$ 16.45     |
| TriCity Fire Department (TRIFI)                     | ZOS20   | 944-2061         | T944-2061      | \$ -         | \$ -          | \$ -         |
| San Carlos Game and Fish (SCGF)                     | ZOS23   | 945-2061         | T945-2061      | \$ -         | \$ -          | \$ -         |
| Officer Safety Equip. - Hayden Police Dept. (HPD)   | ZOS24   | 946-2061         | T946-2061      | \$ 2.00      | \$ 0.10       | \$ 1.90      |
| Arizona Department of Liquor (ADL)                  | ZOS25   | 947-2061         | T947-2061      | \$ -         | \$ -          | \$ -         |

|  |       |                  |                 |  |                    |                     |
|--|-------|------------------|-----------------|--|--------------------|---------------------|
| Officer Safety Equipment - Attorney General Office | ZOS26 | 959-2061         |                 | \$ -                                       | \$ -               | \$ -                |
| Overpayment Forfeited                              | ZOVF  | 1005.311.3510.10 | X105-4831       | \$ 61.00                                   | \$ 3.05            | \$ 57.95            |
| Over Payment Refund                                | ZOVR  |                  |                 | \$ -                                       | \$ -               | \$ -                |
| Adult Probation Fee                                | ZPBA  | 4042.335-3405.30 | X25001335-4835  | \$ 238.21                                  | \$ 11.92           | \$ 226.29           |
| Prison Construction Fund                           | ZPCOF | 908-2061         | T908-2061       | \$ 2,058.73                                | \$ 102.94          | \$ 1,955.79         |
| Peace Officer Train. Equip. Fund \$4               | ZPOTE | 0963-2061        |                 | \$ 450.30                                  | \$ 22.52           | \$ 427.78           |
| Probation Surcharge 2006 (\$10.00)                 | ZPRS6 | 871-2061         | T871-2061       | \$ -                                       | \$ -               | \$ -                |
| Probation Surcharge 2009 (\$20.00)                 | ZPRS9 | 871-2061         | T871-2061       | \$ -                                       | \$ -               | \$ -                |
| Probation Surcharge \$5.00                         | ZPRSU | 871-2061         | T871-2061       | \$ 3,070.78                                | \$ 153.54          | \$ 2,917.24         |
| Public Defender Fees                               | ZPUBZ | 1005.345-3300.00 | X105-4429       | \$ 2,006.30                                | \$ -               | \$ 2,006.30         |
| Reimbursement to County Attorney 60%               | ZREIM | 3544.301.3400.11 | X182-4620       | \$ -                                       | \$ -               | \$ -                |
| Reimbursement to County Attorney 40%               | ZREIM | 4574.333.3400.16 | X22601333-4864  | \$ -                                       | \$ -               | \$ -                |
| Security Enhancement Fee                           | ZSECE |                  |                 | \$ -                                       | \$ -               | \$ -                |
| State Highway Fund                                 | ZSHWY |                  |                 | \$ -                                       | \$ -               | \$ -                |
| State Highway Work Zone Fund                       | ZSHWZ |                  | T855-2061       | \$ -                                       | \$ -               | \$ -                |
| Display Suspended Plates (Sheriff's Office)        | ZSLPS | 1005.300-3510.10 | X105-4264       | \$ 267.33                                  | \$ 13.37           | \$ 253.96           |
| Technical Registration Fund (\$15 Drug offenses)   | ZTECH | 0833-2061        |                 | \$ -                                       | \$ -               | \$ -                |
| Victims Assistance Fund                            | ZVAF  | 814-2061         | T814-2061       | \$ -                                       | \$ -               | \$ -                |
| Victims Compensation Assist. Fund \$9              | ZVCAF | 0954-2061        |                 | \$ 394.26                                  | \$ 19.72           | \$ 374.54           |
| Victim Rights Enforcement Fund                     | ZVREA | 0957-2061        | T957-2061       | \$ 289.53                                  | \$ 14.48           | \$ 275.05           |
| Victim Rights Assessment Fund \$9                  | ZVRF  | 0847-2061        |                 | \$ 655.16                                  | \$ 32.76           | \$ 622.40           |
| Local Warrant Fee                                  | ZWAR  |                  |                 | \$ -                                       | \$ -               | \$ -                |
| DARE - Sheriff's Office                            | ZDASO |                  | SHERIFF D.A.R.E | \$ 104.68                                  | \$ 5.24            | \$ 99.44            |
| HURF - to City Police                              | ZHRFC |                  | CITY POLICE     | \$ -                                       | \$ -               | \$ -                |
| Display Suspended Plates (Miami Police Dept.)      | ZSLMP |                  | CITY POLICE     | \$ -                                       | \$ -               | \$ -                |
| Display Suspended Plates (Globe City Police)       | ZSLPC |                  | CITY POLICE     | \$ 80.66                                   | \$ 4.04            | \$ 76.62            |
| <b>TOTALS</b>                                      |       |                  |                 | <b>\$ 59,211.70</b>                        | <b>\$ 2,247.88</b> | <b>\$ 56,963.82</b> |
|  |       |                  |                 | <b>TOTAL ADJUSTED BALANCE VERIFICATION</b> |                    |                     |
|  |       |                  |                 | <b>\$ 56,963.82</b>                        |                    |                     |
|  |       |                  |                 | <b>TOTAL RESTITUTION RECEIVED</b>          |                    |                     |
|  |       |                  |                 | <b>\$ -</b>                                |                    |                     |
|  |       |                  |                 | <b>TOTAL RECEIPTS THIS MONTH</b>           |                    |                     |
|  |       |                  |                 | <b>\$ 59,211.70</b>                        |                    |                     |

| DATE     | CHECK NO. | AMOUNT              | MONTHLY REMITTANCE TO:                |
|----------|-----------|---------------------|---------------------------------------|
| 01/02/20 | 858       | \$ 9,057.50         | ARIZONA STATE TREASURER               |
|          |           | \$ 49,978.14        | GILA COUNTY TREASURER                 |
| 01/02/20 | 859       | \$ 99.44            | GILA COUNTY SHERIFF D.A.R.E.          |
|          |           | \$ 76.62            | GPD SUSPENDED PLATES                  |
|          |           | \$ -                | MPD SUSPENDED PLATES                  |
|          |           | <b>\$ 59,211.70</b> | <b>TOTAL DISTRIBUTIONS THIS MONTH</b> |

\$ - Over Payment Refunded

I, Jordan Reardon, Justice of the Peace for the Globe Regional Justice Court, do hereby certify that the foregoing is a true and correct account of funds, to the best of my knowledge and belief, collected by me for the month of DECEMBER, 2019.

Justice of the Peace

# **GLOBE REGIONAL JUSTICE COURT MONTHLY TRUST REPORT**

**For the Month of: DECEMBER, 2019**

## **BONDS**

|  |                     |
|--|---------------------|
| <b>BALANCE AT THE BEGINNING OF THE MONTH</b> | <b>\$ 17,961.15</b> |
| <b>RECEIVED DURING THE MONTH</b>             | <b>\$ 16,430.00</b> |
| <b>DISBURSED DURING THE MONTH</b>            | <b>\$ 9,483.15</b>  |
| <b>BALANCE AT THE END OF THE MONTH</b>       | <b>\$ 24,908.00</b> |

  
\_\_\_\_\_  
**Financial Clerk**

  
\_\_\_\_\_  
**Justice of the Peace/Court Manager**

\*Auditor General: Monthly trust report-summarize the courts bond and deposit transactions - although bond and deposit monies remain in the court bonds account, it must be included in financial reports – the report must be filed with the county disbursement and it must indicate beginning balances, deposits, withdrawals and balances due.



**ARF-5864**

**Consent Agenda Item 4. G.**

**Regular BOS Meeting**

**Meeting Date:** 02/04/2020

**Reporting Period:** December 2019

**Submitted For:** Dorothy Little, Justice of the Peace-Payson Region

**Submitted By:** Dorothy Little, Justice of the Peace-Payson Region

---

**Information**

**Subject**

Payson Regional Justice of the Peace's Office Monthly Report for December 2019

**Suggested Motion**

Acknowledgment of the December 2019 monthly activity report submitted by the Payson Regional Justice of the Peace's Office.

---

**Attachments**

December 2019 report

---

PAYSON JUSTICE COURT TREASURER'S RECAP

| DECEMBER, 2019                                    | AZTEC | ACCOUNT                 | ACCOUNT         | TOTAL AMOUNT                               | 5% FILL THE GAP    | ADJUSTED            |
|---|-------|-------------------------|-----------------|--|--------------------|---------------------|
| FUND NAME   | CODE  | CODE                    | CODE            | ALLOCATED                                  | SET ASIDE          | BALANCE             |
| AZ DPS Forensics Fund                             | ZADPS | 0872000-000-000-2061-00 | 0872-2061       | \$ 542.10                                  | \$ 27.11           | \$ 514.99           |
| Alternative Dispute Resolution                    | ZADR  | 0848000-000-000-2061-00 | T848-2061       | \$ 62.67                                   | \$ 3.13            | \$ 59.54            |
| Attorney Fee Reimbursement                        | ZATT  | 1005000-314-000-3400-11 | X10501314004383 | \$ 915.98                                  |                    | \$ 915.98           |
| Confidential Address Assessment - State Treasurer | ZCAA1 | 0884000-000-000-2061-00 |                 | \$ 39.90                                   | \$ 2.00            | \$ 37.90            |
| Confidential Address Assessment - Local           | ZCAA2 | 1005000-302-000-3800-30 |                 | \$ 2.10                                    | \$ 0.11            | \$ 1.99             |
| Constable Ethics Committee Fund                   | ZCECF | 0916000-2061-00         | 0916-2061       | \$ 40.00                                   | \$ 2.00            | \$ 38.00            |
| Citizens Clean Elections                          | ZCEF  | 0888000-000-000-2061-00 | T888-2061       | \$ 1,166.28                                |                    | \$ 1,166.28         |
| Criminal Justice Enhancement 67%                  | ZCJEF | 0812000-000-000-2061-00 | T812-2061       | \$ 5,014.41                                | \$ 250.72          | \$ 4,763.69         |
| Defensive Driving Diversion Fee                   | ZDDS  | 1005000-314-000-3400-90 | X105-4809       | \$ 10,100.00                               | \$ 505.00          | \$ 9,595.00         |
| DNA State Surcharge 3% 12-116.01C                 | ZDNAS | 0872000-000-000-2061-00 | T872-2061       | \$ 150.79                                  | \$ 7.54            | \$ 143.25           |
| Elected Officials Retirement Fund 15.30%          | ZEORF | 0801000-000-000-2061-00 | T801-2061       | \$ 467.28                                  | \$ 23.36           | \$ 443.92           |
| Elected Officials Retirement Plan 5%              | ZEORP | 0874000-2061-00         | 0874-2061       | \$ 198.87                                  | \$ 9.94            | \$ 188.93           |
| Base Fees (General Fund)                          | ZFEE  | 1005000-314-000-3400-15 | X105-4615       | \$ 1,839.78                                | \$ 91.99           | \$ 1,747.79         |
| Base Fines (General Fund)                         | ZFINE | 1005000-314-000-3510-10 | X105-4831       | \$ 10,208.52                               | \$ 510.43          | \$ 9,698.09         |
| Fill the Gap Surcharge 7%                         | ZFTGS | 0870000-000-000-2061-00 | T870-2061       | \$ 805.13                                  | \$ 40.26           | \$ 764.87           |
| Failure To Pay Warrant Surcharge 10%              | ZFTPS | 1005000-314-000-3400-17 | X10501314004861 | \$ -                                       | \$ -               | \$ -                |
| Extra DUI Assessment \$500                        | ZGFDU | 0912000-000-000-2061-00 | T912-2061       | \$ -                                       | \$ -               | \$ -                |
| Judicial Collection Enhancement \$7               | ZJCL  | 4741000-314-000-3400-15 | X36001314004615 | \$ 421.40                                  |                    | \$ 421.40           |
| Judicial Collection Enhancement Local %           | ZJCLF | 4741000-314-000-3400-15 | X36001314004615 | \$ 208.05                                  | \$ 10.40           | \$ 197.65           |
| Judicial Collection Enhancement \$13              | ZJCS  | 0818000-000-000-2061-00 | T818-2061       | \$ 782.60                                  |                    | \$ 782.60           |
| Judicial Collection Enhancement %PC               | ZJCSF | 0840000-000-000-2061-00 | T840-2061       | \$ 537.85                                  | \$ 26.89           | \$ 510.96           |
| Jail (Incarceration) Fees                         | ZJF   | 1005000-300-340-3405-40 | X10502340004651 | \$ 1,930.05                                |                    | \$ 1,930.05         |
| Local Costs                                       | ZLCL  | 1005000-314-000-3510-10 | X105-4831       | \$ -                                       | \$ -               | \$ -                |
| Administrative Costs                              | ZMISC | 1005000-314-000-3400-99 | X105-4886       | \$ -                                       | \$ -               | \$ -                |
| Medical Services Enhancement 13%                  | ZMSEF | 0813000-000-000-2061-00 | T813-2061       | \$ 1,496.01                                | \$ 74.80           | \$ 1,421.21         |
| 2011 Additional Assessment - State Treasurer      | ZOS1  | 0930000-000-000-2061-00 |                 | \$ 1,381.82                                | \$ 69.09           | \$ 1,312.73         |
| 2011 Additional Assessment - County Treasurer     | ZOS2  | 0931000-000-000-2061-00 |                 | \$ 172.76                                  | \$ 8.64            | \$ 164.12           |
| Officer Safety Equipment - City Police (CP)       | ZOS3  | 0932000-000-000-2061-00 |                 | \$ 2.46                                    | \$ 0.12            | \$ 2.34             |
| Officer Safety Equipment - Sheriff (SHF)          | ZOS4  | 0933000-000-000-2061-00 |                 | \$ 73.73                                   | \$ 3.69            | \$ 70.04            |
| Officer Safety Equipment - DPS (DPS)              | ZOS5  | 0934000-000-000-2061-00 |                 | \$ 603.18                                  | \$ 30.16           | \$ 573.02           |
| Officer Safety Equipment - MVD/ADOT (MVD)         | ZOS6  | 0935000-000-000-2061-00 |                 | \$ -                                       | \$ -               | \$ -                |
| Officer Safety Equipment - Game and Fish (GF)     | ZOS7  | 0936000-000-000-2061-00 |                 | \$ 5.74                                    | \$ 0.29            | \$ 5.45             |
| Officer Safety - Registrar of Contractors (ROC)   | ZOS8  |                         |                 | \$ -                                       | \$ -               | \$ -                |
| Officer Safety Equipment - Animal Control (AC)    | ZOS10 | 0942000-000-000-2061-00 |                 | \$ -                                       | \$ -               | \$ -                |
| Officer Safety - Tonto Apache Police (TAR)        | ZOS15 | 0950000-000-000-2061-00 |                 | \$ 5.65                                    | \$ 0.28            | \$ 5.37             |
| Officer Safety - Department of Agriculture        | ZOS17 | 0951000-000-000-2061-00 |                 | \$ -                                       | \$ -               | \$ -                |
| Overpayment Forfeited                             | ZOVF  | 1005000-314-000-3510-10 | X105-4831       | \$ 29.00                                   | \$ 1.45            | \$ 27.55            |
| Adult Probation Fee                               | ZPBA  | 4042000-335-000-3405-30 | X25001335-4835  | \$ -                                       | \$ -               | \$ -                |
| Peace Officer Training Equipment Fund             | ZPOTE | 0963-2061               |                 | \$ 599.88                                  | \$ 29.99           | \$ 569.89           |
| Probation Surcharge 2006 (\$10.00)                | ZPRS6 | 0871000-000-000-2061-00 | T871-2061       | \$ -                                       | \$ -               | \$ -                |
| Probation Surcharge 2009 (\$20.00)                | ZPRS9 | 0871000-000-000-2061-00 | T871-2061       | \$ -                                       | \$ -               | \$ -                |
| Probation Surcharge \$5.00                        | ZPRSU | 0871000-000-000-2061-00 | T871-2061       | \$ 3,491.19                                | \$ 174.56          | \$ 3,316.63         |
| Public Safety Equipment                           | ZPSEF | 0912000-000-000-2061-00 | T912-2061       | \$ 2,112.00                                | \$ 105.60          | \$ 2,006.40         |
| Reimbursement to County Attorney 60%              | ZREIM | 3544000-301-000-3400-11 | X18201401004777 | \$ -                                       | \$ -               | \$ -                |
| Reimbursement to Superior Court 40%               | ZREIM | 4574000-333-000-3400-16 | X226333004864   | \$ -                                       | \$ -               | \$ -                |
| Security Enhancement Fee (Local)                  | ZSECE |                         |                 | \$ -                                       | \$ -               | \$ -                |
| Technical Registration Fund (\$15 Drug Offenses)  | ZTECH | 0833000-000-000-2061-00 |                 | \$ 15.00                                   | \$ 0.75            | \$ 14.25            |
| Victim Comp Assistance Fund                       | ZVCAF | 0954-2061               |                 | \$ 514.78                                  | \$ 25.74           | \$ 489.04           |
| Victim Rights Enforcement Fund                    | ZVREA | 0957000-2061-00         |                 | \$ 339.40                                  | \$ 16.97           | \$ 322.43           |
| Victim Rights Fund                                | ZVRF  | 847-2061                |                 | \$ 855.81                                  | \$ 42.79           | \$ 813.02           |
| Warrant Fee (Local)                               | ZWAR  | 1005000-314-000-3510-10 | X105-4831       | \$ -                                       | \$ -               | \$ -                |
| AZ Native Plant Fund                              | ZANP  | 0883-2061               | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| Child Passenger Restraint                         | ZCPRF | 0883-2061               | STATE/COUNTY    | \$ 130.84                                  | \$ 6.54            | \$ 124.30           |
| Drug and Gang Enforcement Fines                   | ZDECJ | 0883-2061               | STATE/COUNTY    | \$ 596.19                                  | \$ 29.81           | \$ 566.38           |
| DUI Abatement                                     | ZDUJA | 0883-2061               | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| Domestic Violence Services Fund                   | ZDVSF | 0883-2061               | STATE/COUNTY    | \$ 42.00                                   | \$ 2.10            | \$ 39.90            |
| FARE Special Collection Fee 19%                   | ZFAR1 | 0883-2061               | STATE/COUNTY    | \$ 601.76                                  |                    | \$ 601.76           |
| FARE Delinquency Fee \$35.00                      | ZFAR2 | 0883-2061               | STATE/COUNTY    | \$ 371.39                                  |                    | \$ 371.39           |
| Game and Fish - Wildlife                          | ZGF   | 0883-2061               | STATE/COUNTY    | \$ 253.55                                  | \$ 12.68           | \$ 240.87           |
| HURF 1 28-5438, 2533C                             | ZHRF1 | 0883-2061               | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| HURF 3 28-5433C, 4139                             | ZHRF3 | 0883-2061               | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| HURF - to DPS                                     | ZHRFD | 0883-2061               | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| Prison Construction Fund                          | ZPCOF | 0883-2061               | STATE/COUNTY    | \$ 1,413.00                                | \$ 70.65           | \$ 1,342.35         |
| Registrar of Contractors                          | ZRCA  | 0883-2061               | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| State Highway Fund                                | ZSHWY | 0883-2061               | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| State Highway Work Zone Fund                      | ZSHWZ | 0883-2061               | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| Display Suspended Plates (DPS)                    | ZSLPD | 0883-2061               | STATE/COUNTY    | \$ 50.42                                   | \$ 2.52            | \$ 47.90            |
| Sex Offender Mon Fund                             | ZSOMF | 0883-2061               | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| State Photo Enforcement Base Fine                 | ZSPBF | 0883-2061               | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| State Photo Enforcement Clean Election Surcharge  | ZSPCE | 0883-2061               | STATE/COUNTY    | \$ -                                       | \$ -               | \$ -                |
| Bad Check Program - County Attorney               | ZBAD  |                         | COUNTY ATTY     | \$ -                                       | \$ -               | \$ -                |
| Gila County DARE Program                          | ZDARE | 0855-2061               | GILA COUNTY     | \$ 134.34                                  |                    | \$ 134.34           |
| HURF - to Sheriff's Office 28-5533G               | ZHRFS |                         | SHERIFF         | \$ -                                       | \$ -               | \$ -                |
| Display Suspended Plates (Sheriff's Office)       | ZSLPS |                         | SHERIFF         | \$ -                                       | \$ -               | \$ -                |
| HURF - to City Police                             | ZHRFC |                         | CITY POLICE     | \$ -                                       | \$ -               | \$ -                |
| Display Suspended Plates                          | ZSLPC |                         | CITY POLICE     | \$ -                                       | \$ -               | \$ -                |
| Display Suspended Plates (T.A.R. Police)          | ZSLPA |                         | T.A.R. POLICE   | \$ -                                       | \$ -               | \$ -                |
| <b>TOTALS</b>                                     |       |                         |                 | <b>\$ 50,726.66</b>                        | <b>\$ 2,220.10</b> | <b>\$ 48,506.56</b> |
|   |       |                         |                 | <b>TOTAL ADJUSTED BALANCE VERIFICATION</b> |                    | <b>\$ 48,506.56</b> |

| DATE | CHECK NO. | AMOUNT              | MONTHLY REMITTANCE TO:                |
|------|-----------|---------------------|---------------------------------------|
|      |           | \$ 47,256.47        | GILA COUNTY TREASURER                 |
|      |           | \$ 3,334.85         | ARIZONA STATE TREASURER               |
|      |           | \$ -                | GILA COUNTY BAD CHECK PROGRAM         |
|      |           | \$ 134.34           | COUNTY PMTS: DARE                     |
|      |           | \$ -                | SHERIFF SUSPENDED PLATES AND HURF     |
|      |           | \$ -                | CITY POLICE SUSPENDED PLATES AND HURF |
|      |           | \$ -                | T.A.R. POLICE SUSPENDED PLATES        |
|      |           | <b>\$ 50,726.66</b> | <b>TOTAL DISTRIBUTIONS THIS MONTH</b> |

1/9/2020 Check #6512

I, DOROTHY A. LITTLE, Gila County Justice of the Peace, do hereby certify this is a true and correct copy of the funds collected by Payson Justice Court for DECEMBER, 2019.

DOROTHY A. LITTLE  
Gila County Justice of the Peace

Limited Jurisdiction Courts

Misdemeanor, Criminal And Civil Traffic Manner of Disposition Summary By Charge

PAYSON REGIONAL JUSTICE COURT - 404

START DATE : 12/1/2019

END DATE :12/31/2019

| Misdemeanor Criminal and Civil Traffic Manner of Disposition Summary by Charge |                                       | Non-trial Dispositions |                |                       |           |                           |                 |                              | Trial Dispositions |           |                               |                   |                 |           |                               |                    |                          |                    |                          |
|--|---------------------------------------|------------------------|----------------|-----------------------|-----------|---------------------------|-----------------|------------------------------|--------------------|-----------|-------------------------------|-------------------|-----------------|-----------|-------------------------------|--------------------|--------------------------|--------------------|--------------------------|
|  | Column ID                             | 1                      | 2              | 3                     | 4         | 5                         | 6               | 7                            | 8                  | 9         | 10                            | 11                | 12              | 13        | 14                            | 15                 | 16                       | 17                 | 18                       |
| Line ID  | Case Type                             | Guilty Plea            | Nolle Prosequi | Deferred Adjudication | Dismissal | Transfer to Another Court | Other Non-Trial | Total Non-Trial Dispositions | Guilty Verdict     | Acquittal | Guilty Plea After Trial Start | Total Jury Trials | Guilty Judgment | Acquittal | Guilty Plea After Trial Start | Total Bench Trials | Total Trial Dispositions | Other Dispositions | Grand Total Dispositions |
|  | Section - 1 Misdemeanor               |                        |                |                       |           |                           |                 |                              |                    |           |                               |                   |                 |           |                               |                    |                          |                    |                          |
|  | Person                                |                        |                |                       |           |                           |                 |                              |                    |           |                               |                   |                 |           |                               |                    |                          |                    |                          |
| A  | Person-Sex Offenses                   | 0                      | 0              | 0                     | 0         | 0                         | 0               | 0                            | 0                  | 0         | 0                             | 0                 | 0               | 0         | 0                             | 0                  | 0                        | 0                  | 0                        |
| B  | Person-Kidnapping                     | 0                      | 0              | 0                     | 0         | 0                         | 0               | 0                            | 0                  | 0         | 0                             | 0                 | 0               | 0         | 0                             | 0                  | 0                        | 0                  | 0                        |
| C  | Person-Aggravated Assaults            | 0                      | 0              | 0                     | 0         | 0                         | 0               | 0                            | 0                  | 0         | 0                             | 0                 | 0               | 0         | 0                             | 0                  | 0                        | 0                  | 0                        |
| D  | Person-Other Assaults                 | 0                      | 0              | 0                     | 0         | 0                         | 0               | 0                            | 0                  | 0         | 0                             | 0                 | 0               | 0         | 0                             | 0                  | 0                        | 0                  | 0                        |
|  | Property                              |                        |                |                       |           |                           |                 |                              |                    |           |                               |                   |                 |           |                               |                    |                          |                    |                          |
| E  | Property-Burglary                     | 0                      | 0              | 0                     | 0         | 0                         | 0               | 0                            | 0                  | 0         | 0                             | 0                 | 0               | 0         | 0                             | 0                  | 0                        | 0                  | 0                        |
| F  | Property-Auto Theft                   | 0                      | 0              | 0                     | 0         | 0                         | 0               | 0                            | 0                  | 0         | 0                             | 0                 | 0               | 0         | 0                             | 0                  | 0                        | 0                  | 0                        |
| G  | Property-Other                        | 1                      | 3              | 0                     | 0         | 0                         | 0               | 4                            | 0                  | 0         | 0                             | 0                 | 0               | 0         | 0                             | 0                  | 0                        | 0                  | 4                        |
|  | Other                                 |                        |                |                       |           |                           |                 |                              |                    |           |                               |                   |                 |           |                               |                    |                          |                    |                          |
| H  | Drug Possession/Paraphernalia         | 2                      | 6              | 0                     | 2         | 0                         | 0               | 10                           | 0                  | 0         | 0                             | 0                 | 0               | 0         | 0                             | 0                  | 0                        | 0                  | 10                       |
| I  | Weapons                               | 0                      | 0              | 0                     | 0         | 0                         | 0               | 0                            | 0                  | 0         | 0                             | 0                 | 0               | 0         | 0                             | 0                  | 0                        | 0                  | 0                        |
| J  | Public Order                          | 0                      | 0              | 0                     | 1         | 0                         | 0               | 1                            | 0                  | 0         | 0                             | 0                 | 0               | 0         | 0                             | 0                  | 0                        | 0                  | 1                        |
| K  | Interfering With Judicial Proceedings | 0                      | 1              | 0                     | 0         | 0                         | 0               | 1                            | 0                  | 0         | 0                             | 0                 | 0               | 0         | 0                             | 0                  | 0                        | 0                  | 1                        |
| L  | Failure to Appear/Misd&CrimTraffic    | 3                      | 0              | 0                     | 0         | 0                         | 0               | 3                            | 0                  | 0         | 0                             | 0                 | 0               | 0         | 0                             | 0                  | 0                        | 0                  | 3                        |
| M  | Petty Offenses                        | 0                      | 0              | 0                     | 0         | 0                         | 0               | 0                            | 0                  | 0         | 0                             | 0                 | 0               | 0         | 0                             | 0                  | 0                        | 0                  | 0                        |
| N  | Other                                 | 1                      | 2              | 0                     | 0         | 0                         | 0               | 3                            | 0                  | 0         | 0                             | 0                 | 0               | 0         | 0                             | 0                  | 0                        | 0                  | 3                        |
|  | Section 1: Total Misdemeanor          | 7                      | 12             | 0                     | 3         | 0                         | 0               | 22                           | 0                  | 0         | 0                             | 0                 | 0               | 0         | 0                             | 0                  | 0                        | 0                  | 22                       |

|   | Section - 2 Criminal Traffic                |                    |                   |                   |                    |                   |                    |     |                   |                   |                   |   |                   |                   |                   |   |   |                   |     |
|---|---|--------------------|-------------------|-------------------|--------------------|-------------------|--------------------|-----|-------------------|-------------------|-------------------|---|-------------------|-------------------|-------------------|---|---|-------------------|-----|
|   | DUI   |                    |                   |                   |                    |                   |                    |     |                   |                   |                   |   |                   |                   |                   |   |   |                   |     |
| A | Motor Vehicle                               | <a href="#">1</a>  | <a href="#">3</a> | <a href="#">0</a> | <a href="#">1</a>  | <a href="#">0</a> | <a href="#">0</a>  | 5   | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | 0 | <a href="#">0</a> | 5   |
| B | Extreme Motor Vehicle                       | <a href="#">1</a>  | <a href="#">2</a> | <a href="#">0</a> | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a>  | 3   | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | 0 | <a href="#">0</a> | 3   |
| C | Boating/Flying                              | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a>  | 0   | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | 0 | <a href="#">0</a> | 0   |
|   | Serious Violations                          |                    |                   |                   |                    |                   |                    |     |                   |                   |                   |   |                   |                   |                   |   |   |                   |     |
| D | Leaving the Scene                           | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a>  | 0   | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | 0 | <a href="#">0</a> | 0   |
| E | Reckless Driving                            | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a>  | 0   | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | 0 | <a href="#">0</a> | 0   |
| F | Racing on Highway                           | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a>  | 0   | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | 0 | <a href="#">0</a> | 0   |
| G | All Other                                   | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a>  | 0   | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | 0 | <a href="#">0</a> | 0   |
|   | Other Violations                            |                    |                   |                   |                    |                   |                    |     |                   |                   |                   |   |                   |                   |                   |   |   |                   |     |
| H | Criminal Speed                              | <a href="#">1</a>  | <a href="#">0</a> | <a href="#">0</a> | <a href="#">2</a>  | <a href="#">0</a> | <a href="#">0</a>  | 3   | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | 0 | <a href="#">0</a> | 3   |
| I | All Other                                   | <a href="#">7</a>  | <a href="#">0</a> | <a href="#">0</a> | <a href="#">2</a>  | <a href="#">0</a> | <a href="#">0</a>  | 9   | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a> | 0 | 0 | <a href="#">0</a> | 9   |
|   | Section 2: Total Criminal Traffic           | 10                 | 5                 | 0                 | 5                  | 0                 | 0                  | 20  | 0                 | 0                 | 0                 | 0 | 0                 | 0                 | 0                 | 0 | 0 | 0                 | 20  |
|   | Section - 3 Civil Traffic                   |                    |                   |                   |                    |                   |                    |     |                   |                   |                   |   |                   |                   |                   |   |   |                   |     |
| A | Driver License                              | <a href="#">3</a>  | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">3</a>  | 6   |                   |                   |                   |   |                   |                   |                   |   |   | <a href="#">0</a> | 6   |
| B | Registration                                | <a href="#">4</a>  | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">6</a>  | 10  |                   |                   |                   |   |                   |                   |                   |   |   | <a href="#">0</a> | 10  |
| C | Insurance                                   | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a> | <a href="#">12</a> | <a href="#">0</a> | <a href="#">8</a>  | 20  |                   |                   |                   |   |                   |                   |                   |   |   | <a href="#">0</a> | 20  |
| D | Speeding                                    | <a href="#">34</a> | <a href="#">0</a> | <a href="#">0</a> | <a href="#">85</a> | <a href="#">0</a> | <a href="#">36</a> | 155 |                   |                   |                   |   |                   |                   |                   |   |   | <a href="#">0</a> | 155 |
| E | Excessive Speeding                          | <a href="#">78</a> | <a href="#">0</a> | <a href="#">0</a> | <a href="#">1</a>  | <a href="#">0</a> | <a href="#">10</a> | 89  |                   |                   |                   |   |                   |                   |                   |   |   | <a href="#">0</a> | 89  |
| F | Red Light                                   | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a>  | 0   |                   |                   |                   |   |                   |                   |                   |   |   | <a href="#">0</a> | 0   |
| G | Seat Belt                                   | <a href="#">19</a> | <a href="#">1</a> | <a href="#">0</a> | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">7</a>  | 27  |                   |                   |                   |   |                   |                   |                   |   |   | <a href="#">0</a> | 27  |
| H | State DPS Photo Enforcement                 | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a>  | 0   |                   |                   |                   |   |                   |                   |                   |   |   | <a href="#">0</a> | 0   |
| I | Other Civil Traffic                         | <a href="#">7</a>  | <a href="#">0</a> | <a href="#">0</a> | <a href="#">5</a>  | <a href="#">0</a> | <a href="#">9</a>  | 21  |                   |                   |                   |   |                   |                   |                   |   |   | <a href="#">0</a> | 21  |
|   | Section 3: Total Civil Traffic              | 145                | 1                 | 0                 | 103                | 0                 | 79                 | 328 |                   |                   |                   |   |                   |                   |                   |   |   | 0                 | 328 |
|   | Section - 4 Local - Non Criminal Ordinances |                    |                   |                   |                    |                   |                    |     |                   |                   |                   |   |                   |                   |                   |   |   |                   |     |
| A | Parking                                     | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a>  | 0   |                   |                   |                   |   |                   |                   |                   |   |   | <a href="#">0</a> | 0   |
| B | Non-Parking                                 | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a> | <a href="#">0</a>  | <a href="#">0</a> | <a href="#">0</a>  | 0   |                   |                   |                   |   |                   |                   |                   |   |   | <a href="#">0</a> | 0   |

|   | Section - 5 Felony                       |            |           |          |            |          |           |     |          |          |          |   |          |          |          |   |   |          |     |
|---|--|------------|-----------|----------|------------|----------|-----------|-----|----------|----------|----------|---|----------|----------|----------|---|---|----------|-----|
| A | Total Felony                             | <u>0</u>   | <u>10</u> | <u>0</u> | <u>0</u>   | <u>0</u> | <u>0</u>  | 10  |          |          |          |   |          |          |          |   |   | <u>0</u> | 10  |
|   | GRAND TOTAL                              | 162        | 28        | 0        | 111        | 0        | 79        | 380 | 0        | 0        | 0        | 0 | 0        | 0        | 0        | 0 | 0 | 0        | 380 |
|   | Section - 6 Domestic Violence            |            |           |          |            |          |           |     |          |          |          |   |          |          |          |   |   |          |     |
| A | Felony-Domestic Violence                 | <u>0</u>   | <u>0</u>  | <u>0</u> | <u>0</u>   | <u>0</u> | <u>0</u>  | 0   | <u>0</u> | <u>0</u> | <u>0</u> | 0 | <u>0</u> | <u>0</u> | <u>0</u> | 0 | 0 | <u>0</u> | 0   |
| B | Misdemeanor-Domestic Violence            | <u>0</u>   | <u>0</u>  | <u>0</u> | <u>0</u>   | <u>0</u> | <u>0</u>  | 0   | <u>0</u> | <u>0</u> | <u>0</u> | 0 | <u>0</u> | <u>0</u> | <u>0</u> | 0 | 0 | <u>0</u> | 0   |
|   | Section - 7 Special Case Characteristics |            |           |          |            |          |           |     |          |          |          |   |          |          |          |   |   |          |     |
| A | Self Represented Litigants               | <u>159</u> | <u>15</u> | <u>0</u> | <u>110</u> | <u>0</u> | <u>79</u> | 363 | <u>0</u> | <u>0</u> | <u>0</u> | 0 | <u>0</u> | <u>0</u> | <u>0</u> | 0 | 0 | <u>0</u> | 363 |
| B | Interpreter Services Provided            | <u>0</u>   | <u>0</u>  | <u>0</u> | <u>0</u>   | <u>0</u> | <u>0</u>  | 0   | <u>0</u> | <u>0</u> | <u>0</u> | 0 | <u>0</u> | <u>0</u> | <u>0</u> | 0 | 0 | <u>0</u> | 0   |

Limited Jurisdiction Court  
Civil Caseload Manner Of Disposition  
PAYSON REGIONAL JUSTICE COURT

START DATE : 12/1/2019      END DATE : 1/15/2020

|         | Column ID   | 1                      | 2                | 3                | 4                  | 5                         | 6                            |
|---------|---|------------------------|------------------|------------------|--------------------|---------------------------|------------------------------|
| LINE ID | CASE TYPE   | Non-Trial Dispositions |                  |                  |                    |                           |                              |
|         |   | Dismissal              | Default Judgment | Summary Judgment | Settled/ Withdrawn | Transfer to Another Court | Total Non-Trial Dispositions |
|         | <b>Section - 1 Civil</b>  |                        |                  |                  |                    |                           |                              |
| A       | Small Claims  | <u>0</u>               | <u>0</u>         | <u>0</u>         | <u>0</u>           | <u>0</u>                  | 0                            |
| B       | Forcible Detainer / Eviction Action                             | <u>2</u>               | <u>1</u>         | <u>2</u>         | <u>0</u>           | <u>0</u>                  | 5                            |
| C       | Tort  | <u>0</u>               | <u>0</u>         | <u>0</u>         | <u>0</u>           | <u>0</u>                  | 0                            |
| D       | Contract  | <u>0</u>               | <u>0</u>         | <u>0</u>         | <u>0</u>           | <u>0</u>                  | 0                            |
| E       | Debt-Seller Plaintiff   | <u>0</u>               | <u>0</u>         | <u>0</u>         | <u>0</u>           | <u>0</u>                  | 0                            |
| F       | Other Civil   | <u>10</u>              | <u>6</u>         | <u>4</u>         | <u>3</u>           | <u>0</u>                  | 23                           |
| G       | Total Civil Complaints  | <b>12</b>              | <b>7</b>         | <b>6</b>         | <b>3</b>           | <b>0</b>                  | <b>28</b>                    |
|         | <b>Section - 2 Domestic Violence &amp; Harassment Petitions</b> |                        |                  |                  |                    |                           |                              |
| A       | Civil Emergency Order of Protection                             | <u>0</u>               | <u>0</u>         | <u>0</u>         | <u>0</u>           | <u>0</u>                  | 0                            |
| B       | Civil Order of Protection                                       | <u>0</u>               | <u>0</u>         | <u>5</u>         | <u>0</u>           | <u>0</u>                  | 5                            |
| C       | Injunction Against Harassment                                   | <u>0</u>               | <u>0</u>         | <u>14</u>        | <u>0</u>           | <u>0</u>                  | 14                           |
| D       | Injunction Against Workplace Harassment                         | <u>0</u>               | <u>0</u>         | <u>0</u>         | <u>0</u>           | <u>0</u>                  | 0                            |
|         | <b>Section - 3 Special Case Characteristics</b>                 |                        |                  |                  |                    |                           |                              |
| A       | Self Represented Litigants                                      | <u>11</u>              | <u>7</u>         | <u>25</u>        | <u>3</u>           | <u>0</u>                  | 46                           |
| B       | Interpreter Provided  | <u>0</u>               | <u>0</u>         | <u>0</u>         | <u>0</u>           | <u>0</u>                  | 0                            |

Courts  
 n Summary Report  
 JRT - 404

12/31/2019

| 7                  | 8                    | 9                 | 10                | 11                   | 12                 | 13                       | 14                       | 15                       |
|--------------------|----------------------|-------------------|-------------------|----------------------|--------------------|--------------------------|--------------------------|--------------------------|
| Trial Dispositions |                      |                   |                   |                      |                    |                          |                          |                          |
| Jury Trail         |                      |                   | Bench Trail       |                      |                    |                          |                          |                          |
| Verdict Reached    | Disposed After Start | Total Jury Trials | Judgment Reached  | Disposed After Start | Total Bench Trials | Total Trial Dispositions | Other Civil Dispositions | Grand Total Dispositions |
|                    |                      |                   |                   |                      |                    |                          |                          |                          |
| <a href="#">0</a>  | <a href="#">0</a>    | 0                 | <a href="#">0</a> | <a href="#">0</a>    | 0                  | 0                        | <a href="#">0</a>        | 0                        |
| <a href="#">0</a>  | <a href="#">0</a>    | 0                 | <a href="#">0</a> | <a href="#">0</a>    | 0                  | 0                        | <a href="#">0</a>        | 5                        |
| <a href="#">0</a>  | <a href="#">0</a>    | 0                 | <a href="#">0</a> | <a href="#">0</a>    | 0                  | 0                        | <a href="#">0</a>        | 0                        |
| <a href="#">0</a>  | <a href="#">0</a>    | 0                 | <a href="#">0</a> | <a href="#">0</a>    | 0                  | 0                        | <a href="#">0</a>        | 0                        |
| <a href="#">0</a>  | <a href="#">0</a>    | 0                 | <a href="#">0</a> | <a href="#">0</a>    | 0                  | 0                        | <a href="#">0</a>        | 0                        |
| <a href="#">0</a>  | <a href="#">0</a>    | 0                 | <a href="#">0</a> | <a href="#">0</a>    | 0                  | 0                        | <a href="#">0</a>        | 23                       |
| <b>0</b>           | <b>0</b>             | <b>0</b>          | <b>0</b>          | <b>0</b>             | <b>0</b>           | <b>0</b>                 | <b>0</b>                 | <b>28</b>                |
|                    |                      |                   |                   |                      |                    |                          |                          |                          |
|                    |                      |                   |                   |                      |                    |                          | <a href="#">0</a>        | 0                        |
|                    |                      |                   |                   |                      |                    |                          | <a href="#">0</a>        | 5                        |
|                    |                      |                   |                   |                      |                    |                          | <a href="#">5</a>        | 19                       |
|                    |                      |                   |                   |                      |                    |                          | <a href="#">0</a>        | 0                        |
|                    |                      |                   |                   |                      |                    |                          |                          |                          |
| <a href="#">0</a>  | <a href="#">0</a>    | 0                 | <a href="#">0</a> | <a href="#">0</a>    | 0                  | 0                        | <a href="#">5</a>        | 51                       |
| <a href="#">0</a>  | <a href="#">0</a>    | 0                 | <a href="#">0</a> | <a href="#">0</a>    | 0                  | 0                        | <a href="#">0</a>        | 0                        |

**ARF-5851**

**Consent Agenda Item 4. H.**

**Regular BOS Meeting**

**Meeting Date:** 02/04/2020

**Reporting Period:** Globe Regional Constable's Office Monthly Report for December 2019

**Submitted For:** Ruben Mancha, Globe Regional Constable

**Submitted By:** Michael Sellars, Constable Clerk

---

**Information**

**Subject**

Globe Regional Constable's Office Monthly Report for December 2019

**Suggested Motion**

Acknowledgment of the December 2019 monthly activity report submitted by the Globe Regional Constable's Office.

---

**Attachments**

December 2019

---



RUBEN A MANCHA  
GLOBE REGIONAL  
CONSTABLE



1400 E ASH ST  
GLOBE, AZ 85501  
928-402-8758

**DECEMBER 2019**  
**MONTHLY REPORT**  
**TABLE OF CONTENTS**

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

**Dan Rodriguez**  
Deputy Constable



**Michael Sellars**  
Constable Clerk

Office of  
**Globe Regional Constable**  
**Ruben Mancha**

December , 2019

Gila County Board of Supervisors  
1400 East Ash St  
Globe AZ 85501

**GLOBE REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER**

For the month of **December 2019**, the Globe Regional Constable's Office:

Received a total of **89** papers for service with **138** attempts.

Drove a total of **749** miles.

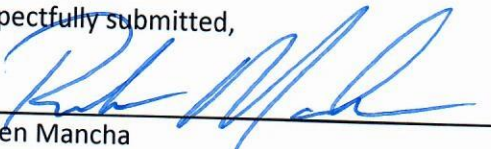
Mailed a total of **0** warrant letters.

Bailiff for Justice Court **4**.

Collected a total of **\$1225.00** as follows:

|                       |                  |
|-----------------------|------------------|
| Total Deposited:      | \$1,225.00       |
| Less Refunds          | <u>(\$29.00)</u> |
| Paid to General Fund: | \$1,196.00       |

Respectfully submitted,

  
\_\_\_\_\_  
Ruben Mancha  
Globe Regional Constable  
Gila County, Globe, Arizona

1400 E Ash St Globe, AZ 85501 - Phone (928)408-8758

# GLOBE REGIONAL CONSTABLE OFFICE

## FEES COLLECTED

### DECEMBER 2019

| DATE   | RECEIVED FROM                 | PROCESS NUMBER | AMOUNT     | CHECK / MO / CASH | RECEIPT NUMBER | REFUNDS |
|--|-------------------------------|----------------|------------|-------------------|----------------|---------|
| 12/2/2019  | Peter Beesley                 | 1912CO002      | \$48.00    | Ncourt            | 30855          |         |
| 12/2/2019  | Peter Beesley                 | 1912CO003      | \$48.00    | Ncourt            | 30856          |         |
| 11/15/2019                                       | Andrea France                 | 1911CO047      | \$48.00    | Ncourt            | 30837          |         |
| 12/2/2019  | Gary Leveque                  | 1912CO004      | \$40.00    | Cash              | 30857          |         |
| 12/4/2019  | Christopher Uto               | 1912CO010      | \$56.00    | Cash              | 30858          |         |
| 12/1/2019  | Bosco Rentals                 | 1912CO001      | \$48.00    | Cash              | 30859          |         |
| 12/9/2019  | Bosco Rentals                 | 1912CO020      | \$82.00    | Ncourt            | 30860          |         |
| 12/6/2019  | Elvin Fant                    | 1912CO017      | \$40.00    | Ncourt            | 30861          |         |
| 12/6/2019  | Peter Beesley                 | 1912CO018      | \$40.00    | Cash              | 30862          |         |
| 12/9/2019  | Halie Louise Canizales-Barela | 1912CO021      | \$56.00    | Check             | 30863          |         |
| 12/11/2019                                       | Globe MHP                     | 1912CO026      | \$48.00    | Cash              | 30864          |         |
| 12/11/2019                                       | Lorna Franco                  | 1912CO029      | \$40.00    | Cash              | 30865          |         |
| 12/12/2019                                       | Andrea France                 | 1912CO037      | \$48.00    | Ncourt            | 30866          | \$8.00  |
| 12/12/2019                                       | Law Office of John Perlman    | 1912CO038      | \$48.00    | Check             | 30867          |         |
| 12/13/2019                                       | William Jones                 | 1912CO044      | \$40.00    | Cash              | 30868          |         |
| 12/16/2019                                       | Michael Auburn                | 1912CO046      | \$40.00    | Ncourt            | 30869          |         |
| 12/16/2019                                       | GPS Servers LLC               | 1912CO045      | \$64.00    | Check             | 30870          |         |
| 12/17/2019                                       | Abigail Garcia                | 1912CO053      | \$56.00    | Cash              | 30871          |         |
| 12/17/2019                                       | Gary Leveque                  | 1912CO054      | \$48.00    | Cash              | 30872          |         |
| 12/24/2019                                       | Williams, Zinman & Parham     | 1912CO063      | \$87.00    | Check             | 30874          | \$5.00  |
| 12/26/2019                                       | ABI Multifamily               | 1912CO072      | \$48.00    | Cash              | 30876          | \$8.00  |
| 12/30/2019                                       | GPS Servers LLC               | 1912CO087      | \$64.00    | Check             | 30877          |         |
| 12/30/2019                                       | Globe MHP                     | 1912CO088      | \$48.00    | Cash              | 30878          | \$8.00  |
| 12/30/2019                                       | Irving Popke                  | 1912CO076      | \$40.00    | Cash              | 30881          | \$0.00  |
|  |                               |                |            |                   |                |         |
|  |                               |                |            |                   |                |         |
| Receipt 30873 / 30875 / 30879 on January Fee log |                               |                |            |                   |                |         |
|  |                               |                |            |                   |                |         |
|  |                               |                |            |                   |                |         |
|  |                               |                |            |                   |                |         |
| Collected:                                       |                               |                | \$1,225.00 |                   |                |         |
| Refunds:   |                               |                | \$29.00    |                   |                |         |
| Balance:   |                               |                | \$1,196.00 |                   |                |         |



# Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Precinct: Globe

Constable Clerk: Michael Sellars



Total Cases Served/Attempted:

138

Mileage Total: 749

| Date Received | Type of Document           | Case No.         | Court                        | Plaintiff             | Defendant              | Address  | Person Served/ Served Via                              | Date Served | Service   | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|----------------------------|------------------|------------------------------|-----------------------|------------------------|--|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 12/2/19       | Summons Eviction Detainer  | J0403CV2019-713  | Globe Regional Justice Court | Bosco Rentals LLC     | Sarah Faye Pitchon     | Sarah Pitchon/1740 S. Century Dr #B, Globe, AZ 85501   | Sarah Pitchon/1740 S. Century Dr #B, Globe, AZ 85501   | 12/2/19     | Served    |               |             | 59            | Mancha            |
| 12/2/19       | Summons Eviction Detainer  | J0403CV2019-717  | Globe Regional Justice Court | Peter Beesley         | Mark Zeldes            | Mark Zeldes/406 W. Sullivan St Miami, AZ 85539         | Posted and Photographed                                | 12/2/19     | Served    |               |             |               | Mancha            |
| 12/2/19       | Summons Eviction Detainer  | J0403CV2019-717  | Globe Regional Justice Court | Peter Beesley         | Mark Zeldes            | Mark Zeldes/400 W. Sullivan St Miami, AZ 85539         | Posted and Photographed                                | 12/2/19     | Served    |               |             |               | Mancha            |
| 11/21/19      | Civil Complaint            | J0403CV2019-666  | Globe Regional Justice Court | Cynthia Spadafore     | Kris Belarde           | Kris Belarde/516 Verticle Heights Globe, Az 85501      | None   | 12/2/19     | Attempted |               |             |               | Rodriguez         |
| 12/2/19       | Five Day Notice            | None             | Globe Regional Justice Court | Gary Lee Leveque Jr   | Brandy Christina Baker | Brandy Baker/ 181 S. Franz Ave. Miami, AZ 85539        | Brandy Baker/ 181 S. Franz Ave. Miami, AZ 85539        | 12/2/19     | Served    |               |             |               | Rodriguez         |
| 12/2/19       | Order of Protection        | PO201900117      | Gila County Superior Court   | Protected Information | Merci Nicole Uto       | Merci Uto/5603 S. Glendale Ave, Globe, AZ 85501        | Merci Uto/5603 S. Glendale Ave, Globe, AZ 85501        | 12/2/19     | Served    |               |             |               | Mancha            |
| 12/2/19       | Order of Protection        | PO201900117      | Gila County Superior Court   | Protected Information | April Michelle Belarde | April Belarde/247 N. Devereaux, Globe, AZ 85501        | April Belarde/247 N. Devereaux, Globe, AZ 85501        | 12/2/19     | Served    |               |             |               | Mancha            |
| 12/3/19       | Hearing Order on OP        | J0403PO2019-654  | Globe Regional Justice Court | Protected Information | Daniel Hernandez       | Protected Information                                  | None   | 12/3/19     | Attempted |               |             |               | Rodriguez         |
| 11/27/19      | Summons & Complaint        | J0403CV2019-695  | Globe Regional Justice Court | LVNV Funding LLC      | Michael Seidenfeld     | Michael seidenfeld/351 S. Devereaux St Globe, Az 85501 | Michael seidenfeld/351 S. Devereaux St Globe, Az 85501 | 12/3/19     | Served    |               |             |               | Rodriguez         |
| 12/3/19       | Criminal Subpoena          | J0403CM2019-664  | Globe Regional Justice Court | State of Arizona      | Kyle McGuffey          | Officer Schnapp/175 N. Pine St Globe, Az 85501         | Sgt M. Boyd/175 N. Pine St Globe, Az 85501             | 12/3/19     | Served    |               |             |               | Rodriguez         |
| 11/21/19      | Civil Complaint            | J0403CV2019-666  | Globe Regional Justice Court | Cynthia Spadafore     | Kris Belarde           | Kris Belarde/516 Verticle Heights Globe, Az 85501      | None   | 12/3/19     | Attempted |               |             |               | Rodriguez         |
| 12/3/19       | Hearing Order on OP        | J0403PO2019-654  | Globe Regional Justice Court | Protected Information | Daniel Hernandez       | Protected Information                                  | Protected Informtion                                   | 12/4/19     | Served    |               |             | 43            | Rodriguez         |
| 12/4/19       | Hearing Order on OP        | J0403PO2019-655  | Globe Regional Justice Court | Protected Information | April Michelle Belarde | Protected Information                                  | Protected Informtion                                   | 12/4/19     | Served    |               |             |               | Rodriguez         |
| 12/4/19       | Summons                    | J0403CM2019-800  | Globe Regional Justice Court | State of Arizona      | Nathan Lang            | Nathan Lang/779 E.Prickly Pear A26 Globe, Az 85501     | None   | 12/4/19     | Attempted |               |             |               | Rodriguez         |
| 12/4/19       | Summons                    | CR2019-329       | Gila County Superior Court   | State of Arizona      | Anthony Stewart        | Anthony Stewart/182 S. Glass Canyon Miami, Az 85539    | Anthony Stewart/182 S. Glass Canyon Miami, Az 85539    | 12/4/19     | Served    |               |             |               | Rodriguez         |
| 12/4/19       | Summons                    | J0403CM2019-800  | Globe Regional Justice Court | State of Arizona      | Nathan Lang            | Nathan Lang/779 E.Prickly Pear A26 Globe, Az 85501     | None   | 12/5/19     | Attempted |               |             | 49            | Rodriguez         |
| 12/4/19       | Divorce Packet             | DO201900312      | Gila County Superior Court   | Christopher Uto       | Merci Nicole Uto       | Merci Uto/5603 S. Glendale Ave Globe, Az 85501         | None   | 12/5/19     | Attempted |               |             |               | Rodriguez         |
| 12/4/19       | Divorce Packet             | DO201900312      | Gila County Superior Court   | Christopher Uto       | Merci Nicole Uto       | Merci Uto/5603 S. Glendale Ave Globe, Az 85501         | None   | 12/5/19     | Attempted |               |             |               | Rodriguez         |
| 12/4/19       | Notice of Supervening Ind. | CR2019-575       | Gila County Superior Court   | State of Arizona      | Shawn Burns            | Shawn Burns/5653 E. Golden Hills Rd Globe, Az 85501    | None   | 12/5/19     | Attempted |               |             |               | Rodriguez         |
| 12/4/19       | Notice of Supervening Ind. | CR2019-575       | Gila County Superior Court   | State of Arizona      | Shawn Burns            | Shawn Burns/5653 E. Golden Hills Rd Globe, Az 85501    | None   | 12/5/19     | Attempted |               |             |               | Rodriguez         |
| 11/21/19      | Civil Complaint            | J0403CV2019-666  | Globe Regional Justice Court | Cynthia Spadafore     | Kris Belarde           | Kris Belarde/516 Verticle Heights Globe, Az 85501      | Kris Belarde/516 Verticle Heights Globe, Az 85501      | 12/5/19     | Served    |               |             |               | Rodriguez         |
| 12/3/19       | Hearing Order on OP        | J0403PO2019-649  | Globe Regional Justice Court | Protected Information | Peter Beesley          | Protected Information                                  | Protected Informtion                                   | 12/6/19     | Served    |               |             | 27            | Rodriguez         |
| 12/6/19       | Summons & Complaint        | J0403CV2019-720  | Globe Regional Justice Court | Elvin Fant Sr         | Mark Zeldes            | Mark Zeldes/351 S. Cherry Flats Miami, Az 85539        | Mark Zeldes/1400 E. Ash St Miami, Az 855396            | 12/6/19     | Served    |               |             |               | Rodriguez         |
| 12/5/19       | Subpoena                   | J0403CT2019-1097 | Globe Regional Justice Court | State of Arizona      | Adam Padilla           | Trooper Deatherage-DPS/4339 Hwy 60 Miami, Az 85539     | Trooper Gamboa #4185/DPS/4339 Hwy 60 Miami, Az 85539   | 12/6/19     | Served    |               |             |               | Rodriguez         |
| 12/4/19       | Notice of Supervening Ind. | CR2019-575       | Gila County Superior Court   | State of Arizona      | Shawn Burns            | Shawn Burns/5653 E. Golden Hills Rd Globe, Az 85501    | None   | 12/6/19     | Attempted |               |             |               | Rodriguez         |
| 12/6/19       | Notice                     | None             | None                         | Peter Beesley         | Mark Zeldes            | Mark Zeldes/351 S. Cherry Flats Miami, Az 85539        | Mark Zeldes/1400 E. Ash St Miami, Az 855396            | 12/6/19     | Served    |               |             |               | Sellars/Mancha    |
| 12/7/19       | Divorce Packet             | DO201900263      | Gila County Superior Court   | Gina Swartz           | Waylon Swartz          | Gina Swartz/10080 S. Ice House Canyon Globe, Az 85501  | None   | 12/7/19     | Attempted |               |             |               | Rodriguez         |
| 12/9/19       | Writ of Restitution        | J0403CV2019-713  | Globe Regional Justice Court | Bosco Rentals LLC     | Sarah Faye Pitchon     | Sarah Pitchon/1740 S. Century Dr #B, Globe, AZ 85501   | Sarah Pitchon/1740 S. Century Dr #B, Globe, AZ 85501   | 12/9/19     | Served    |               |             | 49            | Mancha            |
| 12/6/19       | Divorce Packet             | DO201900263      | Gila County Superior Court   | Gina Swartz           | Waylon Swartz          | Gina Swartz/10080 S. Ice House Canyon Globe, Az 85501  | None   | 12/9/19     | Attempted |               |             |               | Rodriguez         |



# Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Precinct: Globe

Constable Clerk: Michael Sellars



Total Cases Served/Attempted:

138

Mileage Total: 749

| Date Received | Type of Document                   | Case No.         | Court                        | Plaintiff              | Defendant                                      | Address   | Person Served/ Served Via                           | Date Served | Service   | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|------------------------------------|------------------|------------------------------|------------------------|--|---|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 12/4/19       | Notice of Supervening Ind.         | CR2019-575       | Gila County Superior Court   | State of Arizona       | Shawn Burns                                    | Shawn Burns/5653 E. Golden Hills Rd Globe, Az 85501           | Shawn Burns/1400 E. Ash St Globe, Az 85501          | 12/9/19     | Served    |               |             |               | Mancha            |
| 12/4/19       | Divorce Packet                     | DO201900312      | Gila County Superior Court   | Christopher Uto        | Merci Uto                                      | Merci Uto/5603 S. Glendale Ave Globe, Az 85501                | Merci Uto/5603 S. Glendale Ave Globe, Az 85501      | 12/9/19     | Served    |               |             |               | Rodriguez         |
| 11/25/19      | Summons                            | CR2019-523       | Gila County Superior Court   | State of Arizona       | Alexander Juvera                               | Alexander Juvera/Homeless                                     | Alexander Juvera/2085 E. Highway 60 Miami, Az 85539 | 12/9/19     | Served    |               |             |               | Rodriguez         |
| 11/25/19      | Summons                            | CR2019-525       | Gila County Superior Court   | State of Arizona       | Alexander Juvera                               | Alexander Juvera/Homeless                                     | Alexander Juvera/2085 E. Highway 60 Miami, Az 85539 | 12/9/19     | Served    |               |             |               | Rodriguez         |
| 11/25/19      | Summons                            | CR2019-524       | Gila County Superior Court   | State of Arizona       | Alexander Juvera                               | Alexander Juvera/Homeless                                     | Alexander Juvera/2085 E. Highway 60 Miami, Az 85539 | 12/9/19     | Served    |               |             |               | Rodriguez         |
| 12/4/19       | Summons                            | J0403CM2019-800  | Globe Regional Justice Court | State of Arizona       | Nathan Lang                                    | Nathan Lang/779 E.Prickly Pear A26 Globe, Az 85501            | Nathan Lang/779 E.Prickly Pear A26 Globe, Az 85501  | 12/9/19     | Served    |               |             |               | Rodriguez         |
| 12/6/19       | Divorce Packet                     | DO201900263      | Gila County Superior Court   | Gina Swartz            | Waylon Swartz                                  | Gina Swartz/10080 S. Ice House Canyon Globe, Az 85501         | None  | 12/10/19    | Attempted |               |             | 41            | Rodriguez         |
| 12/6/19       | Divorce Packet                     | DO201900263      | Gila County Superior Court   | Gina Swartz            | Waylon Swartz                                  | Gina Swartz/10080 S. Ice House Canyon Globe, Az 85501         | None  | 12/10/19    | Attempted |               |             |               | Rodriguez         |
| 12/10/19      | Summons                            | J0403CM2019-820  | Globe Regional Justice Court | State of Arizona       | Jodawn Hicks                                   | Jodawn Hicks/1418 E. Birch St Globe, Az 85501                 | None  | 12/10/19    | Attempted |               |             |               | Rodriguez         |
| 12/10/19      | Summons                            | J0403CM2019-820  | Globe Regional Justice Court | State of Arizona       | Jodawn Hicks                                   | Jodawn Hicks/1418 E. Birch St Globe, Az 85501                 | None  | 12/10/19    | Attempted |               |             |               | Rodriguez         |
| 12/10/19      | Summons                            | J0403CM2019-820  | Globe Regional Justice Court | State of Arizona       | Jodawn Hicks                                   | Jodawn Hicks/1418 E. Birch St Globe, Az 85501                 | Jodawn Hicks/1418 E. Birch St Globe, Az 85501       | 12/10/19    | Served    |               |             |               | Rodriguez         |
| 12/10/19      | Subpoena                           | M0441CT2019-7356 | Globe Regional Justice Court | State of Arizona       | Dorothy Pike                                   | Officer Woodliff/740 W. Sullivan St Miami, Az 85539           | Officer Woodliff/740 W. Sullivan St Miami, Az 85539 | 12/10/19    | Served    |               |             |               | Rodriguez         |
| 12/9/19       | Divorce Packet                     | DO201900311      | Gila County Superior Court   | Halie Canizales-Barela | Mark Barela                                    | Mark Barela/1491 S. Basham Rd Globe, Az 85501                 | None  | 12/10/19    | Attempted |               |             |               | Rodriguez         |
| 12/9/19       | Divorce Packet                     | DO201900311      | Gila County Superior Court   | Halie Canizales-Barela | Mark Barela                                    | Mark Barela/1491 S. Basham Rd Globe, Az 85501                 | None  | 12/10/19    | Attempted |               |             |               | Rodriguez         |
| 12/9/19       | Divorce Packet                     | DO201900311      | Gila County Superior Court   | Halie Canizales-Barela | Mark Barela                                    | Mark Barela/1491 S. Basham Rd Globe, Az 85501                 | None  | 12/10/19    | Attempted |               |             |               | Rodriguez         |
| 12/9/19       | Divorce Packet                     | DO201900311      | Gila County Superior Court   | Halie Canizales-Barela | Mark Barela                                    | Mark Barela/1491 S. Basham Rd Globe, Az 85501                 | Mark Barela/1491 S. Basham Rd Globe, Az 85501       | 12/10/19    | Served    |               |             |               | Rodriguez         |
| 12/10/19      | Summons                            | J0403CM2019-823  | Globe Regional Justice Court | State of Arizona       | Zackery Vining                                 | Zackery Vining/146 S. Prospect Ave Miami, Az 85539            | Zackery Vining/1100 South St Globe, Az 85501        | 12/10/19    | Served    |               |             |               | Rodriguez         |
| 12/11/19      | Order of Protection                | J0403PO2019-660  | Globe Regional Justice Court | Protected Information  | George Ratliff                                 | George Ratliff/126 E. Haskins Rd Globe, Az 85501              | George Ratliff/126 E. Haskins Rd Globe, Az 85501    | 12/11/19    | Served    |               |             | 49            | Mancha            |
| 12/11/19      | Summons; Forcible Detainer         | J0403CV2019-740  | Globe Regional Justice Court | Globe MHP              | Memory & Georgina Burns                        | Memory & Georgina Burns/1775 N. Broad St #100 Globe, Az 85501 | Posted & Certified Mail                             | 12/11/19    | Served    |               |             |               | Rodriguez         |
| 12/11/19      | Summons                            | CR2019-533       | Gila County Superior Court   | State of Arizona       | Raymond Guevara                                | Raymond Guevara/7481 E. Wever Cir Globe, Az 85501             | None  | 12/11/19    | Attempted |               |             |               | Rodriguez         |
| 12/11/19      | Hearing Order on OP                | J0403PO2019-656  | Globe Regional Justice Court | Protected Information  | Brandy Baker/182 S. Franz Ave Miami, Az 85539  | Protected Information   | Protected Information                               | 12/11/19    | Served    |               |             |               | Rodriguez         |
| 12/11/19      | Hearing Order on OP                | J0403PO2019-657  | Globe Regional Justice Court | Protected Information  | Doris Leveque/182 S. Franz Ave Miami, Az 85539 | Protected Information   | Protected Information                               | 12/11/19    | Served    |               |             |               | Rodriguez         |
| 12/11/19      | Hearing Order Prior to Issue of OP | J0403PO2019-658  | Globe Regional Justice Court | Protected Information  | Cody Hughes                                    | Cody Hughes/182 S. Franz Ave Miami, Az 85539                  | Cody Hughes/182 S. Franz Ave Miami, Az 85539        | 12/11/19    | Served    |               |             |               | Rodriguez         |
| 12/11/19      | Order of Protection                | J0403PO2019-656  | Globe Regional Justice Court | Protected Information  | Brandy Baker/182 S. Franz Ave Miami, Az 85539  | Brandy Baker/182 S. Franz Ave Miami, Az 85539                 | Brandy Baker/182 S. Franz Ave Miami, Az 85539       | 12/11/19    | Served    |               |             |               | Mancha            |
| 12/11/19      | Order of Protection                | J0403PO2019-657  | Globe Regional Justice Court | Protected Information  | Doris Leveque/182 S. Franz Ave Miami, Az 85539 | Doris Leveque/182 S. Franz Ave Miami, Az 85539                | Doris Leveque/182 S. Franz Ave Miami, Az 85539      | 12/11/19    | Served    |               |             |               | Mancha            |
| 12/11/19      | Hearing Order Prior to Issue of OP | J0403PO2019-659  | Globe Regional Justice Court | Protected Information  | Faith Clemo                                    | Faith Clemo/182 S. Franz Ave Miami, Az 85539                  | Faith Clemo/182 S. Franz Ave Miami, Az 85539        | 12/11/19    | Served    |               |             |               | Rodriguez         |
| 12/10/19      | Answer                             | DO201900280      | Gila County Superior Court   | Aaron Noriega          | Grace White                                    | Aaron Noriega/245 S. Holly Circle Globe, Az 85501             | None  | 12/11/19    | Attempted |               |             |               | Rodriguez         |
| 12/11/19      | Child Custody Packet               | GC201900034      | Globe Regional Justice Court | Protected Information  | Lorna & Josh Franco                            | Sandra Wills/1818 N. Bixby Rd Globe, Az 85501                 | None  | 12/11/19    | Attempted |               |             |               | Rodriguez         |
| 12/11/19      | Summons                            | CR2019-533       | Gila County Superior Court   | State of Arizona       | Raymond Guevara                                | Raymond Guevara/7481 E. Wever Cir Globe, Az 85501             | None  | 12/12/19    | Attempted |               |             | 28            | Rodriguez         |



# Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Precinct: Globe

Constable Clerk: Michael Sellars



Total Cases Served/Attempted:

138

Mileage Total: 749

| Date Received | Type of Document              | Case No.        | Court                        | Plaintiff             | Defendant                    | Address  | Person Served/ Served Via                                      | Date Served | Service   | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|-------------------------------|-----------------|------------------------------|-----------------------|------------------------------|--|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 12/6/19       | Divorce Packet                | DO201900263     | Gila County Superior Court   | Gina Swartz           | Waylon Swartz                | Gina Swartz/10080 S. Ice House Canyon Globe, Az 85501          | Gina Swartz/10080 S. Ice House Canyon Globe, Az 85501          | 12/12/19    | Served    |               |             |               | Rodriguez         |
| 12/11/19      | Child Custody Packet          | GC201900034     | Gila County Superior Court   | Protected Information | Lorna & Josh Franco          | Sandra Wills/1818 N. Bixby Rd Globe, Az 85501                  | None   | 12/12/19    | Attempted |               |             |               | Rodriguez         |
| 12/11/19      | Child Custody Packet          | GC201900034     | Gila County Superior Court   | Protected Information | Lorna & Josh Franco          | Sandra Wills/1818 N. Bixby Rd Globe, Az 85501                  | Sandra Wills/415 Baseline Spur Globe, Az 85501                 | 12/12/19    | Served    |               |             |               | Rodriguez         |
| 12/11/19      | Notice of Zoning Violation    | CG1909-001      | Community Development        | Gila County           | Debra & Rudolph Carrizosa    | Debra Carrizosa/1619 Arbor Ave Globe, Az 85501                 | Debra Carrizosa/1619 Arbor Ave Globe, Az 85501                 | 12/12/19    | Served    |               |             |               | Rodriguez         |
| 12/11/19      | Notice of Zoning Violation    | CG1909-001      | Community Development        | Gila County           | Debra & Rudolph Carrizosa    | Rudolph Carrizosa/1619 Arbor Ave Globe, Az 85501               | Rudolph Carrizosa/1619 Arbor Ave Globe, Az 85501               | 12/12/19    | Served    |               |             |               | Rodriguez         |
| 12/12/19      | Summons; Forcible Detainer    | J0403CV2019-744 | Globe Regional Justice Court | Andrea France         | Viola Dosela                 | Viola Dosela/365 S. Fourth St Globe, Az 85501                  | Viola Dosela/365 S. Fourth St Globe, Az 85501                  | 12/12/19    | Served    |               |             |               | Rodriguez         |
| 12/10/19      | Answer                        | DO201900280     | Gila County Superior Court   | Aaron Noriega         | Grace White                  | Aaron Noriega/245 S. Holly Circle Globe, Az 85501              | None   | 12/12/19    | Attempted |               |             |               | Rodriguez         |
| 12/12/19      | Summons; Forcible Detainer    | J0403CV2019-745 | Globe Regional Justice Court | Christina Apartments  | Sierra Taylor                | Sierra Taylor/276 S. Prospect Rd #20 Miami, Az 85539           | Sierra Taylor/276 S. Prospect Rd #20 Miami, Az 85539           | 12/13/19    | Served    |               |             |               | Rodriguez         |
| 12/16/19      | Order of Protection           | PO201900123     | Gila County Superior Court   | Protected Information | Gabriel Lagunas              | Gabriel Lagunas/591 E. Eddy St Globe, Az 85501                 | Gabriel Lagunas/591 E. Eddy St Globe, Az 85501                 | 12/16/19    | Served    |               |             | 13            | Rodriguez         |
| 12/16/19      | Summons & Complaint           | J0403CV2019-716 | Globe Regional Justice Court | Portfolio Recovery    | Melissa Perez                | Melissa Perez/4749 E. Ragus Rd Miami, Az 85539                 | None   | 12/16/19    | Attempted |               |             |               | Mancha            |
| 12/16/19      | Summons & Complaint           | J0403CV2019-716 | Globe Regional Justice Court | Portfolio Recovery    | Melissa Perez                | Melissa Perez/4749 E. Ragus Rd Miami, Az 85539                 | None   | 12/16/19    | Attempted |               |             |               | Mancha            |
| 12/13/19      | Injunction Against Harassment | J0403PO2019-662 | Globe Regional Justice Court | Protected Information | Michael Flores               | Michael Flores/492 W. Euclid Ave Globe, Az 85501               | None   | 12/16/19    | Attempted |               |             |               | Mancha            |
| 12/13/19      | Injunction Against Harassment | J0403PO2019-662 | Globe Regional Justice Court | Protected Information | Michael Flores               | Michael Flores/492 W. Euclid Ave Globe, Az 85501               | None   | 12/16/19    | Attempted |               |             |               | Mancha            |
| 12/10/19      | Answer                        | DO201900280     | Gila County Superior Court   | Aaron Noriega         | Grace White                  | Aaron Noriega/245 S. Holly Circle Globe, Az 85501              | None   | 12/16/19    | Attempted |               |             |               | Rodriguez         |
| 12/16/19      | Summons & Complaint           | J0403CV2019-747 | Globe Regional Justice Court | Michael Auburn        | Michael Candelario           | Michael Candelario/1410 N. Broad St Globe, Az 85501            | None   | 12/16/19    | Attempted |               |             |               | Rodriguez         |
| 12/13/19      | Notice to Appear; Petition    | JV2019-00171    | Gila County Superior Court   | State of Arizona      | Protected Information        | Protected Information  | None   | 12/16/19    | Attempted |               |             |               | Rodriguez         |
| 12/13/19      | Notice to Appear; Petition    | JV2019-00172    | Gila County Superior Court   | State of Arizona      | Protected Information        | Protected Information  | None   | 12/16/19    | Attempted |               |             |               | Rodriguez         |
| 12/13/19      | Injunction Against Harassment | J0403PO2019-662 | Globe Regional Justice Court | Protected Information | Michael Flores               | Michael Flores/492 W. Euclid Ave Globe, Az 85501               | Michael Flores/492 W. Euclid Ave Globe, Az 85501               | 12/16/19    | Served    |               |             |               | Rodriguez         |
| 12/13/19      | Notice to Appear; Petition    | JV2019-00172    | Gila County Superior Court   | State of Arizona      | Protected Information        | Protected Information  | Protected Information  | 12/16/19    | Served    |               |             |               | Rodriguez         |
| 12/13/19      | Notice to Appear; Petition    | JV2019-00171    | Gila County Superior Court   | State of Arizona      | Protected Information        | Protected Information  | None   | 12/16/19    | Attempted |               |             |               | Rodriguez         |
| 12/16/19      | Summons; Forcible Detainer    | J0403CV2019-748 | Globe Regional Justice Court | Tina Andariese        | Dezarey & Gabriel Valenzuela | Dezarey & Gabriel Valenzuela/434 S. Hill St #3 Globe, Az 85501 | Dezarey & Gabriel Valenzuela/434 S. Hill St #3 Globe, Az 85501 | 12/17/19    | Served    |               |             | 37            | Rodriguez         |
| 12/17/19      | Notice to Appear; Petition    | JV2018-172      | Gila County Superior Court   | State of Arizona      | Protected Information        | Protected Information  | Protected Information  | 12/17/19    | Served    |               |             |               | Rodriguez         |
| 12/17/19      | Criminal Subpoena             | CR2018-168      | Gila County Superior Court   | State of Arizona      | Elvis Kinney                 | Officer S. Williams/175 N. Pine St Globe, Az 85501             | B. McCreary-GPD/175 N. Pine St Globe, Az 85501                 | 12/17/19    | Served    |               |             |               | Rodriguez         |
| 12/17/19      | Criminal Subpoena             | CR2018-168      | Gila County Superior Court   | State of Arizona      | Elvis Kinney                 | Sgt. Meintzer/175 N. Pine St Globe, Az 85501                   | B. McCreary-GPD/175 N. Pine St Globe, Az 85501                 | 12/17/19    | Served    |               |             |               | Rodriguez         |
| 12/17/19      | Criminal Subpoena             | CR2018-168      | Gila County Superior Court   | State of Arizona      | Elvis Kinney                 | Protected Information  | None   | 12/17/19    | Attempted |               |             |               | Rodriguez         |
| 12/13/19      | Notice to Appear; Petition    | JV201900173     | Gila County Superior Court   | State of Arizona      | Protected Information        | Protected Information  | None   | 12/17/19    | Attempted |               |             |               | Rodriguez         |
| 12/13/19      | Notice to Appear; Petition    | JV2019-00173    | Gila County Superior Court   | State of Arizona      | Protected Information        | Protected Information  | None   | 12/17/19    | Attempted |               |             |               | Rodriguez         |
| 12/19/19      | Notice to Appear; Petition    | JV2019-00173    | Gila County Superior Court   | State of Arizona      | Protected Information        | Protected Information  | Protected Information  | 12/17/19    | Served    |               |             |               | Rodriguez         |
| 12/13/19      | Notice to Appear; Petition    | JV2019-00171    | Gila County Superior Court   | State of Arizona      | Protected Information        | Protected Information  | None   | 12/17/19    | Attempted |               |             |               | Rodriguez         |



# Constable Activity Log - Monthly

Constable: Ruben Mancha

Deputy: Dan Rodriguez

County: Gila

Constable Clerk: Michael Sellars

Precinct: Globe



Total Cases Served/Attempted:

138

Mileage Total: 749

| Date Received | Type of Document           | Case No.         | Court                        | Plaintiff             | Defendant                                     | Address   | Person Served/ Served Via                            | Date Served | Service   | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|----------------------------|------------------|------------------------------|-----------------------|---|---|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 12/13/19      | Notice to Appear; Petition | JV2019-00171     | Gila County Superior Court   | State of Arizona      | Protected Information                         | Protected Information                                       | Protected Information                                | 12/17/19    | Served    |               |             |               | Rodriguez         |
| 12/13/19      | Notice to Appear; Petition | JV2019-00171     | Gila County Superior Court   | State of Arizona      | Protected Information                         | Protected Information                                       | Protected Information                                | 12/17/19    | Served    |               |             |               | Rodriguez         |
| 12/10/19      | Answer                     | DO201900280      | Gila County Superior Court   | Aaron Noriega         | Grace White                                   | Aaron Noriega/245 S. Holly Circle Globe, Az 85501           | None   | 12/18/19    | Attempted |               |             |               | Rodriguez         |
| 12/17/19      | Divorce Packet             | DO201900323      | Gila County Superior Court   | Abigail Garcia        | Richard Garcia                                | Richard Garcia/682 N. 5th St Globe, Az 85501                | None   | 12/18/19    | Attempted |               |             | 51            | Rodriguez         |
| 12/17/19      | Divorce Packet             | DO201900323      | Gila County Superior Court   | Abigail Garcia        | Richard Garcia                                | Richard Garcia/682 N. 5th St Globe, Az 85501                | None   | 12/18/19    | Attempted |               |             |               | Rodriguez         |
| 12/17/19      | Divorce Packet             | DO201900323      | Gila County Superior Court   | Abigail Garcia        | Richard Garcia                                | Richard Garcia/682 N. 5th St Globe, Az 85501                | Richard Garcia/682 N. 5th St Globe, Az 85501         | 12/18/19    | Served    |               |             |               | Rodriguez         |
| 12/17/19      | Summons; Forcible Detainer | J0403CV2019-750  | Globe Regional Justice Court | Gary Leveque          | Brandy Baker/182 S. Franz Ave Miami, Az 85539 | Brandy Baker/182 S. Franz Ave Miami, Az 85539               | Doris Leveque/244 Indian Circle Miami, Az 85539      | 12/18/19    | Served    |               |             |               | Rodriguez         |
| 12/18/19      | Order of Protection        | PO201900122      | Gila County Superior Court   | Gina Swartz           | Waylon Swartz                                 | Waylon Swartz/740 N. 8th Pl Coolidge, Az 85228              | Waylon Swartz/1400 E. Ash St Globe, Az 85501         | 12/18/19    | Served    |               |             |               | Mancha            |
| 12/17/19      | Criminal Subpoena          | CR2018-169       | Gila County Superior Court   | State of Arizona      | Elvis Kinney                                  | Protected Information                                       | Protected Information                                | 12/18/19    | Served    |               |             |               | Rodriguez         |
| 12/19/19      | Order of Protection        | J0403PO2019-658  | Globe Regional Justice Court | Protected Information | Cody Hughes                                   | Cody Hughes/182 S. Franz Ave Miami, Az 85539                | Cody Hughes/1400 E. Ash St Globe, Az 85501           | 12/19/19    | Served    |               |             | 40            | Mancha            |
| 12/19/19      | Summons                    | CR2019-529       | Gila County Superior Court   | State of Arizona      | Joshua Gutierrez                              | Joshua Gutierrez/850 S. Highland Dr Globe, Az 85501         | Joshua Gutierrez/850 S. Highland Dr Globe, Az 85501  | 12/19/19    | Served    |               |             |               | Rodriguez         |
| 12/10/19      | Answer                     | DO201900280      | Gila County Superior Court   | Aaron Noriega         | Grace White                                   | Aaron Noriega/245 S. Holly Circle Globe, Az 85501           | None   | 12/19/19    | Attempted |               |             |               | Rodriguez         |
| 12/10/19      | Answer                     | DO201900280      | Gila County Superior Court   | Aaron Noriega         | Grace White                                   | Aaron Noriega/245 S. Holly Circle Globe, Az 85501           | None   | 12/20/19    | Attempted |               |             |               | Rodriguez         |
| 12/23/19      | Summons                    | CR2019-532       | Gila County Superior Court   | State of Arizona      | Jessica Smith                                 | Jessica Smith/5338 E. Golden St Globe, Az 85501             | None   | 12/23/19    | Attempted |               |             | 20            | Rodriguez         |
| 12/23/19      | Summons                    | CR2019-532       | Gila County Superior Court   | State of Arizona      | Jessica Smith                                 | Jessica Smith/5338 E. Golden St Globe, Az 85501             | None   | 12/23/19    | Attempted |               |             |               | Rodriguez         |
| 12/23/19      | Summons                    | CR2019-532       | Gila County Superior Court   | State of Arizona      | Jessica Smith                                 | Jessica Smith/5338 E. Golden St Globe, Az 85501             | None   | 12/23/19    | Attempted |               |             |               | Rodriguez         |
| 12/24/19      | Writ of Restitution        | J0403CV2019-710  | Globe Regional Justice Court | 339 Properties LLC    | Mary Moss & William Moss                      | Mary Moss & William Moss/451 W. Hackney Ave Globe, Az 85501 | Mary Lou Moss/451 W. Hackney Ave Globe, Az 85501     | 12/24/19    | Served    |               |             | 14            | Mancha/Rodriguez  |
| 12/24/19      | Summons                    | J0403CM2019-841  | Globe Regional Justice Court | State of Arizona      | Daniel Denton                                 | Daniel Denton/9081 S. Six Shooter Cyn Globe, Az 85501       | None   | 12/24/19    | Attempted |               |             |               | Rodriguez         |
| 12/24/19      | Summons                    | J0403CM2019-848  | Globe Regional Justice Court | State of Arizona      | Mark Mikles                                   | Mark Mikles/4452 E. Broadway Claypool, Az 85532             | Mark Mikles/2370 US 60 Claypool, Az 85532            | 12/24/19    | Served    |               |             |               | Rodriguez         |
| 12/24/19      | Subpoena                   | M0441CT2019-7303 | Globe Regional Justice Court | State of Arizona      | Tristan Garrison                              | Officer Roanhorse-MPD/740 Sullivan St Miami, Az 85539       | B. Borunda-MPD/740 Sullivan St Miami, Az 85539       | 12/26/19    | Served    |               |             | 130           | Mancha            |
| 12/24/19      | Summons                    | J0403CM2019-851  | Globe Regional Justice Court | State of Arizona      | Norma Gutierrez                               | Norma Gutierrez/3010 Natalie Cir. Globe, Az 85501           | None   | 12/24/19    | Attempted |               |             |               | Rodriguez         |
| 12/26/19      | Hearing Order on OP        | J0403PO2019-664  | Globe Regional Justice Court | Protected Information | Glenn Woodland                                | Protected Information                                       | Protected Information                                | 12/26/19    | Served    |               |             |               | Mancha            |
| 12/26/19      | Five Day Notice            | None             | None                         | Glenn Woodland        | Victoria Woodland                             | Victoria Woodland/231 E. Second Ave Hayden, Az 85135        | Victoria Woodland/231 E. Second Ave Hayden, Az 85135 | 12/26/19    | Served    |               |             |               | Mancha            |
| 12/24/19      | Summons                    | J0403CM2019-851  | Globe Regional Justice Court | State of Arizona      | Norma Gutierrez                               | Norma Gutierrez/3010 Natalie Cir. Globe, Az 85501           | None   | 12/26/19    | Attempted |               |             |               | Rodriguez         |
| 12/24/19      | Summons                    | J0403CM2019-851  | Globe Regional Justice Court | State of Arizona      | Norma Gutierrez                               | Norma Gutierrez/3010 Natalie Cir. Globe, Az 85501           | None   | 12/27/19    | Attempted |               |             | 31            | Rodriguez         |
| 12/24/19      | Summons                    | J0403CM2019-851  | Globe Regional Justice Court | State of Arizona      | Norma Gutierrez                               | Norma Gutierrez/3010 Natalie Cir. Globe, Az 85501           | Norma Gutierrez/1700 E. Ash St Globe, Az 85501       | 12/27/19    | Served    |               |             |               | Rodriguez         |
| 12/27/19      | Summons                    | J0403CM2019-858  | Globe Regional Justice Court | State of Arizona      | Edward Avalos                                 | Edward Avalos/391 E. Cuprite St Globe, Az 85501             | Edward Avalos/1100 South St Globe, Az 85501          | 12/27/19    | Served    |               |             |               | Rodriguez         |
| 12/27/19      | Criminal Subpoena          | J0403CM2019-619  | Globe Regional Justice Court | State of Arizona      | Lyle Pahe                                     | Officer McCall/175 N. Pine St Globe, Az 85501               | B. McCreary/175 N. Pine St Globe, Az 85501           | 12/27/19    | Served    |               |             |               | Rodriguez         |
| 12/26/19      | Notice to Appear; Petition | JV2019-176       | Gila County Superior Court   | State of Arizona      | Protected Information                         | Protected Information                                       | Protected Information                                | 12/27/19    | Served    |               |             |               | Rodriguez         |



### Constable Activity Log - Monthly

**Constable: Ruben Mancha**

**Deputy:** Dan Rodriguez

County: Gila

|           |       |
|-----------|-------|
| County:   | Gila  |
| Precinct: | Globe |

Constable Clerk: Michael Sellars

Constable Clerk: Michael Sellars



|  |
|--|
|  |
|  |
|  |
|  |

Total Cases Served/Attempted:

138

[illegible]



# GILA COUNTY TREASURER'S RECEIPT

## GILA COUNTY, ARIZONA

DATE 1/6/2020

127570 JAN-18

CONTRACT # \_\_\_\_\_

GRANT # \_\_\_\_\_

DEPOSIT TO FUND GENERAL FUND

FUND # \_\_\_\_\_

REMITTING AGENCY Globe Regional Constable # 321

BILLING PERIOD SERVICE FEES FOR DECEMBER 2019

| Account Code     | Direct Deposit / Check # | Revenue Description | Amount |    |
|------------------|--------------------------|---------------------|--------|----|
| 1005.321.3405.30 | CASH                     |                     | 512    | 00 |
|                  | 1491                     |                     | 56     | 00 |
|                  | 6751                     |                     | 48     | 00 |
|                  | 6503                     |                     | 64     | 00 |
|                  | 1854                     |                     | 87     | 00 |
|                  | 2094                     |                     | 64     | 00 |
|                  | 1185                     |                     | 354    | 00 |
|                  | 1186                     |                     | 40     | 00 |
|                  |                          |                     |        |    |
|                  |                          |                     |        |    |
|                  |                          |                     |        |    |
|                  |                          |                     |        |    |
|                  |                          |                     | 1225   | 00 |

Preparer Signature: Michael Szymanski

Title Constable

Approved Signature: Rob Mah

Title CONSTABLE

### SUMMARY OF DEPOSIT

|          |                           |
|----------|---------------------------|
| Currency | 512                       |
| Coins    |                           |
| Checks   | 713.00 <del>1113.00</del> |
| Total    | 1225.00                   |

$2 \times 50 = 100$   
 $18 \times 20 = 360$   
 $8 \times 5 = 40$   
 $12 \times 1 = 12$

TREASURER By [Signature]

Date 1/7/2020

ORIGINATING OFFICE

141343

**ARF-5852**

**Consent Agenda Item 4. I.**

**Regular BOS Meeting**

**Meeting Date:** 02/04/2020

**Reporting Period:** Payson Regional Constable's Office Monthly Report for December 2019

**Submitted For:** Tony McDaniel, Payson Regional Constable

**Submitted By:** Kimberly Rust, Constable Clerk

---

**Information**

**Subject**

Payson Regional Constable's Office Monthly Report for December 2019

**Suggested Motion**

Acknowledgement of the December 2019 monthly activity report submitted by the Payson Regional Constable's Office.

---

**Attachments**

December 2019

---



**Terry Phillips**  
Deputy Constable



**Kimberly Rust**  
Clerk of the Constable

Office of  
**Payson Regional Constable**  
**Tony McDaniel**

## **DECEMBER 2019 MONTHLY REPORT**

### **TABLE OF CONTENTS**

MONTHLY ACTIVITY LETTER

FEES COLLECTED

CONSTABLE LOG

TREASURER'S RECEIPT

Terry Phillips  
Deputy Constable



Kimberly Rust  
Constable Clerk

Office of  
Payson Regional Constable  
Tony McDaniel

, 2019

Gila County Board of Supervisors  
1400 East Ash St  
Globe AZ 85501

**PAYSON REGIONAL CONSTABLE'S OFFICE MONTHLY ACTIVITY LETTER**

For the month of **December 2019**, the Payson Regional Constable's Office:

Received a total of 107 papers for service with 154 attempts.

Drove a total of 2003.6 miles.

Collected a total of \$1384.68 as follows:

|   |                          |
|---|--------------------------|
| Total Deposited:                                    | \$1,384.68               |
| Less Refunds:                                       | <u>\$81.12</u>           |
| Paid to General Fund:                               | \$1,303.52               |
| Additonal Funds from an IGA from the Town of Payson | \$875.00                 |
| Grand Total Paid to General Fund:                   | <u><u>\$2,178.52</u></u> |

Respectfully submitted,

Tony McDaniel  
Payson Regional Constable  
Gila County, Payson, Arizona



[illegible][illegible]



# Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips

County: Gila

Constable Clerk: Kimberly Rust

Precinct: Payson



Total Cases Served/Attempted:

154

Mileage Total: 2003.6

| Date Received | Type of Document                     | Case No.          | Court                                   | Plaintiff   | Defendant                  | Address   | Person Served/ Served Via                                   | Date Served | Service   | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|--------------------------------------|-------------------|---|---|----------------------------|---|---|-------------|-----------|---------------|-------------|---------------|-------------------|
| 6/2/19        | Civil Standby                        | None              | None                                    | Did a Civil Stand By for 2 hours at 702 N Matatal Payson AZ 85541           |                            |   | N/A   | 12/2/19     | Complete  |               |             | 87.4          | McDaniel          |
| 6/2/19        | Divorce Packet                       | DO201900295       | Gila County Superior Court              | Ginny Good  | Ronald Good                | Ronald Good / 2409 W Palmer Dr Payson AZ 85541              | Ronald Good / 2409 W Palmer Dr Payson AZ 85541              | 12/2/19     | Served    |               |             |               | McDaniel          |
| 6/2/19        | Child Custody Packet                 | P0400DO201100367  | Gila County Superior Court              | Mark Stuyvesant   | Amanda Stuyvesant          | Amanda Stuyvesant / 604 S Bootleg Payson AZ 85541           | None  | 12/2/19     | Attempted |               |             |               | McDaniel          |
| 6/2/19        | Child Custody Packet                 | P0400DO201100367  | Gila County Superior Court              | Mark Stuyvesant   | Amanda Stuyvesant          | Amanda Stuyvesant / 128 E HWY 260 Payson AZ 85541           | Amanda Stuyvesant / 128 E HWY 260 Payson AZ 85541           | 12/2/19     | Served    |               |             |               | McDaniel          |
| 12/2/19       | Child Custody Packet                 | DO201500343       | Gila County Superior Court              | Nicholas Duell  | Sierra Helmer              | Sierra Helmer / 215 E Pine ST Payson AZ 85541               | None  | 12/2/19     | Attempted |               |             |               | McDaniel          |
| 12/2/19       | Injunction Against Harassment        | J0404PO2019005377 | Payson Regional Justice Court           | Protected Information   | Deanna White               | Deanna White / 930 Christopher Creek Loop / Payson AZ 85541 | Deanna White / 930 Christopher Creek Loop / Payson AZ 85541 | 12/2/19     | Served    |               |             |               | McDaniel          |
| 12/2/19       | Injunction Against Harassment        | J0044PO2019005378 | Payson Regional Justice Court           | Protected Information   | Rita Magness               | Rita Magness / 153 W Blanche BLVD Rye AZ 85541              | Rita Magness / 153 W Blanche BLVD Rye AZ 85541              | 12/2/19     | Served    |               |             |               | McDaniel          |
| 12/3/19       | Delivery of Report                   | None              | None                                    | Delivered Juvenile Report to Probation for the Gila County Sheriff's Office |                            |   | N/A   | 12/3/19     | Delivered |               |             | 60.9          | McDaniel          |
| 12/2/19       | 5 Day Notice to Vacate               | None              | None                                    | Melinda Jones   | Gloria Webb                | Gloria Webb / 406 S Arroyo Dr Payson AZ 85541               | Gloria Webb / 406 S Arroyo Dr Payson AZ 85541               | 12/3/19     | Served    |               |             |               | McDaniel          |
| 12/3/19       | Subpoena                             | J0404CT2019005554 | Payson Regional Justice Court           | State of Arizona  | Mary Sutherland            | Trooper Aldridge / 201 N Colcord Payson AZ 85541            | Trooper Aldridge / 108 W Main St Payson AZ 85541            | 12/3/19     | Served    |               |             |               | McDaniel          |
| 12/2/19       | Child Custody Packet                 | DO201500343       | Gila County Superior Court              | Nicholas Duell  | Sierra Helmer              | Sierra Helmer / 201 W Main St Payson AZ 85541               | Sierra Helmer / 201 W Main St Payson AZ 85541               | 12/3/19     | Served    |               |             |               | McDaniel          |
| 12/3/19       | Notice of Breach and to Vacate       | None              | None                                    | Collins & Collins   | Brett DaCosta              | Brett DaCosta / 509 S Beeline HWY Payson AZ 85541           | Brett DaCosta / 509 S Beeline HWY Payson AZ 85541           | 12/3/19     | Served    |               |             |               | McDaniel          |
| 12/3/19       | Summons & Complaint                  | 2019CV5396UN      | Payson Regional Justice Court           | LVNV Funding LLC  | Louise Salzsieder 7 J. Doe | Louise Salzsieder / 915 W Wilderness TRL Payson AZ 85541    | Deceased  | 12/3/19     | Attempted |               |             |               | McDaniel          |
| 12/3/19       | Summons & Complaint                  | 2019CV5397        | Payson Regional Justice Court           | LVNV Funding LLC  | Kathleen Stoker & J. Doe   | Kathleen Stoker / 801 W Longhorn #1 Payson AZ 85541         | Kathleen Stoker / 801 W Longhorn #1 Payson AZ 85541         | 12/3/19     | Served    |               |             |               | McDaniel          |
| 12/3/19       | Order of Protection                  | J0404PO201900118  | Payson Regional Justice Court           | Protected Information   | Kevin Aldridge             | Kevin Aldridge / 1305 W Remuda Way Payson AZ 85541          | None  | 12/3/19     | Attempted |               |             |               | McDaniel          |
| 12/3/19       | Order to Appear; Petition to Enforce | DO201400377       | Gila County Superior Court              | Jesse Keahey  | Kayla Vazquez              | Kayla Vazquez / 500 E Rancho Payson AZ 85541                | Kayla Vazquez / 500 E Rancho Payson AZ 85541                | 12/4/19     | Served    |               |             | 134.7         | Phillips          |
| 12/2/19       | Notice, Petition                     | EQQEQ026346       | Iowa District Court of Van Buren County | Reverse Mortgage Solutions Inc  | Julie Walker & J. Doe      | Julie Walker & J. Doe / 605 S Hill St Payson AZ 85541       | None  | 12/4/19     | Attempted |               |             |               | Phillips          |
| 12/2/19       | Notice, Petition                     | EQQEQ026346       | Iowa District Court of Van Buren County | Reverse Mortgage Solutions Inc  | Julie Walker & J. Doe      | Julie Walker & J. Doe / 300 W Frontier #7 Payson AZ 85541   | None  | 12/4/19     | Attempted |               |             |               | Phillips          |
| 12/2/19       | Notice, Petition                     | EQQEQ026346       | Iowa District Court of Van Buren County | Reverse Mortgage Solutions Inc  | Julie Walker & J. Doe      | Julie Walker & J. Doe / 105 E Main St #223 Payson AZ 85541  | Julie Walker & J. Doe / 105 E Main St #223 Payson AZ 85541  | 12/4/19     | Served    |               |             |               | Phillips          |

# Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips

County: Gila  
Precinct: Payson

Constable Clerk: Kimberly Rust



Total Cases Served/Attempted:

154

Mileage Total: 2003.6

| Date Received | Type of Document                 | Case No.              | Court   | Plaintiff             | Defendant                  | Address   | Person Served/ Served Via   | Date Served | Service                | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|----------------------------------|-----------------------|---|-----------------------|----------------------------|---|---|-------------|------------------------|---------------|-------------|---------------|-------------------|
| 12/2/19       | Summons, Notice                  | 05-2019-CA-054531     | 18 Circuit Court<br>brevard County<br>Florida | Deutsche Bank         | Siwapakorn Sanguanwitsakul | Siwapakorn Sanguanwitsakul / 136 E St<br>HWY 260 Payson AZ 85541  | Siwapakorn Sanguanwitsakul /<br>136 E St HWY 260 Payson AZ<br>85541 | 12/4/19     | Served                 |               |             |               | Phillips          |
| 12/4/19       | Injunction Against<br>Harassment | J0404PO20190053<br>83 | Payson Regional<br>Justice Court              | Protected Information | Kenneth Kirk               | Kenneth Kirk / 585 N Sleepy Hollow Ln #23<br>Tonto Basin AZ 85544 | None  | 12/4/19     | Attempted              |               |             |               | Phillips          |
| 12/4/19       | Injunction Against<br>Harassment | J0404PO20190053<br>83 | Payson Regional<br>Justice Court              | Protected Information | Kenneth Kirk               | Kenneth Kirk / 143 E Tonto Creek Trl Tonto<br>Basin AZ 85544      | Kenneth Kirk / 143 E Tonto<br>Creek Trl Tonto Basin AZ 85544        | 12/4/19     | Served                 |               |             |               | Phillips          |
| 12/3/19       | Summons                          | J0404CF20190053<br>20 | Payson Regional<br>Justice Court              | State of Arizona      | Samantha Evans             | Samantha Evans / 533 N Pioneer Pass<br>Tonto Basin AZ 85544       | None  | 12/4/19     | Attempted              |               |             |               | Phillips          |
| 12/3/19       | Order of Protection              | J0404PO20190011<br>8  | Payson Regional<br>Justice Court              | Protected Information | Kevin Aldridge             | Kevin Aldridge / 1305 W Remuda Way<br>Payson AZ 85541             | None  | 12/4/19     | Attempted              |               |             |               | McDaniel          |
| 12/3/19       | Summons                          | J0404CF20190053<br>20 | Payson Regional<br>Justice Court              | State of Arizona      | Samantha Evans             | Samantha Evans / 533 N Pioneer Pass<br>Tonto Basin AZ 85544       | None  | 12/5/19     | Attempted              |               |             | 216.9         | Phillips          |
| 12/5/19       | Arrest Warrant                   | M0444TR2019013<br>020 | Payson Magistrate<br>Court                    | State of Arizona      | Danielle Culp              | Danielle Culp / 108 W Main St Payson AZ<br>85541                  | Danielle Culp / 108 W Main St<br>Payson AZ 85541                    | 12/5/19     | Informed of<br>Warrant |               |             |               | McDaniel          |
| 12/3/19       | Summons                          | J0404CF20190053<br>20 | Payson Regional<br>Justice Court              | State of Arizona      | Samantha Evans             | Samantha Evans / 533 N Pioneer Pass<br>Tonto Basin AZ 85544       | Samantha Evans / 533 N<br>Pioneer Pass Tonto Basin AZ<br>85544      | 12/5/19     | Served                 |               |             |               | Phillips          |
| 12/5/19       | Notice of Intent                 | None                  | None  | Bret daCosta          | Helmer Brothers Properties | Helmer Brothers Properties / 513 S Beeline<br>HWY Payson AZ 85541 | Scott Helmer / 513 S Beeline<br>HWY Payson AZ 85541                 | 12/5/19     | Served                 |               |             |               | Phillips          |
| 12/5/19       | Order of Protection              | J0404PO20190053<br>86 | Payson Regional<br>Justice Court              | Protected Information | Emmett Deburger            | Emmett Deburger / 5568 N AZ HWY 188<br>Jakes Corner, AZ 85541     | None  | 12/5/19     | Attempted              |               |             |               | McDaniel          |
| 12/5/19       | Order of Protection              | J0404PO20190053<br>86 | Payson Regional<br>Justice Court              | Protected Information | Emmett Deburger            | Emmett Deburger / 313 S Beeline HWY<br>Payson AZ 85541            | Emmett Deburger / 313 S<br>Beeline HWY Payson AZ 85541              | 12/5/19     | Served                 |               |             |               | Phillips          |
| 12/5/19       | Injunction Against<br>Harassment | J0404PO20190053<br>87 | Payson Regional<br>Justice Court              | Protected Information | Joseph Mustaca Jr          | Jospeh Mustaca Jr / 906 E Wagon Wheel Cir<br>Payson AZ 85541      | None  | 12/5/19     | Attempted              |               |             |               | McDaniel          |
| 12/5/19       | Injunction Against<br>Harassment | J0404PO20190053<br>87 | Payson Regional<br>Justice Court              | Protected Information | Joseph Mustaca Jr          | Jospeh Mustaca Jr / 219 Thundermountain<br>Payson AZ 85541        | Jospeh Mustaca Jr / 219<br>Thundermountain Payson AZ<br>85541       | 12/5/19     | Served                 |               |             |               | McDaniel          |
| 11/20/19      | Warrant                          | M0444CR2019012<br>128 | Payson Magistrate<br>Court                    | State of Arizona      | Logan Titus-Zimmerschied   | Logan Titus-Zimmerschied / 108 W. Main<br>St. Payson AZ 85541     | None  | 12/9/19     | Attempted              |               |             | 112.0         | McDaniel          |
| 11/20/19      | Warrant                          | M0444CR2018012<br>390 | Payson Magistrate<br>Court                    | State of Arizona      | Logan Titus-Zimmerschied   | Logan Titus-Zimmerschied / 108 W. Main<br>St. Payson AZ 85541     | None  | 12/9/19     | Attempted              |               |             |               | McDaniel          |
| 12/9/19       | Order of Protection              | J0404PO20190053<br>90 | Payson Regional<br>Justice Court              | Protected Information | Beverly Brooks             | Beverly Brooks / 112 N Asher Rd Tonto<br>Basin AZ 85553           | Beverly Brooks / 112 N Asher<br>Rd Tonto Basin AZ 85553             | 12/9/19     | Served                 |               |             |               | McDaniel          |
| 12/9/19       | Eviction Action Hearing          | J0404CV20190054<br>28 | Payson Regional<br>Justice Court              | Melinda Jones         | Gloria Webb                | Gloria Webb / 406 S Arroyo Dr Payson AZ<br>85541                  | Gloria Webb / 406 S Arroyo Dr<br>Payson AZ 85541                    | 12/9/19     | Served                 |               |             |               | McDaniel          |
| 12/3/19       | Order of Protection              | J0404PO20190011<br>8  | Payson Regional<br>Justice Court              | Protected Information | Kevin Aldridge             | Kevin Aldridge / 1305 W Remuda Way<br>Payson AZ 85541             | None  | 12/9/19     | Attempted              |               |             |               | McDaniel          |
| 12/10/19      | Summons                          | M0444CM2019013<br>110 | Payson Magistrate<br>Court                    | State of Arizona      | Tyler Herrera              | Tyler Herrera / 603 S ST Phillips Payson AZ<br>85541              | In AZDOC  | 12/10/19    | Attempted              |               |             | 71.6          | McDaniel          |



# Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips  
Constable Clerk: Kimberly Rust

County: Gila  
Precinct: Payson



Total Cases Served/Attempted:

154

Mileage Total: 2003.6

| Date Received | Type of Document    | Case No.          | Court                         | Plaintiff                                | Defendant                                       | Address  | Person Served/ Served Via                                | Date Served | Service   | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|---------------------|-------------------|-------------------------------|--|---|--|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 12/10/19      | Summons             | M0444CM2019013111 | Payson Magistrate Court       | State of Arizona                         | Joshua Atterbury                                | Joshua Atterbury / 505 E Alpine Dr Payson AZ 85541                                 | None   | 12/10/19    | Attempted |               |             |               | McDaniel          |
| 12/10/19      | Summons             | M0444CM2019013111 | Payson Magistrate Court       | State of Arizona                         | Joshua Atterbury                                | Joshua Atterbury / 301 S McLane Payson AZ 85541                                    | Joshua Atterbury / 301 S McLane Payson AZ 85541          | 12/10/19    | Served    |               |             |               | McDaniel          |
| 12/10/19      | Order to Show Cause | M0444CR2018012251 | Payson Magistrate Court       | State of Arizona                         | Zachary Loges                                   | Zachary Loges / 101 W Phoenix St #113 Payson AZ 85541                              | None   | 12/10/19    | Attempted |               |             |               | McDaniel          |
| 12/11/19      | Summons & Complaint | CV2019005394      | Payson Regional Justice Court | We Build Green LLC Glen Whitlock         | Church on the Street Joseph Corrigan & Don Lees | Church on the Street Joseph Corrigan & Don Lees / 401 S Mariposa St Payson AZ 8541 | None   | 12/11/19    | Attempted |               |             |               | McDaniel          |
| 12/11/19      | Summons             | CR2019542         | Gila County Superior Court    | State of Arizona                         | Michael Smith                                   | Michael Smith / 600 S Oak St #5 Payson AZ 85541                                    | None   | 12/11/19    | Attempted |               |             |               | McDaniel          |
| 12/11/19      | Summons & Complaint | CV2019005394      | Payson Regional Justice Court | We Build Green LLC Glen Whitlock         | Church on the Street Joseph Corrigan & Don Lees | Church on the Street Joseph Corrigan & Don Lees / 401 S Mariposa St Payson AZ 8541 | Joseph Corrigan / 401 S Mariposa St Payson AZ 85541      | 12/11/19    | Served    |               |             |               | McDaniel          |
| 12/10/19      | Order to Show Cause | M0444CR2018012251 | Payson Magistrate Court       | State of Arizona                         | Zachary Loges                                   | Zachary Loges / 101 W Phoenix St #113 Payson AZ 85541                              | Zachary Loges / 206 S Beeline HWY Payson AZ 85541        | 12/11/19    | Served    |               |             |               | McDaniel          |
| 12/11/19      | Summons & Complaint | CC2019245098RC    | Arcadia Bitmore Justice Court | American Family Mutual Insurance Company | Christopher Reynolds & J. Doe                   | Christopher Reynolds / 609 E Phoenix St Payson AZ 85541                            | Moved to Ohio  | 12/11/19    | Attempted |               |             |               | McDaniel          |
| 12/11/19      | Summons             | M0444TR2019013038 | Payson Magistrate Court       | State of Arizona                         | Nicholas Gregory                                | Nicholas Gregory / 1117 S Promontory Way Payson AZ 85541                           | None   | 12/11/19    | Attempted |               |             |               | McDaniel          |
| 12/11/19      | Summons             | M0444CM2019013116 | Payson Magistrate Court       | State of Arizona                         | Kendra Hall                                     | Kendra Hall / 603 E Evergreen St Payson AZ 85541                                   | None   | 12/11/19    | Attempted |               |             |               | McDaniel          |
| 12/11/19      | Order to Show Cause | J0404TR2009001996 | Payson Regional Justice Court | State of Arizona                         | Jordan Bane                                     | Jordan Bane / Unknown  | Spoke on phone / Moved to Valley                         | 12/11/19    | Attempted |               |             |               | McDaniel          |
| 12/11/19      | Order to Show Cause | M0444CR2017012368 | Payson Magistrate Court       | State of Arizona                         | Joseph Lorig                                    | Joseph Lorig / 707 N William Tell Cir Payson AZ 85541                              | None   | 12/11/19    | Attempted |               |             |               | McDaniel          |
| 12/11/19      | Order to Show Cause | M0444CR2017012368 | Payson Magistrate Court       | State of Arizona                         | Joseph Lorig                                    | Joseph Lorig / 303 S Goodnow #C Payson AZ 85541                                    | None   | 12/11/19    | Attempted |               |             |               | McDaniel          |
| 12/12/19      | Order of Protection | J0404PO2019005391 | Payson Regional Justice Court | Protected Information                    | Gilbert Cortez                                  | Gilbert Cortez / 206 S Colcord Rd Payson AZ 85541                                  | None   | 12/12/19    | Attempted |               |             |               | McDaniel          |
| 12/11/19      | Summons             | M0444CM2019013116 | Payson Magistrate Court       | State of Arizona                         | Kendra Hall                                     | Kendra Hall / 815 S Beeline HWY Payson AZ 85541                                    | Kendra Hall / 815 S Beeline HWY Payson AZ 85541          | 12/12/19    | Served    |               |             |               | McDaniel          |
| 12/11/19      | Summons             | M0444TR2019013038 | Payson Magistrate Court       | State of Arizona                         | Nicholas Gregory                                | Nicholas Gregory / 1117 S Promontory Way Payson AZ 85541                           | Nicholas Gregory / 1117 S Promontory Way Payson AZ 85541 | 12/12/19    | Served    |               |             |               | McDaniel          |
| 12/12/19      | Divorce Packet      | DO201900320       | Gila County Superior Court    | Joshua Goode                             | Lindsey Johnson                                 | Lindsey Johnson / 702 N Mazatzal Cir Payson AZ 85541                               | Lindsey Johnson / 702 N Mazatzal Cir Payson AZ 85541     | 12/12/19    | Served    |               |             |               | McDaniel          |
| 12/11/19      | Order to Show Cause | M0444CR2017012368 | Payson Magistrate Court       | State of Arizona                         | Joseph Lorig                                    | Joseph Lorig / 303 S Goodnow #C Payson AZ 85541                                    | Joseph Lorig / 303 S Goodnow #C Payson AZ 85541          | 12/12/19    | Served    |               |             |               | McDaniel          |
| 12/12/19      | Subpoena            | J0404CT2019005610 | Payson Regional Justice Court | State of Arizona                         | Kyle Notah                                      | Trooper Halenar / 201 N Colcord Payson AZ 85541                                    | Sgt Manjarres / 201 N Colcord Payson AZ 85541            | 12/12/19    | Served    |               |             |               | McDaniel          |



# Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips  
Constable Clerk: Kimberly Rust

County: Gila  
Precinct: Payson



Total Cases Served/Attempted:

154

Mileage Total: 2003.6

| Date Received | Type of Document                | Case No.           | Court                         | Plaintiff                        | Defendant              | Address  | Person Served/ Served Via  | Date Served | Service   | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|---------------------------------|--------------------|-------------------------------|----------------------------------|------------------------|--|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 12/12/19      | Summons & Complaint             | 2019CV541UN        | Payson Regional Justice Court | Citibank N.A.                    | Gudia Wise             | Gudia Wise / 1107 S Elk Ridge Pt Payson AZ 85541           | Gudia Wise / 1107 S Elk Ridge Pt Payson AZ 85541                         | 12/12/19    | Served    |               |             |               | McDaniel          |
| 12/13/19      | Summons                         | J0404CM20190053 68 | Payson Regional Justice Court | State of Arizona                 | Jordan Anderson        | Jordan Anderson / 624 N Ponderosa Payson AZ 85541          | None   | 12/13/19    | Attempted |               |             | 81.1          | McDaniel          |
| 12/11/19      | Notice & Summons                | CC2019245098RC     | North Mesa Justice Court      | Tio Rico Te Ayuda of Arizona INC | Sara Labreck           | Sara Labreck / 600 S Ponderosa #B Payson AZ 85541          | None   | 12/13/19    | Attempted |               |             |               | McDaniel          |
| 12/13/19      | Child Custody Packet            | DO201900274        | Gila County Superior Court    | Jason D Jordan                   | Brandy A Jordan        | Jason D Jordan / 500 S Beeline HWY Payson AZ 85541         | Jason D Jordan / 500 S Beeline HWY Payson AZ 85541                       | 12/16/19    | Served    |               |             | 152.4         | McDaniel          |
| 12/13/19      | Summons; Complaint for Eviction | CV2019005439       | Payson Regional Justice Court | Jakes Corner RV                  | Ronald Brod            | Ronald Brod / 57560 N AZ HWY 188 #99 Jakes Corner AZ 85541 | Posted & Certified Mailed / 57560 N AZ HWY 188 #99 Jakes Corner AZ 85541 | 12/16/19    | Served    |               |             |               | McDaniel          |
| 12/13/19      | Summons                         | J0404CM20190053 68 | Payson Regional Justice Court | State of Arizona                 | Jordan Anderson        | Jordan Anderson / 624 N Ponderosa Payson AZ 85541          | None   | 12/16/19    | Attempted |               |             |               | McDaniel          |
| 12/13/19      | Summons                         | J0404CM20190053 68 | Payson Regional Justice Court | State of Arizona                 | Jordan Anderson        | Jordan Anderson / 3285 N Miller Dr Pine, AZ 85544          | None   | 12/16/19    | Attempted |               |             |               | McDaniel          |
| 12/16/19      | Subpoena                        | 2019CR12240        | Payson Magistrate Court       | State of Arizona                 | John Lewis             | Eric Smith / Protected Information                         | Eric Smith / Protected Information                                       | 12/16/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Bond Forfeiture Hearing         | J0404CR20180000 89 | Payson Regional Justice Court | State of Arizona                 | Timothy William Stucke | Timothy William Stucke / Transient                         | Timothy William Stucke / 3738Ellison Dr Pine AZ 85544                    | 12/16/19    | Served    |               |             |               | McDaniel          |
| 12/11/19      | Notice & Summons                | CC2019245098RC     | North Mesa Justice Court      | Tio Rico Te Ayuda of Arizona INC | Sara Labreck           | Sara Labreck / 600 S Ponderosa #B Payson AZ 85541          | None   | 12/16/19    | Attempted |               |             |               | McDaniel          |
| 12/11/19      | Notice & Summons                | CC2019245098RC     | North Mesa Justice Court      | Tio Rico Te Ayuda of Arizona INC | Sara Labreck           | Sara Labreck / 600 S Ponderosa #B Payson AZ 85541          | Sara Labreck / 600 S Ponderosa #B Payson AZ 85541                        | 12/16/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Injunction Against Harassment   | J0404PO20190053 92 | Payson Regional Justice Court | Protected Information            | Protected Information  | Protected Information                                      | Protected Information  | 12/16/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Injunction Against Harassment   | J0404PO20190053 92 | Payson Regional Justice Court | Protected Information            | Protected Information  | Rebecca Warren / Protected Information                     | Rebecca Warren / Protected Information                                   | 12/16/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Injunction Against Harassment   | J0404PO20190053 93 | Payson Regional Justice Court | Protected Information            | Protected Information  | Protected Information                                      | None   | 12/16/19    | Attempted |               |             |               | McDaniel          |
| 12/16/19      | Injunction Against Harassment   | J0404PO20190053 93 | Payson Regional Justice Court | Protected Information            | Protected Information  | Karee Moore / Protected Information                        | None   | 12/16/19    | Attempted |               |             |               | McDaniel          |
| 12/16/19      | Injunction Against Harassment   | J0404PO20190053 94 | Payson Regional Justice Court | Protected Information            | Protected Information  | Protected Information                                      | Protected Information  | 12/16/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Injunction Against Harassment   | J0404PO20190053 94 | Payson Regional Justice Court | Protected Information            | Protected Information  | Michael Mitchell / Protected Information                   | Michael Mitchell / Protected Information                                 | 12/16/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Injunction Against Harassment   | J0404PO20190053 93 | Payson Regional Justice Court | Protected Information            | Protected Information  | Protected Information                                      | Protected Information  | 12/16/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Injunction Against Harassment   | J0404PO20190053 93 | Payson Regional Justice Court | Protected Information            | Protected Information  | Karee Moore / Protected Information                        | Karee Moore / Protected Information                                      | 12/16/19    | Served    |               |             |               | McDaniel          |

# Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips

County: Gila

Precinct: Payson

Constable Clerk: Kimberly Rust



Total Cases Served/Attempted:

**154**

Mileage Total: **2003.6**

| Date Received | Type of Document           | Case No.          | Court                      | Plaintiff        | Defendant             | Address   | Person Served/ Served Via                                    | Date Served | Service   | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|----------------------------|-------------------|----------------------------|------------------|-----------------------|---|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 12/16/19      | Subpoena                   | 2019CR12240       | Payson Magistrate Court    | State of Arizona | John Lewis            | William Coppernoll / Protected Information            | None   | 12/16/19    | Attempted |               |             |               | McDaniel          |
| 12/16/19      | Subpoena                   | 2019CR12240       | Payson Magistrate Court    | State of Arizona | John Lewis            | William Coppernoll / Protected Information            | William Coppernoll / Protected Information                   | 12/16/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Notice to Appear; Petition | JV201900174       | Gila County Superior Court | State of Arizona | Protected Information | Mirasol Nava-Rovas / Protected Information            | Mirasol Nava-Rovas / Protected Information                   | 12/16/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Notice to Appear; Petition | JV201900174       | Gila County Superior Court | State of Arizona | Protected Information | Protected Information                                 | Protected Information  | 12/16/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Criminal Subpoena          | CR201900130       | Gila County Superior Court | State of Arizona | Clyde Hubbard         | Officer Evans / 303 N Beeline HWY Payson AZ 85541     | PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541 | 12/17/19    | Served    |               |             | 90.6          | McDaniel          |
| 12/16/19      | Criminal Subpoena          | CR201900130       | Gila County Superior Court | State of Arizona | Clyde Hubbard         | Detective Varga / 303 N Beeline HWY Payson AZ 85541   | PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541 | 12/17/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Criminal Subpoena          | CR201900130       | Gila County Superior Court | State of Arizona | Clyde Hubbard         | Sgt McAnerny / 303 N Beeline HWY Payson AZ 85541      | PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541 | 12/17/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Criminal Subpoena          | CR201900130       | Gila County Superior Court | State of Arizona | Clyde Hubbard         | Detective Johnson / 303 N Beeline HWY Payson AZ 85541 | PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541 | 12/17/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Criminal Subpoena          | CR201900130       | Gila County Superior Court | State of Arizona | Clyde Hubbard         | Officer Brennan / 303 N Beeline HWY Payson AZ 85541   | PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541 | 12/17/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Criminal Subpoena          | CR201900130       | Gila County Superior Court | State of Arizona | Clyde Hubbard         | Alicia Kerbo / Protected Information                  | Alicia Kerbo / Protected Information                         | 12/17/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Criminal Subpoena          | CR201900130       | Gila County Superior Court | State of Arizona | Clyde Hubbard         | Deon Smoyer / Protected Information                   | Deon Smoyer / Protected Information                          | 12/17/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Criminal Subpoena          | CR201900130       | Gila County Superior Court | State of Arizona | Clyde Hubbard         | Brett Underhill / Protected Information               | Brett Underhill / Protected Information                      | 12/17/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Criminal Subpoena          | CR201900130       | Gila County Superior Court | State of Arizona | Clyde Hubbard         | Clay Begel / Protected Information                    | Clay Begel / Protected Information                           | 12/17/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Criminal Subpoena          | CR201900130       | Gila County Superior Court | State of Arizona | Clyde Hubbard         | Dan Dillon / Protected Information                    | Moved out of state   | 12/17/19    | Served    |               |             |               | McDaniel          |
| 12/16/19      | Criminal Subpoena          | CR201900130       | Gila County Superior Court | State of Arizona | Clyde Hubbard         | Detective Cadwell / 303 N Beeline HWY Payson AZ 85541 | No longer with Payson PD                                     | 12/17/19    | Attempted |               |             |               | McDaniel          |
| 12/16/19      | Criminal Subpoena          | CR201900130       | Gila County Superior Court | State of Arizona | Clyde Hubbard         | Detective Cadwell / 108 W Main St Payson AZ 85541     | Detective Cadwell / 108 W Main St Payson AZ 85541            | 12/17/19    | Served    |               |             |               | McDaniel          |
| 12/17/19      | Child Custody Packet       | DO20180002        | Gila County Superior Court | Mandy O'Dell     | Aaron O'Dell          | Mady O'Dell / 1305 W Remuda Way Payson AZ 85541       | None   | 12/17/19    | Attempted |               |             |               | McDaniel          |
| 12/17/19      | Child Custody Packet       | DO20180002        | Gila County Superior Court | Mandy O'Dell     | Aaron O'Dell          | Mady O'Dell / 1305 W Remuda Way Payson AZ 85541       | None   | 12/17/19    | Attempted |               |             |               | McDaniel          |
| 12/17/17      | Order to Show Cause        | M0444CR2019012092 | Payson Magistrate Court    | State of Arizona | Jay Joslin            | Jay Joslin / Transient                                | Not in area  | 12/18/19    | Attempted |               |             | 198.7         | McDaniel          |



# Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips

County: Gila

Precinct: Payson

Constable Clerk: Kimberly Rust



Total Cases Served/Attempted:

154

Mileage Total: 2003.6

| Date Received | Type of Document          | Case No.          | Court                         | Plaintiff                                      | Defendant               | Address   | Person Served/ Served Via                                      | Date Served | Service             | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|---------------------------|-------------------|-------------------------------|--|-------------------------|---|--|-------------|---------------------|---------------|-------------|---------------|-------------------|
| 12/17/19      | Child Custody Packet      | DO20180002        | Gila County Superior Court    | Mandy O'Dell                                   | Aaron O'Dell            | Mady O'Dell / 1305 W Remuda Way Payson AZ 85541             | Mady O'Dell / 1305 W Remuda Way Payson AZ 85541                | 12/18/19    | Served              |               |             |               | McDaniel          |
| 12/19/19      | Subpoena                  | M0444CT2019013133 | Payson Magistrate Court       | State of Arizona                               | Jacqueline Watts        | Officer Bathke / 303 N Beeline HWY Payson AZ 85541          | PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541   | 12/19/19    | Served              |               |             | 34.3          | McDaniel          |
| 12/19/19      | Subpoena                  | M0444CT2019013137 | Payson Magistrate Court       | State of Arizona                               | Deanna Viggiani         | Officer Brennan / 303 N Beeline HWY Payson AZ 85541         | PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541   | 12/19/19    | Served              |               |             |               | McDaniel          |
| 12/19/19      | Subpoena                  | J0404CT2019006001 | Payson Regional Justice Court | State of Arizona                               | Shannon Smith           | Trooper Harold / 201 N Colcord Rd Payson AZ 85541           | Trooper Harold / 200 N Colcord Rd Payson AZ 85541              | 12/19/19    | Served              |               |             |               | McDaniel          |
| 12/19/19      | Eviction Action Hearing   | J0404CV2019005446 | Payson Regional Justice Court | Briley Management LLC / CY 90 MHP Holdings LLC | Cheyenne Gore           | Cheyenne Gore / 300 W Bonita #13 Payson AZ 85541            | Posted & Certified Mailed / 300 W Bonita #13 Payson AZ 85541   | 12/20/19    | Served              |               |             | 97.9          | McDaniel          |
| 12/20/19      | Summons & Complaint       | CV2019005415      | Payson Regional Justice Court | Ray Pugel                                      | Danielle Wright         | Danielle Wright / 5088 N Spruce Dr Pine AZ 85544            | None   | 12/20/19    | Attempted           |               |             |               | McDaniel          |
| 12/20/19      | Summons & Complaint       | CV2019005415      | Payson Regional Justice Court | Ray Pugel                                      | Danielle Wright         | Danielle Wright / 3758 E HWY 260 #4 Star Valley AZ 85541    | Danielle Wright / 3758 E HWY 260 #4 Star Valley AZ 85541       | 12/20/19    | Served              |               |             |               | McDaniel          |
| 12/20/19      | Alias Summons & Complaint | S0400CV201900244  | Gila County Superior Court    | ED A KID LLC                                   | Jane doe I & John Doe I | Jane Doe I & John Doe I / 209 S Thomas Lane Payson AZ 85541 | None   | 12/20/19    | Attempted           |               |             |               | McDaniel          |
| 12/20/19      | Subpoena                  | J0404CF2019005321 | Payson Regional Justice Court | State of Arizona                               | Michael Murphy          | Officer Bogatko / 303 N Beeline HWY Payson AZ 8541          | PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541   | 12/20/19    | Served              |               |             |               | McDaniel          |
| 12/20/19      | Child Custody Packet      | S1100DO201901306  | Pinal County Superior Court   | Sarah Finch                                    | Alex Alexander          | Alex Alexander / 1107 S McClane Rd Payson AZ 85541          | None   | 12/20/19    | Attempted           |               |             |               | McDaniel          |
| 12/20/19      | Child Custody Packet      | S1100DO201901306  | Pinal County Superior Court   | Sarah Finch                                    | Alex Alexander          | Alex Alexander / 1302 N Beeline HWY #A Payson AZ 85541      | Alex Alexander / 1302 N Beeline HWY #A Payson AZ 85541         | 12/20/19    | Served              |               |             |               | McDaniel          |
| 12/20/19      | Summons & Complaint       | CV2019005447      | Payson Regional Justice Court | James & Patricia Steely                        | Sabina Howard           | Sabina Howard / 610 E Continental Dr Payson AZ 85541        | None   | 12/21/19    | Attempted           |               |             | 0.0           | Deputy Highstreet |
| 12/20/19      | Summons & Complaint       | CV2019005447      | Payson Regional Justice Court | James & Patricia Steely                        | Sabina Howard           | Sabina Howard / 108 W Main St Payson AZ 85541               | Sabina Howard / 108 W Main St Payson AZ 85541                  | 12/22/19    | Served              |               |             | 0.0           | Deputy Highstreet |
| 12/12/19      | Arrest Warrant            | J0404TR2019000208 | Payson Regional Justice Court | State of Arizona                               | Elizabeth Barton        | Elizabeth Barton / 3597 N HWY 87 Pine AZ 85544              | Elizabeth Barton / 3597 N HWY 87 Pine AZ 85544                 | 12/23/19    | Informed of Warrant |               |             | 101.6         | McDaniel          |
| 12/23/19      | Eviction Action Hearing   | J0404CV2019005449 | Payson Regional Justice Court | Rafael Guterrez                                | Michael Gorczyca        | Michael Gorczyca / 3597 N AZ HWY 87 Pine AZ 85544           | Michael Gorczyca / 3597 N AZ HWY 87 Pine AZ 85544              | 12/23/19    | Served              |               |             |               | McDaniel          |
| 12/23/19      | Order to Show Cause       | M0444TR2016012416 | Payson Magistrate Court       | State of Arizona                               | Jeffery Roberts         | Jeffery Roberts / 108 W Main St Payson AZ 85541             | Jeffery Roberts / 108 W Main St Payson AZ 85541                | 12/23/19    | Served              |               |             |               | McDaniel          |
| 12/26/19      | Subpoena                  | 2019CM327         | Payson Regional Justice Court | State of Arizona                               | Matthew Roberson        | Deputy Kilbourne / 108 W Main St Payson AZ 85541            | GCSO Clipboard / Mailbox / Email 108 W Main St Payson AZ 85541 | 12/26/19    | Served              |               |             | 71.8          | Sgt. Garrett      |
| 12/26/19      | Subpoena                  | 2019CM327         | Payson Regional Justice Court | State of Arizona                               | Matthew Roberson        | Deputy Kerszykowski / 108 W Main St Payson AZ 85541         | GCSO Clipboard / Mailbox / Email 108 W Main St Payson AZ 85541 | 12/26/19    | Served              |               |             |               | Sgt. Garrett      |
| 12/26/19      | Subpoena                  | 2019CM327         | Payson Regional Justice Court | State of Arizona                               | Matthew Roberson        | Deputy Havey / 108 W Main St Payson AZ 85541                | GCSO Clipboard / Mailbox / Email 108 W Main St Payson AZ 85541 | 12/26/19    | Served              |               |             |               | Sgt. Garrett      |

# Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips

County: Gila

Precinct: Payson

Constable Clerk: Kimberly Rust



Total Cases Served/Attempted:

**154**

Mileage Total: **2003.6**

| Date Received | Type of Document           | Case No.          | Court                         | Plaintiff        | Defendant             | Address  | Person Served/ Served Via                                      | Date Served | Service             | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|----------------------------|-------------------|-------------------------------|------------------|-----------------------|--|--|-------------|---------------------|---------------|-------------|---------------|-------------------|
| 12/26/19      | Subpoena                   | 2019CM327         | Payson Regional Justice Court | State of Arizona | Matthew Roberson      | Deputy Thomason / 108 W Main St Payson AZ 85541              | GCSO Clipboard / Mailbox / Email 108 W Main St Payson AZ 85541 | 12/26/19    | Served              |               |             |               | Sgt. Garrett      |
| 12/26/19      | Subpoena                   | 2019CR12221       | Payson Magistrate Court       | State of Arizona | Delia Dawn Barnes     | Sheri Stribling / Protected Information                      | Sheri Stribling / Protected Information                        | 12/26/19    | Served              |               |             |               | McDaniel          |
| 12/26/19      | Subpoena                   | 2019CR12221       | Payson Magistrate Court       | State of Arizona | Delia Dawn Barnes     | Brent Bailey / Protected Information                         | Brent Bailey / Protected Information                           | 12/26/19    | Served              |               |             |               | McDaniel          |
| 12/26/19      | Notice to Appear; Petition | JV2019175         | Gila County Superior Court    | State of Arizona | Protected Information | Lee Sears / Protected Information                            | Diana Sears / Protected Information                            | 12/26/19    | Served              |               |             |               | McDaniel          |
| 12/26/19      | Subpoena                   | 2019CR12221       | Payson Magistrate Court       | State of Arizona | Delia Dawn Barnes     | Deborah Jespersen / Protected Information                    | None   | 12/26/19    | Attempted           |               |             |               | McDaniel          |
| 12/26/19      | Notice to Appear; Petition | JV2019175         | Gila County Superior Court    | State of Arizona | Protected Information | Protected Information  | None   | 12/26/19    | Attempted           |               |             |               | McDaniel          |
| 12/26/19      | Subpoena                   | 2019CR12237       | Payson Magistrate Court       | State of Arizona | Ronald Adler          | Donald Garvin / Protected Information                        | Donald Garvin / Protected Information                          | 12/27/19    | Served              |               |             | 82.1          | McDaniel          |
| 12/26/19      | Subpoena                   | 2019CR12221       | Payson Magistrate Court       | State of Arizona | Delia Dawn Barnes     | Deborah Jespersen / Protected Information                    | Deborah Jespersen / Protected Information                      | 12/27/19    | Served              |               |             |               | McDaniel          |
| 12/26/19      | Subpoena                   | 2019CM327         | Payson Regional Justice Court | State of Arizona | Matthew Roberson      | Sgt Trooper Axlund / 600 S Green Valley Pkwy Payson AZ 85541 | Sgt Trooper Axlund / 600 S Green Valley Pkwy Payson AZ 85541   | 12/27/19    | Served              |               |             |               | McDaniel          |
| 12/26/19      | Subpoena                   | 2019CM327         | Payson Regional Justice Court | State of Arizona | Matthew Roberson      | Trooper Kjellstrom / 600 S Green Valley Pkwy Payson AZ 85541 | Sgt Trooper Axlund / 600 S Green Valley Pkwy Payson AZ 85541   | 12/27/19    | Served              |               |             |               | McDaniel          |
| 12/26/19      | Notice to Appear; Petition | JV2019175         | Gila County Superior Court    | State of Arizona | Protected Information | Protected Information  | None   | 12/27/19    | Attempted           |               |             |               | McDaniel          |
| 12/26/19      | Notice to Appear; Petition | JV2019175         | Gila County Superior Court    | State of Arizona | Protected Information | Protected Information  | Protected Information  | 12/27/19    | Served              |               |             |               | McDaniel          |
| 12/12/19      | Arrest Warrant             | M0444CR2019012183 | Payson Magistrate Court       | State of Arizona | Tyrice Sinyella       | Tyrice Sinyella / Phone Call                                 | Left Message   | 12/30/19    | Attempted           |               |             | 163.5         | McDaniel          |
| 12/20/19      | Arrest Warrant             | M0444TR2019012453 | Payson Magistrate Court       | State of Arizona | Howard Hamer          | Howard Hamer / Phone Call                                    | Spoke on Phone / Advised to call court                         | 12/30/19    | Informed of Warrant |               |             |               | McDaniel          |
| 7/19/19       | Arrest Warrant             | M0444TR2019012112 | Payson Magistrate Court       | State of Arizona | Amanda Fortune        | Amanda Fortune / 98 E Quail Hollow Dr Star Valley AZ 85541   | Moved to Kingman   | 12/30/19    | Attempted           |               |             |               | McDaniel          |
| 7/19/19       | Arrest Warrant             | M0444CR2018012441 | Payson Magistrate Court       | State of Arizona | Joeseeph Lemons       | Joeseeph Lemons / 300 S Rim Rock Pt Payson AZ 85541          | None   | 12/30/19    | Attempted           |               |             |               | McDaniel          |
| 8/13/19       | Arrest Warrant             | M0444TR2016012026 | Payson Magistrate Court       | State of Arizona | Dylan Vezzetti        | Dylan Vezzetti / 703 W Nicklaus Dr Payson AZ 85541           | None   | 12/30/19    | Attempted           |               |             |               | McDaniel          |
| 10/7/19       | Arrest Warrant             | M044CR2018012072  | Payson Magistrate Court       | State of Arizona | Jeremiah Clark        | Jeremiah Clark / 802 W Bridle Path Ln Payson AZ 85541        | None   | 12/30/19    | Attempted           |               |             |               | McDaniel          |
| 7/11/19       | Arrest Warrant             | M0444CR201812063  | Payson Magistrate Court       | State of Arizona | Tanner Williams       | Tanner Williams / 308 E Pima Ln Payson AZ 85541              | None   | 12/30/19    | Attempted           |               |             |               | McDaniel          |



# Constable Activity Log - Monthly

Constable: Tony McDaniel

Deputy: Terry Phillips

County: Gila

Constable Clerk: Kimberly Rust

Precinct: Payson



Total Cases Served/Attempted:

154

Mileage Total: 2003.6

| Date Received | Type of Document              | Case No.          | Court                         | Plaintiff             | Defendant          | Address   | Person Served/ Served Via                                    | Date Served | Service   | Mileage Start | Mileage End | Daily Mileage | Notes & Served By |
|---------------|-------------------------------|-------------------|-------------------------------|-----------------------|--------------------|---|--|-------------|-----------|---------------|-------------|---------------|-------------------|
| 11/1/19       | Arrest Warrant                | M0444CM2019013025 | Payson Magistrate Court       | State of Arizona      | Emilio Hipolito    | Emilio Hipolito / 607 S Beeline HWY #12 Payson AZ 85541 | None   | 12/30/19    | Attempted |               |             |               | McDaniel          |
| 11/1/19       | Arrest Warrant                | M0444CM2019013044 | Payson Magistrate Court       | State of Arizona      | Emilio Hipolito    | Emilio Hipolito / 607 S Beeline HWY #12 Payson AZ 85541 | None   | 12/30/19    | Attempted |               |             |               | McDaniel          |
| 12/26/19      | Subpoena                      | 2019CR12237       | Payson Magistrate Court       | State of Arizona      | Ronald Adler       | Mary Lauderdale / Protected Information                 | Mary Lauderdale / Protected Information                      | 12/30/19    | Served    |               |             |               | McDaniel          |
| 12/30/19      | Injunction Against Harassment | J0404PO2019005399 | Payson Regional Justice Court | Protected Information | Beverly Halsey     | Beverly Halsey / 199 Purtil Tonto Basin AZ 85553        | Beverly Halsey / 199 Purtil Tonto Basin AZ 85553             | 12/30/19    | Served    |               |             |               | McDaniel          |
| 12/31/19      | Subpoena                      | M0444CT2019013160 | Payson Magistrate Court       | State of Arizona      | Spencer Rickertsen | Officer Oldeschulte / 303 N Beeline HWY Payson AZ 85541 | PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541 | 12/31/19    | Served    |               |             | 92.0          | Phillips          |
| 12/31/19      | Subpoena                      | M0444CT2019013101 | Payson Magistrate Court       | State of Arizona      | Steven Bartol      | Officer Gomez / 303 N Beeline HWY Payson AZ 85541       | PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541 | 12/31/19    | Served    |               |             |               | Phillips          |
| 12/30/19      | Order to Show Cause           | M0444TR2019012221 | Payson Magistrate Court       | State of Arizona      | Desiree Ratliff    | Desiree Ratliff / 203 S Granite Dr Payson AZ            | None   | 12/31/19    | Attempted |               |             |               | Phillips          |
| 12/30/19      | Order to Show Cause           | M0444TR2019012221 | Payson Magistrate Court       | State of Arizona      | Desiree Ratliff    | Desiree Ratliff / Phone Call                            | Informed by phone  | 12/31/19    | Attempted |               |             |               | Phillips          |
| 12/31/19      | Criminal Subpoena             | CR2019087         | Gila County Superior Court    | State of Arizona      | Michael Cale       | Detective Hansen / 303 N Beeline HWY Payson AZ 85541    | PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541 | 12/31/19    | Served    |               |             |               | Phillips          |
| 12/31/19      | Criminal Subpoena             | CR2019087         | Gila County Superior Court    | State of Arizona      | Michael Cale       | Officer Oldeschulte / 303 N Beeline HWY Payson AZ 85541 | PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541 | 12/31/19    | Served    |               |             |               | Phillips          |
| 12/31/19      | Criminal Subpoena             | CR2019087         | Gila County Superior Court    | State of Arizona      | Michael Cale       | Detective Deschaaf / 303 N Beeline HWY Payson AZ 85541  | PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541 | 12/31/19    | Served    |               |             |               | Phillips          |
| 12/31/19      | Criminal Subpoena             | CR2019087         | Gila County Superior Court    | State of Arizona      | Michael Cale       | Detective Johnson / 303 N Beeline HWY Payson AZ 85541   | PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541 | 12/31/19    | Served    |               |             |               | Phillips          |
| 12/31/19      | Criminal Subpoena             | CR2019087         | Gila County Superior Court    | State of Arizona      | Michael Cale       | Officer Meza / 303 N Beeline HWY Payson AZ 85541        | PPD Front Desk Reception / 303 N Beeline HWY Payson AZ 85541 | 12/31/19    | Served    |               |             |               | Phillips          |
| 12/31/19      | Criminal Subpoena             | CR2019087         | Gila County Superior Court    | State of Arizona      | Michael Cale       | Chelsee Loucks / Protected Information                  | Chelsee Loucks / Protected Information                       | 12/31/19    | Served    |               |             |               | Phillips          |
| 12/31/19      | Criminal Subpoena             | CR2019087         | Gila County Superior Court    | State of Arizona      | Michael Cale       | Charles Teeple III / Protected Information              | Charles Teeple III / Protected Information                   | 12/31/19    | Served    |               |             |               | Phillips          |
| 12/31/19      | Criminal Subpoena             | CR2019087         | Gila County Superior Court    | State of Arizona      | Michael Cale       | Jonathan Hatch / Protected Information                  | None   | 12/31/19    | Attempted |               |             |               | Phillips          |
| 12/31/19      | Criminal Subpoena             | CR2019087         | Gila County Superior Court    | State of Arizona      | Michael Cale       | Jonathan Hatch / Protected Information                  | Jonathan Hatch / Protected Information                       | 12/31/19    | Served    |               |             |               | Phillips          |
| 12/31/19      | Criminal Subpoena             | CR2019087         | Gila County Superior Court    | State of Arizona      | Michael Cale       | Ernest Tuttle / Protected Information                   | Ernest Tuttle / Protected Information                        | 12/31/19    | Served    |               |             |               | Phillips          |
| 12/31/19      | Criminal Subpoena             | CR2019087         | Gila County Superior Court    | State of Arizona      | Michael Cale       | Denise Weryly / Protected Information                   | None   | 12/31/19    | Attempted |               |             |               | McDaniel          |

Constable: Tony McDaniel

Deputy: Terry Phillips

Constable Clerk: Kimberly Rust



|  |
|--|
|  |
|  |
|  |
|  |

County: Gila

Precinct: Payson

Total Cases Served/Attempted:

154

|                |        |
|----------------|--------|
| Mileage Total: | 2003.6 |
|----------------|--------|

2003.6



141233